City of San Marcos

Regular Meeting Agenda - Final - Amended

City Council

Tuesday, September 1, 2020 | **6:00 PM** | **Virtual Meeting**

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

I. Call To Order

II. Roll Call

III. 30 Minute Citizen Comment Period

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

PRESENTATIONS

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

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

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.

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

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

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

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

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

8. Consider approval of Resolution 2020-181R, approving a Change in Service to the agreement with The Normandy Group, LLC., relating to the provision of Federal Governmental Relations Services to extend the contract for two years in the estimated amount of $300,000; authorizing the City Manager or his designee to execute the appropriate documents to implement the Change in Service; and declaring an effective date.

9. Consider approval of Resolution 2020-182R, approving a five-year contract with Axon Enterprises Inc. through the Texas Local Government Purchasing Cooperative BuyBoard for the purchase of Audio Visual Equipment and Supplies for use by City-wide law enforcement personnel in the estimated amount of $1,817,375.34 to include the integration, installation and yearly maintenance of the equipment; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

10. Consider approval of Resolution 2020-183R, authorizing an engineering services

agreement with Halff Associates, Inc. for the 2D Cottonwood Flood Mitigation Analysis project in the estimated amount of $70,000.00; authorizing the City Manager or his designee to execute the agreement; and declaring an effective date.

11. Consider approval of Resolution 2020-184R, approving a change order to the construction contract with MA Smith Contracting Co., Inc. for the Blanco River Waterline Project to increase the contract price by $61,602.42 for repair work needed on a reclaimed waterline; authorizing the City Manager or his designee to execute the appropriate docents implementing the change order on behalf of the City; and declaring an effective date.

12. Consider approval of Resolution 2020-185R, authorizing a Change in Service to the agreement with Recreation Engineering and Planning, Inc. relating to the Cross-Town Pathways Trails Project in the amount of $81,700.00 for additional professional services required by regulatory agencies; authorizing the City Manager or his designee to execute the necessary documents to implement the change in service on behalf of the City; and declaring an effective date

13. Consider approval of Resolution 2020-186R, approving a one-year State Use Contract with Easter Seals-Central Texas as certified through the State purchasing cooperative WorkQuest for vegetation control, debris removal and landscape maintenance in the estimated amount of $1,149,388.24; authorizing the City Manager or his designee to executed the agreement on behalf of the City; and declaring an effective date.

14. Consider approval of Resolution 2020-187R, approving the First Amendment to Purchase and Sale Agreement with Pursuant Ventures Development, LLC relating to the development of a new multi-use Sportsplex Facility in the vicinity of Centrepoint Road and IH-35 South to revise the description of the master site, provide for completion of certain public improvements with escrowed funds in the event the seller fails to timely complete such public improvements, extending the date for submission of the site preparation permit for the project and acknowledging that the Sportsplex Land will be dedicated as parkland after the Sportsplex Facility is leased and operational: authorizing the City Manager, or his designee, to execute first amendment; and declaring an effective date.

15. Consider approval of Resolution 2020-188R, amending Resolution 2020-132R (LIHTC-20-01, Lantana on Bastrop), acknowledging that the proposed New Construction Development is located in a census tract that has more than 20% Housing Tax Credit Units per household, that the proposed Development is consistent with the city's obligation to affirmatively further fair housing, providing no objection to the submission of an application for low income housing tax credits to the Texas Department of Housing and Community Affairs for the proposed Lantana on Bastrop Multifamily Housing Project located at the intersection of South Old Bastrop and Rattler Road; approving findings related to such application; imposing conditions for such no objection; providing authorizations for execution or submission of documents related to the such application; and declaring an effective date.

16. Consider approval of Resolution 2020-189R, authorizing a Change in Service to the agreement with Knight Office Solutions through a cooperative agreement with U.S. Communities Government Purchasing Alliance to extend the agreement for a one-year

term in the estimated annual amount of $100,550.00 for City-wide printer maintenance with three additional one-year term options for an estimated total contract amount of $402,200.00; authorizing the City Manager or his designee to execute the appropriate documents necessary to implement the Change in Service; and declaring an effective date.

17. Consider approval of Resolution 2020-190R, approving a five-year contract with Dell Marketing, L.P. through the Texas Department of Information Resource (DIR) Cooperative for the purchase of Dell Branded Manufacturer Hardware, Software and Related Services, and Cloud Services in the estimated amount of $217,475.00 to include the integration, installation, and yearly maintenance of the products; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

18. Consider approval of Resolution 2020-191R, approving a Change in Service to the agreement with UniFirst Corporation to extend the agreement for a one-year term in the estimated annual amount of $162,917.80 for uniform rental and laundering services with two additional one-year term options for an estimated total five-year contract amount of $814,589.00; authorizing the City Manager or his designee to execute the appropriate documents to implement the change in service; and declaring an effective date.

PUBLIC HEARINGS

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

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

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

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

22. Receive a Staff Presentation and hold a Public Hearing to receive comments for or against

Ordinance 2020-64, amending the Official Zoning Map of the City (ZC-20-18), by rezoning approximately 42.872 acres, more or less, located at 2801 Staples Road, from "FD" Future Development District to "CD-5" Character District-5, and including procedural provisions; and consider approval of Ordinance 2020-64 on the first of two readings.

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

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

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

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

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

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

NON-CONSENT AGENDA

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

provisions for conducting the election; declaring an emergency creating the need to adopt this ordinance with only one reading; and providing an effective date.

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

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

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

33. Consider approval of Ordinance 2020-75, on the first of two readings, dedicating approximately 30 acres of land in the vicinity of Centerpoint Road and Gregsons Bend as parkland in connection with the development of the City's new Multi-purpose Sportsplex Facility; and including procedural provisions.

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

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

EXECUTIVE SESSION

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

36. Executive Session in accordance with:

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

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

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

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

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

IV. Adjournment.

POSTED ON WEDNESDAY, AUGUST 26, 2020 @ 3:00PM

TAMMY K. COOK, INTERIM CITY CLERK

V. ADDENDUM

The following was added after the agenda was posted on August 26, 2020:

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

#15: Caption previously read: Consider approval of Resolution 2020-188R, providing no objection to the submission of an application for low income housing tax credits to the Texas Department of Housing and Community Affairs for the proposed Lantana on Bastrop Multifamily Housing Project located at the intersection of South Old Bastrop Highway and Rattler 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 negotiation and execution of an agreement for the annual payment in lieu of taxes; and declaring an effective date.

The caption was expanded to provide more transparency

ADDENDUM POSTED ON FRIDAY, AUGUST 28, 2020 @ 4:00 P.M.

ELIZABETH TREVINO, DEPUTY INTERIM CITY CLERK

Notice of Assistance at the Public Meetings

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

Legislation Text

File #: ID#20-577, **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: September 1, 2020

Department: City Manager's Office

Amount & Source of Funding

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

Fiscal Note:

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

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

Choose an item.

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

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

☐ Transportation - Choose an item.

☒ Core Services

☐ Not Applicable

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

Choose an item.

Background Information:

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Click or tap here to enter text.

City of San Marcos

City Council Meeting

September 1, 2020

Status Report
Item 1

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

Known Cases – as of August 28

- **>5.9 million U.S. cases with more than 182,000 fatalities. (>291k new cases in past 7 days)**

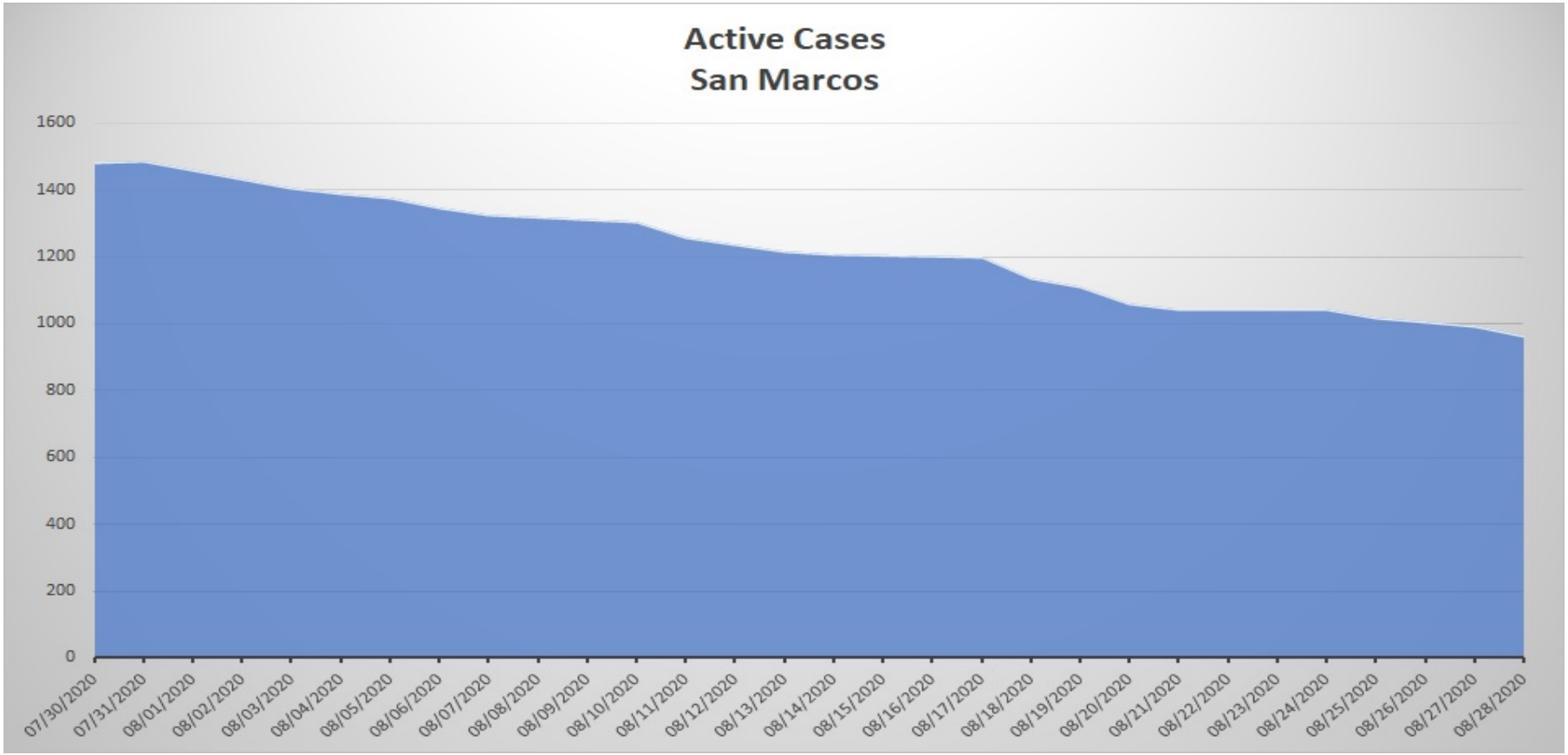
  **source: Center for Disease Control and Prevention*

- **>610,000 (98,326 active) cases in 251 Texas counties with 12,510 fatalities**

  **source: Texas Department of State Health Services*

- **5,361 in Hays County with 45 fatalities (2,348 active and 2,967 recovered)**
  - 966 active and 1,640 recovered in San Marcos (24 fatalities)
  - 127 cases have required hospitalization, 16 current

  **source: Hays County Health Department*


Active Cases
San Marcos
1600
1400
1200
1000
800
600
400
200
0
07/30/2020
07/31/2020
08/01/2020
08/02/2020
08/03/2020
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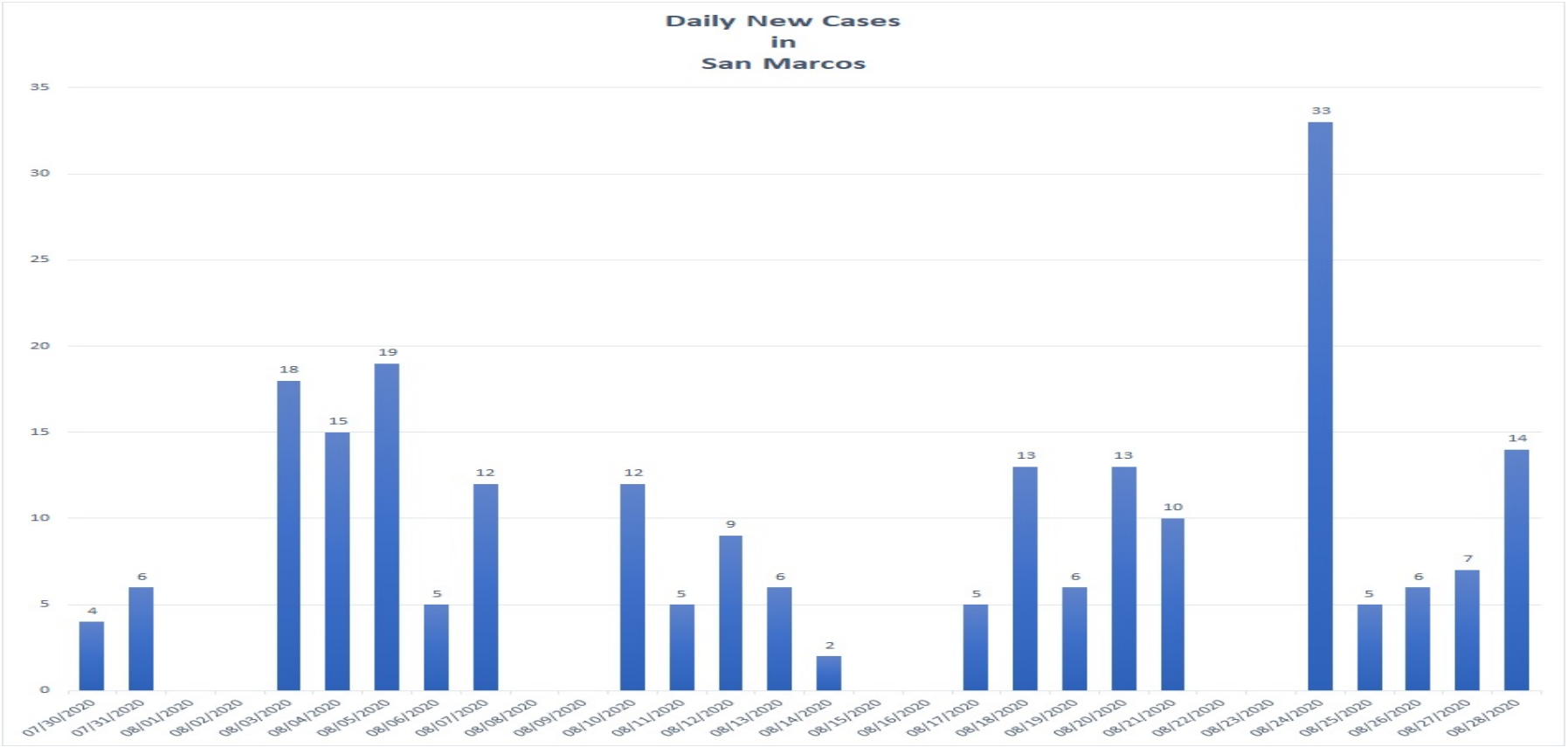
Daily New Cases
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San Marcos
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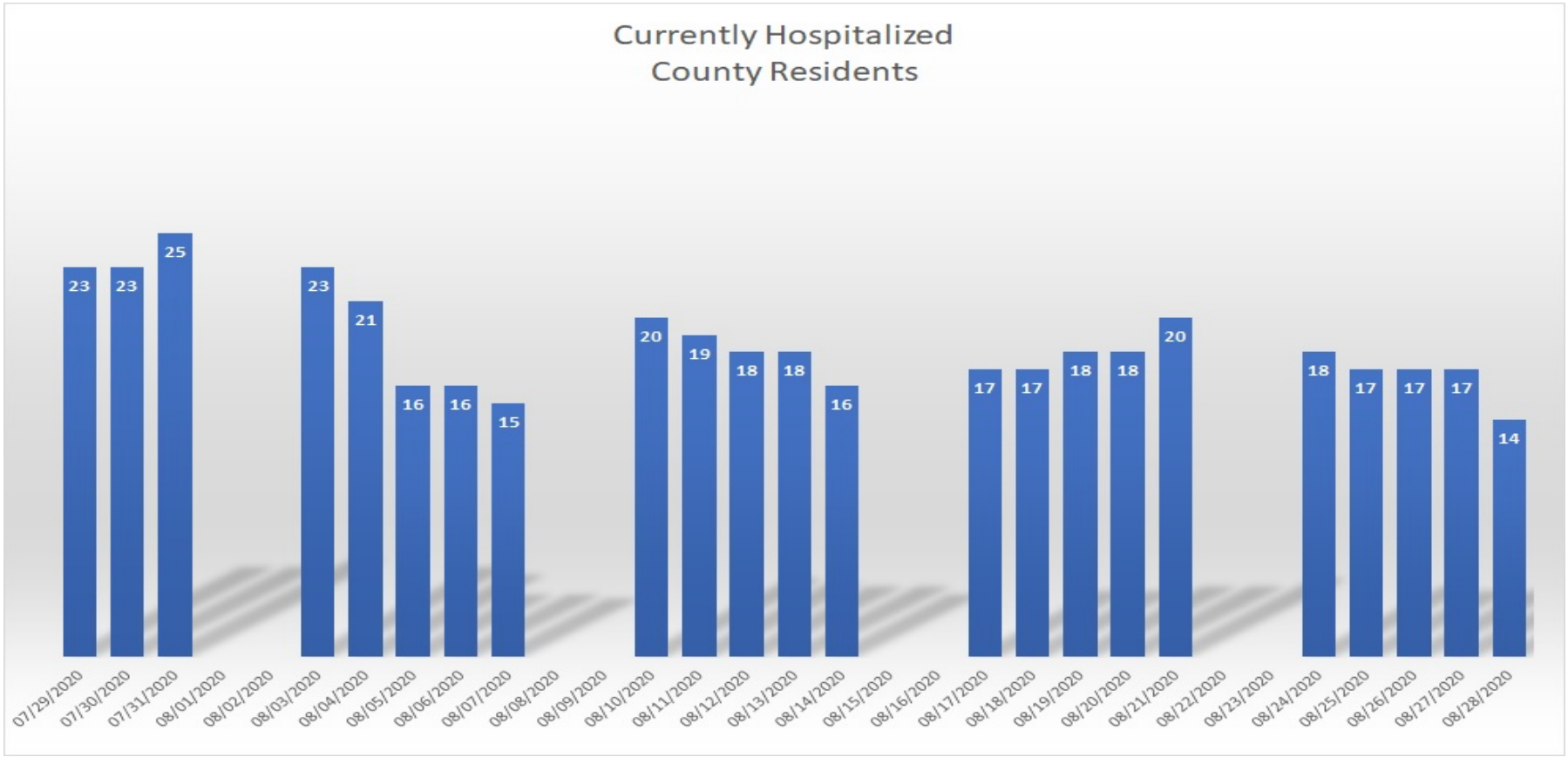
Currently Hospitalized
County Residents
23
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07/29/2020
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08/27/2020
08/28/2020

Updates to Governor Abbott's Actions

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

- **August 21: TWC Lost Wage Assistance Funds**
  - $1.4 billion made available through President's Lost Wage Assistance Executive Order
  - Will $300 weekly benefit to qualifying Texans receiving unemployment benefits

Testing Overview

- **29,382 tests administered county wide**
  - 24,021 negative (81.7%)
  - 5,361 confirmed (18.2%)
  - 26 pending

- **County free testing – Live Oak Clinic on Broadway and Live Oak Primary Care clinic in Wimberley**

- **Last week's testing sites – TDEM**
  - 6 consecutive days in San Marcos beginning 8/24 – SMHS
  - 6 consecutive days in Kyle same dates – Hays PAC

CARES Act Funding

$3.6 Million Total Allocation

- **Initial $731,000 designated for medical, public health, and payroll expenses for public safety, public health, health care, human services employees**
  - Initial $731k must be spent prior to asking for additional money to meet other programs, services, and initiatives
  - Departments are coding all personal protective equipment, cleaning supplies and cleaning equipment
- **Collaborating on ideas for how to spend the balance of the $3.6 Million allocation.**
  - Each of these ideas must be developed as a business case first
  - Expect to bring a recommendation to City Council in October
- **Working with Community Action Inc. to help more customers with their utility bills**
- **Deadline to spend the awarded funds is December 30 – expected to be extended**

Emergency Operations Update

- **Virtual EOC remains in effect**
  - Weekly calls (Mondays at 0800)
- **Regular Communication with our local partners**
  - Texas State
  - Hays County
  - Hospitals

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://www.trla.org/covid19-main

Legislation Text

File #: ID#20-571, **Version:** 1

AGENDA CAPTION:

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

Meeting date: September 1, 2020

Department: Neighborhood Enhancement - Resource Recovery

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: Council previously approved a contract with Texas Disposal Systems (TDS) that allowed for two 5-year extensions.

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 - 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)]*
Solid Waste Master Plan

Background Information:
TDS has been the City's garbage provider since 2003. Since 2009, the City has added services to increase landfill diversion, and implement the Comprehensive Municipal Solid Waste Plan. This is a presentation on the Resource Recovery program to provide context for the discussion.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

N/A

Recommendation:

N/A - presentation and discussion only

Resource Recovery Program

City Council Workshop

August 18, 2020

Purpose

- Provide background information on the evolution of the Resource Recovery division
- Partnership with contractors to execute the Comprehensive Municipal Solid Waste Plan
- Evaluating the program to increase landfill diversion

Comprehensive Municipal Solid Waste Plan- Goals

Completed March 2012

- **Goal #1:** Increase Public Awareness and Education
- **Goal #2:** Increase Waste Diversion
- **Goal #3:** Evaluate and Implement Cost Efficient Services
- **Goal #4:** Establish Land Development Codes to address Municipal and Commercial, Multifamily and Downtown Solid Waste Issues
- **Goal #5:** Correlate Economic Development Policies that Encourage New Recycling Businesses and Expansion of Existing Businesses
- **Goal #6:** Explore Service Options

History of Waste Management with TDS

- **Residential**

Year	Service	Results
2003-2008	Trash: 2X week with 96-gal cart Recycle: 1X week with 18-gal bin	Very inefficient and costly, approximately 50% of homes did not utilized both service days, 70% of waste was handled on first pickup day; 30% of waste was handled on second pickup day. Recycle participation- poor
2008-2009	Trash: 1X week with 96-gal cart Recycle: 1x week with 18-gal bin	Reduction from 2X to 1X trash service increased recycle participation
2009-2015	Trash: 1X week with 96-gal cart Recycle: 1X EOW with 96-gal cart	Increase in material accepted and increase recycle storage capacity, which increased recycle participation
2015-present	Trash: 1X week with 65 or 96-gal cart Recycle: 1X EOW with 96-gal cart Compost: 1X EOW with 96-gal cart	Recycling participation stayed the same. Green Waste diverted more material from the landfill.

- **Multifamily- 2010 single stream recycling was implemented.**

Current Residential Rate Includes…

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

City Facilities

- **Deskside**
  - 28-quart recycle bin with sidekick trash
- **Separation of materials**
- **Renovations**
- **Tree Trimming**
  - All city contractors dispose at the Brush Drop Off
  - Mulch is used by city staff for garden beds
- **Coming**
  - breakroom eco-stations

sanmarcostx.gov

Contracts

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

Contracts continued

- **TDS**
  - 2003: First contract
  - 2008: Second contract
    - Term January 31, 2016
    - One additional five-year term
    - 2009: Added single-stream recycling
    - 2010: Added multifamily recycling
    - 2015: Added green waste; modified contract to fiscal calendar; new terms: term September 30, 2020 with two additional five-year terms
  - Waiving 3% increase to contract for FY21- **savings: ~$111,722.88**

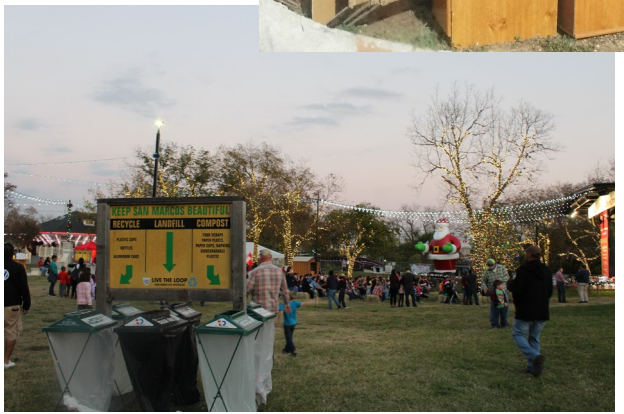
- **Green Guy Recycling**
  - 2009: First Contract
    - Term June 30, 2013
    - Extended contract one year
  - 2014: Second Contract
    - Extended for first of two five year renewals- July 1, 2019
    - Term June 30, 2024

Evaluating the Program

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

Comparative Rates

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



Awards

- **Keep Texas Beautiful**
  - 2017: Resource Recovery Program: Outstanding Program- Population 30,000-50,000
  - 2019 Sights & Sounds of Christmas: Zero Waste Event
  - 2020- Resource Recovery/Keep San Marcos Beautiful: Media Award
- **State Of Texas Alliance for Recycling**
  - 2017: Resource Recovery Program
- **San Marcos Chamber of Commerce**
  - 2018: Sights & Sounds of Christmas: Green Business
- **TCEQ- Environmental Excellence**
  - 2020 Finalist: Resource Recovery Program

Grants

- **Keep Texas Beautiful**
  - 2018: Dr. Pepper Snapple/Keep America Beautiful Park Recycling Grant: 18 recycling bins at the Gary Softball Complex
- **The Recycling Partnership**
  - 2019: Multifamily recycle study: new outreach material; 4,000 18-gal bins; 6 interns to distribute material/bins and conduct valet service ($125,000)
- **State of Texas Alliance for Recycling**
  - 2020: Busch Systems Bin Grant: 30 28-quart recycle bins with trash sidekick; 4 waste watchers for breakrooms
- **CAPCOG**
  - Multiple years: Grants to have off-site HHW events in Dripping Springs

Next Steps

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

Questions

Resource Recovery Program Update 2020- Supplemental

The City of San Marcos Resource Recovery division manages contracts and programs for single-family residential, multifamily recycle, and various other programs to help with landfill diversion. We also man booths at events encouraging our residents to change their behavior, including with single-use plastic.

Residential

Single-family curbside service: 65-gallon or 96-gallon trash cart serviced once a week; 96-gallon recycle cart serviced every other week (residents can put out extra recycling in carboard boxes or paper bags; and 96-gallon green waste cart serviced every other week (residents can put out extra green waste in paper yard bags); bulk pickups; TDS brush drop off 5 cubic yards per month

Multi-family recycling: carts or dumpster is on-site; located next to the landfill dumpster. No diversion numbers because we don't manage the landfill contract for commercial.

Brush Drop Off: available monthly to all single-family residents; City contractors and crews can dispose of brush any time.

Green Guy Recycling: Drop Off facility- plastic, glass, paper, cardboard, metal (24/7); Scrap metal purchasing; e-waste; white goods; tires; batteries

Community Clean Ups: 2-40-yard roll offs for metal, appliances, and electronics; caged trailer for tires and TVs; 10-40-yard roll offs for landfill material; HHW trailer; and brush drop off

DATA:

Residential Curbside Tons:

Year-fiscal	Landfill	Recycle	Compost	Diversion	Active House Unit-Year Total	Active House Unit-Avg Monthly
2015	7778.04	2192.5	137.37	22%	97,866	8,155
2016	7723.94	2225.43	250.58	25%	101,088	8,424
2017	7092.47	1629.4	1350.47	29%	105,464	8,769
2018	7151.64	1565.87	1281.78	29%	110,399	9,200
2019	7826.09	2249.84	1700.06	34%	117,148	9,762

Annual Recycling Audit: contamination

Year	% Contamination
2015	20.64
2016	14.48
2017	12.97
2018	13.78
2019	14.19

Resource Recovery Program Update 2020- Supplemental

Yearly Requests:

Year- Fiscal	Bulk Pickups	Courtesy Cleanup	Container Requests	Missed Service
2015	5366	955	2794	331
2016	1954	541	2655	488
2017	2243	507	2210	432
2018	2217	602	2200	417
2019	2959	349	2397	540

Brush Drop Off:

Year- fiscal	Estimated Cubic Yards	Participants
2015	3,850.03	972
2016	5,672.06	1,635
2017	3,760.82	1,196
2017- Hurricane Harvey	1,518.7	277
2018	3,109.80	1,029
2019	2,515.93	912

HHW Drop Off (pounds- preprocessing):

Year- fiscal	Disposal	Reuse	Participants-SM
2016	33,370	5,829	676
2017	41,908	3,096	745
2018	44,088	4,480	795
2019	46,362	2,553	832

Year-fiscal	Disposal	Reuse	Participants-NonSM
2016	105,498	7,893	1,108
2017	120,514	5,160	1,295
2018	125,054	4,729	1,258
2019	125,504	6,048	1,425

Pharmaceutical Drop Off:

Year- calendar	Pounds
2015	520
2016	699
2017	702
2018	954
2019	Over 900
2020 (to date)	Over 500

Resource Recovery Program Update 2020- Supplemental

CITY FACILITIES

Offices: 28-quart blue recycling bin with hanging black trash sidekick; compost dumpsters for events and weeds; pilot eco stations in break room; pilot recycling ambassador to make sure everything is being recycled; going to add composting cat litter at the Animal Shelter

Green Guy: scrap metal; e-waste; building renovations

Downtown: trash and recycle containers

Parks: trash and recycle containers

POLICY

Commercial: must provide equal space for trash and recycle dumpsters in the enclosure; some businesses have added recycling

Multifamily: trash and recycle dumpster enclosures must be within 500 feet of a front door

Mobile food trucks: use compostable products

Special Events: use eco stations (trash, recycle, compost); no foam products in City parks

Cleanup Events: separate recycle and trash

City	Monthly Rate	Trash Service	Recycling Service	Green Waste Service	Bulk Items	Brush Drop Off	HHW	Recycling Center	Community Enhancement Fee
Austin	**Trash:** 24-gal $18.55 32-gal $19.80 64-gal $24.95 96-gal $43.50 **Recycling:** 96-gal	Weekly	Bi-weekly	Weekly	2 per year curbside- during specific times of the year	Curbside- twice per year on specific weeks	Monday-Saturday- drop off - - Free for Austin/Travis Co Residents --	City operated Monday - Friday - fees for some items	***Clean Community Fee:** $4.70
San Marcos	**Trash:** 65-gal $26.09 96-gal $29.09 **Recycling:** 96-gal **Green Waste:** 96-gal	Weekly	Every other week	Every other week	4- 3cu yds available twice a month curbside; 4 community clean ups/year	Monthly drop off facility; Free drop off at TDS- up to 5 cu yd per month	Tuesdays and Fridays- Drop off	Tires; electronics; Freon applicances- certain number for free	$1.50
Kyle	**Trash:** 96-gal $28.13 **Recycling:** 96-gal **Green Waste:** 96-gal	Weekly	Every other week	Every other week	2 curbisde per year	Free drop off at TDS -- up to 5 cu yd per month	Use SM Facility	N/A	
Buda	**Trash** 96-gal: $25.00 **Recycling**: 96-gal **Green Waste**: 96-gal	Weekly	Every other week	Every other week	Quarterly bulk pick up- 3 cu yds each	Quarterly drop off in city; Free drop off at TDS- up to 5 cu yd per month	Use SM Facility	N/A	
Wimberley	**Trash:** 96-gal $18.35-21.91 **Recycling:** 18-gal	Weekly	Weekly	N/A	Call to schedule	N/A	Use SM Facility	Hays County- basic; no electronics/tires	
New Braunfels	**Trash:** 96-gal $13.40 48-gal 96-gal $4.26 **Recycling:** 48-gal	Weekly	Weekly	10 bags; 10 bundles weekly	Quarterly bulk drop off Bulk pick up: $25/ half hour	Mulch available at Comal County Rural Recycling	3(?) Drop off events per year	City Recycling Center: Tuesdays- Saturdays from 8am-12:00 and 12:30-4pm	
Georgetown	**Trash:** 95-gal $19.55 **Recycling**: 95-gal	Weekly	Bi-weekly	Monthly curbside collection	2 curbside per year	6.25 cu yd- TDS mans their transfer station	Quarterly HHW disposal via a voucher	At transfer station: $4.25/car	
Denton	**Trash:** 60- gal $21.51 90-gal $26.26 **Recycling:** 60-gal **Green Waste:** $20 cart delivery fee + $0.50 monthly fee or $1 monthly fee for yard waste bags collection (no cart)	Weekly	Weekly	Weekly- 4 cu yds included in rate	2 large household items weekly. (Electronics like TVs and computers have a $20 fee per device)	N/A	At home collection- call to schedule pick up and drop off available at Home Chemical Collection facility	HHW ReUse store and Electronics Drop Off at City of Denton Landfill. Two Recycling Drop off Centers.	

Frisco	**$15 a month Trash:** 95-gal **Recycling:** 95-gal **Second trash cart is 16.30 for delivery and then an additional $12 a month Second recycle cart is $16.30 for delivery and no extra monthly fee.**	Weekly	Weekly	Up to 10 yard waste bags curbside weekly	*Up to 5 large items collected curbside monthly *Chunk your junk event available (once a year?)	*2 free drop offs at the Custer Transfer Station *Yard Waste/Untreated wood accepted at the Chunk Your Junk event	Drop off open 2 days a week (Wednesday and Saturday - Friday by appointment)	***Evironmental Collection Center** - (now accepting styrofoam) open 6 days a week and ***HHW reuse center** open 2 days a week (Wednesday and Saturday)	

City	Monthly Rate	Trash Service	Recycling Service	Green Waste Service
Austin RR: 3-1-1	**Trash:** 24-gal $17.90 32-gal $19.15 64-gal $24.30 96-gal $42.85 **Recycling:** 96-gal	Weekly	Bi-weekly	Weekly
San Marcos RR: 512.393.8407	**Trash:** 65-gal $24.35 96-gal $27.35 **Recycling:** 96-gal **Green Waste:** 96-gal	Weekly	Every other week	Every other week
Kyle UB: 512.262.3960	**Trash:** 96-gal $27.16 **Recycling:** 96-gal **Green Waste:** 96-gal	Weekly	Every other week	Every other week
Buda	**Trash:** 96-gal $19.97 **Recycling:** 96-gal	Weekly	Every other week	No cart - however residents can place GW yard bags out every other week.
Wimberley	**Trash:** 96-gal $18.35-21.91 **Recycling:** 18-gal	Weekly	Weekly	N/A
New Braunfels	**Trash:** 96-gal $17.66 48-gal **Recycling:** 96-gal 48-gal	Weekly	Weekly	10 bags; 10 bundles weekly
Georgetown- inside limits	**Trash:** 96-gal $18.80 **Recycling**: 96-gal	Weekly	Bi-weekly	Monthly curbside collection
Denton	**Trash:** 60- gal $24.51 90-gal $29.26 **Recycling:** 60-gal	Weekly	Weekly	Weekly- 4 cu yd- free; more than 4 cu yd- $7/cu yd
Frisco Environmental Services: 972-292-5900	**Trash:** 95-gal $13.50 **Recycling:** 95-gal	Weekly	Weekly	Up to 10 yard waste bags weekly

updated 3/28/18

Bulk Items	**Brush Drop Off**	**HHW**
2 per year curbside- during specific times of the year	**Curbside Pick up**- twice per year on specific weeks **Drop-Off** Brush at the Recycle & Reuse Drop-Off Center	Monday-Saturday- drop off *Merged with Resource Recovery Center into the **Recycle & Reuse Drop-Off Center**
4- 3cu yds available twice a month curbside; 4 community clean ups/year	Monthly drop off cit facility; Free drop off at TDS- up to 5 cu yd per month	Tuesdays and Fridays- Drop off
1 curbisde per year	N/A	Use SM Facility
1 quarterly pick up	1 quarterly pick up; Free drop off at TDS- up to 5 cu yd per month	Use SM Facility
Call to schedule	N/A	Use SM Facility
Quarterly bulk drop off Bulk pick up: $25/ half hour	Mulch available at @ Comal County Rural Recycling	1-3 times per year
2 curbside per year	6.25 cu yd- TDS mans their transfer station	Voucher every 3 months
Up to four large furniture items are collected per month. * Fees apply for some items	N/A	At home collection- call to schedule pick up
Up to 5 large items collected curbside monthly	Yard Waste/Untreated wood accepted at the Chunk Your Junk event and DIY Trash Disposal transfer station Monday - Saturday	Drop off open 2 days a week

Recycling Center
City operated- fees for some items
Green Guy - Tires; electronics; Freon applicances- certain number for free
N/A
N/A
Hays County- basic; no electronics/tires
City Recycling Center: Tuesdays- Saturdays from 8am-12:00 and 12:30-4pm
At transfer station: $4.25/car
HHW ReUse store and Electronics Drop Off @ Resource Recovery Park
Evironmentaal Collection Center - open 6 days a week and HHW reuse center open 2 days a week

City	Monthly Rate	Trash Service	Recycling Service	Green Waste Service
Austin	**Trash:** 24-gal $15.20 32-gal $16.45 64-gal $21.60 96-gal $40.15 **Recycling:** 96-gal	Weekly	Bi-weekly	Weekly
San Marcos	**Trash:** 65-gal $22.44 96-gal $25.44 **Recycling:** 96-gal **Green Waste:** 96-gal	Weekly	Every other week	Every other week
Kyle	**Trash:** 96-gal $25.33 **Recycling:** 96-gal **Green Waste:** 96-gal	Weekly	Every other week	Every other week
Buda		Weekly	Every other week	N/A Interest for next contract
Wimberley	**Trash:** 96-gal $18.35-21.91 **Recycling:** 18-gal	Weekly	Weekly	N/A
New Braunfels	**Trash:** 96-gal $17.66 48-gal **Recycling:** 96-gal 48-gal	Weekly	Weekly	10 bags; 10 bundles weekly
Georgetown- inside limits	**Trash:** 96-gal $16.50 **Recycling**: 96-gal	Weekly	Bi-weekly	N/A
Denton	**Trash:** 45-gal $26.75 65-gal $27.35 96-gal $32.75 **Recycling:** 65-gal	Weekly	Weekly	Weekly- 4 cu yd- free; more than 4 cu yd- $7/cu yd

updated 3/30/16

Bulk Items	**Brush Drop Off**	**HHW**
2 per year curbside- during specific times of the year	Curbside- twice per year on specific weeks	Monday-Saturday- drop off
4- 3cu yds available twice a month curbside; 4 community clean ups/year	Monthly drop off cit facility; Free drop off at TDS- up to 5 cu yd per month	Tuesdays and Fridays- Drop off
1 curbisde per year	N/A	Use SM Facility
Quarterly drop off in city	Quarterly drop off in city; Free drop off at TDS- up to 5 cu yd per month	Use SM Facility
Call to schedule	N/A	Use SM Facility
Quarterly bulk drop off	Comal County Rural Recycling	1-3 times per year
2 curbside per year	6.25 cu yd- TDS mans their transfer station	Voucher every 3 months
Weekly * some items have a separate fee	Weekly	Curbside- call to schedule pick up

Recycling Center
City operated- fees for some items
Tires; electronics; Freon applicances- certain number for free
N/A
N/A
Hays County- basic; no electronics/tires
Comal County Rural Recycling
At transfer station: $4.25/car
City operated- fees for some items

Legislation Text

File #: ID#20-576, **Version:** 1

AGENDA CAPTION:

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

A. August 13, 2020 - Budget Workshop Meeting Minutes

B. August 18, 2020 - Work Session Meeting Minutes

C. August 18, 2020 - Regular Meeting Minutes

Meeting date: 9/1/2020

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. August 13, 2020 - Budget Workshop Meeting Minutes

B. August 18, 2020 - Work Session Meeting Minutes

C. August 18, 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

Virtual Meeting

Thursday, August 13, 2020 **5:30 PM**

I. Call To Order

With a quorum present, the budget work session meeting of the San Marcos City Council was called to order by Mayor Hughson at 5:32 p.m. Thursday, August 13, 2020. The meeting was held virtually.

II. Roll Call

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 to the proposed budget for Fiscal Year 2020-2021. He stated that around the same time that we began planning for the upcoming fiscal year, we were faced with the pandemic and the uncertainty it brought. City staff acted quickly to reduce expenses. This included a managed hiring program, forgoing projects, and reducing supplies and contractual services budgets to lower what was once a $6.4 million shortfall. Without the belt-tightening, cost reductions, and more revenue than forecasted from online retail sales; we would be facing an even greater deficit before planning for next year.

The next fiscal year is important because it lays the foundation for subsequent years in terms of how well the City recovers from the pandemic, how the caps implemented by SB2 will impact revenue, and the Comptroller's rule change regarding online retail sales. Mr. Lumbreras is proud of the balanced budget as it continues to fund vital City operations and services our residents expect and deserve.

Mr. Lumbreras highlighted a couple of the recommendations:
At the June 30 Budget Workshop, staff received direction from City Council to lower the tax rate to 7% above the no-new-revenue rate, or what used to be known as the effective tax rate. The budget includes a property tax rate of 59.3

cents per $100 dollars of valuation, a reduction of 2.1 cents compared to last year. This translates to 5% above the no-new-revenue rate, and a savings of $42 dollars per year compared to the current tax rate for someone whose home is valued at $200,000 dollars. The rate was able to be lowered further by holding vacancies, reducing operations costs and making the difficult financial decisions where Council and staff have worked collaboratively to respond to these uncertain times.

This budget also includes a proposed 2.5 percent salary increase for all non-civil service employees effective in October. Due to the pandemic, the 4% salary increases that were budgeted for this past April were not implemented. The proposed increase is a cost of living adjustment and acknowledges the outstanding work of our employees throughout this uncertain time. Awarding it in October instead of April 2021, also helps to align with when increases are awarded to police and fire in accordance with their meet and confer agreements.

Many in our community continue to feel the economic impacts of the pandemic, and this budget reflects our commitment to be responsible stewards of taxpayer dollars. All departments went through a zero-based budgeting process to ensure operating funds are used as efficiently as possible. Also, due to more vacancies than normal, staff is being asked to do more than their normal responsibilities.

In addition to the departments stepping up, the City has worked with community partners during this budget process. This includes restructuring the economic development incentive agreement with Endeavor that Council approved in July and the restructuring of one of our Tax Increment Reinvestment Zones to pay the developer sooner and realize cost savings.

Mr. Lumbreras expressed his appreciation of staff for their outstanding work on the budget and their diligence ensuring the City's financial security to continue providing services. He also thanked City Council for their support of staff's recommendations and willingness to join us in making tough decisions to ensure a balanced budget is achieved. Despite these uncertain times, City Council's guidance and the dedication of staff has resulted in a solid plan that invests in the strategic priorities while continuing to fund critical City operations.

Mr. Lumbreras introduced Melissa Neel, Assistant Director of Finance, who presented the proposed budget.

Ms. Neel provided a FY20 Revenue Recap, which includes the following:
• Fiscal Year (FY)20 Original Budget Revenue: $86.3M
• Projection as of April: $78.7M, $6.4M shortfall (after rebates), this is due to:
– Pandemic outbreak, disaster declaration by federal, state, and local authorities
– Businesses are required to close
– Unemployment hits record levels
• Projection as of June: $82.4M, $2M shortfall (after rebates), this is due to:
– March sales tax as the results exceed projections. There was a large increase in economic development rebates
– Businesses reopened
• Projection as of August: $90.9M, $1.3M shortfall (after rebates), this is due to:
– April sales tax and it continue to exceed projections. Much larger economic development rebates due to increased sales tax

Ms. Neel provide the FY20 Expenditure Reductions, which include:
– Personnel: $1.8M
– Contract Services: $610K
– Materials & Supplies: $1.3M
– Capital Outlay: $500K

There are known future financial constraints and it is the City's fiscal responsibility to ensure revenues can support recurring expenses as we approach known reductions in General Fund revenue in the coming years.
– FY22: Comptroller ruling on internet sales tax collection to the point of destination (potential $3M reduction after rebates)
– FY23: SB2 property tax cap at 3.5% (potential $600K-$1M reduction)

Ms. Neel discussed the budget policy direction for FY21 and highlighted the status, these include:
• Maintain fund balance at 25% - this was reduced to 20% due to pandemic
• Tax rate not to exceed Voter Approval Rate - Council adopted special taxing unit calculation of 8% growth
• Zero based budgets for all department operating expenses - this has been completed
• Social services, museums, city hosted events fully funded - this has been included
• Refinance TIRZ #2 Blanco Vista - this is in process
• Parks & Recreation fees effective September 1st - this has been postponed to January 1, 2021
• Development Services cost of service study FY20 - this was postponed to FY21
• Other fees increased by Consumer Price Index (CPI) - this is included

• Municipal Judge at full-time - this has been completed
• Merit, COLA, & health insurance adjustments - merit & cola proposed increase no health insurance increase
• Emergency Medical Services (EMS) expansion of service - this is included
• Youth services director (Community Action) - this is included
• Citizen Utility Advisory Board (CUAB) recommended rate adjustments - this is included

The following General Fund Assumptions were presented:
• Property tax rate @ 5% revenue increase, @ tax rate of 0.5930. This is $700K less than a tax rate @ 7% revenue increase over prior year base. Appraised values are certified estimates.
• TIRZ #2 Blanco Vista zero contribution (was $1.8M, 67% O&M $1.2M), payoff developer, FY22 debt service
• Solid Waste Hauler revenue increased to 7% of sales
• Parks & Recreation Programs fee implementation on January 1, 2021
• No fee increase to Development Services, cost of service study to kick off with cost recovery fees FY21
• All other fees increase 2.3% (CPI 2019)

The following General Fund Personnel Assumptions were presented:
• FY21 Civil Service Meet & Confer agreements funded
• FY21 Personnel at 2.5% Merit/COLA increase as of October 1st
• FY21 Health insurance - no increase
• Vacancies funded at 75%

The following General Fund Personnel Additions were presented, which include:
• Fire Department – Station No.6, 3 captains, 1 firefighter in the amount of $317K (bond reserves)
• Reclassifications: Engineering – 2 reclassifications $22K, Information Technology – 3 reclassifications in the amount of $12K
• Community Enhancement – (Community Enhancement Fee) in the amount of $102K for a Horticultural Specialist and 2 Community Enhancement

Technicians
• Facilities – HVAC Service Tech, offset by $60K reduction in O&M, $75K
• Finance – Financial Analyst, offset by 50% of Grant accountant – grant funded, $36K

The following General Fund expenditure assumptions were presented, which include:
• EMS expansion and contract increase, total $1.6M ($533K increase)

• Social Services funded: $840K (HSAB, CASA, Community Action, HCWC, Family Justice Center, museums)
• City sponsored events: $100K (Veterans, Summer Fest, Sights and Sounds)
• Capital Lease/Finance $1.7M (fleet, equipment finance)
• Capital Outlay $390K

Ms. Neel provided the Historical Tax Rate Summary and the FY21 Proposed Tax Rate Bill Impact. The tax rate has been at .6139 since the voters approved the public safety bonds a few years ago. Lowering the property tax rate from 7% to 5% growth over the no new revenue rate of .5930 reduces General Fund revenue by $700K. The total levy will be $38,000,000 with Debt Service % of 30.3% and Operation sat 69.70%. She also presented the general fund summary of revenue and expenses and the fund balance. The proposed tax rate impact to the property owner is $593.00 per $100,000 of property value.

The General Fund Summery of Review shows FY19 property tax at $19,500,000, Sales Tax of $37,100,000 and Other Revenue of $24,100,000. In FY 20 property tax at $23,000, 000, Sales Tax of $42,300,000 and Other Revenue of $25,400,000. FY 21 is budgeted at property tax at $25,500, 000, Sales Tax of $39,000,000 and Other Revenue of $26,500,000.

General Fund Summary: Expense

OperatingExpense	**FY19**	**FY20**	**FY21**
Personnel	$50.2M	$52.7M	$56.6M
Contract Services	$7.2M	$7.3M	$7.8M
Materials & Supplies	$4.5M	$3.5M	$4.9M
Other	$5.8M	$5.9M	$6.3M
Total Operating Exp	**$67.9M**	**$69.6M**	**$75.7M**
Non-Recurring Expense	**FY19**	**FY20**	**FY21**
Eco Dev / TIRZ	$8.9M	$16.4M	$15.6M
Contract Services	$7.2M	$7.3M	$7.8M
Capital Outlay & Other	$2.8M	$2.7M	$3.0M
Total Non-Recurring Expense	$11.8M	$19.2M	$18.7M

General Fund Summary: Fund Balance

Summary	**FY19**	**FY20**	**FY21**
Revenue	$80.8M	$90.9M	$91.1M
Total Expenditures	$79.7M	$88.8M	$94.4M
Fund Balance	$17.2M	$19.3M	$16.0M
Fund Balance %	25.9%	28.2%	21.4%

Ms. Neel provided the Hotel Occupancy Fund and Fund Summary, which includes:

• Hotel/Motel revenue assumed 25% of FY19 actuals based on occupancy levels during pandemic

• Shared one full-time head count with General Fund to fill part-time vacancy

Hotel Occupancy Fund Summary

Summary	**FY19**	**FY20**	**FY21**
Revenue	$4.2M	$2.6M	$3.0M
Total Expenditures	3.5M	3.0M	3.3M
Fund Balance	640K	530K	494K
Fund Balance %	31.8%	26.0%	22.5%
Use of Cash Reserves	200K	200K	

Ms. Neel provided information related to the following enterprise funds:

Electric Fund

• CUAB recommended no rate increase for FY21

• Personnel Additions of a Complex Meter Technician, Senior Electrical Engineer, Electrical Engineering Technician, and a Utility Financial Analyst in the amount of $352,000

• Operating Expense Additions for contract services, vehicle leases and professional development in the amount of $133,000

• Capital Outlay Additions for a bucket truck, transformer & substation test equipment in the amount of $296,000

Electric Fund Summary

	FY19	**FY20**	**FY21**
Revenue	$58.8M	$62.3M	$63.1M
Expenses	59.5M	62.5M	63.6M
Ending Fund Balance	10.9M	10.0M	9.5M
DebtCoverage	1.28	1.18	1.20
Ending Balance in Days of Operation	55	64	61

Water/Wastewater Fund

• CUAB recommended a 5% Water rate and a 3% Wastewater rate increase in FY21.

• Personnel Additions include a Crew Leader and an irrigation inspector in the amount of $180,000

• Operating Expense Additions for contract services and vehicle leases in the amount $90,000

• Capital Outlay Additions for SCADA system, tilt camera, maintenance Skid, jet/vacuum truck, and hydro excavator in the amount of $470,000

Water/Wastewater Fund Summary

	FY19	FY20	FY21
Revenue	$40.8M	$46.0M	$50.7M
Expenses	40.5M	45.3M	50.8M
Ending Fund Balance	13.2M	11.1M	10.9M
WeatherStabilization Reserve	2.8M	2.9M	3.7M
DebtCoverage	1.28	1.3	1. 6
PotentialRate Adjustment	5% W 3% WW	5% W 3% WW	5% W 3% WW

Stormwater Fund:

• Recommended rate increase in FY21: 6.5%

• Indirect Cost Allocation revised, total impact $1.1M increase

• Capital Outlay Additions for a street sweeper, dump truck, and track hoe in the amount of $81,000

We will be using $500,000 of cash reserves

Stormwater Fund Summary

	FY19	FY20	FY21
Revenue	$5.7M	$6.0M	$7.2M
Expenses	5.1M	6.6M	7.3M
Ending Fund Balance	1.6M	1.5M	1.9M
Fund Balance %	32.8%	23.9%	26.6%
Use of Cash Reserves		500K	500K

Laurie Moyer, Director of Engineering and CIP, explained the Capital Improvement Plan (CIP) Process, which includes:

• Projects identified throughout the year and submitted for inclusion.

• Budget Policy, City Council Initiatives, Capacity, Rate and Debt capacity frame staff recommendation process.

• City Council adopts first year of 10-yr plan with annual budget.

• Final funding for adopted CIP occurs with debt sale the following spring.

• Prior to Spring issuance projects may change depending on which projects are ready and if so, can access funds through reimbursement process

• Debt issuance varies from adopted CIP amount based upon funding readiness.

Mrs. Moyer provided the FY21 Recommended CIP Totals, which include:

• General Fund - $4,485,000 – reduced by $1,754,000 due to discussions of the need to reduce costs for FY21

• Water Fund - $44,681,575 (includes participation of approximately $36,500,000 in the Alliance Water project).

• Wastewater Fund - $10,874,000

• Stormwater Fund - $9,720,000

• Electric Fund - $10,460,421

The 2021 Strategic Initiative Funding was presented, which include:
Downtown Vitalization, source of funds will be the Downtown TIRZ
• Downtown Pedestrian Safety & Comfort Improvements
• Downtown Alley Reconstruction
• Downtown Property Acquisition

Multi-Model Transportation
• Sessom/Academy Intersection Improvements
• IH-35 Improvements (SH123)
• Downtown Pedestrian Safety & Comfort Improvements (Downtown TIRZ)

City Facilities
• City Facilities HVAC Replacement
• City Facility Parking Lots
• City Facility Roof Replacements
• City Facility Major Maintenance/Repair
• HHW New Facility (Solid Waste)
• Police Department Renovations
• Airport Ramp Grant (match)

Stormwater (Former Initiative)
• Hills of Hays
• IH-35 Improvements (Sunset DS Improvements)
• Sessom/Academy Intersection Improvements

The FY21 General Fund & Other Projects include:
• Bond Projects - $4.5M for Fire Station #6 – High Point/Trace
• Tax Increment Reinvestment Zone Funded - $2.3M for Downtown Alley

Reconstruction Phase 1 and Downtown Pedestrian Safety & Comfort Imp
• Resource Recovery - $500K for Household Hazardous Waste Facility
• General - $4.5M which includes: Disaster Recovery, IH-35 Improvements, Network Infrastructure, Sessom Academy Improvements, Airport RAMP grant, Fire Engine Replacement, City Facilities, River Parks Plan, Police Department Renovations, and Public Safety Video Technology

Ms. Moyer continued her presentation and outlined the steps moving forward:
• Analyze CIP Funds, find savings to defer future debt needs
• Refine Future CIP Years to align with multi-year strategies for General Fund limitation and Stormwater rate direction.
• Pursue Alternative Funding regarding grants and partnerships to leverage

City funds and a future bond election.

Council Direction Needed
• General Fund
– Property Tax Rate
– Non-civil Service Merit/COLA Increase
– Personnel additions
• Enterprise Funds
– Water/Wastewater Rate Increase
– Stormwater Rate Increase
– Resource Recovery Increase
• Capital Improvement Projects
– Year one of 10 year CIP

Deputy Mayor Pro Tem Rockeymoore inquired about properties still under protest. Ms. Neel explained that every year there are a number of properties under protest. Generally, by July 25, the number of properties under protest was still high so a conservative number has been provided by the appraisal protest. There is a higher number of protests this year due to re-appraisals and due to Covid, some of the Appraisal Review Board appointments have been postponed.
Deputy Mayor Pro Tem Rockeymoore also inquired about the percent increase options and noted that we are looking at the smaller of all amounts considered.

Council Member Baker asked about the merit increase across the board and asked if there is another option that would allow only employees making up to a certain amount be considered for these increases. Council Member Baker would like to see the increase be adjusted for anyone that is making less than $100,000 per year. He suggested an increase of 5% to all employees making less than $100,000. Council Member Derrick expressed her support of this as well.

Mr. Lumbreras stated that analysis would need to be done and salary compression needs to be considered. Council Member Baker wants to see a more equitable solution concerning these increases.

Mayor Hughson suggested a potential "one time" increase for those making less than a certain amount and asked Council to consider one of the following three options:
Option 1 – Merit/COLA Increase as presented by staff to all employees
Option 2 – Certain % for those making less than a certain amount (that amount to be determined)

Option 3 – "one time" increase for those making less than a certain amount Council provided consensus to move forward with option 3.

Council Member Derrick would like Human Resources (HR) to do an analysis but she is in favor of increasing the percentage if we can avoid compression issues or give a one time bonus for those that make a certain amount.

Mayor Pro Tem Mihalkanin would like HR to do an analysis to determine what the budget implications may be and he would like to look at option 3.

Deputy Mayor Pro Tem Rockeymoore does not want to move too far from the norms but a bonus/payment could be considered. Budget implications must be known.

Marquez prefers option 3 for staff analysis and would like to know what other cities might do.

Baker prefers option 3 as does Hughson.

Stephanie Reyes noted that employee increases have not been given since April 2019 and that this raise was intended for October 1. In response to the Mayor's question, the raise originally set for April 2021 is no longer in the budget. She noted there should be equity in regards to civil service and non-civil service employees. She did state an analysis would need to be done. She wants to make sure there are no unintended consequences and this is why a 2.5% increase was recommended. They didn't want to wait for staff to get an increase until April 2021 as Civil service received an increase in October 2019 and will get one in October 2020. She wants to make sure council has all the information before making a decision.

Deputy Mayor Pro Tem Rockeymoore asked how this recommendation by council would interfere with Staff's recommendation.

Mr. Lumbreras, stated there are options that can be considered such as a 2% increase across the board and then a lump sum payment for those making under a certain amount. This would help with compression and he would like to see this go forward in October. This is one option that staff will analyze.

Rockeymoore and Council Member Derrick agree with the idea Mr. Lumbreras suggested with the additional compensation and the 2% increase.

Council consensus is to allow HR to look into this and provide multiple options.

Council Member Derrick asked Ms. Neel what the total operating budget is for the City. Ms. Neel stated, that with assumptions built in as presented, the total operating budget is $258,714,410.

Council Member Derrick asked how we reduced personnel by $1.8M. Ms. Neel stated this is anticipated by salary savings and vacancies.

Council Member Derrick asked about vacancies funded at 75% and what this means. Mayor Hughson stated this means they are only funded 75% of the year.

Council Member Derrick asked what year is projected for a future bond? Ms. Moyer stated they were initially thinking 2022, but the final determination has not been made. Council Member Derrick wants to make sure there is no reason to push this out further and wants to allow Council enough time to review and give their approval.
Mr. Lumbreras commented on the potential bond election and state we do not want to have a conversation on a bond election while we still have projects that are not completed. Staff has been working hard to get projects shovel ready and CIP has been re worked and if a project needs to go he will approve it and will make sure the expectations of council are being met and not in a rushed mode. Nothing will be brought forward until we are ready and we are at a point to have all elements lined up.

Council Member Derrick asked about pursuing alternative funding and if we are still down a grant position? Ms. Reyes stated that we do have a grant writer, but we did lose our grant compliance manager.

Mayor Hughson confirmed that the Revised CIP numbers are the numbers previously noted as "lean" for FY21.

Council Member Baker asked staff about an email that was sent from Linda Coker and how much of the efforts were removed regarding Historic Preservation and how much have been removed from our budget.

Shannon Mattingly, Director of Planning and Development Services said nothing was removed. Commissioner training is still funded and she asked the chair of the Historic Preservation Commission if they could provide a list of the types of training they would like to attend. One concern was staffing and we have made a shift to reduce the case load of Alison Brake and she is mostly doing historic preservation. She is currently receiving additional training.

Mayor Hughson inquired about travel and professional development and asked if this was cut. Ms. Neel stated that travel and training was cut for FY2020 and most travel was cancelled due to the pandemic anyways. There are no restrictions on training that is justified. Mrs. Mattingly stated that many conferences were already paid for and when those went virtual most of the registration fees were refunded. There was a reduction in costs due to lack of travel and many conferences going virtual. Travel and training was cut for this Fiscal Year but it is budgeted for next year.

Council provided Consensus on the following:
The Budget Timeline includes the vote to set proposed tax rate and 1st public hearing on proposed budget, CIP, and utility rates on September 1st. On September 15th, there will be a public hearing on the tax rate, 2nd public hearing on proposed budget, CIP, and utility rates, and a vote to adopt the budget, ratify tax roll, and set the tax rate.

General Fund
– Property Tax Rate, Council provided consensus on a 5% Tax Rate

– Non-civil Service Merit/COLA Increase, Council provided consensus to is to allow HR to look into this and provide an analysis as to what would be the best option.
Ms. Neel reminded council of dates for public hearing notifications and mentioned timelines are tight due to September 1st requirement to hold 1st Public Hearing on proposed budget, CIP, and utility rates.

– Personnel additions of the following:
• Fire Department – Station No.6, 3 captains, 1 firefighter in the amount of $317K (bond reserves)
• Reclassification: Engineering – 2 reclassification $22K, IT – 3 reclassification in the amount of $12K
• Community Enhancement – (Community Enhancement Fee) in the amount of $102K for a Horticultural Specialist and 2 Community Enhancement Technicians
• Facilities – HVAC Service Tech, offset by $60K reduction in O&M, $75K
• Finance – Financial Analyst, offset by 50% of Grant accountant – grant funded, $36K
Council provided consensus to move forward with these additions

Enterprise Funds:

Water/Wastewater Fund - Council provided consensus to move forward with

the 5% Water rate and 3% Wastewater rate increase in FY21.

Stormwater Fund - Council provided consensus to move forward with the 6.5% rate increase in FY21 with average impact monthly of .78 cents.

Resource Recovery Increase - Council provided consensus to move forward with a 3% rate adjustment in FY21 with average impact monthly of .78 cents.

Capital Improvement Projects - Council provided consensus to move forward with year one of the 10-year CIP

Mayor Hughson thanked staff for their work on this budget and appreciates all the time spent. City council concerns were heard and she thanked Staff for coming in with the 5% instead of the 7% increase and thank you in advance for the information you will provide on raises. We are confident this will be done.

III. Adjournment.

Mayor Hughson adjourned the budget work session meeting of the San Marcos City Council at 7:56 p.m.

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

City of San Marcos

Meeting Minutes
City Council

Tuesday, August 18, 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 3:04 p.m. Tuesday, August 18, 2020. The meeting was held virtually.

II. Roll Call

Deputy Mayor Pro Tem arrived after roll call at 3:10 p.m.

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 on text amendments to the San Marcos Development Code to address recommendations from the Alcohol Conditional Use Permit Committee, the Housing Task Force, the Historic Preservation Commission, Planning and Zoning Commission, and recommendations from City staff concerning application processing and requirements, block perimeter standards, Certificate of Appropriateness appeals, Concept Plat applicability, right-of-way dimensional standards, building type definitions, Neighborhood Density District zoning regulations, Character District zoning regulations, a new Special Events Facility use, multifamily parking standards, accessory dwelling units, neighborhood transitions, durable building materials, detention and water quality requirements for plats of four residential lots or less, detention requirements outside the Urban Stormwater Management District, delineation of water quality and buffer zones, channel design for water quality zone reclamation, sensitive geologic feature protection zones, geological assessment waivers, and Qualified Watershed Protection Plan applicability, and adoption of Appendix Q of the International Residential Code. Such presentation will also include an update on the status of the San Marcos Strategic Housing Action Plan.

Bert Lumbreras, City Manager, provided a brief update regarding Phase 2 of the Land Development Code (LDC) amendments. Mr. Lumbreras stated the amendments are also on this evening's regular meeting agenda for consideration. Mr. Lumbreras stated the items are the result of over a year-long process beginning in the Spring of 2019.

City Council approved the Phase 1 amendments last December, and we were on track to bring Phase 2 in the spring but were delayed due to COVID-19. Amanda Hernandez, Development Services Manager, and Greg Schwarz, Senior Engineer, will provide a description of the topic, reason for change, proposed revision, and the Planning and Zoning Commission's recommendation. The Land Development Code is an integral part of directing how the community grows and making any changes understandably involves thoughtful deliberation. There will be a public hearing and action on the proposed amendments at the regular meeting tonight. Mr. Lumbreras stated that Ms. Hernandez will present the proposed amendments.

Ms. Hernandez provided the code amendment history:

• March – May, 2019 – Public Solicitation for Amendments
• June, 2019 – City Council / Planning and Zoning Commission Joint Workshop
• December, 2019 – Phase 1 approved by City Council
• March 3, 2020 – Phase 2 initial authorization from City Council
• May 12, 2020 – Phase 2 Public Hearing at Planning & Zoning Commission(postponed from March 28, 2020 due to COVID-19)
• June 9, 2020 – Phase 2 Recommendation from Planning and Zoning Commission
• August 18, 2020 – Phase 2 Work Session Presentation & Discussion
• August 18, 2020 – Phase 2 Public Hearing and Action
• September 1, 2020 – Phase 2 Ordinance Reconsideration

Mr. Schwarz presented items one through nine. Ms. Hernandez presented items ten through thirty-eight.

Michael Ostrowski, Assistant Director of Planning and Development Services, provided a brief update on the status Strategic Housing Action Plan. The Planning and Zoning Commission eliminated some actions but staff provided other actions. Mr. Ostrowski provided the next steps in Strategic Housing Action Plan to Council in the next couple of months for consideration, present the plan on Housing Task Force recommendations, the Planning and Zoning Commission recommendations and other alternate recommendations developed with the Comprehensive Plan Project.

Discussion was held on recommendation item #15 that exempts smaller lot and infill development from the Lot Width to Depth requirements. This amendment would exempt infill development only (not small lot development)

from the 3:1 lot width to depth requirement. The amendment as proposed would not allow these lots to exceed a 6:1 width to depth ratio. Council consensus was in agreement with the Planning and Zoning Commission recommendation to remove this item from the list because someone can still apply for it, it just will not be allowed by right. The request would be decided by the Planning and Zoning Commission.

Discussion was held on recommendation item #17 regarding Tiny Homes in the Development Code. They are allowed, as long as they meet our building codes, but haven't specifically been listed. This is to add the option for updated use table to show that tiny homes are allowed. Council would like to see this added.

Mayor Hughson stated concerns with certain lot size and limit on lot size. Mayor Hughson would like this added to the code.

Council Member Baker stated about tiny home village and what constitutes such? Ms. Hernandez stated when there is more than one home on lot. Would a tiny home build an accessory unit? Ms. Hernandez stated no the accessory unit would need to be 250 ft. and could be permitted.

Discussion held on recommendation #19 regarding initial authorization from City Council for amendments initiated, requested, or directed by City Council. Mrs. Mattingly stated this initial authorization would only be skipped by council if specific direction was provided.

Discussion held on recommendation #26 regarding occupancy restrictions. Motion will be made later this evening at the regular meeting. Leave CD 3 as is and create a new CD-2.5 that has most of the characteristics of CD-3, but with only detached houses, ADUs, and occupancy restrictions.

Discussion held on recommendation #32 regarding PSA for increase in density. Council Member Derrick asked if postponing this item would create issues. Ms. Hernandez stated it could be postponed but would like to approve the clarity portion. Council consensus is to remove #32 Staff Proposal Summary #7 to reduce the number of meetings and therefore reduce the amount of time required.

Mayor Hughson suggested to add table 4.5 option for character districts in low intensity to add clarity. Council consensus to add table 4.5 to the code.

See Exhibit B (attached to minutes)

Discussion held on recommendation #35 to require a conditional use permit for ADUs in single family neighborhoods. Mayor Hughson stated that she would be in favor of reducing the fee if this is approved. Discussion was held regarding on permitted vs. limited in accessory dwelling units. Council consensus is to remove item #35.

Consensus on #38 is to not have any exemptions for parking in CD-5D districts over 4 parking spaces and allow for a Conditional Use Permit otherwise.

Council consensus was provided to move forward with the following:

1. Removal of Amendment #26 which was intended to add occupancy restrictions to Character District 3 (CD-3).
2. Removal of Staff Proposal #7 under Amendment #32 which would require additional meetings for Neighborhood Density District requests in Existing Neighborhoods and only require the Neighborhood Presentation Meeting as currently required in the Development Code.
3. Add the provided table, and required associated text, to Amendment #32 which provides clarity for Character District zoning change requests in Low Intensity Areas on the Preferred Scenario map.
4. Removal of Item #35 which would require a Conditional Use Permit for Accessory Dwelling Units in certain zoning districts.
5. Removal of Item #37 which would allow an exemption for parking for small multifamily in CD-5D, but keep the conditional use permit process for properties with up to 5 units.

Mayor Hughson abstained from the vote on Item #29 adding a new Special Event Facility because the letter in the packet indicates a request by her neighbor for this new zoning district.

To see the full staff recommendation table see exhibit A (attached to minutes)

III. Adjournment.

A motion was made by Mayor Pro Tem Mihalkanin, seconded by Deputy Mayor Pro Tem Rockeymoore, to adjourn the work session meeting of the City Council at 5:28 p.m., August 18, 2020. The motion carried by the following vote:

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

Against: 0

Tammy K. Cook, Interim City Clerk

Jane Hughson, Mayor

Exhibit A - Recommendation Table

Item #	Amendment Type	Code Section	Proposed Amendment	Staff Notes & Recommendation
1	Engineering Department Recommendation	2.6.1.1.D, - 2.6.1.4	Make Qualified Watershed Protection Plans administrative	This recommendation from the Engineering Department was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented to include administrative approval capability for Qualified Watershed Protection Plans. P&Z recommended an amendment that would require an informational meeting with the Commission Watershed Protection Plans for projects over 40 acres**
2	Engineering Department Recommendation	3.9.1.1.G	Add exception to detention/retention requirement for residential plats of 4 lots or less. Require approved drainage analysis and payment-in-lieu to stormwater management fund.	This recommendation from the Engineering Department was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented to include fee-in-lieu option for minor plats demonstrating no adverse impacts. P&Z recommended providing standards for exemption including lot size and impervious cover limits, and to not allow exemption for 4 lots with the intention of creating more than 4 lots in the future.**
3	Engineering Department Recommendation	6.1.1.2.B	Add exception to detention and/or water quality requirements for significantly constrained sites outside the Urban Stormwater Management District.	This recommendation from the Engineering Department was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented to include waiver option when payment into stormwater management fund is made, and no adverse impacts have been demonstrated through a drainage analysis.**
4	Engineering Department Recommendation	6.1.1.1.D	Add exception to water quality requirements for residential plats of 4 lots or less.	This recommendation from the Engineering Department was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented to waive water quality requirements for residential plats of four lots are less that are served by an existing street. P&Z recommeded providing standards for exemption including lot size and impervious cover limits to mirror Item #2 changes.**
5	Engineering Department Recommendation	6.2.2.1 - 6.2.2.2	Clarify how WQZ and Buffer Zones are delineated now that entire floodplain is considered floodway	This recommendation from the Engineering Department was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented to clarify how the water quality zone and buffer zone are determined.**

Exhibit A - Recommendation Table

Item #	Amendment Type	Code Section	Proposed Amendment	Staff Notes & Recommendation
6	Engineering Department Recommendation	6.2.2.3.C	Modify sensitive feature protection zone to include 25 ft buffer around feature and additional buffer in upstream direction.	This recommendation from the Engineering Department was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented to include a buffer around the feature and additional buffer in upstream direction.**
7	Engineering Department Recommendation	6.2.3.2	Require reclamation of water quality zones to incorporate natural channel design and shape.	This recommendation from the Engineering Department was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented to require the incorporation of natural channel function, aesthetics, and design.**
8	Engineering Department Recommendation	6.3.2.1.C	Add waiver of geological assessment requirement for sites that do not warrant assessment	This recommendation from the Engineering Department was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented to allow waivers from the Responsible Official for sites that do not warrant assessment.**
9	Engineering Department Recommendation	6.2.3.5	Clarify mitigation requirements within water quality and buffer zones	This recommendation from the Engineering Department was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented to clarify mitigation requirements within water quality and buffer zones.**
10	Alcohol Conditional Use Permit Committee Recommendation	2.8.3.5	Expire conditional use permits after 3 years. (no longer allow lifetime approvals)	This recommendation from the Alcohol Coniditonal Use Permit Committee was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented which would require all Alcohol CUP holders to renew their permit, at a minimum, every three years.**
11	Alcohol Conditional Use Permit Committee Recommendation	2.8.3.6	Limit appeal eligibility to applicant only. (does not remove citizen appeal eligibility)	This recommendation from the Alcohol Coniditonal Use Permit Committee was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented which would limit appeal eligibility of those within the 400' buffer zone to decisions of approval only.**
12	Alcohol Conditional Use Permit Committee Recommendation	5.1.5.5	Require all permit holders to keep site in clean and sanitary condition.	This recommendation from the Alcohol Coniditonal Use Permit Committee was reviewed at the June 5, 2019 workshop. **Staff recommends consideration of the edits as presented which would require all Alchol CUP holders to keep their site in a clean and sanitary condition.**

Exhibit A - Recommendation Table

Item #	Amendment Type	Code Section	Proposed Amendment	Staff Notes & Recommendation
13	Alcohol Conditional Use Permit Committee Recommendation	7.4.2.1	Update noise ordinance to include enforcement details and procedure.	This recommendation from the Alcohol Coniditonal Use Permit Committee was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented which would clarify applicability, measurement protocols, the hours max decibils are allowed, the max decibels allowed from single-family residential zoning or uses, and provide specific instances where exemptions are allowed. P&Z recommened changes to provide clarity and remove single family specific regulations.**
14	Housing Task Force Recommendation	2.5.1.4	Add “meets affordability needs as defined in the Strategic Housing Action Plan” as rezone evaluation criteria.	This recommendation from the Housing Task Force was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented which would require staff and decision makers to consider alignment with all applicable City Council adopted plans as a criteria for approval when considering rezones.**
15	Housing Task Force Recommendation	3.6.3.1	Exempt smaller lot and infill development from the Lot Width to Depth requirements	This recommendation from the Housing Task Force was reviewed at the June 5, 2019 workshop. **Staff recommends consideration of the edits as presented. This amendment would exempt infill development only (not small lot development) from the 3:1 lot width to depth requirement. The amendment as proposed would not allow these lots to exceed a 6:1 width to depth ratio. P&Z Recommended Denial of this amendment.**
16	Housing Task Force Recommendation	4.4.6.1	Allow ADU parking in second layer of lot.	This recommendation from the Housing Task Force was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented which would allow the additional parking required for Accessory Dwelling Units in the second, as well as third layer of the lot**.

Exhibit A - Recommendation Table

Item #	Amendment Type	Code Section	Proposed Amendment	Staff Notes & Recommendation
17	Housing Task Force Recommendation	Chapter 7, Article 6 San Marcos Code of Ordinances, Chapter 14, Buildings and Building Regulations	Modify definition of RV and manufactured home parks to include tiny homes. Adopt Appendix Q of 2018 building code	This recommendation from the Housing Task Force was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented which would clarify that 1) tiny homes (built to building code) are allowed in Manufactured Home zoning districts and should follow Manufacture Home park standards, and 2) that tiny home construction and inspections shall meet requirements in Appendix Q of the International Residential Code.** **Staff recommends consideration of tiny home specific standards and policy decisions following the update and adoption of the San Marcos Comprehensive Plan.**
18	Predevelopment Meetings	2.3.1.1 (D)	Make predevelopment meetings mandatory. Provide Resposible Official with authority to waive if application does not warrant a meeting.	This is an additional amendment identified by staff since the the June 5th workshop and Phase 1 amendments. **Staff recommends the amendment as presented to require predevelopment meetings unless waived by the Responsible Official.**
19	Text Amendments	2.4.1.2 (B)	Remove requirement for initial authorization from City Council for amendments initiated, requested, or directed by City Council.	This is an additional amendment identified by staff since the the June 5th workshop and Phase 1 amendments. **Staff recommends the amendment as presented to remove requirement for initial authorization from City Council when analysis and recommendation on amendment is requested or directed by Council.**
20	Zoning Procedures	2.5.1.2-2.5.1.3	Allow Planning & Zoning Commission to recommend approval of a less intense zoning district classification. Allow City Council to approve a less intense zoning district classification.	This is an additional amendment identified by staff since the the June 5th workshop and Phase 1 amendments. **Staff recommends the amendment as presented to allow Planning and Zoning Commission and City Council to recommend and approve a less intense zoning district classification.**
21	Certificates of Appropriateness	2.5.5.5	Make City Council (not ZBOA) the appellate body for City owned properties.	This amendment was reviewed by City Council and Planning & Zoning Commission at June 5, 2019 Workshop with the recommendation to staff to bring forward. **Staff recommends consideration of the amendment as presented. This amendment would designate City Council as the appellate body for City owned properties.**

Exhibit A - Recommendation Table

Item #	Amendment Type	Code Section	Proposed Amendment	Staff Notes & Recommendation
22	Concept Plats	3.2.1.1	Exempt applicant from requirement for Concept Plat when applicant is ready to submit a Preliminary Plat	This is an additional amendment identified by staff since the the June 5th workshop and Phase 1 amendments. **Staff recommends the amendment as presented to remove requirement for a Concept Plat when the applicant is prepared to submit a preliminary plat.**
23	Block Perimeter	3.6.2.1	Increase maximum block perimeter in ETJ from 3,000 feet to 5,000 feet.	This is an additional amendment identified by staff since the the June 5th workshop and Phase 1 amendments. **Staff recommends the amendment as increase the maximum block perimeter in the ETJ from 3,000 feet to 5,000 feet.**
24	Block Perimeter	3.6.2.1	Add waiver/exception to block perimeter requirement in Heavy Industrial districts.	This amendment was reviewed by City Council and Planning & Zoning Commission at June 5, 2019 Workshop with the recommendation to staff to bring forward. **Staff recommends consideration of the amendment as presented to allow for an increased block perimeter in HI districts in order to accomodate facilities that by their nature, are larger than general commercial facilities. Staff recommends not allowing the perimeter to exceed any more than what is needed for the individual structure and the required parking and landscaping.**
25	Streets	3.7.2.2- 3.7.2.6	Align right-of-way standards in Development Code to recommendations appendix of Transportation Master Plan.	This is an additional amendment identified by staff since the the June 5th workshop and Phase 1 amendments. **Staff recommends the amendments as presented to ensure the dimensional standards for ROW in the Development Code match the Transportation Master Plan.**
26	Zoning	4.4.3.3.	Include occupancy restrictions in CD-3 zoning.	This is an additional amendment identified by staff since the the June 5th workshop and Phase 1 amendments. **Staff recommends the amendment as presented to apply occupancy restrictions in CD-3 zoning districts which are intended for low density residential.**

Exhibit A - Recommendation Table

Item #	Amendment Type	Code Section	Proposed Amendment	Staff Notes & Recommendation
27	Building Types	4.2.1.1 (Update 4.4.1.1-4.4.3.7 to reflect updated definition)	Provide better definition for "house" and "cottage."	This is an additional amendment identified by staff since the the June 5th workshop and Phase 1 amendments. **Staff recommends the amendments as presented to clarify that since a "house" and "cottage" building type are identical and the base standards of the zoning district determine the structure size and scale, only one building type is necessary.**
28	Historic Preservation Commission Recommendation	San Marcos Design Manual, Section C.5.1.1	Add sustainability purpose section to Historic Design Guidelines Standards for Sustainability	Resolution 2019-03RR was approved by Council in December 2019.In February 2020, Council directed staff to bring forward amendments during the current update rather than as a separate agenda item. **Staff recommends consideration of the edits as presented in order to include a purpose statement in the Sustainability Guidelines in Historic Districts section of the Design Manual.**
29	Event Center Use	5.5.5.9	Add new "Special Events Facility" use	This amendment was requested by a developer in January 2020. **Staff recommends consideration of the amendments as presented in order to facilitate this new use city-wide.**
30	Neighborhood Density District	4.4.2.2	Add an ND-3.2 zoning district which allows more moderate increase in density, setbacks, and allowed housing types from conventional residential districts	City Council request to expedite this amendment at the January 7, 2020 work session. **Staff recommends consideration of the amendment as presented.**
31	Comprehensive Plan Map Amendments	2.4.2.3	Require majority-plus-one vote from Planning & Zoning and City Council for all comprehensive plan map amendments	City Council request to expedite this amendment at the January 7, 2020 work session. **Staff recommends consideration of the amendment as presented.**
32	Application Processing-Informational Meetings	4.1.1.6	Require Comprehensive Plan Map Amendment any time a higher intensity zoning designation is requested Remove "Corridor" column from table.	City Council request to expedite this amendment at the January 7, 2020 work session. **Staff recommends consideration of the amendment as presented which would require additional votes and additional meetings for requests in existing neighborhoods.**
33	Neighborhood Transitions	4.3.4.5	Replace current standards with requirement that Commercial use across the street from established residential use be limited to 1 story.	The addition of this amendment was requested by City Council at the March 3rd work session. **Staff recommends consideration of the amendment as presented to limit height within a certail distance of a single family zoning district.**

Exhibit A - Recommendation Table

Item #	Amendment Type	Code Section	Proposed Amendment	Staff Notes & Recommendation
34	Durable Building Materials	4.3.5.1.7	Include a statement that the City prefers the use of Durable Building Materials	The addition of this amendment was requested by City Council at the March 3rd work session. **Staff recommends consideration of the amendment as presented.**
35	Accessory Dwelling Units	5.1.1.2 5.1.3.1	Change from by-right to conditional use in all districts	The addition of this amendment was requested by City Council at the March 3rd work session. **Staff recommends consideration of the amendment as presented which would require a CUP in low density, single-family districts.**
36	Parking	7.1.2.1	On street parking should not count towards Multifamily parking requirement in CD-5D districts	The addition of this amendment was requested by City Council at the March 3rd work session. **Staff recommends consideration of the amendment as presented.**
37	Parking	7.1.2.2.B.1	Remove exemption for projects of 10 or fewer units in CD-5 and CD-5D zones	The addition of this amendment was requested by City Council at the March 3rd work session. **Staff recommends consideration of the amendment as presented which would allow an applicant to seek approval from City Council.**
38	Character District	4.4.3.3	Add a Character District (CD) between 2 and 3 that allows single family with occupancy restrictions compatible with other CDs	The addition of this amendment was requested by City Council at the March 17th regular meeting. **Staff recommends consideration of the amendment as presented.**

EXHIBIT B

Table 4.5" Option for Character Districts in Low Intensity

	FD, AR, SF-R, MR, SF-6, SF-4.5 (includes ETJ adjacent to the above)	DR, D, PH-ZL, TH, MF-12, P	MU, MF-18, MF-24, P	OP, NC, CC, GC, HC, LI, HI, MH, VMU, P
CD-1	C	C	C	C
CD-2	C	NP	NP	NP*
CD-2.5	C	NP	NP	NP*
CD-3	NP	C	C	NP
CD-4	NP*	C	C	C
CD-5	PSA	NP*	C	C

City of San Marcos

Meeting Minutes
City Council

Tuesday, August 18, 2020 | **6:00 PM** | **Virtual Meeting**

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

I. Call To Order

With a quorum present, the regular meeting of the San Marcos City Council was called to order by Mayor Hughson at 6:03 p.m. Tuesday, August 18, 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

Carla Flores and Matthew Marnon, expressed their concerns about the apartments being built near La Cima subdivision and to take into considerations of apartment complex limited to a two-story building, and moved to east side of West Centerpoint or deeper into the subdivision.

Betsy Robertson, spoke against item #35 on the Land Development Code. She asked Council to eliminate this requiring a Conditional Use Permit for Accessory Dwelling Units and continue to allow ADUs by right in all zoning districts that allow residential uses.

Kimberly Adams is concerned about affordable housing and, would like Council to accept the Housing Taskforce Initiative report in full or would like for Council to postpone related items, if it cannot accept the initiative in its entirety.

Lamar Hankins stated amending the Land Development Code should be the City Council seeking to satisfy the needs of the community as a whole, rather than the needs of parties whose primary interest is in making profits, often at the expense of our citizens, rather than in the interest of those citizens.

Thea Dake stated there has been a great deal of input from residents at workshops and Planning and Zoning meetings. Asked Council to make the best decisions in protecting all of the neighborhoods in the final revisions of the Land Development Code.

June Hankins would like for City Council to assure that any changes made to the Land Development Code are consistent with the Comprehensive Plan for the City of San Marcos. She hopes City Council will continue to protect neighborhoods as revisions are made on the Land Development Code.

Kendra Wesson stated there has been much input from residents at workshops and Planning and Zoning meetings. She trusts the Council will continue to make the best decisions on protecting neighborhoods in the final revisions of the Land Development Code.

Gabrielle Moore would like Council to delay the changes to the Land Development Code and reconvene the Housing Task Force to study the implications of the proposed changes. Council should avoid pushing changes that negatively impact housing access for the community. She asked Council to postpone voting on the changes and send it back to the Housing Task Force.

Joanna & Otto Tegtmeyer stated the Land Development Code should meet the needs of the community as a whole, not the desires of entrepreneurs, investors, developers, land speculators, and those who profit off of them. They trust that in amending the Land Development Code, the City Council will satisfy the needs of the community as a whole, and not the needs of parties whose primary interest is in making profits, often at the expense of the citizens, rather than in the interest of the citizens.

Virginia Condie, San Marcos River Foundation would like for Council to postpone item #22 regarding Capes Dam. She asked council not to work with the county to rebuild or repair the dam and stated the fastest and cheapest answer is to remove the dam. She is concerned about the financial costs in the future for San Marcos residents.

Camille Phillips, expressed her concerns on item #24 The Barracks Townhomes being near a floodplain and the impact it could have on nearby building during future floods.

Mary Cauble stated there has been much input from residents at workshops and Planning and Zoning meetings. She trusts the Council will continue to

make the best decisions on protecting neighborhoods in the final revisions of the Land Development Code.

Karen Brown spoke on the Land Development Code. She is aware of the effort labeled "Affordable Housing" that calls for significant revisions to the Land Development Code. She and her husband are heavily involved in volunteer efforts to assist economically disadvantaged members of the community. Many developers are destroying neighborhoods by building large apartment complexes and business properties in existing neighborhoods, driving up taxes which makes it difficult for low and even middle-income people to continue to live in their neighborhoods. Some are asking the Council to dilute the Land Development Code in the interest of providing "Affordable Housing". She feels this weakens the Land Development Code and will do more to enrich developers than to benefit the economically disadvantaged in our community. She want Council to continue to make the best decisions for protecting residents in their neighborhoods in their final revisions of the Land Development Code.

Kimberly Meitzen, spoke on the City Council's original vote for the removal of Cape's Dam. Council has been informed of the science on the ecological benefits of removing Cape's Dam and she shared statistics on low head dam related deaths in Texas (20 total since 1995) and specifically the San Marcos River (7 deaths since 1995 with one of those occurring at the mill race falls in 2017). Council already had to approve costly repairs for Rio Vista Dam, and will continue to do so each time it is damaged by flooding. Cape's Dam needs to be removed. Why when multiple agencies are working extensively to acquire grants for environmental enhancement of this reach would the City of San Marcos disregard them and make a decision to continue harming and degrading the health of the San Marcos River by repairing a dam that no longer serves its intended purpose? Why decide to sustain (and maintain) a structural hazard in the San Marcos River? Why make a decision that will continue to spend taxpayer's money on future repairs (which will be required)? The City of San Marcos can have an east side river park that commemorates the settlement history of this region and we can tell that story without continuing to degrade the San Marcos River by keeping it dammed.

Griffin Spell, spoke in support of the recommendations made by the Planning & Zoning Commission, the Historic Preservation Commission, and members of the Department of Planning and Development Services for amendments to the City's Development Code (Item 26). Unfortunately, the City is in competition with numerous out-of-town investors with deep pockets, who are

driving up housing prices nationwide looking for investment properties. It is disappointing that, in the discussion about "affordable housing", helping first time homebuyers seems to have been neglected. He believes that the recommendations will start to address this urgent issue. The evidence is clear that owner-occupied housing provides stability and community in growing cities, and that owning your home is the surest way that all citizens of San Marcos can build equity and generational wealth. There are tools in our toolbox, like occupancy rules already in place for single family housing, which incentivize home ownership and owner-occupancy of our city's limited single-family housing stock and promote equality and opportunity for all our citizens. He urges Council to continue working to provide a reliable renter-to-homeowner pathway for citizens like me to own an affordable home in San Marcos.

Haley Clements expressed her concerns on the proposed apartment complex at the entrance to La Cima neighborhood. She is concerned about the maintenance of drainage ditches on the property since apartment complex are not required to pay HOA dues. She would like Council to consider the apartment complex limited to a two-story building and the possibility of placing the apartment complex on the east side of West Centerpoint Road with its own entrance off Ranch Road 12, to preserve the beautiful and inviting entrance to La Cima.

Alfonso Sifuentes, Director of Public Sector Services & Community Relations with Central Texas Refuse, expressed his concerns on item #32 for the contract renewal with Texas Disposal System. He would like to see this go out for bid to ensure that the City gets the best deal. He noted that his company participates in the communities in which they do business.

J. Kama Davis, expressed her concerns on the changes in San Marcos' Land Development Code. She urged the Council to continue to protect all of us residents, all of our neighborhoods, and our ability to purchase or stay in our homes, rather than be pushed into rentals. The Land Development Code should be used in a way that corrects the systemic problems that have denied people access to truly affordable housing, permanent homes, and to serve, residents with middle and low incomes.

Stephen Ramirez noted history of the river and the improvements that have occurred over the years. He expressed his concerns regarding Cape's Dam and the city council abandoning the 2016 decision to remove the old structure.

Kelly Stone expressed her concerns on items #20, 21, 22 and the impact on housing. She request that the city council remove the dam.

Amy Meeks asked city council to continue the steadfast, reasoned response to the suggestions put forth by the SMTX 4 All Taskforce and Not implement the following into the Land Development Code. She asked that in-fill housing assistance in the form of fee waivers, clear path permitting, and/or reduced parking for additional units not be allowed. Please do not allow re-zoning initiated by the city of both undeveloped and in-fill properties. Allowing new zoning in established areas would change the very fabric of that particular area which is causing it to thrive. Please allow the Comprehensive Master Plan for San Marcos to be the guide and continue to accommodate residents in all stages of life. She asked council to support the 38 recommendations made by Planning and Zoning in their meeting of June 9. As Council members who represent all of the citizens of San Marcos, she implores council to continue listening to everyone's input and then sculpting the responses and votes to reflect what is truly in the best interest of all of San Marcos.

PRESENTATIONS

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

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

Known Cases – as of August 14
• >5.4 million U.S. cases with more than 169,000 fatalities. (Nearly 42,000 new cases since the previous day)
***source: Center for Disease Control and Prevention**
• >535,000 (125,500 active) cases in 251 Texas counties with 9,983 fatalities
***source: Texas Department of State Health Services**
• 5,111 in Hays County with 41 fatalities (2,641 active and 2,421 recovered)
This is 212 fewer active cases but 13 more fatalities than on August 4
– 1,209 active and 1,289 recovered in San Marcos (20 fatalities)
– 127 cases have required hospitalization, 16 currently in hospital
***source: Hays County Health Department**

Updates to Governor Abbott's Actions
• August 4: Update on PPE Distribution to Texas Schools
– State will continue to purchase and distribute PPE to schools at no cost to the school districts
– The state has already distributed 59,410,640 masks, 567,948 gallons of hand

sanitizer, 24,017 thermometers, and 511,294 face shields.
• August 8: Renews COVID-19 Disaster Declaration
– Renews the disaster declaration for all Texas counties that was first issued on March 13
• August 13: Texans must avoid "COVID-19 fatigue"
– Continue to comply with health standards — including wearing a mask, social distancing, and staying home as much as possible.
– Stated in briefing with local officials in Lubbock – other stops have included El Paso, Victoria, Beaumont, Dallas and McAllen

Testing Overview
• 27,939 tests administered county wide
– 22,801 negative (81.7%)
– 5,111 confirmed (18.3%)
– 27 pending
• County free testing – Live Oak Clinic on Broadway
– CDBG-CV grant application in process to enhance these services
• Additional free testing sites – Texas Department of Emergency Management
– 6 consecutive days in San Marcos beginning 8/24 – San Marcos High School from 10-2pm and 300 tests per day or until supplies run out.
– 7 consecutive days in Kyle – location and date to be determined
Upcoming considerations
• City re-opening plan
• Transition to in-person meetings

Mr. Stapp asked for feedback from Mayor and Council about coming back to in-person meetings and what setup should be in place on the dais, in chambers, and technology to hold meetings. Mr. Stapp mentioned that there are several employees in offices and modifications have been made which include plexiglass dividers between desks and counters. He noted that we can consider a hybrid approach with some council members in chambers and others online.

Mayor Jane Hughson noted that the space allowed for council members at the dais is limited and council members are seated close together.

Deputy Mayor Pro Tem Rockeymoore stated that studies have shown that the 6 foot rule doesn't always help with the spread of the virus. Some are in the vulnerable population or have family members who are. He would be okay with coming back to the chambers, but he believes a hybrid approach would be effective.

Council Member Marquez asked what percentage of staff have transitioned into the office. Mr. Stapp stated it varies on the department and the nature of the services being provided. Dr. Marquez asked how many staff have been infected. Mr. Stapp stated that the numbers have been low and Human Resources is monitoring those numbers. Council Member Marquez asked if Council return to in-person meetings will the public attending be required to follow the same guidelines. Mayor Hughson stated that there are many concerns for staff and public in regards to social distancing, disinfecting and flow of the public.

Council Member Gonzales stated he doesn't feel comfortable coming back until the numbers of cases decline.

Council Member Baker stated he doesn't feel comfortable coming back and feels there have been no issues with holding the meetings remotely. Public interaction has been lost slightly but we are continuing to find better solutions.

Council Member Derrick doesn't feel comfortable coming back and having citizens sit in the building. She would like to have the numbers lower before coming back into the environment. She noted the limited space for council members at the dais.

Mayor Pro Tem Mihalkanin asked how many students are enrolled at Texas State University. Mr. Lumbreras stated that it is down to approximately 36,000. Mr. Mihalkanin asked of those students how many live in San Marcos or Hays County. Mr. Lumbreras stated that the University was struggling to get the numbers with who lives in the community or outside community. With an influx of people and a virus in the area we would want to be prudent and know the increases of active cases. Dr. Mihalkanin believes it is too early to go back to the Council Chambers due to the limited size of the room. When it is time to return he would like staff to strongly consider using rooms at the Activity Center. This would accommodate the 6 foot spacing for city staff and it ensures adequate spacing for citizens.

Mr. Stapp stated that there are logistics to moving to a bigger room but staff will look into it. Council consensus is that it is too soon for this.

Mayor Hughson stated that what we are doing now is easier and we will continue to utilize Zoom until the Covid numbers decline.

Mr. Lumbreras stated that reopening city hall will be done on a phased in approach perhaps some on the dais and others online. Council members agreed. There could be staggered days/shift which would allow easier contact tracing if we limit the number of people back to offices. He also made the point that we need to know who is in City Hall and when for contact tracing.

Mayor Pro Tem Rockeymoore asked about reopening of parks and a phased approach. Mr. Stapp stated that is being discussed in the reopening plan.

Council Member Baker asked about the business behavior with over capacity and not having an audit for percentages and what kind of actions are being taken. Mr. Stapp stated that we received one complaint due to the a business serving alcohol but did not having a food permit. This was closed down by the Fire Marshal. Texas Alcoholic Beverage Commission is tracking those numbers and the licenses.

Mr. Stapp concluded the presentation with a reference to Texas RioGrande Legal Aid. He mentioned they have good resources for rentals and owners and their website has been added to the City's webpage.

CONSENT AGENDA

A motion was made by Mayor Pro Tem Mihalkanin, seconded by Council Member Baker, to approve the consent agenda, with the exception of items 8,10,17,18 and 22, which were pulled and considered separately. The motion carried by the following vote:

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

Against: 0

2. Consider approval, by motion, of the following meeting Minutes:
A. August 4, 2020 - Work Session Meeting Minutes
B. August 4, 2020 - Regular Meeting Minutes

3. Consider approval of Ordinance 2020-48, on the second of two readings, 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.

4. Consider approval of Ordinance 2020-49, on the second of two readings, 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.

5. Consider approval of Ordinance 2020-50, on the second of two readings, annexing into the City approximately 83.291 acres of land located at 2519 Redwood Road; including procedural provisions; and providing an effective date.

6. Consider approval of Ordinance 2020-51, on the second of two readings, 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.

7. Consider approval of Ordinance 2020-53, on the second 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.

8. Consider approval of Ordinance 2020-54, on the second 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; providing a savings clause; providing for the repeal of any conflicting provisions; and declaring an effective date.

MAIN MOTION: a motion was made by Council Member Baker, seconded by Mayor Pro Tem Mihalkanin, to approve Ordinance 2020-54.

MOTION TO AMEND: A motion was made by Mayor Hughson, seconded by Council Member Marquez, to amend Section 1. Sec. 78.103 (a) by removing "on the first through 30th days" and removing (b) and (c). The section would now read as follows:

SECTION 1. Sec. 78.103. Reporting and payment. (e) (1)
(1) For hotel occupancy taxes required to be collected for the months of August 2020 through September 2023:
a. 5 percent if paid after the due date;

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

MAIN MOTION: to approve Ordinance 2020-54 on the second of two reading as amended.
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

9. Consider approval of Ordinance 2020-55, on the second 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.

10. 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.

A motion was made by Council Member Baker, seconded by Mayor Pro Tem Mihalkanin, to approve Resolution 2020-155R.

Michael Cosentino, City Attorney, stated the legal counsel for Axon did confirm the language discussed at the last meeting is not included within our contract. The contract include the following language.

Paragraph 2: Agency Owns Content: The Agency controls and owns all right, title, and interest in and to Agency Content and TASER obtains no rights to the Agency Content and Agency Content are not business records of TASER. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. TASER will have limited access to Agency Content solely for the purpose of providing and supporting the Evidencde.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of the Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.

Paragraph 5: Data Privacy: TASER will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. TASER will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow TASER access to certain information for the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of

our regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

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

11. Consider approval of Resolution 2020-166R, awarding a contract to Johnston Technical Services, Inc, through the Texas Comptroller of Public Accounts, Department of Information Services Purchasing Cooperative for the Public Services Communications Tower project in the total estimated amount of $286,381.31; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

12. Consider approval of Resolution 2020-167R, approving a contract with the Texas Health and Human Services Commission (HHSC) providing funding for the City's Women, Infants, and Children ("WIC") nutrition program with a $14.72 per-participant reimbursement rate for a term of five years; authorizing the City Manager or his designee to execute the contract on behalf of the City; and providing an effective date.

13. Consider approval of Resolution 2020-168R, approving an agreement with Library Interiors of Texas, LLC through the Choice Partners Cooperative in the estimated amount of $86,750.00 for moving library shelving for the renovated San Marcos Public Library; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring effective date.

14. Consider approval of Resolution 2020-169R, approving a change order to the Design-Build Construction Contract with JE Dunn Construction relating to the renovation of the San Marcos Public Library for the addition of a 65,000 gallon rainwater collection system in the net increase amount of $247,813.14 bringing the total contract price to $13,134,113.14; authorizing the City Manager or his designee to execute all necessary documents on behalf of the City; and declaring an effective date.

15. Consider approval of Resolution 2020-170R, approving Change in Service No. 3 to the construction contract with Cash Construction Company, Inc. for the Main Lift Station Force Main Replacement Project to increase the contract price by $824,481.25 to add the replacement of a wastewater main on University Drive from Moon Street to North LBJ Drive; 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.

16. Consider approval of Resolution 2020-171R, approving an Advance Funding Agreement (AFA) with the State of Texas, acting through the Texas Department of Transportation

(TxDOT) for the Guadalupe Street (Loop 82) Improvements project from University Drive to Grove Street including bike lanes, parking, bike signals and signs; with an estimated cost of participation by the City in the amount of $36,954.00; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

17. Consider approval of Resolution 2020-172R, authorizing the use of the Power of Eminent Domain to acquire fee simple title to 0.1454 acres of land out of the J.M Veramendi Survey No. 1, Abstract No. 17, Hays County, Texas, such parcel being at the Southeast Corner of River Road and West Uhland Road and within a larger parcel of 6.92 acres located at 1816 Uhland Road, San Marcos, Texas, for right-of-way, drainage and related improvements associated with the Uhland Road Improvements Project; determining the public necessity for such acquisition; authorizing the City Manager, or his designee, to take all steps necessary to acquire the needed interests in the property in compliance with all applicable laws; authorizing the City Attorney or his designee to institute condemnation proceedings as necessary to acquire said property interests; and declaring an effective date.

A substitute motion was made by Mayor Hughson, seconded by Council Member Baker, approving Resolution 2020-172R pursuant to which the City of San Marcos, Texas authorizes the use of the power of Eminent Domain to acquire Fee Simple Title to 0.1454 Acres of land out of the J.M. Veramendi Survey No. 1, Abstract No. 17, Hays County, Texas, such parcel being at the Southeast Corner of River Road and West Uhland Road and within a larger parcel of 6.92 acres located at 1816 Uhland Road, San Marcos, Texas, and which 0.1454 Acre parcel of land is more particularly described by metes and bounds in said Resolution, a copy of which is included in the posted agenda packet for this meeting, for right-of-way, drainage and related improvements associated with the Uhland Road Improvements project.

Council Member Baker noted that voting on a motion to use eminent domain to acquire property is difficult. However, the engineering staff have explained why this small parcel is needed to mitigate flooding and the public good will be served.

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

18. Consider approval of Resolution 2020-173R, approving an amended agreement with Community Action, Inc. of Central Texas (“Community Action”) under which Community Action administers City funds to assist qualified residential utility customers with their

utility bills for the purpose of expanding the eligibility criteria for customer assistance to include emergencies, such as the current pandemic, deemed by the City Council to create a financial hardships for certain utility customers, and to increase the administration fee paid to Community Action; authorizing the City Manager, or his designee, to execute the amended agreement on behalf of the city; and declaring an effective date.

MAIN MOTION: a motion was made by Mayor Hughson, seconded by Deputy Mayor Pro Tem Rockeymoore, to approve Resolution 2020-173R.

MOTION TO AMEND: a motion was made by Mayor Hughson, seconded by Deputy Mayor Pro Tem Rockeymoore to insert "utility payment" in various sections in the Amended Fund Distribution Agreement. 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

MAIN MOTION: to approve Resolution 2020-173R as amended. 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

19. Consider approval of Resolution 2020-174R, approving the 2020 Annual Service Plan Update for the Trace Public Improvement District; authorizing the City Manager, or his designee, to execute said document on behalf of the city; and declaring an effective date.

20. Consider approval of Resolution 2020-175R, approving an Interlocal Agreement with Hays County, Texas to enable the City and the County to utilize vendors for goods and services under contracts procured through a competitive process by the other; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

22. Consider approval of Resolution 2020-177R, directing the City Manager to begin negotiation of an Interlocal Agreement with Hays County that provides for the repair and rehabilitation of Cape’s Dam and The Mill Race on the San Marcos River; and declaring an effective date.

MAIN MOTION: a motion was made by Mayor Pro Tem Mihalkanin, seconded by Council Member Gonzales

Council Member Derrick mentioned the 2017 report that was completed by

Recreation, Engineering and Planning (REP) and she would like to see this item postponed until this report can be presented to the entire Council. She believes this report holds a lot of information that will be beneficial in Council making a decision. This report was never presented to council during all the discussions there have been regarding Capes Dam.

MOTION TO POSTPONE: a motion was made by Council Member Derrick, seconded by Council Member Baker, to postpone Resolution 2020-177R until the REP report can be presented to council with time for questions and answers.

Mayor Pro Tem Mihalkanin stated he is not in agreement with the postponement of this item.

Council Member Baker would like to see a compromise on this item and would like to see postponement of this item.

Mayor Hughson asked if the REP report is followed, is there a dam at the end of the day? Mr. Lumbreras stated the report is in draft form and was never finalized. Mr. Drew Wells, Director of Parks and Recreation stated the report provided to the city in 2017 was never finalized or presented to Council from REP. During discussions in 2019 the draft report was given to Council. The report provided that no dam would be in the river, but it would be replaced with rock type structure that would provide water to maintain the Mill Race. There would need to be some modifications and dredging to lower the water levels in order to maintain the mill race.

Mayor Pro Tem Mihalkanin spoke about the report and stated the REP report entitled "Capes Dam Removal Analysis DRAFT" dated March 27, 2017 does focus on the removal of the dam. He noted the following on page 12 of the report: The Existing Conditions model was calibrated to water surface elevations in the Mill Race and the San Marcos River upstream of Capes Dam provided in the "Cape Dam and Mill Race Assessment" by Dr. Thomas B. Hardy. Dr. Mihalkanin also noted this report only references two resources one authored by Dr. Hardy and one co-authored by Dr. Hardy.

Mayor Hughson noted that she has called for a compromise for some time but none of her colleagues were interested. She was asking for a study to see if there can be a dam, with a weir at one end, perhaps, that would preserve part of the dam, continue flow to the Mill Race, at least most of the time with the weir allowing the sediment to be flushed continuously. At the last discussion,

Ms. Moyer stated that it might be possible to determine that using one of our exisiting reports, requiring more study. She asked if this REP report is the one that has been referenced at the previous workshop. Laurie Moyer, Director of
Engineering and CIP stated this was the report referenced previously.

The motion to postpone failed by the following vote:

For: 3 - Council Member Derrick, Deputy Mayor Pro Tem Rockeymoore and Council Member Baker

Against: 4 - Mayor Hughson, Mayor Pro Tem Mihalkanin, Council Member Marquez and Council Member Gonzales

MAIN MOTION: to approve Resolution 2020-177R.

Council Member Baker asked if the intent of this Inter Local Agreemen (ILA)t is to tell the County all the things we don't want to pursue.

Mr. Lumbreras, stated if approved, we would receive a formal proposal from the county. Then key terms would go into ILA, what the city is willing to consider and not consider. City would come back to council at a work session and that would be the time to discuss those issues.

Council Member Baker stated that citizens are concerned and he wants to confirm this will not become another Rio Vista Dam. As we approach this agreement he hopes we can guide it in a way that does not result in another Rio Vista Dam or push people out of their neighborhoods.

Mayor Hughson stated she does not want to see a second Rio Vista Dam either. If we know we don't want it, why not specify this in the ILA now? Mr. Lumbreras stated that he understands the concerns of council, that council does not want anything such as something similar to Rio Vista Park and we have a clear path forward.

Deputy Mayor Pro Tem Rockeymoore stated his main concern is with safety. This part of the river can be a dangerous place and he is concerned that anyone might want to make this a destination or develop in this area. He would like to add some type of safety caveat to the ILA with the County.

Council Member Baker asked about protections for endangered species and if this will be included. Mr. Cosentino stated if there are endangered species then their habitat must be protected. This area has already been designated as a critical habitat. Nothing happens to this area without permits from various

organization including U.S. Army Corp of Engineers, Texas Commission on Environmental Quality, and the U.S. Fish and Wildlife. There will be environmental scrutiny no matter what is done in that area.

Dr. Mihalkanin thanked Mr. Rockeymoore for bringing up safety and he supports this throughout the process.

Council Member Gonzales wanted to support the Mayor's request for a study. He does not want anything like a Rio Vista at the Cape Dam site.

Council Member Baker, would like to ensure whatever history is preserved that it includes all people, not just the white economic history. He would like to see the full history and not just last 150 years.

The motion to approve carried by the following vote:

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

PUBLIC HEARINGS

23. Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-56, amending the Official Zoning Map of the City in Case No. ZC-20-09 by rezoning approximately 0.34 acres of land located at 724 Valley Street from "SF-6" Single Family-6 District to "ND-3" Neighborhood Density District-3; including procedural provisions; and consider approval of Ordinance 2020-56, on first of two readings.

Shannon Mattingly, Director of Planning and Development Services, provided the presentation on 724 Valley Street for a zoning change from Single Family-6 (SF-6) to Neighborhood Density-3 (ND-3).

Mayor Hughson opened the Public Hearing at 8:53 p.m.

Those who spoke:

Rosa and Marel Alvarado, 415 Pinafore in Buda Texas, owner of 724 Valley Street stated that the long-term intentions is to purchase the property and to retire and pass along to their children. Mrs. Alvarado is available to answer questions.

Kelly Kilber, spoke on behalf of the owners and TriTech Engineering and

appreciates the work from staff and the Planning and Zoning Commission. He is in support of the project and asked Council to follow the recommendations from staff.

Al Carroll, representative for the owners of the property, spoke in support of the project. He is available to answer any questions.

Kaili Partin, representative for the owners of the property is available to answer questions.

John Griffis, wanted to reach out to the Alvarados and welcome them to the neighborhood, but he spoke in opposition of the zoning request from Single Family to Neighborhood Density-3 in this neighborhood. Mr. Griffis stated there are six churches and lots of rich history and they are trying to preserve the family neighborhood.

Billy Ray Callihan, spoke in opposition of this proposed rezoning and would like staff to reach out to Mr. Giles who lives at 524 Valley Street. He noted that Dunbar, Willie Mack, and the Giles Family houses are part of the Dunbar history.

Benjamin Patterson, submitted a petition signed by 27 neighbors, 11 of which are within 400' of the property. He spoke in opposition of the zoning change because plans can change but the zoning will remain. He also noted that some of the neighbors do not have internet and cannot participate in this process.

Melvin Harris, noted he is a long-term resident of San Marcos as are many of the neighbors. He spoke in opposition of the zoning change. He expressed concerns that most neighbors are retired and rezoning would cause an increase in property taxes for residents. He does not oppose development but this is not the area for this type of development.

Carina Pinales, spoke in opposition of the zoning change.

There being no further speakers, the Mayor closed the Public Hearing 9:17 p.m.

A motion was made by Council Member Gonzales, seconded by Deputy Mayor Pro Tem Rockeymoore, to deny Ordinance 2020 56.

Council Member Derrick thanked the residents who spoke and understands the

reason on why the petition was submitted. She noted that Neighborhood Character Studies would have helped determine what plans would be beneficial for a neighborhood.

Deputy Mayor Pro Tem Rockeymoore thanked the residents and would like to preserve the Dunbar Historic District.

Mayor Pro Tem Mihalkanin thanked the neighbors for expressing their views on this zoning request.

Mayor Hughson made note of the petition submitted regarding the Alternative Compliance and asked if it is tied to the rezoning. The alternative compliance no longer exists for this project.

The motion to deny carried by the following vote:

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

Against: 0

24. Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-57, amending the Official Zoning Map of the City in Case No. ZC-20-10 by rezoning approximately 109.5 acres out of the Barnett O. Kane, Cyrus Wickson, and J.M. Veramendi No. 1 Surveys, located near the intersection of Wonder World Drive and State Highway 123, from "FD" Future Development District to "PA-MI" Planning Area-Medium Intensity District; including procedural provisions; and consider approval of Ordinance 2020-57, on the first of two readings.

Shannon Mattingly, Director of Planning and Development Services, provided a presentation regarding the rezoning of 109.5 acres near the intersection of Wonder World Drive and State Highway 123, from "FD" Future Development District to "PA-MI" Planning Area-Medium Intensity District. The property may be developed in the following percentages. CD-1, 2, or 3 must be within 10-30%, CD-4 within 30-60% and CD-5 within 10-30%. The developer is primarily interested in developing for sale townhomes and multifamily. They are not interested in building purpose built student housing.

Mayor Hughson opened the Public Hearing at 9:38 p.m.

Those who spoke:

Ed Theriot, spoke as a representative of the developers and spoke in favor of the project. He is also available to answer questions.

Heath Phillips, developer of the Barracks Townhomes, spoke in favor of the project and is available to answer questions

There being no further comments, the Mayor closed the Public Hearing 9:42 p.m.

A motion was made by Mayor Pro Tem Mihalkanin, seconded by Deputy Mayor Pro Tem Rockeymoore, to approve Ordinance 2020-57.

Deputy Mayor Pro Tem Rockeymoore mentioned that the plan is in the conceptual phase and asked about the non buildable area because it does flood. Mr. Phillips stated they will have a plan in place for effective retention.

Council Member Derrick stated that she researched the project in College Station and it is student housing. Is that the intention for San Marcos? Mr. Phillips stated there is a gap in the market. They will be marketing to young families, young professionals and to students that have different needs. Council Member Derrick stated that it is a great idea to have a complex on the East side of town.

Council Member Baker would like to reduce the CD-5 portion to 10-15%. Ms. Mattingly noted that the Planning Area districts don't allow for conditions nor a restriction of this type. Hughson responded that it would be helpful to have commercial along SH 123 because there are a number of rooftops in that area but very few places to shop for groceries, etc.

Council Member Gonzales asked Mr. Phillips if it there are plans to have a bathroom for every bedroom. Mr. Phillips stated that each unit will have a half bathroom for guests and a bathroom for each bedroom.

Mayor Hughson expressed concerns with the name The Barracks and if a conditional use permit (CUP) would be requested. Mr. Cosentino stated that if the developers design, market and advertise for student housing then a CUP would be required.

The motion carried by the following vote:

For: 5 - Council Member Derrick, Mayor Hughson, Mayor Pro Tem Mihalkanin, Deputy Mayor Pro Tem Rockeymoore and Council Member Baker

Against: 2 - Council Member Marquez and Council Member Gonzales

25. Receive a Staff presentation and hold a Public Hearing to receive comments for or against Ordinance 2020-58, amending the Official Zoning Map of the City in Case No. ZC-20-14 by rezoning approximately 0.2938 acres of land located at 101 and 103 Lockhart Street from "D" Duplex District to "ND-3" Neighborhood Density District-3; including procedural provisions, and consider approval of Ordinance 2020-58, on first of two readings.

Shannon Mattingly, Director of Planning and Development Services, provided the presentation on rezoning 0.2938 acres of land located at 101 and 103 Lockhart Street from "D" Duplex District to "ND-3" Neighborhood Density District-3.

Mayor Hughson opened the Public Hearing at 10:42 p.m.

Those who spoke:

Andrew Nance, representative of the owner Ryan Bragg, spoke in support of the rezoning. He stated his client is planning to build a new single-family residence that would be a rental property with the existing property being re-plated. Mr. Nance stated he is available to answer questions.

There being no further comments, the Mayor closed the Public Hearing at 10:43 p.m.

A motion was made by Council Member Gonzales, seconded by Council Member Marquez, to deny Ordinance 2020-57.

Council Member Gonzales spoke against this project and stated this is similar to the Valley Street project. There are single family residents around this property and they struggle with the apartments near the property. Mr. Gonzales mentioned that it would be detrimental to the residents and does not want to start a precedent in the neighborhood.

Council Member Derrick asked if there is a lower ND category, perhaps the new ND2.5 would accommodate this without increasing density as much? Ms. Hernandez responded that ND 3.2 is higher density than the ND-3 that is proposed, which is needed to accommodate the uses they are requesting.

Mayor Hughson noted that property adjacent to this proposed rezoning is MH (Manufactured Home District) zoning to this property is individual homes on separate lots as shown on the map. If this were considered SF, it would be close to, or perhaps more than, 50% single family surrounding this lot.

Council Member Derrick asked if any communication or petitions were presented to the Planning and Zoning Commission regarding this rezoning. Mrs. Mattingly stated staff did not receive any written petitions but received one phone call for opposition and one inquiry.

The motion to deny carried by the following vote:

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

Against: 1 - Council Member Derrick

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

Mayor Hughson opened the Public Hearing at 11:09 p.m.

There being no speakers, the Mayor closed the Public Hearing at 11:10 p.m.

A motion was made by Mayor Pro Tem Mihalkanin, seconded by Council Member Gonzales, as a substitute motion, to approve Ordinance 2020-59, on the first of two readings, to include amendments to Items 1, 2, 4, 13, and 15 recommended by the Planning and Zoning Commission and also including the following amendments as discussed during the Council Work Session held at 3 pm today, August 18, 2020:
1. Removal of Amendment #26 which was intended to add occupancy restrictions to Character District 3 (CD-3).
2. Removal of Staff Proposal #7 under Amendment #32 which would require

additional meetings for Neighborhood Density District requests in Existing Neighborhoods and only require the Neighborhood Presentation Meeting as currently required in the Development Code.
3. Add the provided table, and required associated text, to Amendment #32 which provides clarity for Character District zoning change requests in Low Intensity Areas on the Preferred Scenario map.
4. Removal of Item #35 which would require a Conditional Use Permit for Accessory Dwelling Units in certain zoning districts.
5. Removal of Item #37 which would allow an exemption for parking for small multifamily in CD-5D, but keep the conditional use permit process for properties with up to 5 units.

Mayor Hughson abstained from a vote on Item #29 regarding the addition of a new Special Event Facility because the letter in the packet indicates a request by her neighbor for this new zoning district.

The motion to approve carried by the following vote:

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

Against: 0

Absent: 1 - Council Member Marquez

27. Receive a Staff presentation and hold a Public Hearing to receive comments for or against Resolution 2020-178R, approving a request, assigned Case No. AC-20-03, for alternative compliance to various design requirements in Section 4.4.3.2 of the Multifamily Residential Design Standards in Ordinance 2014-35 for a Multifamily Residential Project proposed to be built at the Northwest corner of West Centerpoint Road and Flint Ridge Road within the La Cima Development in Hays County; authorizing City staff to issue permits consistent with this resolution; and declaring an effective date; and consider approval of Resolution 2020-178R.

Shannon Mattingly, Director of Planning and Development Services, provided a presentation on the alternative compliance to a Multifamily Residential Project proposed to be built at the Northwest corner of West Centerpoint Road and Flint Ridge Road within the La Cima Development.

Mayor Hughson opened the Public Hearing at 11:17 p.m.

Those who spoke:

Eric Willis, spoke in favor of the project. He explained this request is for multi

family townhomes. He spoke on the requested variances including fencing, pedestrian access, and trash.

There being no further comments, the Mayor closed the Public Hearing at 11:21 p.m.

A motion was made by Council Member Derrick, seconded by Council Member Marquez, to deny Resolution 2020-178R.

Council Member Derrick stated she has been a member of the La Cima committee since 2015. She did not receive any comments about moving the multifamily within the subdivision. She stated the development agreement indicated these would be across the street on Centerpoint. Mr. Willis stated there has never been a location defined but they were told multifamily could not go on the Wills Tract or across Ranch Road 12. Ms. Mattingly stated that multifamily can only go on area designated Community Commercial.

Mayor Hughson asked if this is designated community commercial was it noted to be multifamily at the time single family lots were being sold? Mr. Willis confirmed that but explained that he went above and beyond when notifying existing residents of La Cima to inform them of this request by emailing many of the residents past the standard notification area. Since the first house was sold, this has been designated Community Commercial and Mixed Use.

Ms. Mattingly reminded council this is alternative compliance and the zoning issues would be brought back at a future date.

Council Member Derrick asked why La Cima is so different than other developments as the La Cima Committee has lasted longer than any other. Mr. Willis stated the development agreement requires they plat first then come before Council to annex and rezone.

The motion to deny carried by the following vote:

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

Against: 1 - Mayor Hughson

28. Receive a Staff presentation and hold a Public Hearing to receive comments for or against Resolution 2020-179R, approving a Third Amended and Restated Development Agreement in connection with the La Cima Development near the intersection of Old

Ranch Road 12 and Wonder World Drive to, among other things, add up to 129.383 acres of land to the area covered by the agreement, reduce the project density from 1.16 to 1.10 dwelling units per acre if all of such land is added, enlarge the area within which the originally allowed 720 multi-family units may be located from 30 acres to any area designated in the Conceptual Land Use Plan as community commercial, save and except outparcels and a 22 acre portion of land added to the agreement, and allow condominiums as a new use only by a conditional use permit approved by the City Council; authorizing the City Manager, or his designee, to execute the agreement on behalf of the City; and providing an effective date, and consider approval of Resolution 2020-179R.

Shannon Mattingly, Director of Planning and Development Services, provided a presentation approving a third amended and restated Development Agreement in connection with the La Cima Development. This would include language that governs agreement with the Wills Tract.

Mayor Hughson opened the Public Hearing at 11:44 p.m.

Eric Willis, spoke in favor of the project. He stated there was no provision regarding the Wills Tract in the prior agreement. If they do not close by May 2021, it will return to the way it was before.

Mayor closed the Public Hearing at 11:46 p.m.

Mrs. Mattingly stated this was not presented to the committee, but a memo was sent to them to confirm they were okay with moving forward and the committee agreed.

Mayor Hughson asked if the additional property, if acquired, is it subject to the agreement. Mr. Cosentino stated if it is acquired the property will be subject to the provisions of the agreement.

A motion was made by Council Member Derrick, seconded by Mayor Pro Tem Mihalkanin, to approve Resolution 2020-179R. The motion carried by the following vote:

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

Against: 0

NON-CONSENT AGENDA

29. Consider approval of Ordinance 2020-60, on the first of two readings, amending Section 2.361 of the San Marcos City Code relating to the general powers and duties of the San

Marcos Arts Commission and recommendations and decisions on funding made by the San Marcos Arts Commission; including procedural provisions; providing for the repeal of any conflicting provisions; and providing an effective date.

A motion was made by Council Member Derrick, seconded by Mayor Pro Tem Mihalkanin, to postpone Ordinance 2020-60, to a meeting prior to the end of October. The motion carried by the following vote:

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

Against: 1 - Council Member Baker

30. Consider approval, by motion, authorizing negotiations of a Development Agreement requested by Gene Eitel, on behalf of Rattler Storage for PDA-20-01 (Rattler Road Storage), approximately 3.58 acres out of the Rebecca Brown survey located on Rattler Road between Old Bastrop Hwy and Hwy 123 and consider the appointment of a Council Committee to review aforementioned Development Agreement, if desired.

A motion was made by Council Member Baker, seconded by Council Member Derrick, to approve authorization of negotiations of a Development Agreement requested by Gene Eitel, on behalf of Rattler Storage for PDA-20-01 (Rattler Road Storage). This is an approximately 3.58 acre tract located on Rattler Road between Old Bastrop Hwy and Hwy 123. Council provided consensus to allow staff to handle this and a committee is not necessary at this time.

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

31. Discuss and consider an appointment to fill a vacancy on the Human Services Advisory Board, and provide direction to Staff.

Council Member Derrick nominated Alfretta Lee for consideration to serve on the Human Services Advisory Board.

Following a roll call vote Alfretta Lee was unanimously approved for appointment to the Human Services Advisory Board.

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

A motion was made by Mayor Pro Tem Mihalkanin, seconded by Council

Member Derrick, to postpone discussion to the September 1, 2020 Regular City Council Meeting. The motion carried by the following vote:

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

Against: 0

33. 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.

Josie Falletta, Downtown Coordinator for Main Street, provided a presentation on the Emergency Installation of Curbside Pickup Parking Spaces for COVID-19 Small Business Operations.

Linda Coker, Main Street Chair, stated when the pandemic began one-third of the businesses in downtown closed and Main Street stepped into action to assist with the temporary curbside parking pilot program. They assisted with social distancing and maintaining business structure.

Ms. Falletta stated signage is being fabricated in house by the Transportation team and they will assist with installation. Ms. Falletta mentioned that no ordinance is needed because the Traffic engineer may establish loading zones administratively.

Ms. Falletta stated that the funding of the program will be $250 per sign. The Parking Advisory Board is considering collaboration to use the funds to assist with the program.

Ms. Falletta mentioned the new parking enforcement system is not set up to have two different time limits within adjacent parking spaces. There is an existing 2 hour limit that will be enforced. Businesses may call the San Marcos Police Department non emergency line for assistance.

Ms. Falletta stated that there will be outreach and education to both business owners and the public. Main Street will communicate this program via social media, press release, email to business owners, email newsletter to public, flyers to businesses, request downtown organizations to share with membership (Downtown Association, Chamber of Commerce, etc.)

Ms. Falletta mentioned that they will be collecting data to ensure informed decisions are being made and to continue the program to ensure the proper

spaces are marked. The data collection will be from businesses and consumer input via survey that will be reviewed and assessed after 90 days.

Ms. Falletta stated the considerations for the program is able to move forward administratively, without changes to existing ordinance or parking enforcement. There will potentially be collaboration between the Main Street and Parking Advisory Board.

Council Member Derrick stated that due to the general lack of parking downtown and Covid, the need for businesses to have services like this is important.

Mayor Hughson asked if council approval would be needed if this went beyond 90 days. Ms. Falletta stated the Traffic engineer can set loading zone signs administratively and would not need to come back before Council.

34. Hold discussion on Ethics Commission Recommendation 2019-02 regarding a code amendment to require yearly ethics training for appointed and elected city officials and city board and commission members, and provide direction to Staff.

A motion was made by Council Member Gonzales, seconded by Mayor Pro Tem Mihalkanin, to postpone discussion to a meeting prior to the end of October. The motion carried by the following vote:

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

Against: 1 - Council Member Baker

35. Hold discussion on Ethics Commission Recommendation 2020-01 regarding a code amendment to require disclosure of an interest in real property occupied by a city official or a family member as a residence, and provide direction to Staff.

A motion was made by Council Member Gonzales, seconded by Mayor Pro Tem Mihalkanin, to postpone discussion to a meeting prior to the end of October. The motion carried by the following vote:

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

Against: 1 - Council Member Baker

IV. Adjournment.

Mayor Hughson adjourned the regular meeting of the City Council on Tuesday, August 18, 2020 at 12:07 a.m

Tammy K. Cook, Interim City Clerk

Jane Hughson, Mayor

Legislation Text

File #: Ord. 2020-57(b), **Version:** 1

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

Department: Planning and Development Services

Amount & Source of Funding
Funds Required: NA
Account Number: NA
Funds Available: NA
Account Name: NA

Fiscal Note:

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

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

Choose an item.

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

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

Choose an item.

Background Information:

This property is primarily located within the Medical District Medium Intensity Area, with a small portion located within an Employment Area. It is currently vacant, and zoned Future Development (FD). The owner is proposing to re-zone to a Medium Intensity Planning Area, which would allow them some flexibility in in determining zoning districts.

Some regulations that are specific to Planning Areas include a requirement for minimum 10% affordable housing requirement and increased parkland standards. Additionally, there is a regulating plan requirement in order to manage zoning district allocations, transportation plans (blocks, bike infrastructure, transit stops, etc.), park planning and maintenance, utility plans, and phasing.

Council Committee, Board/Commission Action:

Speakers in favor or opposed

Opposed:

1. Camille Phillips

In Favor:

1. Heath Phillips
2. Ed Theriot

Recommendation from the Planning and Zoning Commission Meeting held 7/28/2020

Commissioner Moore made a motion to approve ZC-20-10 and Commissioner Agnew seconded the motion.

The vote was as follows:

For: 9

Against: 0

Alternatives:

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Click or tap here to enter text.

Recommendation:

Staff has reviewed the request for compliance with the criteria set forth is Section 2.5.1.4 of the San Marcos Development Code and recommends **approval** of the request as submitted.

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ORDINANCE NO. 2020-57

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY IN CASE NO. ZC-20-10 BY REZONING APPROXIMATELY 109.5 ACRES OUT OF THE BARNETT O. KANE, CYRUS WICKSON, AND J.M. VERAMENDI NO. 1 SURVEYS, LOCATED NEAR THE INTERSECTION OF WONDER WORLD DRIVE AND STATE HIGHWAY 123, FROM "FD" FUTURE DEVELOPMENT DISTRICT TO "PA-MI" PLANNING AREA-MEDIUM INTENSITY DISTRICT; INCLUDING PROCEDURAL PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

1. On July 28, 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 "PA-MI" Planning Area-Medium Intensity District for approximately 109.5 acres out of the Barnett O. Kane, Cyrus Wickson, and J.M. Veramendi No. 1 Surveys, located near the intersection of Wonder World Drive and State Highway 123.

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 18, 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 "PA-MI" Planning Area-Medium Intensity 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 18, 2020.

PASSED, APPROVED AND ADOPTED on second reading on September 1, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

Approved:

Michael J. Cosentino
City Attorney

EXHIBIT A

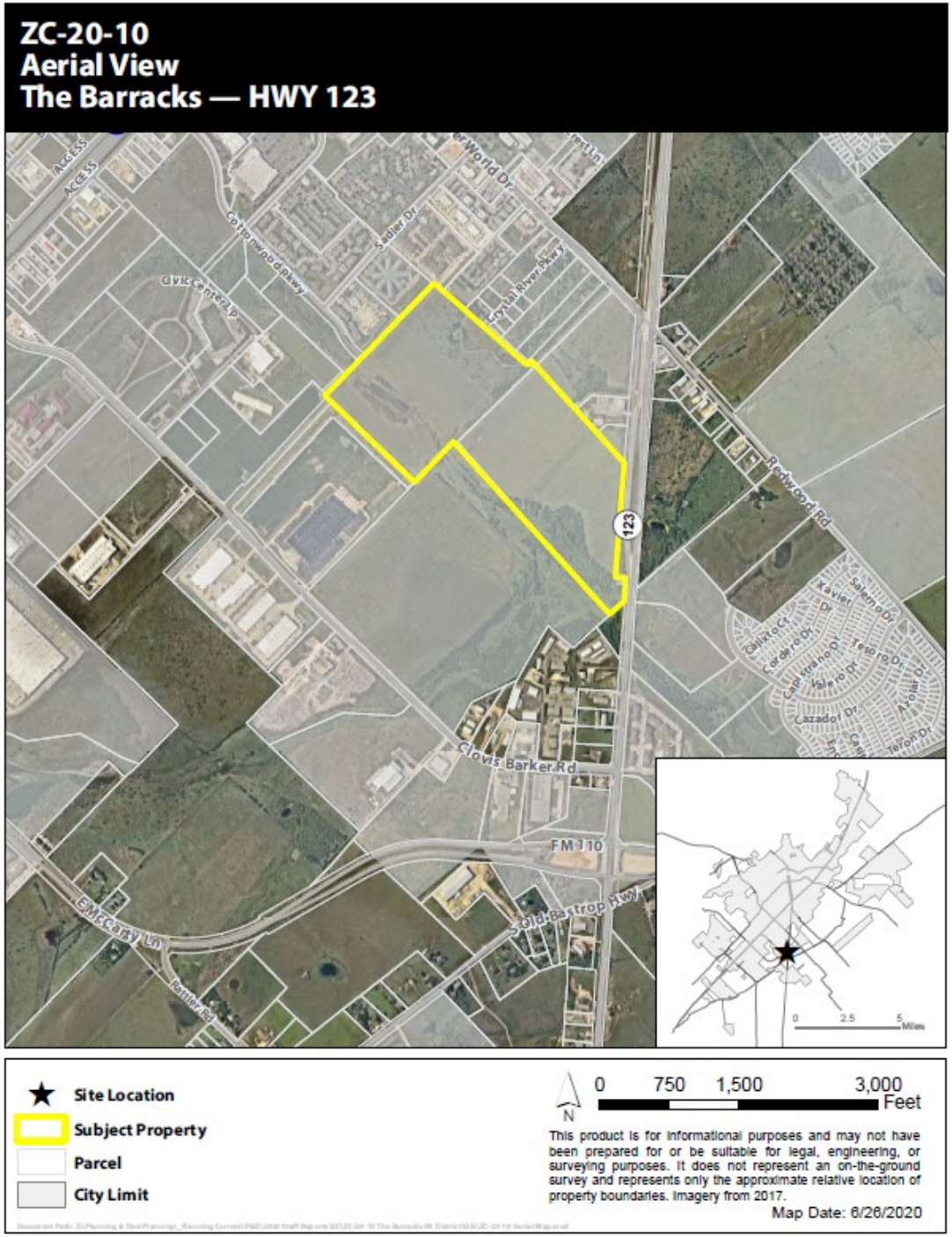
[Legal description to be attached here]

ZC-20-10 (The Barracks)

ZC-20-10 (The Barracks) Hold a public hearing and consider a request by Ed Theriot on behalf of McCoy Family Partnership One and Two for a Zoning Change from Future Development (FD) to Planning Area District – Medium Intensity (PAD-MI), for approximately 109.5 acres out of the Barnett O. Kane, Cyrus Wickson, and J.M. Veramendi No. 1 surveys, located near the intersection of Wonder World Drive and Hwy 123. (W. Parrish)

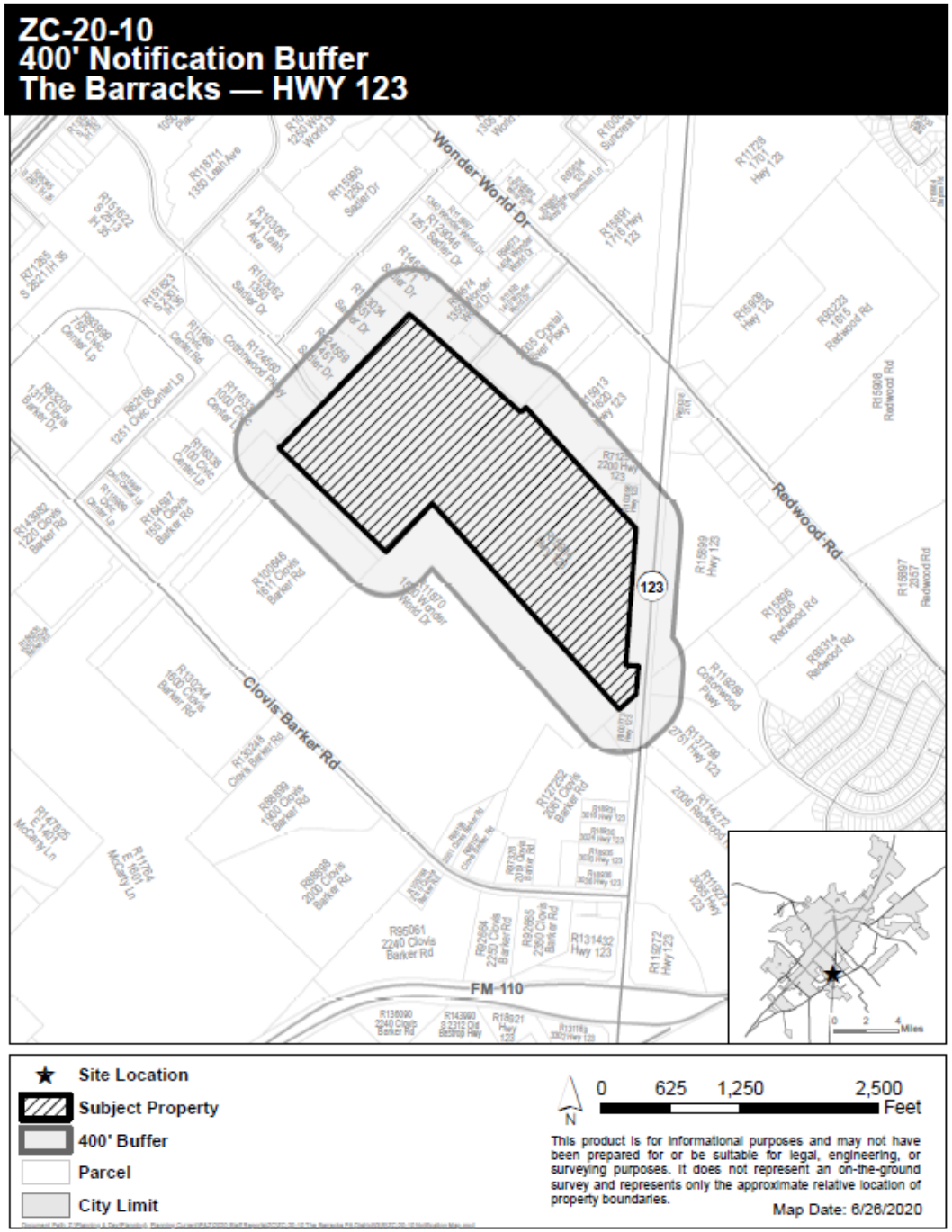
Location:

- Approximately 109 acres
- **Current Configuration:** Vacant
- Surrounding uses include:
  - Multifamily
  - Nursing home
  - Vacant
  - Industrial
- Located primarily within Medical District Medium Intensity Zone, and partially within an Employment Area



Context & History

- **Existing Zoning:** Future Development (FD)
- **Proposed Zoning:** Medium Intensity - Planning Area
- Proposed zoning allows applicant to assign Character Districts 1-5 to parcels within the development.
- Planning Area zoning is intended for greenfield development to provide flexibility to master developer.



What is a Medium Intensity Planning Area?

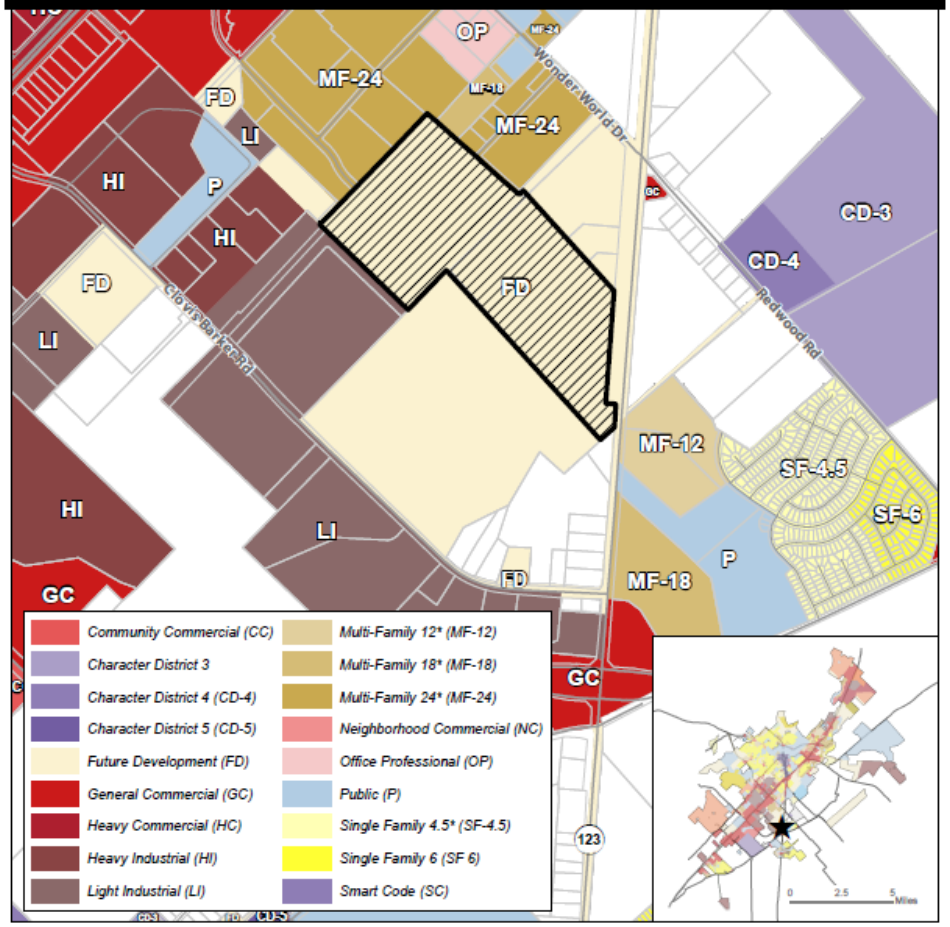
- Planning Area's allow master developers the flexibility to shift development plans over time to meet demand.
- Developers may choose from allowed character districts, with each district having a maximum allowed percentage.
- Developers submit a regulating plan to ensure compliance over time with regulations.

- Planning Areas also have additional standards
  - Increased parkland requirements
  - Minimum 10% of units must meet affordable housing standards of 4.3.1.1.

Medium Intensity Zone	CD-1, 2, or 3	10 - 30%
	CD-4	30 - 60%
	CD-5	10 - 30%

SAN MARCOS

ZC-20-10
Existing Zoning
The Barracks — HWY 123



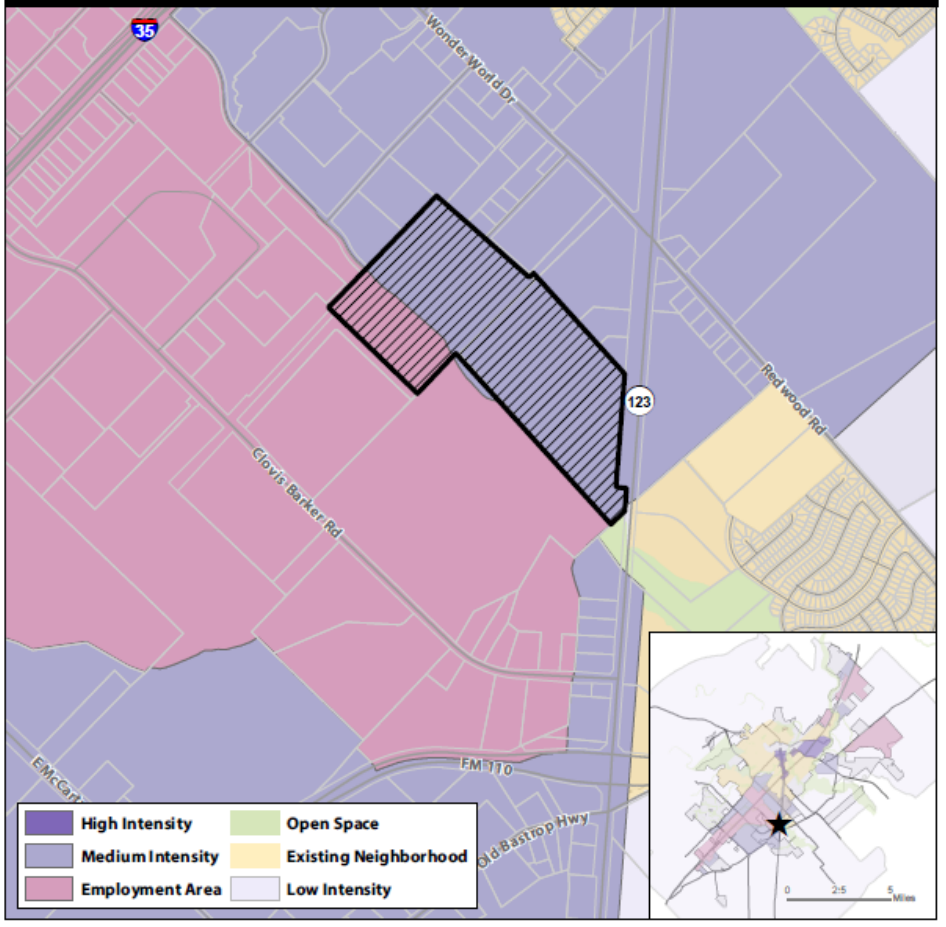
Site Location
Subject Property
Parcels
City Limit

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: 6/26/2020

ZC-20-10
Preferred Scenario
The Barracks — HWY 123



Site Location
Subject Property
Parcels
City Limit

N 0 750 1,500 3,000 Feet

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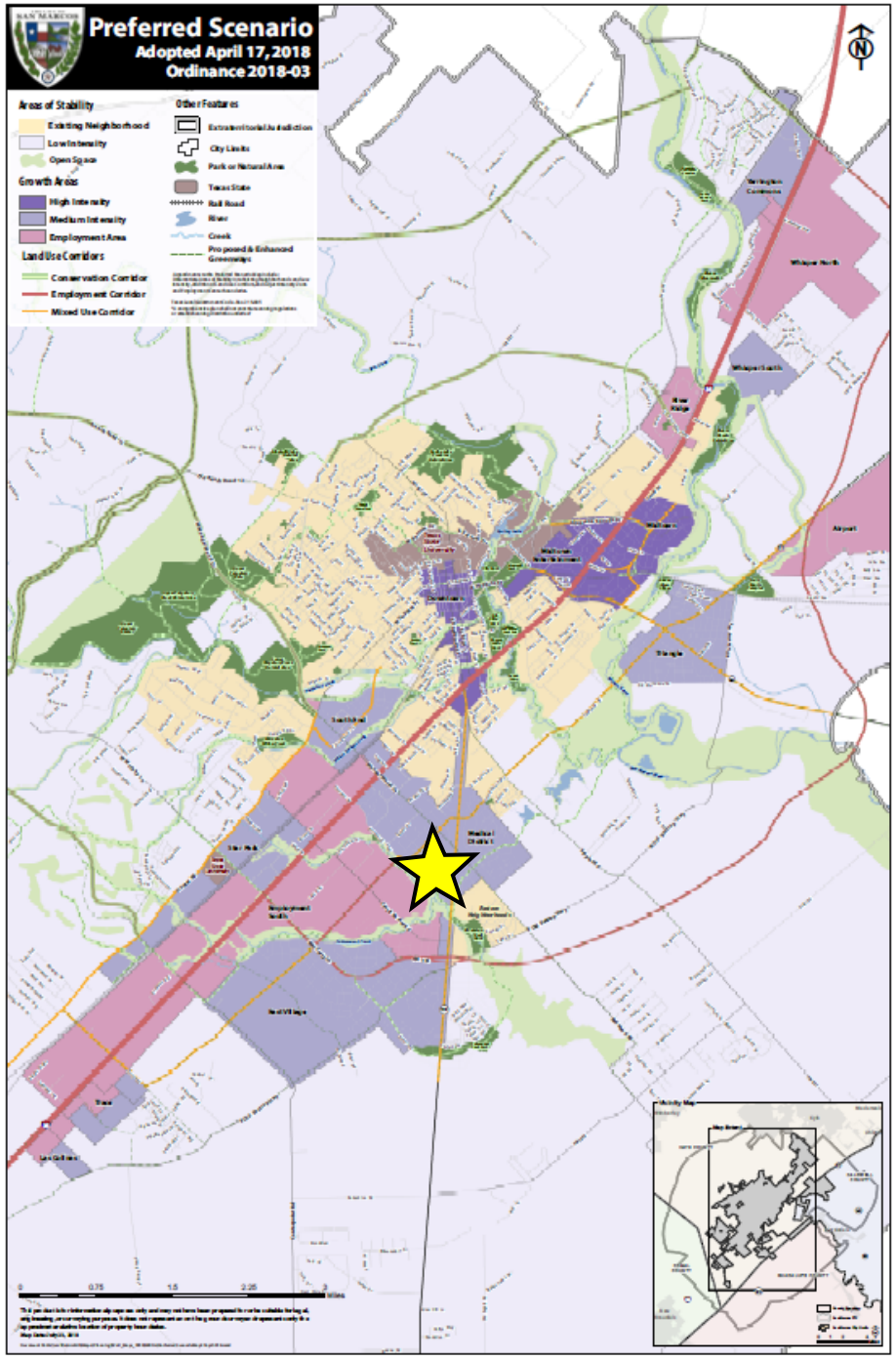
Map Date: 6/26/2020



Comprehensive Plan Analysis

Step 1: Where is the property located on the Comprehensive Plan?

Located Primarily in Medical District Medium Intensity Area

"Central Texas Medical Center has the potential to be come and economic hub and bring additional healthcare related employment to San Marcos. Mixed uses will allow residents to live, work, and do many day-to-day tasks within the district. The close proximity of these different uses along with connected sidewalks and bike paths will promote pedestrian activity."

Comprehensive Plan Analysis

Step 2: Is the request consistent with the Comprehensive Plan / District Translation Table?

Applicant is requesting a "Medium Intensity Planning Area" (MI-PA) primarily within an Medium Intensity Zone. The Code directs us to Section 4.1.2.4 – 4.1.2.5

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	

Medium Intensity - Planning Area Zoning Analysis:

- The Medium Intensity Planning Area is to accommodate new master planned communities with diverse housing types developed around a 5 minute walk to all services.
- **Allowable Building Types:** House, *Cottage, Accessory Dwelling Unit, Zero Lot Line House, Duplex, Cottage Court, Townhouse, Courtyard Housing, Apartment, Live/Work. Neighborhood Shopfront, Mixed Use Shopfront, and Civic Building.*
- Proposed rezoning aligns with vision of the Comprehensive Plan, which states that the community needs **diversified housing options.**
- The property is vacant.

PA

SECTION 4.4.3.7 PLANNING AREA DISTRICT

TABLE 4.14 PLANNING AREA DISTRICT ALLOCATION

PREFERRED SCENARIO AREA	PLANNING AREA DESCRIPTION	DISTRICT	% ALLOCATION (BUILDABLE LAND)
Employment Center	Employment Planning Area. The intention of the employment planning area is to accommodate large employers or a corporate campus that can incorporate some residential or mixed use.	CD-4 CD-5 EC LI	0 - 10% 10 - 40% 60 - 90% 0 - 30%
High Intensity Zone	High Intensity Planning Area. The intention of the high intensity planning area is to accommodate high intensity and high density infill development within a compact mixed use area.	CD-1, 2, or 3 CD-4 CD-5	0 - 10% 10 - 30% 60 - 90%
Medium Intensity Zone	Medium Intensity Planning Area. The intention of the medium intensity planning are is to accommodate new master planned communities with diverse housing types developed around a 5 minute walk to all services.	CD-1, 2, or 3 CD-4 CD-5	10 - 30% 30 - 60% 10 - 30%
Low Intensity Area	Conservation Planning Area. The intention of the conservation planning area is to preserve large areas of environmentally sensitive or prime agricultural lands while providing for clustered residential development in appropriate areas.	CD-1 or 2 CD-3 CD-4 CD-5	50% min. 20 -40% 10 - 30% 0 - 5%

At this time, Developer is primarily interested in developing:

- For Sale townhomes
- Multifamily

Townhomes:

- Can be developed in CD-4 and CD-5 zoning districts

Purpose Built Student Oriented Housing

- Not requested at this time
- Only allowed in CD-5
- Would require a CUP

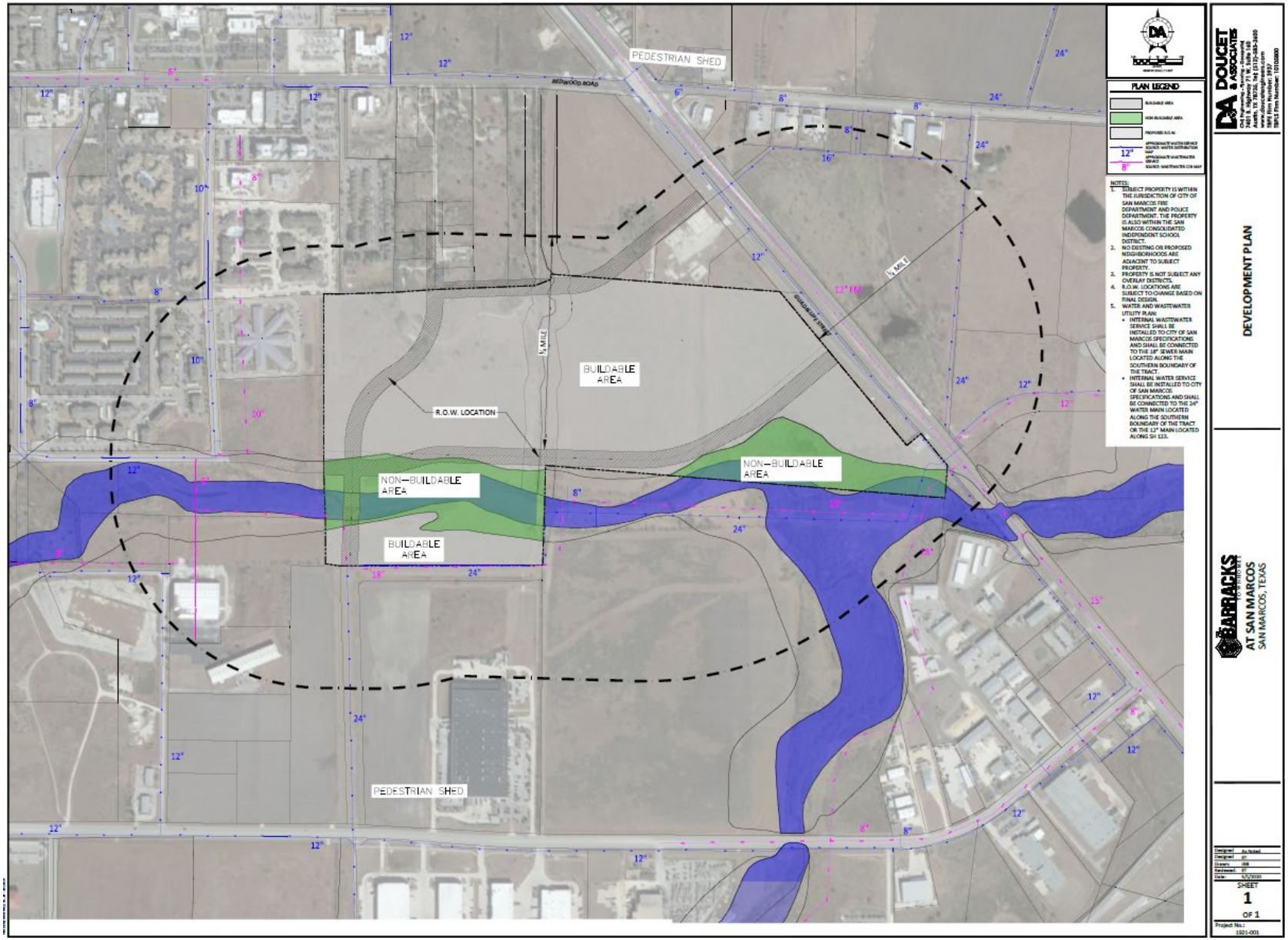
Applicant intends for Commercial Uses along SH 123 in the future. Commercial uses allowed in:

- CD-4 (limited)
- CD-5

Medium Intensity Zone

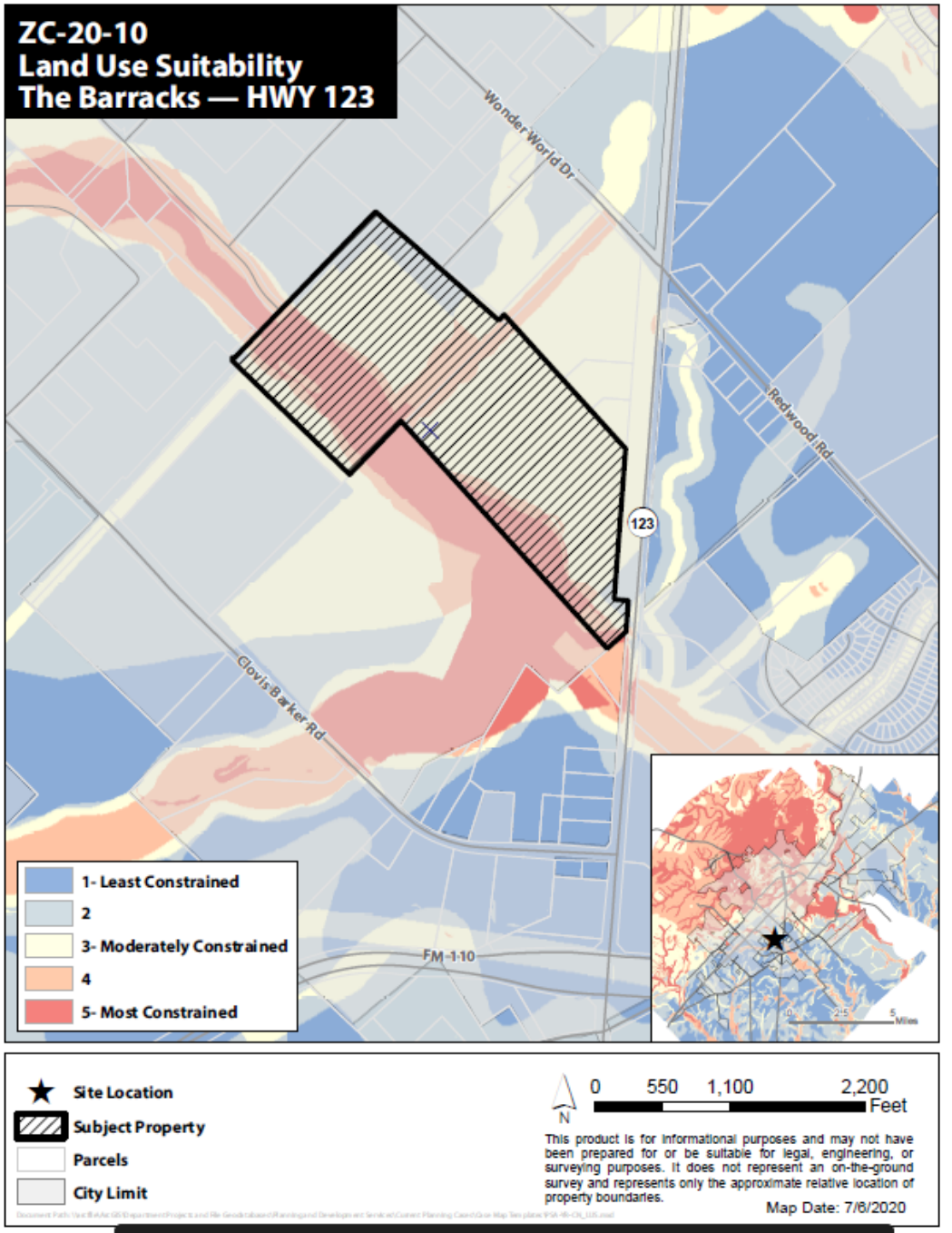
CD-1, 2, or 3	10 - 30%
CD-4	30 - 60%
CD-5	10 - 30%

Development Plan



Environmental Analysis

- Located within the Cottonwood Creek Watershed.
- Cottonwood Creek floodplain flows through the property. Applicant has identified this as Non-Buildable Area on Development Plan.
- Not located within any Edwards Aquafer Zone.
- Not located on significant slopes.



ENVIRONMENT & RESOURCE PROTECTION – Land Use Suitability & Development Constraints

	1 (least)	2	3 (moderate)	4	5 (most)
Level of Overall Constraint			X		
Constraint by Class					
Cultural				X	
Edwards Aquifer	X				
Endangered Species	X				
Floodplains	X	X		X	X
Geological	X				
Slope	X				
Soils	X				
Vegetation	X				
Watersheds	X				
Water Quality Zone	X			X	X

Staff Recommendation:

Staff provides this request to the Commission for your consideration and recommends **approval** of the request for a zoning change from “FD” Future Development to “MI-PA” Medium Intensity – Planning Area.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission recommended **approval** of the request by a vote of 9-0 at their regularly scheduled meeting on July 28, 2020.

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Zoning District Comparison Chart

Topic	*Existing Zoning:* **Future Development (FD)**	*Proposed Zoning:* **Medium Intensity Planning Area (MI-PA)**
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.	MI-PA is intended for larger greenfield tracts in medium intensity areas where residential uses and commercial uses are developed as part of a master plan. The planning area district creates urban environments with a mix of housing, civic, retail and service choices within a compact, walkable environment. These walkable environments are defined by an area encompassed within a one-quarter to one-half-mile radius. This distance is the average most pedestrians will walk before they consider other modes of transportation.
Uses	Residential and Agricultural *(See Land Use Matrix)*	Residential and commercial. *(See Land Use Matrix)*
Parking Location	No location standards	Varies based on district
Parking Standards	2 spaces per dwelling unit (if single family detached)	Varies based on use
Max Residential Units / acre	0.4 units per acre (max)	Based on parking
Occupancy Restrictions	N/A	N/A
Landscaping	Tree and shrub requirements	Parking lot and Street Tree requirements
Building Height (max)	2 stories	CD-1: N/A CD-2: N/A CD-3: 2 Stories CD-4: 3 stories CD-5: 5 stories
Setbacks	50' front, 25' secondary street, 20' side, 20% rear	Based on Zoning District

Topic	*Existing Zoning:* **Future Development (FD)**	*Proposed Zoning:* **Planning Area (PA)**
Impervious Cover (max)	30%	CD-1: 20% CD-2: 20% CD-3: 60% CD-4: 80% CD-5: 100%
Lot Sizes	Allows a variety of lot sizes depending on Building Type.	Lot size varies depending on zoning district and building type.
Streetscapes	Residential Street: 5' sidewalk for lots smaller than 1 acre, street trees every 40' on center average, 7' planting area.	Residential and Main Street.
Blocks	No Block Perimeter Required	CD-1 and CD-2: N/A CD-3: 2,800 ft. block perimeter CD-4: 2,400 ft. block perimeter CD-5: 2,000 ft. block perimeter

Zoning Request	The Barracks
ZC-20-10	FD to Medium Intensity Planning Area

Summary

Request:	Re-zone approximately 109 acres currently zoned Future Development (FD) to Medium Intensity Planning Area.		
Applicant:	Ed Theriot 7401B Hwy 71 Ste. 160 Austin, TX 78735	**Property Owner:**	McCoy Family Partnership 514 Deacon W Drive College Station, TX 77842

Notification

Application:	May 29, 2020	**Neighborhood Meeting:**	NA
Published:	July 12, 2020	**# of Participants**	NA
Posted:	July 7, 2020	**Personal:**	July 7, 2020
Response:	Staff received a written comment in opposition to the request which was read aloud at the 7/28/2020 P&Z meeting.		

Property Description

Legal Description:	Approximately 109 acres out of the Barnett O. Kane, Cyrus Wickson, and J.M. Veramendi No. 1 surveys, Hays County, Texas.		
Location:	Near the intersection of Wonder World Drive and Hwy 123		
Acreage:	109 +/-	**PDD/DA/Other:**	N/A
Existing Zoning:	Future Development (FD)	**Proposed Zoning:**	Medium Intensity Planning Area
Existing Use:	Vacant	**Proposed Use:**	Residential / Commercial
Existing Occupancy:	NA	**Proposed Occupancy:**	No
Preferred Scenario:	Medium Intensity Medical District / Employment Area	**Proposed Designation:**	Medium Intensity Medical District / Employment Area
CONA Neighborhood:	Dunbar	**Sector:**	
Utility Capacity:	Adequate / will be extended by developer	**Floodplain:**	No
Historic Designation:	NA	**My Historic SMTX Resources Survey**	NA

Surrounding Area	Zoning	Existing Land Use	Preferred Scenario
North of Property:	FD / MF-24	Vacant / Multifamily	Medium Intensity
South of Property:	FD / LI	Vacant	Employment Area
East of Property:	LI / ETJ / MF-12	Vacant	Medium Intensity / Existing Neighborhood
West of Property:	FD / LI / HI	Vacant / Industrial	Employment Area

Zoning Request	The Barracks
ZC-20-10	FD to Medium Intensity Planning Area

Staff Recommendation

X	**Approval as Submitted**		Alternate Approval		Denial

Staff: Will Parrish AICP, CNU-A	**Title :** Planner	**Date:** January 20, 2020

Commission Recommendation

Approval as Submitted

Speakers in favor or opposed

Opposed:

1. Camille Phillips

In Favor:

1. Heath Phillips
2. Ed Theriot

Recommendation from the Planning and Zoning Commission Meeting held 7/28/2020
Commissioner Moore made a motion to approve ZC-20-10 and Commissioner Haverland seconded the motion.

The vote was as follows:
For: 9
Against: 0

Zoning Request	The Barracks
ZC-20-10	FD to Medium Intensity Planning Area

History

This property is primarily located within the Medical District Medium Intensity Area, with a small portion located within an Employment Area. It is currently vacant, and zoned Future Development (FD). The owner is proposing to re-zone to a Medium Intensity Planning Area, which would allow them some flexibility in in determining zoning districts.

Additional Analysis

Planning Area Districts are intended for larger greenfield tracts in low to medium intensity areas or Employment Areas where residential and commercial uses are anticipated. The Planning Area District allows for flexibility in zoning of specific parcels of land within the district, with minimum and maximum percentages allowed for each zoning district within the Planning Area.

The Medium Intensity Planning area allows for the following allocation of zoning districts:

Medium Intensity Zone	Medium Intensity Planning Area. The intention of the medium intensity planning are is to accommodate new master planned communities with diverse housing types developed around a 5 minute walk to all services.	CD-1, 2, or 3 CD-4 CD-5	10 - 30% 30 - 60% 10 - 30%

The applicant is proposing a master planned community that includes townhomes, multifamily, and commercial uses. The townhomes will be on their own individual lots, and be a for sale product. As the townhomes are anticipated to make up the majority of residential zoned property, it is anticipated that they will be zoned CD-3 and CD-4. The applicant is also anticipating a multifamily component, which may be located in a CD-4 or CD-5 zoning district. Any future Purpose Built Student Housing will be required to submit a CUP and is only allowed within the CD-5 zoning district. Commercial uses closer to Hwy 123 will most likely be zoned CD-4 or CD-5.

Some regulations that are specific to Planning Areas include a requirement for minimum 10% affordable housing requirement and increase parkland standards. Additionally there is a regulating plan requirement in order to manage zoning district allocations, transportation plans (blocks, bike infrastructure, transit stops, etc.), park planning and maintenance, utility plans, and phasing.

Comments from Other Departments

Police	No Comment
Fire	No Comment
Public Services	Property is split between SMEU and Bluebonnet Electric Co Op
Engineering	No Comment

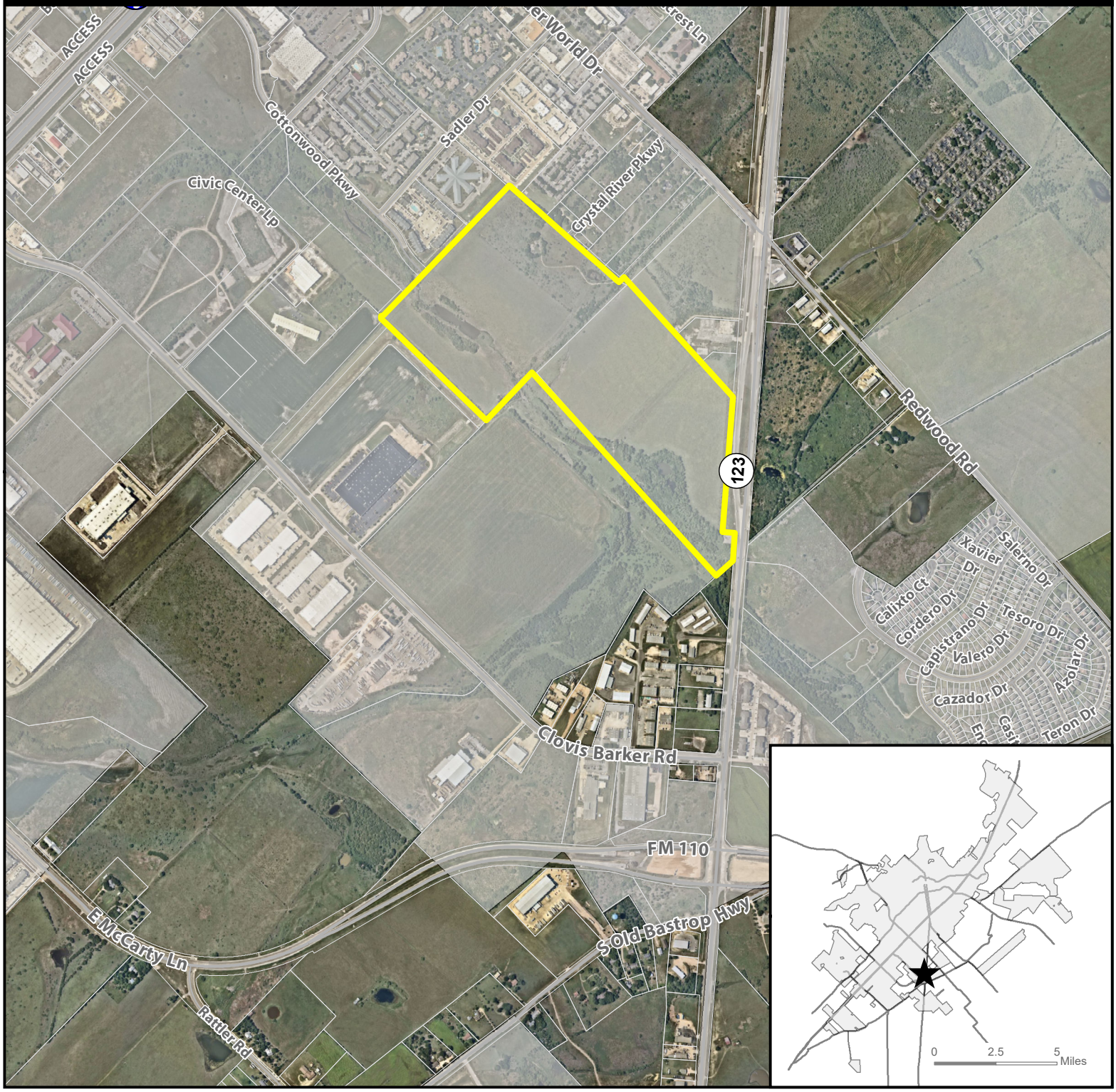
Zoning Request	The Barracks
ZC-20-10	FD to Medium Intensity Planning Area

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. ***Table 4.1 of the San Marcos Development Code identifies Character Districts as districts that are C - Considered in Low Intensity Zones, all other districts are identified as NP – Not Preferred.***
		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 the time of this request.***
		N/A	Whether the proposed zoning map amendment is consistent with any applicable development agreement in effect. ***There are no development agreements associated with this site.***
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 uses proposed are consistent with surrounding uses and zoning.***
X			Whether the proposed zoning will reinforce the existing or planned character of the area. ***The proposed district is consistent with the existing character of the area. There is multifamily zoned lots in the immediate vicinity of the request and the applicant is proposing commercial uses along Hwy 123.***
X			Whether the site is appropriate for the development allowed in the proposed district. ***A mix of residential and commercial uses is appropriate for the site***
X			Whether there are substantial reasons why the property cannot be used according to the existing zoning. ***The property is currently zoned FD, which does not allow any of the proposed uses. FD does allow the development of large lot single family homes, however this is inconsistent with the Comprehensive Plan and Preferred Scenario Map for this area.***

Zoning Request	The Barracks
ZC-20-10	FD to Medium Intensity Planning Area

Evaluation			Criteria for Approval (Sec.2.5.1.4)
Consistent	Inconsistent	Neutral	
X			Whether there is a need for the proposed use at the proposed location. ***The rezoning does serve a public purpose as it furthers the goals and vision of the Comprehensive Plan by providing a diversity of housing types.***
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 a Medium Intensity Zone with adequate services. The developer will be responsible for extending services within the property.***
X			Whether the proposed rezoning will have a significant adverse impact on property in the vicinity of the subject property. ***Staff does not anticipate adverse impacts on adjacent property as the proposed use is consistent with the surrounding uses.***
		X	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 for a Medium Intensity Planning Area, which only allows Character Districts.***
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. ***This property is located alongside Cottonwood Creek, which does have a floodplain associated with it. The applicant has identified areas near the creek to be open space. Development near the floodplain is regulated by the San Marcos Development Code.***
X			Any other factors which shall substantially affect the public health, safety, morals, or general welfare. ***None noted.***

ZC-20-10
Aerial View
The Barracks — HWY 123



★ **Site Location**

Subject Property

Parcel

City Limit

N

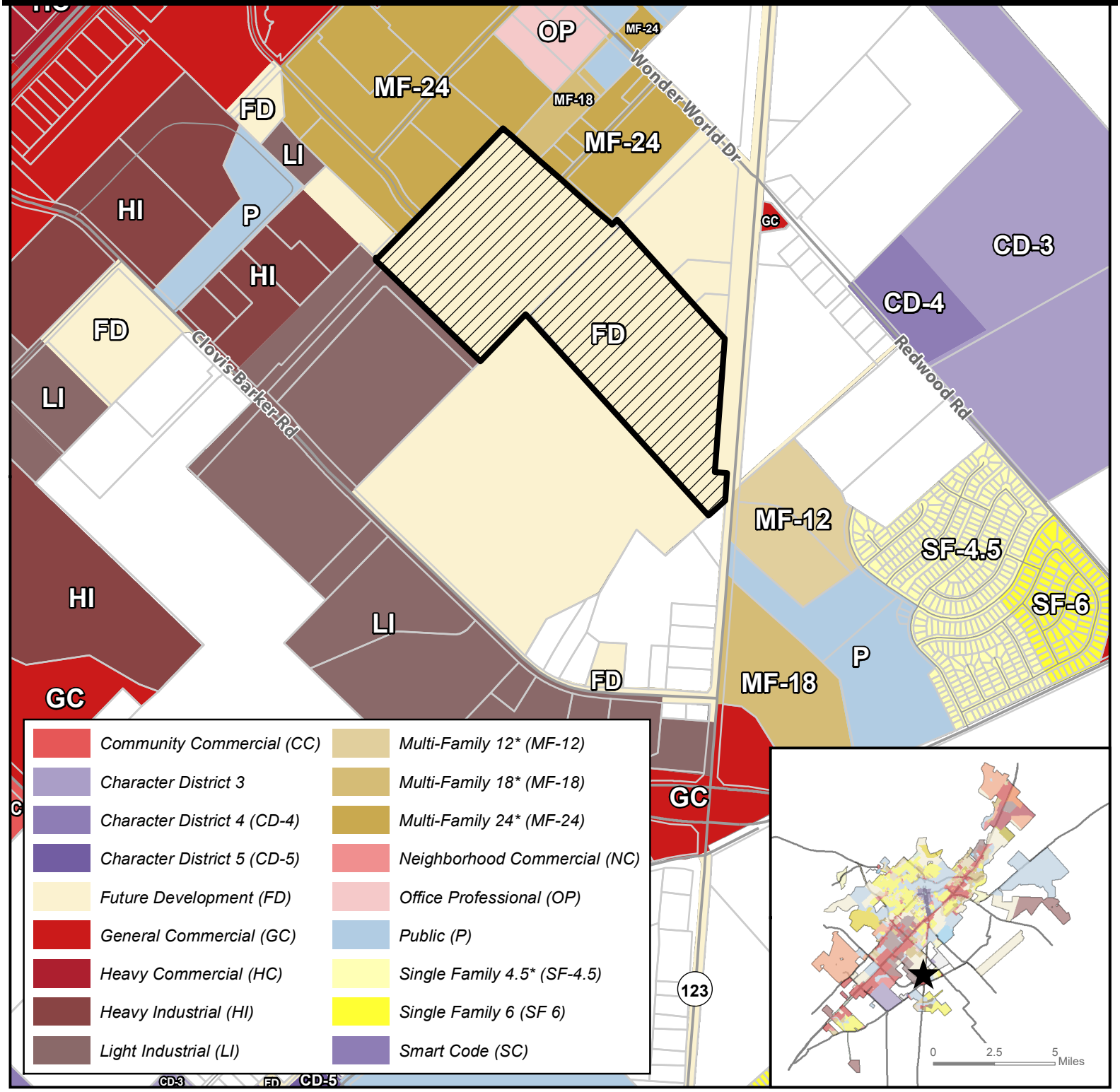
0 750 1,500 3,000 Feet

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. Imagery from 2017.

Map Date: 6/26/2020

Document Path: Z:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-10 The Barracks PA District\GIS\ZC-20-10 Aerial Map.mxd

ZC-20-10
Existing Zoning
The Barracks — HWY 123



★ **Site Location**

Subject Property

Parcels

City Limit

N

0 750 1,500 3,000 Feet

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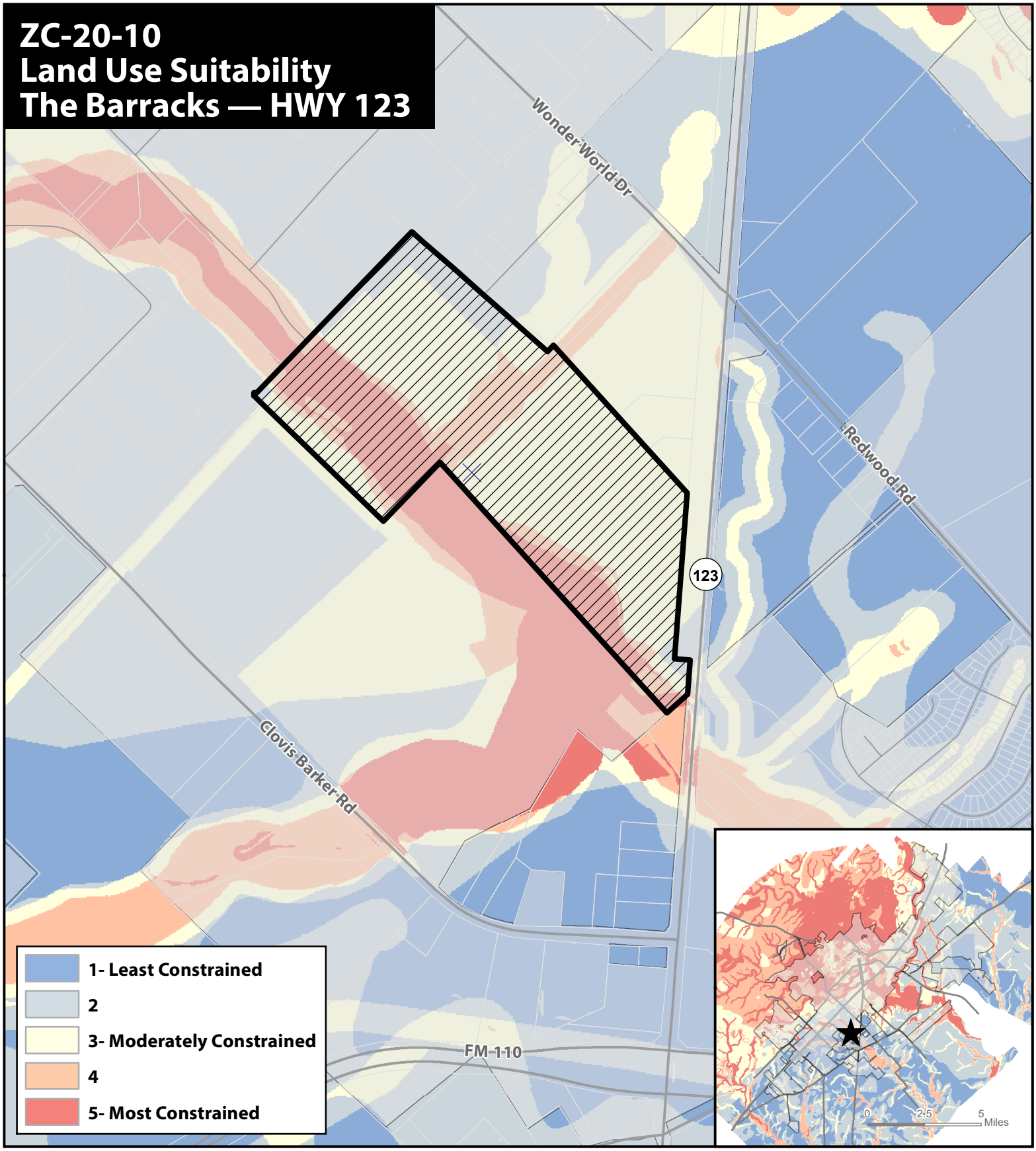
Map Date: 6/26/2020

Document Path: Z:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-10 The Barracks PA District\GIS\ZC-20-10 Zoning Map.mxd

ZC-20-10
Land Use Suitability
The Barracks — HWY 123



Site Location

Subject Property

Parcels

City Limit

N

0 550 1,100 2,200 Feet

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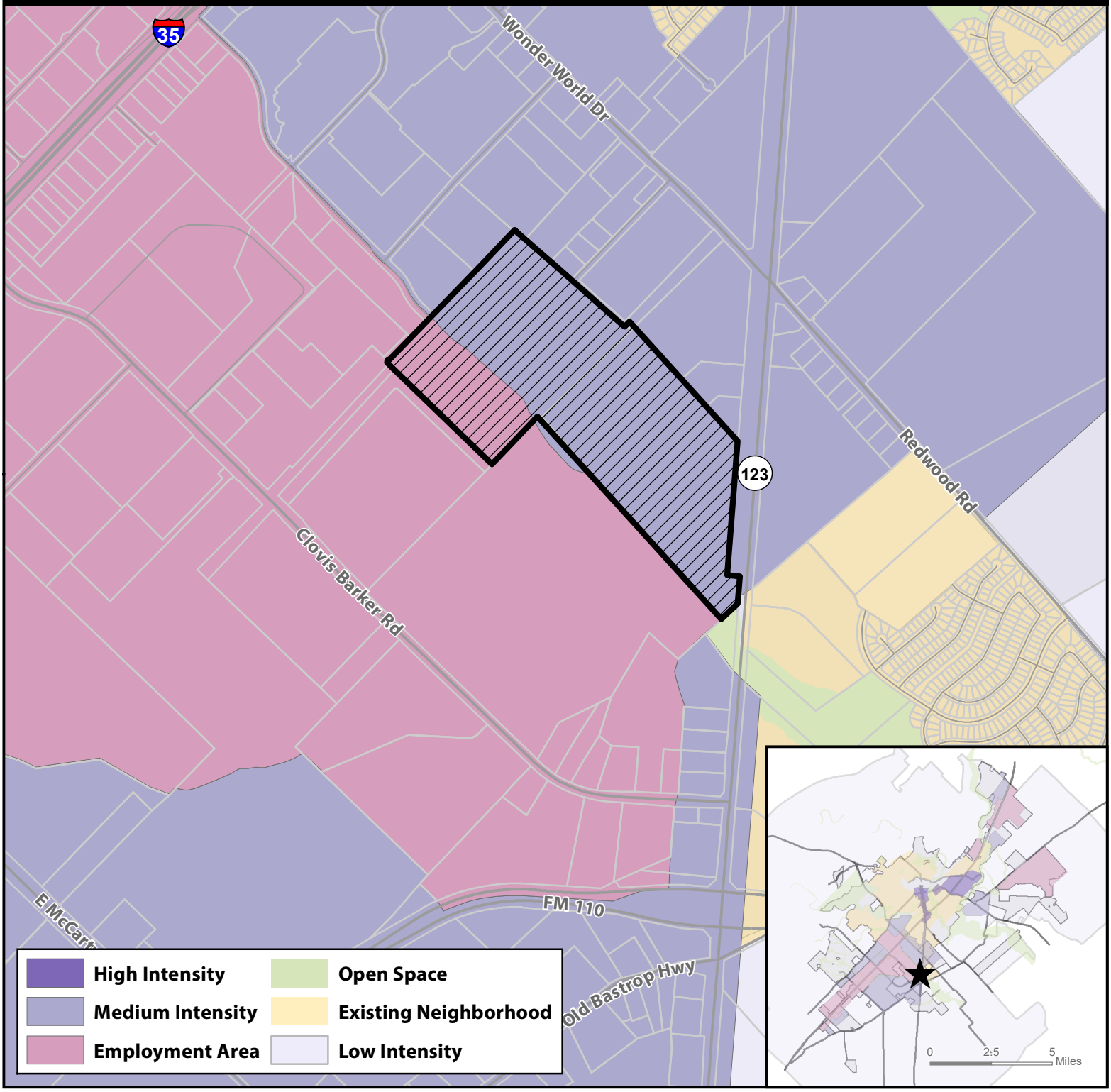
Map Date: 7/6/2020

Document Path: \\arcfile\ArcGIS\Department Projects and File Geodatabases\Planning and Development Services\Current Planning Cases\Case Map Templates\PSA-YR-CN_LUS.mxd

ZC-20-10
Preferred Scenario
The Barracks — HWY 123



Site Location

Subject Property

Parcels

City Limit

N

0 750 1,500 3,000 Feet

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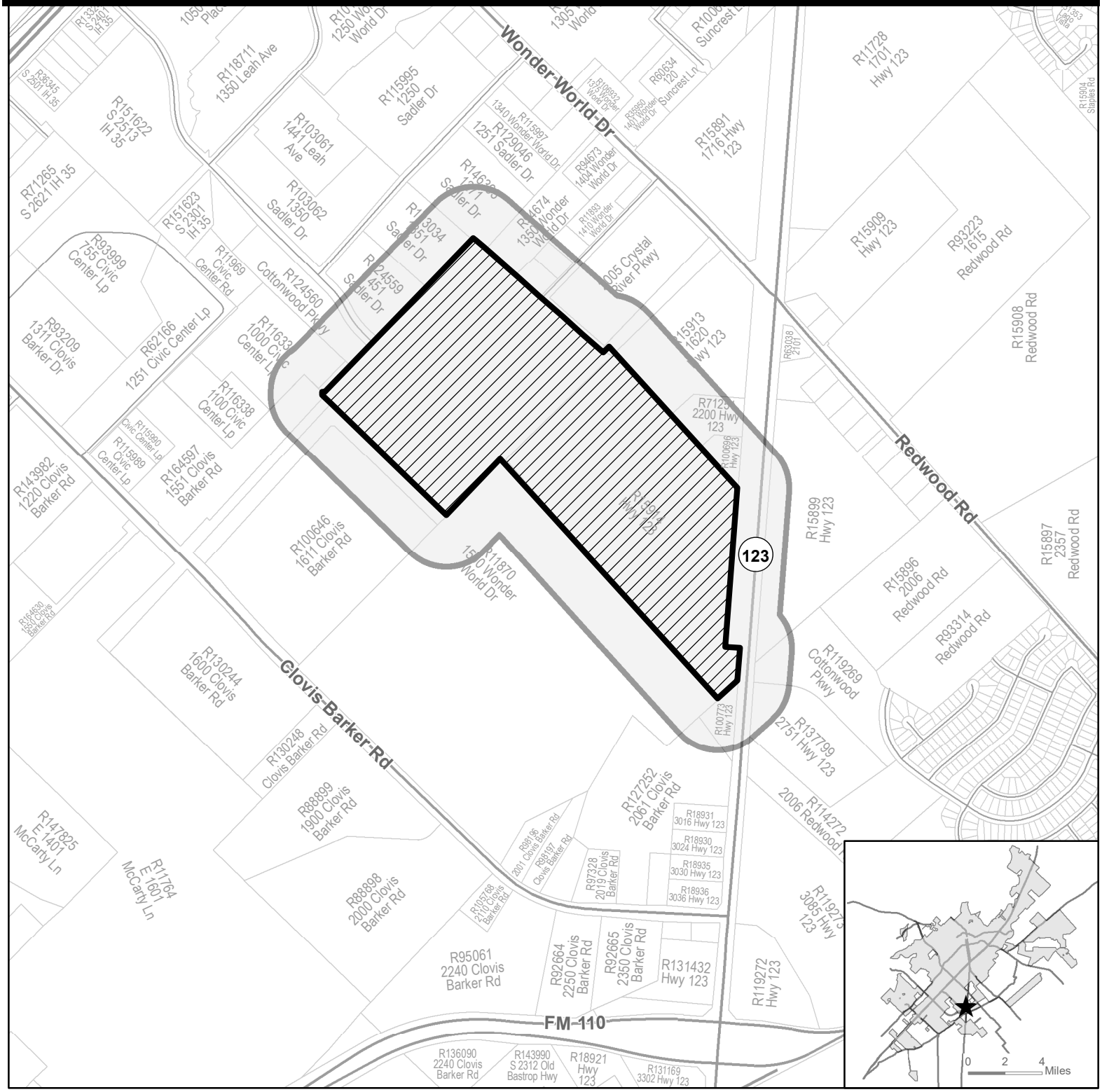
Map Date: 6/26/2020

Document Path: Z:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-10 The Barracks PA District\GIS\ZC-20-10 Preferred Scenario Map.mxd

ZC-20-10
400' Notification Buffer
The Barracks — HWY 123



★ **Site Location**

Subject Property

400' Buffer

Parcel

City Limit

N

0 625 1,250 2,500 Feet

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Map Date: 6/26/2020

Document Path: Z:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-10 The Barracks PA District\GIS\ZC-20-10 Notification Map.mxd

Property ID	Owner Name	Property Address	Owner Address	City	State	Owner Zip
127252	2061 CLOVIS BARKER LLC	2061 CLOVIS BARKER	JCL 48 INVESTMENT LLC (22.222%) 17401 RUSH PEA CIRCLE	AUSTIN	TX	78738-4045
15913	CCMCCOY LLC	WONDER WORLD DR @ SH 123	8608 CALERA DR	AUSTIN	TX	78735-1570
116339	CIVIC 2000 LLC	1000 CIVIC CENTER	5100 W HIGHWAY 290 STE 2-200	AUSTIN	TX	78735-9003
130244	CLOVIS BARKER BUSINESS PARK LP	1600 CLOVIS BARKER	223 HULL RD	SUGAR LAND	TX	77498-5007
164597	DBI SAN MARCOS PROPERTY LP	CLOVIS BARKER	ATTN: WILLIAM W HALL, VP DBEARDEN INVESTMENTS-GP LLC	SUGAR LAND	TX	77498-5007
100646	GENLYTE THOMAS GROUP LLC	1500-1600 CLOVIS BARKER	% WIDE LITE DIVISION 1611 CLOVIS BARKER RD	SAN MARCOS	TX	78666
146393	HAYDEN FIFTH AVENUE LLC	1271 SADLER	Attn: ASHLEY HAYDEN 3 MONROE PKWY	LAKE OSWEGO	OR	97035
11894	HERNANDEZ CHRISTINA	1416 WONDER WORLD	205 ALMQUIST ST	HUTTO	TX	78634-3296
15899	MARTINEZ JAIME J RUSSEK	SH 123	910 RIO VERDE	NEW BRANFELS	TX	78130-2419
15912	MCCOY FAMILY PARTNERSHIP ONE	CLOVIS BARKER	P O BOX 1028	SAN MARCOS	TX	78667-1028
15914	MCCOY FAMILY PARTNERSHIP TWO	SH 123	P O BOX 1028	SAN MARCOS	TX	78667-1028
98196	PAP CO INC	2190 CLOVIS BARKER	A TEXAS CORP 103 W MIMOSA CIR	SAN MARCOS	TX	78666
88899	PAVESTONE COMPANY LP	1900 CLOVIS BARKER	Attn: KAREN KULP-TAX DEPT. 5 CONCOURSE PKWY	ATLANTA	GA	30328-6111
130248	PAVESTONE LLC	CLOVIS BARKER	Attn: KAREN KULP-TAX DEPT. 5 CONCOURSE PKWY	ATLANTA	GA	30328-6111
11962	PENA, ANNA MARIA	WONDER WORLD	18310 W LOCK ST	TONIBALL	TX	77375
97327	RAINS, DONALD P	2011 CLOVIS BARKER	2011 CLOVIS BARKER RD	SAN MARCOS	TX	78666
71251	REMME-MCCOY PROPERTY SOLUTIONS LLC	2200 SH 123	2206 LAKE AUSTIN BLVD	AUSTIN	TX	78703-4548
119269	RIO MARC DEVELOPMENT LTD	SH 123	407 S STAGECOACH TRL STE 203	SAN MARCOS	TX	78666-5063
124559	SADLER ROAD MF HJ LP	1451 SADLER	4611 BEE CAVE RD STE 203	AUSTIN	TX	78746
123034	SAN MARCOS THREE HOLDINGS LLC	1351 SADLER	Attn: JACK H SANDERS 145 N HIGHLAND DR	MANY	LA	71449

97328	SM, LEASING INC	2019 CLOVIS BARKER	2019 CLOVIS BARKER RD	SAN MARCOS	TX	78666
98197	STE OIL COMPANY INC	2001 CLOVIS BARKER	2001 CLOVIS R BARKER RD	SAN MARCOS	TX	78666-9573
11895	VELASQUEZ, DOMINGO	WONDER WORLD	5968 FM 621	MARTINDALE	TX	78655
105768	WEST TEXAS COMMERCIAL PROPERTIES LTD	2110 CLOVIS R BARKER	6021 43RD ST	LUBBOCK	TX	79407-3712
11900	WW MULTIFAMILY LP	1416 WONDER WORLD	11500 CITRUS CV	AUSTIN	TX	78750-3672

Zoning District Comparison Chart

Topic	***Existing Zoning:*** **Future Development (FD)**	***Proposed Zoning:*** **Medium Intensity Planning Area (MI-PA)**
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.	MI-PA is intended for larger greenfield tracts in medium intensity areas where residential uses and commercial uses are developed as part of a master plan. The planning area district creates urban environments with a mix of housing, civic, retail and service choices within a compact, walkable environment. These walkable environments are defined by an area encompassed within a one-quarter to one-half-mile radius. This distance is the average most pedestrians will walk before they consider other modes of transportation.
Uses	Residential and Agricultural *(See Land Use Matrix)*	Residential and commercial. *(See Land Use Matrix)*
Parking Location	No location standards	Varies based on district
Parking Standards	2 spaces per dwelling unit (if single family detached)	Varies based on use
Max Residential Units / acre	0.4 units per acre (max)	Based on parking
Occupancy Restrictions	N/A	N/A
Landscaping	Tree and shrub requirements	Parking lot and Street Tree requirements
Building Height (max)	2 stories	**CD-1:** N/A **CD-2:** N/A **CD-3: 2** Stories **CD-4**: 3 stories **CD-5**: 5 stories
Setbacks	50’ front, 25’ secondary street, 20’ side, 20% rear	Based on Zoning District

Topic	*Existing Zoning:* **Future Development (FD)**	*Proposed Zoning:* **Planning Area (PA)**
Impervious Cover (max)	30%	**CD-1:** 20% **CD-2:** 20% **CD-3:** 60% **CD-4:** 80% **CD-5:** 100%
Lot Sizes	Allows a variety of lot sizes depending on Building Type.	Lot size varies depending on zoning district and building type.
Streetscapes	Residential Street: 5' sidewalk for lots smaller than 1 acre, street trees every 40' on center average, 7' planting area.	Residential and Main Street.
Blocks	No Block Perimeter Required	**CD-1 and CD-2:** N/A **CD-3:** 2,800 ft. block perimeter **CD-4:** 2,400 ft. block perimeter **CD-5:** 2,000 ft. block perimeter

Section 5.1.1.2 Land Use Matrix

Future Development (FD) vs. Character District 1 - 5 (CD-1, CD-2, CD-3, CD-4, 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

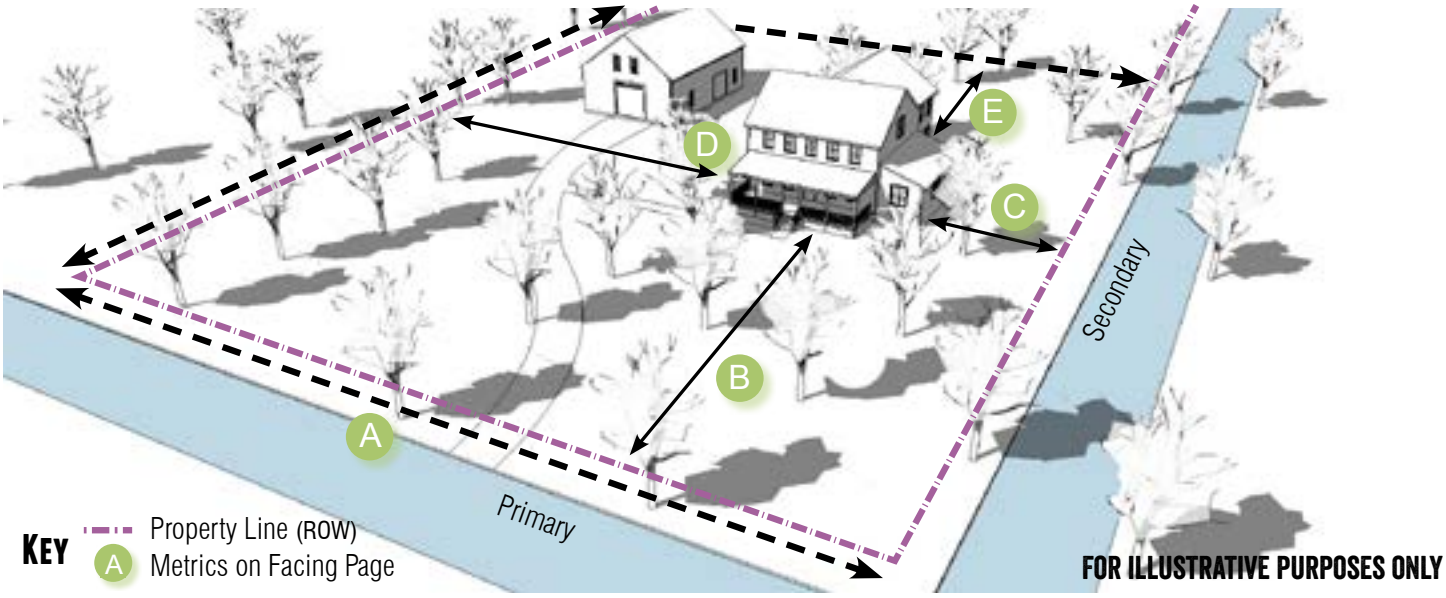
TYPES OF LAND USES	CONVENTIONAL RESIDENTIAL				NEIGHBORHOOD DENSITY DISTRICTS				CHARACTER DISTRICTS						SPECIAL DISTRICTS					DEFINITION USE STANDARDS
	FD	SF-R	SF-6	SF-4.5	ND-3	ND-3.5	ND-4	N-MS	CD-1	CD-2	CD-3	CD-4	CD-5	CD-5D	HC	LI	HI	MH	EC	
Community Home	L	L	L	L	L	L	P	P	--	P	P	P	P	P	--	--	--	L	--	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

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

CD-1

SECTION 4.4.3.1 CHARACTER DISTRICT - 1

FOR ILLUSTRATIVE PURPOSES ONLY

General Description

The CD-1 District is intended for the preservation of open space and to protect the most sensitive natural resources in San Marcos. It may include widely dispersed rural single family homes but is primarily characterized by extensive, undisturbed landscapes.

Density

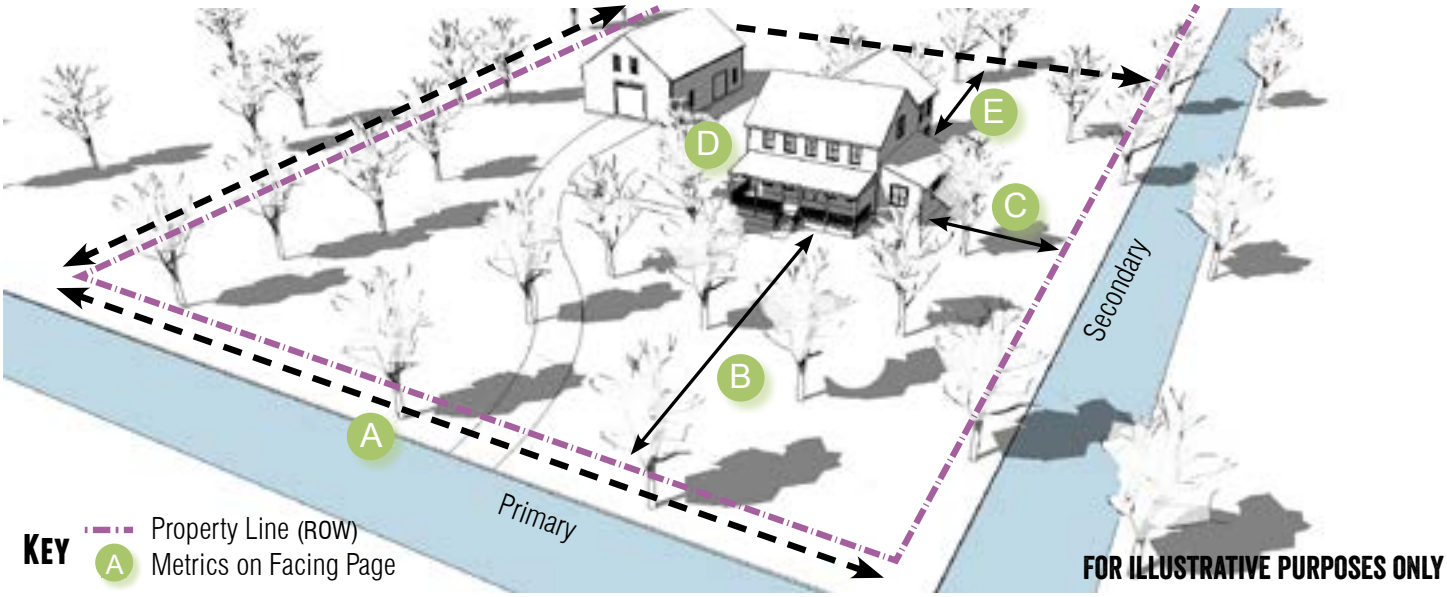
Units Per Gross Acre	N/A
Impervious Cover	20% max.

Transportation

Block Perimeter	N/A

CD-2

SECTION 4.4.3.2 CHARACTER DISTRICT - 2



General Description

The CD-2 District is intended for the development of single-family and agricultural uses in a rural setting. Characterized by primarily agricultural with woodlands and wetlands and scattered buildings.

Density

Units Per Gross Acre	.1 max.
Impervious Cover	20% max.

Transportation

Block Perimeter	N/A

Building Types Allowed

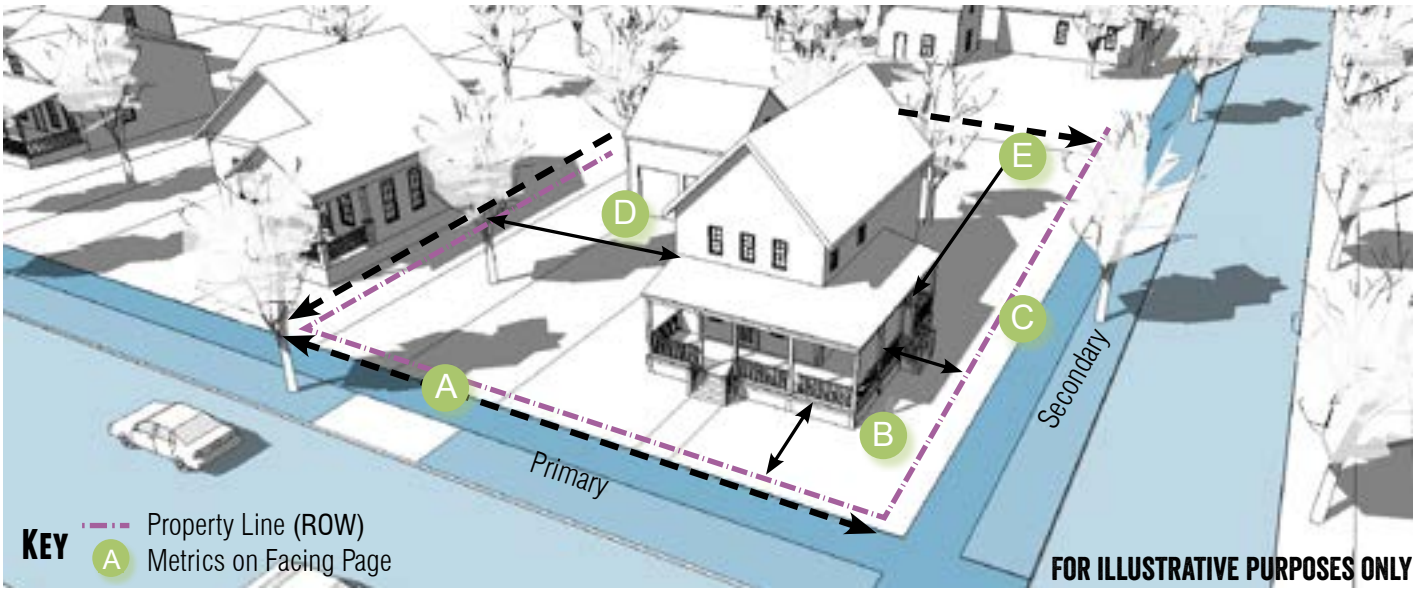
Accessory Dwelling	Section 4.4.6.1
House	Section 4.4.6.2
Civic	Section 4.4.6.15

Building Standards

Principal Building Height	3 stories max.	45 ft. max.
Accessory Structure	N/A	N/A

CD-3

SECTION 4.4.3.3 CHARACTER DISTRICT - 3



General Description

The CD-3 district is primarily intended to accommodate one and two family houses. Uses that would substantially interfere with the residential nature of the district are not allowed.

Density

Impervious Cover	60% max.
Units Per Gross Acre	10 max.

Transportation

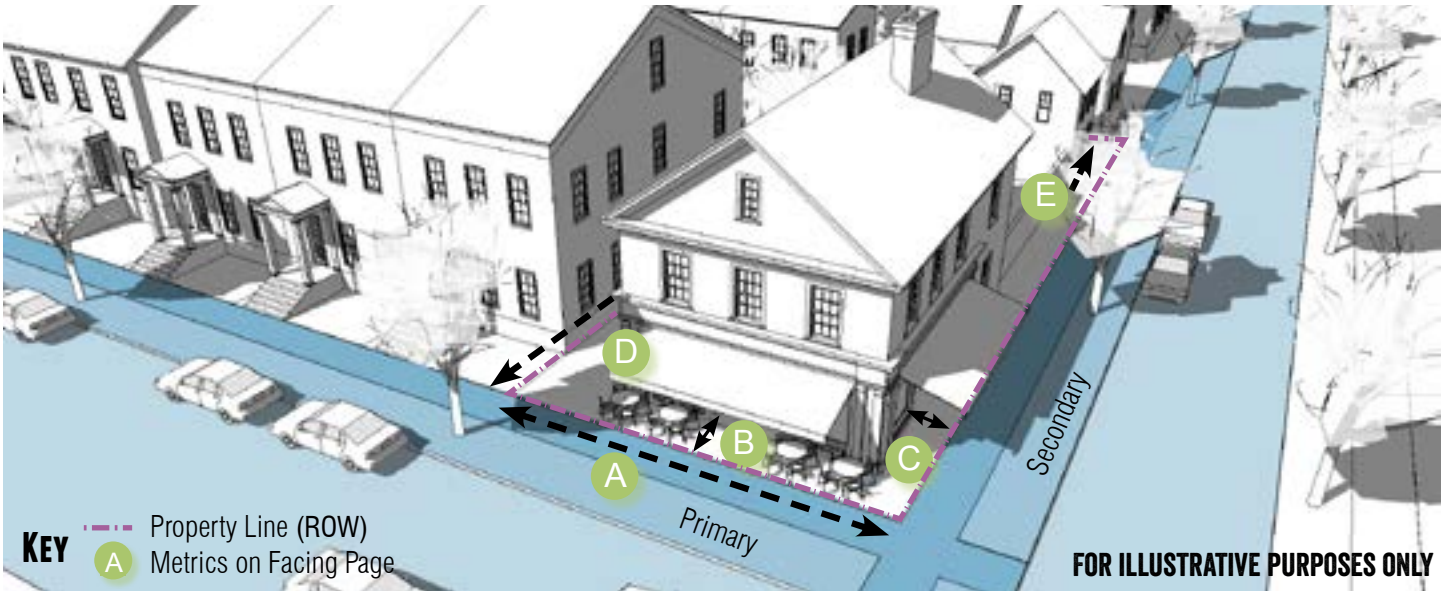
Block Perimeter	2,800 ft. max.	Section 3.6.2.1
Streetscape Type	Residential	Section 3.8.1.10

Building Types Allowed

Accessory Dwelling	Section 4.4.6.1
House	Section 4.4.6.2
Cottage	Section 4.4.6.3
Cottage Court	Section 4.4.6.4
Duplex	Section 4.4.6.5
Zero Lot Line House	Section 4.4.6.6
Civic Building	Section 4.4.6.15

CD-4

SECTION 4.4.3.4 CHARACTER DISTRICT - 4



General Description

The CD-4 district is intended to accommodate a variety of residential options including single-family, two-family and multifamily with limited commercial or mixed use on the corners.

Density

Impervious Cover	80% max.

Transportation

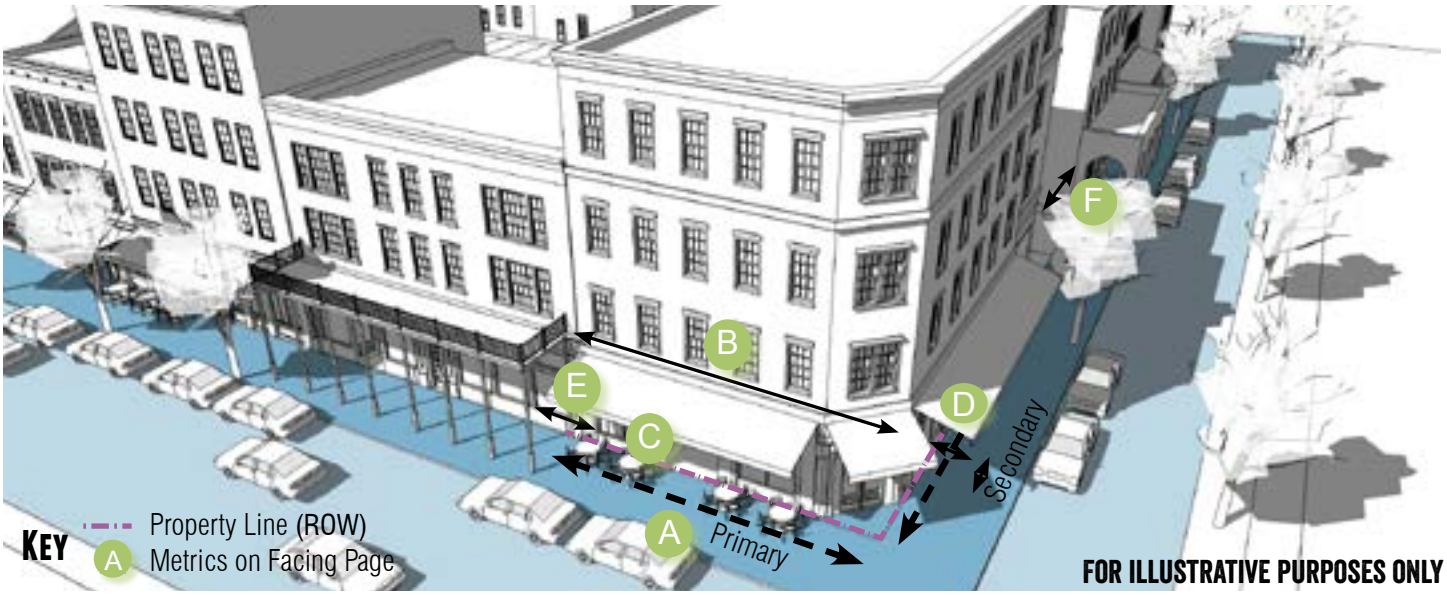
Block Perimeter	2,400 ft. max	Section 3.6.2.1
Streetscape Type	Residential Conventional Mixed Use	Section 3.8.1.10 Section 3.8.1.7 Section 3.8.1.8

Building Types Allowed

Accessory Dwelling	Section 4.4.6.1
Cottage	Section 4.4.6.3
Duplex	Section 4.4.6.5
Townhouse	Section 4.4.6.7
Courtyard Housing	Section 4.4.6.9
Apartment	Section 4.4.6.10
Live/ Work	Section 4.4.6.11
Neighborhood Shopfront	Section 4.4.6.12
Civic Building	Section 4.4.6.15

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

PA

SECTION 4.4.3.7 PLANNING AREA DISTRICT

TABLE 4.14 PLANNING AREA DISTRICT ALLOCATION

PREFERRED SCENARIO AREA	PLANNING AREA DESCRIPTION	DISTRICT	% ALLOCATION (BUILDABLE LAND)
Employment Center	Employment Planning Area. The intention of the employment planning area is to accommodate large employers or a corporate campus that can incorporate some residential or mixed use.	CD-4 CD-5 EC LI	0 - 10% 10 - 40% 60 - 90% 0 - 30%
High Intensity Zone	High Intensity Planning Area. The intention of the high intensity planning area is to accommodate high intensity and high density infill development within a compact mixed use area.	CD-1, 2, or 3 CD-4 CD-5	0 - 10% 10 - 30% 60 - 90%
Medium Intensity Zone	Medium Intensity Planning Area. The intention of the medium intensity planning are is to accommodate new master planned communities with diverse housing types developed around a 5 minute walk to all services.	CD-1, 2, or 3 CD-4 CD-5	10 - 30% 30 - 60% 10 - 30%
Low Intensity Area	Conservation Planning Area. The intention of the conservation planning area is to preserve large areas of environmentally sensitive or prime agricultural lands while providing for clustered residential development in appropriate areas.	CD-1 or 2 CD-3 CD-4 CD-5	50% min. 20 -40% 10 - 30% 0 - 5%

***ZC-20-10 (The Barracks) 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	

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			**Applicant has not indicated that educational facilities will be included.**
Competitive Infrastructure & Entrepreneurial Regulation	Provides / Encourages land, utilities and infrastructure for business			**Applicant has not indicated that infrastructure will be extended.**
The Community of Choice	Provides / Encourages safe & stable neighborhoods, quality schools, fair wage jobs, community amenities, distinctive identity	**Applicant has indicated that they do intend for some commercial uses which would provide jobs and services**		

ENVIRONMENT & RESOURCE PROTECTION – Land Use Suitability & Development Constraints

	1 (least)	2	3 (moderate)	4	5 (most)
Level of Overall Constraint			X		
Constraint by Class					
Cultural				X	
Edwards Aquifer	X				
Endangered Species	X				
Floodplains	X	X		X	X
Geological	X				
Slope	X				
Soils	X				
Vegetation	X				
Watersheds	X				
Water Quality Zone	X			X	X

ENVIRONMENT & RESOURCE PROTECTION – Water Quality Model Results

Located in Subwatershed:	**Cottonwood Creek**

	0-25%	25-50%	50-75%	75-100%	100%+
Modeled Impervious Cover Increase Anticipated for watershed					**X**

Notes: **This watershed currently has very little impervious cover compared to its size. Cottonwood Creek is not a tributary to the San Marcos River, with larger more concentrated growth, best management practices such as retention ponds and biofiltration gardens can be incorporated into the site planning process.**

NEIGHBORHOODS – Where is the property located

CONA Neighborhood(s):	**Cottonwood Creek**
Neighborhood Commission Area(s):	**5**
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?	**X**	
Will Trails and / or Green Space Connections be Provided?	**X**	

The applicant has indicated there will be Open Space within the development. As this is a residential component to this development Parkland Dedication is required.

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)?	**X**	
Wastewater service available?	**X**	
Water service available?	**X**	

TRANSPORTATION – Level of Service (LOS), Access to sidewalks, bicycle lanes and public transportation

		A	B	C	D	F
Existing Daily LOS	**Highway 123**	**X**				
Existing Peak LOS	**Highway 123**	**X**				
Preferred Scenario Daily LOS	**Highway 123**				**X**	
Preferred Scenario Peak LOS	**Highway 123**					**X**

The Transportation Demand Model shows that Highway 123 is anticipated experience a decrease in Level of Service in the future. One reason for this is the anticipated growth to the south. Additional connectivity based on the requirements of our 2018 Transportation Master Plan may help alleviate the anticipated congestion.

	N/A	Good	Fair	Poor
Sidewalk Availability	X			
Sidewalks are required to be built as part of the development.				
	YES		NO	
Adjacent to existing bicycle lane?			X	
Adjacent to existing public transportation route?			X	
Notes: **The Transportation Master Plan indicates that this development will be required to construct bicycle infrastructure along HWY 123 and Cottonwood Parkway. This infrastructure is anticipated to be part of a larger network in the future.**				

ZONING CHANGE TO PLANNING AREA DISTRICT APPLICATION

Updated: October, 2019

CONTACT INFORMATION

Applicant's Name	Ed Theriot	Property Owner	McCoy Family Partnership One and Two
Company	Doucet & Associates, Inc.	Company	c/o The Barracks Townhomes (Aaron Longoria)
Applicant's Mailing Address	7401B Hwy. 71 W., Ste. 160 Austin, TX 78735	Owner's Mailing Address	514 Deacon W Drive College Station, TX 77842
Applicant's Phone #	512-618-2865	Owner's Phone #	(979) 217-1162
Applicant's Email	etheriot@doucetengineers.com	Owner's Email	aaron@barrackstownhomes.com

PROPERTY INFORMATION

Subject Property Address(es): SH 123, San Marcos, TX

Legal Description: Lot _____ **Block** _____ **Subdivision** _____

Total Acreage: 109.46 **Tax ID #: R** 15914, R11870

Preferred Scenario Designation: Medical District, Employment Center **Existing Zoning:** FD

Existing Land Use(s): Vacant

DESCRIPTION OF REQUEST

Proposed Zoning District(s): Planned Area District

Proposed Land Uses / Reason for Change: Apply zoning controls to the tract for 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, REID McCOY (owner name) on behalf of McCoy Family Partnerships One and Two (company, if applicable) acknowledge that I/we am/are the rightful owner of the property located at SH 123, San Marcos, TX (address).

I hereby authorize Luke Marvel and his respective consultants (agent name) on behalf of The Barracks Townhomes (agent company) to file this application for various applications for site development (application type), and, if necessary, to work with the Responsible Official / Department on my behalf throughout the process.

Signature of Owner: _____ Date: 3/31/2020

Printed Name, Title: REID McCOY, GENERAL PARTNER
McCOY FAMILY PARTNERSHIP ONE
McCOY FAMILY PARTNERSHIP TWO

Signature of Agent: _____ Date: 04/02/2020

Printed Name, Title: Ed Theriot, Agent

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: 04/02/2020

Print Name: Ed Theriot

Form Updated October, 2019

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.

SPECIAL WARRANTY DEED

Bk Vol Ps
04024094 OPR 2527 319

STATE OF TEXAS §
§
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS, that REID BRIAN McCOY, Trustee of the MEAGAN LANE McCOY FAMILY TRUST, of P. O. Box 647, City of San Marcos, County of Hays, State of Texas 78667 (hereinafter referred to as "Grantor"), for and in consideration of the sum of ten and 00/100 dollars ($10.00), and other good and valuable consideration to the undersigned paid by McCOY FAMILY PARTNERSHIP ONE, LTD., (hereinafter referred to as "Grantee"), of P. O. Box 1028, City of San Marcos, County of Hays, State of Texas 78667, the receipt of which is hereby acknowledged, has GRANTED, SOLD, and CONVEYED, and by these presents does hereby GRANT, SELL, and CONVEY unto the said Grantee an undivided 12.50% in and to the real property (including any improvements) out of the Barnett O. Kane Survey, Abstract No. 281, the Cyrus Wickson Survey, Abstract No. 474, and the J. M. Veramendi League No. 1, Hays County, Texas, described in Exhibit A attached to and made a part of this instrument, save and except the real property described in Exhibit B attached to and made a part of this instrument ("Property").

This conveyance is made and accepted subject to all validly existing easements, rights of way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions and other instruments that affect the Property; and taxes for the year 2004 and subsequent years, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns forever, subject to the exception to conveyance and warranty; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under the said Grantor, but not otherwise subject to the exceptions to conveyance and warranty provided for in this deed.

EXECUTED this 25th day of July, 2004.

GRANTOR

REID BRIAN McCOY, Trustee of the MEAGAN LANE McCOY FAMILY TRUST

_____ §
§
_____ §

This instrument was acknowledged before me on the 25TH day of JULY, 2004, by REID BRIAN McCOY, Trustee, of the MEAGAN LANE McCOY FAMILY TRUST.

Christopher L. Sledge

My Commission Expires:
INDEFINATE

Notary Public, _____

TYPE/PRINT/STAMP NAME
CHRISTOPHER L. SLEDGE
LCDR, USN

PLEASE RETURN TO:

McCOY FAMILY PARTNERSHIP ONE, LTD.
P. O. Box 1424
San Marcos, Texas 78667

0069026\one\drafting\swdreid\f040708

670 510

FIELD NOTE DESCRIPTION OF A SURVEY MADE ON THE GROUND OF 166.670 ACRES OF LAND, MORE OR LESS, IN THE BARNETT O. KANE SURVEY A-281, THE CYRUS WICKSON SURVEY, A-474 AND THE J. M. VERAMENDI LEAGUE NO 1, ALL IN HAYS COUNTY, TEXAS, BEING A PORTON OF THAT TRACT CALLED 271.99 ACRES AS CONVEYED BY LEONARD LEIGHTON, TRUSTEE, TO TD-350 INVESTMENTS BY DEED DATED JANUARY 18, 1984 AND RECORDED IN VOLUME 414, PAGE 188 OF THE HAYS COUNTY REAL PROPERTY RECORDS, A PORTION OF THAT TRACT CALLED 52.88 ACRES CONVEYED BY ANDREW J. TICKLE, ET UX TO TD-350 INVESTMENTS BY DEED DATED JANUARY 30, 1984 AND RECORDED IN VOLUME 416, PAGE 367 OF THE HAYS COUNTY REAL REAL PROPERTY RECORDS, AND A PORTION OF THAT TRACT CONVEYED BY ROBERT L. RIEDEL, ET AL TO RIEDEL INVESTMENTS BY DEED DATED APRIL 21, 1982 AND RECORDED IN VOLUME 374, PAGE 413 OF THE HAYS COUNTY DEED RECORDS, SAID 166 670 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/4" iron pipe found for a southerly southwest corner of this tract, the most southerly southwest corner of the TD-350 271.99 acre tract and in the southeast line of that tract called 58.052 acres in that deed dated October 3, 1983 conveyed by Reidel Investments to Reidel Acreage Joint Venture as recorded in Volume 403, Page 359 of the Hays County Deed Records;

THENCE leaving the PLACE OF BEGINNING as shown on that Plat No. 21760-87-25-d dated April 15, 1987 prepared for Duwe Properties by Byrn and Associates, Inc. of San Marcos, Texas, with the common line of this tract and the Reidel Acreage Joint Venture tract, as fenced, the following four calls:

1. N45°17'44"E 1656.76 feet to a fence corner post,
2. N45°20'54"W 441.88 feet to a fence post,
3. N45°27'27"W 899.47 feet to a fence post, and
4. N03°51'19"E 23.94 feet to a fence corner post for a salient west corner of this tract;

THENCE leaving the Riedel Acreage Joint Venture tract N87°46'03"E 19.77 feet to a fence corner post for the west corner of the TD-350 52.88 acre tract;

THENCE with the northwest line of the TD-350 52.88 acre tract the following three calls:

1. N44°38'13"E 488.43 feet to an 1/2" iron rod set at the south corner of that 35.86 acre tract called "Tract 1" in that deed dated October 31, 1985 conveyed by TD-350 Investments to Cottonwood Development, Inc. as recorded in Volume 560, Page 535 of the Hays County Real Property Records,

2. N44°28'53"E 286.57 feet to an 1/2" iron rod set, and
3 N44°28'20"E 879.95 feet to a fence corner post for the north corner of this tract, the north corner of the TD-350 52.88 acre tract, the east corner of that 36.70 tract called "Tract 2" in that deed recorded in Volume 560, Page 535 of the Hays County Real Property Records, and in the southwest line of that tract called 116.94 acres conveyed by H. L. Schulle to Mary Ann Hood, Trustee in a deed dated November 9, 1973 and recorded in Volume 263, Page 522 of the Hays County Deed Records, pass at 200 feet, more or less, a common corner of the Cottonwood Development, Inc.'s said Tracts 1 and 2;

THENCE with the common line of the Hood tract and the TD-350 52.88 acre tract the following two calls:

1 S48°27'27"E 376.89 feet to an iron pipe found, and
2. S47°54'17"E 67.83 feet to an iron pipe found for the south corner of the Hood tract and the west corner of that 7.00 acre tract conveyed by Epafanio Velasquez, et ux to Crespin Hernandez, et ux by deed dated May 10, 1979 as recorded in Volume 326, Page 34 of the Hays County Deed Records;

THENCE S47°59'51"E 238.28 feet to an iron pipe found for the south corner of the Hernandez tract and the west corner of that 7.00 acre tract conveyed by Jose Velasquez, et ux to Joe Rivas Velasquez, Jr. by deed dated August 17, 1979 as recorded in Volume 330, Page 435 of the Hays County Deed Records;

THENCE S47°57'27"E 240.33 feet to an iron pipe found for the south corner of the Joe Rivas Velasquez, Jr. tract and the west corner of that 6.00 acre tract conveyed by Longina Velasquez, et al to Eugene R. Ferrer, et ux by deed dated August 19, 1968 as recorded in Volume 225, Page 353 of the Hays County Deed Records,

THENCE S47°54'29"E 207.58 feet to an iron pipe found for the south corner of the Ferrer tract and the west corner of that 4.96 acre tract conveyed by Longina Velasquez to Estefana Velasquez by deed dated Ausgust 19, 1968 as recorded in Volume 225, Page 348 of the Hays County Deed Records;

THENCE S48°01'01"E 173.22 feet to an 1/2" iron rod set for the south corner of the Velasquez 4.96 acre tract and the west corner of that 0.98 acre tract conveyed by TD-350 Investments to C. J. Properties by deed dated December 1, 1986 as recorded in Volume 641, Page 672 of the Hays County Real Property Records;

THENCE with the southwest line of the C. J. Properties 0.98 acre tract S47°03'45"E 35.40 feet to a fence corner post for a north-east corner of this tract, the south corner of the C. J. Properties 0.98 acre tract and in the northwest line of that 59.70 acre tract conveyed by TD-350 Investments to C. J. Properties as recorded in Volume 641, Page 672 of the Hays County Real Property Records;

THENCE leaving the C J. Properties 0.98 acre tract with the common line of this tract and the C. J. Properties 59.70 acre tract the following four calls:

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1. S44°23'59"W 496.01 feet to a fence post,
2. S44°15'45"W 280.66 feet to a fence post,
3. S44°52'07"W 274.28 feet to a fence post, and
4. S44°02'41"W 94.64 feet to an 1/2" iron rod found for an east re-entrant corner of this tract and the west corner of the C. J. Properties 59.70 acre tract;

THENCE with the southwest line of the C. J. Properties 59.70 acre tract S41°41'24"E 2505.28 feet to an 1/2" iron rod found for the most easterly corner of this tract and the south corner of the C. J. Properties 59.70 acre tract and in the northwest line of that 1.99 acre tract called "Tract Two" in that deed to James E. Braden dated May 19, 1977;

THENCE leaving the C. J. Properties 59.70 acre tract with the northwest line of the Braden tract S48°21'37"W 201.53 feet to a fence corner post for the west corner of the Braden tract and north corner of that tract called 33.6 acres conveyed by Bimms Investments to Caffey Construction Company, Inc. by deed dated February 2, 1984 as recorded in Volume 418, Page 5 of the Hays County Real Property Records;

THENCE leaving the Braden tract with the common line of this tract and the Caffey Construction Company tract, with fence, the following 17 calls:

1. S51°19'16"W 109.05 feet to an angle point,
2. S50°16'01"W 109.47 feet to an angle point,
3. S48°01'55"W 33.10 feet to an 1/2" iron rod found for an angle point,
4. S49°20'44"W 84.13 to a fence corner post for a salient southeast corner,
5. N46°37'44"W 127.95 feet to an angle point,
6. N46°08'14"W 100.34 feet to an angle point,
7. N45°29'12"W 113.87 feet to an 1/2" iron rod found at a fence corner post for a south re-entrant corner of this tract,
8. S32°25'17"W 200.35 feet to an angle point,
9. S31°38'25"W 106.80 feet to an angle point,
10. S31°09'09"W 102.98 feet to an angle point,
11. S32°44'36"W 102.28 feet to an angle point,
12. S30°46'04"W 111.96 feet to an angle point,
13. S33°42'54"W 57.97 feet to an angle point,
14. S63°46'19"W 239.46 feet to an angle point,
15. S63°37'57"W 214.63 feet to an angle point,
16. S62°47'56"W 87.51 feet to an angle point,
17. S30°41'26"W 398.95 feet to a 10" cedar fence corner post for a south corner of this tract and the west corner of the Caffey Construction Company, Inc. tract, and an interior corner of the Riedel Investments tract;

THENCE S44°15'49"W 10.00 feet to an 1/2" iron rod set for the south corner of this tract and in the north line of that 80' wide roadway easement described in a deed dated June 27, 1974 conveyed by Alex Louis Forshage, to Clovis R. Barker, Trustee as recorded in Volume 270, Page 340 of th Hays County Deed Records;

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Sep 19,2001 at 12:04P
670 513
Document Number: 01023511
Amount 23 00
By
Patricia Lackey
Lee Carlisle, County Clerk
Hays County

THENCE N45°14'22"W 2.96.69 feet with the north line of said 80' wide roadway easement to an 1/2" iron rod set for the most westerly southwest corner of this tract and the south corner of the Riedel Acreage Joint Venture tract;

THENCE leaving the north line of said 80' wide roadway easement N45°17'44"E 10.00 feet to the PLACE OF BEGINNING. There are contained within these metes and bounds 166.670 acres of land, more or less, as surveyed on the ground during 1985, 1986, and 1987 by Byrn and Associates, Inc. of San Marcos, Texas.

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04024094 OPR 2527 325

MACIAS & ASSOCIATES, Inc.
LAND SURVEYORS

Exhibit A

M R Properties
to
City of San Marcos
(Proposed Right-of-way)

LEGAL DESCRIPTION FOR PARCEL NO. 21

BEING A 0.499 ACRE (21,740 SQUARE FOOT) PARCEL OF LAND OUT OF THE CYRUS WICKSON SURVEY, ABSTRACT NO. 474, HAYS COUNTY, TEXAS, ALSO BEING OUT OF A 166.670 ACRE PARCEL OF LAND CONVEYED TO M R PROPERTIES, A TEXAS GENERAL PARTNERSHIP DESCRIBED IN A DEED DATED APRIL 29, 1987, OF RECORD IN VOLUME 670, PAGE 497, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 0.499 ACRE PARCEL, AS SHOWN ON THE ACCOMPANYING SKETCH IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found on the existing northeast right-of-way line of CR269, known locally as Clovis Barker Road, and the southeast corner of said M R Properties 166.670 acre tract, same being the southwest corner of Lot 1-A, Lot 1-A and Lot 1-B, Cottonwood Creek Business Park, a subdivision of record in Book 9, Page 328, Plat Records of Hays County, Texas, for the southeast corner of this parcel;

THENCE, N 46° 02' 49" W, a distance of 2197.96 feet along the existing northeast right-of-way line of said Clovis Barker Road to a ½" iron rod found at the west corner of M R Properties 166.670 acre tract for the northwest corner of this parcel;

THENCE, in a northeasterly direction along the existing northeast right-of-way line of Clovis Barker Road, and the northwest boundary line of said M R Properties 166.670 acre tract the following two (2) courses;

1) N 47° 48' 56" E, a distance of 9.81 feet, to a ¾" iron pipe found for an angle point;

2) N 44° 30' 56" E, a distance of 5.00 feet, to a ½" iron rod with plastic cap set on the proposed northeast right-of-way line of said Clovis Barker Road for the northwest corner of this parcel;

5410 South 1st Street • Austin, Texas 78745 • (512) 442-7875 • Fax (512) 442-7876 • e-mail: maciasurvey@earthlink.net

Doc 02029718 Bk OPR Vol 2092 Pg 522

Bk Vol Pg
04024094 OPR 2527 326

THENCE, leaving said right-of-way line, S 45° 47' 30" E, a distance of 2196.02 feet across said M R Properties 166.70 acre tract, along the proposed northeast right-of-way line of Clovis Barker Road to a ½" iron rod set on the common boundary line of said MR Properties, 166.670 acre tract and Lot 1-A, said subdivision, for the southeast corner of this parcel;

THENCE, S 29° 58'59" W, a distance of 5.16 feet to the POINT OF BEGINNING, containing 0.499 acre (21,740 square feet) of land.

BEARING BASIS

All bearings refer to the Texas State Plane Coordinate System, South Central Zone, North American Datum of 1983.

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF HAYS §

That I, Henry A. Dufeau, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 27th day of August, 2001 A.D.

STATE OF TEXAS
HENRY A. DUFEAU
1707
REGISTERED PROFESSIONAL
LAND SURVEYOR

MACIAS & ASSOCIATES, INC.
5410 South 1st Street
Austin, Texas 78745

Henry A. Dufeau
Registered Professional Land Surveyor
No. 1707 – State of Texas

REFERENCES
Volume 670, Page 497 R.P.R.H.C.
TAX ID #R11870
NAD83

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Oct 29,2002 at 02:31P
Document Number: 02035712
Amount 21.00
Lee Carlisle
County Clerk
By
Terry Kleen, Deputy
Hays County

79-47-0 499ROWfldnotes.doc

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04024094	OPR	2527 327

Filed for Record in:
Hays County
On: Aug 20,2004 at 10:02A
Document Number: 04024094
Amount: 30.00
Receipt Number - 107965
By,
Olga Martinez, Deputy

Lee Carlisle, County Clerk
Hays County

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.

SPECIAL WARRANTY DEED

	Bk	Vol	Pg
04024095	OPR	2527	328

STATE OF TEXAS §
§
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS, that REID BRIAN McCOY, Trustee of the MEAGAN LANE McCOY FAMILY TRUST, of P. O. Box 647, City of San Marcos, County of Hays, State of Texas 78667 (hereinafter referred to as "Grantor"), for and in consideration of the sum of ten and 00/100 dollars ($10.00), and other good and valuable consideration to the undersigned paid by McCOY FAMILY PARTNERSHIP TWO, LTD., (hereinafter referred to as "Grantee"), of P. O. Box 1028, City of San Marcos, County of Hays, State of Texas 78667, the receipt of which is hereby acknowledged, has GRANTED, SOLD, and CONVEYED, and by these presents does hereby GRANT, SELL, and CONVEY unto the said Grantee an undivided 4.55% in and to the real property (including any improvements) out of the Barnett O. Kane Survey, Abstract No. 281, Hays County, Texas, described in Exhibit A attached to and made a part of this instrument ("Property").

This conveyance is made and accepted subject to all validly existing easements, rights of way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions and other instruments that affect the Property; and taxes for the year 2004 and subsequent years, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns forever, subject to the exception to conveyance and warranty; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under the said Grantor, but not otherwise subject to the exceptions to conveyance and warranty provided for in this deed.

EXECUTED this 25th day of JULY, 2004.

GRANTOR

REID BRIAN McCOY, Trustee of the MEAGAN LANE McCOY FAMILY TRUST

_____ §
§
_____ §

This instrument was acknowledged before me on the 25TH day of July, 2004, by REID BRIAN McCOY, Trustee, of the MEAGAN LANE McCOY FAMILY TRUST.

My Commission Expires:
INDEFINATE

Notary Public, _____

TYPE/PRINT/STAMP NAME
CHRISTOPHER L. SLEDGE
LCDR, USN

PLEASE RETURN TO:

McCOY FAMILY PARTNERSHIP TWO, LTD.
P. O. Box 1424
San Marcos, Texas 78667

0069026\two\drafting\swdreid\f040708

611 674

DESCRIPTION OF A SURVEY OF 59.70 ACRES, MORE OR LESS, OF LAND AREA IN THE BARNETT O. KANE SURVEY, ABSTRACT NO 231, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT 271.99 ACRE TRACT CONVEYED FROM LEONARD LEIGHTON, TRUSTEE TO TD-350 INVESTMENTS BY DEED DATED JANUARY 18, 1984 AS RECORDED IN VOLUME 414, PAGE 188 OF THE HAYS COUNTY REAL PROPERTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS

BEGINNING at an iron rod set in the common line of the TD-350 Investments 271.99 acre tract and State Highway No 123 for the northerly east corner of this tract, same being the south corner of that 2 97 acre tract conveyed from TD-350 to Cindy Cox McCoy by deed dated February 21, 1986 as recorded in Volume 582, Page 756 of the Hays County Real Property Records, from which a Texas Highway Department Concrete Monument found at the intersection of the south line of F. M. 3407 with the west line of Highway 123 bears N01°56'36"E 666.75 feet and N01°40'[illegible]W 46 feet;

THENCE leaving the PLACE OF BEGINNING and the said 2 97 acre tract as shown on that plat prepared for Dana [illegible] as numbered 21760-86-24-d and dated November 11, 1986 by Cyntx & Associates, Inc San Marcos, Texas with the common line of the TD-350 Investments 271.99 acre tract and Highway 123 the following two courses

1. S04°56'36"W 1281.06 feet to a Texas Highway Department Concrete Monument and
2. S04°52'56"W 98.91 feet to an iron rod found for a southerly east corner of this tract, being the north corner of that 1.99 acre tract conveyed from Willie R. Henk to James [illegible] Braden by deed dated May 19, 1977 as recorded in Volume 156, Page 338 of the Hays County Deed Records,

THENCE leaving Highway No. 123 with the fenced common line of the TD-350 Investments 271.99 acre tract and the Braden 1.99 acre tract S48°21'37"W 205.08 feet to an iron rod set for the most southerly corner of this tract;

THENCE leaving the Braden 1.99 acre tract and crossing the TD-350 Investments 271.99 acre tract N41°41'24"W 2505 28 feet to an iron rod set for the west corner of this tract, being in the fenced common line of the TD-350 Investments 271.99 acre tract and that 52 38 acre tract conveyed from Andrew J Tickle et ux to TD-350 Investments by deed dated January 30, 1984 as recorded in Volume 416, Page 367 of the Hays County Real Property Records, the common line of the Veramendi League and Kane Survey,

THENCE with the common fenced line of the two TD-350 Investments tracts, this common line of the Veramendi League and Kane Survey the following five courses

6.11 62

1. N44°02'41"E 94.64 feet to a fence post,
2. N44°52'07"E 274.28 feet to a fence post,
3. N44°15'45"E 280.66 feet to a fence post,
4. N44°23'59"E 496.01 feet to a fence post, and
5. N45°02'10"E 65.32 feet to an iron rod found for the north corner of this tract, being the west corner of that 22.62 acre tract conveyed from TD-350 to Cindy Cox McCoy by deed dated February 21, 1986 as recorded in Volume 582, Page 761 of the Hays County Real Property Records;

THENCE leaving the TD-350 Investments 52.88 acre tract and crossing the TD-350 Investments 271.99 acre tract with the southwest line of the McCoy 22.62 acre tract and its projection S31°41'24"E 1638.68 feet to the PLACE OF BEGINNING, pass at 705.36 feet an iron rod found for the south corner of the McCoy 22.62 acre tract, the west corner of Lot 1, Block 1 of the Dennis P. McCoy Subdivision, a subdivision of record in Volume [illegible], Page 136 of the Hays County Plat Records, pass at 1043.40 feet the south corner of the McCoy Subdivision, the west corner of the McCoy 2.97 acre tract. There are contained within these metes and bounds 59.70 acres, more or less, of land [illegible] surveyed on the ground during November, 1986 by Byrn & [illegible], Inc. of San Marcos, Texas

STATE OF TEXAS
DAVID C. WILLIAMSON
4190
REGISTERED
PUBLIC SURVEYOR

David C. Williamson, R.P.S. #4190

Client: Duwe Properties
Date: November 12, 1986
Survey: Kane, Barnett O. A-281
County. Hays, Texas
Job No.. 21760-86-24-d
FND59x7

Filed for Record in:
Hays County
On: Aug 20,2004 at 10:02A
Document Number: 04024095
Amount: 20.00
Receipt Number - 107965
By,
Olga Martinez, Deputy
Lee Carlisle, County Clerk
Hays County

Hello. I am Camille Phillips, PO Box 172, San Marcos. Thank you for reading this comment about ZC-20-10, The Barracks Townhomes.

I have attached 10 documents to support what I say. Please don't mention the documents aloud; everyone's eyes would glaze over. Y'all can read them later if you wish.

I want to bring up 4 issues.

Issue one: On Memorial Day weekend of 2015, I have been told, floodwaters came in to a residential facility for people with dementia. Unexpectedly neighbors arrived and helped evacuate these vulnerable citizens of San Marcos. None of them drowned.

I am concerned about Cypress Healthcare and Rehabilitation Center on Sadler Drive. A floodway for Cottonwood Creek is close to Cypress and close to the potential Barracks project.

An individual and a company connected to the 2015 floods are also connected to ZC-20-10.

In 2012 Mr. Ed Theriot of ETR Development Consulting, LLC represented the Woods apartment complex (also known as Woodlands) before P&Z and the city council; see attached document.

In 2015, the Woods apartment complex on River Road made the flooding worse, according to research performed later for the city of San Marcos.

The company connected to the 2015 floods is Doucet and Associates. See attached documents. Mr. Theriot is now employed by Doucet and Associates.

San Marcos ordinances require strict protection of floodways and flood plain.

The work of Mr. Theriot and of Doucet and Associates contributed to the flooding of San Marcos in 2015.

If this project passes, the city needs to monitor very, very carefully the impact this project could have on future floods.

Issue two: This project is east of IH 35, which is good. It is not near the aquifer, like one of Mr. Theriot's other projects, the Retreat.

Issue three: College enrollment has been dropping nationwide for several years because of lower birth rates starting about 20 years ago. Enrollment at Texas State has also been decreasing, although not by much. See attached documents.

The pandemic may also affect college enrollment.

Six new apartment complexes have opened in the last few months. More are being built.
We already have thousands of rent-by-the-bedroom bedrooms.

issue four: The Barracks Townhomes near Texas A&M resemble the Retreat here in town. The townhomes are individual structures built close together. The Barracks floorplans are like rent-by-the bedroom apartments here.

Their website does mention buying a Barracks townhome. It mostly mentions real estate investors buying a townhome.

I would be jumping up and down if I thought the Barracks Townhomes here would be owner-occupied. We need condos and other small properties that people could buy and live in. At this point, it is not clear what The Barracks Townhomes will be.

Thank you.

ZC - 12 - 11

City of San Marcos
ZONING CHANGE APPLICATION

	APPLICANT	PROPERTY OWNER	CONSULTANT
Name	Dovetail Development, LLC	See Attached List	ETR Dev. Con., LLC
Mailing Address	1550 Timothy Road, Ste 201		401 Dryden Lane
	Athens, Georgia 30606		Buda, Texas 78610
Daytime Phone	(706) 357-9102		(512) 618-2865
E-mail			ed@etrdevcon.com

PROPERTY DESCRIPTION:

Street Address: River Road @ Cape Road

Subdivision: N/A **Block:** N/A **Lot(s):** See Attached List

Other Description (if unplatted)

*** a metes and bounds description is required if property is a partial lot or is not platted**

Appraisal District Tax ID No.: See Attached List **Acres:** 5.64

Lien Holder(s) - for notification purposes:

Name:

Mailing Address:

(If more than one lien holder, please provide information on a separate page)

A certificate of no tax delinquency must be attached to this application

RECEIVED
SEP 11 2012
BY: A. Drake

ZONING CHANGE INFORMATION:

Zoning Designation: **Current:** FD **Requested:** MF-12

Master Plan Designation: VLDR **Land Use Map Amendment Required?** Yes

Present Use of Property: Vacant/Agricultural

Desired Use of Property/Reason for Change: Multifamily Residential

I certify that the information in this application is complete and accurate.

☐ *I am the property owner of record; or*

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

Signature: Ed Theriot **Date:** 9-12-12

Printed Name: Ed Theriot

11/09

APPLICATION FOR CITY OF SAN MARCOS ZONING CHANGE

FEE INFORMATION:

Fee Schedule:

From "M" to "SF-6" or "SF-4.5"	No Charge
To Residential (one and two family, townhouse)	$25 per acre ($100 min./$1,500 max. fee)
To "PDD" or "P"	$25 per acre ($100 min./$1,500 max. fee)
To Multi-family (all categories)	$100 per acre ($250 min./$1,500 max. fee)
To Commercial (all categories)	$100 per acre ($250 min./$1,500 max. fee)
To Industrial (all categories)	$100 per acre ($250 minimum fee)
Zoning variance	$150 per variance requested
Renotification fee	$75

APPLICATION PROCESS:

Please be advised that this is a 2-3 month process. The Planning and Zoning Commission will conduct a public hearing to consider your request. Prior to the hearing, the City will mail notices to all property owners within 200 feet of the subject tract, to the listed applicant and property owner, to any lien holders, and to the appropriate neighborhood representative. A sign advertising the change will also be placed on the property by the City.

At the public hearing the applicant, or a representative for the applicant, should be present to answer any questions the Commission may have. Failure to appear could result in your request being tabled or denied. Those in support of the request and those in opposition will be given an opportunity to speak. Following the close of the public hearing, the Planning and Zoning Commission will make a recommendation to either approve or deny the request.

This recommendation is then forwarded to City Council for their action. A notice is published in the newspaper 15 days prior to their hearing. City Council will conduct a public hearing and either adopt an Ordinance to approve the change or deny the request. You will be notified by mail of the date of the City Council public hearing. If an ordinance is adopted, at least one further meeting is required to give Council an opportunity to reconsider the request. If there is no reconsideration, the process is complete. If there is reconsideration, a third reading of the ordinance would be required for approval.

To be completed by Staff:

Property is located in: ☐ Edwards Aquifer Recharge Zone ☐ Historic District ☐ River Corridor

Concurrent Land Use Amendment is Required: ☐ Yes ☐ No

Meeting Date: _____ Deadline: _____ Accepted By: A. Brake Date: 9/11/12

AGREEMENT TO THE PLACEMENT OF ZONING NOTIFICATION SIGNS

The City of San Marcos Land Development Code provides that notification signs shall be placed on any property that is the subject of a zoning change, zoning variance, or conditional use permit. The signs shall be placed on the property by the Development Services-Planning staff prior to the 10th day before the scheduled public hearing based on the following criteria:

- Signs shall be placed on each street for property having multiple street frontages
- Signs shall be placed in a visible, unobstructed location near the front property line

Signs shall remain in place until final action is taken on the application, unless the case is formally withdrawn by the applicant prior to a final decision. Staff will remove the signs.

It is the responsibility of the applicant to periodically check the sign locations to verify that signs remain in place and have not been vandalized or removed. It is the responsibility of the applicant to immediately notify the Development Services-Planning Department 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.

I have read the above statement and agree to allow the placement of notification signs as required on the project covered by the attached request. The Development Services-Planning staff has my permission to place these signs on my property. I will notify City staff if the sign is damaged or removed.

Signature of Applicant

9-11-12
Date

FOR STAFF USE ONLY:

Sign (s) were placed by staff on _____ by _____.

Sign (s) were removed by staff on _____ by _____.

Petition for Zoning Change, Zoning Overlay, or Historic District Checklist

- ☐ A pre-application conference with staff is recommended;
- ☐ A completed application form, including a statement verifying land ownership and, if applicable, authorization of the land owner's agent to file the petition and required fees;
- ☐ Legal description of the site (metes and bounds or lot and block if platted)
- ☐ Certificate of no tax delinquency
- ☐ Subdivision Concept Plats or Site Plans as required (see Chapter 1 of the LDC)
- ☐ Additional information as required to clarify the request

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

Signed: _____ Date: 9-11-12

Print Name: Ed Theriot

☐ Engineer ☐ Surveyor ☐ Architect/Planner ☐ Owner ☒ Agent: _____

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		2014-15604	06/24/2014	1980 Aquarena Springs Dr	Installing 1 sign	Sign Crafters, Inc	$800.00
						3	**$15,288.00**
	Site Prep.	2013-12636	06/16/2014	289 Silver Peak Dr	Saddlebrook Mobile Home Park - Phase 3	DNT Construction	$4,788,279.00

Permitted Uses Detail

City of San Marcos

From: 06/01/2014 To: 06/30/2014

Commercial	**Site Prep.**	2013-13487	06/26/2014	650 Cape Rd / Woodlands	Cape's Camp-Multifamily development with public parkland.	AICP, Doucet & Associates, Inc.	$713,000.00
		2013-13956	06/05/2014	1225 Hwy 123	Pre-Kindergarten Facility-SMCISD-Additions and renovations	Joeris General Contractors	$11,000,000.00
		2014-14993	06/04/2014	124 Spring Rd	Sorority House-New	Thornbrugh Construction	$122,000.00
		2014-15109	06/12/2014	210/206 Thermon Drive	Phase1: New Warehouse Building #16 and Phase 2: Building #11 Remodel and Addition, with site improvements	Gallup Engineering	$1,200,000.00

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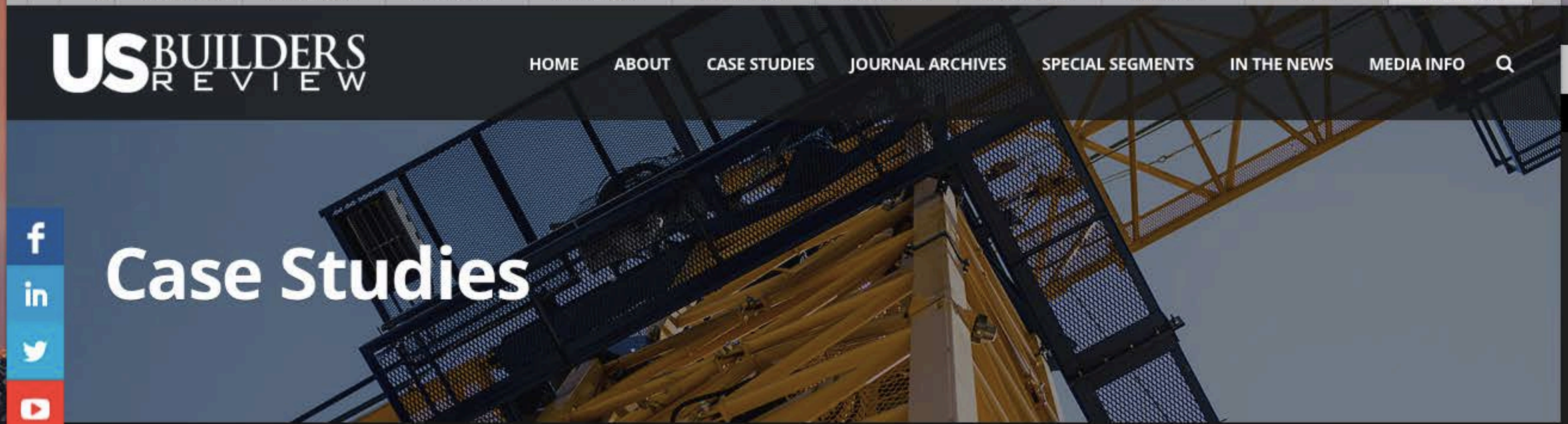

Case Studies

Doucet & Associates

A Texas firm putting civil engineering in the forefront for sustainable design

Written by: Jeanee Dudley | **Produced by:** Ryan Fecteau

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The common understanding of LEED-certified projects regards building design and orientation, lighting, utility consumption and other elements that typically fall under the bailiwick of an architect or mechanical/electrical/plumbing engineer. However, other technical disciplines have increasingly become integral team members for a sustainable project. Doucet & Associates (D&A), a Texas-based engineering firm, is attempting to bring civil engineering to the forefront with their expertise in low-impact design.

— MORE INFO —

CLICK HERE TO

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LATEST EDITION

1,000-lot subdivision just outside of Austin. Doucet and his colleagues have upheld the company's focus on sustainability through a number of features on-site. "The client took a big step toward sustainable design by dedicating a large portion as open space that will partly become a public park," he notes. "We were challenged with how to effectively control runoff without creating greater problems through disturbing the site. By incorporating best management practices, we designed a series of smaller drainage areas that were then cycled through rain gardens. By strategically placing these throughout the site, it became more aesthetically appealing and saved the client significant costs by avoiding larger concrete systems and provided better water control. Overall, our design allowed the subdivision to reduce pollution and storm runoff, all while saving the client money. That is a successful design in my opinion."

In San Marcos, Texas, the team was involved in another recent multifamily, residential project that posed significant design challenges. Traditional stormwater management measures would not work due to water quality standards already being set to protect the local river and the quantity of impervious cover was exceeded by the land plan provided by the client. D&A engineers' design incorporated permeable pavement for pedestrian surfaces, rain garden bio-filtration systems for water quality, vegetative filter strips at stormwater discharge points, additional vegetative strips along the streambank of the adjacent river and educational signage regarding unique environmental conditions. "This project is near the convergence of two rivers," Doucet explains. "The river closest to the site is home to several endangered species. With a multifamily site, it can be a challenge to prevent pollutants from the parking lots from getting into stormwater runoff. We used a proprietary bio-filter system that removed pollutants in order to protect the river and surrounding environment. This was also a successful case of working hand-in-hand with the local jurisdictional authorities to develop solutions that work for all stakeholders."

D&A is headquartered in Texas, though the company's Massachusetts office is also involved in low-impact design. In the Northeast, the firm completed the Olympia Oaks project, a neighborhood of 42 affordable, energy-efficient homes on a 13-acre site in Amherst, Massachusetts.

Strategic sustainability

As a member of the U.S. Green Building Council (USGBC), D&A has been involved with sustainability on the forefront

BBB ACCREDITED BUSINESS

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College Enrollment, Spring 2019: The Downward Slide Continues

Michael T. Nietzel Senior Contributor ⓘ
Education
I am a former university president who writes about higher education.

Times New Ro... 20

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EDUCATION

Fewer Students Are Going To College. Here's Why That Matters

December 16, 2019 · 5:00 AM ET

Heard on Morning Edition

ELISSA NADWORNY

MAX LARKIN

6-Minute Listen

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npr

Fewer Students Are Going To College. Here's Why That Matters • 6:43

Credit: Meredith Jensen for NPR

This fall, there were nearly 250,000 fewer students enrolled in college than a year ago, according to new numbers out Monday from the National Student Clearinghouse Research Center, which tracks college enrollment by student.

"That's a lot of students that we're losing," says Doug Shapiro, who leads the research center at the Clearinghouse.

And this year isn't the first time this has happened. Over the past eight years, college enrollment nationwide has fallen about 11%. Every sector — public state schools, community colleges, for-profits and private liberal arts schools — has felt the decline, though it has been especially painful for small private colleges, where, in some cases, institutions have been forced to close.

"We're in a crisis right now, and it's a complicated one," says Angel Pérez, who oversees enrollment at Trinity College, a small liberal arts school in Hartford, Conn.

Student Enrollment At U.S. Colleges Down 11% Since 2011

About 2.3 million fewer students enrolled in college this fall than in fall 2011.

KUT 90.5
On Air Now
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Why is this happening?

The biggest factor for the years of decline is the strong economy. The last time U.S. college enrollment went up was 2011, at the tail end of the recession. As the economy gets better, unemployment goes down — it's currently at 3.5 % — and more people leave college, or postpone it, and head to work.

When the recession hit a decade ago, the reverse happened: Many people, especially older adults, returned to college. That bump in college enrollment set records, and in some ways the current downturn is simply "colleges returning to more historic levels of enrollment," Shapiro says.

U.S. demographics are also shifting. The number of high school graduates is flat — and in some cases declining — because of lower birth rates about 20 years ago. Those numbers are also projected to decline, so the trend of fewer students coming from high school isn't going away anytime soon.

And finally, there's the cost of college. States are putting less money into higher education, and that's led to an increased reliance on tuition. As tuition goes up, and grants and scholarships don't keep pace, that's pushed the cost of college down to students and their families. Without state investment, institutions are strapped, and so are American families.

Article continues below

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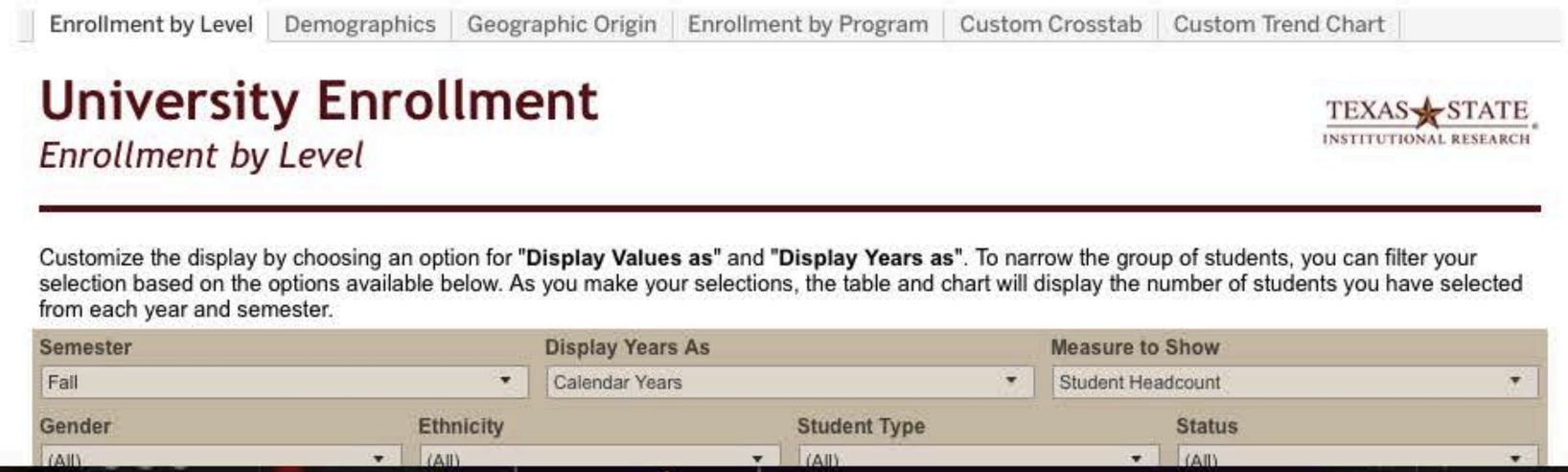
Student Enrollment by Level

This report details student enrollment over the past several years broken down by student level. The data displayed can be filtered by gender, race/ethnicity, major, and many additional variables by using the options provided.



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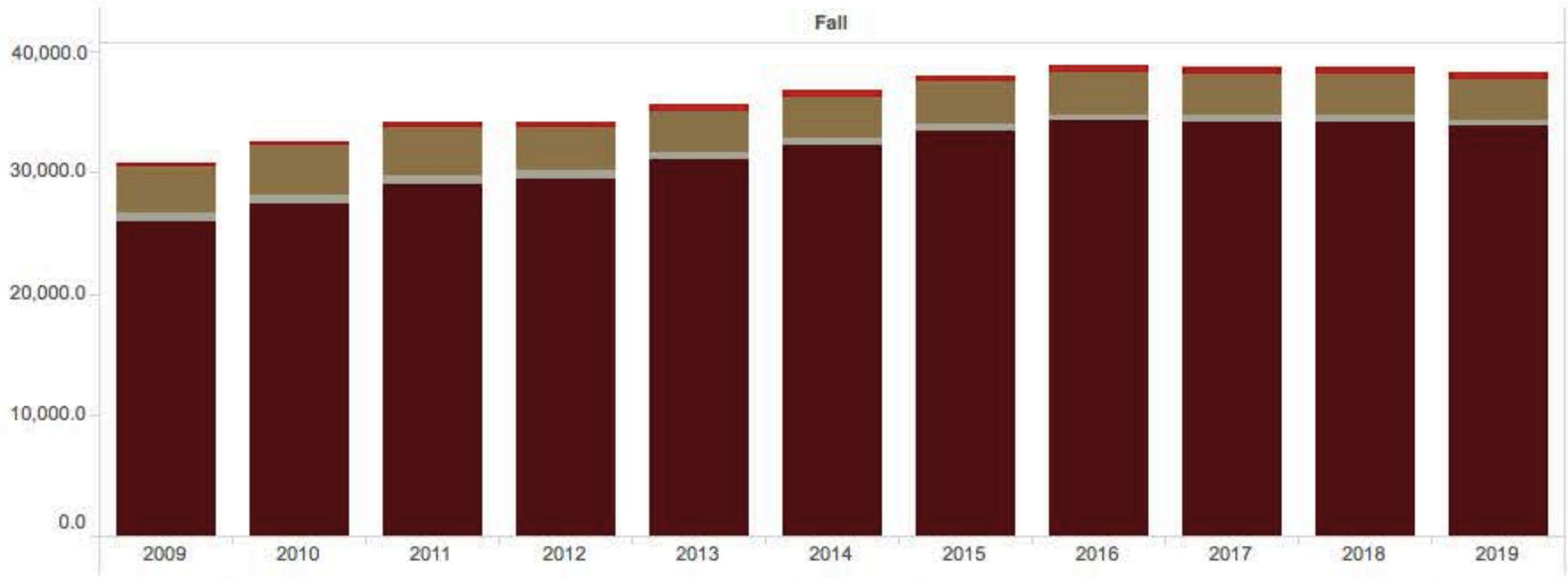


	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Grand Total	**30,803**	**32,572**	**34,087**	**34,225**	**35,546**	**36,739**	**37,979**	**38,808**	**38,666**	**38,644**	**38,187**
Undergraduate	26,001	27,448	28,959	29,458	31,005	32,177	33,480	34,244	34,180	34,187	33,917
Post-baccalaureate	606	720	815	678	590	599	571	563	549	501	451
Master's	3,850	4,016	3,909	3,645	3,505	3,500	3,460	3,515	3,446	3,445	3,309
Doctoral	346	388	404	444	446	463	468	486	491	511	510

Compiled by the Office of Institutional Research. Last Updated: 4/1/2020 9:41:30 PM

+ableau

Legislation Text

File #: Ord. 2020-59(b), **Version:** 1

AGENDA CAPTION:

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

Meeting date: September 1, 2020

Department: Planning & 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]

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:

A joint workshop between the Planning and Zoning Commission and City Council was held in June 2019. The purpose of the workshop was to allow City Council and the Planning and Zoning Commission the opportunity to review the proposed changes and provide staff direction on which requests should be reviewed and brought back with a recommendation. At that time, the Commission and Council identified items that they would like staff to analyze and bring back for further discussion and items that would not be considered as part of this annual update. For specific amendments, the Commission and Council also provided additional direction and items that should be considered in staff's analysis.

In November 2019 the Planning and Zoning Commission reviewed and provided a recommendation on proposed Phase 1 amendments which consisted of typos and technical errors, policy items that the joint committee directed be expedited at the June 2019 workshop, and amendments related to House Bills approved during the 2019 Legislative Session. These amendments were reviewed at the December 3rd City Council meeting and approved upon second reading at the December 17th City Council meeting.

At this time, staff is presenting Phase 2 amendments proposed by City Staff and several City Boards and Commissions. These amendments received initial approval from City Council on March 3, 2020. At their regular meeting on May 12, 2020, the Planning and Zoning Commission received a staff presentation and held a public hearing on Phase 2 amendments. At their regular meeting on June 9, 2020 they recommended approval of the amendments with some changes noted below.

In addition to the amendments to the Development Code, staff is recommending a related amendment to Section 14.041 of the San Marcos City Code to adopt Appendix Q of the International Residential Code. Appendix Q establishes certain building and safety standards for Tiny Houses where allowed under the Development Code.

Council Committee, Board/Commission Action:

At their regular meeting on June 9, 2020 the Planning and Zoning Commission recommended approval with the following amendments:

- *Item #1:* Require an informational meeting with Planning & Zoning Commission for Watershed Protection Plans that are 40 acres or more.
- *Item #2:* Provide standards for exemption including lot size and impervious cover limits, and do not allow exemption for series of 4 lots or less plat submittals with the intention of creating a development more than 4 lots.
- *Item #4:* Provide standards for exemption including lot size and impervious cover limits.
- *Item #13:* Clarify applicability and remove specific single-family specific regulation.
- *Item #15:* Denial of 6:1 for infill development

At their regular meeting on August 18. 2020 the City Council voted to approve the text amendments to the San Marcos Development Code, including amendments to Items 1, 2, 4, 13, and 15 recommended by the Planning and Zoning Commission and also including the following amendments as discussed during the Council Work Session held on that same day:

- *Item #26:* Denial of the amendment to add occupancy restrictions to Character District 3 (CD-3).
- *Item #32 (staff proposal #7):* Denial of part seven. Do not require additional meetings for Neighborhood Density District requests in Existing Neighborhoods.
- *Item #32:* Add the provided table, and required associated text, to provide clarity for Character District zoning change requests in Low Intensity Areas on the Preferred Scenario map.
- *Item #35:* Denial of adding Conditional Use Permit requirements for Accessory Dwelling Units.
- *Item #37:* Denial of the amendment to allow an exemption for parking for small multifamily in CD-5D, but keeping the conditional use permit process for properties with up to 5 units.

Alternatives:

Section 2.4.1.3 of the San Marcos Development Code requires the City Council to approve, approve as revised, deny, or send the proposed text amendments back to an advisory body or the Responsible Official for additional consideration.

Recommendation:

Staff recommended ***approval*** of the proposed Land Development Code text amendments and the adoption of Appendix Q of the International Residential Code as presented.

Phase 2 Code Amendments

Presentation for Second Reading

Consider approval of Ordinance 2020-59, on the second of two readings, amending various sections of the San Marcos Development Code, to, among other things, address recommendations from the Alcohol Conditional Use Permit Committee, the Housing Task Force, the Historic Preservation Commission, and recommendations from City staff concerning application processing and requirements, block perimeter standards, Certificate of Appropriateness appeals, Concept Plat applicability, right-of-way dimensional standards, building type definitions, Neighborhood Density District zoning regulations, Character District zoning regulations, a new Special Events Facility use, multifamily parking standards, accessory dwelling units, neighborhood transitions, durable building materials, detention and water quality requirements for plats of four residential lots or less, detention requirements outside the Urban Stormwater Management District, delineation of water quality and buffer zones, channel design for water quality zone reclamation, sensitive geologic feature protection zones, geological assessment waivers, and Qualified Watershed Protection Plan applicability, and adoption of Appendix Q of the International Residential Code.

Code Amendment History

- March – May, 2019 – Public Solicitation for Amendments
- June, 2019 – City Council / Planning and Zoning Commission Joint Workshop

- December, 2019 – Phase 1 approved by City Council

- March 3, 2020 – Phase 2 initial authorization from City Council
- May 12, 2020 – Phase 2 Public Hearing at Planning & Zoning Commission
  (postponed from March 28, 2020 due to COVID-19)
- June 9, 2020 – Phase 2 Recommendation from Planning and Zoning Commission
- August 18, 2020 – Phase 2 Work Session Presentation & Discussion
- August 18, 2020 – Phase 2 Public Hearing and Action
- September 1, 2020 – Phase 2 Ordinance Reconsideration

#1 & #9 Expand Administrative Approval Ability

For Qualified Watershed Protection Plans

What is a Qualified Watershed Protection Plan (QWPP)?

- QWPP's are required for developments that
  - Reclaim floodplain, water quality, and/or buffer zones
  - Request to increase impervious cover requiring mitigation
  - Development of 20 acres or more of land within the floodplain
- QWPP's must comply with environmental chapter and Flood Damage Prevention Ordinance and include mitigation measures.
- P&Z approves QWPP's

Reason for Change:

- Criteria for approval is a technical assessment that allows limited discretionary direction by P&Z. Need for additional P&Z approval has been questioned.

#1 & #9 Expand Administrative Approval Ability

For Qualified Watershed Protection Plans

Proposed Revision: Previous mitigation measures as part of QWPP are now required in code.

- Reclamation must be accomplished in a way that preserves the natural function and aesthetic of original waterway.
- TSS removal requirement for increase in impervious cover or water quality and buffer zone reclamation.
- QWPP's come before P&Z when mitigation proposed varies from code requirements.

Planning & Zoning Commission Recommendation:

- Add an information meeting when the property is greater than 40 acres.

#2 & #4 Fee-in-Lieu of Detention & Exemption to Water Quality Treatment Requirement

For Platting 4 or Less Lots in Single Family Residential Zoning Districts

Reason for Change: Reduce cost of single family home development meeting minor plat requirements.

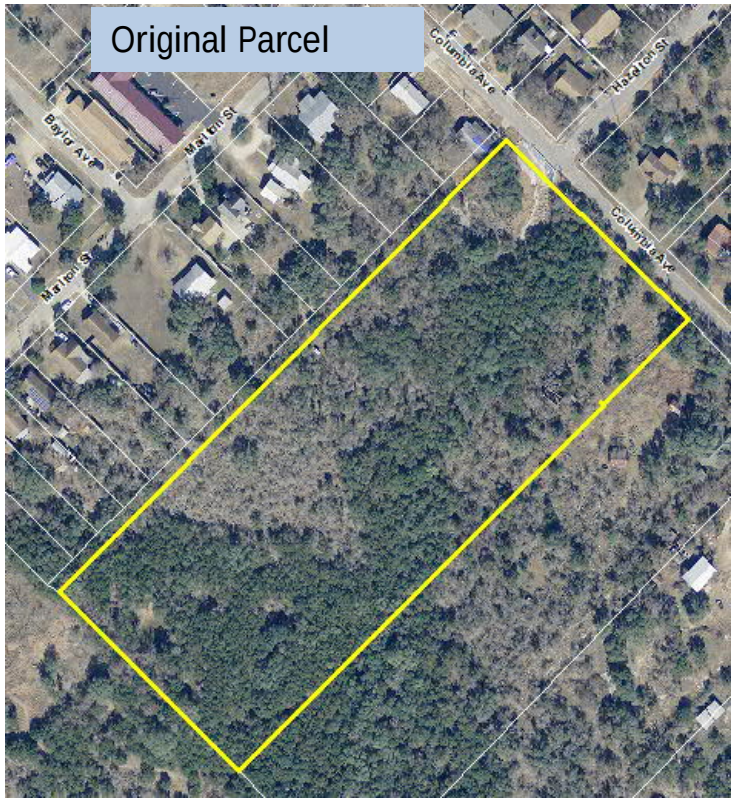
Proposed Revision: Required to pay fee-in lieu of detention and incorporate disconnected impervious cover and vegetated filter strips (TCEQ approved stormwater treatment method). Must show no impacts downstream.

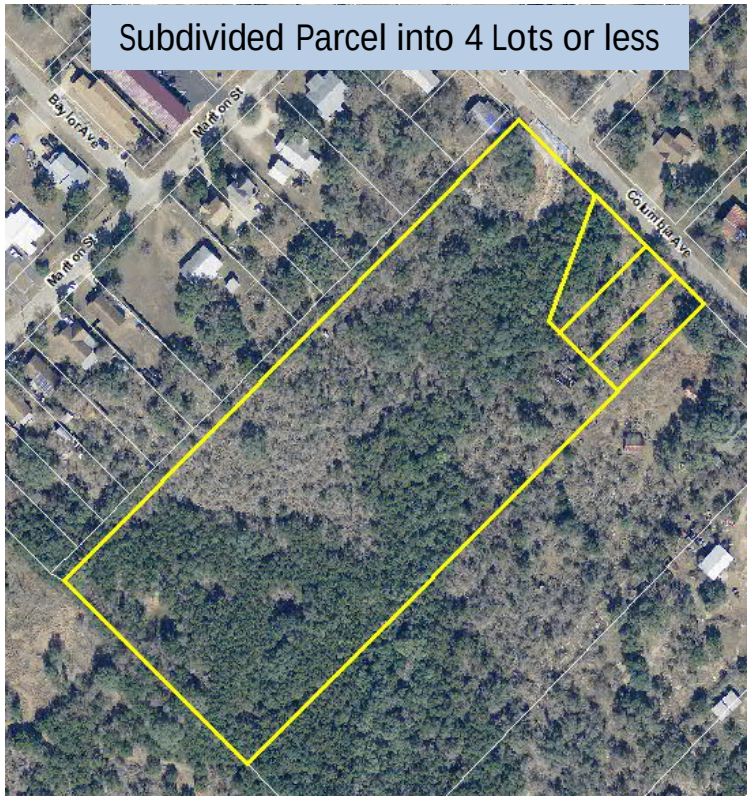
Planning & Zoning Commission Recommendation:

- Remove Single-Family and reword to include standards:
  - Lots subdivided from the parent parcel do not exceed .5 acres;
  - Restricted by zoning or deed to 65% IC or less; and
  - Not allowed for the submittal of a series of plats of 4 lots or less with the intention of producing a tract that is greater than 4 lots

#2 & #4 Fee-in-Lieu of Detention & Exemption to Water Quality Treatment Requirement

For Platting 4 or Less Lots in Single Family Residential Zoning Districts



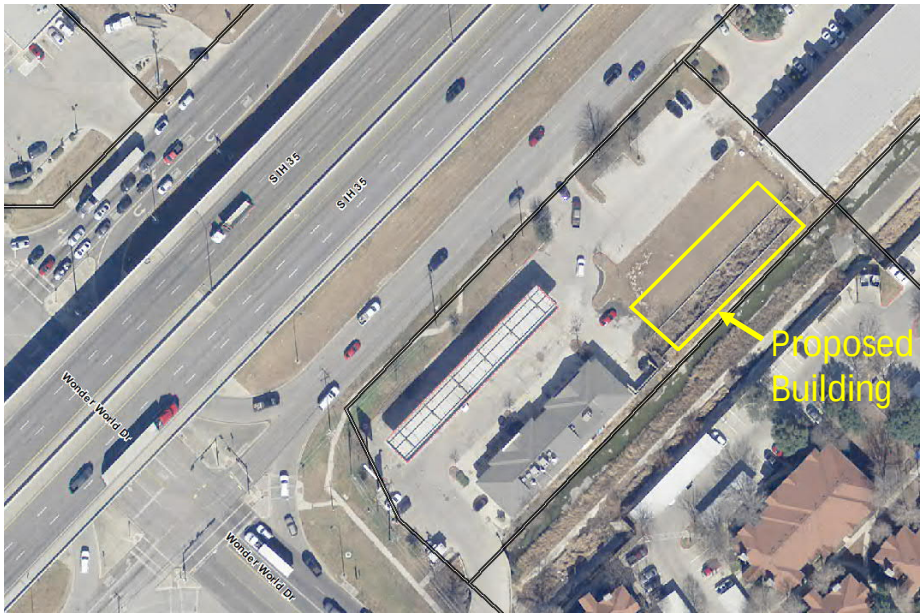


#3 Fee-in-Lieu of Detention and Water Quality

For Significantly Constrained Sites Outside Urban Stormwater Management District

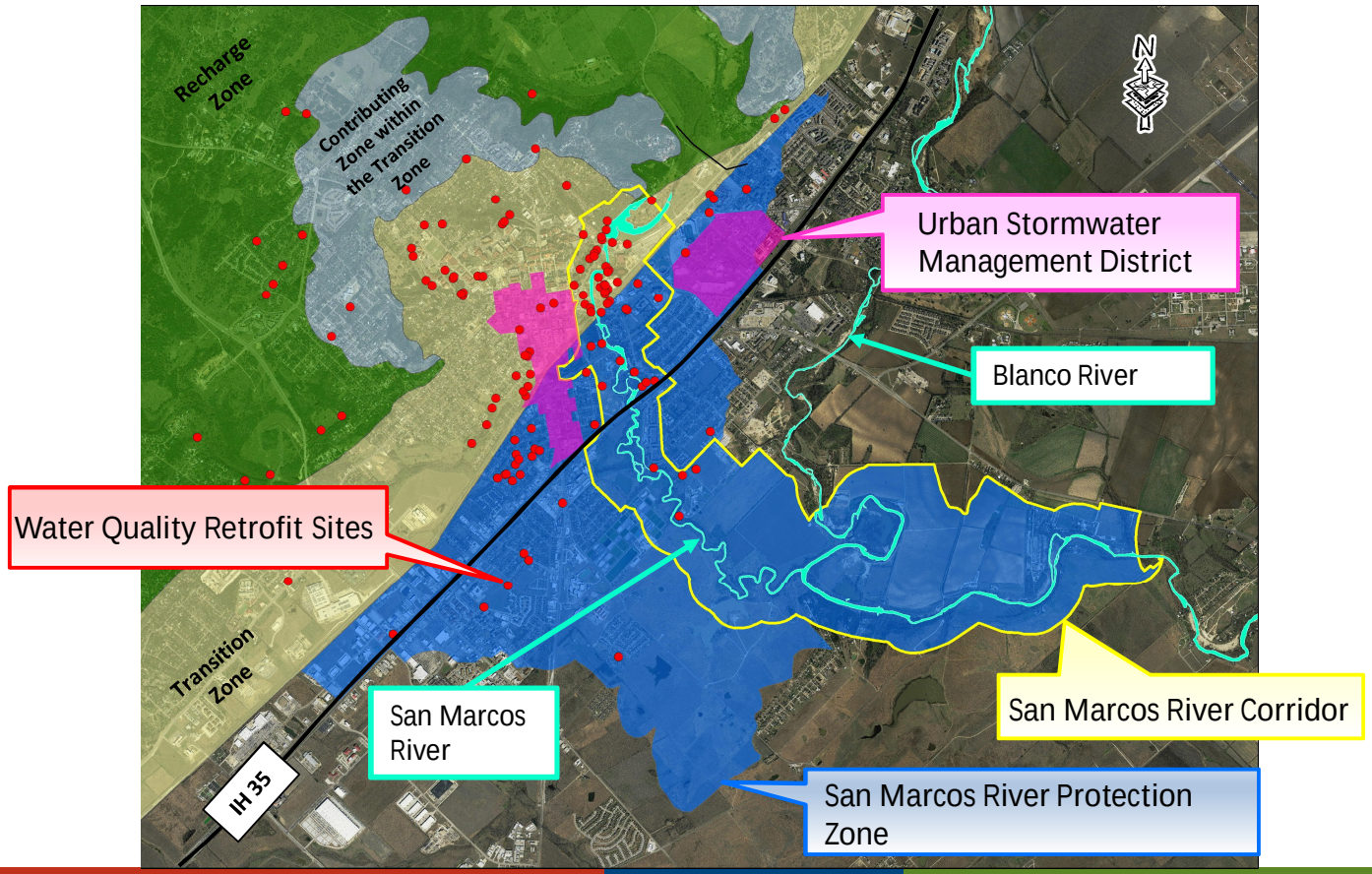
Reason for Change: Provide flexibility for sites that have extreme difficulty meeting detention and water quality requirements on-site.

Proposed Revision: Provide Fee-In-Lieu option. Must show no impacts downstream.



Fee-in-Lieu of Detention/Water Quality

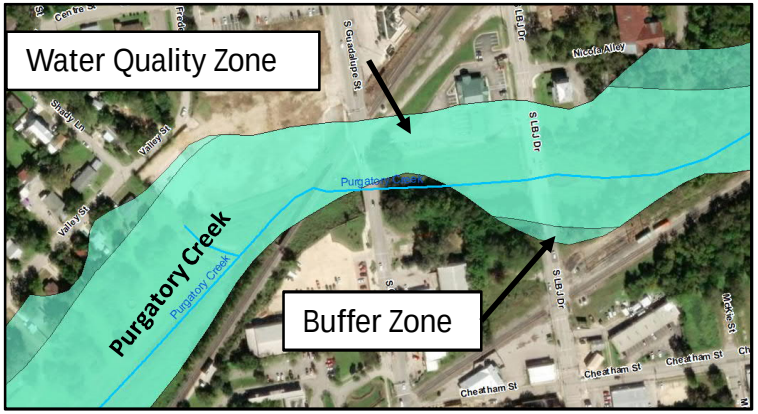
Water Quality Retrofit Sites



#5 Clarify Delineation of Water Quality and Buffer Zones

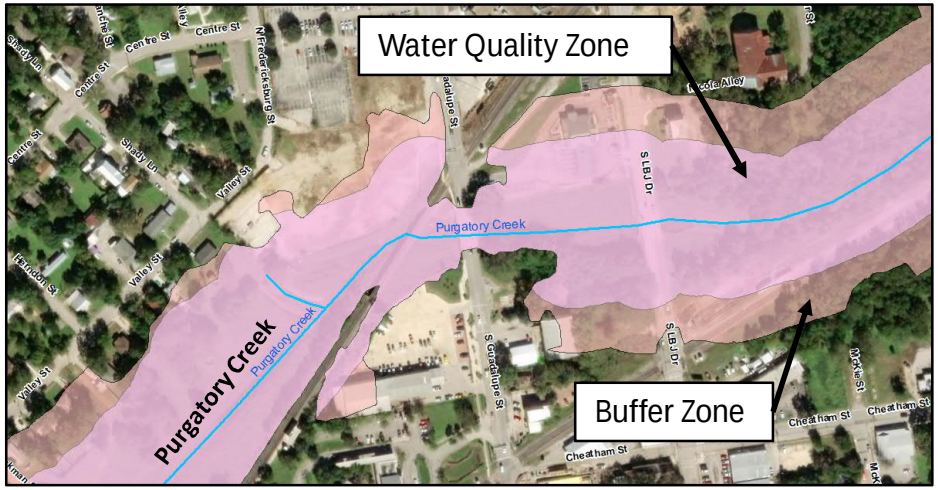
Reason for Change: Current measurement based on floodway which is no longer valid with new FEMA maps.

Proposed Revision: Limits based on natural geometry of waterway.



Previous

Proposed

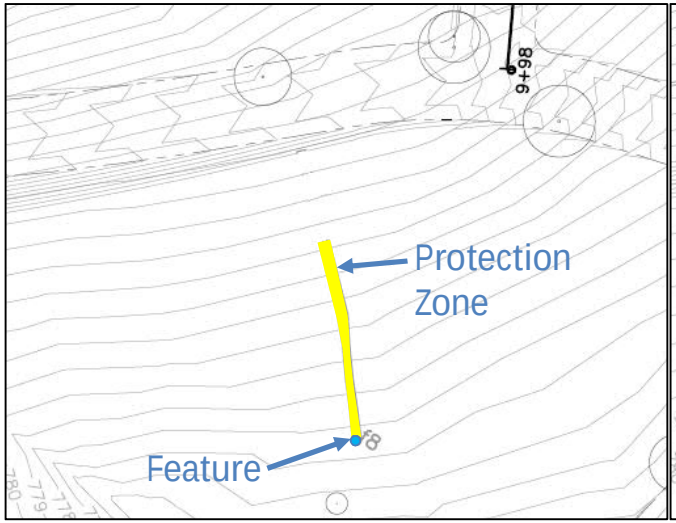


#6 Increase Sensitive Feature Protection Zone

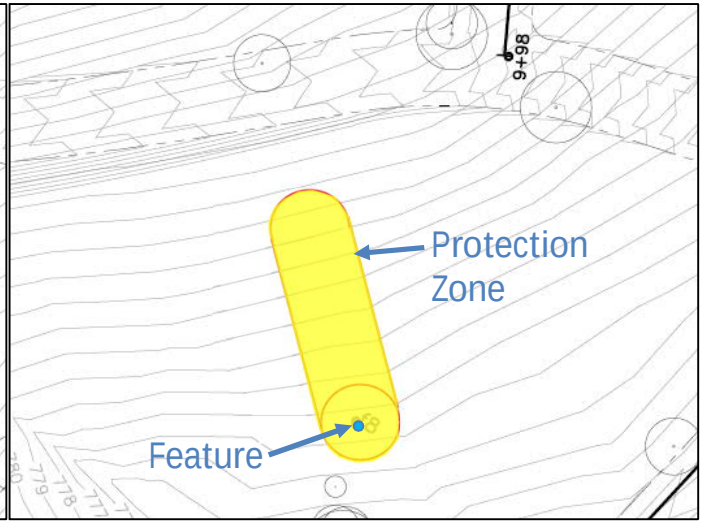
Reason for Change: Code language results in very narrow protection zones on hill sides.

Proposed Revision: Widens protection zone

Existing Code



Proposed Code Revision

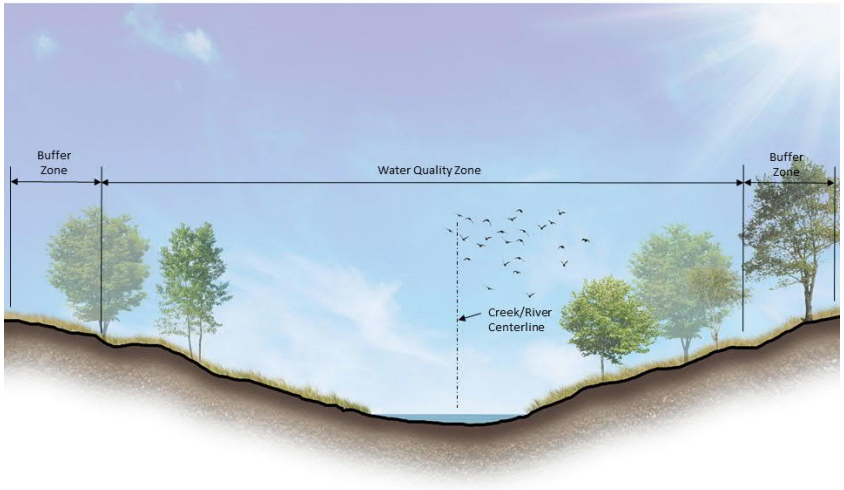


#7

Incorporate Natural Channel Design for Water Quality Reclamations

Reason for Change: Waterways outside Edwards Aquifer Recharge Zone can be channelized and rerouted to accommodate site development.

Proposed Revision: Reclamation must be accomplished in a way that preserves the natural function and aesthetic of original waterway.



Creek/River Cross Section

#8

Waiver of Geologic Assessment
Within Transition Zone

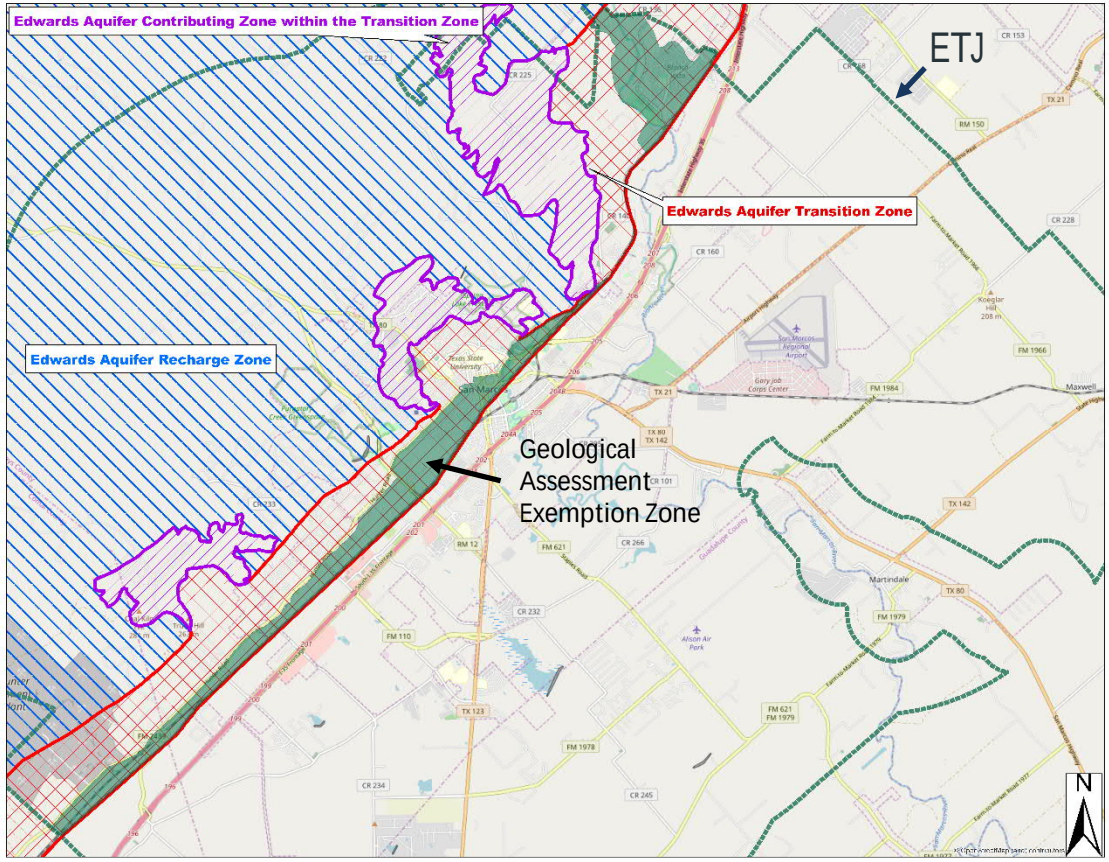
Reason for Change:

- Geologic Assessments (GA's) in the Transition Zone was a new requirement added in the 2018 code update.
- Some areas within Transition Zone have very low likelihood of having geologic features (Houston Black Clay areas near eastern edge of Transition Zone).

Proposed Revision:

- Not require GA's in proposed Exemption Area (approximately 36% of Transition Zone) developed through collaboration with registered geologist.
- Code still requires investigation of geologic features discovered during construction in GA Exempted Area and allows for protection if determined to be sensitive.

#8 Waiver of Geologic Assessment
Within Transition Zone



Alcohol Conditional Use Permit Committee Recommendation

#10 Expire alcohol conditional use permits after three years

Section 2.8.3.5 Duration; Expiration; Suspension; Violation; Revocation

A. Duration.

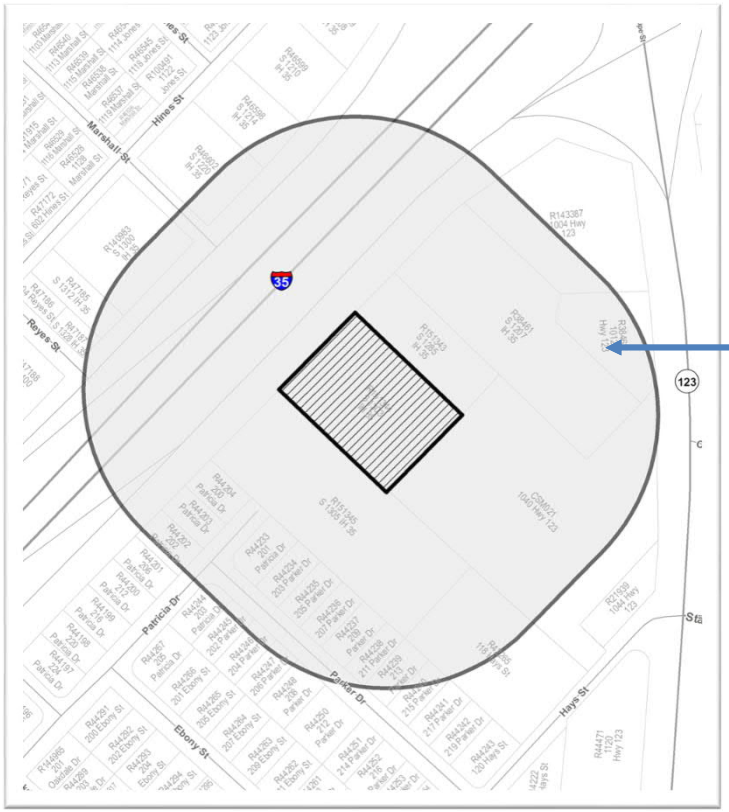
1. A conditional use permit shall remain in effect until it expires, is suspended, or is revoked in accordance with Section 2.3.7.5A(1 - 4) as supplemented by Section 2.8.3.5.

2.Conditional Use Permits granted for on-premises consumption of alcoholic beverages ~~, unless otherwise specified by the Planning and Zoning Commission,~~ shall remain in effect for ~~the duration of the State TABC (Texas Alcoholic Beverage Commission) license or permit~~ no longer than three years, or until the license or permit is canceled, revoked, or allowed to expire, or until one of the following conditions occurs, after which the dispensing of alcoholic beverages for on-premises consumption requires issuance of a new Conditional Use Permit:

Alcohol Conditional Use Permit Committee Recommendation

#11

Limit appeal of denial to the applicant only



-Any property owner or tenant within notification area can appeal an approval

-Only the applicant can appeal a denial

-Individuals cannot demand a use in their neighborhood if the applicant is not interested in pursuing

Alcohol Conditional Use Permit Committee Recommendation

#12 Require permit holders keep site in a clean & sanitary condition

Within the Central Business Area

Maintenance of sidewalk, gutters, parking lot, and all areas within 50 feet of exits

Outside the Central Business Area

Maintenance of sidewalk, gutters, parking lot, and all areas within 100 feet of exits

Alcohol Conditional Use Permit Committee Recommendation

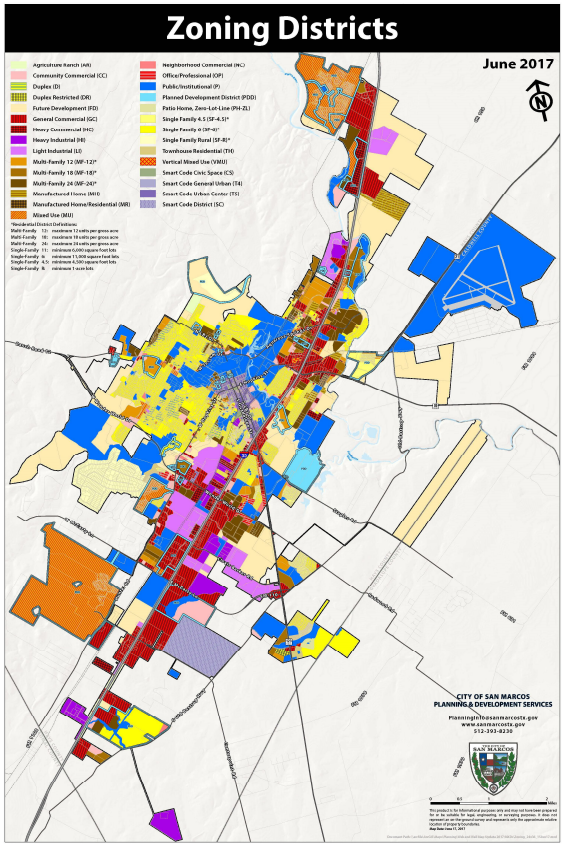
#13 Update noise ordinance

Proposed Revision Summary:

- Noise level maximums now apply to any noise
- Noise in excess of the allowed max decibels does not have to continue for a period exceeding one minute
- Changed hours max decibels are allowed to 10 am-10 pm and 10 pm-10 am
- Clarified noise measurement protocols
- Provides specific exemptions

Housing Task Force Recommendation

#14 Add Strategic Housing Action Plan as zoning criteria



Alternate Staff Recommendation:

- Whether the proposed zoning map amendment implements the policies of any applicable plan adopted by City Council;

Housing Task Force Recommendation

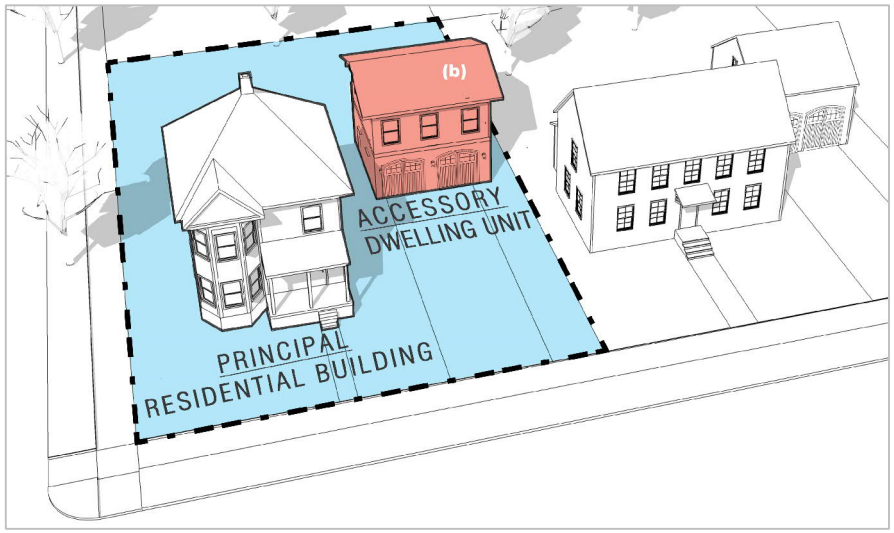
#15 Exempt small lot and infill development from the maximum lot width to depth requirement

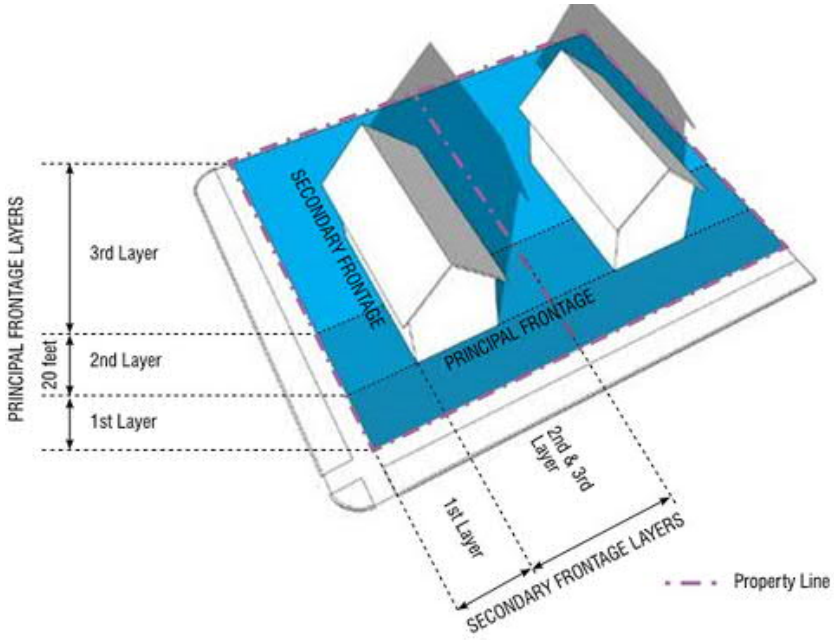
Amendment #15 was removed by City Council on First Reading

Housing Task Force Recommendation

#16

Allow Accessory Dwelling Unit parking in the second layer





Housing Task Force Recommendation

#17 Incorporate Tiny Homes into the Development Code

1. Modify definition of RV to include tiny homes,
2. Modify definition of manufactured home parks to include tiny homes, and
3. Adopt Appendix Q (International Residential Code)

Housing Task Force Recommendation

#17.1

Modify definition of RV to include tiny homes

Tiny Home on wheels

- Based on building code,
  Tiny Home = Travel Trailers/RVs
- Currently allowed in the same locations with the same standards as travel trailers and RVs
- For “short term stays”

Staff Recommendation:

- No Change

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Housing Task Force Recommendation

#17.2

Modify definition of manufactured home parks to include tiny homes

Tiny homes on foundations

- Based on building code, Tiny Home = Single Family
- Currently allowed in residential zoning districts as long as standards are met.

Staff Recommendation:

- Update Use Table to indicate that Tiny Homes are Permitted or Limited in the same areas as Single Family Detached

Tiny Home Villages

- Multiple Units on a Single Lot – Currently allowed in Multifamily and Mobile Home Park (MHP)

Staff Recommendation:

- Define "Tiny Home"
- Add "Tiny Home Village" to MHP Zoning District

Housing Task Force Recommendation

#17.2

Modify definition of manufactured home parks to include tiny homes

Types of Land Use	Conventional Residential				Neighborhood Density Districts					Character districts						Special Districts					Use Standards
	FD	SF-R	SF-6	SF-4.5	ND-3	ND-3.2	ND-3.5	ND-4	N-CM	CD-1	CD-2	CD-3	CD-4	CD-5	CD-5D	HC	LI	HI	MH	EC	
Single Family Detached / Tiny Home	P	L	L	L	L	L	L	L	--	--	P	P	P	--	--	--	--	--	--	--	Section 5.1.4.1
Mobile Home Community / Manufactured Home Park / Tiny Home Village	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	Section 5.1.4.1

Housing Task Force Recommendation

#17.3 Adopt Appendix Q of the International Residential Code

#18 Make pre-development meetings mandatory unless waived by Responsible Official

Section 2.3.1.1 Application Processing

E. Pre-Development Meeting. An applicant is ~~encouraged~~ required to request a pre-development meeting with the Responsible Official prior to filing an application. The Responsible Official shall have the authority to waive the pre-development meeting, if such application does not warrant a meeting, or if alternative measures have been taken to address concerns and/or questions that may arise out of the application. No application shall be accepted for filing at a pre-development meeting. A pre-development meeting ~~is voluntary, and thus~~ does not trigger any grandfathering rights or commence a review period.

#19 Remove initial authorization for text amendments directed by City Council

Section 2.4.1.2 Application Requirements

A. An application for a text amendment to the Development Code shall be submitted in accordance with the universal application procedures in Section 2.3.1.1.

B. An application for a text amendment requires initial authorization by the City Council.

C. Text amendments initiated, requested, or directed by City Council do not require initial authorization.

~~C~~D. The City Council shall consider the initial authorization of a text amendment and may reject the petition or direct further consideration of the application for text amendment in accordance with Section 2.4.1.3.

#20 Allow recommendation and approval of less intense zoning classification

The Planning and Zoning Commission may recommend approval or denial of the application for a zoning map amendment or, subject to the consent of the owner, such other less intense zoning district classification

The City Council should consider the criteria in Section 2.5.1.4 and may vote to approve or deny the specific proposed zoning map amendment or, subject to the consent of the owner, such other less intense zoning district classification.

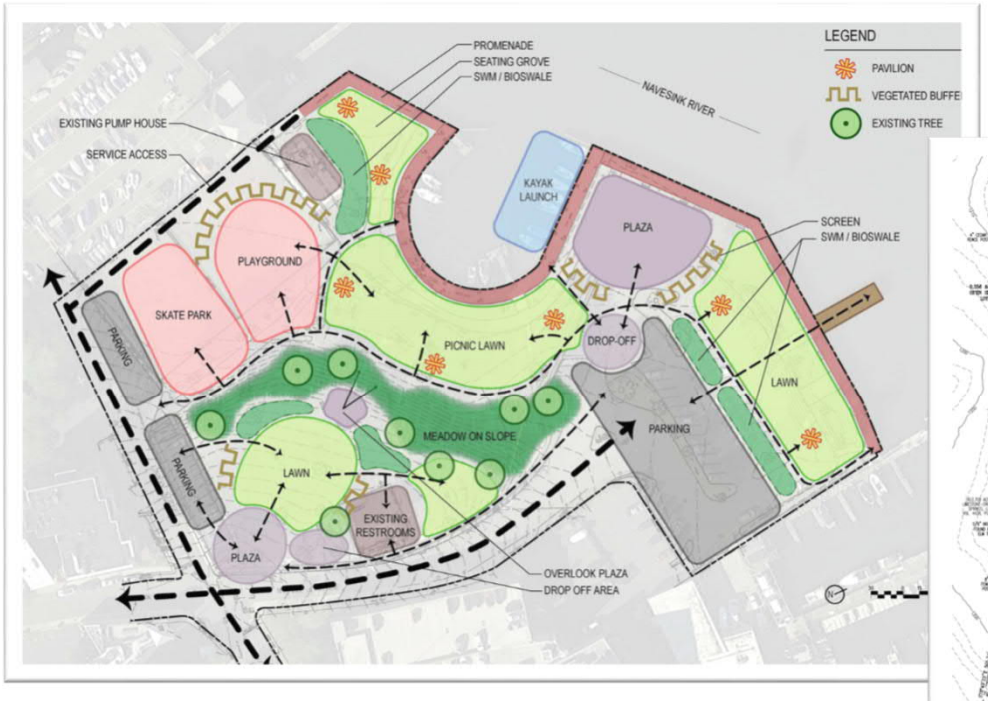
#21

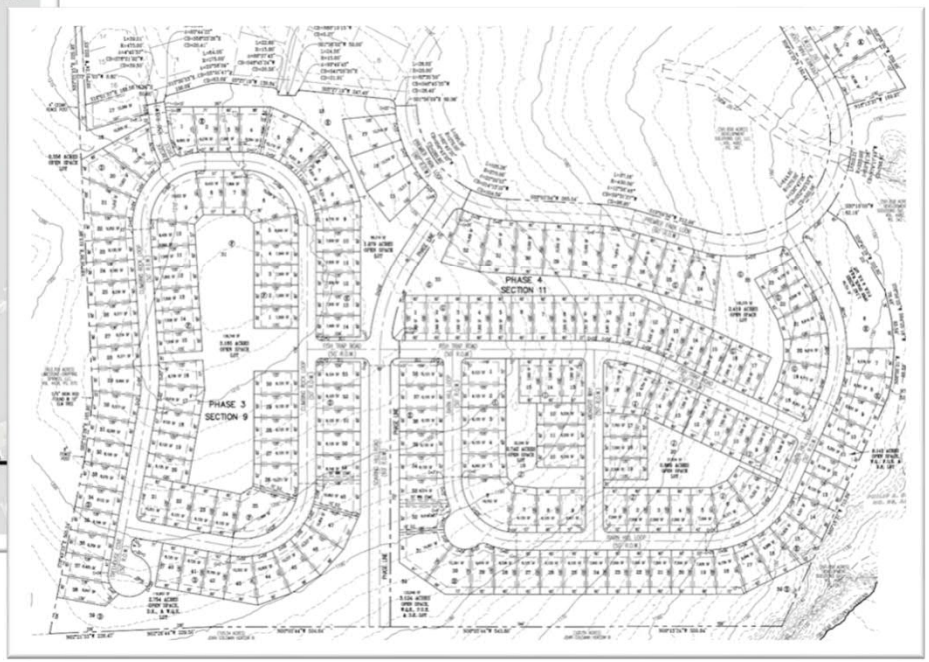
Make City Council the appellate body for Certificates of Appropriateness on City owned property

Section 2.5.5.5 Appeals

A. General Procedure. An applicant or other interested person within the four-hundred foot (400') personal notification area may appeal a final decision of the Historic Preservation Commission on an application for a certificate of appropriateness to the Zoning Board of Adjustments within ten days of the Historic Preservation Commission's action on the application, except for appeals pertaining to property owned by the City of San Marcos. Appeals pertaining to property owned by the City of San Marcos shall be made to the City Council within ten days of the Historic Preservation Commission's action on the application.

#22 Exempt applicant from concept plat if they are prepared to submit a preliminary plat





#23 Increase block perimeter in the ETJ

Section 3.6.2.1. Block Perimeter

Block Perimeters		
Zoning District	Block Perimeter (max)	Dead-End Street (Max)
FD, CD-1, CD-2	N/A	500 Ft.
SF-6, ND-3, SF-R, SF-4.5	3,000 Ft.	300 Ft.
ND-3.5, ND-4, CD-3	2,800 Ft.	250 Ft.
CD-4	2,400 Ft.	200 Ft.
CD-5, CD-5D	2000 Ft.	Not Allowed
EC, HC, HI, LI, ETJ	5,000 Ft.	400 Ft.
Legacy Districts ~~and ETJ~~	3,000 Ft.	300 Ft.

#24 Provide alternative block perimeter standards for HI zoned lots

Section 3.6.2.1 Block Perimeter

C. Block Measurement

A larger block perimeter may be permitted for HI zoned lots with a building that exceed 200,000 square feet. The block perimeter shall not exceed the lot area required to meet parking and landscaping provisions for the individual structure

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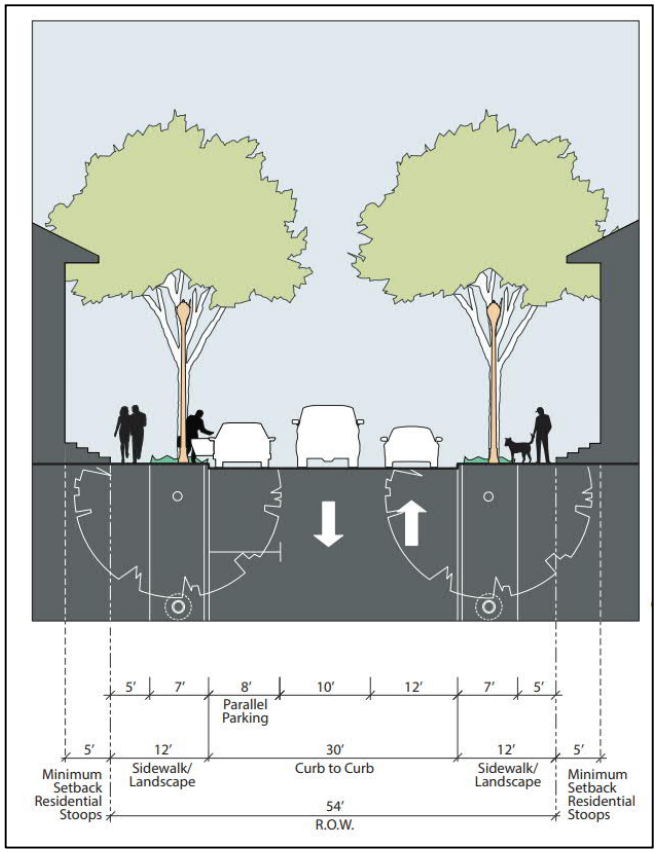
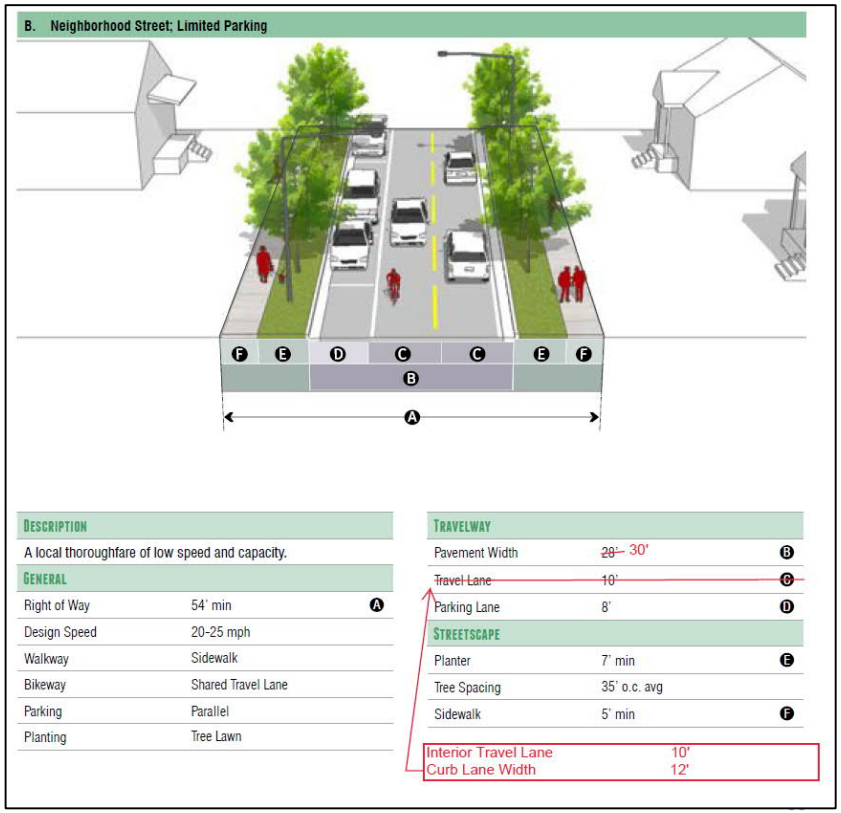
#25

Align standards in Development Code to Transportation Master Plan





B. Neighborhood Street; Limited Parking

Description		
A local thoroughfare of low speed and capacity.		
General		
Right of Way	54' min	A
Design Speed	20-25 mph	
Walkway	Sidewalk	
Bikeway	Shared Travel Lane	
Parking	Parallel	
Planting	Tree Lawn	

Travelway		
Pavement Width	~~28'~~ 30'	B
~~Travel Lane~~	~~10'~~	~~C~~
Parking Lane	8'	D
Streetscape		
Planter	7' min	E
Tree Spacing	35' o.c. avg	
Sidewalk	5' min	F

Interior Travel Lane	10'
Curb Lane Width	12'

#26

Amend Character Districts
to allow single family with occupancy restrictions

Amendment #26 was removed by City Council on First Reading

#27 Provide better definition for “house” and “cottage”

Section 4.4.1.3 Single Family-6

LOT

BUILDING TYPE	LOT AREA	LOT WIDTH
House	6,000 sq. ft. min.	50 ft min.
~~Cottage~~	~~6,000 sq. ft. min.~~	~~50 ft min.~~
Civic	6,000 sq. ft. min.	50 ft. min.

Staff Recommendation:

- Remove Cottage definition, Keep House
- Maintain entitlements with lot minimums

Section 4.4.3.3 Character District-3

LOT

BUILDING TYPE	LOT AREA	LOT WIDTH
~~House~~	~~5,000 sq. ft. min.~~	~~50 ft. min.~~
~~Cottage~~ House	4,000 sq. ft. min.	40 ft. min.
Cottage Court	1,200 sq. ft. min.	20 ft. min.
Duplex	4,000 sq. ft. min.	40 ft. min.
Zero Lot Line House	3,500 sq. ft. min.	30 ft. min.
Civic Building	5,000 sq. ft. min.	50 ft. min.

#28 Add Sustainability Purpose Statement per approved HPC-2019-03RR

Before implementing any energy conservation measures to enhance the sustainability of a historic building, the existing energy-efficient characteristics of the building should be assessed. The key to a successful rehabilitation project is to identify and understand any lost original and existing energy-efficient aspects of the historic building, as well as to identify and understand its character-defining features to ensure they are preserved. The most sustainable building may be one that already exists. Thus, good preservation practice is often synonymous with sustainability. There are numerous treatments—traditional as well as new technological innovations—that may be used to upgrade a historic building to help it operate even more efficiently. Whether a historic building is rehabilitated for a new or a continuing use, it is important to utilize the building's inherently-sustainable qualities as they were intended. It is equally important that they function effectively together with any new measures undertaken to further improve energy efficiency. The following guidelines offer specific guidance on how to make historic buildings more sustainable in a manner that will preserve their historic character.

#29 Add new “Special Events Facility” Use

- Allow as a conditional use in FD, SF-R, N-CM, CD-2, and GC districts
- Site plan and floor plan required at time of CUP
- Minimum parcel size of 5 acres
- Type D transitional protective yard required on perimeter of property
- Parking lot screening along right-of-way required
- Permit holder cannot hold a TABC license
- Must comply with noise ordinance
- Single-family preservation buffer required

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#30

Create a new Neighborhood Density District to allow moderate increase in density

	Neighborhood Density District 3 (ND-3)	Neighborhood Density District 3.2 (ND-3.2)	Neighborhood Density District 3.5 (ND-3.5)
Density (units per acre)	10 max.	12 max.	16 max.
Impervious Cover	60% max.	65% max.	75% max.
Occupancy Restrictions	Apply	Apply	Apply
Building Types Permitted	House, Zero Lot Line, ADU	House Zero Lot Line, ADU	House, Zero Lot Line, Cottage Court, Duplex, Townhouse, Small MF
Height Max.	2 Stories (35 ft.)	2 Stories (35 ft.)	2 Stories (35 ft.)

#31

Increase Votes Required for Comprehensive Plan Amendment (PSA)

Approval process will be updated to mirror language for zoning changes in Existing Neighborhoods:

B. Planning and Zoning Commission Action.

3. A recommendation for approval from the Planning and Zoning Commission requires an affirmative vote of six (6) members...

C. City Council Action.

4. The approval of a Comprehensive Plan amendment requires an affirmative vote of five (5) members...

#32 Amend Table 4.1 to provide clarity

- Clearly note where a Preferred Scenario Amendment is required
- Corridors exist on the preferred scenario map, but have not been fully vetted for appropriate zoning change requests – remove Corridor and consider during comprehensive plan update

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	PSA	PSA	~~—~~
Neighborhood Density Districts	NP	NP	See Section 4.1.2.4 - 4.1.2.5	NP	NP	~~C~~
Character Districts	NP	C	PSA	C	NP	~~C~~
Special Districts	PSA	NP	NP	NP	C	~~C~~
Legend	PSA = ~~Not Allowed~~ (PSA Required)		NP=Not Preferred		C = Consider	

#32

Require PSA for increase in density
Alternate Recommendation from Staff

- A request for an increase in density which requires a Preferred Scenario Amendment may not be appropriate if only a moderate increase is being requested.

	Open Space/ Agricultural	Low Intensity	Existing Neighborhood	Medium or High Intensity Zone	Employment Center	~~Corridor~~
Conventional Residential	NP	NP	C	PSA	PSA	
Neighborhood Density Districts	NP	NP	See Section 4.1.2.4 - 4.1.2.5	NP	NP	~~C~~
Character Districts	NP	C	PSA	C	NP	~~C~~
Special Districts	PSA	NP	NP	NP	C	~~C~~
Legend	PSA = ~~Not Allowed~~ (PSA Required)		NP=Not Preferred		C = Consider	

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#32

Require PSA for increase in density
Alternate Recommendation from Staff

- A request to change from Existing Neighborhood to Low or Medium / High Intensity would be accompanied by a request for Character Districts, which are currently not permitted in Existing Neighborhoods.

	Open Space/ Agricultural	Low Intensity	Existing Neighborhood	Medium or High Intensity Zone	Employment Center	~~Corridor~~
Conventional Residential	NP	NP	C	PSA	PSA	~~—~~
Neighborhood Density Districts	NP	NP	See Section 4.1.2.4 - 4.1.2.5	NP	NP	~~C~~
Character Districts	NP	C	PSA	C	NP	~~C~~
Special Districts	PSA	NP	NP	NP	C	~~C~~
Legend	PSA = ~~Not Allowed~~ (PSA Required)		NP=Not Preferred		C = Consider	

#32

Require PSA for increase in density
Alternate Recommendation from Staff

- Staff Proposal #1: to remove the "NP" allowance and require a PSA for Special Districts which include Heavy Commercial and Industrial in Existing Neighborhoods, and

- A change to Section 4.1.2.4 – 4.1.2.5 instead.

	Open Space/ Agricultural	Low Intensity	Existing Neighborhood	Medium or High Intensity Zone	Employment Center	~~Corridor~~
Conventional Residential	NP	NP	C	PSA	PSA	~~—~~
Neighborhood Density Districts	NP	NP	See Section 4.1.2.4 - 4.1.2.5	NP	NP	~~C~~
Character Districts	NP	C	PSA	C	NP	~~C~~
Special Districts	PSA	NP	PSA	NP	C	~~C~~
Legend	PSA = ~~Not Allowed~~ (PSA Required)		NP=Not Preferred		C = Consider	

#32

Require PSA for increase in density
Alternate Recommendation from Staff

- Table 4.4 Classifies Conventional and Neighborhood Density Districts into Neighborhood Density Categories.
- Table 4.5 indicates how these categories are to be used in a zoning change request.

TABLE 4.4 NEIGHBORHOOD DENSITY CATEGORIES

NEIGHBORHOOD DENSITY CATEGORIES	NEIGHBORHOOD DENSITY DISTRICTS	CONVENTIONAL, SPECIAL, AND LEGACY DISTRICTS
Low Density	ND3	FD, AR, SF-R, MR, SF-6, SF4.5, DR, D, PH-ZL, P
Medium Density	ND3.5	TH, MF-12, P
High Density	ND4	MU, MF-18, MF-24, P
Commercial / Mixed Use	N-MS	OP, NC, CC, GC, HC, LI, HI, MH, VMU, P

TABLE 4.5 NEIGHBORHOOD DENSITY DISTRICT / EXISTING ZONING TRANSLATION TABLE

	NEIGHBORHOOD DENSITY CATEGORIES			
	LOW DENSITY	MEDIUM DENSITY	HIGH DENSITY	COMMERCIAL/ MIXED USE
ND-3	C	C	NP	NP*
ND-3.5	NP*	C	C	NP*
ND-4	NP*	NP	C	NP
N-MS	NP*	NP*	C	C

SAN MARCOS

#32

Require PSA for increase in density
Alternate Recommendation from Staff

- Staff Proposal #2: better define the districts that are within each Density Category

Neighborhood Density Category	CURRENT CODE	PROPOSED CHANGES
Low Density	FD, AR, SF-R MR, SF-6, SF-4.5, DR, D, PH-ZL, P	FD, AR, SF-R MR, SF-6, SF-4.5 ~~DR, D, PH-ZL,~~ P
Medium Density	TH, MF-12, P	DR, D, PH-ZL, TH, MF-12, P
High Density	MU, MF-18, MF-24, P	MU, MF-18, MF-24, P
Commercial / Mixed Use	OP, NC, CC, GC, HC, LI, HI, MH, VMU, P	OP, NC, CC, GC, HC, LI, HI, MH, VMU, P

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#32

Require PSA for increase in density
Alternate Recommendation from Staff

- Staff Proposal #3: Combine Tables 4.4 & 4.5 for a better user experience.
- Staff Proposal #4: Increase the instances where changes are NP or require additional votes of P&Z and City Council (NP*).

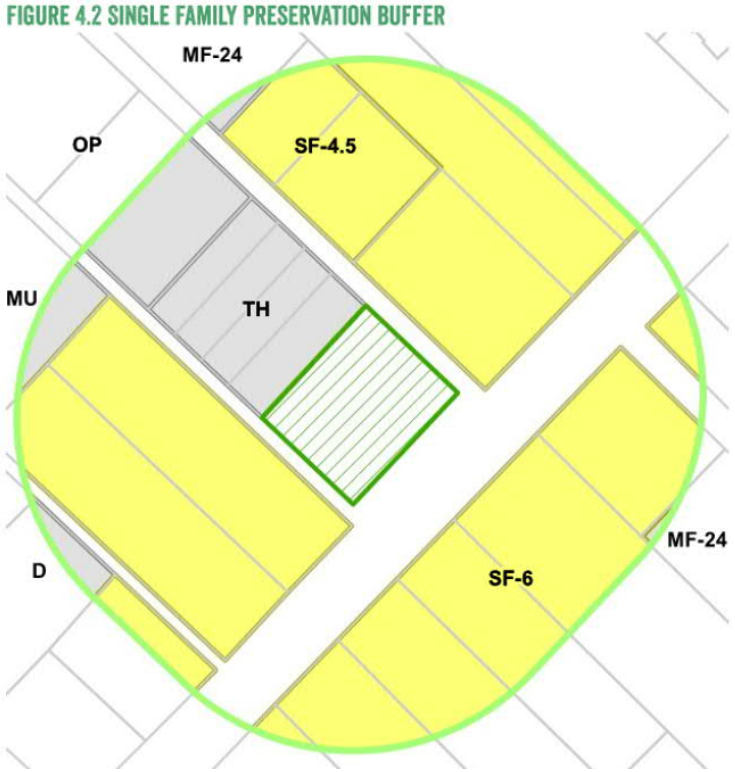
	FD, AR, SF-R, MR, SF-6, SF-4.5, P	DR, D, PH-ZL, TH, MF-12, P	MU, MF-18, MF-24, P	OP, NC, CC, GC, HC, LI, HI, MH, VMU, P
ND-3	C	~~C~~ NP	NP*	NP*
ND-3.2	NP	C	NP*	NP*
ND-3.5	NP*	C	C	NP*
ND-4	NP*	NP	C	NP
N-CM	NP*	NP*	~~C~~ NP	C

#32

Require PSA for increase in density

Alternate Recommendation from Staff

- Staff Proposal #5: Require the Single Family Preservation Buffer, even when a zoning change is “Considered”
- Staff Proposal #6: include language that requires the Single Family Preservation Buffer in addition to any Small Area Plan
- Staff Proposal #7: was removed by City Council on First Reading



SAN MARCOS

#32

Require PSA for increase in density
Alternate Recommendation from Staff

Council Addition: Provide clarity for Character Districts in Low Intensity Areas

	AR, SF-R, MR, SF-6, SF-4.5	FD, DR, D, PH-ZL, TH, MF-12, P	MU, MF-18, MF-24, P	OP, NC, CC, GC, HC, LI, HI, MH, VMU, P
CD-1	C	C	C	C
CD-2	C	NP	NP	NP*
CD-2.5	C	NP	NP	NP*
CD-3	NP	C	C	NP
CD-4	NP*	C	C	C
CD-5	PSA	NP*	C	C

Note: CD-5D is only used in downtown

#32

Require PSA for increase in density
Alternate Recommendation from Staff

Staff Proposal Summary:

1. Do not allow Special Districts in Existing Neighborhoods,
2. Reclassify Duplex and all Patio Home Zero Lot Line as Medium Density,
3. Combine Tables 4.4 & 4.5 for ease of use,
4. Increase the instances when additional votes are required for approval,
5. Require the Single Family Preservation Buffer for every zoning change in Existing Neighborhoods,
6. Require the Single Family Preservation Buffer in addition to any Small Area Plans

City Council Addition:

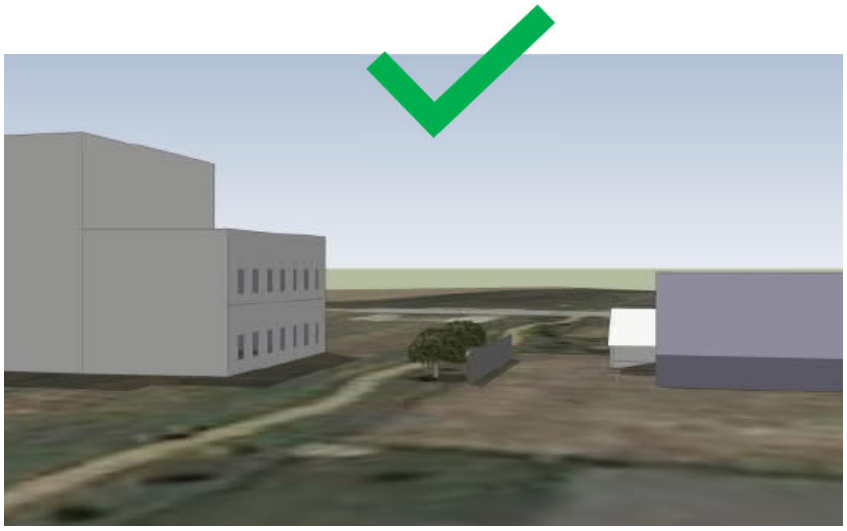
1. Provide clarity for Character Districts in Low Intensity Areas

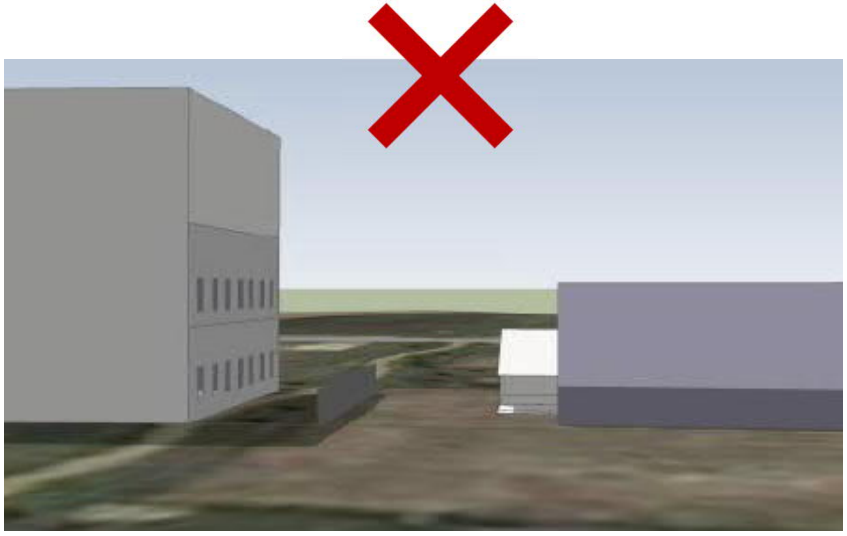
#33

Residential Height Compatibility

Limit height near single family residential

- Limits building height within 70 feet of single family residential zoning.
- Measured from Property Line.



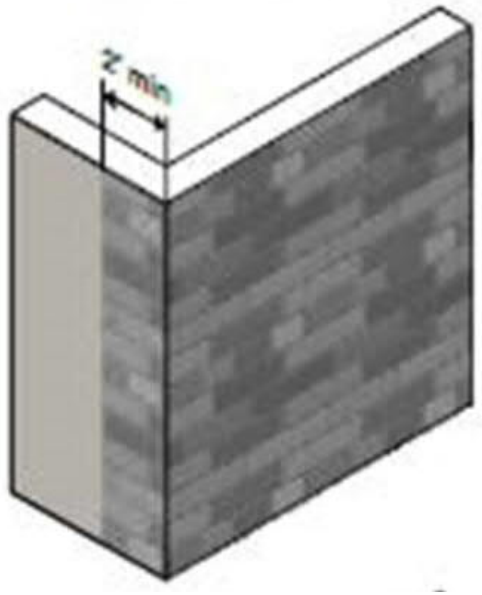


#34

Durable Building Material Preference

- Add statement that the City prefers the use of Durable Building Materials.

FIGURE 4.16 PRIMARY MATERIAL CHANGES



#35

Require Conditional Use Permit for Accessory Dwelling Units

Amendment #35 was removed by City Council on First Reading

#36 & #37 Remove Parking Exemptions for Multi-Family Specifically in Downtown

On Street Parking

- Shall not be counted toward Multifamily (including Student Housing) in CD-5D.

Parking Exemptions Specific to CD-5 and CD-5D

- … properties with 5 units or fewer may be exempt … with approval of a Conditional Use Permit by City Council …

Note: Remote parking with an approved agreement is an available option.

SANMARCOS #38.1

Amend Character Districts to allow single family with occupancy restrictions

Create new CD-2.5 District

	Single Family 6 (SF-6)	Single Family 4.5 (SF-4.5)	Character District 2.5 (CD-2.5)	Character District 3 (CD-3)
Density (units per acre)	5.5 max.	7.5 max.	8 max.	10 max.
Impervious Cover	50% max.	60% max.	60% max.	60% max.
Occupancy Restrictions	Apply	Apply	Apply	Do Not Apply
Building Types Permitted	House, ADU	House, ADU	House, ADU	House, ADU, Duplex, Cottage Court, Zero Lot Line
Height Max.	2 Stories (35 ft.)	2 Stories (35 ft.)	2 Stories (35 ft.)	2 Stories (35 ft.)

#38.2

Amend Character Districts
to limit lot width for Apartments in CD-5D

SECTION 4.4.3.6 CHARACTER DISTRICT-5 DOWNTOWN

LOT

BUILDING TYPE	LOT AREA	LOT WIDTH (A)	
Townhouse	1,500 sq. ft. min.	15 ft. min.	
Apartment	2,000 sq. ft. min.	20 ft. min.	340 ft. max.
Live/Work	1,100 sq. ft. min.	15 ft. min.	
Mixed Use Shopfront	2,000 sq. ft. min.	20 ft. min.	340 ft. max.
Civic Building	2,000 sq. ft. min.	20 ft. min.	

Planning and Zoning Commission Recommendation

Approval with the following amendments:

Item #1: Require an informational meeting with Planning & Zoning Commission for Watershed Protection Plans that are 40 acres or more.

Item #2: Provide standards for exemption including lot size and impervious cover limits, and do not allow exemption for 4 lots or less with the intention of creating a development more than 4 lots in the future.

Item #4: Provide standards for exemption including lot size and impervious cover limits.

Item #13: Clarify applicability and remove specific single family specific regulation.

Item #15: Denial of 6:1 for infill development.

City Council Approval on First Reading

Approval of the recommendation from the Planning and Zoning Commission with the following amendments / additions:

Item #26: Denial of the amendment to add occupancy restrictions to Character District 3 (CD-3).

Item #32 (staff proposal #7): Denial of part seven. Do not require additional meetings for Neighborhood Density District requests in Existing Neighborhoods.

Item #32: Add the provided table, and required associated text, to provide clarity for Character District zoning change requests in Low Intensity Areas on the Preferred Scenario map.

Item #35: Denial of adding Conditional Use Permit requirements for Accessory Dwelling Units.

Item #37: Denial of the amendment to allow an exemption for parking for small multifamily in CD-5D, but keeping the conditional use permit process for properties with up to 5 units.

ORDINANCE NO. 2020-59

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING VARIOUS SECTIONS OF THE CITY'S DEVELOPMENT CODE TO, AMONG OTHER THINGS, ADDRESS RECOMMENDATIONS FROM THE ALCOHOL CONDITIONAL USE PERMIT COMMITTEE, THE HOUSING TASK FORCE, THE HISTORIC PRESERVATION COMMISSION, AND RECOMMENDATIONS FROM CITY STAFF CONCERNING APPLICATION PROCESSING AND REQUIREMENTS, BLOCK PERIMETER STANDARDS, CERTIFICATE OF APPROPRIATENESS APPEALS, CONCEPT PLAT APPLICABILITY, RIGHT-OF-WAY DIMENSIONAL STANDARDS, BUILDING TYPE DEFINITIONS, NEIGHBORHOOD DENSITY DISTRICT ZONING REGULATIONS, CHARACTER DISTRICT ZONING REGULATIONS, A NEW SPECIAL EVENTS FACILITY USE, MULTIFAMILY PARKING STANDARDS, ACCESSORY DWELLING UNITS, NEIGHBORHOOD TRANSITIONS, DURABLE BUILDING MATERIALS, DETENTION AND WATER QUALITY REQUIREMENTS FOR PLATS OF FOUR RESIDENTIAL LOTS OR LESS, DETENTION REQUIREMENTS OUTSIDE THE URBAN STORMWATER MANAGEMENT DISTRICT, DELINEATION OF WATER QUALITY AND BUFFER ZONES, CHANNEL DESIGN FOR WATER QUALITY ZONE RECLAMATION, SENSITIVE GEOLOGIC FEATURE PROTECTION ZONES AND GEOLOGICAL ASSESSMENT WAIVERS; AMENDING SECTION 14.041 OF THE SAN MARCOS CITY CODE TO ADOPT APPENDIX Q TO THE INTERNATIONAL RESIDENTIAL CODE, WHICH APPENDIX ESTABLISHES CERTAIN STANDARDS FOR TINY HOUSES WHERE ALLOWED; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF ANY CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

1. The City Council hereby finds and determines that the adoption of the following ordinance is in the interest of the public health, welfare and safety.

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

SECTION 1. The San Marcos Development Code, Subpart B of the San Marcos City Code, is amended as set forth in Exhibit A, attached hereto and made a part hereof for all purposes. Added text, tables and illustrations are indicated by underlining. Deleted text, tables and illustrations are indicated by strikethroughs.

SECTION 2. Section 14.041 of the San Marcos City Code is hereby amended to adopt Appendix Q of the International Residential Code, which appendix establishes certain standards

for Tiny Houses. Such amendment to Section 14.041 shall read as follows (Underlining indicates added text): "Appendix Q is adopted in its entirety and shall be applicable to Tiny Houses where allowed under the San Marcos Development Code, Subpart B of the San Marcos City Code."

SECTION 3. In codifying the changes authorized by this ordinance, paragraphs, sections and subsections may be renumbered and reformatted as appropriate consistent with the numbering and formatting of the San Marcos City Code.

SECTION 4. If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this ordinance will continue in force if they can be given effect without the invalid portion.

SECTION 5. All ordinances and resolutions or parts of ordinances or resolutions in conflict with this ordinance are repealed.

SECTION 6. This ordinance will take effect after its passage, approval and adoption on second reading.

PASSED AND APPROVED on first reading on August 18, 2020.

PASSED, APPROVED AND ADOPTED on second reading on September 1, 2020.

Jane Hughson
Mayor

Attest:

Approved:

Tammy K. Cook
Interim City Clerk

Michael J. Cosentino
City Attorney

EXHIBIT A

[ATTACH DEVELOPMENT CODE AMENDMENTS]

Cover Memo

To:	City Council
From:	Planning & Development Services-Amanda Hernandez, Development Services Manager
Date:	July 27, 2020
Re:	Proposed Amendments to the San Marcos Land Development Code: 1. City Engineering Staff Recommendations 2. Alcohol Conditional Use Permit Committee, Housing Task Force, and Historic Preservation Commission Recommendations 3. Additional Amendments Identified by Staff Since June 2019 Workshop 4. Developer Request for Special Events Facility Use 5. Policy Items Expedited at the Request of Council

Summary and Background

In April 2018 the City of San Marcos adopted the San Marcos Development Code, which was developed through the multi-year CODE SMTX process. Beginning in March 2019, Planning & Development staff began conducting public outreach in support of the annual Land Development Code update. Staff provided a request form on the City's website where interested parties could submit their proposed change and the purpose behind their request. Staff shared the online request form and code update schedule via an initial e-mail notification and also in person at the regular meetings of the Downtown Association, Historic Preservation Commission, Neighborhood Commission, Parks Board, and Planning and Zoning Commission. After an additional reminder e-mail to those on the City's notification list, the request form was closed on May 7th.

A joint workshop between the Planning and Zoning Commission and City Council was held in June 2019. The purpose of the workshop was to allow City Council and the Planning and Zoning Commission the opportunity to review the proposed changes and provide staff direction on which requests should be reviewed and brought back with a recommendation. At that time, the Commission and Council identified items that they would like staff to analyze and bring back for further discussion and items that would not be considered as part of this annual update. For specific amendments, the Commission and Council also provided additional direction and items that should be considered in staff's analysis.

In November 2019 the Planning and Zoning Commission reviewed and provided a recommendation on proposed Phase 1 amendments which consisted of typos and technical errors, policy items that the joint committee directed be expedited at the June 2019 workshop, and amendments related to House Bills approved during the 2019 Legislative Session. These amendments were reviewed at the December 3rd City Council meeting and approved upon second reading at the December 17th City Council meeting.

At this time, staff is presenting Phase 2 amendments proposed by City Staff and several City Boards and Commissions. These amendments received initial approval from City Council on March 3, 2020. At their regular meeting on May 12, 2020, the Planning and Zoning Commission received a staff

presentation and held a public hearing on Phase 2 amendments. At their regular meeting on June 9, 2020 they recommended approval of the amendments with some changes noted in the presentation and redline draft of the amendments.

Criteria for Approval

Section 2.4.1.4 Criteria for Approval states that review and recommendations on text amendments to the Development Code should consider the below criteria. The following list is not all-inclusive.

Evaluation			Criteria for Approval (Sec. 2.4.1.4)
Consistent	Inconsistent	Neutral	
X			The proposed text amendment corrects an error or meets the challenge of some changing condition, trend or fact.
		X	The proposed text amendment is in response to changes in state law.
X			The proposed text amendment is generally consistent with the Comprehensive Plan and other adopted plans
X			The proposed text amendment does not conflict with any specific policy or action item of the Comprehensive Plan
X			The proposed text amendment is generally consistent with the stated purpose and intent of this Development Code.
X			The proposed text amendment constitutes a benefit to the City as a whole and is not solely for the good or benefit of a particular landowner or owners at a particular point in time
X			The proposed text amendment is not tied solely to a particular tract or development proposal
X			The proposed text amendment significantly impacts the natural environment, including air, water, noise, stormwater management, and wildlife vegetation.
		X	The proposed text amendment significantly impacts existing conforming development patterns, standards, or zoning regulations

Attachments

Exhibit A – Recommendations Table
Exhibit B – Redlined Code
Exhibit C – Windemere Ranch Request Letter
Exhibit D – Resolution 2019-03RR
Exhibit E – Appendix Q of the International Residential Code

Exhibit A - Recommendation Table

Item #	Amendment Type	Code Section	Proposed Amendment	Staff Notes & Recommendation
1	Engineering Department Recommendation	2.6.1.1.D, - 2.6.1.4	Make Qualified Watershed Protection Plans administrative	This recommendation from the Engineering Department was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented to include administrative approval capability for Qualified Watershed Protection Plans. P&Z recommended an amendment that would require an informational meeting with the Commission Watershed Protection Plans for projects over 40 acres**
2	Engineering Department Recommendation	3.9.1.1.G	Add exception to detention/retention requirement for residential plats of 4 lots or less. Require approved drainage analysis and payment-in-lieu to stormwater management fund.	This recommendation from the Engineering Department was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented to include fee-in-lieu option for minor plats demonstrating no adverse impacts. P&Z recommended providing standards for exemption including lot size and impervious cover limits, and to not allow exemption for 4 lots with the intention of creating more than 4 lots in the future.**
3	Engineering Department Recommendation	6.1.1.2.B	Add exception to detention and/or water quality requirements for significantly constrained sites outside the Urban Stormwater Management District.	This recommendation from the Engineering Department was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented to include waiver option when payment into stormwater management fund is made, and no adverse impacts have been demonstrated through a drainage analysis.**
4	Engineering Department Recommendation	6.1.1.1.D	Add exception to water quality requirements for residential plats of 4 lots or less.	This recommendation from the Engineering Department was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented to waive water quality requirements for residential plats of four lots are less that are served by an existing street. P&Z recommeded providing standards for exemption including lot size and impervious cover limits to mirror Item #2 changes.**
5	Engineering Department Recommendation	6.2.2.1 - 6.2.2.2	Clarify how WQZ and Buffer Zones are delineated now that entire floodplain is considered floodway	This recommendation from the Engineering Department was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented to clarify how the water quality zone and buffer zone are determined.**

Exhibit A - Recommendation Table

Item #	Amendment Type	Code Section	Proposed Amendment	Staff Notes & Recommendation
6	Engineering Department Recommendation	6.2.2.3.C	Modify sensitive feature protection zone to include 25 ft buffer around feature and additional buffer in upstream direction.	This recommendation from the Engineering Department was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented to include a buffer around the feature and additional buffer in upstream direction.**
7	Engineering Department Recommendation	6.2.3.2	Require reclamation of water quality zones to incorporate natural channel design and shape.	This recommendation from the Engineering Department was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented to require the incorporation of natural channel function, aesthetics, and design.**
8	Engineering Department Recommendation	6.3.2.1.C	Add waiver of geological assessment requirement for sites that do not warrant assessment	This recommendation from the Engineering Department was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented to allow waivers from the Responsible Official for sites that do not warrant assessment.**
9	Engineering Department Recommendation	6.2.3.5	Clarify mitigation requirements within water quality and buffer zones	This recommendation from the Engineering Department was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented to clarify mitigation requirements within water quality and buffer zones.**
10	Alcohol Conditional Use Permit Committee Recommendation	2.8.3.5	Expire conditional use permits after 3 years. (no longer allow lifetime approvals)	This recommendation from the Alcohol Coniditonal Use Permit Committee was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented which would require all Alcohol CUP holders to renew their permit, at a minimum, every three years.**
11	Alcohol Conditional Use Permit Committee Recommendation	2.8.3.6	Limit appeal eligibility to applicant only. (does not remove citizen appeal eligibility)	This recommendation from the Alcohol Coniditonal Use Permit Committee was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented which would limit appeal eligibility of those within the 400' buffer zone to decisions of approval only.**
12	Alcohol Conditional Use Permit Committee Recommendation	5.1.5.5	Require all permit holders to keep site in clean and sanitary condition.	This recommendation from the Alcohol Coniditonal Use Permit Committee was reviewed at the June 5, 2019 workshop. **Staff recommends consideration of the edits as presented which would require all Alchol CUP holders to keep their site in a clean and sanitary condition.**

Exhibit A - Recommendation Table

Item #	Amendment Type	Code Section	Proposed Amendment	Staff Notes & Recommendation
13	Alcohol Conditional Use Permit Committee Recommendation	7.4.2.1	Update noise ordinance to include enforcement details and procedure.	This recommendation from the Alcohol Coniditonal Use Permit Committee was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented which would clarify applicability, measurement protocols, the hours max decibils are allowed, the max decibels allowed from single-family residential zoning or uses, and provide specific instances where exemptions are allowed. P&Z recommened changes to provide clarity and remove single family specific regulations.**
14	Housing Task Force Recommendation	2.5.1.4	Add “meets affordability needs as defined in the Strategic Housing Action Plan” as rezone evaluation criteria.	This recommendation from the Housing Task Force was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented which would require staff and decision makers to consider alignment with all applicable City Council adopted plans as a criteria for approval when considering rezones.**
15	Housing Task Force Recommendation	3.6.3.1	Exempt smaller lot and infill development from the Lot Width to Depth requirements	This recommendation from the Housing Task Force was reviewed at the June 5, 2019 workshop. **Staff recommends consideration of the edits as presented. This amendment would exempt infill development only (not small lot development) from the 3:1 lot width to depth requirement. The amendment as proposed would not allow these lots to exceed a 6:1 width to depth ratio. P&Z Recommended Denial of this amendment.**
16	Housing Task Force Recommendation	4.4.6.1	Allow ADU parking in second layer of lot.	This recommendation from the Housing Task Force was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented which would allow the additional parking required for Accessory Dwelling Units in the second, as well as third layer of the lot**.

Exhibit A - Recommendation Table

Item #	Amendment Type	Code Section	Proposed Amendment	Staff Notes & Recommendation
17	Housing Task Force Recommendation	Chapter 7, Article 6 San Marcos Code of Ordinances, Chapter 14, Buildings and Building Regulations	Modify definition of RV and manufactured home parks to include tiny homes. Adopt Appendix Q of 2018 building code	This recommendation from the Housing Task Force was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented which would clarify that 1) tiny homes (built to building code) are allowed in Manufactured Home zoning districts and should follow Manufacture Home park standards, and 2) that tiny home construction and inspections shall meet requirements in Appendix Q of the International Residential Code.** **Staff recommends consideration of tiny home specific standards and policy decisions following the update and adoption of the San Marcos Comprehensive Plan.**
18	Predevelopment Meetings	2.3.1.1 (D)	Make predevelopment meetings mandatory. Provide Resposible Official with authority to waive if application does not warrant a meeting.	This is an additional amendment identified by staff since the the June 5th workshop and Phase 1 amendments. **Staff recommends the amendment as presented to require predevelopment meetings unless waived by the Responsible Official.**
19	Text Amendments	2.4.1.2 (B)	Remove requirement for initial authorization from City Council for amendments initiated, requested, or directed by City Council.	This is an additional amendment identified by staff since the the June 5th workshop and Phase 1 amendments. **Staff recommends the amendment as presented to remove requirement for initial authorization from City Council when analysis and recommendation on amendment is requested or directed by Council.**
20	Zoning Procedures	2.5.1.2-2.5.1.3	Allow Planning & Zoning Commission to recommend approval of a less intense zoning district classification. Allow City Council to approve a less intense zoning district classification.	This is an additional amendment identified by staff since the the June 5th workshop and Phase 1 amendments. **Staff recommends the amendment as presented to allow Planning and Zoning Commission and City Council to recommend and approve a less intense zoning district classification.**
21	Certificates of Appropriateness	2.5.5.5	Make City Council (not ZBOA) the appellate body for City owned properties.	This amendment was reviewed by City Council and Planning & Zoning Commission at June 5, 2019 Workshop with the recommendation to staff to bring forward. **Staff recommends consideration of the amendment as presented. This amendment would designate City Council as the appellate body for City owned properties.**

Exhibit A - Recommendation Table

Item #	Amendment Type	Code Section	Proposed Amendment	Staff Notes & Recommendation
22	Concept Plats	3.2.1.1	Exempt applicant from requirement for Concept Plat when applicant is ready to submit a Preliminary Plat	This is an additional amendment identified by staff since the the June 5th workshop and Phase 1 amendments. **Staff recommends the amendment as presented to remove requirement for a Concept Plat when the applicant is prepared to submit a preliminary plat.**
23	Block Perimeter	3.6.2.1	Increase maximum block perimeter in ETJ from 3,000 feet to 5,000 feet.	This is an additional amendment identified by staff since the the June 5th workshop and Phase 1 amendments. **Staff recommends the amendment as increase the maximum block perimeter in the ETJ from 3,000 feet to 5,000 feet.**
24	Block Perimeter	3.6.2.1	Add waiver/exception to block perimeter requirement in Heavy Industrial districts.	This amendment was reviewed by City Council and Planning & Zoning Commission at June 5, 2019 Workshop with the recommendation to staff to bring forward. **Staff recommends consideration of the amendment as presented to allow for an increased block perimeter in HI districts in order to accomodate facilities that by their nature, are larger than general commercial facilities. Staff recommends not allowing the perimeter to exceed any more than what is needed for the individual structure and the required parking and landscaping.**
25	Streets	3.7.2.2- 3.7.2.6	Align right-of-way standards in Development Code to recommendations appendix of Transportation Master Plan.	This is an additional amendment identified by staff since the the June 5th workshop and Phase 1 amendments. **Staff recommends the amendments as presented to ensure the dimensional standards for ROW in the Development Code match the Transportation Master Plan.**
26	Zoning	4.4.3.3.	Include occupancy restrictions in CD-3 zoning.	This is an additional amendment identified by staff since the the June 5th workshop and Phase 1 amendments. **Staff recommends the amendment as presented to apply occupancy restrictions in CD-3 zoning districts which are intended for low density residential.**

Exhibit A - Recommendation Table

Item #	Amendment Type	Code Section	Proposed Amendment	Staff Notes & Recommendation
27	Building Types	4.2.1.1 (Update 4.4.1.1-4.4.3.7 to reflect updated definition)	Provide better definition for "house" and "cottage."	This is an additional amendment identified by staff since the the June 5th workshop and Phase 1 amendments. **Staff recommends the amendments as presented to clarify that since a "house" and "cottage" building type are identical and the base standards of the zoning district determine the structure size and scale, only one building type is necessary.**
28	Historic Preservation Commission Recommendation	San Marcos Design Manual, Section C.5.1.1	Add sustainability purpose section to Historic Design Guidelines Standards for Sustainability	Resolution 2019-03RR was approved by Council in December 2019.In February 2020, Council directed staff to bring forward amendments during the current update rather than as a separate agenda item. **Staff recommends consideration of the edits as presented in order to include a purpose statement in the Sustainability Guidelines in Historic Districts section of the Design Manual.**
29	Event Center Use	5.5.5.9	Add new "Special Events Facility" use	This amendment was requested by a developer in January 2020. **Staff recommends consideration of the amendments as presented in order to facilitate this new use city-wide.**
30	Neighborhood Density District	4.4.2.2	Add an ND-3.2 zoning district which allows more moderate increase in density, setbacks, and allowed housing types from conventional residential districts	City Council request to expedite this amendment at the January 7, 2020 work session. **Staff recommends consideration of the amendment as presented.**
31	Comprehensive Plan Map Amendments	2.4.2.3	Require majority-plus-one vote from Planning & Zoning and City Council for all comprehensive plan map amendments	City Council request to expedite this amendment at the January 7, 2020 work session. **Staff recommends consideration of the amendment as presented.**
32	Application Processing-Informational Meetings	4.1.1.6	Require Comprehensive Plan Map Amendment any time a higher intensity zoning designation is requested Remove "Corridor" column from table.	City Council request to expedite this amendment at the January 7, 2020 work session. **Staff recommends consideration of the amendment as presented which would require additional votes and additional meetings for requests in existing neighborhoods.**
33	Neighborhood Transitions	4.3.4.5	Replace current standards with requirement that Commercial use across the street from established residential use be limited to 1 story.	The addition of this amendment was requested by City Council at the March 3rd work session. **Staff recommends consideration of the amendment as presented to limit height within a certail distance of a single family zoning district.**

Exhibit A - Recommendation Table

Item #	Amendment Type	Code Section	Proposed Amendment	Staff Notes & Recommendation
34	Durable Building Materials	4.3.5.1.7	Include a statement that the City prefers the use of Durable Building Materials	The addition of this amendment was requested by City Council at the March 3rd work session. **Staff recommends consideration of the amendment as presented.**
35	Accessory Dwelling Units	5.1.1.2 5.1.3.1	Change from by-right to conditional use in all districts	The addition of this amendment was requested by City Council at the March 3rd work session. **Staff recommends consideration of the amendment as presented which would require a CUP in low density, single-family districts.**
36	Parking	7.1.2.1	On street parking should not count towards Multifamily parking requirement in CD-5D districts	The addition of this amendment was requested by City Council at the March 3rd work session. **Staff recommends consideration of the amendment as presented.**
37	Parking	7.1.2.2.B.1	Remove exemption for projects of 10 or fewer units in CD-5 and CD-5D zones	The addition of this amendment was requested by City Council at the March 3rd work session. **Staff recommends consideration of the amendment as presented which would allow an applicant to seek approval from City Council.**
38	Character District	4.4.3.3	Add a Character District (CD) between 2 and 3 that allows single family with occupancy restrictions compatible with other CDs	The addition of this amendment was requested by City Council at the March 17th regular meeting. **Staff recommends consideration of the amendment as presented.**

Exibit B - Redlined Code

To:	City Council
From:	Planning & Development Services-Amanda Hernandez, Development Services Manager
Date:	August 24, 2020
Re:	Proposed Amendments to the San Marcos Land Development Code: 1. City Engineering Staff Recommendations 2. Alcohol Conditional Use Permit Committee, Housing Task Force 3. Additional Amendments Identified by Staff Since June 2019 Workshop 4. Developer Request for Special Events Facility Use 5. Additional Amendments Expedited at the Request of Council

This memo has been updated to reflect the approval by City Council on first reading on August 18, 2020. Changes made between first and second reading are highlighted with a yellow box.

Engineering Department Recommendations

CHAPTER 2. DEVELOPMENT PROCEDURES

ARTICLE 6: WATERSHED PROTECTION PLANS

DIVISION 1: APPROVAL AND APPLICATION PROCESS

Section 2.6.1.1 Purpose, Applicability, Exceptions and Effect

#1

D. Applicability of a Qualified Watershed Protection Plan 1 or 2. A qualified watershed protection plan is required when ~~mitigation plans to replace water quality benefits lost due to increases in impervious cover within the buffer zone and reclamation of water quality and/or buffer zones vary from the requirements established in Chapter 6 or as determined by the responsible official.~~ any of the following requests are made for developments greater than forty (40) acres:

1. A request for an increase in impervious cover requiring a mitigation plan;
2. A request for reclamation of land in the 100-year floodplain or within a water quality zone or buffer zone; or
3. The development of twenty (20) acres or more of land within the 100-year floodplain.

Section 2.6.1.3 Approval Process

B. Responsible Officials Action with regards to a Qualified Watershed Protection Plan Phase 1 or 2

1. The Responsible Official shall review the application and ~~prepare a recommendation to~~ schedule an informative meeting with the Planning and Zoning Commission prior to providing approval.

~~2. The Responsible Official shall prepare notice in accordance with Section 2.3.2.1 and schedule a public hearing before the Planning and Zoning Commission on the application.~~

~~**C. Planning and Zoning Commission Action**~~

~~1. The Planning and Zoning Commission shall consider the criteria established in Section 2.6.1.4 when considering a request for approval of a qualified watershed protection plan.~~

~~2. The Planning and Zoning Commission shall hold a public hearing to consider a request for a qualified watershed protection plan.~~

~~3. An application for approval of a qualified watershed protection plan shall be approved, conditionally approved, or denied by the Planning and Zoning Commission, subject to appeal to the City Council pursuant to Section 2.8.1.1.~~

~~4. The Planning and Zoning Commission may attach such conditions to approval of a qualified watershed protection plan as are necessary to assure that the plan meets water quality standards, based on the recommendation of the Engineering Director, a qualified geologist, or a Texas licensed professional engineer.~~

Section 2.6.1.4 Criteria for Approval

The following criteria shall be used to determine whether the application for a watershed protection plan or a qualified watershed protection plan shall be approved, approved with conditions, or denied.

A. Edwards Aquifer Zones - Factors. Where land subject to the plan lies in whole or in part within the Edwards Aquifer recharge or transition zones:
   1. Whether the plan is consistent with approved legislative applications for the land subject to the plan;
   2. Whether the plan meets the standards in Chapter 6 (except as to the components of a mitigation plan for a qualified watershed protection plan that vary from Chapter 6) and Chapter 3, Article 9;
   3. Whether any proposed mitigation plan or enhanced geological assessment offsets the impacts to water quality resulting from increased development within a buffer zone;
   4. Whether any proposed increase of impervious cover is warranted beyond that otherwise allowed by right for the land within the plan area; and
   5. Whether the plan is consistent with any proposed clustering or development transfers outside the plan area.

B. Other Water Quality Zones - Factors. Where land subject to the plan lies in whole or in part within a floodplain, water quality, or buffer zone located outside the Edwards Aquifer recharge or transition zones:
   1. Whether the plan is consistent with approved legislative applications for the land subject to the plan;
   2. Whether the plan meets the standards in Chapter 6 (except as to the components of a mitigation plan for a qualified watershed protection plan that vary from Chapter 6) and Chapter 3 Article 9 ~~and/or the specific criteria in Chapter 6;~~
   3. Whether any proposed mitigation plan offsets the impacts to water quality resulting from increased development within a buffer zone or reclamation of water quality and/or buffer zone; and
   4. Whether the plan is consistent with any proposed clustering or development transfers outside the plan area.

C. Reclaimed Land From Floodplain - Factors. For developments where reclamation of land within the 100-year floodplain is proposed:
   1. Whether the reclamation concept plat (which is an element of watershed protection plans and qualified watershed protection plans when reclamation is proposed) is consistent with approved legislative applications for the land subject to the plan, including expressly any master drainage plan elements applicable to the land;
   2. Whether the reclamation concept plat meets the general standards in Chapter 6 (except as to the components of a mitigation plans for a qualified watershed protection plan that vary from Chapter 6); Chapter 3, Article 9; and the City's Flood Damage Prevention Ordinance~~, and the specific criteria in Chapter 6, and;~~
   3. Whether any adverse impacts have been appropriately mitigated.

CHAPTER 3. SUBDIVISIONS

#2

ARTICLE 9: STORMWATER COLLECTION AND DRAINAGE SYSTEMS

DIVISION 1: IN GENERAL

Section 3.9.1.1 Flood Control Requirements

G. Waiver of Detention/Retention.
   1. Detention/retention may be waived for the following ~~non-residential small site permits~~ if no adverse impacts are demonstrated through drainage analysis and a payment-in-lieu is made into the stormwater management fund in accordance with Section 6.1.1.3.
      a. non-residential small site permits,
      b. developments within High Intensity Zones, and
      c. plats of 4 lots or less where the lots subdivided from the parent parcel do not exceed 0.5 acres each, are restricted by zoning or deed to 65% impervious cover or less, and are served by and existing street. An exemption is not allowed for the submittal of a series of plats of 4 lots or less with the intention of producing a tract that is greater than 4 lots.

CHAPTER 6. ENVIRONMENTAL REGULATIONS

ARTICLE 1: STORMWATER MANAGEMENT

DIVISION 1: GENERAL

#3

Section 6.1.1.2 Urban Stormwater Management District

B. Standards. Properties located within the urban stormwater management district established on the map above are eligible for waivers from requirements under Section 3.9.1.1(F) and Section 6.1.4.1 when the following standards are met:
   a. No adverse impacts are demonstrated through drainage analysis; and
   b. A payment is made into the stormwater management fund in accordance with Section 6.1.1.3.

C. Waiver for Property Outside of the District. Properties located outside the urban stormwater management district that are significantly constrained may be eligible for waivers from requirements under Section 3.9.1.1(F) and Section 6.1.4.1 with the approval of the Responsible Official and when the standards under Section 6.1.1.2(B) are met.

DIVISION 1: POST CONSTRUCTION STORMWATER PERFORMANCE STANDARDS

Section 6.1.4.1 Stormwater Quality and Stream Protection

#4

D. Exceptions to stormwater quality and stream protection volume requirements ~~include~~ are allowed under the following conditions provided that disconnected impervious cover and treatment through vegetative filter strips or similar means is included:

1. Development applications proposing solely the construction or expansion of a single-family home ~~as long as the development includes disconnected impervious cover and provides treatment through vegetative filter strips or similar means.~~ and

2. plats of 4 lots or less where the lots subdivided from the parent parcel do not exceed 0.5 acres each, are restricted by zoning or deed to 65% impervious cover or less, and are served by and existing street. An exemption is not allowed for the submittal of a series of plats of 4 lots or less with the intention of producing a tract that is greater than 4 lots.

ARTICLE 2: ENHANCED PROTECTION ZONES

#5

DIVISION 2: ZONE DESIGNATION

Section 6.2.2.1 Water Quality Zones

A. A water quality zone shall be established for each waterway. ~~The area of the~~ Water quality zone have been predetermined by the City for certain waterways. A map of such predetermined water quality zones is on file with the City's Planning and Development Services Department and is available upon request. For waterways not associated with a predetermined water quality zone by the City, the following options are available ~~shall be determined as follows:~~

1. FEMA-mapped Option. For any waterway with a FEMA-defined floodway, a water quality zone shall be established 100 feet in width, measured from the boundary of the defined floodway on each side of the waterway if located outside the EARZ, or as all land within a distance of 100 feet from a bank of the San Marcos River or a side channel that returns to the main channel, whichever is greater, but shall not exceed the width of the 100-year floodplain. For any waterway with a FEMA-mapped detailed study floodplain, the area of the 100-year floodplain shall be the water quality zone if located within the EARZ.
2. Waterway Centerline Offset Option ~~Non-FEMA-mapped Option 1~~
   a. Sub-minor Waterways. Waterways draining five or more acres but less than 50 acres but, excluding roadside swales, shall have a minimum Water Quality Zone width of 25 feet on each side of the Waterway centerline. These are established within the EARZ, Transition Zone, and Contributing Zone within the Transition Zone only.
   b. Minor Waterways. Waterways draining 50 or more acres but less than 250 acres shall have a minimum water quality zone width of 50 feet on each side of the waterway centerline.
   c. Intermediate Waterways. Waterways draining 250 or more acres but less than 1000 acres shall have a minimum water quality zone width of 100 feet on each side of the waterway centerline.
   d. Major Waterways. Waterways draining more than 1000 acres shall have a minimum water quality zone width of 200 feet on each side of the waterway centerline.
3. Floodplain Study Option ~~Non-FEMA-mapped or floodway defined Option 2~~
   a. The water quality zone shall be defined as the 100-year floodplain boundary based on fully developed watershed paralleling each side of the waterway. The 100-year floodplain shall be based on modeling approaches as approved by the Responsible Official.

Section 6.2.2.2 Buffer Zones

A. A buffer zone shall be established for each waterway. Buffer zones have been predetermined by the City for certain waterways. A map of such buffer zones is on file with the City's Planning and Development Services Department and is available upon request. For waterways not associated with a predetermined buffer zone by the City, the following options are available: ~~as follows:~~

1. FEMA Mapped Option. For any waterway with a FEMA-defined floodway outside the EARZ or FEMA-mapped detailed study floodplain inside the EARZ, a buffer zone shall be established 100 feet in width, measured from the outer boundary of the water quality zone established in Section 6.2.2.1, on each side of the waterway. The combined width of the water quality zone and the buffer zone shall not exceed the width of the 100-year floodplain if located outside the EARZ.
2. Non FEMA Mapped Option. For applicable waterways that do not have floodways officially mapped by FEMA, a buffer zone shall be established 25 feet in width for sub-minor waterways, 50 feet in width for a minor waterway and 100 feet in width for intermediate and major waterways, measured from the outer boundary of the water quality zone established in Section 6.2.2.1, on each side of the waterway. The combined width of the water quality zone and buffer zone shall not exceed the width of the 100-year floodplain based on a detailed study if located outside of the EARZ.

#6

Section 6.2.2.3 Sensitive Feature Protection Zones

C. Enhanced topographic information. If an applicant submits enhanced topographic information for a site, with contour intervals of two feet or less, the sensitive feature protection zone shall extend 25 feet around the perimeter of the sensitive feature and include ~~be~~ the area within the following distance from the perimeter ~~of a sensitive feature~~ that is identified on the enhanced topographic survey as draining towards the ~~feature~~ perimeter around the feature:

1. For a minor recharge feature, 50 ~~75~~ feet.
2. For a moderate recharge feature, 125 ~~150~~ feet.
3. For a major recharge feature, 275 ~~300~~ feet.

DIVISION 3: IMPERVIOUS COVER AND DEVELOPMENT LIMITATIONS WITHIN WATER QUALITY AND BUFFER ZONES

#7

Section 6.2.3.2 Water Quality and Buffer Zones outside the Edwards Aquifer Recharge Zone

A. Water Quality Zone. No impervious cover is allowed in a water quality zone except for those cases listed in Section 6.2.3.5(B).

B. San Marcos River Corridor (SMRC). The maximum impervious cover within the SMRC is 30%. Impervious cover cannot be increased with mitigation in the SMRC.

C. Buffer Zones. The maximum impervious cover in buffer zones is 30%. Impervious cover may be increased with mitigation based on the slope table below.

D. Steep Slopes. The maximum impervious cover in buffer zones and the San Marcos River Corridor is further restricted when steep slopes are present in accordance with the table below.

E. Reclamation. Reclamation of a water quality and/or buffer zone shall require mitigation to replace lost water quality benefits and be accomplished in a way that preserves natural channel function and aesthetics.

ARTICLE 3: DEVELOPMENT RELATED TO THE EDWARDS AQUIFER

#8

DIVISION 2: DEVELOPMENT DUTIES

Section 6.3.2.1 Duties in Undertaking Development Over Aquifer

C. Geological Assessments. All watershed protection plans (Phase 1) for developments in the recharge zone, transition zone, and contributing zone within the transition zone and site preparation permit for uses must be accompanied by a geologic assessment of the entire site prepared by a qualified geologist. The assessment must be based on 50-foot Transects across the Site, and must contain all information required for Geologic Assessments under the TCEQ Edwards Aquifer rules. The assessment must identify all sensitive features on the site, and for each sensitive feature, must state whether it is a major recharge feature, moderate recharge feature, or minor recharge feature. A waiver for a geological assessment for sites that do not warrant an assessment within the transition zone may be obtained from the Responsible Official if the property is located within the Geologic Assessment Exemption Zone. A map of such area is on file with the City's Planning and Development Services Department and is available upon request.

#9

Section 6.2.3.5 Mitigation and Exceptions

A. Mitigation ~~Plan. Impervious cover limitations may be exceeded in a buffer zone only for land with a gradient of less than 15 percent based upon approval of a mitigation plan demonstrating that the water quality benefits of the impervious cover within the buffer zone can be achieved through utilization of water pollution abatement control facilities that incorporate best management practices for the entire development site. No impervious cover may be transferred to a buffer zone that exceeds the requirements of this Section~~. The following is permissible with adequate mitigation that replaces lost water quality benefits:

1. Impervious cover limitations may be exceeded in a buffer zone for land with a gradient of less than 15 percent outside the Edwards Aquifer Recharge Zone and 20 percent within the Edwards Aquifer Recharge Zone; and
2. Water quality and/or buffer zones may be reclaimed. Mitigation shall consist of meeting a Total Suspended Solid (TSS) removal requirement or increase in TSS removal requirement for the site or portion of the site as determined adequate by the Responsible Official. ~~Mitigation plans not able to achieve TSS removal requirements must follow the qualified watershed protection plan process.~~

Alcohol Conditional Use Permit Committee Recommendations

CHAPTER 2. DEVELOPMENT PROCEDURES

ARTICLE 8: RELIEF PROCEDURES

DIVISION 3: CONDITIONAL USE PERMIT

Section 2.8.3.5 Duration; Expiration; Suspension; Violation; Revocation

A. Duration.

#10

1. A conditional use permit shall remain in effect until it expires, is suspended, or is revoked in accordance with Section 2.3.7.5A(1 - 4) as supplemented by Section 2.8.3.5.
2. Conditional Use Permits granted for on-premises consumption of alcoholic beverages~~, unless otherwise specified by the Planning and Zoning Commission,~~ shall remain in effect ~~for the duration of the State TABC (Texas Alcoholic Beverage Commission) license or permit~~ no longer than three years, or until the license or permit is canceled, revoked, or allowed to expire, or until one of the following conditions occurs, after which the dispensing of alcoholic beverages for on-premises consumption requires issuance of a new Conditional Use Permit:
   a. The State TABC license or permit is reissued under a different [license or] permit holder's name.
   b. The Conditional Use Permit is forfeited, suspended, or revoked in accordance with Section 2.3.7.1.
   c. There is a significant change in the name of the establishment, or any physical or operational change in the business that increases off-site impacts to surrounding properties.

Section 2.8.3.6 Appeals

#11

A. The applicant ~~or other person within the personal notification area~~ may appeal the decision of the Planning and Zoning Commission to grant or deny a permit ~~to the City Council~~ in accordance with Section 2.8.1.1.

B. Any tenant or property owner within the personal notification area may appeal the decision of the Planning and Zoning Commission to grant a permit in accordance with Section 2.8.1.1

C. The Council shall apply the criteria in Section 2.8.3.4 in deciding whether the Planning and Zoning Commission's action should be upheld, modified or reversed.

D. A super-majority vote in accordance with Section 2.2.4.2 shall be required to reverse a decision of the Planning and Zoning Commission.

Alcohol Conditional Use Permit Committee Recommendations (cont.)

CHAPTER 5. USE REGULATIONS

ARTICLE 1: ALLOWABLE USES

DIVISION 5: COMMERCIAL

Section 5.1.5.5.B.2.b Restaurant/ Bar, Use Standards, Downtown CBA Boundary

#12

b. Downtown CBA Boundary. Where an eating establishment including the sale of alcohol is located in the downtown CBA boundary the following additional standards apply:
   1. Permits for an eating establishment including alcohol sales in the downtown CBA boundary are valid for three years from date of issuance. A renewal permit for a current permit holder may be administratively issued under Sec.2.8.3.7.
   2. The business must have a kitchen and food storage facilities of sufficient size to enable food preparation. The kitchen must be equipped with, and must utilize, a commercial grill, griddle, fryer, oven, or similar heavy food preparation equipment.
   3. The business must serve meals to customers during at least two meal periods each day the business is open. A meal must consist of at least one entree, such as a meat serving, a pasta dish, pizza, a sandwich or similar food in a serving that serves as a main course for a meal. At least three entrees must be available during each meal period. A meal period means a period of at least four hours.
   4. The business must be used, maintained, advertised and held out to the public as a place where meals are prepared and served.
   5. The number of active restaurant permits in the central business area zoning district shall not exceed 25. If there are 25 active restaurant permits, any further applications for restaurant permits in the district shall be placed on a waiting list and individually referred to the commission for consideration within 45 days, in the same order as submitted, when the number of restaurant permits is less than 25.
   6. The business shall be responsible for maintaining the sidewalk, gutters, parking lot, all areas within 50 feet of any exit, and all areas of the permitted property in a clean and sanitary condition, free from litter and refuse at all times.

Section 5.1.5.5.E. Restaurant/ Bar, On Premise Consumption of Alcohol, Use Standards

E. On Premise Consumption of Alcohol
   1. Defined. An establishment that serves alcohol for on premise consumption.
   2. Use Standards. Where on-premise consumption of alcohol is a conditional use the following standards apply:
      a. Permit. The establishment must hold for the premises a valid conditional use permit issued and effective under Section 2.8.3.1 and must be in compliance with all conditions of such permit.
      b. Noise. The activities of the establishment selling alcoholic beverages for on-premises consumption shall not produce noise levels in excess of those described in Section 7.4.2.1 so as to not interfere with the reasonable use and enjoyment of adjacent property or public areas.
      c. Protective Yard. The establishment shall be screened with a type A/B protective yard under Section 7.2.2.1.
      d. Cleanliness. The business shall be responsible for maintaining the sidewalk, gutters, parking lot, all areas within 100 feet of any exit, and all areas of the permitted property in a clean and sanitary condition, free from litter and refuse at all times.

Alcohol Conditional Use Permit Committee Recommendations (cont.)

CHAPTER 7. SUPPLEMENTAL DEVELOPMENT STANDARDS

#13

ARTICLE 4: PUBLIC HEALTH RELATED PERFORMANCE STANDARDS

DIVISION 2: STANDARDS

Section 7.4.2.1 Noise

A. Noise Level Maximums. ~~Sound equipment at a business shall not be operated so that it produces sound:~~ No activity on the property shall produce sound:

1. In excess of 85 decibels ~~for a period exceeding one minute~~ between the hours of ~~11:00~~ 10:00 a.m. and 10:00 p.m.~~., as measured at the property line of the business or beyond.~~
2. In excess of 75 decibels ~~for a period exceeding one minute~~ between the hours of 10:00 p.m. and ~~11:00~~ 10:00 a.m. ~~as measured at the property line of the business or beyond.~~

~~3. In excess of 63 decibels at any time as measured from within the property line of any residential zoning or use.~~

B. Noise Measurements. Measurement of noise shall be made with a sound level meter using the "A" weighting network as specified by the American National Standards Institute.

1. A police officer taking a noise measurement may take the measurement from either the closest public right-of-way to the offending residence or business, or with the consent of a complainant, may take the measurement from the property line of the complainant.
2. Any sound that when measured at the nearest public right-of-way to the offending residence or business exceeds the dB(a) levels set forth in this section shall be prima facie evidence of sound nuisance which unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of the others within the limits of the city in violation.
3. Method of sound measurement. Whenever portions of this chapter prohibit noise over a certain decibel limit, measurement of said noise shall be made with a decibel meter chosen by the chief of police which meets the standards prescribed by the American National Standards Institute at the time the device was purchased. The instruments shall be maintained in calibration and good working order. Calibration corrections shall be employed in meeting the response specifications prior to every sampling of noise. Measurements recorded shall be taken so as to provide an accurate representation of the noise being measured. Noise measurements shall be a minimum of 30 seconds in duration. The microphone shall be positioned so as not to create any unnatural enhancement or diminution of the measured noise. A windscreen for the microphone shall be used. Violations will be determined based on the highest registered reading in the measurement period. All measurement levels will be inclusive of any ambient noise that exists at the time of the measurement.

C. Exemptions. The following uses and activities shall be exempt from the noise level regulations herein specified.

~~1. Noises not directly under control of the property user.~~

1. Noises emanating from construction, development and maintenance activities between the hours of 7:00 a.m. and 9:00 p.m. (daytime hours).
2. The sound produced by operating or permitting the operation of any mechanically powered saw, drill, sander, router, grinder, lawn or garden tool, lawnmower, or any other similar device used between the hours of 7:00 a.m. and 9:00 p.m. and which device did not produce a sound of 85 dB(A) or greater when measured from the nearest residential property where the sound is being received and was used for the maintenance or upkeep of the property on which it was used.
3. The emission of any sound was for the purpose of alerting persons to the existence of an emergency, danger or attempted crime.
4. Sound produced by an authorized emergency vehicle
5. Sound produced by emergency work necessary to restore public utilities, or to restore property to a safe condition, or to protect persons or property from imminent danger, following a fire, accident or natural disaster.

6. Sound produced by aircraft in flight or in operation at an airport, or railroad equipment in operation on railroad rights-of-way.
7. Sound produced by the operation of any air conditioning unit which did not produce a sound of 85 dB(A) or greater on residential property or 85 dB(A) on nonresidential property, when measured at or near 15 feet from the air conditioning unit producing the sound being measured.
8. ~~3. Noises of safety signals, warning devices and emergency pressure relief valves.~~
9. ~~4. Transient noise of moving sources, such as automobiles, trucks, and airplanes (see other City ordinances for regulation of transient noise).~~

Housing Task Force Recommendations

CHAPTER 2. DEVELOPMENT PROCEDURES

ARTICLE 5: ZONING PROCEDURES

DIVISION 1: APPLICATION FOR ZONING MAP AMENDMENT

Section 2.5.1.4 Criteria for Approval

#14

A. In making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

1. Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan and preferred scenario map;
2. Whether the proposed zoning map amendment is consistent with any adopted small area plan or neighborhood character study for the area;
3. Whether the proposed zoning map amendment implements the policies of any applicable plan adopted by City Council;
4. Whether the proposed zoning map amendment is consistent with any applicable development agreement in effect; ...

#15 **AMENDMENT #15 WAS REMOVED**

CHAPTER 4. ZONING REGULATIONS

ARTICLE 2: ZONING DISTRICTS

DIVISION 6: BUILDING TYPE STANDARDS

Section 4.4.6.1 Accessory Dwelling Unit

#16

LOT	
Width	Set by District (A)
Area	Set by District
Lot coverage	Set by District
BUILDING ELEMENTS ALLOWED	
Front Porch	Section 4.3.5.11
Stoop	Section 4.3.5.12
Balcony	Section 4.3.5.13

HEIGHT AND MASSING	
Principle Structure Height	Set by District
Accessory Structure Height	Set by District (B)
Building Footprint	1/2 the principle building (1,000 sq ft. max.)
BUILDING SETBACKS	(C)
Principle Building Setbacks	Set by District
Accessory Structure Setbacks	Set by District
VEHICLE ACCESS AND PARKING	
Parking Requirements	1 Additional Space
Parking Location	~~Third Layer~~ Second Layer, Third Layer

Housing Task Force Recommendations (cont.)

#17

CHAPTER 7. SUPPLEMENTAL DEVELOPMENT STANDARDS

ARTICLE 6: MANUFACTURED HOME AND TINY HOME VILLAGE

DIVISION 1: REGULATIONS AND REQUIREMENTS

Section 7.6.1.1 Jurisdiction

This Article is applicable to the City limits and the Extraterritorial Jurisdiction of the City.

Section 7.6.1.2 Site Design Requirements

A. Site Requirements. Any Manufactured Home Park or Tiny Home Village Constructed or Developed after the effective date of this development Code and for any extension or Addition to any existing or Manufactured Home Park shall comply with the following Site requirements:
   1. Location. A Manufactured Home Park or Tiny Home Village within the City limits shall be located only on a site within the Manufactured Home (MH) District.
   2. Minimum Requirements. Each Manufactured Home Park or Tiny Home Village within the City limits shall comply with all applicable standards and requirements of the MH Zoning District. Each Manufactured Home Park or Tiny Home Village within the City's Extraterritorial Jurisdiction shall comply with all standards and requirements as if it were within the City limits and zoned within the MH District.
      a. Soil and Ground Cover. Exposed ground surfaces in all parts of every Manufactured Home Park shall be paved, covered with stone or other solid material, or protected with a vegetative growth that is capable of preventing soil erosion and of eliminating dust.
      b. Drainage. The ground surface in all parts of a Manufactured Home Park shall be graded and equipped to drain all surface water away from pad sites.

Section 7.6.1.3 Access and Traffic Circulation and Parking

A. Block Perimeter. Manufactured home parks, ~~and~~ recreational vehicle parks, and Tiny Home Villages shall meet the block perimeter requirements in Section 3.6.2.1.
B. Internal Streets and Signage. Internal Streets, no-parking-area Signs, and Thoroughfare name Signs in a Manufactured Home Park or Tiny Home Village shall be privately owned, built and maintained. Streets shall be designed for safe and convenient access to all spaces and to facilities for common use of the park's residents. Internal Streets shall be kept open and free of obstruction in order that police and fire vehicles may have access to any areas of the Manufactured Home Park or Tiny Home Village.
C. Signs Prohibiting Parking Required. On all sections of Internal Streets on which parking is prohibited under this Article, the owner or agent shall Erect metal "no parking" Signs; type, size, height and location shall be approved by the Director of Public Services prior to installation.
D. Internal Street Construction and Maintenance. All Internal Streets shall be constructed and maintained by the owner or agent. All Internal Streets shall be free of cracks, holes and other hazards. Internal Streets shall be constructed on hard-surfaced, all-weather material and shall be approved by the Director of Public Services.
E. Access to Each Home or Space. An Internal Street or Common Access Route shall be provided to each Mobile Home, ~~or~~ Manufactured Home, or Tiny Home space. This Internal Street or Common Access Route shall have a minimum width of 30 feet if off-street parking is provided in the ratio of two parking spaces for each Manufactured Home Park or Tiny Home Village space. The Internal Street shall be continuous and connect with other Internal Streets or with a public Thoroughfare or shall be provided with a cul-de-sac having a minimum diameter of 95 feet.
F. Minimum Parking Requirement. Two spaces are required for each manufactured home site or Tiny Home site in accordance with the requirements for residential single family dwellings under Section 7.1.2.1.
G. Parking Space Construction. Parking Spaces shall be hard-surfaced with all-weather material, located to eliminate interference with access to Parking Lots and Parking Areas provided for other Mobile Homes, ~~or~~ Manufactured Homes, or Tiny Homes and for public parking in the Manufactured Home Park or Tiny Home Village.
H. Unobstructed Access. Internal Streets shall permit unobstructed access to within at least 200 feet of any portion of each Mobile Home ~~or~~, Manufactured Home or Tiny Home. Speed bumps constructed to maintain safe speed of vehicles moving within the Manufactured Home Park or Tiny Home Village shall not be considered as obstructions. Speed bumps are to be constructed at four to one inclination, not to exceed four inches in height. Speed bumps shall be painted with fluorescent paint.

#17

I. Intersections with Public Thoroughfares. Interior Streets shall intersect Adjoining public Thoroughfares at approximately 90 degrees with a curb line radius of 20 feet at a location which shall eliminate or minimize interference with traffic on those public Thoroughfares.

J. Common Area Parking Area Required. A minimum Parking Area of 150 square feet per Mobile Home ~~or~~ Manufactured Home, or Tiny Home space shall be provided in a common area for storage of boats or vehicles in excess of two per Mobile Home ~~or~~ Manufactured Home, or Tiny Home space and for visitors' vehicles to minimize on-street parking and to facilitate movement of emergency vehicles into and through the park.

Section 7.6.1.4 Section 7.4.1.4 Street Lighting

Street lighting within the Manufactured Home Park or Tiny Home Village shall be provided by the Developer along Internal Streets. Light standards shall have a height and spacing to ensure that an average illumination level of not less than two-tenths foot-candles shall be maintained.

Section 7.6.1.5 Fire Safety Standards

A. Storage and Handling of Liquefied Petroleum Gases. In Manufactured Home Parks or Tiny Home Villages in which liquefied petroleum gases are stored and dispensed, their handling and storage shall comply with requirements of the City plumbing and fire codes as applicable.

B. Storage and Handling of Flammable Liquids. In Manufactured Home Parks or Tiny Home Villages in which gasoline, fuel, oil or other flammable liquids are stored or dispensed, their handling and storage shall comply with the City fire code.

C. Access for Fire Fighting. Approaches to all Mobile Homes ~~and~~ Manufactured Homes, and Tiny Homes shall be kept clear for fire fighting.

D. Fire Fighting Instruction. The Manufactured Home Park or Tiny Home Village owner or agent shall be responsible for instructing the owner's staff in the use of the park's fire protection equipment and in their specific duties if a fire occurs.

E. Water Supply Facilities for Fire Department Operation. The Manufactured Home Park or Tiny Home Village owner shall provide standard City fire hydrants located within 500 feet of all Mobile Home ~~or~~ Manufactured Home, or Tiny Home spaces, measured along the driveways or Internal Streets.

F. Rubbish Disposal. The Manufactured Home Park or Tiny Home Village owner or agent shall provide an adequate system of collection and safe disposal of rubbish, approved by the Planning Director.

G. Removal of Dry Brush, Leaves and Weeds. The Manufactured Home Park owner or agent shall be responsible for maintaining the entire area of the Manufactured Home Park free of dry brush, leaves and weeds.

Section 7.6.1.6 Recreational Area

All Manufactured Home Parks and Tiny Home Villages shall have a recreational area amounting to five percent total area of the Manufactured Home Park or Tiny Home Village.

Section 7.6.1.7 Water Supply

A. Required. An accessible, adequate, safe and potable supply of water shall be provided in each Manufactured Home Park or Tiny Home Village. Connection shall be made to the public supply of water. The public supply shall be adequate both for domestic requirements and for fire fighting requirements established by the City.

B. Water Distribution System.

1. The water supply system of the Manufactured Home Park or Tiny Home Village shall be connected by pipes to all Mobile Homes, Manufactured Homes, Tiny Homes, Buildings and other facilities requiring water.
2. All water piping, fixtures and other equipment shall be constructed and maintained in accordance with State and City regulations and requirements.

C. Individual Connections. Individual connections shall be in accordance with requirements of the City Plumbing Code, as applicable.

Section 7.6.1.8 Sewage Disposal

A. Requirements. For sewage disposal in a Manufactured Home Park or Tiny Home Village, the following shall apply:

1. Approval required. Prior to Construction or development, all proposed sewage disposal facilities shall be approved by the Environmental Health Department and Director of Water and Wastewater. The use of septic tanks for the disposal of sewage shall not be approved except when City Wastewater Facilities are not available.
2. Wastewater Lines. All Wastewater lines shall be in accordance with the City Plumbing Code, as applicable.
3. Individual Wastewater and Water Connections.
   a. All materials used for Wastewater connections shall be in accordance with City Plumbing Code, as applicable.
   b. Provision shall be made for plugging the Wastewater riser when no Mobile Home or Manufactured Home occupies the space. Surface Drainage shall be diverted away from the riser.

Section 7.6.1.9 Electrical and Telephone Distribution System

All electrical wiring in the Manufactured Home Park or Tiny Home Village shall be in accordance with the electrical code as amended and the requirements of the electric utility provider. All telephone lines in a Manufactured Home Park or Tiny Home Village shall be installed underground.

Section 7.6.1.10 Service Buildings and Other Community Service Facilities

#17

A. Applicability. This Division 1 shall apply additionally to service Buildings, recreation Buildings and other community service facilities in a Manufactured Home Park or Tiny Home Village, including without limitation:
   1. Management Offices, Repair shops and storage areas;
   2. Sanitary facilities;
   3. Laundry facilities;
   4. Indoor recreation areas; and
   5. Commercial Uses supplying essential goods or services for the benefit and convenience of park occupants.

B. Barbecue Pits, Fireplaces, Stoves and Incinerators. Cooking shelters, barbecue pits, fireplaces, wood-burning stoves and incinerators shall be located, constructed, maintained and used so as to minimize fire hazards and smoke nuisance, both on the property on which it is used and on neighboring property. No open fire shall be permitted except in facilities provided. No open fire shall be left unattended. No fuel shall be used and no material burned which emits dense smoke or objectionable odors.

Section 7.6.1.11 Fuel Supply and Storage

Liquefied petroleum gas systems shall be installed only if an available natural gas system is more than 1,000 feet from the Manufactured Home Park or Tiny Home Village. The liquefied petroleum gas systems shall be maintained in accordance with applicable codes of the City governing these systems and regulations of the State Railroad Commission pertaining thereto.

Section 7.6.1.12 Register of Occupancy

A. Maintenance of a Register. The owner or agent of a Manufactured Home Park or Tiny Home Village shall maintain a register of park occupancy which shall contain the following information:
   1. Name and park address of Manufactured Home Park or Tiny Home Village residents.
   2. Dates of arrival and departure.

Section 7.6.1.13 Skirting Required; Maintenance of Additions

Skirting shall be required for each Mobile Home or Manufactured Home in a Manufactured Home Park. Skirting and other Additions, when installed, shall be maintained in good repair.

CHAPTER 7. DEFINITIONS

ARTICLE 1: DEFINED TERMS

Tiny Home: a dwelling unit that is 400 square feet or less in floor area excluding lofts. Tiny Home and Tiny House shall have the same meaning.

Tiny Home Village: a lot where multiple tiny homes are situated on individual spaces in accordance with Section 7.6.1.

Section 5.1.1.2 Land Use Matrix

Types of Land Use	Conventional Residential				Neighborhood Density Districts					Character districts						Special Districts					Use Standards
	FD	SF-R	SF-6	SF-4.5	ND-3	ND-3.2	ND-3.5	ND-4	N-CM	CD-1	CD-2	CD-3	CD-4	CD-5	CD-5D	HC	LI	HI	MH	EC	
Single Family Detached / Tiny Home	P	L	L	L	L	L	L	L	--	--	P	P	P	--	--	--	--	--	P	--	Section 5.1.4.1
Manufactured Home	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	Section 5.1.4.1
Mobile Home Community / Manufactured Home Park / Tiny Home Village	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	P	--	Section 5.1.4.1

Additional Amendments Identified by Staff

CHAPTER 2. DEVELOPMENT PROCEDURES

ARTICLE 3: UNIVERSAL PROCEDURES

DIVISION 1: APPLICATION PROCESSING

Section 2.3.1.1 Application Processing

This Article 3 is applicable to all applications required or submitted pursuant to this development code. Applications, petitions and requests initiated by the City Council, any city board or commission or city staff, however, are exempt from the requirements below except for the requirements pertaining to neighborhood presentations under subsections E, F and G of Division 1.

E. Pre-Development Meeting. An applicant is ~~encouraged~~ required to request a pre-development meeting with the Responsible Official prior to filing an application. The Responsible Official shall have the authority to waive the pre-development meeting, if such application does not warrant a meeting, or if alternative measures have been taken to address concerns and/or questions that may arise out of the application. No application shall be accepted for filing at a pre-development meeting. A pre-development meeting ~~is voluntary, and thus doesn't~~ does not trigger any grandfathering or vested rights or commence a review period.

#18

ARTICLE 4: GENERAL LEGISLATIVE PROCEDURES

DIVISION 1: DEVELOPMENT CODE TEXT AMENDMENTS

Section 2.4.1.2 Application Requirements

A. An application for a text amendment to the Development Code shall be submitted in accordance with the universal application procedures in Section 2.3.1.1.

#19

B. An application for a text amendment requires initial authorization by the City Council.

C. Text amendments initiated, requested, or directed by City Council do not require initial authorization.

~~C~~D. The City Council shall consider the initial authorization of a text amendment and may reject the petition or direct further consideration of the application for text amendment in accordance with Section 2.4.1.3.

~~D~~E. Except for amendments initiated on behalf of the City Council, the application to amend the text of this Development Code shall state with particularity the nature of the amendment and the reason for the amendment.

~~E~~F. The City Council may establish rules governing times for submission and consideration of text amendments.

ARTICLE 5: ZONING PROCEDURES

DIVISION 1: APPLICATION FOR ZONING MAP AMENDMENT

Section 2.5.1.3 Approval Process

B. Planning and Zoning Commission Action.

#20

1. The Planning and Zoning Commission shall hold a public hearing on the application in accordance with Section 2.3.3.1.
2. The Planning and Zoning Commission shall make a recommendation regarding the application for a zoning map amendment to the City Council.
3. The Planning and Zoning Commission may recommend approval or denial of the application for a zoning map amendment o,r subject to consent of the owner, such other less intense zoning district classification.

C. City Council Action

1. The City Council shall consider an application for a zoning map amendment at its public hearing no sooner than seven days after the date of the Planning and Zoning Commission's recommendation.
2. The City Council should consider the criteria in Section 2.5.1.4 and may vote to approve or deny the specific proposed zoning map amendment or, subject to consent of the owner, such other less intense zoning district classification.

Section 2.5.1.3 Approval Process

D. Determination of Intensity

1. For the purpose of determining a less intense zoning classification under subsections B.3 and C.2, the following Table 2.3 shall determine intensity of zoning districts in the order listed with Character District 1 (CD-1) being the least intense and Heavy Industrial (HI) being the most intense. Future Development (FD) is a default zoning classification available only upon annexation and may not be recommended or approved as a less intense zoning district in connection with an initial request for a more intense zoning district classification.

TABLE 2.3

Character District 1	CD-1
Character District 2	CD-2
Single Family Rural	SF-R
Single Family 6	SF-6
Single Family 4.5	SF-4.5
Character District 2.5	CD-2.5
Manufactured Home	MH
Neighborhood Density 3	ND-3
Character District 3	CD-3
Neighborhood Density 3.2	ND-3.2
Neighborhood Density 3.5	ND-3.5
Neighborhood Density 4	ND-4
Character District 4	CD-4
Neighborhood Commercial	N-CM
Character District 5	CD-5
Character District 5 Downtown	CD-5D
Employment Center	EC
Heavy Commercial	HC
Light Industrial	LI
Heavy Industrial	HI

DIVISION 5: CERTIFICATES OF APPROPRIATENESS

Section 2.5.5.5 Appeals

#21

A. General Procedure. An applicant or other interested person within the four-hundred foot (400') personal notification area may appeal a final decision of the Historic Preservation Commission on an application for a certificate of appropriateness to the Zoning Board of Adjustments within ten days of the Historic Preservation Commission's action on the application, except for appeals pertaining to property owned by the City of San Marcos. Appeals pertaining to property owned by the City of San Marcos shall be made to the City Council within ten days of the Historic Preservation Commission's action on the application. The ~~Zoning Board of Adjustments~~ appellate body shall decide the appeal in accordance with Section 2.8.1.1.

B. Supplemental Procedure. In considering the appeal, the ~~Zoning Board of Adjustments~~ appellate body shall:
   1. Review the record of the proceeding from which an appeal is sought;
   2. Receive an overview of the case from the Responsible Official, including previous recommendations from city staff and the decision of the Historic Preservation Commission;
   3. Hear arguments from the party appealing the decision of the Historic Preservation Commission; and
   4. Remand the matter back to the Historic Preservation Commission when relevant testimony and newly-acquired evidence is presented that was not previously presented at the time of the hearing before the Historic Preservation Commission.

C. Criteria on Appeal.
   1. The ~~Zoning Board of Adjustments~~ appellate body shall apply the substantial evidence test as established under Texas law to the decision of the Historic Preservation Commission;
   2. The burden of proof before the ~~Zoning Board of Adjustments~~ appellate body shall be on the appealing party, who must establish that the record reflects the lack of substantial evidence in support of the decision of the Historic Preservation Commission;
   3. The ~~Zoning Board of Adjustments~~ appellate body may not substitute its judgment for the judgment of the Historic Preservation Commission on the weight of the evidence ~~on issues committed to the Planning and Zoning Commission's discretion.~~

CHAPTER 3. SUBDIVISIONS

ARTICLE 2: PLAT APPLICATIONS

DIVISION 1: SUBDIVISION CONCEPT PLAT

Section 3.2.1.1 Purpose, Applicability, and Effect

#22

A. Purpose. The purpose of a subdivision concept plat shall be to delineate the sequence and timing of development within a proposed subdivision, where the tract to be developed is part of a larger parcel of land owned or controlled by the applicant, in order to determine compliance with the Comprehensive Plan and the availability and capacity of public improvements needed for the subdivision and the larger parcel.

B. Applicability. Approval of a subdivision concept plat must be obtained for any division of land where:
   1. The proposed development is to occur in phases and
   2. The tract to be subdivided is twenty (20) or more acres

C. Exceptions. A Concept Plat is not required where the subdivider elects to submit a Preliminary Subdivision Plat.

D. If the land subject to the subdivision concept plat is part of a larger parcel, the remaining land shall be shown as a remainder tract, but shall not be included within the official boundaries of the subdivision concept plat.

E. A subdivision concept plat application may be approved concurrently under the administrative regulating plan process for a Planning Area district in accordance with Section 4.4.3.7.

F. Effect. Approval of a subdivision concept plat authorizes:
   1. Subsequent subdivision applications.
   2. That all plats approved thereafter for the same land shall be consistent with the subdivision concept plat for so long as the subdivision concept plat remains in effect.

ARTICLE 6: BLOCKS, LOTS, ACCESS

DIVISION 2: BLOCKS

Section 3.6.2.1. Block Perimeter

#23

Block Perimeters

Zoning District	Block Perimeter (max)	Dead-End Street (Max)
FD, CD-1, CD-2	N/A	500 Ft.
SF-6, ND-3, SF-R, SF-4.5	3,000 Ft.	300 Ft.
ND-3.5, ND-4, CD-3	2,800 Ft.	250 Ft.
CD-4	2,400 Ft.	200 Ft.
CD-5, CD-5D	2000 Ft.	Not Allowed
EC, HC, HI, LI, ETJ	5,000 Ft.	400 Ft.
Legacy Districts ~~and ETJ~~	3,000 Ft.	300 Ft.

C. Block Measurement

1. A block is bounded by a public right-of-way, not including an alley. All public rights-of-way proposed in order to meet the block standards must be improved with a street.
2. Block perimeter is measured along the edge of the property adjoining the public right-of-way, except for the measurement of dead-end streets, which are measured from intersecting centerlines.
3. The maximum block perimeter may be extended by fifty (50%) percent where the block includes a pedestrian passage, shared street, or an alley in accordance with Section 3.7.2.6 that connects the two (2) streets on opposing block faces. Pedestrian passages and alleys may connect dead-end streets.
4. A block may be broken by a civic building or open lot, provided the lot is at least fifty (50) feet wide and deep and provides a pedestrian passage meeting the requirements of Section 3.7.2.6 that directly connects the two (2) streets on each block face.
5. Within a single phase of any subdivision or development, individual block perimeters may exceed the maximum by twenty five (25%) percent provided that the average of all block perimeters in the phase does not exceed the maximum.
6. The Responsible Official may waive the block perimeter requirements or maximum dead-end street length consistent with Section 3.6.2.1 when steep slopes in excess of twenty five (25%) percent, freeways, waterways, railroad lines, preexisting development, tree conservation areas, stream buffers, cemeteries, open space or easements would make the provision of a complete block infeasible or does not advance the intent of this Article.
7. Where the block pattern is interrupted by a natural obstruction or public parkland, including greenways, that is open and accessible to the public, pedestrian access points shall be provided with a minimum spacing equal to one half (½) of the maximum block perimeter.

#24

8. A larger block perimeter may be permitted for HI zoned lots with a building that exceed 200,000 square feet. The block perimeter shall not exceed the lot area required to meet parking and landscaping provisions for the individual structure.

#25

B. Neighborhood Street; Limited Parking

DESCRIPTION

A local thoroughfare of low speed and capacity.

GENERAL		
Right of Way	54' min	A
Design Speed	20-25 mph	
Walkway	Sidewalk	
Bikeway	Shared Travel Lane	
Parking	Parallel	
Planting	Tree Lawn	

TRAVELWAY		
Pavement Width	~~28'~~ 30'	B
~~Travel Lane~~	~~10'~~	~~C~~
Parking Lane	8'	D
STREETSCAPE		
Planter	7' min	E
Tree Spacing	35' o.c. avg	
Sidewalk	5' min	F

Interior Travel Lane	10'
Curb Lane Width	12'

B. Shared Street

DESCRIPTION

Very low traffic volume street used as a mid-block crossing in certain circumstances where the block length may be extended and characterized by 1-3 story mixed use buildings.

GENERAL		
Right of Way	30' min ,53' max	A
Motorist Operating Speed	10 mph	
Walkway	Shared Right of Way	
Bikeway	Shared Right of Way	
Parking	Parallel (alternating)	
Planting	Planters (alternating)	

TRAVELWAY		
Pavement Width	30'	B
Travel Lane	10'	C
Parking Lane	10'	D
STREETSCAPE		
Optional Streetscape	~~6'~~ 11.5'	E

E. Rear Alley and Lane

DESCRIPTION

A vehicular drive located to the rear of lots providing access to service areas, parking, or accessory structures, and containing utility easements.

GENERAL	RESIDENTIAL	
Right of Way	20' min	A
Walkway	Shared Alley	
Bikeway	Shared Alley	
Parking	N/A	
Planting	N/A	
Pavement Width	~~16' min~~ 15' min	B

DESCRIPTION

A vehicular drive located to the rear of lots providing access to service areas, parking, or accessory structures, and containing utility easements.

GENERAL	COMMERCIAL	
Right of Way	24' min	A
Walkway	Shared Alley	
Bikeway	Shared Alley	
Parking	N/A	
Planting	N/A	
Pavement Width	24' min	B

#26 AMENDMENT #26 WAS REMOVED

CHAPTER 4. ZONING REGULATIONS

#27

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.

House:

A ~~medium to large~~ detached ~~single family~~ structure that incorporates one unit. 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.~~

Section 4.4.1.3 Single Family-6

LOT		
BUILDING TYPE	**LOT AREA**	**LOT WIDTH**
House	6,000 sq. ft. min.	50 ft min.
~~Cottage~~	~~6,000 sq. ft. min.~~	~~50 ft min.~~
Civic	6,000 sq. ft. min.	50 ft. min.

Section 4.4.3.3 Character District-3

LOT		
BUILDING TYPE	**LOT AREA**	**LOT WIDTH**
~~House~~	~~5,000 sq. ft. min.~~	~~50 ft. min.~~
~~Cottage~~ House	4,000 sq. ft. min.	40 ft. min.
Cottage Court	1,200 sq. ft. min.	20 ft. min.
Duplex	4,000 sq. ft. min.	40 ft. min.
Zero Lot Line House	3,500 sq. ft. min.	30 ft. min.
Civic Building	5,000 sq. ft. min.	50 ft. min.

San Marcos Design Manual

#28

APPENDIX C-HISTORIC DISTRICT GUIDELINES

ARTICLE 5: STANDARDS FOR GUIDELINES FOR SUSTAINABILITY

Section C.5.1.1 Purpose

A. Before implementing any energy conservation measures to enhance the sustainability of a historic building, the existing energy-efficient characteristics of the building should be assessed. The key to a successful rehabilitation project is to identify and understand any lost original and existing energy-efficient aspects of the historic building, as well as to identify and understand its character-defining features to ensure they are preserved. The most sustainable building may be one that already exists. Thus, good preservation practice is often synonymous with sustainability. There are numerous treatments—traditional as well as new technological innovations—that may be used to upgrade a historic building to help it operate even more efficiently. Whether a historic building is rehabilitated for a new or a continuing use, it is important to utilize the building's inherently-sustainable qualities as they were intended. It is equally important that they function effectively together with any new measures undertaken to further improve energy efficiency. The following guidelines offer specific guidance on how to make historic buildings more sustainable in a manner that will preserve their historic character.

Section C.5.1.2~~1~~ Introduction

Developer Request

CHAPTER 5. USE REGULATIONS

#29

ARTICLE 1: ALLOWABLE USES

DIVISION 5: COMMERCIAL

Section 5.1.5.9 Special Event Facility

A. Defined. A facility or hall available for special events with indoor and outdoor space that accommodates private functions such as weddings, quinceanera, and similar celebrations.

B. Use Standards. Where a special event facility is allowed as a conditional use, it may be permitted by the Planning and Zoning Commission subject to Section 2.8.3.1, and the standards below.

1. Minimum parcel size. No event center shall be located on a site of less than five acres.
2. Transitional Protective Yard. A type D transitional protective yard as per Table 7.8 of the Development Code is required in all instances, along the entire perimeter of the property.
3. The permit holder shall not be permitted to hold a TABC license.
4. A site plan illustrating, where appropriate: location, square footage and height of existing and proposed structures, landscaping or fencing, setbacks, parking, ingress & egress, signs, etc., shall be required and approved at the time of the Conditional Use Permit
5. A floor plan(s) illustrating fire exits, doors, rooms, indoor & outdoor seating, kitchen, bar, restrooms, fire exits, etc., shall be required and approved at the time of the Conditional Use Permit.
6. All uses of property shall comply with Section 7.4.2.1 of this Development Code.
7. A parking buffer in accordance with Section 7.1.4.4 shall be required in all instances.
8. The single-family preservation buffer shall be calculated in accordance with Section 4.1.2.5.D. An affirmative vote of six members of the Planning and Zoning Commission and five members of the City Council will be required to approve the request in instances where the single-family preservation buffer calculated in accordance with Section 4.1.2.5.D results in 50% or more single family zoning.

Section 5.1.1.2 Land Use Matrix

Types of Land Use	Conventional Residential				Neighborhood Density Districts					Character districts						Special Districts					Use Standards
	FD	SF-R	SF-6	SF-4.5	ND-3	ND-3.2	ND-3.5	ND-4	N-CM	CD-1	CD-2	CD-3	CD-4	CD-5	CD-5D	HC	LI	HI	MH	EC	
Special Event Facility	C	C	--	--	--	--	--	--	C	--	C	--	--	--	--	--	--	--	--	--	Section 5.1.5.9

Section 9.3.1.2 Land Use Matrix

Amusement and Recreational Uses	AR	SF-11	D	DR	TH	PHZL	MF12	MF18	MF24	MR	MU	VMU	P	NC	OP	CC	GC
Special Event Facility																	C

TABLE 7.1 GENERAL MINIMUM PARKING REQUIREMENTS

Use	Minimum Parking	Bicycle Parking
Commercial		
Special Event Facility	1 space per 200 sf indoor and outdoor space	None

Expedited Policy Amendments

#30

CHAPTER 4. ZONING REGULATIONS

ARTICLE 4: ZONING DISTRICTS

DIVISION 2: NEIGHBORHOOD DENSITY DISTRICTS

SECTION 4.4.2.2 NEIGHBORHOOD DENSITY-3.2

GENERAL DESCRIPTION The ND-3.2 district is proposed to accommodate single-family detached houses and encourage opportunities for home ownership. Additional building types and relatively smaller lot sizes are allowed that accommodate affordable alternatives for home ownership. ND-3.2 could be applied in areas where the land use pattern is single-family or two-family with some mixture in housing types. Uses that would interfere with the residential nature of the district are not allowed.

DENSITY

Units per Gross Acre	12 max
Impervious cover	65% max
Occupancy Restrictions	5.1.4.1

TRANSPORTATION

Block Perimeter	2,800 ft. max	Section 3.6.2.1
Streetscape Style	Residential Conventional	Section 3.8.1.10 Section 3.8.1.7

BUILDING TYPES ALLOWED

Building Type	
Accessory Dwelling	Section 4.4.6.1
House	Section 4.4.6.2
Zero Lot Line House-(Detached Only)	Section 4.4.6.6
Civic	Section 4.4.6.15

BUILDING STANDARDS

Principle Building Height	2 stories max.	35 ft. max
Accessory Structure Height	N/A	24 ft max
Building Width	60 ft max	

SETBACKS-PRINCIPAL BUILDING

Principal Street	15 ft. min or Avg front setback (Section 4.4.2.5
Secondary Street	15 ft. min.
Side	5 ft. min.
Rear	15 ft. min
Rear, abutting alley	5 ft. min

LOT

BUILDING TYPE	LOT AREA	LOT WIDTH
House	4,500 sq. ft min	40 ft. min.
Zero Lot Line House	2,500 sq. ft. min	25 ft. min.
Civic	4,500 sq. ft. min	50 ft. min.

SETBACKS-ACCESSORY STRUCTURE

Primary Street	20 ft. min.
Secondary Street	15 ft. min.
Side	5 ft. min.
Rear	3 ft. min.

PARKING LOCATION

LAYER (SECTION 4.3.3.1)	SURFACE	GARAGE
First Layer	Not Allowed	Not Allowed
Second Layer	Allowed	Section 7.1.4.1
Third Layer	Allowed	Section 7.1.4.1

CHAPTER 2. DEVELOPMENT PROCEDURES

ARTICLE 4: GENERAL LEGISLATIVE PROCEDURES

DIVISION 2: COMPREHENSIVE PLAN MAP AMENDMENTS

Section 2.4.2.3 Approval Process

#31

B. Planning and Zoning Commission Action.

1. The Planning and Zoning Commission shall hold a public hearing on the application in accordance Section 2.3.3.1.
2. The Planning and Zoning Commission shall make a recommendation regarding the proposed Comprehensive Plan amendment(s) to the City Council. The Planning and Zoning Commission may recommend approval, approval with conditions, or denial of the application for a Comprehensive Plan amendment.
3. A recommendation for approval from the Planning and Zoning Commission requires an affirmative vote of six (6) members of the Planning and Zoning Commission.

C. City Council Action.

1. Before taking final action on a proposed Comprehensive Plan amendment, the City Council shall hold two (2) public hearings where they may consider the recommendations of the Planning Commission, Responsible Official and any comments made during the public hearings.
2. The Council may review the application in light of the criteria in Section 2.4.2.4.
3. An application for a Comprehensive Plan amendment is subject to a super majority vote of the City Council when applicable in accordance with Section 2.2.4.2.
4. The approval of a Comprehensive Plan amendment requires an affirmative vote of five (5) members of the City Council.
5. After the public hearing is closed, the Council may approve, reject or modify the requested amendments by adoption of an ordinance.

#32

CHAPTER 4. ZONING REGULATIONS

ARTICLE 1: GENERAL PROVISIONS AND ESTABLISHMENT OF DISTRICTS

DIVISION 1: PURPOSE AND INTENT

Section 4.1.1.6 Comprehensive Plan Preferred Scenario

Table 4.1 Comprehensive Plan/District Translation

District Classification	Comprehensive Plan Designation					
	Open Space/Ag	Low Intensity	Existing Neighborhood	Medium or High Intensity	Employment Center	~~Corridor~~
Conventional Residential	NP	NP	C	~~–~~PSA	~~–~~PSA	~~–~~
Neighborhood Density Districts	NP	NP	See Section 4.1.2.4-4.1.2.5	NP	NP	~~C~~
Character Districts	NP	~~C~~ See Section 4.1.2.6	~~–~~PSA	C	NP	~~C~~
Special Districts	~~–~~PSA	NP	~~NP~~ PSA	NP	C	~~C~~

#32

CHAPTER 2. DEVELOPMENT PROCEDURES

STAFF PROPOSAL #7 UNDER AMENDMENT #32 WAS REMOVED

CHAPTER 4. ZONING REGULATIONS

ARTICLE 1: GENERAL PROVISIONS AND ESTABLISHMENT OF DISTRICTS

DIVISION 2: DISTRICTS ESTABLISHED

Section 4.1.2.5 Compatibility of Uses and Density (Neighborhood Density Districts)

A. Policy. It is the policy of the City Council, through exercising its zoning authority, to:

1. Help prevent the impacts of high density uses on low density areas;
2. Limit changes in neighborhood density categories unless directed by a small area plan or neighborhood character study;
3. Encourage more opportunities for home ownership; and
4. Ensure a diversity of housing to serve citizens with varying needs and interests.

B. Small Area Plan. An adopted small area plan or neighborhood character study for the area surrounding a subject property is required in addition to ~~supersedes~~ the analysis in Table 4.4~~5~~ and the single family preservation buffer in this Section 4.1.2.5.

C. Existing Neighborhood Regulating Plan. An existing neighborhood regulating plan is required to accompany any property owner requested zoning change to a Neighborhood Density District.

D. Single Family Preservation Buffer. The purpose of the single family preservation buffer is to preserve SF-R, SF-6, and SF4.5 zoning districts in existing neighborhood areas on the comprehensive plan map where these zoning districts make up the predominant land use pattern for an area in close proximity.

~~F. Neighborhood Density Categories. Neighborhood density categories are described in the table below.~~

~~Table 4.4 NEIGHBORHOOD DENSITY CATEGORIES~~

~~Neighborhood Density categories~~	~~Neighborhood Density Districts~~	~~Conventional, special, and legacy districts~~
~~Low Density~~	~~ND3~~	~~FD, AR, SF-R, MR, SF-6, SF4.5, DR, D, PH-ZL, P~~
~~Medium Density~~	~~ND3.5~~	~~TH, MF-12, P~~
~~High Density~~	~~ND4~~	~~MU, MF-18, MF-24, P~~
~~Commercial / Mixed Use~~	~~N-MS~~	~~OP, NC, CC, GC, HC, LI, HI, MH, VMU, P~~

~~1. A neighborhood density category is determined based on the existing zoning of the subject property.~~

#32

~~G~~F. Neighborhood Density District/Existing Zoning Translation Table. Zoning map amendments to a neighborhood density district shall be consistent with the Comprehensive Plan and the policy and criteria established in this development code.

1. Consider (C). Where the table indicates Consider (C), the request shall be considered based on:
   a. Zoning criteria in Section 2.5.1.4 and compatibility of uses and density in this Section 4.1.2.5.
   b. Surrounding zoning districts illustrated in the single family protection buffer analysis described in this Section 4.1.2.5
2. Not Preferred (NP). Where the table indicates that a request is Not Preferred (NP) the request is seeking to change the density category and is subject to additional scrutiny based on:
   a. Zoning criteria in Section 2.5.1.4 and compatibility of uses and density in this Section 4.1.2.5.
   b. Surrounding zoning districts illustrated in the single family protection buffer analysis described in this Section 4.1.2.5;
   c. Existing use of the subject property; and
   d. Surrounding land use pattern.
3. Not Preferred* (NP*). Where the table indicates a is not preferred with an asterisk the request is subject to both the criteria for a request that is not preferred and the following:
   a. An affirmative vote of six members of the Planning and Zoning Commission to recommend a zoning change request and five members of the City Council to approve the same request are required when the single family preservation buffer calculated in accordance with Section 4.1.2.5 results in 50% or more single family zoning; or

Table 4.4~~5~~ NEIGHBORHOOD DENSITY DISTRICT/EXISTING ZONING TRANSLATION TABLE

	~~Neighborhood Density Categories~~ Existing Zoning Districts			
	~~Low Density~~ FD, AR, SF-R, MR, SF-6, SF4.5, P ~~DR, D, PHZL~~	~~Medium Density~~ DR, D, PH-ZL, TH, MF-12, P	~~High density~~ MU, MF-18, MF-24, P	~~Commercial/ Mixed Use~~ OP, NC, CC, GC, HC, LI, HI, MH, VMU, P
ND-3	C	~~C~~ NP	NP*	NP*
ND-3.2	NP	C	NP*	NP*
ND-3.5	NP*	C	C	NP*
ND-4	NP*	NP	C	NP
N-CM	NP*	NP*	~~C~~ NP	C
Legend:				
C =	Consider			
NP =	Not Preferred			
* =	50% or more single family requires additional votes of Planning Commission and City Council in accordance with Sec. 4.1.2.5(G)3a. above.			

#32

Section 4.1.2.6 Character Districts

A. Character districts are intended for infill development and new development in both high and medium intensity zones on the Preferred Scenario Map.

B. Character districts provide for higher density residential and commercial uses in well planned areas where utilities and infrastructure are designed and constructed to support intense development in a walkable and mixed use environment.

Table 4.5~~6~~ CHARACTER DISTRICTS

C. Character District/Existing Zoning Translation Table. Zoning map amendments to a character district , in a Low Intensity Area on the Preferred Scenario Map, shall be consistent with the Comprehensive Plan and the policy and criteria established in this development code.

1. Consider (C). Where the table indicates Consider (C), the request shall be considered based on:
   a. Zoning criteria in Section 2.5.1.4.
2. Not Preferred (NP). Where the table indicates that a request is Not Preferred (NP) the request is seeking to change the density category and is subject to additional scrutiny based on:
   a. Zoning criteria in Section 2.5.1.4;
   c. Existing use of the subject property; and
   d. Surrounding land use pattern.
3. Not Preferred* (NP*). Where the table indicates that a request is not preferred with an asterisk the request is subject to both the criteria for a request that is not preferred and the following:
   a. An affirmative vote of six members of the Planning and Zoning Commission to recommend a zoning change request and five members of the City Council to approve the same request are required.

Table 4.6 CHARACTER DISTRICT / EXISTING ZONING TRANSLATION TABLE

	Existing Zoning Districts			
	AR, SF-R, MR, SF-6, SF-4.5	FD, DR, D, PH-ZL, TH, MF-12, P	MU, MF-18, MF-24, P	OP, NC, CC, GC, HC, LI, HI, MH, VMU, P
CD-1	C	C	C	C
CD-2	C	NP	NP	NP*
CD-2.5	C	NP	NP	NP*
CD-3	NP	C	C	NP
CD-4	NP*	C	C	C
CD-5	PSA	NP*	C	C

ARTICLE 3: GENERAL TO ALL

DIVISION 5: ACTIVATION

Section 4.3.4.5 Residential Height Compatibility Standards

#33

A. Height Stepback. A maximum building height of thirty-five (35) feet shall apply to portions of a structure within seventy (70) feet of a single-family zoning designation (measured from the property line).

Section 4.3.4.6 ~~5~~ Additional Stories or Height

Section 4.3.5.17 Durable Building Material Area

A. Defined. Durable building material area means any portion of the exterior facade of the building that does not include windows, doors or other void areas.
B. Applicability.
   1. Primary and secondary durable building material standards are applied by district and building type.
   2. Prohibited materials are prohibited in any district or for any building type.
   3. Buildings in the municipal airport are exempted from durable building material standards.

#34

C. Intent. The intent of the durable building material area requirement is to promote quality design, aesthetic value, visual appeal and the use of durable materials. The City prefers the use of durable building materials identified in this section.

#35 **AMENDMENT #35 WAS REMOVED**

CHAPTER 7. SUPPLEMENTAL DEVELOPMENT STANDARDS

ARTICLE 1: PARKING

DIVISION 2: MINIMUM PARKING REQUIREMENTS

Section 7.1.2.1 Minimum Requirements and Standards

A. On-street public parking that is located directly adjacent to the property and meets all requirements for on-street parking in accordance with a street type containing dedicated and striped parking in Section 3.7.2.1 may be counted towards the minimum parking requirements in Section 7.1.2.1 or Section 7.1.2.2.

#36

   1. Exceptions. On-street public parking shall not be counted towards the minimum parking requirements in Section 7.1.2.1 or Section 7.1.2.2 in CD-5D zoning districts.

B. The table below includes minimum parking requirements for any proposed uses except those in the CD-4, CD-5, or CD-5D zoning districts.

Section 7.1.2.2 Mixed Use Parking Requirements

B. Specific to CD-5 and CD-5D

#37

~~1. The minimum parking requirements for properties with 10 or fewer units are exempt from the minimum parking requirements for residential.~~

1. The minimum parking requirements for properties with 5 units or fewer may be exempt from minimum parking requirements in Section 7.1.2.1 with the approval of a Conditional Use Permit by City Council upon recommendation by the Planning & Zoning Commission, in accordance with Section 2.8.3.1

#38.1

CHAPTER 4. ZONING REGULATIONS

ARTICLE 4: ZONING DISTRICTS

DIVISION 3: CHARACTER DISTRICTS

SECTION 4.4.3.3 CHARACTER DISTRICT-2.5

GENERAL DESCRIPTION The CD-2.5 district is proposed to accommodate single-family detached houses and encourage opportunities for home ownership. CD-2.5 could be applied in areas where the land use pattern is single-family or two-family with some mixture in housing types. Uses that would interfere with the residential nature of the district are not allowed.

DENSITY

Units per Gross Acre	8 max
Impervious cover	60% max
Occupancy Restrictions	5.1.4.1

TRANSPORTATION

Block Perimeter	2,800 ft. max	Section 3.6.2.1
Streetscape Style	Residential Conventional	Section 3.8.1.10 Section 3.8.1.7

BUILDING TYPES ALLOWED

Building Type	
Accessory Dwelling Unit	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.	35 ft. max
Accessory Structure Height	N/A	24 ft max

SETBACKS-PRINCIPAL BUILDING

Principal Street	15 ft. min.
Secondary Street	10 ft. min.
Side	5 ft. min.
Rear	15 ft. min
Rear, abutting alley	5 ft. min

LOT

BUILDING TYPE	LOT AREA	LOT WIDTH
House	4,500 sq. ft min	40 ft. min.
Civic	4,500 sq. ft. min	50 ft. min.

SETBACKS-ACCESSORY STRUCTURE

Primary Street	15 ft. min.
Secondary Street	10 ft. min.
Side	5 ft. min.
Rear	3 ft. min.

PARKING LOCATION

LAYER (SECTION 4.3.3.1)	SURFACE	GARAGE
First Layer	Not Allowed	Not Allowed
Second Layer	Allowed	Section 7.1.4.1
Third Layer	Allowed	Section 7.1.4.1

SECTION 4.4.3.6 CHARACTER DISTRICT-5 DOWNTOWN

LOT

BUILDING TYPE	LOT AREA	LOT WIDTH	A
Townhouse	1,500 sq. ft. min.	15 ft. min.	
Apartment	2,000 sq. ft. min.	20 ft. min.	340 ft. max.
Live/Work	1,100 sq. ft. min.	15 ft. min.	
Mixed Use Shopfront	2,000 sq. ft. min.	20 ft. min.	340 ft. max.
Civic Building	2,000 sq. ft. min.	20 ft. min.	

#38.2

Exhibit C- Windemere Ranch Request Letter

THE LAW OFFICE OF
JOHN McGLOTHLIN
Attorney at Law

January 16, 2020

Via Email

Andrea Villalobos
Senior Planner
Planning & Development Services
City of San Marcos
630 E. Hopkins
San Marcos, Texas 78666
E: *AVillalobos@sanmarcostx.gov*

Re: Windemere Ranch

Dear Ms. Villalobos:

I hereby request on behalf of my clients, Jason and Ashley Roberts, that the City of San Marcos establish a new use for an "Event Center". We discussed this potential new use and the efficacy thereof for my clients' property known as the Windemere Ranch on Post Road. Please let me know any manner in which I might expedite your work in establishing this new use and let me know if there are any additional documents either myself or clients need to sign or any meetings at which we would be helpful in shaping the use category to fit my clients' expressed plans for the property.

Very truly yours,

John W. McGlothlin

JWM/rr

CC: Bert Lumbreras *via email to blumbreras@sanmarcostx.gov*

133 W. San Antonio, Suite 400 • San Marcos, Texas 78666 • Phone: 512.392.7510 • Fax: 512.392.7520 • john@mcglothlinlaw.com

Exhibit D-
Resolution
2019-03RR

RECOMMENDATION RESOLUTION

Historic Preservation Commission

Recommendation Number: (2019-03RR): Recommending that a sustainability purpose section be added to Article 5, Standard Guidelines for Sustainability, of the Historic Design Guidelines.

WHEREAS, the City's Comprehensive Plan, "Vision San Marcos: A River Runs Through Us," recognizes that the citizens of San Marcos "are conscious of preserving our rich historical past and will pursue future cultural enrichment"; and

WHEREAS, toward that end, the City boasts seven locally designated historic districts and eight locally designated landmarks while other structures and sites have been recognized at the national and state levels for their historical or cultural significance;

WHEREAS, the City Council has created a Sustainability Committee to provide focus for the City on implementing more sustainable practices;

WHEREAS, the Historic Preservation Commission established sustainability guidelines within the Historic Design Guidelines in 2014 (Resolution 2014-92R) to assist property owners in more sustainable practices in maintaining historic properties; and

WHEREAS, to uphold the goals of the Comprehensive Plan, the goals of the City Council's Sustainability Committee, and to preserve the City's historical and cultural resources for future generations, the Historic Preservation Commission has explored including a purpose statement within Article 5 of the Historic Design Guidelines.

NOW, THEREFORE, BE IT RESOLVED that the Historic Preservation Commission recommends that the San Marcos City Council consider the initial authorization of a text amendment, per Section 2.4.1.2 of the San Marcos Development Code, to Article 5 of the Historic Design Guidelines to include a purpose statement regarding sustainability substantially in the form attached.

Date of Approval: December 5, 2019

Record of the vote:

Attest: _____
Griffin Spell, Chair, Historic Preservation Commission

Proposed Amendment

Article 5: standards for guidelines for sustainability

Section C.5.1.1 Purpose

A. Before implementing any energy conservation measures to enhance the sustainability of a historic building, the existing energy-efficient characteristics of the building should be assessed. The key to a successful rehabilitation project is to identify and understand any lost original and existing energy-efficient aspects of the historic building, as well as to identify and understand its character-defining features to ensure they are preserved. The most sustainable building may be one that already exists. Thus, good preservation practice is often synonymous with sustainability. There are numerous treatments—traditional as well as new technological innovations—that may be used to upgrade a historic building to help it operate even more efficiently. Whether a historic building is rehabilitated for a new or a continuing use, it is important to utilize the building's inherently-sustainable qualities as they were intended. It is equally important that they function effectively together with any new measures undertaken to further improve energy efficiency. The following guidelines offer specific guidance on how to make historic buildings more sustainable in a manner that will preserve their historic character.

Exibit E – Appendix Q of IRC

Appendix Q
Tiny Houses

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance

About this appendix: Appendix Q relaxes various requirements in the body of the code as they apply to houses that are 400 square feet in area or less. Attention is specifically paid to features such as compact stairs, including stair handrails and headroom, ladders, reduced ceiling heights in lofts and guard and emergency escape and rescue opening requirements at lofts.

Section AQ101
General

AQ101.1 Scope
This appendix shall be applicable to tiny houses used as single dwelling units. Tiny houses shall comply with this code except as otherwise stated in this appendix.

Section AQ102
Definitions

AQ102.1 General.
The following words and terms shall, for the purposes of this appendix, have the meaning shown herein. Refer to Chapter 2 of this code for general definitions.

Egress Roof Access Window. A skylight or roof window designed and installed to satisfy the emergency escape and rescue opening requirements of Section R310.2
Landing Platform. A landing provided as the top step of a stairway accessing a loft.
Loft. A floor level located more than 30 inches (762 mm) above the main floor, open to the main floor on one or more sides with a ceiling height of less than 6 feet 8 inches (2032 mm) and used as a living or sleeping space.
Tiny House. A dwelling that is 400 square feet (37 m2) or less in floor area excluding lofts.

Section AQ103
Ceiling Height

AQ103.1 Minimum ceiling height
Habitable space and hallways in tiny houses shall have a ceiling height of not less than 6 feet 8 inches (2032 mm). Bathrooms, toilet rooms and kitchens shall have a ceiling height of not less than 6 feet 4 inches (1930 mm). Obstructions including, but not limited to, beams, girders, ducts and lighting, shall not extend below these minimum ceiling heights.

Exceptions: Ceiling heights in lofts are permitted to be less than 6 feet 8 inches (2032 mm).

Section AQ104
Lofts

AQ104.1 Minimum loft area and dimensions.

Lofts used as a sleeping or living space shall meet the minimum area and dimension requirements of Sections AQ104.1.1 through AQ104.1.3

AQ104.1.1 Minimum area.

Lofts shall have a floor area of not less than 35 square feet (3.25 m2)

AQ104.1.2 Minimum dimensions

Lofts shall not be less than 5 feet (1524 mm) in any horizontal dimension.

AQ104.1.3 Height effect on loft area.

Portions of a loft with a sloped ceiling measuring less than 3 feet (914 mm) from the finished floor to the finished ceiling shall not be considered as contributing to the minimum required area for the loft.

> **Exception:** Under gable roofs with a minimum slope of 6 units vertical in 12 units horizontal (50% slope), portions of a loft with a sloped ceiling measuring less than 16 inches (406 mm) from the finished floor to the finished ceiling shall not be considered as contributing to the minimum required area for the loft.

AQ104.2 Loft access.

The access to and primary egress from lofts shall be of any type described in Sections AQ104.2.1 through AQ104.2.4

AQ104.2.1 Stairways

Stairways accessing lofts shall comply with this code or with Sections AQ104.2.1.1 through AQ104.2.1.5

AQ104.2.1.1 Width

Stairways accessing a loft shall not be less than 17 inches (432 mm) in clear width at or above the handrail. The width below the handrail shall be not less than 20 inches (508 mm).

AQ104.2.1.2 Headroom

The headroom in stairways accessing a loft shall not be less than 6 feet 2 inches (1880 mm), as measured vertically, from a sloped line connecting the tread or landing platform nosings in the middle of their width.

AQ104.2.1.3 Treads and risers

Risers for stairs accessing a loft shall be not less than 7 inches (178 mm) and not more than 12 inches (305 mm) in height. Tread depth and riser height shall be calculated in accordance with one of the following formulas:

1. The tread depth shall be 20 inches (508 mm) minus four-thirds of the riser height.
2. The riser height shall be 15 inches (381 mm) minus three-fourths of the tread depth.

AQ104.2.1.4 Landing platforms

The top tread and riser of stairways accessing lofts shall be constructed as a landing platform where the loft ceiling height is less than 6 feet 2 inches (1880 mm) where the stairway meets the loft. The landing platform shall be 18 inches to 22 inches (457 to 559 mm) in depth measured from the nosing of the landing platform to the edge of the loft, and 16 to 18 inches (406 to 457 mm) in height measured from the landing platform to the loft floor.

AQ104.2.1.5 Handrails

Handrails shall comply with Section R311.7.8

AQ104.2.1.6 Stairway guards

Guards at open sides of stairways shall comply with Section R312.1

AQ104.2.2 Ladders

Ladders accessing lofts hall comply with Sections AQ104.2.1 and AQ104.2.2

AQ104.2.2.1 Size and capacity

Ladders accessing lofts shall have a rung width of not less than 12 inches (305 mm), and 10-inch (254 mm) to 14-inch (356 mm) spacing between rungs. Ladders shall be capable of supporting a 200-pound (75 kg) load on any rung. Rung spacing shall be uniform within 3/8 inch (9.5 mm).

AQ104.2.2.2 Incline

Ladders shall be installed at 70 to 80 degrees from horizontal.

AQ104.2.3 Alternating tread devices.

Alternating tread devices accessing lofts shall comply with Sections R311.7.11.1 and R311.7.11.2. The clear width at and below the handrails shall not be less than 20 inches (508 mm).

AQ104.2.4 Ships ladders.

Ships ladders accessing lofts shall comply with Sections R311.7.12.1 and R311.7.12.2. The clear width at and below handrails shall be not less than 20 inches (508 mm).

AQ104.2.5 Loft Guards

Loft guards shall be located along the open side of lofts. Loft guards shall be not less than 36 inches (914 mm) in height or one-half of the clear height to the ceiling, whichever is less.

Section AQ105
Emergency Escape and Rescue Openings

AQ105.1 General

Tiny houses shall meet the requirements of Section R310 for emergency escape and rescue openings.
Exception: Egress roof access windows in lofts used as sleeping rooms shall be deemed to meet the requirements of Section R310 where installed such that the bottom of the opening is not more than 44 inches (1118 mm) above the loft floor, provided the egress roof access window complies with the minimum opening area requirements of Section R310.2.1.

Written Citizen Comment // 06.09.2020 P&Z Meeting

To the San Marcos Planning & Zoning Commission:

As you consider actions on the proposed Land Development Code amendments this evening (Agenda Item 2), I ask that you accept my previously submitted comments (*attached on the following page)* urging you to please remove or defer any items that have policy implications on housing and transportation in San Marcos to later phases of the code update as associated with the Comprehensive Plan rewrite and the Strategic Housing Action Plan.

In the chart titled Exhibit A, I strongly recommend these deferrals to include items 14, 23, 26, 30, 32, 35, 36, 37, and 38 (attached and highlighted on the following pages, as well).

Recommending amendments that change parking policy to increase impervious cover and deepen our dependency on high carbon transportation or encourage low density sprawl to replace natural lands at higher and faster rates would be antithetical to solving the ongoing environmental crisis that is now a backdrop to our everyday.

Furthermore, with the pressures that the current pandemic is placing on citizen's financial and housing insecurity, as well as this country's long history of racial and class disparity that have been once again brought to the forefront of our minds, recommending amendments to the LDC that make it harder for people to both create and occupy small scale, incremental housing supply in all areas of town and /or occupy housing in a more affordable manner is antithetical to ending discriminatory zoning practices.

So please remove or defer the items that relate to these very serious systemic issues.

As both someone that cares deeply about San Marcos and its resilience and as someone that uses the San Marcos Land Development Code regularly and acknowledges that what may seem like a "small tweak" in this guiding document can actually have grave implications, I thank you for your review of this important matter.

Sarah Simpson
407 S. Stagecoach Trail
San Marcos

Previously submitted 05.12.2020 P&Z Meeting Written Public Hearing Statement for Item 4 Code Updates

To the San Marcos Planning & Zoning Commission:

As you consider recommendations for text amendments to the Land Development Code this evening (Agenda item 4), I urge you to remove and defer any items that have policy implications on housing and transportation in San Marcos to later phases of the code update as associated with the Comprehensive Plan rewrite and the Strategic Housing Action Plan.

As outlined by staff, any code updates to follow after the current Phase 2 items before you this evening are to include “all items which would have a policy implication” and are to be postponed until a new “Comprehensive Plan and city-wide visions and goals are adopted.” Policy changes should be determined holistically and by the community any time the comprehensive plan is updated. Addressing them piecemeal and outside of this process undermines the integrity of the comp plan vision and negates collective community input.

Please honor and acknowledge the process outlined by staff - as well as the many years of collective input that went into Vision San Marcos and the resulting land development code that was just recently adopted - and pull the items that will have major impacts on housing affordability and sustainable transportation policy. **In the chart titled Exhibit A, I strongly recommend these to include items 14, 23, 26, 30, 32, 35, 36, 37, and 38 (attached and highlighted on the following pages, as well).**

Please defer these items to the comprehensive plan rewrite or to further action with the strategic housing action plan so that the community and associated focus boards can collectively determine direction on these and maintain the integrity of the current code and comp plan. These items have serious policy implications and will negatively impact housing affordability, sustainable transportation progress, and the holistic environmental vision as laid out in the Vision San Marcos. To include these items in any set of recommendations this evening will undermine the housing committee’s work as well as the integrity of past and future comprehensive plans.

Thank you for your review of these and any other items you see to have policy implications.

Sarah Simpson
407 s. Stagecoach trail
San Marcos

Please remove highlighted items that have major housing affordability and transportation policy impacts.

Exhibit A - Recommendation Table

Policy change different from intent of the proposed amendment. Housing task force wanted affordability to be a distinct consideration in approvals but proposed changes do not honor this.

Item #	Amendment Type	Code Section	Proposed Amendment	
14 housing / affordability	Housing Task Force Recommendation	2.5.1.4	Add "meets affordability needs as defined in the Strategic Housing Action Plan" as rezone evaluation criteria.	This recommendation from the Housing Task Force was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented which would require staff and decision makers to consider alignment with all applicable City Council adopted plans as a criteria for approval when considering rezones.**
15	Housing Task Force Recommendation	3.6.3.1	Exempt smaller lot and infill development from the Lot Width to Depth requirements	This recommendation from the Housing Task Force was reviewed at the June 5, 2019 workshop. **Staff recommends consideration of the edits as presented. This amendment would exempt infill development only (not small lot development) from the 3:1 lot width to depth requirement. The amendment as proposed would not allow these lots to exceed a 6:1 width to depth ratio.**
16	Housing Task Force Recommendation	4.4.6.1	Allow ADU parking in second layer of lot.	This recommendation from the Housing Task Force was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented which would allow the additional parking required for Accessory Dwelling Units in the second, as well as third layer of the lot**.
17	Housing Task Force Recommendation	Chapter 7, Article 6 San Marcos Code of Ordinances, Chapter 14, Buildings and Building Regulations	Modify definition of RV and manufactured home parks to include tiny homes. Adopt Appendix Q of 2018 building code	This recommendation from the Housing Task Force was reviewed at the June 5, 2019 workshop. **Staff recommends the edits as presented which would clarify that 1) tiny homes (built to building code) are allowed in Manufactured Home zoning districts and should follow Manufacture Home park standards, and 2) that tiny home construction and inspections shall meet requirements in Appendix Q of the International Residential Code.** **Staff recommends consideration of tiny home specific standards and policy decisions following the update and adoption of the San Marcos Comprehensive Plan.**
18	Predevelopment Meetings	2.3.1.1 (D)	Make predevelopment meetings mandatory. Provide Resposible Official with authority to waive if application does not warrant a meeting.	This is an additional amendment identified by staff since the the June 5th workshop and Phase 1 amendments. **Staff recommends the amendment as presented to require predevelopment meetings unless waived by the Responsible Official.**

Exhibit A - Recommendation Table

Item #	Amendment Type	Code Section	Proposed Amendment	Staff Notes & Recommendation
19	Text Amendments	2.4.1.2 (B)	Remove requirement for initial authorization from City Council for amendments initiated, requested, or directed by City Council.	This is an additional amendment identified by staff since the the June 5th workshop and Phase 1 amendments. **Staff recommends the amendment as presented to remove requirement for initial authorization from City Council when analysis and recommendation on amendment is requested or directed by Council.**
20	Zoning Procedures	2.5.1.2-2.5.1.3	Allow Planning & Zoning Commission to recommend approval of a less intense zoning district classification. Allow City Council to approve a less intense zoning district classification.	This is an additional amendment identified by staff since the the June 5th workshop and Phase 1 amendments. **Staff recommends the amendment as presented to allow Planning and Zoning Commission and City Council to recommend and approve a less intense zoning district classification.**
21	Certificates of Appropriateness	2.5.5.5	Make City Council (not ZBOA) the appellate body for City owned properties.	This amendment was reviewed by City Council and Planning & Zoning Commission at June 5, 2019 Workshop with the recommendation to staff to bring forward. **Staff recommends consideration of the amendment as presented. This amendment would designate City Council as the appellate body for City owned properties.**
22	Concept Plats	3.2.1.1	Exempt applicant from requirement for Concept Plat when applicant is ready to submit a Preliminary Plat	This is an additional amendment identified by staff since the the June 5th workshop and Phase 1 amendments. **Staff recommends the amendment as presented to remove requirement for a Concept Plat when the applicant is prepared to submit a preliminary plat.**
transportation 23	Block Perimeter	3.6.2.1	Increase maximum block perimeter in ETJ from 3,000 feet to 5,000 feet.	This is an a Major transportation policy change. ETJ in theory may one day be within city limits proper and should be developed to similar standards. workshop and Phase 1 am **Staff recommends the amendment as increase the maximum block perimeter in the ETJ from 3,000 feet to 5,000 feet.**
24	Block Perimeter	3.6.2.1	Add waiver/exception to block perimeter requirement in Heavy Industrial districts.	This amendment was reviewed by City Council and Planning & Zoning Commission at June 5, 2019 Workshop with the recommendation to staff to bring forward. **Staff recommends consideration of the amendment as presented to allow for an increased block perimeter in HI districts in order to accomodate facilities that by their nature, are larger than general commercial facilities. Staff recommends not allowing the perimeter to exceed any more than what is needed for the individual structure and the required parking and landscaping.**

Exhibit A - Recommendation Table

Item #	Amendment Type	Code Section	Proposed Amendment	Staff Notes & Recommendation
25	Streets	3.7.2.2- 3.7.2.6	Align right-of-way standards in Development Code to recommendations appendix of Transportation Master Plan.	This is an additional amendment identified by staff since the the June 5th workshop and Phase 1 amendments. **Staff recommends the amendments as presented to ensure the dimensional standards for ROW in the Development Code match the Transportation Master Plan**
26 housing / affordability	Zoning	4.4.3.3.	Include occupancy restrictions in CD-3 zoning.	This is an a… Phase 1 am… 5th workshop and Major housing policy change. Occupancy restrictions in new areas of development go against affordable housing measures. **Staff recommends the amendment as presented to apply occupancy restrictions in CD-3 zoning districts which are intended for low density residential.**
27	Building Types	4.2.1.1 (Update 4.4.1.1-4.4.3.7 to reflect updated definition)	Provide better definition for "house" and "cottage."	This is an additional amendment identified by staff since the the June 5th workshop and Phase 1 amendments. **Staff recommends the amendments as presented to clarify that since a "house" and "cottage" building type are identical and the base standards of the zoning district determine the structure size and scale, only one building type is necessary.**
28	Historic Preservation Commission Recommendation	San Marcos Design Manual, Section C.5.1.1	Add sustainability purpose section to Historic Design Guidelines Standards for Sustainability	Resolution 2019-03RR was approved by Council in December 2019.In February 2020, Council directed staff to bring forward amendments during the current update rather than as a separate agenda item. **Staff recommends consideration of the edits as presented in order to include a purpose statement in the Sustainability Guidelines in Historic Districts section of the Design Manual.**
29	Event Center Use	5.5.5.9	Add new "Special Events Facility" use	This amendment was requested by a developer in January 2020. **Staff recommends consideration of the amendments as presented in order to facilitate this new use city wide.**
30 housing / affordability	Neighborhood Density District	4.4.2.2	Add an ND-3.2 zoning district which allows more moderate increase in density, setbacks, and allowed housing types from conventional residential districts	City Co… …ork session. Major housing policy change. Bloats the code and undermines intent to encourage more affordable missing middle housing types. **Staff recommends consideration of the amendment as presented.**
31	Comprehensive Plan Map Amendments	2.4.2.3	Require majority-plus-one vote from Planning & Zoning and City Council for all comprehensive plan map amendments	City Council request to expedite this amendment at the January 7, 2020 work session. **Staff recommends consideration of the amendment as presented.**

Exhibit A - Recommendation Table

Item #	Amendment Type	Code Section	Proposed Amendment	Staff Notes & Recommendation
32	Application Processing-Informational Meetings	4.1.1.6	Require Comprehensive Plan Map Amendment any time a higher intensity zoning designation is requested Remove "Corridor" column from table.	City Council request to expedite this amendment at the January 7, 2020 work session. Major policy change. Adds significant time and expense barriers to small scale infill projects in existing neighborhoods. Removing corridor-based language undermines vision san marcos intent. **Staf ndment as presented which wou l meetings for requests in existing neighborhoods.**
33	Neighborhood Transitions	4.3.4.5	Replace current standards with requirement that Commercial use across the street from established residential use be limited to 1 story.	The addition of this amendment was requested by City Council at the March 3rd work session. **Staff recommends consideration of the amendment as presented to limit height within a certail distance of a single family zoning district.**
34	Durable Building Materials	4.3.5.1.7	Include a statement that the City prefers the use of Durable Building Materials	The addition of this amendment was requested by City Council at the March 3rd work session. **Staff r resented.**
housing / affordability 35	Accessory Dwelling Units	5.1.1.2 5.1.3.1	Change from by-right to conditional use in all districts	Major housing policy change. Eliminating ADUs by right goes against intent of code to allow incremental, small scale development / missing middle housing built by typical home owner. Already have requirement for primary house to be owner-occupied, piling on additional barriers to ADU creation. The ad t the March 3rd work sessio **Staff r resented which would require a CUP in low density, single-family districts.**
housing / affordability / transportation 36	Parking	7.1.2.1	On street parking should not count towards Multifamily parking requirement in CD-5D districts	Major transportation (and environmental) policy change. Leads to increased impervious cover and underutilized assets of public on street parking in neighborhoods; barrier to small scale development The ad ch 3rd work sessio **Staff re d.**
housing / affordability / transportation 37	Parking	7.1.2.2.B.1	Remove exemption for projects of 10 or fewer units in CD-5 and CD-5D zones	Major transportation / parking policy change. Main Street advisory board made a recommendation to keep this in to enable more adaptive reuse of existing buildings downtown for housing vs. bulldozing or letting them sit vacant; and to increase small scale housing projects downtown. Th 3rd work ses **Sta hich would allow an applicant to seek approval from City Council.**
housing / affordability 38	Character District	4.4.3.3	Add a Character District (CD) between 2 and 3 that allows single family with occupancy restrictions compatible with other CDs. Add maximum lot width to CD-5D.	Major housing and transportation policy change. CD2 is rural and CD3 is low density housing. By creating a CD2.5 equivalent to legacy districts, undermines intent of vision san marcos to create improved development patterns that help conserve natural lands. Th 17th regular m **St**

June 9, 2020

Commissioners,

I am going to take this opportunity to draw a line from where we find ourselves today on a national level and the actions we can take at a local level to address the continued inequalities of our times.

Through the work of the housing taskforce our community was able to gain great insight into the housing needs and wants of our citizens. We were also able to look broadly across the policies, codes, ordinances and community attitudes that stood in direct conflict to delivering these housing opportunities. We benefitted from more public engagement and citizen input than any other City initiative to date and were only in existence because city leadership said meaningfully addressing affordability in our community was a priority.

We brought forth a Strategic plan outlining concrete steps that would guarantee the needle would move on creating a richer, more inclusive and diverse community by allowing/supporting the creation of the kinds of housing that would set the stage. At that time the members of this Commission chose not to adopt the plan as it was created but rather remove the most effective/efficient strategies. I would ask why?

In addition, Code SMTX was a community informed years long initiative. The result of which was not a perfect but a much better guiding document for the continued growth and development of our community. It was adopted a few short years ago and is now literally in jeopardy of being dismantled. Again, I would ask why?

At this time in history we are again reminded that it will *never* work to favor the desires of a few over the needs of many. This community has many needs and we will not create a space for everyone if we continue to move forward with the kinds of further restrictive recommended amendments you have before you now. Neighborhoods are not things to be “protected” they are meant to be places where we welcome people into our community. By making it clear through policy and codes that you favor one kind of neighbor-the kind that occupies detached single-family homes- you are making it clear you are not interested in inclusion and diversity in your community.

I will not make specific comments here on each recommended amendment but rather submit another document outlining my thoughts.

Sincerely,

Laura Dupont

1024 W. San Antonio St.

Commissioners,

Please see the below comments regarding this evening's agenda items.

Item #14 – Strategic Action Housing Plan: The intention of this Housing Taskforce recommendation was to prioritize affordable housing in all rezoning decisions. Frankly, I'm very disappointed the recommendation was watered down to be one of many and feel strongly we must use affordability as the strongest lens by which we view all rezoning requests. If we do not elevate the discussion at this level we are guaranteed to not only miss opportunities to create affordable housing options but risk going backwards. I feel leaving this recommendation intact is a baseline indicator of whether or not City Leadership takes the issue of affordability in San Marcos seriously.

Item #26 – CD 3 Occupancy Restrictions: Expanding these restrictions is in direct conflict with the Housing Taskforce recommendation to lessen/loosen them citywide. Occupancy restrictions like this are prejudiced against lower-income communities and are a form of exclusionary zoning. The Character Districts are only for new development intensity zones so this has no impact on existing neighborhoods, where occupancy restrictions already exclude some populations or force them to live in violation of the code. It was the specific intent of CodeSMTX to omit occupancy restrictions from the Character Districts an intention supported by the work of the Housing Taskforce.

Item #32 – "Information Meetings" for Neighborhood Districts:
This is introducing significant process barriers and costs to more affordable housing typologies in infill areas that may be fatal for proposed small projects located close to existing services. These **3** additional public meetings proposed are likely to functionally add a minimum of 2-3 months to the entitlement process already expanded in CodeSMTX for zoning categories meant for incremental infill housing. This provision will predominately punish homeowners and incremental builders disproportionately.

Item #35 – Making ADUs a Conditional Use for all Zoning Districts: In my opinion allowing ADU's by right was one of the biggest achievements of the LDC update in 2018. Having the ability to build an ADU on your property is one of the only ways a community member, not a "developer" could participate in adding an affordable unit to the housing pool. It is my understanding that since 2018 there have been less than 15 ADUs constructed city wide and all without issue or concern. Requiring ADU's to go through a CUP process is going backwards if the desired goal is to work towards creating affordable housing in our community. It is also in direct conflict with the intentions of CodeSMTX and SMTX 4 All Housing Taskforce recommendations.

Item #38 – CD-2.5: One of the primary purposes of the Character Districts is to prevent sprawl from being perpetuated in San Marcos. The proposed CD 2.5 districts injects sprawl into intensity zones and growth areas. This will punish future generations of San Marcos with more pollution, traffic, and health issues which disproportionately harms low-income communities. It creates further affordability issues by stranding populations away from employment and services without access to a personal vehicle (expensive) and is too low a density to be supported by meaningful transit services.

Sincerely,

Laura Dupont
1024 W. San Antonio St.

Caldwell, Shavon

From: Burrell, Cesly
Sent: Monday, June 8, 2020 10:24 AM
To: Hernandez, Amanda; Caldwell, Shavon
Subject: Fw: [EXTERNAL] Citizen Comment for Upcoming P&Z Meeting

Follow Up Flag: Follow up
Flag Status: Completed

From: Miguel Arredondo
Sent: Sunday, June 7, 2020 10:52 PM
To: Planning Info <PlanningInfo@sanmarcostx.gov>
Cc: P&Z Commission <P&ZCommission@sanmarcostx.gov>
Subject: [EXTERNAL] Citizen Comment for Upcoming P&Z Meeting

Dear San Marcos Planning and Zoning Commission,

It's been more than 50 years since President Lyndon Baines Johnson signed the Fair Housing Act into law It's intent was to ban the discrimination in the sale, rental, and financing of housing. However some of our local elected and appointed leaders continue to create barriers for thousands of San Marcos families who are desperately trying to find affordable housing that is safe, healthy, and connected to the resources they need.

I believe it's no accident that the East Side of San Marcos continues to be underserved and it does not surprise me that these same neighborhoods are just now seeing drainage projects come to fruition although we've experienced flooding on this side of San Marcos for generations.

Please know that Item #14, Item #26, Item #32, and Item #35 and the proposed changes to our land development code will have a negative impact on affordability in San Marcos and continue to segregate our community.

That is why I am emailing you to humbly request ypu do the following;

1. Adopt the Housing Task Force's recommended language to include "meets affordability needs as defined in the Strategic Action Housing Plan," not Staff's amended text.
2. Do not add Occupancy Restrictions to CD3 Zoning Districts and that you have a serious conversation about the severe equity issues related to the occupancy restrictions already existing in other zoning categories.
3. Reject the requirement that three additional public Informational Meetings be held for zoning map amendment requests to Neighborhood Districts.
4. Do not introduce more barriers to affordable housing and homeowner-builders by requiring CUPs for Accessory Dwelling Units. Please keep the current restrictions.
5. Do not create a sprawl-fueling CD2.5 zoning district.

Thank you for your time, your attention, and for your service to San Marcos.

Respectfully,

Juan Miguel Arredondo
San Marcos CISD, District One (East of I-35)

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San Marcos Consolidated Independent School District does not discriminate on the basis of race, religion, color national origin, sex, or disability in providing education services, activities, and programs, including vocational programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; section 504 of the Rehabilitation Act of 1973, as amended.

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From: Betsy Robertson
Sent: Tuesday, May 12, 2020 11:14 AM
To: Citizen Comment <CitizenComment@sanmarcostx.gov>
Subject: [EXTERNAL] Proposed Changes to the San Marcos Development Code

Good evening,

I served on the committee that helped develop our Land Development Code and I would like to address some of the proposed amendments to that code. I will be brief:

Section/Summary	My Comment
3.6.2.1 Increase ETJ max block perimeter	These areas may eventually be annexed and should be held to standards that we would want within the City.
4.4.2.2 Add ND-3.2 zoning	This is unnecessary and complicates the Code.
4.3.4.5 C across from established residential be limited to 1-story	"Established residential" includes multi-story MF so this would not be appropriate. Setbacks would be a better solution.
5.1.1.2 Change by right to CUP for ADUs	This violates the original intent of the Code. There is no reason ADUs should be under different oversight than houses or apartments.
4.4.3.3 Add CD 2.3	This is unnecessary and complicates the Code.

Thank you for your consideration,
Betsy Robertson

Legislation Text

File #: Res. 2020-124R (b), **Version:** 1

AGENDA CAPTION:

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

Meeting date: September 1, 2020

Department: Destination Services Department - Rebecca Ybarra-Ramirez, Director (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding

Funds Required: $102,700
Account Number: 12024224
Funds Available: Click or tap here to enter text.
Account Name: Advertising

Fiscal Note:

Prior Council Action: Postponed from 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 - Choose an item.

☐ Transportation - Choose an item.

☒ Core Services

☐ Not Applicable

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

Choose an item.

Background Information:

The City of San Marcos received eighteen (18) proposals in response to RFP 219-365 for San Marcos Convention and Visitor Bureau Website Redesign. A City-staffed evaluation team reviewed all proposals submitted and interviewed the top three (3) firms. Following interviews, the evaluation team selected Simpleview, LLC, located in Tucson, Arizona, as the most qualified firm to perform these services. Toursanmarcos.com is one of the key marketing tools used to entice tourists to visit San Marcos with a mixture of inspiration and informational content in an aesthetically pleasing and engaging manner. The purpose of this contract is to recommend and provide website development services, management of a content management system, website analytics, and incorporation of a search engine. The awarded firm will work closely with Destination Services/Convention and Visitor Bureau staff during the planning, developing, and execution stages of the Tourssanmarcos.com redesign and launch.

The contract will be for an initial one (1) year period with the option to extend for nine (9) additional one (1) year periods, not to exceed a maximum contract term of ten (10) years. Below is the cost breakdown, which includes added features and Search Engine Optimization (SEO) as indicated:

Initial Year 1: $102,700

- $65,000 for design and annual licensing
- Add ons:
  - SimpleSupport5 $6,000
  - SEO $24,000
  - Map Publisher $6,500
  - XML Feed $1,200

Year 2 (and even number years no SEO): $38,700

- $25,000 Annual Licensing
- $13,700 Add Ons (no SEO)

Year 3 (and odd number years with SEO): $62,700

- $25,000 Annual Licensing
- $37,700 Add Ons (with SEO)

The total maximum contract amount for these services over a ten (10) year period will not exceed $547,000.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

City staff recommends awarding a contract to Simpleview, LLC, for San Marcos Convention and Visitor Bureau Website Redesign.

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RESOLUTION NO. 2020-124R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING AN AGREEMENT WITH SIMPLEVIEW, LLC FOR THE REDESIGN OF THE SAN MARCOS CONVENTION AND VISITOR BUREAU WEBSITE IN THE INITIAL AMOUNT OF $102,700.00 AND AUTHORIZING UP TO NINE ANNUAL EXTENSIONS FOR WEBSITE SUPPORT IN AN ESTIMATED AMOUNT OF $547,000.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The Agreement with Simpleview, LLC for the redesign of the San Marcos Convention and Visitor Bureau website in the initial amount of $102,700.00 and authorizing up to nine annual extensions for website support in an estimated amount of $547,000.00 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 September 1, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

CVB Website

Consider approval of Resolution 2020-124R, approving an agreement with Simpleview, LLC for the redesign of the San Marcos Convention and Visitor Bureau website in the initial amount of $102,700.00 and authorizing up to nine annual extensions for website support in a not-to-exceed amount of $547,000.00; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

HISTORY

Current CVB website was rebuilt in 2012. Functionality has significantly changed since then.

CONTEXT

- As the marketing arm of the City, we are tasked to attract visitors. Visitors fuel our economy and are vital to the financial health of our local businesses.
- Local business listings - multiple local and small retail and restaurants do not have their own website, therefore, rely heavily on their page on our website for marketing.
- As the credible source that validates information to travelers, we amplify official City messages in a way that is relevant to visitors during an emergency.
- Analytics shows our local community uses this website as a source for seeking restaurants, retail, and event information.

PURPOSE

ADA COMPLIANCE

- Highest priority is to become ADA compliant which our current site is not.
- ADA requirements are constructed into the new content management system (CMS) in the backend of the site.

DOWNTOWN MICRO SITE

- The new website will include a downtown (Main Street) micro site with its own flexible navigation.
- Dedicated sections for general visitor interest - business listings, events and parking.
- Dedicated sections for economic vitality - building preservation grants, economic development and lease opportunities.

PURPOSE (CONTINUED)

MARKETING

- Ability to market efficiently. The new site will make targeted digital advertising provide a higher return on investment and stretch our ad spend.
- Cost effective process for converting to new URL VisitSanMarcos.com. Updating Google to score our website at a top level will also be built into the launch of the new site.
- Mobile readiness to prepare for visitors during and “post” COVID-19. Preparing travelers for changing government guidelines and what to expect when visiting.
- Provide in-market visitors and residents with functional digital assets and information on mobile devices instead of print.

TIMELINE AND FUNDING

TIMELINE (30-34 weeks)

- Phase 1 Site Construction & Design – 15-17 weeks
- Phase 2 Production – 11-13 weeks
- Phase 3 Testing & Launch – 4 weeks

FUNDING

- Previous Year Advertising funds
- Replenishing of advertising dollars - Staff is exploring the use of CARES Act funds for expenses incurred to advertise and promote the resumption of travel industry activities and the steps taken by our tourism partners to ensure a safe visitor experience.

CVB Website

Emergency Information/ADA Compliance

We are a credible source that validates information, but we are limited when it comes to important community information. A new site would give us flexibility for emergency alerts on our homepage. This helps us amplify the official city message from Communications and add information that visitors need while in the area.

Current site is not ADA compliant. It will cost tens of thousands of dollars for band-aid fixes. There are a number of lawsuits against CVBs and City websites for non-compliance.

Small Local Business and Resident Resources

Multiple local businesses don't have their own websites and our listing is what they use for marketing to visitors and locals. San Marcos is consistently a top three city of website traffic. In the past year, 23,175 San Marcos users visited the site seeking local business listings and peruse our calendar of events.

Full micro site for downtown

The new website will have a dedicated place for downtown businesses, events, parking, etc. Will have its own flexible navigation and be useful for Main Street to have section on building preservation grants, economic development and lease opportunities. It will also have its own URL for marketing. So it would be dual purpose for the entire Destination Services department.

Categorized Content

The current website is limited in its marketing capabilities. We would like to be able to provide information based on a user's ad interest. Targeted marketing would lower our bounce rate, engage a user and create more potential to convert someone from a potential visitor to an active visitor. Overall it would give us more bang for our buck. We are currently spending money on our aged website which cannot functionally keep up with advertising technology.

For example, someone interested in San Marcos history would be able to find everything they'd be interested in in one location, a microsite, instead of in different sections of the website. If a user clicks on the listing for the LBJ Museum or the Historic Hays County Courthouse, they'd see related content, like blog posts that include local history, at the bottom of the page.

Preparing for Visitors After COVID-19

While we have transitioned our marketing efforts to digital, a lot of our in-market educational and promotional materials are paper brochures. We need to be preparing for a post-COVID change to relying more on a more digital experience for visitors who are in San Marcos. We are hearing from other destinations that they too are expecting fewer visitors to their visitor centers and more demand for online visitor service.

Interactivity

Our team's skills have outgrown our technology. At this point we are capable of doing so much more than this website offers and that potential is being underutilized. From incorporating interactive components, to fully using our newly added software that engages local business owners in ways we haven't been able to before, this new website would reduce staff hours trying fix the unfixable and would make us look like the award-winning destination that we are.

PROPOSAL SUBMITTAL LOG

San Marcos Convention and Visitor Bureau Website Redesign
#219-365
December 12, 2019 – 2:00 p.m., C.S.T.

PROPONENT NAME
Louder Design North Richland Hills, TX
Anderson Marketing Group San Antonio, TX
Development Counsellors International New York, NY
Appddiction Studio, LLC San Antonio, TX
Premier Digital Designs San Antonio, TX
Simpleview Tucson, AZ
Spectrum Media Solutions, LLC Roanoke, VA
OS Ignite, Inc. Costa Mesa, CA
Status Not Quo Valencia, CA
CivicPlus Manhattan, KS
Cocolevio, LLC Austin, TX
Ammunition, LLC Atlanta, GA
PrimeSite Web Solutions San Marcos, TX
Madden Media Tucson, AZ

Promet Chicago, IL
Rhyme & Reason Design Atlanta, GA
ESO Marketing San Antonio, TX
CJB Designs + Pixel Pie Designs Lancaster, TX

Recorded by: Rachel Shultz

Witnessed by:

San Marcos

website design proposal

Let's make something

INSPIRING

simpleview

Simpleview,
the global standard for integrated
destination marketing solutions built on experienced
leadership and meaningful **relationships.**

simpleview

SIMPLEVIEWINC.COM

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Executive Summary

Provide an Executive Summary of the major features of the proposal, including any conclusions, assumptions, and general recommendations the Firm desires to make.

After reviewing your RFP, we understand that your primary goals for the new website redesign are to create a mobile first, interactive experience that advances your mission, vision, and values by promoting your lodging partners, unique attractions, outdoor wonders and unspoiled landscapes. The redeveloped website will serve as the primary information and content hub for leisure travelers, group travel leaders, media, and meeting planners. The outcome of this project will build and promote your brand and improve the reach and quality of the experience for users visiting TourSanMarcos.com.

SUMMARY OF SERVICES OFFERED WITHIN THE SCOPE OF OUR PROPOSAL

Simpleivew offers a broader range of post-development services and additional products for our customers. Below are the services outlined within this proposal: Website Redesign with our Creative Department, Content Management Solution (CMS), CRM Integration, Blog, Itinerary Builder, UGC Embed Capability and Google Map Modules, Support Plan (SimpleSupport), Marketing Automation (ActOn), Digital Accessibility (AudioEye), Content Optimization (SEO), Content Amplification (Paid Media; SEM), Content Creation, MapPublisher (Custom Map Solution).

We will achieve these outcomes through our experience in designing and developing websites specifically for DMOs. While each project is unique, every destination website we've developed has been designed/organized to maximize page views, visits, referrals and conversions. Our team will collaborate with key staff at The City of San Marcos Convention and Visitor's Bureau, stakeholders and agency partners, leading the group through a series of exercises designed to ensure a website experience that allows visitors to quickly find the information they want and inspire them to explore everything that San Marcos has to offer.

Simpleview has designed and developed more destination websites than any other firm; our seamlessly-integrated CMS/CRM platform, which we are proposing, is used by more DMOs than any other solution. We take the time to learn what you offer the visitor that no one else does, and then translate that into functionality to help tell your unique story.

Executive Summary

The name of the project manager who will work on the contract and relevant project experience.

Melanie's expanded bio appears in Section 2: Relevant Experience Information

MELANIE SOULES | CMS Project Manager

Melanie has been managing CRM and CMS projects for nonprofits and tourism organizations since 2007. Since joining Simpleview in 2015 as a Project Manager, Melanie works with clients throughout the project process—from design to beyond launch—and acts as a liaison to produce beautiful and high-performing websites on time and on budget.

Verification that the proposed team individuals are currently employed by the firm.

The individuals proposed to redesign the website for The City of San Marcos Convention and Visitor's Bureau currently work at Simpleview.

Confirmation that that the general liability insurance, workers' compensation, and professional liability insurance will be provided within ten (10) calendar days of the Contract Award.

Simpleview's Proof of Insurance is attached in Appendix A.

Brief statement providing assurances that the Firm will be cognizant of, comply with, and enforce all applicable Federal, State, and local laws, regulations, and ordinances, and a description of your firm's methodology for handling errors and omissions in the materials developed as part of this Project.

Simpleview is cognizant of, complies with, and enforces all applicable Federal, State, and local laws, regulations, and ordinances. To list a few examples, Simpleview is compliant with Canada's Anti-Spam Laws, GDPR, ADA, US & EU Privacy Standards.

To ensure there are no errors or omissions in the development of materials for your project, Simpleview adheres to a 12-Step website design, development, and communication plan which is explained in grater detail further within our proposal.

Relevant Experience Information

Identification of the firm/team responding to the RFP and a brief description of each firm/team member should be provided, including a brief summary of their experience and qualifications.

Please see the following pages, beginning on page 8, for more information on your Simpleview team.

Location of the headquarters office for the lead firm should be indicated as well as the location of each firm/team member office where work will be performed for the project.

The work will be performed, and the The City of San Marcos Convention and Visitor's Bureau account will be supported, from our headquarters in Tucson, Arizona and our East Coast office in Pennsylvania and in Dallas, Texas where Shawn Wilkins, your CRM Project Manager, resides.

Headquarters:
8950 N. Oracle Road,
Tucson, AZ 85704

Pittsburgh Office:
250 Mt. Lebanon Blvd., Suite #417
Pittsburgh, PA 15234

Provide information on each firm/team member's relevant experience and qualifications for the type of work necessary to accomplish the requirements of this RFP.

Please see the following pages, beginning on page 8, for more information on your Simpleview team. .

Year firm established, including former firm names and year established for each as applicable.

Simpleview was established in 2001 and has been the industry leader in destination marketing solutions. Our headquarters are located in Tucson, AZ, where we were founded by Ryan George (CEO), Bill Simpson (CTO) Scott Wood (COO) and Rich Reasons (President).

Relevant Experience Information

State the size of the firm and the number and nature of the professional staff to be assigned to the project.

Simpleview employs +350 full-time staff – all focused and dedicated to destination marketing excellence. We have the resources, bandwidth, experience and expertise to help The City of San Marcos Convention and Visitor's Bureau achieve its objectives. Our proposal includes work samples, references and case studies to help demonstrate our effectiveness, which is unmatched.

The nature of the assigned staff–listed individually in the previous question–are all full-time Simpleview employees who will be dedicated to your project. Please see the following pages for more information on the assigned staff.

Your Dedicated Simpleview Team

> Here at Simpleview we're Thought-Leaders, but we're always learning. It's all part of our whatever-it-takes attitude that's crucial for building trust and friendship with our clients.
>
> –Kelly Genzman

Kelly Genzman
Senior Account Executive
With Simpleview since July 2015

Kelly's primary responsibility at Simpleview is to provide ongoing support for clients for the lifetime of our partnership. This includes answering various questions via phone or email, assisting with building out pages in the CMS, identifying specific needs, contributing to solutions, managing requests, and offering information about noteworthy industry trends and overall website trends.

CLIENT REFERENCES FOR KELLY:

Visit Knoxville
www.visitknoxville.com
Angie Wilson – *Senior Director of Marketing*
awilson@knoxville.org | 865.523.7263
Time period of work: August 2018

Description of Scope of Work: During a monthly call, it was decided the events page on Visit Knoxville's website needed to be redesigned. We discussed all the elements of the current layout then created a document outlining all the features we would like to implement. From changing the overall interface and adding certain elements (quickview and a trip planner tool). After implementation, Visit Knoxville now has a very easy to navigate Calendar of Events page. This is one of the top landing pages on the websites and from the time this project was completed, traffic has increased and bounce rate has decreased.

Discover Dunwoody
www.discoverdunwoody.com
Kim Franz, *Director of Marketing*
Kimf@cvbdunwoody.com | 678.244.9805
Time Period of Work: October 2018

Description of Scope of Work: When Discover Dunwoody created their goals for the upcoming year, they shared one of their biggest goals was to inspire potential travelers to visit Dunwoody by being the voice of Dunwoody through their blog, From Shops to Tree Tops. The blog included an abundance of evergreen content that was a little difficult to find unless a user was searching through archives. After several calls and emails, we created a scope of work and executed a new blog layout that showcased categories, had a featured post section and a recent post widget that Discover Dunwoody can control how many posts are being showed and what posts to display.

Your Dedicated Simpleview Team

> Building meaningful relationships isn't just part of our mission statement; it's something we strive for everyday. Many times I have seen friendships formed between employees and clients that goes well beyond the great work we do together.
>
> –Tim Thurein

Tim Thurein
Director of Account Services
With Simpleview since November 2009

Tim's primary responsibility at Simpleview is to provide high level support for the Account Services Team and to ensure our customers are happy and engaged. Prior to working in the Account Services department, Tim held numerous roles such as CRM/CMS Project Manager, SEO Analyst, and CMS Training Manager. Having experience in those different departments has given him a better understanding of how DMOs operate and how to apply Simplview's products and services to help clients accomplish their goals.

CLIENT REFERENCES FOR TIM:

Las Vegas Convention and Visitors Authority
www.visitlasvegas.com
Bob Naugle – *Director of Marketing Systems*
bnaugle@lvcva.com | 702.892.0711
Time period of work: June 2016 - March 2017

Description of Scope of Work: The Las Vegas Convention & Visitors Authority had built their previous website with Simpleview on the domain of lasvegas.com. The partnership LVCVA had with a third party company that allowed them to use that domain was dissolving along with some of the integrations that pulled in listings and rates onto their website. Simpleview had to come up with a quick solution to move the site from lasvegas.com to visitlasvegas.com, coordinate with multiple agencies and minimize the SEO/traffic impact because of the move. We're happy to say that our efforts have increased organic traffic by 85% month over month.

Pocono Mountains VB
www.poconomountains.com
Brian Bossuyt, *Executive Vice President/CMO*
bbossuyt@poconos.org | 570.534.4543
Time Period of Work: January 2016 - Present

Description of Scope of Work: After launching a new website and URL in August 2015, the Pocono Mountains Visitors Bureau wanted to increase their e-newsletter database. After performing a mouse tracking analysis using heatmaps and click maps, it became apparent the top-level navigation could be distracting and affecting conversions. Ultimately, the decision was made to remove the top-level navigation on that page and run a test. The second item to address was the Things to Do page, as it was one of the most visited on the site, yet had a below average conversion rate for e-newsletter sign-ups. By making the e-newsletter widget more prominent, they would increase conversions and achieve their goal for this page. After removing the distraction on the e-newsletter sign-up page, page clarity increased and there was a 21.4% increase in e-newsletter form completions. In addition, by placing the e-newsletter sign-up in a more prominent location on the Things to Do page, sign-ups increased by 480% on that page alone. The test was conducted across more than 5,000 site visitors and results met a 95% statistical significance.

Your Dedicated Simpleview Team

Melanie Soules
Project Manager, CMS
With Simpleview since December 2015

Each and every Simpleview project includes communication, approval and deadlines from both internal staff and our clients. With that being said, your dedicated project manager will monitor and follow-up as needed throughout the project to ensure all mandatory requirements are completed via the contractual requirements and agreed upon dates. As part of any CMS/website build project, our project managers include bi-weekly progress reports in order to properly communicate where a client/project is currently at within our established process. These progress reports are delivered in a Gantt Chart format with clear representation of the project milestones, as well as who owns each milestone. Melanie has launched over 150 websites created by Simpleview.

CLIENT REFERENCES FOR MELANIE:

Visit Eau Claire
www.visiteauclaire.com
Kenzi Havlicek, *Director of Marketing*
kenzi@visiteauclaire.com | 715.559.9185
Time period of work: June 2018 - April 2019

Description of Scope of Work: Melanie managed the redesign of Eau Claire's existing Simpleview CMS website to align with their new branding and downtown visitor experience center. After meeting with the Eau Claire team onsite to fully understand their destination, goals, challenges and opportunities, she helped create and implement a beautiful new website design that highlights Eau Claire's unique and fun personality through a custom interactive map, enhanced festivals and events page, and a redesigned blog.

NYC & Company
www.nycgo.com
Chris Galatioto,
VP of Product Development & Project Management
cgalatioto@nycgo.com | 212.484.1210
Time Period of Work: June 2017 - March 2018

Description of Scope of Work: Managed a collaborative team of Simpleview and NYC & Company staff to create a new Simpleview CMS website for NYC & Company's business partners. We met with the NYC & Company team onsite to get an in-depth understanding of how their different departments do business with their partners and their goals and priorities for their new website. Our team then developed a content structure and unique navigation to address their four key segments for Membership, Meeting Planners, Travel Trade and Press. We also collaborated with NYC & Company's in-house web designers to align their new business site design with their primary leisure website to ensure brand consistency. The resulting site features enhanced listing directories, custom interactive hotel zone map and Google Ads integration.

Your Dedicated Simpleview Team

> I'm a ball of energy, spurred by research and data. Every recommendation I make is fully supported. But, I'm always learning from our clients who are the best and brightest in the business.
>
> –Bryce Henry

Bryce Henry
Sitemap Analyst
With Simpleview since June 2018

Bryce thrives on data. His role as Sitemap Analyst is defined by making data driven decisions in the sitemap process along with content recommendations using SEO best practices. He balances research with client needs and experimentation. Beyond the sitemap process, he facilitates the SEO of launching a new website with success. Prior to Simpleview, he worked with data and research in a different capacity as a Meteorologist and Multimedia Journalist on a local TV news station. Bryce graduated from Northland College with a Bachelor of Science degree in Meteorology with minors in both Physics and Geoscience.

CLIENT REFERENCES FOR BRYCE:

Visit York County SC
www.visityorkcounty.com
Sonja Burris, *SVP of Marketing & Communications*
sburris@visityorkcounty.com | 803.329.5200
Time Period of Work: August 2018 - April 2019

Description of Scope of Work: An immersion into York County helped form the backbone for showcasing all that York County has to offer on their website. Further research was done to show all opportunities for attracting visitors to the site. The final sitemap included many new page recommendations based on this research.

New Mexico Tourism Department
www.newmexico.org
Erin Ladd, *Marketing Director*
Erin.Ladd@state.nm.us | 505.469.2900
Time Period of Work: October 2018 - May 2019

Description of Scope of Work: The New Mexico Tourism Department was experiencing an overload of content on their website, along with pages being deeply buried within subnaviagation making content extremely hard to find. Bryce ran keyword research and conducted a deep-dive into the current site analytics and search data. This helped to create a new, well-organized and optimized sitemap for better usability.

Your Dedicated Simpleview Team

SHAWN WILKINS | CRM Project Manager

Shawn works with new clients to collect their data for importing into Simpleview's CRM, and ensures each client is adequately trained and understands the CRM system throughout the build process. Shawn has been working with DMOs, large and small, for nearly 15 years. Shawn is currently working with The City of San Marcos Convention and Visitor's Bureau to implement their CRM.

CYNDY NEIGHBORS | Creative Director

Cyndy brings the dual talents of design and marketing to her role as Creative Director in Simpleview's XD department. Creating transformational user experiences and achieving client goals and KPIs through marketing strategy and design is her wheelhouse. Cyndy owned her own full service marketing agency for 25 years focusing on luxury hospitality, including St Regis and Westin Hotels, PGA National Resort & Spa, and Miraval Resorts. She comes to Simpleview from six years as Vice President of Marketing for Canyon Ranch Wellness Resorts and Spas, where she developed brand identity, creative, and marketing strategy for the entire portfolio including two U.S. wellness resorts, an international resort in Bodrum, Turkey, their spa in Las Vegas (the largest four-star spa in Las Vegas), and spas on 22 cruise ships across 4 brands - Cunard, Celebrity, Regent, and Oceania - and an in-flight partnership with Singapore Airlines.

Your Dedicated Simpleview Team

CELESTE CHISM | Account Coordinator

Celeste has worked at Simpleview since May of 2019. As an Account Coordinator, she acts to support her Account Director and Account Executive. She provides clients with any follow up needs they may have in addition to assisting her team members with day-to-day responsibilities which relate to individual and departmental goals. Celeste comes to us from Northern Arizona University where she graduated with Magna Cum Laude and earned two Bachelor's Degrees in Business Administration and Spanish. Before joining the Simpleview team, Celeste gained valuable experience as a Marketing Assistant for a nonprofit organization in Flagstaff, Arizona.

GREG EVANS | Vice President of Sales & Account Services

Greg Evans has been with Simpleview since 2008 and currently serves as our Vice President of Sales & Account Services, where he works with his department to understand every detail of the high-tech products and services we offer and explain their relevance to clients and prospects.

Project Approach

Discuss your firm's approach to interactive digital services management. For example, if your firm was awarded this contract, what research would you conduct and steps would you take to design our website to give it a uniquely San Marcos, Texas, feel?

Your website redesign process will begin with our understanding of your immediate and long-term goals and mapping those objectives to best-practices, which are grounded in nearly two decades of experience working with DMOs.

Research and thorough planning are keys to success. Our proven process includes a findings presentation, competitive and barrier analyses, defining user profiles and user goals, identifying actionable objectives and business outcomes, building detailed content inventories, usability testing, creating information architectures built around priority profiles and objectives and designing both global user interface structure and elements, as well as optimal sequencing for user tasks (trip-planning, bookings, information requests, content sharing, etc.).

A destination marketing organization and destination website, can have various strategic objectives, and therefore many goals. What's more, depending on the strategic context, there are also different objectives throughout the customer journey. Before metrics and measurements can be established, we must collaborate and agree upon specific, measurable goals.

We also take into account the process of transferring your old site's content to your new site which is why it is included within the site build as is the transfer of any new content. Simpleview also offers a unique opportunity to allow our in-house editor source content writing for you (locally if possible) to provide the new site content as needed.

As a part of your new website build, the Simpleview SEO Site Transition line item located in the proposed pricing will address all of the best practice requirements for launching a site (setting up friendly 404 pages, updating your ISAPI file, building out a sitemap, etc). In addition, because the Simpleview CMS is built with SEO friendliness in mind, you will also have control over redirect creation, tagging (meta, schema, open graph, etc) and more to allow for the ongoing maintenance of new site content.

In every website redesign project, Simpleview's goal is to preserve and increase organic traffic for your site. We believe a foundation of research into content, keywords, demographics, psychographics, and more is a critical component at the

Project Approach

beginning of this process to help determine what content/navigation can stay and what might need to be removed or updated. Once we complete this level of research and discuss it with your team, Simpleview will begin the exercise of diagramming your advanced sitemap. The resulting document displays where each piece of content will reside relative to the others, what the main content or tool on the page will be, and what the URL will be.

We adhere to best practices that ensure our sitemaps produce sites optimized for search engine traffic and usability. We maintain existing URL structure throughout the site wherever possible; however, data compiled during the initial sitemap review may require changes across the entire site. Within each section, we try to place the most popular pages and the ones that drive conversions toward the top of the list of navigation links. We assess popularity based on site traffic history and keyword research.

Client feedback on their own content experience is also invaluable while we determine the optimal arrangement of content, as we organize site content in a way to make it easy for search engines to crawl and understand it. We also avoid burying content at the fourth level of navigation, or lower, in an effort to avoid too much exploration and too many clicks to find, which results in poor results.

Provide a detailed project schedule for implementation, and any tasks or milestones associated with implementation and testing to ensure the project is complete and successfully functional.

Simpleview has a 12-step website development process ensures that you not only end up with the site you want aesthetically, but the site your users need. By basing our build team's efforts on generating conversions (as you define them via key performance indicators), we will begin with a foundation that will be built upon through the remainder of the process. From that point, our SEO team begins researching your current site, digging into analytics and keyword research, as well as demographics, psychographics and common paths associated with your site visitors to help develop their distinct profiles. All of this research is then presented back to you by our team to help influence the sitemap, wireframes, and eventually design. We follow a linear process, which defines clear milestones, deliverables, and timelines for the entire project. All tasks within the process are documented in our projects system, which ensures information is always available for future reference.

Project Approach

The second phase is focused on the development, production and testing of your website leading up to site launch. This phase requires much less client involvement (until modules and site functionality are complete and ready to be reviewed and trained on with your team). Because Simpleview has more control over the outcome of this portion of the build, we are very confident in a 4 month build timeline. Combined, this leads to a typical 6-7 month build process with the possibility to either flex up or down, depending heavily upon how quickly your dedicated build team receives what they need (on time) in the first phase. We can also try to expedite your project in other ways by providing preliminary content and asset collection assignments, design file guidelines (in the case of an agency-provided design), etc. Ultimately, our timeline and various milestones have been battle-tested following the design and launch of hundreds of DMO websites, and is something we're extremely confident in executing against, which should provide a great deal of reassurance to the The City of San Marcos Convention and Visitor's Bureau team.

Project Approach

Describe the types of training you offer and in what formats that allow City staff to modify the completed website as needed.

Comprehensive, personalized training is conducted virtually via GoToMeeting (or similar). Following the initial system setup and data import, preliminary orientation training sessions will be conducted for each module. Key staff will then have the opportunity to "test drive" the system and collaborate with the Project Manager to tailor the system to meet your organization's needs. In conjunction with system launch, additional training sessions will be conducted for all staff.

Additionally, Simpleview regularly hosts training webinars, all of which are recorded and available on-demand in our training webinar library. Users will also have real-time access to a built-in knowledgebase with "how to" articles and tips/tricks/best practices.

Follow-up training can also be arranged for new staff, or as a refresher for all staff, at any time in the future.

STORYTELLING

The single most important function of a DMO website is to inspire travel to your destination for visitors at the top of the funnel (dreaming) or bottom (booking) through authentic storytelling, brand elevation, powerful imagery, social proof (UGC via Crowdriff), and local perspective authenticity and advocacy to ultimately evoke an emotional impulse/connection between the destination and visitor, and connect those visitors with your local businesses and foster their engagement with your tourism product.

A destination website is any given DMO's single most important and valuable marketing tool. It is their first impression to prospective visitors and is the digital marketing gateway for visitors to understand the destination's unique experiences, events, lodging, culinary scene, and more.

In today's world of Digital Marketing, the blog has proven to be one of the most effective means of generating excitement and interest in your destination. A blog is the perfect place to post using unique voices, highlight timely trends or post evergreen "best of" lists for restaurants, attractions and more. Such a dynamic module deserves an exciting presentation. The Simpleview CMS includes a robust blog module, and we typically recommend the blog be hosted within the main site domain for SEO purposes. Our blog includes features and functions such as publish start/end dates, RSS feeds, guest bloggers, drop widgets within blog blogs, allow UGC in blog posts and more.

Project Approach

There are many ways to effectively communicate your story and we thoroughly enjoy collaborating with DMOs to find the best way to tell your story for your intended audience. Below are examples of story telling microsites that Simpleview has executed for DMOs.

The following types of storytelling are not included in the proposed investment.

THE NEW AUGSTAN | VISIT AUGUSTA, GA

Visit Augusta wanted to create an online editorial microsite to showcase their local magazine, The New Augustan. Visit Augusta is able to update all the content on a regular basis and this is one of the best performing pages on Visit Augusta's website.

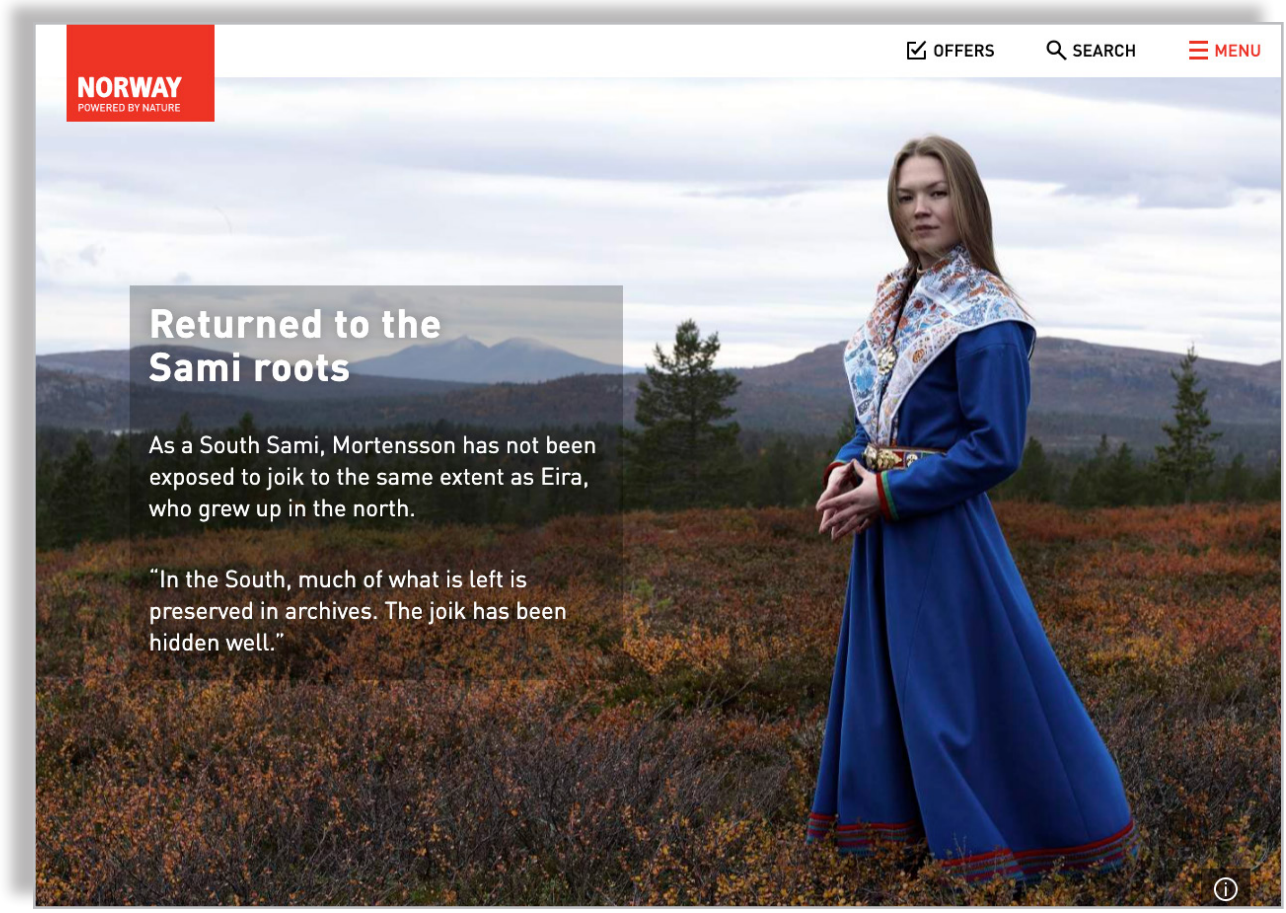
Homepage of microsite: https://www.visitaugusta.com/newaugustan/
Interior page of microsite: https://www.visitaugusta.com/newaugustan/paddle-tales/

Project Approach

TYPICALLY NORWEGIAN | VISIT NORWAY

Visit Norway worked with Simpleview to create a microsite for users to get to know locals and discover unique attributes of Norway while visiting their website.

Homepage of microsite: www.visitnorway.com/typically-norwegian/
Interior page of microsite: www.visitnorway.com/typically-norwegian/sami-people/rebirth-of-the-joik/

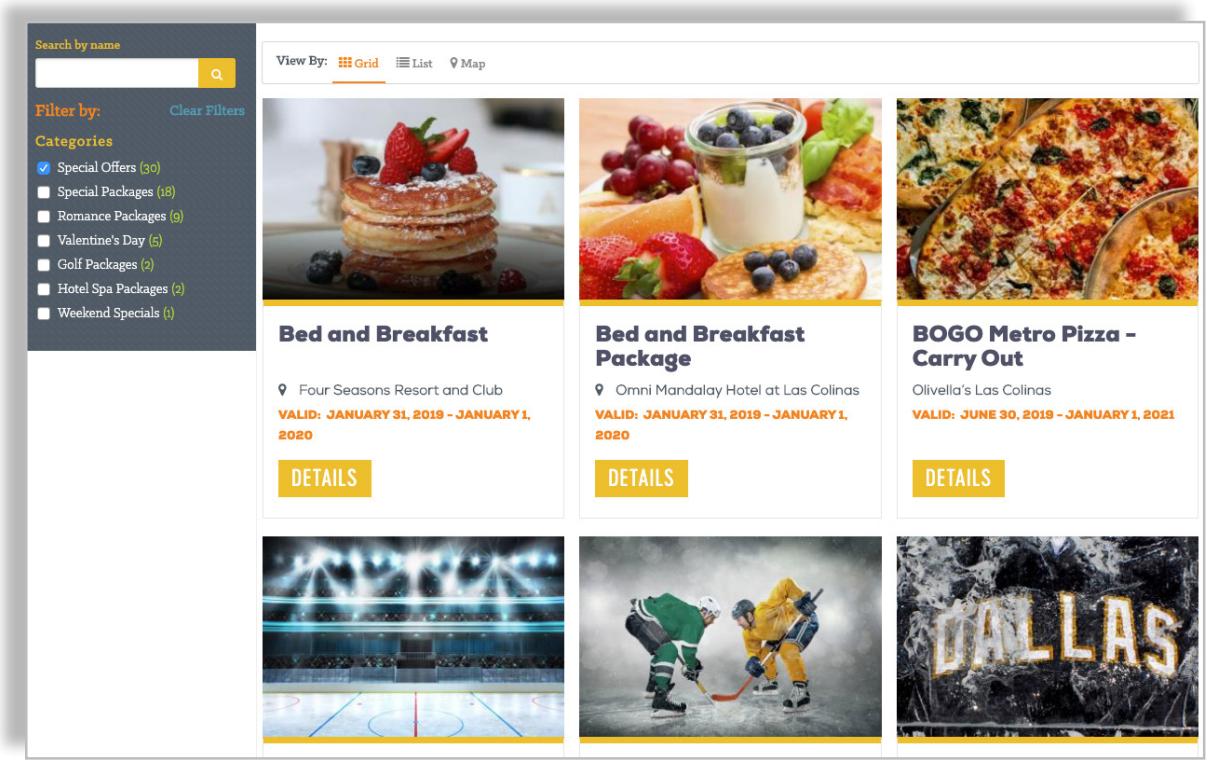


Project Approach

SITE SEARCH

Site Search will be available from any page on the site, and allow users to enter a word/phrase; results are categorized (e.g. Listings, Events, Offers, Pages, Articles), and will suggest alternatives for misspellings. Listings, events, deals and other database-driven content types include search and filter options (e.g. category, type, location, date range, etc.).

See www.irvingtexas.com/visitor-info/offers and www.visitraleigh.com/foodie/restaurants for examples.



Simpleview's CMS leverages an open source search framework known as SOLR. This approach allows for our standard site search to address complex and varied site search needs for our DMO sites. Site searches can be organized and displayed based on category "buckets" such as listings, events, blogs, and articles. Additionally, the search itself can be modified over time to adjust to new needs and result sets. Pages can be omitted from site search and common words that might interfere with the accuracy of the search results can be ignored. It is also worth noting that the site search feature includes an intuitive "did you mean?" capability that will help to suggest results when it suspects a user has misspelled a word or search phrase.

Project Approach

MOBILE

We begin our design strategies with mobile first and use responsive design for all of our websites as destination website traffic is now vastly dominated by mobile devices. This approach helps us plan our strategies with strict constraints, which we believe results in simpler solutions that may be technically advanced, but increase usability. There will be occasions that require page elements to be hidden or removed based on screen real estate, so we may choose to do this for content that would be considered non-critical, based on user research and common design patterns.

Our philosophy is “mobile first”, but never “mobile only”. We will ensure that the desktop experience takes full advantage of a larger display to incorporate full-width imagery of your destination as well as provide multiple widget placements, large and small for engaging video content.

Additionally, our CMS has live-preview functionality that enables you to instantly toggle the view based on the breakpoint that you would like to review. This saves you massive amounts of time and ensures a clean, consistent display of your content regardless of device or screen size.

Integration Capabilities

List the systems and software types with which your firm can integrate to design and operate a website such as this project. Include any mapping, events/calendars, blog, social media, etc., as may be appropriate for this project. • List any systems and software types with which your firm cannot integrate or with which your firm's architecture is not compatible.

Simpleview works closely with our destination clients and their agencies to adhere to the brand standards and ensure consistent messaging and continuity between online and offline campaigns. We are uniquely positioned in that we have the only seamlessly-integrated CMS/CRM platform designed specifically for the tourism industry.

We routinely integrate with third party providers ranging from booking technology suppliers (Jackrabbit Book Direct is a Simpleview strategic partner), Google, user-generated content (Crowdriff), TripAdvisor, Yelp, etc. and more.

We have also accommodated many custom integration requests by scoping and executing one of methods listing below:

Read-only example: In several destinations, our DMO customers (or their third-party designees) have read-only access to the SQL database for reporting purposes (Crystal Reports, Tableau, etc.).

One-way example: Several clients work with third-party developers who prefer a simple one-way XML feed for partner data (listings, offers) for publishing on native apps, kiosks, mobile sites, etc. In New York, Rhode Island and Kansas, all of the DMOs using Simpleview have a one-way integration to send listings and offers data to the state website.

Two-way example: The most common two-way example would be our API. As noted above, the partner data feeds a third party website, and the analytics are passed back into Simpleview CRM for reporting. But we have also done other two-way integrations; for example, in some destinations we have setup two-way integrations with their accounting/finance software.

Simpleview is always open to exploring additional integrations with our product development team and third party platforms.

Integration Capabilities

Describe how your firm improves search engine optimization (SEO) for your client's sites.

All Simpleview-built websites are developed to be fully SEO optimized at the time of launch (and beyond) via a series of best practices such as setting up friendly 404 pages, a proper sitemap and updating ISAPI files. In addition, we provide the tools and functionality needed to continue to maintain your site for SEO success via provided control over Meta Tagging, Schema.org tagging, redirect management and more. And because Simpleview CMS is a Software as a Service offering, it is constantly updated under the guidance of our Digital Marketing team to ensure that it continues to be up-to-date with the latest SEO industry requirements.

From the initial sitemap consultation, we perform thorough keyword and demographic research to confirm that your content is aligned with what users are searching for and that your navigation is structured in the best possible way to cultivate usability as well as search ranking. All of our Sitemap and SEO Analysts are heavily certified and execute this portion of the project according to the latest standards and best practices in the tourism industry. Our industry experience gives us a huge advantage since we understand specifically how Google and other competitors have been infringing on your content and hampering your optimization efforts.

The SEO Site Transition in a website redesign includes: creating a sitemap file in HTML and XML and submitting it to the major search engines, setting up friendly 404 redirects, installing Google Analytics tracking tags, setting up and configuring Google Search Console and Bing Webmaster tools, creating a robots.txt file, checking for crawl errors, performing an overall scan of the site, and other miscellaneous tasks to verify that your technical SEO is all as healthy as possible for the launch of a new website. In addition, we provide the tools and functionality needed to continue to maintain your site for SEO success via provided control over Meta Tagging, Schema.org tagging, redirect management and more. Since Simpleview CMS is a Software as a Service offering, it is constantly updated under the guidance of our Digital Marketing team to ensure that it continues to be up-to-date with the latest SEO best practices.

The Simpleview Search Engine Marketing team follows all published Webmaster guidelines and best practice policies from all the major search engines. We do not conduct SEO activities that risk any negative short or long-term effect on search engine visibility and rankings, known as black-hat SEO. Our Search Engine Marketing team stays current on search engine algorithm updates, industry trends and guideline changes and makes recommendations and updates accordingly.

Integration Capabilities

We work tirelessly to adhere to SEO best practices and to develop strategies that make an immediate impact and also lay the foundation for future growth and success for our clients. Additionally, the entire Search Engine Marketing team is Google certified in either paid search or Analytics.

The above tasks are all completed as part of the core redesign process. We also offer ongoing Search Engine Optimization as a managed service.

Describe the architecture of the site you propose for our project and how your firm ensures a client's website can adapt to changing technology.

Because the Simpleview CMS is built upon a Software as a Service model much like our industry-leading Destination Management System (CRM), our goal was to provide a fully scalable system that ensures you are always on the newest version of our industry-specific tools. In addition to insulating you from website maintenance costs on an ongoing basis (browser updates, bug fixes, API changes, new features) the CMS was also developed in a way that allows for these updates and upgrades to be implemented without affecting the core code. These types of updates are rolled-out every 2-3 weeks to ensure that the platform is always growing and evolving.

The Simpleview CMS allows the user to create their own pages via functionality that is native to the CMS itself. This begins with the ability for the Admin to create a variety of page templates consisting of one, two or three column layouts (typically). It's within these larger level page templates that the base structure for a landing page can be determined. From there, once a user has selected their template, they can begin to make some specific navigation and content decisions. For example, if the goal of the landing page is to keep the user within a specific experience/funnel, the Admin may not want to include site nav on the landing page they're creating and so they would simply unlock the navigation widget and remove the navigation from this page. Then the user could move on to assign custom header images, drop in content and place additional widgets as needed. Finally, if the Admin wanted to create a different visual look for their landing page (i.e. swapping out the background color), they could access the CMS Code Editor to edit those details at the code level, preview those changes and then push them live. In the case where the Admin may not desire to edit the code of the page, Simpleview's dedicated development team could then be leveraged as an extension of staff as needed.

Integration Capabilities

LISTING CONTENT

As your current CRM provider, the inherent integration with your Listings, Events, Coupons and Forms will allow us to easily pull through all of the data you need to populate on your website. How much or how little data we expose to the front end user and how we style the display of that data is completely up to you. The Simpleview CRM employs a tagging system that allows users to create, assign and remove tags, which enables them to sort, organize, and segment records for reporting, create mailing and distribution lists, and store records. Each field, including custom fields, can be filtered and queried to generate lists or reports based on criteria needed for sales prospecting, tradeshows, etc.

Marrying the front end experience of your audiences with optimized internal workflow and process is a goal that Simpleview is uniquely positioned to realize. The key to streamlining internal process at The City of San Marcos Convention and Visitor's Bureau lies in the ability for the chosen vendor to integrate their CMS technology with the CRM platform that your staff utilizes to perform your destination management operations. The fully integrated CMS and CRM solution that Simpleview brings to the table at the onset of the project would eliminate the need to allocate timeline and resources towards establishing a connection between the platforms. We can instead leverage that existing integration and expand upon it in the most effective manner to save your staff valuable time and effort. Data would flow freely from your website into your CRM and vice versa, significantly reducing the need for any double work, data entry, or ongoing maintenance of the integration.

Reference List of Projects

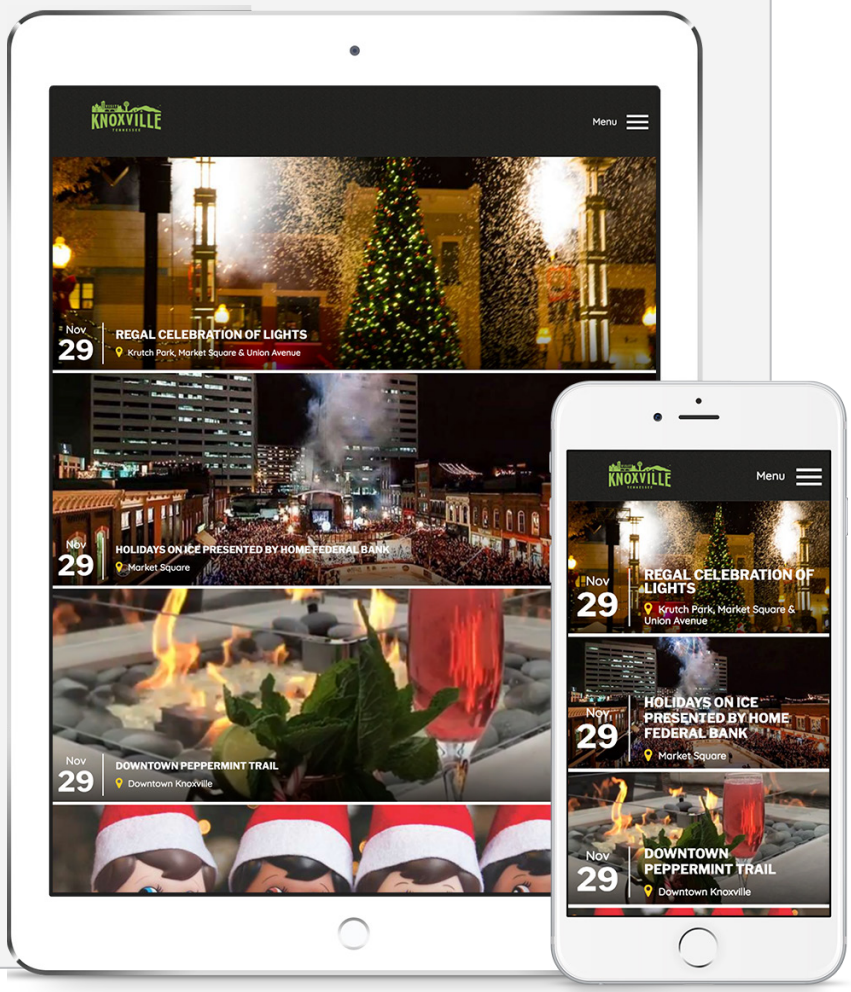
A reference list of clients with contact names, telephone numbers, and email addresses. Projects listed should encompass minimum of five (5) years of experience.

- **With each reference listed, include a live link to each project site.**
- **You may include an additional page detailing projects and associated links to demonstrate your work products and styles.**

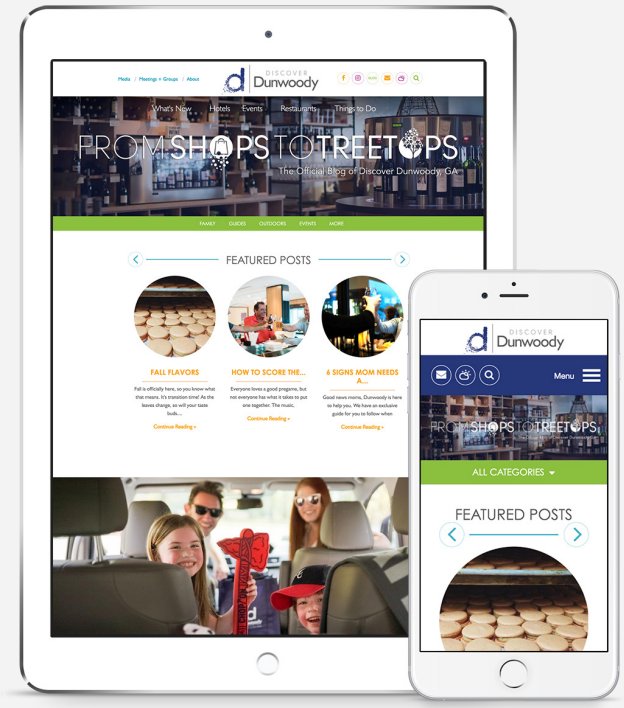
visit knoxville TENNESSEE

Angie Wilson – *Senior Director of Marketing*
awilson@knoxville.org | 865.523.7263
Client Since: March 2013
www.visitknoxville.com

Description of Scope of Work: During a monthly call, it was decided the events page on Visit Knoxville's website needed to be redesigned. We discussed all the elements of the current layout then created a document outlining all the features we would like to implement. From changing the overall interface and adding certain elements (quickview and a trip planner tool). After implementation, Visit Knoxville now has a very easy to navigate Calendar of Events page. This is one of the top landing pages on the websites and from the time this project was completed, traffic has increased and bounce rate has decreased.



Kim Franz, *Director of Marketing*
Kimf@cvbdunwoody.com | 678.244.9805
Client Since: October 2010
www.discoverdunwoody.com



Description of Scope of Work: When Discover Dunwoody created their goals for the upcoming year, they shared one of their biggest goals was to inspire potential travelers to visit Dunwoody by being the voice of Dunwoody through their blog, From Shops to Tree Tops. The blog included an abundance of evergreen content that was a little difficult to find unless a user was searching through archives. After several calls and emails, we created a scope of work and executed a new blog layout that showcased categories, had a featured post section and a recent post widget that Discover Dunwoody can control how many posts are being showed and what posts to display.

Hope Strokes, *Director of Brand Marketing*
hope@visitamarillo.com | 806.342.2024
Client Since: September 2013
www.visitamarillo.com

Description of Scope of Work: Visit Amarillo was ready to dust off the boots and build a new website. The goal for the new website was to have a "Modern Western" website that illustrated all the offerings in Amarillo with large imagery, fonts that were easy to read but had a western feel and also captured some of the nature scenes (see Palo Duro Canyon illustration in the footer). This was a very exciting project to add a modern twist on a western inspired website, by adding small items i.e boots instead of bullet points, the website really makes you feel as though you are in Amarillo, Texas.

case study | website redesign

THE LIVE MUSIC CAPITAL OF THE WORLD GETS A WEBSITE REDESIGN

PAIN POINTS

- An outdated website that could be difficult to navigate and was not mobile-friendly
- Preconceived notions about Texas that could dissuade first-time visitors

49% increase in organic search traffic

29% increase in social traffic

47% increase in referral traffic

a Silver Award at the 2019 HSMAI Adrian Awards

First-time visitors to Austin might be surprised to find themselves being entertained with live music as they walk through the terminal at Austin's airport after deplaning. But in actuality, it's probably the most on-brand welcome the city could offer.

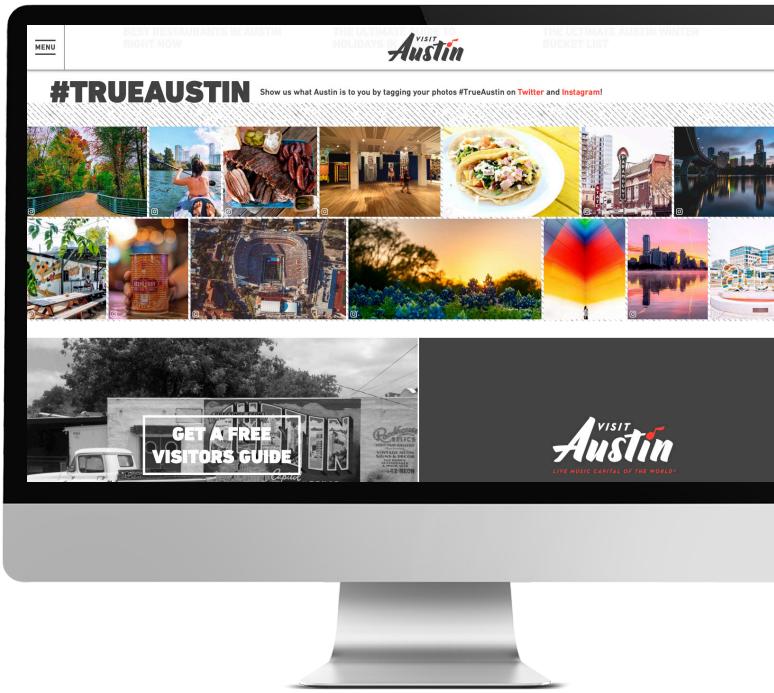
Dubbed 'The Live Music Capital of the World®,' Austin is home to more than 250 live music venues throughout the city. Visitors can expect to see – and hear – musicians in typical venues, such as clubs, coffeehouses, bars and concert halls, as well in unexpected places like grocery stores and city council meetings.

When it came time for the team at Visit Austin to redesign their website, it was this energy and personality that they wanted the new site to convey. The design needed to not only communicate Austin's love for live music, but even more so - the fact that Austin is a culturally rich destination with diverse offerings for every kind of traveler.

simpleview

EN ROUTE TO AUSTIN

Prior to their website redesign, the team at Visit Austin had also undergone a complete visual and identity rebrand. Formerly known as the Austin Convention & Visitors Bureau, the destination marketing organization (DMO) had taken on an updated name and logo, as well a new set of bold colors and typography.

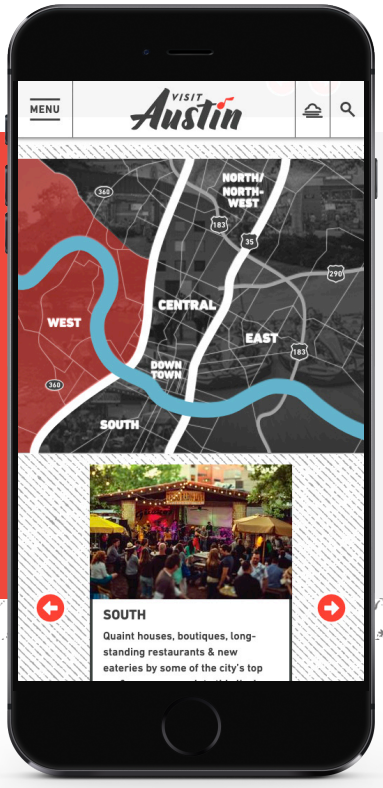


But the rebrand was far more than just a new name and a few strategically chosen fonts. Rather, Visit Austin was the face of a bold, bright city that welcomes visitors to experience Austin for themselves. And it was up to the Simpleview experience design (XD) team to create a brand new, state-of-the-art website to complete this mission.

To begin the redesign process, several members of the Simpleview team visited Austin to experience the destination for themselves. They ate local food, attended live music shows and shopped for goods at Austin's small businesses.

During the immersion trip, the XD team also asked the Visit Austin team to partake in a few branding exercises to help them better understand the city. First, the team was asked to create a playlist that captured the essence of Austin, followed by the curation of a menu that reflected the tastes of Texas.

This data – along with the personal experiences collected during the trip – enabled the Simpleview team to begin to conceptualize a website that was truly unique to Austin.



> I wasn't sure if the onsite immersion was entirely necessary, but after I saw the design that came through and the level of detail included, I realized how important it was for the designers to come to our destination in person and experience it for themselves. I'm really glad we went through with it!"

– **KATIE COOK**
Director of Digital Marketing

HIT THE REFRESH BUTTON

With the redesign, Visit Austin wanted a clean, striking design that featured eye-catching visuals. And while their previous site had plenty of engaging content, it could be difficult for the user to navigate the site to find what they were looking for. As a result, the XD team focused on putting content first and using website data to make the user experience more intuitive and interactive.

Message-wise, the Visit Austin team had several objectives. First and foremost, they wanted to amplify their reputation as The Live Music Capital of the World®, and give potential visitors a taste of what they could expect from the city's music scene.

Overall, the site needed to exude a certain "coolness" factor that might help to negate preconceived notions and stereotypes of Texas from first-time visitors. Austin isn't just tumbleweeds and dude ranches; it's a cool, urban destination with a rich and diverse culture.

BEAUTY IS IN THE EYE – AND EAR – OF THE BEHOLDER

As the Simpleview XD team set to work, they focused on highlighting a few of Austin's key characteristics: its foodie scene, its outdoor offerings and its status as The Live Music Capital of the World®. These are the things that set Austin apart from other destinations, even within Texas itself, and it was important to the team to incorporate these elements into the final design.

They did so in obvious ways, such as adding a "Music Scene" tab to the navigation bar, and in more subtle ways, by incorporating a grooved texture into the site background, designed to mimic the grooves on a record.

The one-column, mobile-first site also showcased full-width videos and user-generated content (UGC) from visitors, creating visual storytelling elements that encourage visitors to picture themselves in the destination. In addition, features such as fully customizable listings pages and a mobile navigation menu set the site apart from other destination websites and enhance the user experience.

Going forward, the team at Visit Austin is placing an emphasis on increasing engagement metrics such as time on site and pages per visit. In doing so, they've prioritized the integration of video assets and user-generated content into the site, and made sure that editorial content is easier for users to find and consume.

Since it's launch in April 2018, the website has seen impressive metrics and was recognized at the 2019 HSMAI Adrian Awards with a Silver Award in the Digital Marketing – Website category.

49% ORGANIC search traffic is up

34% ORGANIC average sessions duration is up

DIRECT traffic is up **0.5%**

6% DIRECT average sessions duration is up

47% REFERRAL traffic is up

40% REFERRAL traffic new users is up

SOCIAL traffic is up **29%**

40% SOCIAL traffic new users is up

OVERALL sessions are up **21%**

20% OVERALL new users are up

simpleview

case study | website design

WELCOME TO SKI CITY

PAIN POINTS

- Finding a way to creatively showcase Salt Lake's winter attractions
- Promoting those winter attractions without deterring meeting and event planners from holding events in the region

Website sessions up
27%

Blog sessions up
123%

Super Pass clicks up
141%

Super Pass web sales up
40%

Home of the 2002 Winter Olympics - and a bid city for the 2030 Olympic Games – Salt Lake City has long embraced its reputation as a thriving winter destination. Professionals and hobbyists alike often make their way to the Utah capital to partake in an array of winter sports.

For the team at Visit Salt Lake, the city's reputation as a winter wonderland was both a blessing and a curse. While it made Salt Lake City a prime destination for travelers seeking adventure and recreational snow play, this reputation became a hurdle when trying to book meetings and events in the city.

They quickly realized that each demographic required a unique marketing strategy, and they needed to find a creative way to market to both winter sports enthusiasts looking for adventure and meetings professionals seeking a prime location to host their next event.

And thus, Ski City was born.

simpleview

WELCOME TO SKI CITY

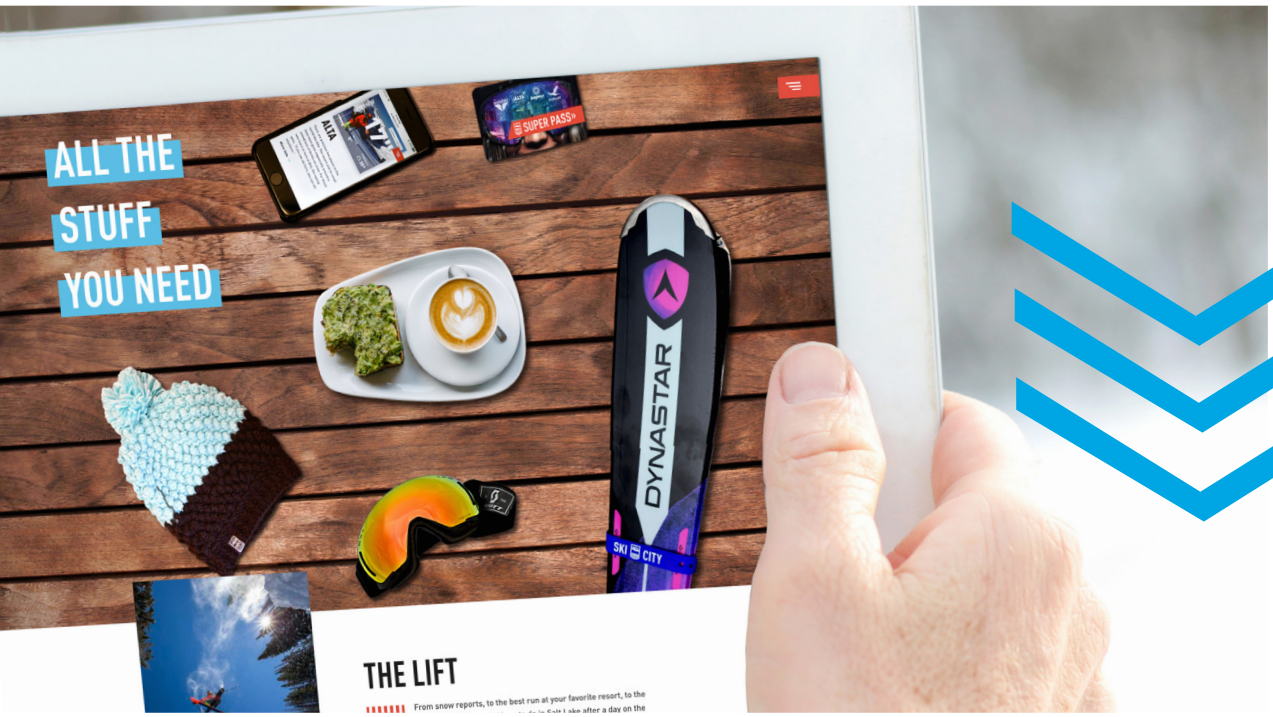
To solve their problem, the team at Visit Salt Lake came up with a creative solution: they would double down on the myriad ski assets VisitSaltLake.com provided, but do so on an entirely new platform with the sole purpose of marketing the destination's winter attractions. This would leave VisitSaltLake.com to promote year-round to visitors, meeting and tour planners; while the new site, aptly named SkiCity.com, would showcase Salt Lake's world-class resorts and "the greatest snow on earth."

The goal for SkiCity.com was not only to emphasize the city's devotion to winter sports, but also to highlight that it's ski destination unlike any other. More than just a name, Ski City is a place that offers you unlimited options after a day spent at any one of the four world-class resorts just 30 minutes from the city's center. It's about who the city is. Who the people are. And the feeling you get when you're there. It's about a city that came together to host the 2002 Winter Olympics. It's about making friends with all the snow fanatics who call this place home.

Eric Thompson, vice president of marketing for Visit Salt Lake, put it best, saying: "It's not just a cute name, it's who we are." And it was exactly that sentiment they wanted to capture within the new site. They needed a website design that sold a lifestyle, not just a destination.

> "The new website needed to convey the message that no matter what you wanted to do, you could do it in Ski City. And I think the Simpleview team delivered on that."

– **KATIE VAN RIPER**
Ski City Brand Manager



TIME TO HIT THE SLOPES

When Simpleview's Associate Creative Director Travis Yewell got ahold of the Ski City project, he immediately knew that he wanted to create a website that was just as unique as the concept.

Oftentimes, when it comes to promoting winter destinations and ski towns, designers will opt for a more rustic, "cabin in the woods" aesthetic. Instead, Travis and the Simpleview experience design team decided they wanted to convey a cool, mountain sports meets urban lifestyle. With Visit Salt Lake's full support, Travis and team had the creative freedom to begin pushing the boundaries of what was expected. The team recognized their challenge as this: they needed to create a site that was not only cool and conceptual, but also easy-to-use and intuitive.

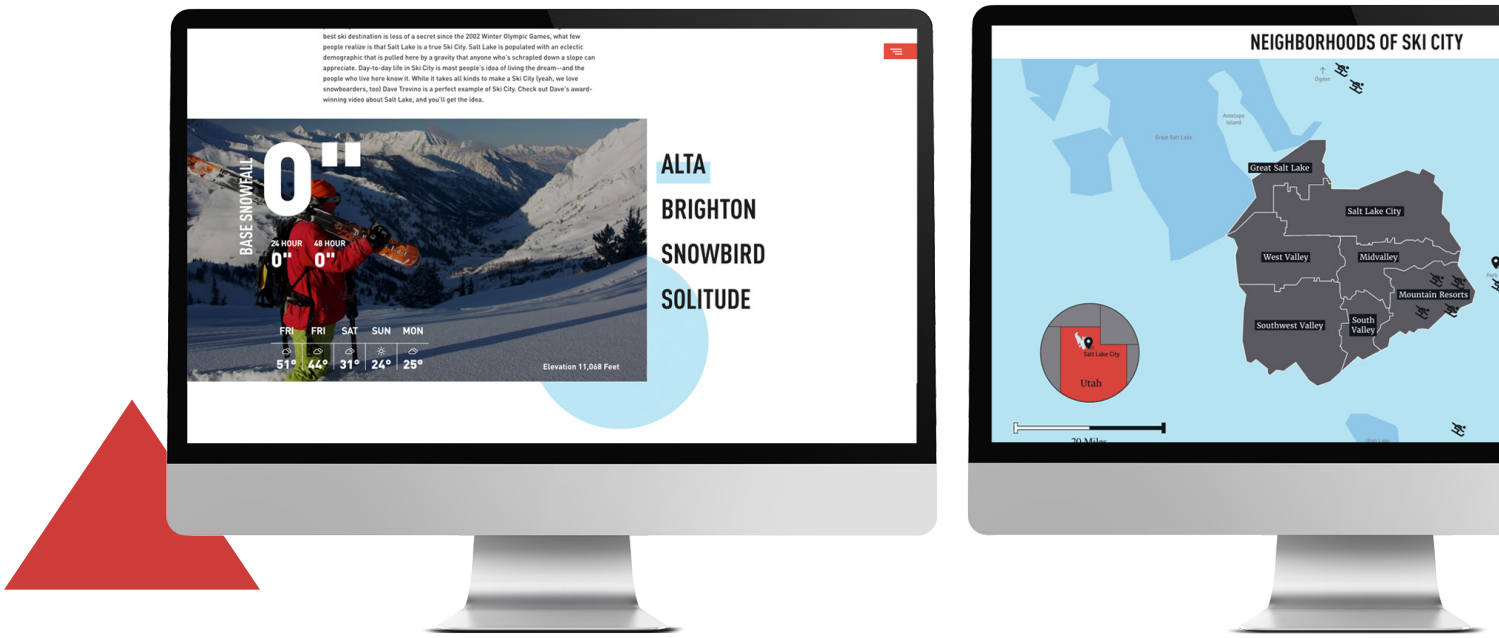
> "We wanted to create a visually intriguing site with innovative features while maintaining a clean user experience."

– **TRAVIS YEWELL**
Associate Creative Director,
Simpleview

As they began brainstorming ways to showcase Ski City, they knew they wanted to rely heavily on high quality visual aspects, including a video overlay, animations and other visual design elements. In order to do so, the site needed a few seconds of load time. Knowing that lagging load times could negatively affect user experience and lead to higher bounce rates, the designers created a custom preloader to enhance the user experience, allowing the homepage to fully load before its reveal.

Then they really got creative, adding features such as full-page navigation and interactive snowfall calculators that update in real time. They even built an interactive widget to drive partner referrals. Need to find somewhere to eat? Click on the avocado toast. Forgot your winter hat at home? Tap on the beanie to find the nearest retail locations.

These innovative features would set the site apart from anything the city had ever done before, and set the user's expectations for a unique winter sports experience in Ski City.



TWO WEBSITES ARE BETTER THAN ONE

At the end of the ski season, Visit Salt Lake was able to see if the risk to separate their content onto two separate sites had paid off.

For SkiCity.com, the results were impressive. Sessions were up 27 percent over visits to the Visit Salt Lake site during the same period, and SkiCity.com's blog sessions soared to a 123 percent increase over the Salt Lake City blog.

The redesigned site also drove a whopping 118 percent increase in clicks to purchase a Super Pass, leading to a 40 percent increase in web sales of the Super Pass from the previous year.

Visit Salt Lake's partners were also thrilled with the investment that the DMO had made into the Ski City brand, knowing how integral winter sports tourism is to the local community.

Website sessions up **27%**

123% Blog sessions up

118% Increase in clicks to purchase a Super Pass

Increase in web sales **40%**

Information Questionnaire

ATTACHMENT "A"

VENDOR INFORMATION QUESTIONNAIRE

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

Name of Company:	Simpleview LLC
Primary/Principal Office Address:	8950 N. Oracle Road, Tucson AZ 85704
Telephone Number:	(520) 575-1151
Email Address:	Kelly.genzman@simpleviewinc.com
DUNS Number (if applicable):	01-501-3951

Form of Ownership (check one):

- ☐ Corporation State Incorporated/Registered NC / Date Incorporated/Registered 3/11/13
- ☒ LLC
- ☐ Joint Venture
- ☐ Partnership: If Partnership, select one of the following: ( ) Limited or ( ) General
- ☐ Individual

Company has been in business since: 2001

List of Partners, Principals, Corporate Officers or Owners:

Name	Title
Ryan George	Chief Executive Officer
Scott Wood	Chief Operating Officer
Keith McLamb	Chief Financial Officer
Scott Meredith	Head of Contracts + Procurement

List of Corporate Directors:

Name	Title
Richard Reasons	President
Bill Simpson	Chief Technology Officer
Brad Wilford	Director
Eion Hu	Director

1. Have you had any contracts terminated for default or other performance reasons? ☐ Yes ☒ No
If yes, explain: _____

2. Has your company been convicted of a criminal offense involving fraud, theft, bribery, kickbacks, or unlawful gifts to a public official? ☐ Yes ☒ No

If yes, has the conviction occurred within three (3) years immediately preceding either the date of submission of a

Information Questionnaire

bid/proposal, or the date of award of the contract?
If yes, explain: _____

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

4. Does your company have pending claims, investigations, or civil litigation involving allegations of fraud, misrepresentation, or conversion? ☐ Yes ☒ No
If yes, explain: _____

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

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

7. Has your company refused to execute a contract following an award by the San Marcos City Council?
☐ Yes ☒ No
If yes, explain: _____

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

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

I, Scott Meredith, as Head of Contracts and Procurement
Name of Individual — Title & Authority

of Simpleview LLC, declare under oath
Company Name

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

Scott Meredith
_____
Signature

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL

Price Proposal

Price Proposal Form (Attachment B) is attached. We've also included a further break-down of pricing on the following pages.

ATTACHMENT "B"

PRICE PROPOSAL FORM

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

Name of Company:	Simpleview LLC
Contact Person:	Kelly Genzman
Primary/Principal Office Address:	8950 N. Oracle Road, Tucson AZ 85704
Telephone Number:	(520) 575-1151
Email Address:	Kelly.genzman@simpleviewinc.com

Website Redesign Cost:	$45,000 (one-Time), $25,000 (annually)
Data Migration Cost:	Included w/ one-Time Fee
Implementation Cost:	Included w/ one-Time Fee
Initial Training Cost:	Included w/ one-Time Fee
Hourly Rates: (you may include this as a separate attachment)	$125/hour * Discounted to $100/hour if Support Plan is purchased

*You may attach a separate cost proposal outlining all associated costs for this project. Indicate if costs listed are required for this project or if optional. Include a project cost total for required expenses where appropriate. Also indicate if package/tier/discount rates are available for support, licensing, or other services.

I, Scott Meredith (Name of Individual), as Head of Contracts and Procurement (Title & Authority)

of Simpleview LLC (Company Name), proposes to complete the

Project for the prices listed in this Price Proposal Form for scope of work and services described in the RFP documents.

Scott Meredith
Signature

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL

Investment Summary

Website Design	One-Time Cost	Annual Licensing
Responsive Sitemap Consultation & Content Roadmap	$6,000	-
Discovery Session	$2,000	-
Responsive Strategy, Usability & Design Development	$25,000	-
Strategic Planning & Ideation	Included	-
Discovery Session	Included	-
Research & Findings Presentation	Included	-
Wireframes	Included	-
Digital Style Guide	Included	-
High Fidelity Prototypes	Included	-
Interaction Design & Development	Included	-
CMS Development Assets	Included	-
Content Collection, Page Creation & Data Migration	$4,000	-
SEO Site Transition Program	$4,500	-
Website Development Core Engagement	**One-Time Cost**	**Annual Licensing**
Navigation & Content Management (CMS)	-	$16,000
Homepage Slideshow & Interior Header Management (Image & Video embed)	-	Included
Metatag Management	-	Included
Redirect Module	-	Included
Articles Module (Includes One Feed; $500 One-Time/Additional Feed)	-	Included
Content Ownership	-	Included
RSS Feeds	-	Included
Template Generator	-	Included
Site Search	-	Included
Hosting and Sitewide SSL Certificate	-	Included
Code Editor (CSS, Template & Javascript Code Overwrite Capabilities)	-	Included
Responsive GEO Triggers (Listings, Coupons, Events)	-	Included
Add This Social Sharing	-	Included
Schema.org and Open Graph Tagging Capabilities	-	Included
Quality Assurance Testing	-	Included
Staff Training (conducted over the phone)	-	Included
Access to our client portal and training video resources	-	Included
Core CRM Integrations	**One-Time Cost**	**Annual Licensing**
Form Builder	-	Included
Partner Listings	-	Included
Calendar of Events	-	Included
Special Offers/Coupons	-	Included

Investment Summary

CMS Modules, Add-Ons, & Integrations	One-Time Cost	Annual Licensing
Asset Request	-	$2,500
Blog (Includes One Feed; $500 One-Time/Additional Feed)	-	$1,500
Highlights Module	-	$1,000
Media Gallery	-	$1,000
Itinerary Building Tool	-	$2,500
Google Maps	-	$2,500
Social	**One-Time Cost**	**Annual Licensing**
Crowdriff Embed Integration	-	Included
Compliance & Accessibility	**One-Time Cost**	**Annual Licensing**
GDPR Banner (One-Time Fee)	$500	-
Subtotal	$42,000	$27,000
Project Management Fee	$6,300	-
Current CRM Customer Confidential Discount	-$8,300	-$2,000
Total Cost	$40,000	$25,000
YEAR ONE TOTAL	$65,500	

Payment Schedule

We have proposed our standard payment terms and schedule below. Other arrangements can be discussed.

One-time Cost Payment Schedule	Amount
Project Deposit Equal to 50% of the One-time Cost Due Upon Contract Execution	$20,000
Balance of One-time Cost Due 90 Days After Contract Effective Date	$20,000

Recurring Cost Payment Schedule	Amount
Date of 90-day mark after effective date of agreement sets the anniversary date for Years 2 and beyond.	$25,000

Recommended Items (Not Included in Proposed Investment)

Recommended Items (Not Included in Proposed Total)	One-time Cost	Annual Cost
SimpleSupport5 - 60 hours/year of post-launch website support for change requests and additional design/development work @ $100/ hour vs. standard hourly rate of $125/hour	-	$6,000
AudioEye ADA Complaint Tool	-	$10,000
Search Engine Optimization	-	$24,000
Search Engine Marketing SEM/ Paid Digital Marketing	-	TBD based on media spend
Content Creation and Strategy (annual engagement)	-	$28,000
Email Marketing/Marketing Automation via Act-On	-	TBD based on number of contacts
Map Publisher	$500	$6,000
Book>Direct Widget	-	TBD
XML Listings and Events Feed to integrate VisitWidget	-	$1,200

Additional Services (Not Included in Proposed Investment)

1. Customer Relationship Management ("CRM")

Simpleview's CMS was designed to fully integrate with Simpleview CRM. Simpleview was the first tourism industry technology provider to recommend and create a technology stack where your CRM, website, and interactive marketing are integrated tightly. Which means any time you update member/partner listing information, Google Maps data, business details, media files, contact information, social media, etc., they are dynamically available on your website. This two-way push/pull of data between the CRM and website will also allow you to capture new opportunities, subscribers, visitor data and literature requests via forms. In addition, any interactions with partner listings, events and coupons are also all tracked back into the CRM's Partner Benefit Summary, so you can seamlessly report on all of your success. The City of San Marcos Convention and Visitor's Bureau is currently in build with our CRM solution and the project will launch early 2020.

2. Email Marketing / Marketing Automation

As digital marketing continues to evolve, we believe, and see a true omni-channel marketing automation strategy is essential to any DMO. Two years ago, we completed a comprehensive review of Marketing Automation platforms and decided to partner with Act-On, a true industry-leader in the Marketing Automation space.

We are the marketing automation leaders in the tourism industry. We have implemented Act-On's marketing automation platform with over 60 DMOs including both Leisure and Meeting Sales programs. Our experience and in-depth knowledge of the tourism industry has enabled us to develop a marketing automation framework that uses multiple channels and translates traffic into leads.

Act-On allows us the ability to lead score your website's interactions with consumers and meeting planners to help automatically move them through the path to purchase. And with a Simpleview CRM integration with Act-On in place, you can ensure that any tracking and lead scoring associated with your marketing programs (emails, social media, landing pages and more) will be captured in your CRM.

Flow Chart: Act-On Integration

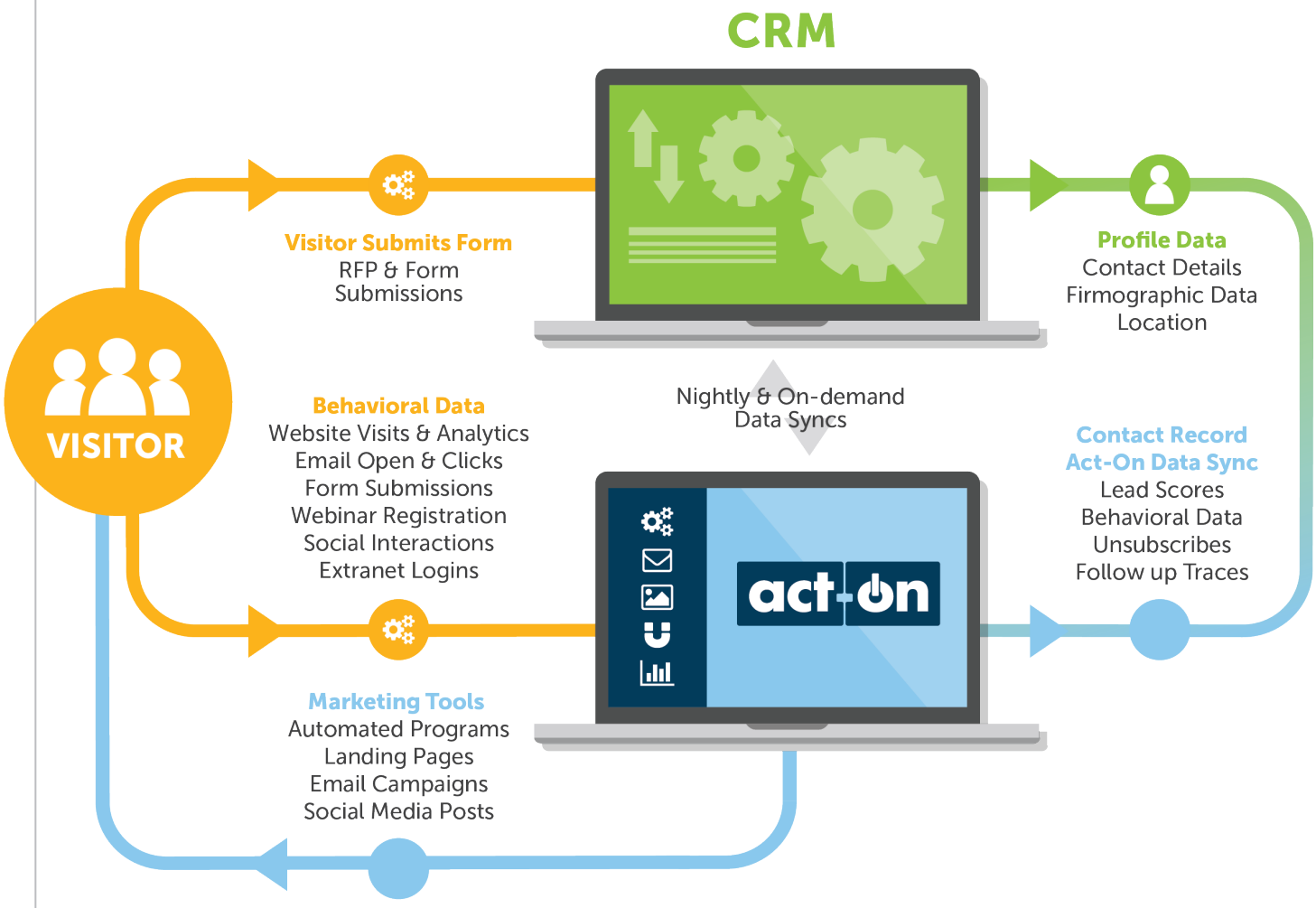


Image: Act-On seamlessly integrates with our tourism leading CRM. This seamless integration ensures your data and contact lists are always synchronized.

Additional Services (Not Included in Proposed Investment)

3. SEO

Search Engine Optimization is an ongoing process that continues long after a website has been launched. Our job is to continually refine and evolve your site, building on strengths and correcting weaknesses to constantly improve your organic traffic quality and volume, increase bookings, build your databases and meet other goals. At the beginning of an ongoing SEO engagement, Simpleview gathers all members of the search engine marketing team to review the project scope, goals and objectives in an internal strategy session. Once this has taken place, the team reviews the marketing strategies and KPIs that have been set up and tracked in Google Analytics. A full site evaluation and Competitive Analysis Report is then performed, which provides an SEO roadmap for the upcoming years activities.

Our website analytics services start with correctly reviewing Google Analytics throughout your site to provide detailed information on visitors and their behaviors on your site. Each month, we study the queries and referrals that brought visitors to your site, traffic patterns, bounce rates and other important engagement information, recommending site refinements and marketing initiatives to increase your website returns. Some of our organic optimization activities include the following:

- Developing annual SEO account plan
- Detailed monthly reporting
- Constant monitoring and optimization
- Competitive analysis report
- Technical barrier report
- Deep keyword research and analysis
- On-page optimization
- Redirects and friendly URLs
- Tracking for marketing initiatives
- Link building strategy
- SEO related developer work included with all engagements

Additional Services (Not Included in Proposed Investment)

4. Search Engine Marketing ("SEM") / Paid Digital Media

Simpleview specializes in managing custom Search Engine Marketing (SEM) and Pay-Per-Click (PPC) campaigns for destinations and attractions in the travel and tourism industry. Our philosophy revolves around having expert, non-automated analysis and optimization of all PPC campaigns. Currently, we average over a 5% click through rate and under $0.30 per click across all DMO accounts. A paid search campaign works best when paired with an organic SEO campaign, which helps to increase overall web traffic from all angles.

Simpleview SEM services offer a full range of media options for destination marketing organizations from strategic planning and media buying to optimizing results for interactive advertising campaigns. We collaborate with our clients to achieve their targeted goals and adjust our tactics to meet market demands. Every member of the SEM team is certified in Google Adwords and only works in the travel and tourism space making us the industry experts in paid media.

As with any campaign our strategy begins with getting a good understanding of your website objectives and goals. Equally important is spending some time researching your competitors to get a true understanding of the overall market. Doing this initial research gives our team the ability to develop a strategy that best fits your needs and takes any potential challenges into account.

The goal of most DMO campaigns is to drive qualified traffic and increase conversions. To achieve the highest traffic and conversions possible it is important to have a team that will constantly optimize (especially since travel is an incredibly competitive space). Our initial focus is to conduct research on the search terms used by your target audience. Since we only work in the travel and tourism space we have years of experience that give us a unique advantage over others. Armed with that knowledge we'll develop an SEM strategy to reach your goals. This may include doing paid search, setting up retargeting campaigns through remarketing lists for search ads (RLSA), contextual and audience targeting, or even social media ads through Facebook advertising. Along the way we'll continually optimize, reducing the costs you pay per click and improve conversion rates to maximize your search engine marketing ROI. Equally important is that we aren't cannibalizing your SEO efforts. Our team keeps a close eye on this by reviewing reports that give us insight into how each channel is performing.

Additional Services (Not Included in Proposed Investment)

5. Content Development and Strategy

Simpleview proudly offers content creation to our clients. Our team will collaborate with key staff, stakeholders and agency partners, leading the group through a series of exercises designed to ensure website content lets visitors quickly find the information they want and easily complete tasks. At the beginning of a full content marketing engagement our team has a kick-off call with you to discuss key business objectives. This begins the strategy and planning phase of the content creation process.

We'll ask your team questions such as:

- "What are your goals?"
- "What content drives traffic to your site?"
- "What are your current conversion rates?" and
- "What content marketing strategies are currently in place?"

The primary objective for DMOs typically falls into one or more of four buckets:

- Increase referrals to partners (CPR)
- Increase onsite engagement (CPE)
- Increase leads (CPL)
- Increase sales (CPS)

After your primary objective is determined, our research experts take a deep dive into your site and conduct an audit where we execute a sitemap analysis, keyword analysis, competitive analysis, engagement analysis, and content distribution review. The findings of the report lead the way for the content team to create a content roadmap, which will define the types of content needed for future creation.

Once research is complete and a content roadmap developed, content creation activities will begin. A quarterly phone call will be setup to discuss and review your content marketing report as well as to discuss upcoming content creation items.

Additional Services (Not Included in Proposed Investment)

6. Digital Campaign Development and Strategy

Over the last few years, consumer behavior has experienced huge shifts triggered by a greater demand for personalization, growth of digital channels, and increased mobile use. Visitors are now overwhelmed by an abundance of information and options, a feeling magnified by shorter attention spans to navigate them. The traditional travel purchase cycle we once knew is evolving, which means today's DMO needs to adapt to a new landscape.

Simpleview's Digital Marketing department offers a full suite of services that will lift your brand and website presence. Simpleview provides a comprehensive, fully-integrated solution that includes the services for a successful online marketing campaign through our six-step framework: research, creation, optimization, amplification, testing, and proper measurement.

Additional Services (Not Included in Proposed Investment)

RESEARCH:

Your destination is more than just Keywords. Making an informed data-driven decision begins with research. Research is the foundation of everything we do—it provides a clear roadmap for digital strategy and insights, and paves the way for success.

CREATE:

We develop content that engages your audience and inspires them to take action. Our team recommends telling a story through a combination of original (website, blog), curated (UGC), and even sponsored content (guest bloggers, influencers).

OPTIMIZE:

Our team spends nearly 30,000 hours per year optimizing DMO websites for search—no other agency can make that statement. The landscape is ever-changing for DMOs, yet organic search is still the #1 source of traffic, accounting for more than 53% of overall site traffic. The City of San Marcos Convention and Visitor's Bureau is empowered to take advantage of this through our full SEO services suite, which ultimately positions you to reach engaged travelers who are actively looking for the information and inspiration The City of San Marcos Convention and Visitor's Bureau has to offer.

AMPLIFY:

We provide intelligent and effective PPC, email marketing, social media advertising, influencer marketing, YouTube ads, and more. These channels not only promote, but amplify digital content to increase the likelihood of destination arrivals. Our team recommends targeting, tracking, testing, and optimizing paid media efforts to deliver the right message to the right person at the right time.

Additional Services (Not Included in Proposed Investment)

TEST:

Are you balancing your site's intentions with your visitor's experience? Testing and CRO will let you know. Conversion is one of the most crucial metrics that DMOs should consistently monitor. For destination marketers, this doesn't always mean a sale; however, it does indicate that a visitor completed an action that pushes them further down the funnel toward a purchase. The The City of San Marcos Convention and Visitor's Bureau is currently engaged with Simpleview in our full-service CRO and testing program that compliments your Dynamic Content and A/B Testing modules. More importantly, it allows you to avoid decisions based on gut feelings and instead focus more on data-driven digital marketing strategies.

MEASURE:

DMOs often drown in data, and focus on the wrong metrics. As a destination marketer, it's possible to track many metrics well, yet never measure what really matters for your organization. We begin by identifying the outcomes your DMO wants to achieve, and then determine the best way to measure for those goals. Our Business Intelligence team will work with you to analyze information with detailed reporting and data-visualization tools, like Destination Dashboards, so your team has helpful insights.

Appendix A: Additional Information

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lori Steiner	
Crest Insurance Group, LLC 5285 E Williams Cir. Ste 4500 Tucson AZ 85711	PHONE (A/C, No, Ext): 520-881-5760	FAX (A/C, No): 520-325-3757
	E-MAIL ADDRESS: LSteiner@crestins.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Co. of Reading PA	20427
INSURER B : Continental Insurance Company	35289
INSURER C : Columbia Casualty Company	31127
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	SIMPHOL-01
Simpleview LLC 8950 N. Oracle Road Tucson AZ 85704	

COVERAGES **CERTIFICATE NUMBER:** 745127644 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			6050463165	9/29/2018	9/29/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			6050463151	9/29/2018	9/29/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			6050463179	9/29/2018	9/29/2019	EACH OCCURRENCE AGGREGATE $	$ 8,000,000 $ 8,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6056637307	12/31/2018	12/31/2019	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability/ Cyber Liability			596832209	9/29/2018	9/29/2019	Per Claim Aggregate	$ 3,000,000 $ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability-Policy Number 596832209, 9/29/18-9/28/19- Business Interruption & Extra Expense Limit $3,000,000

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cody Ritchil

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

Website Design & Development

Smart, proven, beautiful design. That's what you see, but Simpleview websites are more than meets the eye.

We've been building destination websites since 2001, and have continued to build more than 400 sites for places as far apart and different as the town of Mat-Su, Alaska, the State of New Mexico, and the country of Norway.

WHAT YOU'LL FIND IN THIS SECTION:

Design Overview

EXPERIENCE DESIGN (XD)

Smart, proven, beautiful.

Simpleview's Experience Design group creates each DMO's website from scratch, specific to the destination, and focuses on the quality of the user's overall experience. We work with you to bring your location to life in distinctive ways, creating a custom design meant to leave a lasting impression.

We collaborate closely with our talented CMS developers, who turn your individual design into an easily and efficiently managed content solution. All along the way, your dedicated Simpleview Project Manager, Experience Design Lead, Interactive Designer, Search Engine Optimization (SEO) Analyst, and CMS Developers communicate openly so there are no surprises.

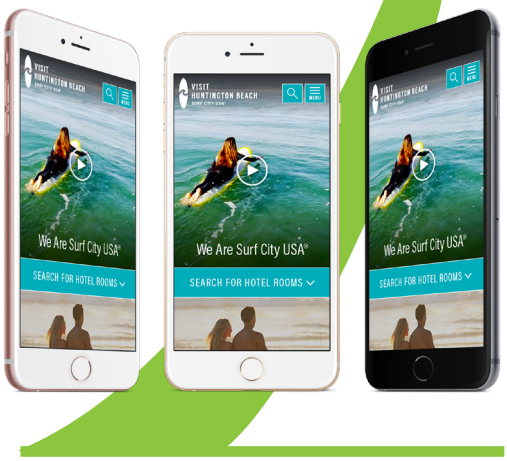
WEBSITE BUILD PROCESS

Based on collaboration and technology expertise, and carefully reviewed-over time, our design and build process has evolved into a refined, 12-step method, meticulously designed to provide the best experience for our clients and streamline internal workflow. This proven design process reduced turnaround time from the project kick-off to design approval by more than 60%, and over 30% of the website designs presented were approved as is. Some recent design presentations even received client approval on the spot, an impressive accomplishment for all involved and a testament to prudent planning and communication.

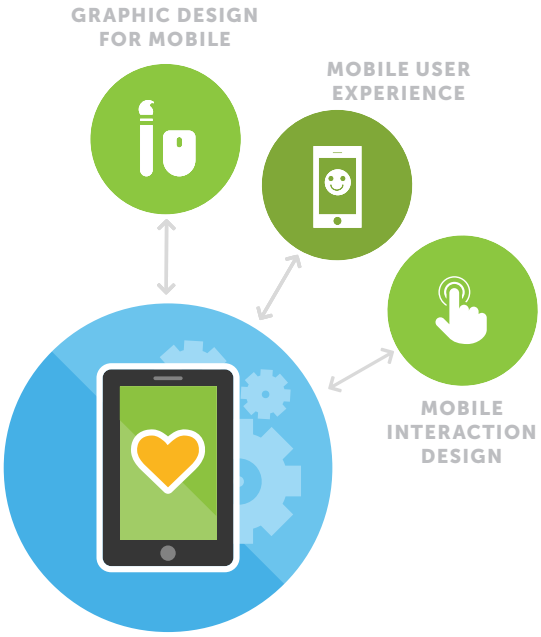
RESPONSIVE DESIGN

As smartphone and tablet use continues to proliferate, (not to mention smart TVs and wearable tech) it is critically important to make your content available to audiences when and where they want it. While there are certainly cases where a dedicated native app makes sense (Simpleview has an entire division – VisitApps– dedicated to mobile app development), Simpleview's go-to approach in recent years has been responsive design.

SIMPLEVIEW'S MOBILE-FIRST APPROACH



For the majority of our clients, traffic from mobile devices has surpassed desktop traffic. We therefore recommend a mobile-first approach, and we can collaborate with you to prioritize the most important requirements and elements for various screen sizes and use cases – we can hide elements to minimize the need to scroll. Additionally, we can continue to allow users to search "what's nearby" using geo-location.



Simpleview has designed and developed more responsive-design websites for destinations than any other firm. Through extensive analysis and usability testing, we have honed our mobile-first responsive design approach; a great deal of thought and planning goes into information architecture, wireframing, creative and UI design to ensure an optimal experience.

Whether it's a desktop PC, tablet, smartphone, kiosk or smart TV, Simpleview will help create the best possible experience for your audiences. As we will highlight later in our proposal, the Simpleview CMS itself is responsive, and allows real-time previews of pages in desktop, tablet and smartphone views.

1. Project Kick-off

- Introduce Simpleview website team
- Review process
- Identify key decision maker(s)

2. Orientation Meeting

- Review contract
- Discuss timeline
- Q & A with your dedicated Project and Account Manager

3. Discovery Meeting

- Review site with your dedicated Design Lead and Search Engine Optimization (SEO) Analyst
- Discuss site expectations in addition to your brand, engagement, and content strategy
- Collaborate and refine goals and KPIs for the new site

4. Research & Planning

- Your SEO Analyst will identify your website audience needs.

5. Findings Presentation

- (Optional) Destination Immersion led by DMO staff
- Receive analytic data from your SEO Analyst that defines your website audience
- Review findings from brand assessment with our Creative Director
- Your Simpleview team presents the recommended new site structure

6. Digital Style Guide

- Learn how to communicate the essence of your brand for the web

Advanced Sitemap

- Review recommended content road map

7. Design Presentation (High-fidelity Prototypes)

- Receive highly detailed functional prototypes from our Experience Design group for prototyping
- Approve design, then website moves into development
- Set website launch date

8. Website Development

- Powered by Simpleview CMS, the industry's most advanced content management system for creating, revising and managing website content
- Built as a SaaS (Software as a Service) platform

9. CMS Training

- Simpleview staff trains your team on CMS basics
- Access the online user forum, webinars, and document library

10. Website Review

- Site functionality tested and reviewed by our quality assurance team
- Website reviewed by our Experience Design group to ensure it matches the design and intended performance
- Final inspection completed by your Project Manager before it's turned over to you for review

11. Website Launch

- An exciting, collaborative event requiring participation across multiple departments
- Time to celebrate a successful project!

12. 30-Day Punch List

- A 30-day transition (post-launch) period for you to identify any issues and request functionality adjustments

Integrated Solution

Two-gether is better.

Two solutions are better than one. And when they integrate seamlessly to let your team accomplish more goals in less time, make your partnerships more powerful, and engage more visitors, two solutions become one powerful pair. Find out why more than 250 destinations use Simpleview's integrated solution.

WHAT YOU'LL FIND IN THIS SECTION:

Integrated Solution (CRM + CMS) Overview

Tool Descriptions: CRM, CMS

Software as a Service (SaaS) Defined

simpleview
CMS
Experience Grand Rapids
At A Glance...
See All
Tasks
All your tasks are complete!
29
Active Users
6,145,768
Member Views
Action Items
Asset Requests Pending
Unpublished Pages in Site: Primary
Listings Pending
Listings without Media
Listings without Geocoding
Events Pending
Events without an Image
Events without Geocoding
Stats
Facebook
Twitter
Pinterest
TripAdvisor
Disqus
Instagram
SimpleFeed
Site Activity
MacBook Air

Integrated Solution

Simpleview CRM & CMS: A Fully Integrated Management System, a Full-Service Solution

Your website and business relationships don't exist in separate worlds, and neither should the tools you use to manage them.

Through the years, we've designed and launched hundreds of DMO websites—all powered by the Simpleview Content Management System (CMS)—and have implemented Simpleview Customer Relationship Management (CRM) for 300+ DMOs. As you would expect, the Simpleview CMS is inherently and seamlessly integrated with the Simpleview CRM system.

In fact, Simpleview was the first in the industry to link CRM and CMS, and the first company to extend the integrated solution to sites optimized for mobile web. The goals of this integrated marketing approach? To make the destination marketer's job easier and, most importantly, provide a better user experience for staff, partners, and customers. What's more, it allows your team to accomplish more in less time, make your partnerships more powerful, and engage more customers by eliminating inefficiencies, lost data, and lost revenue that can result from juggling information across multiple systems.

In addition to enhanced capabilities for site administrators with regard to database-driven content and forms (among other advantages), this single platform approach also eliminates the costs associated with integration and means single-source accountability. Nearly 200 clients (including some of the largest destinations in the United States) utilize this integrated solution every day to make processes and communication easier.

Simpleview CRM & CMS: A Fully Integrated Management System

Simpleview CRM & CMS Communication

Consumer information, such as form submissions and tracking data, flows from the Website/CMS into your CRM.

Below are just a few of the consumer information pieces that travel from the website/CMS to CRM:

- Visitor Guide/brochure request forms
- RFP submission forms
- eNewletter signup forms
- Partner listing views
- Listing click-throughs

Member/Partner content and data flows from your CRM to the website/CMS.

Below are just some of the member/partner details that travel from the CRM to the website/CMS:

- Business information
- Listing descriptions
- Amenity information
- Images
- Special offers
- Meeting facility information
- Events
- Geo data

Simpleview CRM & CMS

A FULLY-INTEGRATED DESTINATION MANAGEMENT SYSTEM

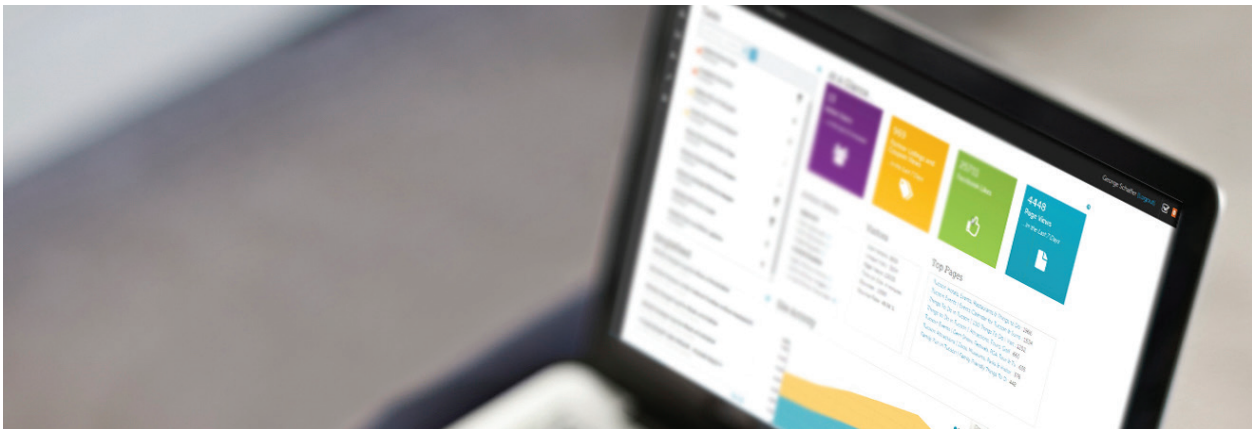
The union of this powerful pair offers a seamless full-service solution. The integration equates to:

Efficiency
A more consistent experience for staff, partners, and customers.

Accountability
Automatic tracking of all your activities and successes in one system, with the results tied back to your partners to show them the value of your efforts.

Savings
Lower costs than having disparate solutions. Not to mention the time you'll save due to powerful partner integrations.

Support
Always available, but you'll probably need less of it, as both tools are built especially for the way DMOs work, and function that way right out of the box.



Simpleview CRM & CMS

TOOLS THAT WORK TOGETHER FOR DMOs

SIMPLEVIEW CRM
Partner Listing Analytics, Visitor Guide Requests, RFPs, and More Feed From the Website into the CRM

SIMPLEVIEW CMS
Partner Listings, Events, and Forms are Managed in the CRM and Feed to the Website Via the CMS

WEBSITE
CRM & CMS Work Together to Create the DMO's Website

On a feature-by-feature comparison, these two tools have more power than any other options out there — and they have years of user group input, advisory board insights, and client and partner feedback to back them up. This not only makes them more intuitive to your organization's needs from the get-go, but also drives our continuous research, development, and innovation so you can rest assured you're always building on the best tools in the market.

Not only are you able to seamlessly push data out of CRM to the website, but the integrated solution also pushes partner tracking (listing views/click-throughs, coupon downloads, event views, etc.) back to the CRM including consumer data captures (newsletter signups, guide requests etc.). The CRM can facilitate fulfillment of these items or integrate with a third party fulfillment company. The tracking can be viewed via the partner extranet, be part of ongoing reporting at a more granular partner-by-partner level, or at a more macro regional/state level.

These tools are also scalable; making the benefits of integration available and affordable for DMOs of all sizes and budget ranges. Both Simpleview CRM and CMS are offered as Software as a Service (SaaS) platform, which ensures users are always protected and provided with updates as soon as they're released.

Industry Specific Tools

Our integrated solution combines industry-specific, cloud-based tools of the highest quality, vetted by thousands every day.

Simpleview **CRM**

Simpleview CRM combines relationship management with sales, reporting, forecasting and more. Our industry-specific CRM is created for every customer you serve — not just those planning a vacation, and not just partners and meeting planners, but your board, film crews, sports teams — everyone. It's also the industry's only CRM solution seamlessly tied to a powerful content management system: Simpleview CMS.

Simpleview **CMS**

Simpleview CMS is the destination marketing industry's most advanced platform for creating, editing, managing and distributing web content, and is harmoniouslly integrated with Simpleview CRM. Continually evolving through collaboration with DMOs, our CMS is designed to work the way you work. It gives you as much control over your web content as you want — not just text and images, but also special offers from your partners, video galleries, social media and more.

Industry Specific Tools

On a feature-by-feature comparison, these two tools give you more power than any other options out there — and they have years of user group input, advisory board insights, and client and partner feedback to back them up. This not only makes them more intuitive to your organization's needs from the get-go, but also drives our continuous research, development, and innovation, so you can rest assured you're always building on the best tools in the market.

SIMPLEVIEW CMS

WEBSITE

SIMPLEVIEW CRM

- Form submissions and tracking data flows from the website/CMS into CRM
- Brochure request forms, e-newsletter sign-up forms, and RFP submission forms
- Partner listing views, listing click-throughs, clicks to call, and more
- Partner content and data flow from CRM to the website/CMS
- Business info, listing descriptions, amenity information
- Images, special offers, meeting facility information, events, geo data

"Simpleview's CRM and CMS systems are very robust– you can do so much with the integration."

Jasmyn Goodwin, Visit Omaha

"We've found a lot of efficiency by having both the CRM and CMS within one organization at Simpleview."

Lilly Kelly, Visit Anchorage

THE POWER OF Software-as-a-Service (SaaS)

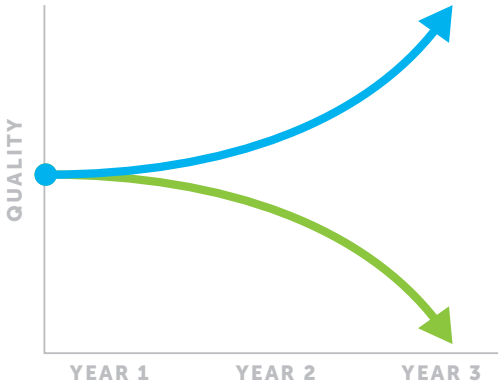
HOW THE COMPETITION DOES IT:

The "old school" approach to website development was a broken model: it requires a major up-front investment to develop a website on the current version of a CMS, using current approaches to UI/UX and the immediately starts to become outdated as soon as the site launches. This forces DMOs to get as much "mileage" as possible out of their investments, often using the same site for over five years – all the while technology is evolving. After enough time has passed, they have to do the whole process over again.

HOW SIMPLEVIEW DOES IT:

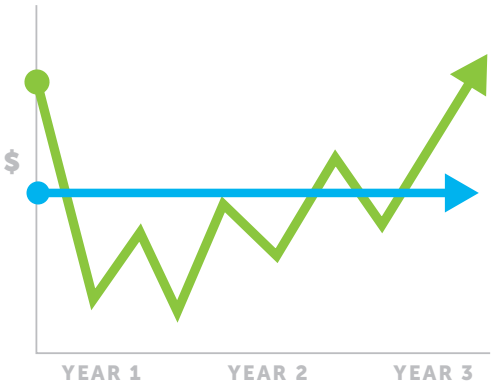
Simpleview has broken the cycle y creating a CMS that is a Software-as-a-Service (SaaS) platform. Customers now pay-as-they-go for a CMS license – this allows the CMS to update as needed, with no additional fees to the customers, ensuring that customers always have the best and latest technology available for DMOs.

QUALITY *over* TIME



Never out of date, constantly improving

COST *over* TIME



Predictable pricing, easy to budget

ADVANTAGES OF SaaS –WHAT'S INCLUDED?

All Updates, Versions, and Upgrades Included – This model allows our developers to push core updates, enhancements, point upgrades, and full version upgrades to all clients simultaneously, in real time, ensuring that they are protected and will always have the latest and greatest technology available as the platform grows and evolves over time.

Website support Costs are Reduced – Browser updates, general code fixes, and third-party API updates will be included. This removes the "white noise" of web maintenance and insulates you when the Twitters and Googles of the world update their APIs. The

Freedom of Design – You are no longer limited by development layers. Easily and inexpensively refresh the look of your site or take on a full redesign without having to rebuild the entire site on a new version of the CMS.

Open Source Community – Not only can a developer utilize open source extensions, but solutions developed by your team are yours to keep.

World-Class Hosting and Global Content Delivery Network – We've partnered with Edge Hosting to provide tier one hosting for our customers, and Verizon's EdgeCast global content delivery network (CDN) to serve your content faster to users around the world and eliminate downtime.

SaaS at a Glance:

- Incredibly fast service
- Nimble response to emerging technologies
- A new, affordable pricing structure with the ability to plan long term for budgets
- Significant extension of the life of customer websites and relationships

LEARN MORE ABOUT SAAS

Check out our blog: Lightning in a Bottle: The Benefits of Software as a Service

Simpleview CMS

Simpleview CMS allows everyday users to accomplish anything they **need** to do, while empowering advanced users to do anything they **want** to do.

As industry leaders in destination marketing, we've once again pushed our platform further than ever before. Guided by client and user group feedback, Simpleview CMS is the most powerful and user-friendly content management system available for DMOs.

WHAT YOU'LL FIND IN THIS SECTION:

Simpleview CMS Overview

Module & Integration Examples

simpleview
CMS
Experience Grand Rapids
Tasks
All your tasks are complete!
See All
At A Glance...
29
Active Users
6,145,768
Member Views
85,455
Facebook Likes
Action Items
0 Asset Requests Pending
15 Unpublished Pages in Site: Primary
1 Listings Pending
505 Listings without Media
189 Listings without Geocoding
30 Events Pending
86 Events without an Image
226 Events without Geocoding
Stats
Facebook
Instagram
Twitter
Pinterest
TripAdvisor
Disqus
Social Referrals
5%
93%
SimpleFeed
12/15/2015 New Feature and Documentation Up...
10/27/2015 New Feature and Documentation Up...
9/21/2015 New Feature and Documentation Up...
8/20/2015 New Feature and Documentation Up...
7/20/2015 New Feature and Documentation Up...
6/30/2015 New Feature and Documentation Up...
6/3/2015 New Feature and Documentation Up...
5/7/2015 New Feature and Documentation Up...
Read More
Top Pages
1. 4,945 /events/
2. 3,892 /blog/post/grand-rapids-golf-course-becoming-a-wi
3. 3,562 /
4. 3,459 /events/search-events/
5. 3,309 /things-to-do/
6. 2,091 /blog/post/9-west-michigan-festivals-and-events-yo
7. 1,719 /things-to-do/attractions/
8. 1,426 /things-to-do/family-fun/
Site Activity
5,184
4,000
3,000
2,000
1,000
Returning Sessions
New Session
MacBook Air

Simpleview CMS

Content Management Designed for Destination Marketing Organizations

Guided by years of client and user feedback, Simpleview CMS delivers DMOs a website management system flexible enough for both standard and advanced users, and incorporating features uniquely designed to bring the best information and services to visitors, planners, and partners. From web modules like itinerary builders to consolidated visual analytics, our CMS options are intended to address the day-to-day needs of DMOs, right out of the box. Because our CMS is built as a Software as a Service (SaaS) platform, users receive higher quality updates, faster. Plus, you benefit long-term from the scalability. Redesigning your site down the line to meet new goals is easier and more cost-efficient.

Open Source Solutions

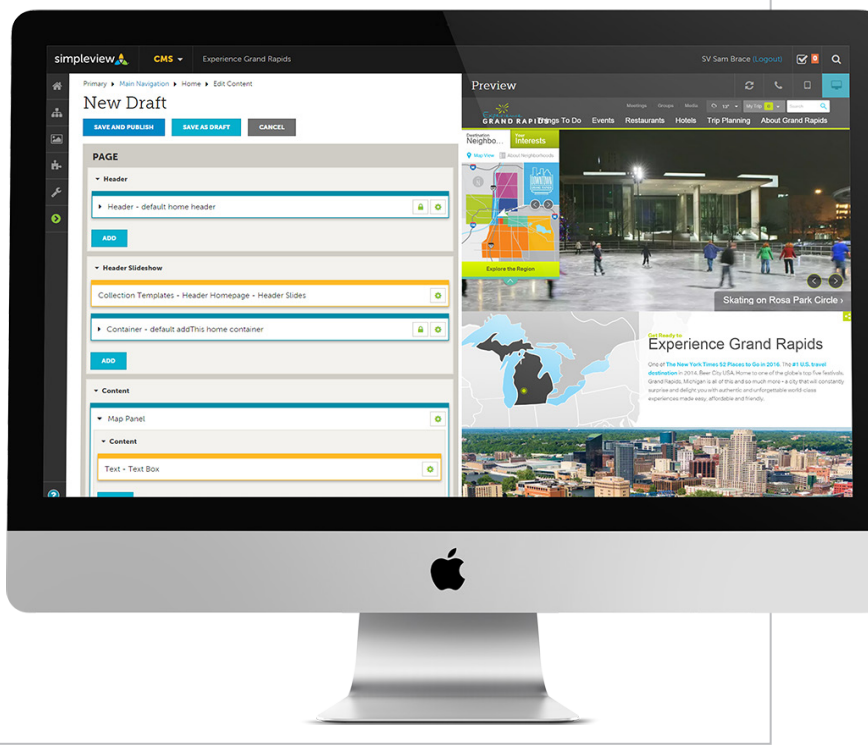
+

Industry-Tailored Tools

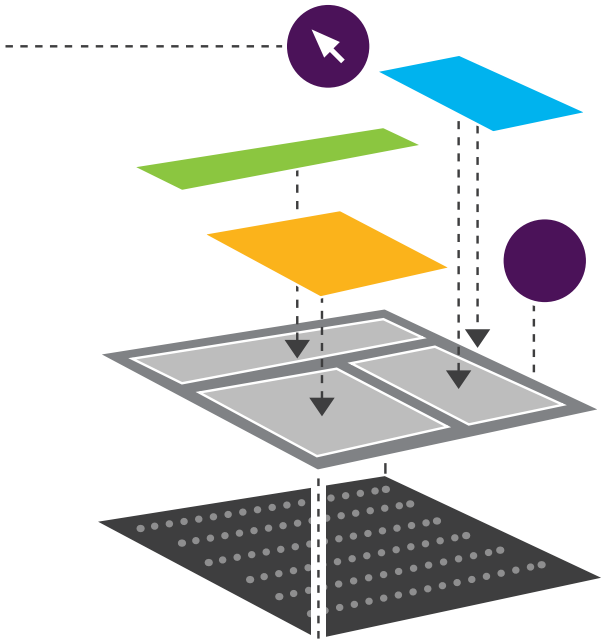
+

Years of Client/User Feedback

= a CMS for you & users of all levels



Simpleview CMS Delivers



**A short CMS overview demonstration can be viewed online at https://youtu.be/VlxFMs4A0XM*

- Exactly what your marketers **need**, plus everything an advanced users **wants**
- An **industry-specific** tool vetted by thousands of DMO users and leaders daily
- **A scalable, modular solution** for DMOs of every size and budget
- A **SaaS platform**, providing the most up-to-date technology and better support
- The most **advanced, open source technologies**
- **Freedom of design**, without technology limitations
- Simpleview **CRM integration**

Software as a Service (SaaS) Platform

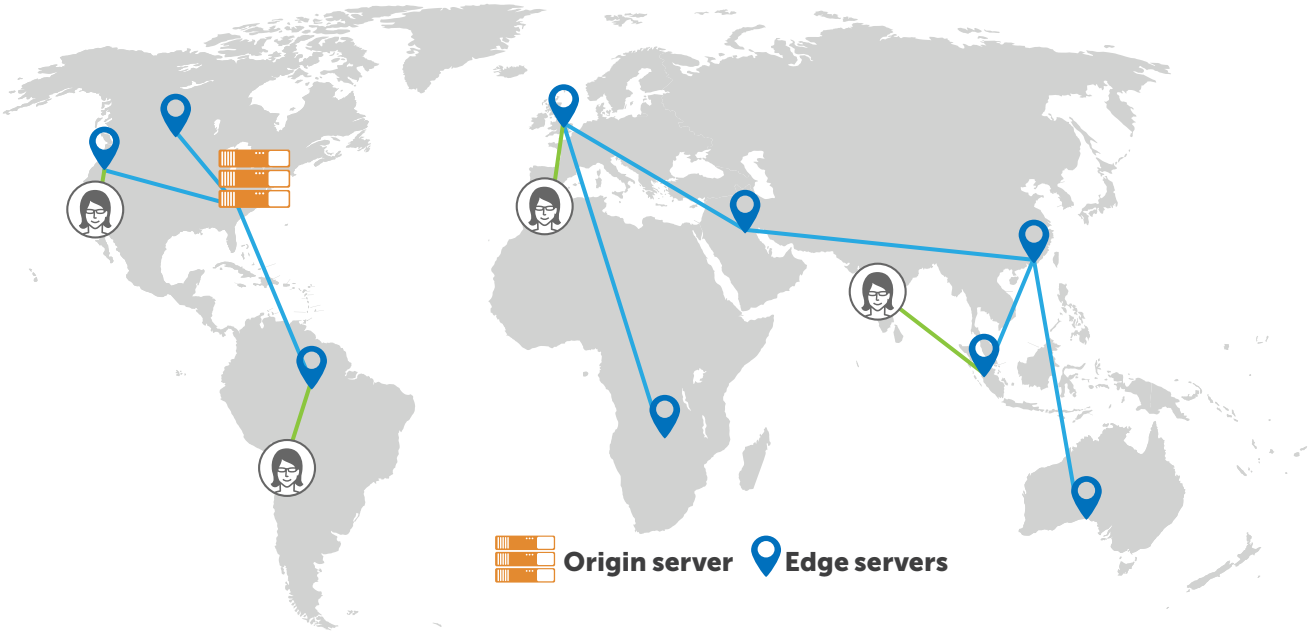
The industry standard, SaaS is web-based software that delivers:

- Faster access to high-quality technology and security updates
- A scalable, modular solution for DMOs of all sizes
- Quicker content delivery
- Smoother, more cost-effective redesign options

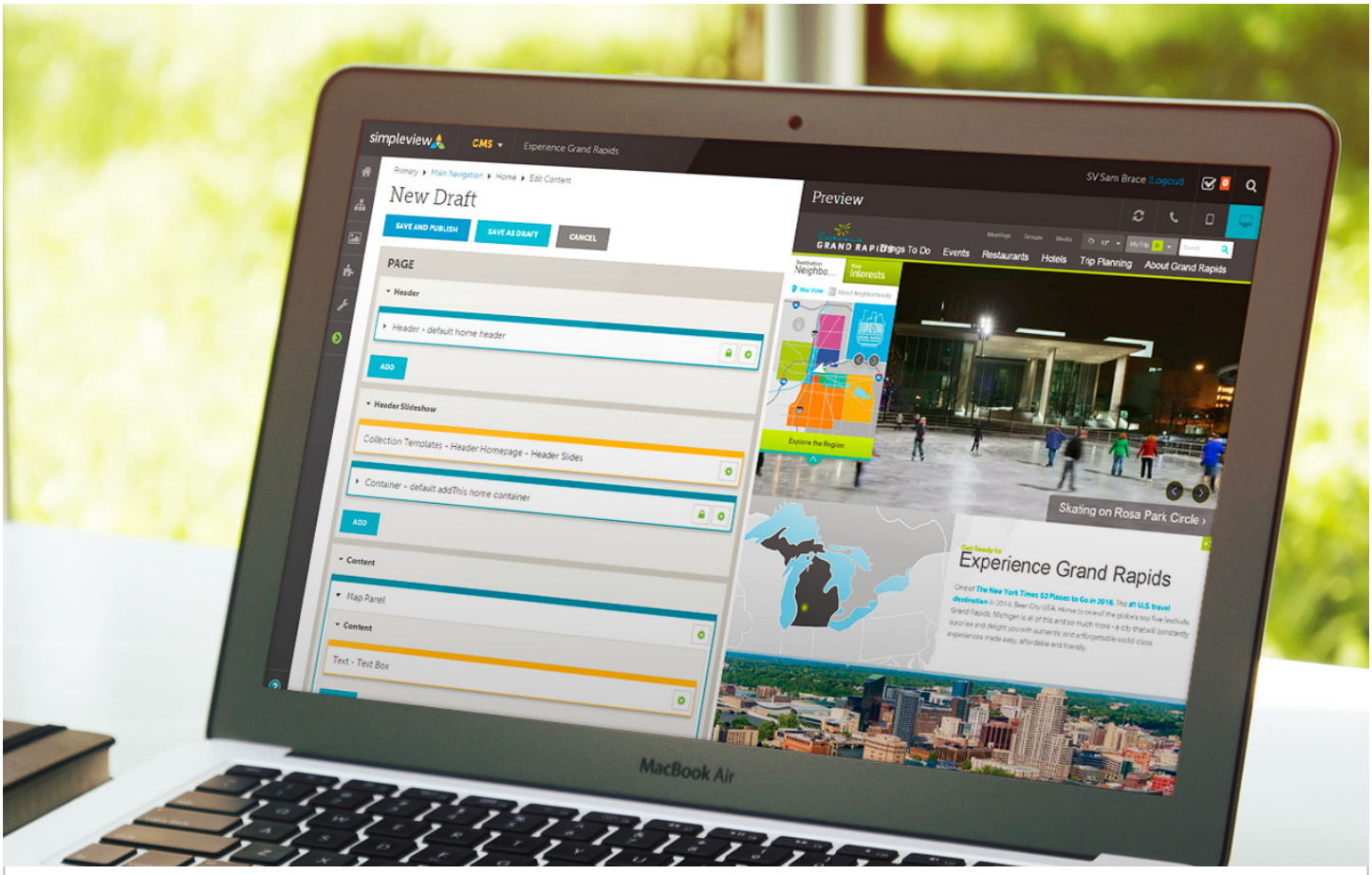
Open Source Technologies

node.js is our primary development language. JavaScript is the language behind this cross-platform environment and a language that just about every programmer knows, making it easier for your programmers to work seamlessly with us, and for us to hire quality talent. It offers better scalability, a huge user community, with the #1 code repository on Github, and it's where companies like LinkedIn, PayPal, eBay, AirBnB and others have moved.

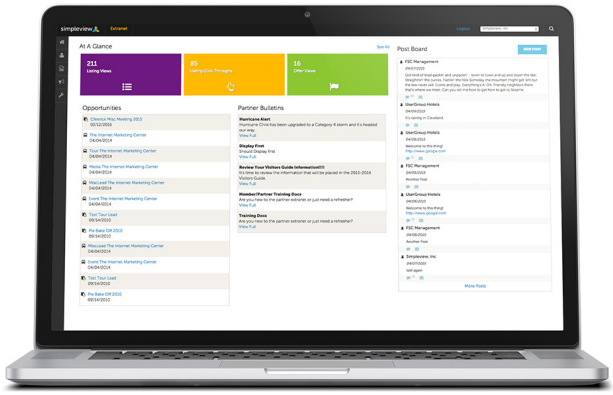
MongoDB is a document database that provides easy scalability, and high performance and availability. In MongoDB, objects map nicely to programming language data types, and embedded documents and arrays reduce need for joins. In addition, it is also faster, takes up less storage, and uses less processing power.



We use **Edgecast** to effectively replicate your site all over the world. Riding on the biggest Content Delivery Network (CDN) on the planet, we can connect users to a real-time copy of your site at a node that is closest to them. This not only means faster performance, which adds to the user experience, but also increases search rankings and improves reliability. Should something happen to a site at our datacenter, whether there's a bug, a denial of service attack, or any other issue, these nodes remain up while we address the problem. This is something that no other CMS natively offers as part of licensing.

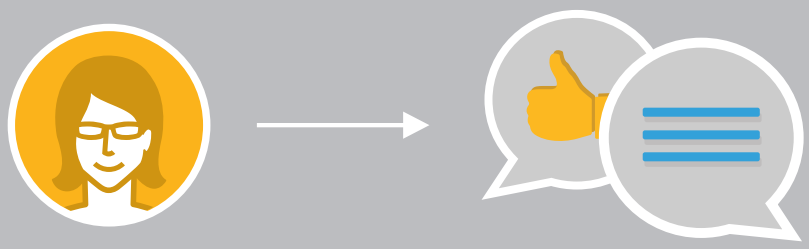


With Simpleview CMS, DMOs benefit from:



- Reimagined feedback and design
- Unrivaled industry tools
- Intuitive content creation
- Powerful updates and support

Reimagined Feedback & Design



Dashboard analytics, tasks, and updates:
Get a snapshot of key site statistics, tasks, and updates all in one, centralized location.

Easy-to-use navigation and iconography:
Finding information and completing tasks goes smoother than ever.

Greater screen real estate:
Display more information in one place.

Advanced user access:
Ability to not only make cost-effective customizations to your site with CSS, HTML, and Javascript, but also edit stylesheets, upload templates, and more.

Real-time feedback page editing:
Don't waste time previewing each individual change; see them as they happen, without stepping out of the editor.

Unrivaled Industry Tools

***Industry-specific* web modules, functionality and partner integrations:**
Battle-tested by DMOs for over a decade, our industry-leading modules include event calendars, partner listings, forums, itinerary builders, and more.

Full permissions and task management:
Encourage efficient workflows.

Responsive page preview:
Test how your website appears across all devices, including mobile, tablet, and everything in between.

Simpleview CRM integration:
Seamless service both internally and externally. Simpleview CRM and CMS were designed to work together, allowing you do more in less time.

Destination Dashboards integration:
Destination Dashboards allow you to view all your data in one centralized location, expanding your reporting capabilities and presenting key metrics in a visual way, proven to be more effective for communicating data to key stakeholders.

Intuitive Content Creation

Content control:
You have as much control as you want, not just for text and images, but also for special offers from partners, video galleries, social media, and more.

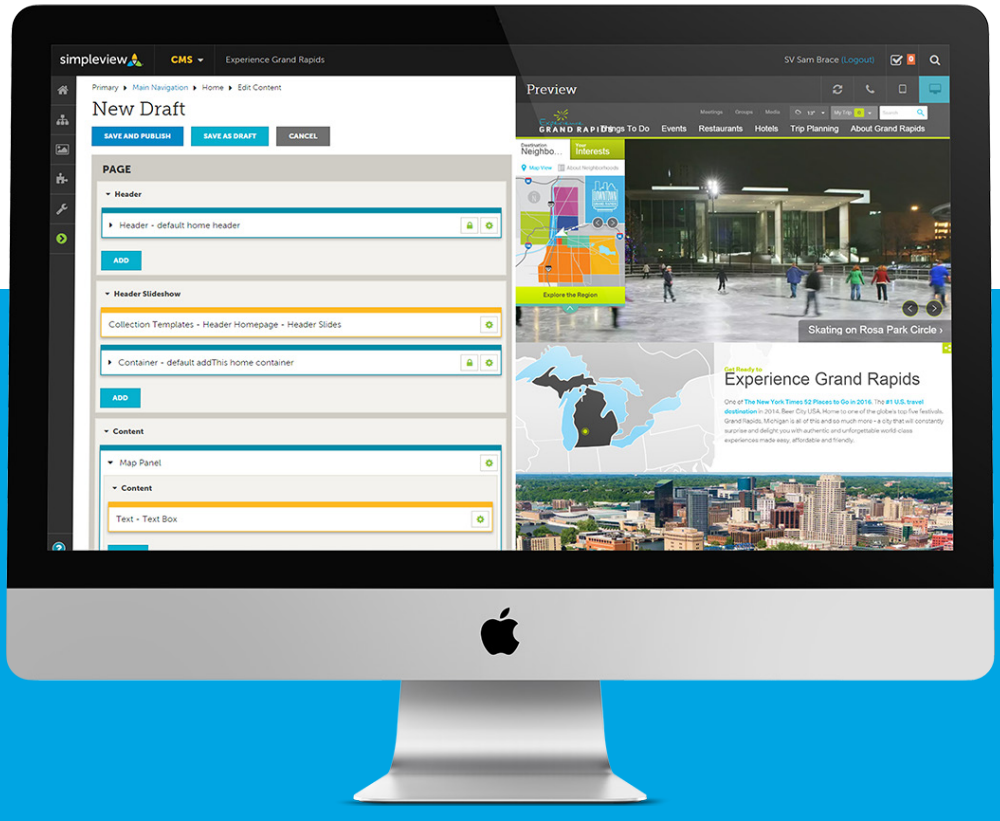
Top response times:
Our content delivery network (CDN) allows users worldwide to see your content faster and helps prevent site crashes.

Drag-and-drop functionality:
Drag widgets from one column or row to another, instantly changing the layout of your content.

Reusable Content Collections:
Save collections of code to reuse on similar pages, or combine to create entirely new ones.

User-friendly template building:
Use panels and widgets to organize specific content where you want it to reach the right audience.

Microsites:
Quickly create event-specific or campaign sites with specialized content.



Powerful Updates and Support

Single to multi-tenant platform:
Whether a small town or big city, one or multiple sites, Simpleview CMS is scalable to meet your needs.

Higher quality updates, faster:
The SaaS platform ensures core updates are rolled out to everyone at once—meaning developers don't need to update each individual product.

Enterprise level global content delivery network (CDN):
We've partnered with Cloudinary to provide faster turnaround for delivering your content.

Safe and secure:
Spend less time on the technology, and more time marketing your destination. Coupled with hosting, you can minimize IT expenses.

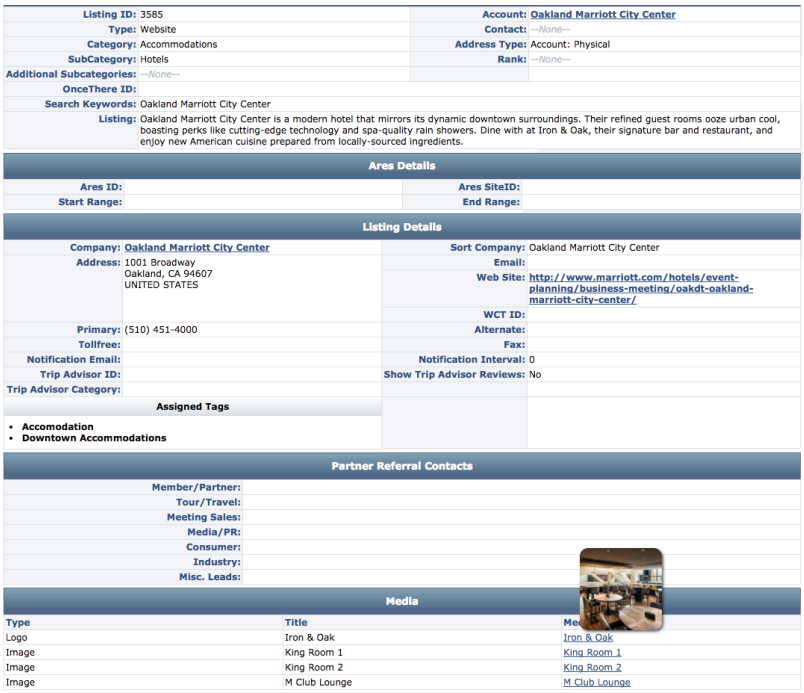
Training and ongoing education:
We always offer training and ongoing education, no matter how you want to learn more about Simpleview CMS and it's capabilities. Get hands-on training for your staff from our experts or free online guidance through the CMS knowledge base and peer-to-peer forum.

Project Timeline: Website Design & Development

Website development is an intensely collaborative process, with deliverables and deadlines on both sides. The lynchpin in any site development is the design phase, the length of which hinges on how much time clients need for review. In most cases, when designs meet quick approval, we can complete the entire process in as little as 30 – 34 weeks, closely paralleling this timeline chart.

PHASE 1: SITE STRUCTURE & DESIGN	TIME
Project kickoff	**Week 1**
Orientation meeting - contract review and coordination of initial project requirements	**Week 2**
Discovery meeting - initial creative and SEM discussion regarding brand, audience, goals, KPIs, etc.	**Week 2**
Collect client branding assets (logos, fonts, images, print samples, etc.)	**Weeks 1 - 3**
Collect content files (imagery, blog data, etc.)	**Weeks 2 - 17**
SEM research - analyze site traffic, search data, and industry trends to generate sitemap recommendations	**Weeks 2 - 4**
Creative research - reviewing brand assets and SEM research to generate initial wireframes	**Weeks 4 - 6**
Findings presentation - deliver sitemap and wireframe recommendations	**Week 7**
Style guide - create and present digital style guide after findings approval	**Weeks 8 - 9**
Develop advanced sitemap document after findings approval and gain approval	**Weeks 8 - 17**
Design - create high-fidelity prototypes after style guide approval	**Weeks 10 - 14**
Present design	**Week 14**
Acquire design approval	**Weeks 15 - 17**
PHASE 2: PRODUCTION	**TIME**
Cut up design files into individual image assets	**Weeks 18 - 20**
Initial CMS setup and configuration	**Week 21**
Development of contracted modules and functionality	**Weeks 21 - 25**
Content & data migration	**Weeks 26 - 27**
Internal quality assurance testing and review	**Weeks 28 - 30**
PHASE 3: TESTING & LAUNCH	**TIME**
Client CMS training	**Weeks 31 - 34**
Client site review	**Weeks 31 - 40**
Launch website & CMS	**Week 34**
30 business day post-launch review period begins	**Week 34**

Modules, Add-Ons, Integrations



Listing ID:	3585	**Account:**	Oakland Marriott City Center
Type:	Website	**Contact:**	--None--
Category:	Accommodations	**Address Type:**	Account: Physical
SubCategory:	Hotels	**Rank:**	--None--
Additional Subcategories:	--None--		
OnceThere ID:			
Search Keywords:	Oakland Marriott City Center		
Listing:	Oakland Marriott City Center is a modern hotel that mirrors its dynamic downtown surroundings. Their refined guest rooms ooze urban cool, boasting perks like cutting-edge technology and spa-quality rain showers. Dine with at Iron & Oak, their signature bar and restaurant, and enjoy new American cuisine prepared from locally-sourced ingredients.		

Ares Details

Ares ID:		**Ares SiteID:**	
Start Range:		**End Range:**	

Listing Details

Company:	Oakland Marriott City Center	**Sort Company:**	Oakland Marriott City Center
Address:	1001 Broadway Oakland, CA 94607 UNITED STATES	**Email:**	
		Web Site:	http://www.marriott.com/hotels/event-planning/business-meeting/oakdt-oakland-marriott-city-center/
		WCT ID:	
Primary:	(510) 451-4000	**Alternate:**	
Tollfree:		**Fax:**	
Notification Email:		**Notification Interval:**	0
Trip Advisor ID:		**Show Trip Advisor Reviews:**	No
Trip Advisor Category:			

Assigned Tags

- Accomodation
- Downtown Accommodations

Partner Referral Contacts

Member/Partner:	
Tour/Travel:	
Meeting Sales:	
Media/PR:	
Consumer:	
Industry:	
Misc. Leads:	

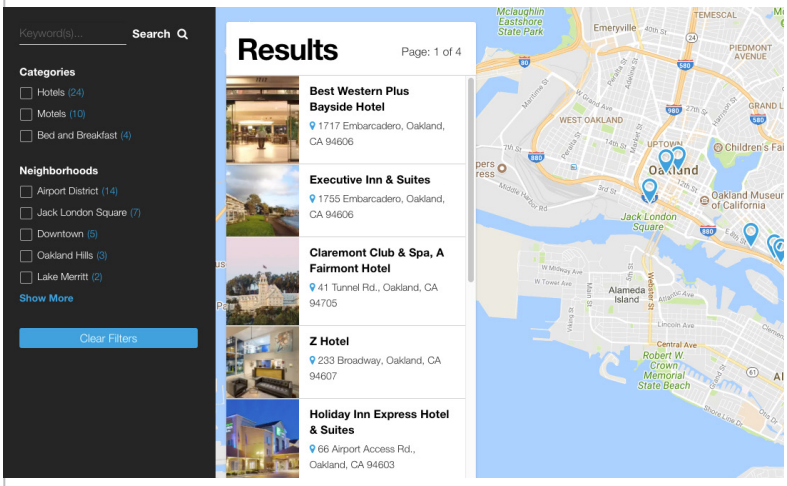
Media

Type	Title	Me
Logo	Iron & Oak	Iron & Oak
Image	King Room 1	King Room 1
Image	King Room 2	King Room 2
Image	M Club Lounge	M Club Lounge

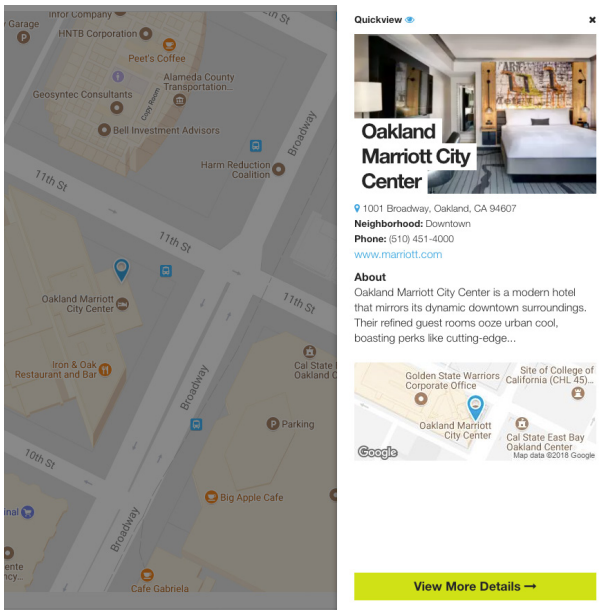
PARTNER LISTINGS

- Rank listings in order of membership priority
- Overwrite account information that will be displayed on the website
- Associate multiple sub-categories to avoid duplication
- Set maximum amount of characters for listing types

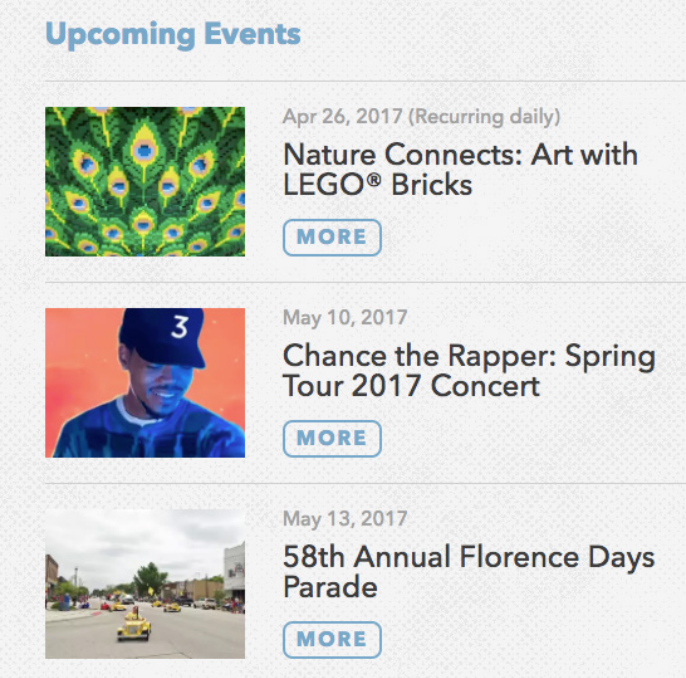
Display listings by categories and allow users to filter by sub cat, region and/or keyword



Display member/partner account amenities



Modules, Add-Ons, Integrations

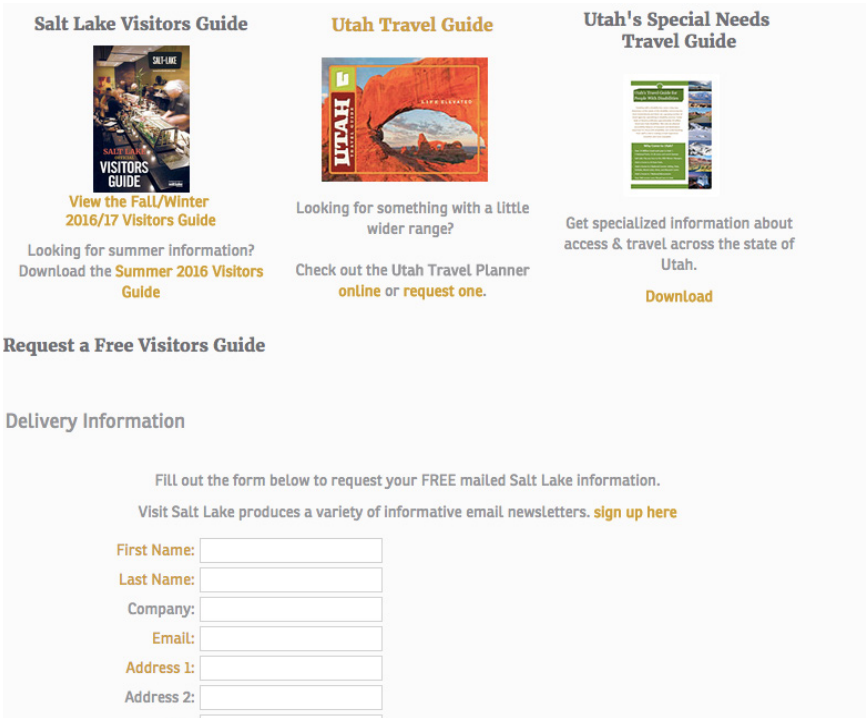


CALENDAR OF EVENTS

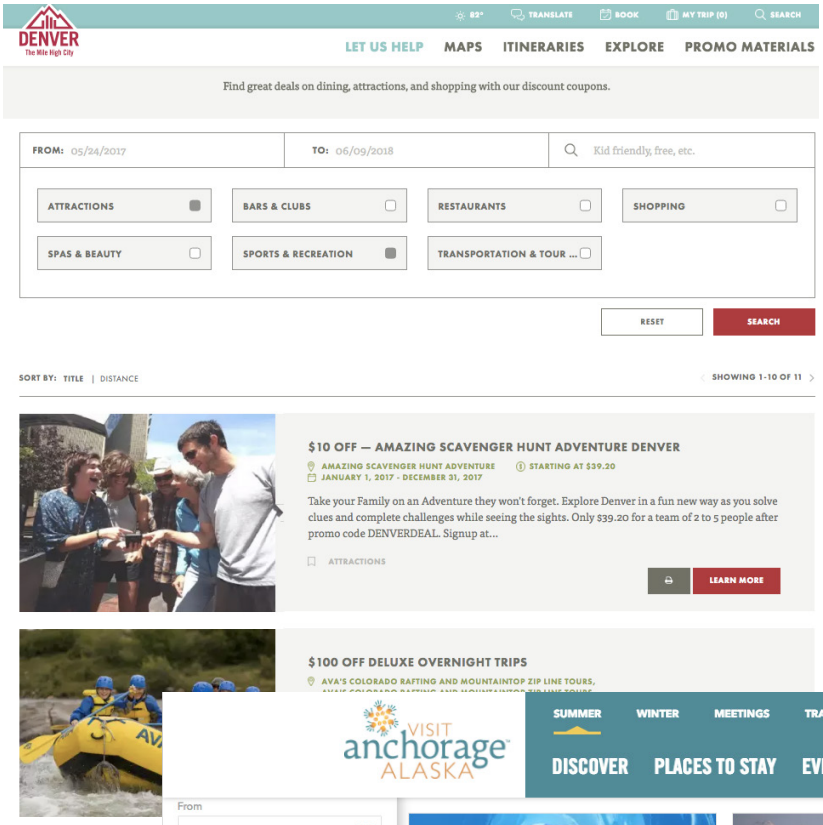
- Easily add information about your member/partners' events from your Simpleview CRM to your website
- Visitors can sort events by proximity with geolocation features
- Define the date range for displayed events

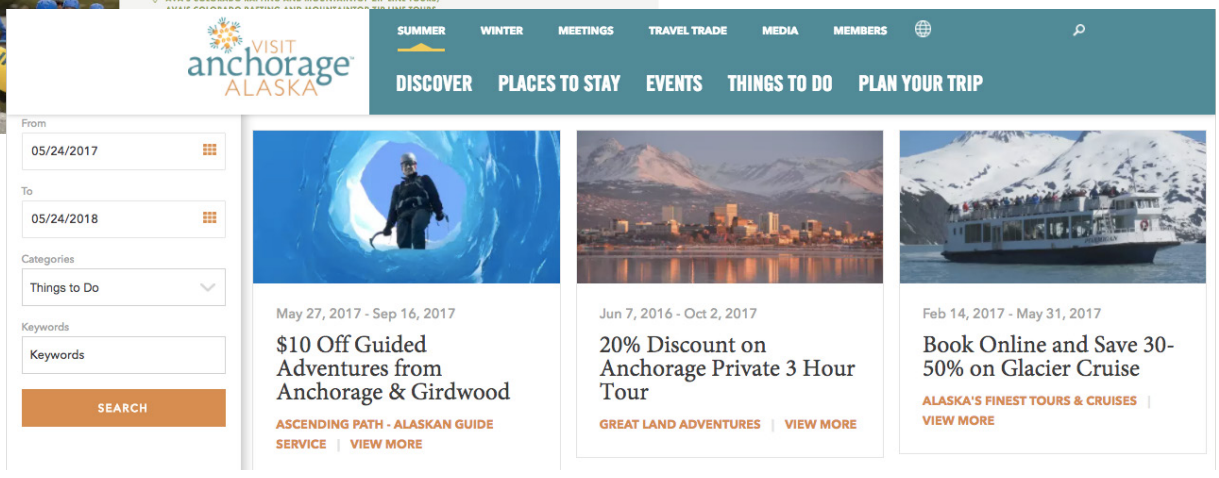
FORM BUILDER

- Ability to place any form developed in Simpleview CRM on any page of the website
- Collect visitor data on the website and instantly import it into your Simpleview CRM User Groups
- Form data from vistors, captured into the CRM, can then be exported to CSV or Excel without Vendor involvement



Modules, Add-Ons, Integrations





SPECIAL OFFERS/COUPONS

- Display coupons from your members/partners in your Simpleview CRM onto your website
- Display all available coupons in a list view
- Use the Coupons feed in other site features, such as your Collection Templates and Related Content Aggregator

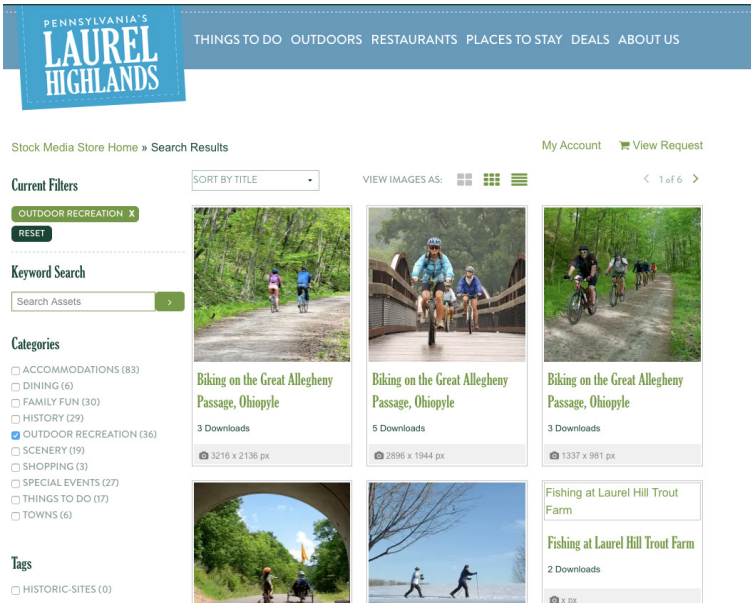
Modules, Add-Ons, Integrations

BLOG

- Ability to create blog posts for your site with full text styling and access to HTML code
- Associate meta data for search engine optimization purposes
- Create categories and tags to enhance organization
- Moderate all visitor comments via Disqus.com integration (leading comment hosting and moderation site in the world)

ASSET REQUEST

- Ability to provide images from Asset Library as downloadable files
- Add media-specific descriptions to all content
- Set up email notifications to assigned staff members of pending requests



Technical Integrity

We know you have a lot invested in our technology. You rely on it's consistent dependability, and so do we. Support, maintenance, and security surrounding our technology and your data are of the utmost importance to us, and specifically to our Network Operations team.

WHAT YOU'LL FIND IN THIS SECTION:

Technical Specifications

Network Operations

Service Level Agreement (SLA)

Hosting

Technical Specifications

HIGHEST SECURITY STANDARDS

HOSTING

Simpleview provides professional website and data hosting at a Tier 1 data facility to support our client, including security measures and traffic analysis by industry leader Google and Omniture when requested.

APPLICATION INFRASTRUCTURE

Software Architecture

Simpleview employs logical tiers for all products to separate presentation layers from business logic and data components.

HARDWARE ARCHITECTURE

Simpleview maintains web/application servers and database servers in separate subnets for security.

ACCESSIBILITY

Simpleview site designs are always developed to comply with W3C WCAG1, WCAG2 (WAI) and Section 508 accessibility guidelines.

APPLICATION DESIGN

Simpleview has built role-based security into all our technologies. We validate query strings using strong type validation to prevent injection attempts and use IDS devices under firewalls for further protection.

HIGHLIGHTS

- 24 Hour Manned Facility
- Tier I and II Support On-Site
- 5-Tier Security platform
- N+2 for all critical components
- SSAE 16, SAS 70, HIPAA, PCI, FISMA and EU Safe Harbor Compliant Hosting

APPLICATION IMPLEMENTATION

Infrastructure Design Requirements

For all our technology implementations, Simpleview uses separate environments for any required development, staging and production. As needed, we can provide network design documents of our production environment/data center.

WEB APPLICATION SECURITY WITHIN THE SOFTWARE DEVELOPMENT LIFE CYCLE

Simpleview offers mature products already in use. Should the need arise, our veteran development environments are protected by thorough security measures.

SYSTEM AND INFRASTRUCTURE DOCUMENTATION

Simpleview can provide documentation as required for our existing development and staging environments.

Hosting

CLUSTERED ENVIRONMENT FOR MAXIMUM SCALABILITY AND REDUNDANCY

Both our Web Application and Database Servers utilize a clustered and load balanced environment to provide flexible peak demand scalability and downtime protection. In our clustered environment, there are always two exact copies of each website running simultaneously. If one of the servers in the cluster becomes taxed, the load balancer will automatically route new requests to the other cluster. In the unlikely scenario that one of the web or database servers fails, our platform will automatically switch over to the secondary cluster to avoid downtime. This same mechanism allows us to provide zero-downtime server maintenance since there is always a copy of the website running during the maintenance window.

INTEGRATED SANDBOX ENVIRONMENT

In order for changes to be completed and tested without affecting the live website, any organization that has to make changes to code must maintain a development/ sandbox environment. Traditionally, this would require a large investment in IT infrastructure to create development versions of the Web and Database Servers that are required to host the application, as well as allow for the IT staff required to handle the maintenance of the environment.

Our platform has a sandbox/development environment directly built in, enabling our clients to create an exact copy of the live website within minutes. This means your developers can create features without worrying about the overhead associated with a separate development environment. Furthermore, changes in the development environment can be deployed to live with a single click, and in the case of uncaught bugs or errors, our integrated Source Control Solution makes recovery simple.

GLOBAL MARKET REACH WITH THE EDGECAST CONTENT DELIVERY NETWORK

Traditional hosting solutions are limited by the physical location of the web server. The further the distance between the visitor and the web server, the longer it takes for the visitor to receive the information for which they are searching. Any delays in serving content increases the likelihood of that visitor bouncing from the site, as they look for a faster source for that information. Since one of the major goals, if not the most important, of a tourism website is to attract visitors from distant locations and keep them engaged, network latency due to distance is a major barrier to achieving that goal and serving those visitors' needs.

Hosting

(continued) With our integrated Content Delivery Network (CDN), your website's content is served from hundreds of servers located in dozens of data centers around the world. Whether visitors are on the opposite coast of the United States, within the European Union or inside the crucial emerging markets of Asia, they will receive content from the location closest to them. For international clients, this can mean eliminating frustrating wait time from each page view.

In addition to serving content locally, a CDN network also provides unparalleled redundancy. If one of the datacenters experiences a problem, the rest of the network will automatically deliver your content. In addition, since the content is cached throughout the world, your website will also continue to serve static content, even if the web servers hosting your CMS crash.

CONTINUOUS SERVER PERFORMANCE MONITORING AND OPTIMIZATION

In a traditional hosting environment, server optimizations are cost prohibitive. Due to budget constraints, most organizations cannot afford to have an engineer spend hundreds of hours shaving off 200ms from each page load. However, the power of multi-tenancy Software as a Source(SaaS) ensures that any optimization we make will positively impact each of our clients. This creates an economy of scale where we can provide a constant stream of improvements to our platform without any additional cost to our clients. Our engineering team is largely invested in creating systems that measure the real-time performance of your website and alert us to any potential problems, often before they have a negative impact. Through a detailed understanding of how the platform as a whole and each individual client is performing, our engineering team proactively optimizes to continually improve the speed and accuracy of each request.

Disaster Recovery Plan

DATA INTEGRITY

We place the integrity of client data and our developed data at the highest level of importance in our disaster recovery plan. We established the following efforts to ensure data is always as safe as possible.

DEVELOPMENT ENVIRONMENT

In our development environment, we have multiple development servers that store and host our data for testing and development purposes. This data is backed up daily to a local Network Attached Storage (NAS) and replicated to an offsite NAS. In the event of a server failure we are able to recover data from the most recent backup onto another server allowing our Dev teams to continue working on existing projects. The databases are backed up in full weekly with daily incremental backups and transaction log snapshots throughout the day. These database backups are stored on a local NAS and replicated to an offsite NAS.

PRODUCTION ENVIRONMENT

In our production environment we have multiple web and database servers running and serving our live data. These are either private virtual machines on multiple VMware hosts or physical database servers configured with RAID5 to allow for single drive failure without the loss of data. All private virtual machines are backed up daily using Veeam replication software with periodic daily snapshots. Our databases are backed up in full weekly with daily incremental backups and transaction log snapshots taken throughout the day. This data is stored on an isolated Storage Area Network (SAN) in the data center. All our servers are built into a redundant and fail-over network to ensure maximum up-time, in the event of a primary server failure, the transactions are migrated to a standby server that will continue to manage the site and serve data while the primary is repaired or replaced. This is an automated process, however there is a possibility of momentary service loss resulting from the migration of the services from one server to another resulting in minimal interruption.

Disaster Recovery Plan

DATA CENTER PHYSICAL ATTRIBUTES

SPACE

- 10,000 square feet total space
- Nine-foot ceiling height clearance
- Raised floors with structural capacity of 1,200 lbs/rack
- Overhead ladder racking
- Zone 1 seismic code construction

POWER

- Direct connection to power grid at 13.2 kV
- N+1 electrical design and distribution, including redundant UPS n+1 configuration and battery backup with n+1+1
- Automatic transfer switches ensure smooth transition to backup power
- 72-hour, 750 kW backup generator with 2,300 gallons of fuel onsite, enough capacity to power more than 1,500 homes
- At least 200 watts/sq. ft. density in raised floor area.

ENVIRONMENTAL CONTROLS

- Manned Facility — Security and Engineers onsite 24/7/365
- Technical support available 24/7/365
- Focused on complex managed hosting environments

STRINGENT, MULTI-LAYERED SECURITY CONTROL PROCEDURE

- 24/7 security monitoring
- Biometric palm scan and photo ID access cards required to enter colocation area. All visitors supervised and escorted.
- 24/7 closed-circuit video monitoring and logging with backup tape storage
- Support Connectivity

DATA CENTER PROVIDES AND MAINTAINS ALL INTERNET CONNECTIVITY FOR CUSTOMERS AS PART OF SERVICE

- 7 diverse fiber paths
- 23 Internet carriers
- FCP best-path routing

Disaster Recovery Plan

HARDWARE/ SOFTWARE BASED SECURITY

Our network is protected by a four tier security platform.

TIER 1 - DATACENTER BORDER SECURITY

a. Traffic enters and leaves our hosting provider through one of 13 redundant multi-homed Internet carriers and is always routed for best performance.

b. All traffic hits the first line of defense in the 5-Tiered Security, our data center border routers and firewalls. These redundant devices filter known threats, automated attacks, malicious traffic, bogon IPs, bad ports and untrusted networks.

TIER 2 - INTRUSION PREVENTION AND DETECTION

a. If a request makes it through the first tier of security, it enters our hosting providers intrusion prevention and detection systems (IPS/IDS). Here, all requests go through a deep packet inspection and are analyzed for legitimacy.

b. Our hosting providers IPS/IDS systems monitor traffic in real time at gigabit speeds, and blocks over 2 million attacks per day. Rules are updated routinely and include most zero-day exploits.

TIER 3 - DEDICATED HIGH PERFORMANCE REDUNDANT FIREWALLS

a. Dedicated high-performance Cisco ASA firewalls are used to achieve complete isolation between environments. Because our security needs are unique and we are dedicated to the security of our clients data, our staff work directly with the firewall administrators at our data center provider to tune our firewall rules for your data security.

b. Firewalls limit ingress and egress traffic, perform stateful packet inspections and establish VPN connectivity to our offices and for our remote users.

TIER 4 - ENTERPRISE ANTI-VIRUS SYSTEM

a. The fourth tier works to protect our clients from mistakes and accidents. Our enterprise class anti-virus system uses the latest anti-virus software combined with a host intrusion prevention system to detect and remove viruses and malware from your servers before they can ever execute.

RECOVERY PLANS

When possible the desire is to recover data as rapidly as possible and ensure that the redundancy systems have kicked in and determine the need for intervention. Secondary to that, if there is a system failure, recover data as rapidly as possible to either a standby server or to a server of equal capability to ensure that clients web presence remains online.

In the event of catastrophic data center loss, recover the data from the NAS / SAN and begin the process of acquiring and rebuilding servers utilizing disk imaging system to assist with rapid deployment of servers into the domain.

Service Level Agreement (SLA)

1. SERVER MAINTENANCE

a. **Scheduled Maintenance**
Simpleview reserves a monthly maintenance window during the third week of the month between the hours of midnight and 3:00 AM Mountain Time for all our North American clients to apply security updates, patches, and other software related updates that require a reboot of a system. Total downtime of a server should not exceed 15 minutes and could occur at any point within this window. For all Clients outside of North America, we will schedule this maintenance as best as we are able in accordance with your work schedules to ensure no disruption of service during your primary business hours. Client will receive a notification via email at least 24 hours prior to any other scheduled out-of-band maintenance not within this window.

b. **Emergency Maintenance**
If unplanned downtime occurs or is required to restore the availability of any server/services, all efforts will be made to notify clients. Various means of communication will be used, which may include email, forum/blog, tickets, or phone call.

2. MONITORING SERVICE

Simpleview employs an enterprise-level monitoring service to alert technicians to any potential issue in availability of any service. Technicians are on-call 24/7 if any alerts are received and issue will be analyzed immediately.

3. SERVICE LEVEL AGREEMENT

a. **Network Uptime**
Simpleview's data center network has 100% guaranteed uptime in a given month, excluding scheduled maintenance. The data center network Simpleview managed switches, routers, and cabling. It does not include client's local area network or client-provided internet connectivity.

b. **Infrastructure**
Simpleview's data center HVAC and power has 100% guaranteed uptime in a given month, excluding scheduled maintenance. Power includes UPS's, PDU's, and cabling, but does not include power supplies on your server(s). Infrastructure downtime exists when a particular server is shut down due to power or heat problems..

c. **Hardware**
Simpleview employs redundant hardware systems where possible to prevent downtime related to hardware failure. If a failure occurs hardware will be replaced at no cost and client will be notified if any downtime results. All hardware has a maximum life of 3 years and is replaced routinely without interruption of service.

Service Level Agreement (SLA)

4. RESPONSE TIME

Response times indicate when the problem will be addressed, when the client will be contacted, and when resolution will begin. In many cases, the issue will be resolved within the response window. In other cases, it may take more time to troubleshoot and correct an issue, in which case client will be notified as to the estimated time necessary to complete a request. Response time deadlines will start when the issue is brought to the attention of Simpleview through:

RESPONSE LEVELS

- **Critical** (Priority 1 – 1 hour)
  The problem results in extremely serious interruptions to the system. It has affected, or could affect, all users. Tasks that should be executed immediately cannot be executed because of a complete crash of the system or interruptions in main functions of the system.
- **Urgent** (Priority 2 – same business day)
  The problem results in serious interruptions to normal operations. Important tasks cannot be performed, but the error does not impair essential operations; processing can still continue in a restricted manner. The problem hinders productivity by users. The service request requires timely processing, because a long term malfunction could cause serious interruptions to several users or negatively impact business decisions.
- **Important** (Priority 3 – next business day)
  The problem causes interruptions in normal operations. It does not prevent operation of a system, or there could be minor degradation in performance. The error is attributed to malfunctioning or incorrect behavior of the software. The issue will only affect a few users or there is a reasonable way to work around the issue temporarily.
- **Minor** (Priority 4 – three business days)
  The problem results in minimal or no interruptions to normal operations (no business impact). The issue consists of "how to" questions, configuration inquiries, enhancement requests, new reports, or documentation questions.

If Simpleview Technical Support estimates that a reported technical issue or business situation requires additional attention, an internal management escalation procedure will be followed. A management escalation process will be enacted when response-time targets are, or will be, exceeded, when a Work Order is necessary, or when you are dissatisfied with the solution provided.

AFTER HOURS AND EMERGENCY CONTACT

Simpleview provides an after-hours line that will alert designated on-call staff members during not business hours based on Arizona/Mountain time. This is to be used to report Critical issues (see definition above) and client will receive a response back within one hour.

NOTICE OF CONFIDENTIALITY

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In consideration of receipt of this document, the recipient agrees to maintain such information in confidence; and to not reproduce or otherwise disclose this information to any person outside the group directly responsible for evaluation of its contents, except that there is no obligation to maintain the confidentiality of any such information which was known to recipient prior to receipt of this document as evidenced by written business records; which becomes publicly known through no fault of recipient; or which is received by recipient without obligation of confidentiality from a third party owing no duty of non-disclosure or confidentiality to Simpleview.

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RECOMMENDATION MEMO

TO: Lynda Williams, Purchasing Manager

FROM: Evaluation Committee Members

DATE: MAY 8, 2020

RE: San Marcos Convention and Visitor Bureau Website Redesign, RFP #219-365

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

By my signature concurrence below, Simpleview, LLC, located in Tucson, Arizona, is the best value based on the relative important of price, experience, and all other evaluated factors. The Evaluation Committee has completed the interview process with the shortlisted finalists and hereby recommends pursuing fair and reasonable pricing with the selected firm.

CONCURRENCE:

Sarah Smith, Social Media Specialist - City of San Marcos

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{Name}

{Name}

Charlotte Wattigny, Innovation Manager - City of San Marcos

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{Name}

{Name}

Kristy Stark

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A82DACC79BD9433...

{Name}

{Name}

Rebecca Ybarra-Ramirez was originally on the evaluation team that provided the initial round of scores which led to the interview round. Unfortunately, she was injured and unable to participate fully in the interview round and provide scores for the three short-listed firms; therefore, the interview round does not contain scores from Ms. Ybarra-Ramirez. However, she concurs with the selection made by the remaining evaluation team members through the evaluation/scoring process.

Rebecca Ybarra, Director of Destination Services

DocuSigned by:
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{Name}

{Name}

Legislation Text

File #: Res. 2020-180R, **Version:** 1

AGENDA CAPTION:

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

Meeting date: September 1, 2020

Department: Communications and Intergovernmental Relations, Kristy Stark, Director (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding

Funds Required: $60,000.00

Account Number: 10001280.54205, 22006335.54205, 21006322.54205

Funds Available: Click or tap here to enter text.

Account Name: Special Economic Development

Fiscal Note:

Prior Council Action: October 1, 2018: Resolution 2018-179R approval of contract with Bickerstaff Heath Delgado Acosta, LLP

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 to extend the Agreement 218-175 with Bickerstaff Heath Delgado Acosta, LLP., for an additional two (2) years from September 30, 2020, through October 1, 2022, for State Government Relations Services to include additional scope related to the COVID-19 pandemic in the amount of $60,000.

The City has contracted our State Government Relations Services with Bickerstaff since 2018 and have developed a strong working relationship with our primary representative Claudia Russell, and in turn have the opportunity to tap into the firm's additional resources. During the upcoming Texas Legislative Session beginning in January, Bickerstaff will provide a strong daily presence on behalf of the City amongst our State delegation and State agencies in Austin.

The scope of this contract includes preparing a strategy on how to best position the City's projects to increase the likelihood of approval of funding during any applicable fiscal year during the term of this agreement, with particular focus on the San Marcos Regional Airport; developing strategic coalitions that will advance the interests, Strategic Initiatives, and Legislative Agenda of the City on the state level; promoting the City's interests on policy matters to elected officials, their staff, and other decision makers; coordinating hearings and meetings to promote the City's interests; and supporting the City in any post-COVID 19 related response/recovery/stimulus efforts at the state level.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Approve renewal of contract 218-175 with Bickerstaff Heath Delgado Acosta, LLP, located in Austin, Texas in the amount of $60,000, ($30,000 annually).

RESOLUTION NO. 2020-180R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A CHANGE IN SERVICE TO THE AGREEMENT WITH BICKERSTAFF HEATH DELGADO ACOSTA, LLP (CONTRACT NO. 218-175) RELATING TO THE PROVISION OF STATE GOVERNMENTAL RELATIONS SERVICES TO EXTEND THE CONTRACT FOR TWO YEARS IN THE ESTIMATED AMOUNT OF $60,000.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE APPROPRIATE DOCUMENTS TO IMPLEMENT THE CHANGE IN SERVICE; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. A Change in Service to the agreement with Bickerstaff Heath Delgado Acosta, LLP (Contract No. 218-175) relating to the provision of State Governmental Relations Services to extend the contract for two years in the estimated amount of $60,000.00 is approved.

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

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

ADOPTED on September 1, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

AUTHORIZATION OF CHANGE IN SERVICE

CONTRACT NUMBER / CONTRACT NAME:	**218-175 State Legislative Consulting Services**	
CITY REPRESENTATIVE:	**Kristy Stark, Communications Director, Intergovernmental Relations**	
CONTRACTOR:	**Bickerstaff Heath Delgado Acosta, LLP**	
CONTRACT EFFECTIVE DATE:	**October 1, 2018**	**City Council Res. 2018-179R**
THIS AUTHORIZATION DATE:	**September 30, 2020**	**AUTHORIZATION NO.: 1**

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

The City hereby amends this Agreement to include the Scope of Services and Deliverables set forth in Exhibit 1 updated July 2020, attached hereto for all purposes. The Agreement term is extended an additional 24-months or until October 1, 2022.

Original Contract Amount:	$60,000	For Initial 24-month Term
Previous Increases/Decreases in Contact Amount:	0.00	
This Increase/Decrease in Contract Amount:	$60,000	September 30, 2020 to October 1, 2022
Revised Contract Amount:	$120,000	

CONTRACTOR: Bickerstaff Heath Delgado Acosta, LLP

Signature Date

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
#	$	
#	$	
#	$	

EXHIBIT 1 - SCOPE OF SERVICES AND DELIVERABLES

Updated July 2020

Bickerstaff Heath Delgado Acosta LLP (Bickerstaff) agrees to provide the City of San Marcos (City) with the following state government relations services in the scope of this agreement:

- Assist and meet with staff and City Council prior to the Texas Legislative Session and as needed to develop a legislative agenda that addresses state issues and supports our federal legislative agenda.
- Support state initiatives and develop and participate in strategic coalitions that advance the interests and legislative agenda of the City.
- Support the City in any post-COVID 19 related response/recovery/stimulus efforts at the state level. This includes assisting with the implementation of state and federal funds secured via Congressional legislation such as the CARES Act. It also includes positioning the City to successfully pursue additional streams of state funding that may arise throughout the course of the current crisis while also keeping our State Congressional delegation apprised of any situations on which they may be of assistance.
- Identify, develop, and evaluate strategies; monitor and advocate on legislative measures, including, but not limited to: the state budget, sales tax initiatives, funding opportunities for the San Marcos Regional Airport infrastructure, initiatives to promote diverse, affordable housing choices for the local work force, economic development, sustainability and other measures proposed during the legislative session that impact or potentially impact City interests.
- Identify state grant opportunities; advise and assist the City as appropriate to enhance the City's submission and chances of approval for funding or grant requests
- Monitor regulatory developments and advise of opportunities for San Marcos to submit comments on proposed rule changes and their impacts; draft and manage legislation; provide copies of bills, amendments, committee reports, and other information.
- Prepare and provide staff and Council timely updates on the legislative environment, bills that relate to city interests, critical anticipated issues, challenges and opportunities.
- Promote the City's interests on policy matters to elected officials, their staff and other decision makers through personal contact and written correspondence; coordinate and attend hearings and meetings to promote the City's interests.
- Facilitate meetings between the City and state elected officials, their staff and decision makers in state agencies, both in Austin and throughout Texas. This will include at least one annual City visit to the State Capitol – circumstances permitting.
- Prepare monthly reports to highlight efforts underway on behalf of the City, detail successes, list upcoming events and provide a compilation of pending applicable grant solicitations that may of interest to the City; this would include a year-end annual report for presentation to City Council.
- Ensure that the City has an ongoing presence at the State Capitol.

Legislation Text

File #: Res. 2020-181R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-181R, approving a Change in Service to the agreement with The Normandy Group, LLC., relating to the provision of Federal Governmental Relations Services to extend the contract for two years in the estimated amount of $300,000; authorizing the City Manager or his designee to execute the appropriate documents to implement the Change in Service; and declaring an effective date.

Meeting date: September 1, 2020

Department: Communications and Intergovernmental Affairs, Director, Kristy Stark (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding

Funds Required: $300,000
Account Number: 10001280.54205, 22006335.54205, 21006322.54205
Funds Available: Click or tap here to enter text.
Account Name: Special Economic Development

Fiscal Note:

Prior Council Action: October 1, 2018, Resolution 2018-178R approved agreement with The Normandy Group, LLC.

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 to approve a two (2) year extension from September 30, 2020, through October 1, 2022, with The Normandy Group, LLC., for Federal Government Relations Services that includes added scope of services and deliverables in the amount of $300,000.

The City has contracted our Federal Government Relations Services with Normandy for more than ten years and have developed strong working relationships with the team, and in turn continues to have a strong presence in Washington D.C. with our federal delegation and federal agencies.

The scope of this contract includes preparing a strategy on how to best position the City's projects to increase the likelihood of approval of funding during any applicable fiscal year during the term of this agreement; developing strategic coalitions that will advance the interests and Strategic Initiatives of the City; promoting the City's interests on policy matters to elected officials, their staff, and other decision makers; coordinating hearings and meetings to promote the City's interests; and supporting the City in any post-COVID 19 related response/recovery/stimulus efforts at the federal level.

Attached please find the updated Federal Funding Success list that details the $111.2 Million the City has received since 2009.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Approve renewal of contract 218-354 with The Normandy Group, LLC, located in Washington, D.C. in the amount of $300,000, ($150,000 annually).

RESOLUTION NO. 2020-181R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A CHANGE IN SERVICE TO THE AGREEMENT WITH THE NORMANDY GROUP, LLC (CONTRACT NO. 218-354) RELATING TO THE PROVISION OF FEDERAL GOVERNMENTAL RELATIONS SERVICES TO EXTEND THE CONTRACT FOR TWO YEARS IN THE ESTIMATED AMOUNT OF $300,000.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE APPROPRIATE DOCUMENTS TO IMPLEMENT THE CHANGE IN SERVICE; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. A Change in Service to the agreement with The Normandy Group, LLC (Contract No. 218-354) relating to the provision of Federal Governmental Relations Services to extend the contract for two years in the estimated amount of $300,000.00 is approved.

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

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

ADOPTED on September 1, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

AUTHORIZATION OF CHANGE IN SERVICE

CONTRACT NUMBER / CONTRACT NAME:	**218-354 Federal Government Relations Services**	
CITY REPRESENTATIVE:	**Kristy Stark, Communications Intergovernmental Relations**	
CONTRACTOR:	**The Normandy Group, LLC**	
CONTRACT EFFECTIVE DATE:	**October 1, 2018**	**City Council Resolution 2018-178R**
THIS AUTHORIZATION DATE:	**September 30, 2020**	**AUTHORIZATION NO.: 1**

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

The City hereby amends this Agreement to include the Scope of Services and Deliverables set forth in Exhibit 1 updated July 2020, attached hereto for all purposes. The Agreement term is extended an additional 24-months or until October 1, 2022.

Original Contract Amount:	$300,000	For Initial 24-month Term
Previous Increases/Decreases in Contact Amount:	0.00	
This Increase/Decrease in Contract Amount:	$300,000	September 30, 2020 to October 1, 2022
Revised Contract Amount:	$600,000	

CONTRACTOR: The Normandy Group, LLC

Signature _____ Date _____

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

CITY:

Bert Lumbreras _____ Date _____
Signature

City Manager _____
Print Name/Title

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

Account Number(s):	Amount	Date
#	$	
#	$	
#	$	

EXHIBIT 1 – SCOPE OF SERVICES AND DELIVERABLES

Updated July 2020

The Normandy Group (Normandy) agrees to provide the City of San Marcos (City) with the following federal government relations services in the scope of this agreement:

- Support the City in any post-COVID 19 related response/recovery/stimulus efforts at the federal level. This includes assisting with the implementation of federal funds secured via Congressional legislation such as the CARES Act. It also includes positioning the City to successfully pursue additional streams of federal funding that may arise throughout the course of the current crisis and keeping our Congressional delegation apprised of any situations that arise on which they may be of assistance.
- Continue to support disaster recovery efforts by working with members of the Congressional delegation and Executive Branch officials on administering already obtained disaster related assistance and also helping to identify and pursue additional federal funding.
- Support the continued development of San Marcos Regional Airport, which includes pursuing federal and state funding to help address the airport's infrastructure needs. This will include monthly strategy calls/meetings to ensure appropriate action items.
- Support federal initiatives that promote diverse, affordable housing choices for the community's local work force. This includes identifying best practices by engaging with Congressional offices, federal agencies, national associations and other municipalities;
- Support federal action to encourage the protection and preservation of spring flows and the rivers in San Marcos;
- Assess pending infrastructure and economic development projects that may be eligible to receive federal funding; determine which of such projects are most likely to qualify for funding under applicable federal transportation, public works and annual appropriations bills or federal grants;
- Advise and assist the City as appropriate to enhance the City's submission and chances of approval of funding or grant requests; ensure that key staff and Texas members of the House of Representatives and Senate are informed of all pending applicable City projects.
- Support federal grant programs that advance police and fire public safety programs for assistance with equipment, training and personnel;
- Prepare a strategy on how to best position the City's projects to increase the likelihood of approval of funding during any applicable fiscal year during the term of this Agreement;
- Educate City staff to better understand applicable forms and white papers on projects;
- Facilitate meetings between the City and federal officials in the executive and legislative branches, both in Washington, D.C. and Texas. This will include at least one annual City "fly-in" to Washington – circumstances permitting.
- Monitor regulatory developments and advise of opportunities for San Marcos to submit comments on proposed rule changes and their impacts.
- Coordinate post-award grant debriefings with agency staff to secure feedback on the scoring of City applications, and how they might be improved for resubmission in the next application cycle if initial applications are not awarded.

- Prepare monthly reports to highlight efforts underway on behalf of the City, detail successes, list upcoming events and provide a compilation of pending federal grant solicitations that may of interest to the City; this would include a year-end annual report for presentation to City Council.
- Ensure that the City has an ongoing presence in Washington, D.C.

City of San Marcos Federal Funding Successes 2009-2020

(updated 7/31/2020)

FY	Project	Description	Amount
FY 2009	Airport Control Tower	Secure funding for construction of Airport Control Tower	**$ 1.575 Million**
FY 2009	Airport Improvements	Improvements to taxiway, taxi lanes, and hangers	**$2.85 Million**
FY 2009	McCarty Lane – Loop 110	Secured $1.8 Million as a part of Pass thru Toll/Hays County Loop. City used to proceed with construction at IH 35 and McCarty Lane to New High School	**$1.8 Million**
FY 2010	Airport Apron Construction	Addition to airport apron	**$ 1.2 Million**
FY 2010-2011	Airport Tower Staffing	Secured Control Tower staffing	Paid by FAA
FY 2010	Loop 82 Railroad Overpass	Secured $700,000 - USDOT	**$700,000**
FY 2010-2011	San Marcos River Section 206 WRDA Project	Federal funding for planning and design of San Marcos River environmental and restoration project along Spring Lake (TX State) and downstream (City of San Marcos).	**$5.05 Million**
FY 2013 - 2014	Secured continuation of Federal Contract Tower Program	Included meeting with high ranking FAA officials and getting TXDOT to fund if unsuccessful with FAA	Continued Control Tower staffing paid by FAA (Average cost/year for FAA for FCT is $250,000); thus, since 2013, this

			is roughly **$750,000** in savings to City
FY 2011	Firefighters Grant (AFG)	Favorable and on-going support for grant application	**$ 345,420**
FY2011-2012	STAR Park	San Marcos joined Texas State University in the development of the 38-acre research and commercialization incubator and project received funding through the Economic Development Administration's	**$1.85 Million**
FY2012-2013	Loop 82 Overpass	Due to frequent outreach with TXDOT office in Washington, were able to secure remaining funding to complete project	**$11 Million**
FY2012-2014	Terminal Radar Display for Airport Control Tower	Due to multiyear effort in working with delegation and FAA, were able to be expedite delivery of necessary radar equipment for control tower (including securing temporary equipment during approval process)	Continued radar usage paid by FAA. Tremendous economic impact for City
FY 2014	Assistance to Firefighters Grant Program	County-wide grant for 700 MHz radio equipment	**$707,546**
FY 2014	Runway construction Grant via FAA	HYI was awarded a FAA-funded grant for runway reconstruction and other related projects, including widening the airport's entrance, an aircraft engine run-up area and three Precision Approach Path Indicators (PAPIs)	**$5.7 million**

FY 2015	FAA Grant for security fencing	HYI was awarded a FAA-funded grant for the construction of hangar access security fencing.	**$350,000**
FY 2015-2016	HUD CDBG Disaster Recovery	Secured $25 Million Grant for Flood Recovery and Sustainability after record flooding along the Blanco and San Marcos Rivers	**$25 Million**
FY 2016	Natural Resources Conservation Service (via USDA)	$8.2 million in repairs for flood damage to a number of dams throughout the City and Hays County under NRCS' Emergency Watershed Protection program	**$8.2 Million**
FY2016-2017	Federal Emergency Management Agency (FEMA)	Over $600,000 (via 6 separate awards) through FEMA' Public Assistance (PA) program.	**$600,000**
FY 2017	HUD CDBG Disaster Recovery	Secured additional $7.7 Million Grant for Flood Recovery and Sustainability	**$7.7 million**
FY 2017	HUD CDBG Disaster Recovery	Secured additional $978,00 Grant for Flood Recovery and Sustainability	**$978,000**
FY 2017	Assistance to Firefighters Grant Program	Allows the San Marcos Fire Department to purchase various pieces of medical equipment including heart monitors, respirators and other various life-saving devices for the unit.	**$332,182**
FY 2018	HUD CDBG Disaster Recovery	Secured additional $24M in Grant for Flood Mitigation and Sustainability	**$24 million**
FY 2019	Federal Aviation Administration (FAA)	Supports the design and construction of a box hangar at the City's' regional airport.	**$690,000**

FY 2020 – CARES	Federal Transit Administration (FTA)	Support capital, operating, and other transit expenses to prevent, prepare for, and respond to COVID-19 occurring on or after January 20, 2020.	**$6,429,168**
FY 2020 – CARES	HUD – CDBG	CDBG-CV Coronavirus grant funding	**$425,281**
FY 2020 – CARES	Federal Aviation Administration (FAA)	Supports continuing airport operations in the wake of the COVID-19 pandemic.	**$157,000**
FY 2020 – CESF	U.S. Dept of Justice (DOJ)	Supports purchase of PPE, disinfecting supplies and equipment for Police & Fire.	**$51,345**
FY 2020 – CARES CRF	U.S. Dept of Treasury through Texas Dept of Emergency Management	Reimbursable award up to $3.65M with first 20% ($731,126) advanced to City upon execution of agreement with the State.	**$3,655,630**
		Total	**$ 111.2 Million**

Legislation Text

File #: Res. 2020-182R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-182R, approving a five-year contract with Axon Enterprises Inc. through the Texas Local Government Purchasing Cooperative BuyBoard for the purchase of Audio Visual Equipment and Supplies for use by City-wide law enforcement personnel in the estimated amount of $1,817,375.34 to include the integration, installation and yearly maintenance of the equipment; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

Meeting date: September 1, 2020

Department: Police Department - Bob Klett, Interim Chief of Police (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding

Funds Required: $1,817,375.34 (FY 21-25)

Account Number: 10002141-52395 ($1,376,264.68), 10003177-52395 ($300,426.00), 10002135-52395 ($47,715.00), 10003156-52395 ($45,094.66), 10003162-52395 ($30,580.00), 10002141-52395 ($17,295.00)

Funds Available: Click or tap here to enter text.

Account Name: Click or tap here to enter text.

Fiscal Note:

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

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

Choose an item.

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

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

☐ Transportation - Choose an item.

☐ Core Services

☐ Not Applicable

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

Choose an item.

Background Information:

Since 2016, by way of a Request for Proposals solicitation, the City contracted with Axon Enterprises, Inc. for audio and video equipment for the Police Department. In an effort to be more consistent and efficient city-wide with equipment and technology, other enforcement roles such as the City Marshal, Fire Marshal, Code Enforcement, Animal Control, and Parking Enforcement are now utilizing Axon products. Equipment and services include wearable body, in-car, and interview room cameras including a comprehensive digital evidence storage solution that will safely and securely manage and store the department audio, video, and still images.

In an effort to consolidate all of the various service agreements into one comprehensive agreement, the City will be ending the 2016 contract and with Council's approval, will be entering into a new agreement with Axon through their Buyboard cooperative agreement. This transition will provide opportunities for early delivery of replacement cameras.

The contract summary is depicted below:

Summary of Contract Totals

	YR 1	YR 2	YR 3	YR 4	YR 5	YR 2-5	YR 1-5
Police	$ 275,253.00	$ 275,252.92	$ 275,252.92	$ 275,252.92	$ 275,252.92	$ 1,101,011.68	$ 1,376,264.68
City Marshals	$ 72,810.00	$ 56,904.00	$ 56,904.00	$ 56,904.00	$ 56,904.00	$ 227,616.00	$ 300,426.00
Fire Marshal	$ 9,543.00	$ 9,543.00	$ 9,543.00	$ 9,543.00	$ 9,543.00	$ 38,172.00	$ 47,715.00
Code Enforcemen	$ 9,018.82	$ 9,018.96	$ 9,018.96	$ 9,018.96	$ 9,018.96	$ 36,075.84	$ 45,094.66
Animal Control	$ 6,116.00	$ 6,116.00	$ 6,116.00	$ 6,116.00	$ 6,116.00	$ 24,464.00	$ 30,580.00
Parking Enforcement	$ 3,459.00	$ 3,459.00	$ 3,459.00	$ 3,459.00	$ 3,459.00	$ 13,836.00	$ 17,295.00
Totals:	$ 376,199.82	$ 360,293.88	$ 360,293.88	$ 360,293.88	$ 360,293.88	$ 1,441,175.52	$ 1,817,375.34

The City of San Marcos is authorized by the Local Government Code, Chapter 271, to participate in cooperative purchasing programs. The ("BuyBoard") Cooperative Purchasing has awarded contract #568-18 for Law Enforcement Body Cameras, Supplies and Equipment to Axon Enterprises, Inc.

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 Axon Enterprises, Inc. in the amount of $1,817,375.34 for fiscal year 2021 through 2025.

RESOLUTION NO. 2020-182R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING A FIVE-YEAR CONTRACT WITH AXON ENTERPRISES, INC. THROUGH THE TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD (CONTRACT NO. 568-18) FOR THE PURCHASE OF AUDIO-VISUAL EQUIPMENT AND SUPPLIES FOR USE BY CITY-WIDE LAW ENFORCEMENT PERSONNEL IN THE ESTIMATED AMOUNT OF $1,817,375.34 TO INCLUDE THE INTEGRATION, INSTALLATION AND YEARLY MAINTENANCE OF THE EQUIPMENT; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. A five-year agreement with Axon Enterprises, Inc. through the Texas Local Government Purchasing Cooperative BuyBoard (Contract No. 568-18), for the purchase of audio-visual equipment and supplies for use by city-wide law enforcement personnel in the estimated amount of $1,817,375.34 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 September 1, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

Master Services and Purchasing Agreement Between City of San Marcos, Texas and Axon Enterprise, Inc. Contract Number 220-252

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the City of San Marcos, Texas ("**Agency**"). This Agreement is effective as of the last signature date on this Agreement ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

1 **Term**. This Agreement begins on the Effective Date and continues until terminated pursuant to this Agreement ("**Term**"). Agency may renew this Agreement for an additional 5 years upon execution of an Authorization of Change in Service, Exhibit "A". New devices and services may require additional terms. Axon will not authorize services until Axon receives an amendment to this Agreement by an executed Authorization of Change in Service Form.

2 **Definitions**. **"Axon Cloud Services"** means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors. A Quote for additional services or additional equipment to this Agreement will be made by an Authorization of Change in Service.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

3 **Payment**. Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection.

4 **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate. City of San Marcos is exempt from Texas Sales & Use Tax on goods and services in accordance with Section 15.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* Section 3.322.

5 **Shipping**. Axon may make partial shipments and ship Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty**.

7.1 **Hardware Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1-year from the date of Agency's receipt, except Signal

Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 **Claims**. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.

7.3 **Spare Devices**. Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("**Spare Devices**"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

7.4 **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.

7.4.1 **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

7.4.2 **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory**.

8 **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, and Axon Fleet,

may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides a SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed Authorization of Change in Service. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 **Device Warnings**. See www.axon.com/legal for the most current Axon device warnings.

10 **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.

11 **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

12 **Indemnification**. Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

13 **IP Rights**. Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14 **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15 **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

16 **Termination**.

16.1 **For Breach**. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

16.2 **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section

as soon as reasonably practicable.

16.3 **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Devices received and amounts paid towards those Devices. If terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

16.4 **Termination for Convenience.** The Agency through the City Manager or the City Manager's designee may terminate the Agreement at any time upon thirty (30) calendar days' notice in writing to Axon. Upon receipt of such notice, Axon shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the Agreement. As soon as practicable after the receipt of notice of termination, Axon shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under the Agreement to date of termination. The Agency agrees to compensate Axon for that portion of the prescribed charges for which the Services were actually performed or Axon Devices delivered under the Agreement and not previously paid.

17 **Confidentiality**. "**Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18 **Texas Public Information Act.** Axon understands and acknowledges that the Agency is a governmental entity in Texas and is subject to requests for public information under the Texas Public Information Act. Any action taken by the Agency to meet its legal requirements under the Texas Public Information Act or related City Ordinance will not be considered a breach of this Agreement.

19 **General**.

19.1 **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 **Independent Contractors**. Axon is an independent contractor. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

19.4 **Non-Discrimination**. Neither Party will discriminate in employment and in subcontracts nor its

employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

19.6 **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 **Survival**. The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 **Governing Law**. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. The venue for any litigation arising from this Agreement will be in San Marcos, Hays County, Texas. Axon warrants and agrees that Axon will perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances and in compliance with City of San Marcos "Standard Terms and Conditions" attached hereto as Exhibit "B", when not in conflict with the terms of this Agreement.

19.10 **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency: City of San Marcos, Texas
Attn: City Attorney's Office
630 E. Hopkins Street
San Marcos, Texas 78666
Email: legalinfo@sanmarcostx.gov

19.11 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This

Agreement may only be modified or amended in a writing by Change in Service, Exhibit "A" signed by the Parties.

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

19.14 2252 Compliance. Section 2252 of the Texas Government Code restricts the City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. Contractor hereby certifies that is not ineligible to receive the award of or payments under this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.	**City of San Marcos, Texas**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Axon Cloud Services Terms of Use Appendix

1 **Definitions**.

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

2 **Subscription Term**. For Axon Evidence subscriptions, including Fleet 2 Unlimited, the subscription begins after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of phase one. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term ends upon completion of the Axon Evidence subscription stated in the Quote ("**Axon Evidence Subscription Term**").

3 **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

4 **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

5 **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

6 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b)

ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

7 **Privacy**. Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

8 **Storage**. For Axon Evidence Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. For Axon Air Evidence subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from an Axon Air device. For Axon Interview Room Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Interview Room hardware. For Axon Fleet Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Fleet hardware.

Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Storage**. Axon may transfer Agency Content to a Criminal Justice Information Services (CJIS) compliant third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10 **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services , the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11 **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12 **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

12.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

12.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

12.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

12.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

12.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

13 **After Termination**. Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

14 **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system. Data captured on an Axon Device, will be exported in MP4 format. For data captured from third-party sources and imported into Axon Evidence, the file will be exported in the same format in which it was uploaded.

15 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical

data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

16 **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Professional Services Appendix

1 **Utilization of Services**. Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 **Body-Worn Camera 1-Day Service (BWC 1-Day)**. BWC 1-Day includes one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, additional on-site assistance is $2,500 per day. The BWC 1-Day options include:

System set up and configuration (Remote Support) • Setup Axon Mobile on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access
Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

3 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC 1-Day Service Package, except one day of on-site services.

4 **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to: • Provide considerations for the establishment of CEW policy and system operations best

practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

5 **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

6 **Signal Sidearm Installation Service**. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

7 **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

8 **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

9 **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

10 **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.

11 **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

12 **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. If proven by a third-party investigator, hired by the Agency, that the loss, damage or corruption of the Agency's network or data was caused by Axon's negligence or willful misconduct, Axon will reimburse the Agency for the third-party investigator and cost of any repairs.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1 **Term**. TAP begins after shipment of Devices covered under TAP. If Axon ships Devices in the first half of the month, TAP starts the 1st of the following month. If Axon ships Devices in the second half of the month, TAP starts the 15th of the following month. ("**TAP Term**").

2 **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.

3 **Officer Safety Plan Standard**. The Officer Safety Plan Standard ("**OSP Standard**") includes Axon Evidence Unlimited, TAP for Axon body-worn camera ("**BWC**") and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years ("**OSP Term**"). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a $0 purchase order.

4 **Officer Safety Plan 7**. Both the Officer Safety Plan 7 ("**OSP 7**") and Officer Safety Plan 7 Plus ("**OSP 7 Plus**") include Axon Evidence Unlimited, TAP for Axon BWC and Axon Dock, TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both bundles are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of the TASER 7 CEW and accessories as soon as available from Axon. Some offerings in the OSP 7 bundles may not be generally available at the time of Agency's OSP 7 purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an OSP 7 bundle.

Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During the Term, you will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An Upgrade includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included in the OSP 7 bundle. The Axon Records subscription will begin upon the start of the OSP 7 Term and end at the end of the OSP 7 Term, as defined below.

5 **OSP 7 Term**. OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month. For phased

deployments, each phase has its own start and end date based on the phase's first shipment per the above. OSP 7 runs for 5 years from the OSP 7 start date ("**OSP 7 Term**").

6 **TAP BWC Upgrade**. If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon BWC 3 years after TAP starts ("**BWC Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a BWC Upgrade 2.5 and 5 years after TAP starts. If Agency purchased TAP as a standalone, Axon will provide a BWC Upgrade that is the same or like Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock. If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new BWC of Agency's choice.

7 **TAP Dock Upgrade**. If Agency purchased 3 years of Dock TAP and makes all payments, Axon will provide Agency a new Axon Dock 3 years after TAP starts ("**Dock Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or Dock TAP and makes all payments, Axon will provide Agency a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Device, at Axon's option.

8 **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the second BWC and Dock Upgrade 60 days before the end of the Term without prior confirmation from Agency.

9 **Upgrade Change**. If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

10 **Return of Original Device**. If Axon provides a warranty replacement 6 months before the date of a BWC Upgrade or Dock Upgrade, the replacement is the upgrade. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received by Agency.

11 **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

11.1. TAP and OSP coverage terminates as of the date of termination and no refunds will be given.

11.2. Axon will not and has no obligation to provide the Upgrade Models.

11.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

1 **Term**. If Agency purchases TASER 7 as part of OSP 7 or 7 Plus, TASER 7 starts on the OSP 7 start date. Otherwise, the start date is based on shipment of TASER 7 hardware. If Axon ships TASER 7 hardware in the first half of the month, TASER 7 starts the 1st of the following month. If Axon ships TASER 7 hardware in the second half of the month, TASER 7 starts the 15th of the following month ("**TASER 7 Start Date**"). TASER 7 will end upon completion of the associated TASER 7 subscription in the Quote ("**TASER 7 Term**"). For phased deployments, each phase will have its own 60-month term, with start dates as described above.

2 **Unlimited Duty Cartridge Plan**. If the Quote includes "**Unlimited Duty Cartridge Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

3 **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the TASER 7 Start Date. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

4 **Extended Warranty**. If the Quote includes a TASER 7 plan (TASER 7 Basic - Upfront Plus Subscription, TASER 7 Basic - Subscription, or TASER 7 Certification), extended warranty coverage is included for the TASER CEW, dock and core, and rechargeable battery as described in the Hardware Limited Warranty. The extended warranty coverage begins on the TASER 7 Start Date and continues for the TASER 7 Term.

5 **Trade-in**. If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

Agency Size	Days to Return from TASER 7 Start Date
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6 **Subscription Term**. The TASER 7 Axon Evidence Subscription Term begins on the TASER 7 or OSP 7 Start Date.

7 **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.

8 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future devices and services.

9 **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.

9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

Axon Auto-Tagging Appendix

1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS. Agency must purchase Axon Auto-Tagging for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.

2 **Support**. For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3 **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4 **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

- **4.1.** Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
- **4.2.** Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
- **4.3.** Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
- **4.4.** Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
- **4.5.** Promptly install and implement any software updates provided by Axon;
- **4.6.** Ensure that all appropriate data backups are performed;
- **4.7.** Provide assistance, participation, and approvals in testing Auto-Tagging Services;
- **4.8.** Provide Axon with remote access to Agency's Axon Evidence account when required;
- **4.9.** Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
- **4.10.** Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5 **Access to Systems**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Fleet Appendix

1 **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

2 **CradlePoint**. If Agency purchases CradlePoint Enterprise Cloud Manager, Agency will comply with CradlePoint's end user license agreement. The term of the CradlePoint license may differ from the Axon Evidence Subscription. CradlePoint installation is outside the scope of this Agreement. If Agency requires CradlePoint support, Agency will contact CradlePoint directly.

3 **Third-party Installer**. If Agency (a) installs Axon Fleet and related hardware without "train the trainer" Services from Axon; (b) does not follow instructions provided by Axon during train the trainer; or (c) uses a third-party to install the hardware (collectively, "**Third-party Installer**"), Axon will not be responsible for Third-party Installer's failure to follow instructions relating to installation and use of Axon Fleet. Axon will not be liable for the failure of Axon Fleet hardware to operate per Axon's specifications or damage to Axon Fleet hardware due to a Third-party Installer. Axon may charge Agency if Axon is required to (a) replace hardware damaged by Third-party Installer; (b) provide extensive remote support; or (c) send Axon personnel to Agency to replace hardware damaged by Third-party Installer.

4 **Wireless Offload Software.**

4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Software ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5 **Wireless Microphone**. The Axon Fleet Wireless Microphone subscription is a 5-year term. If this

Agreement terminates for any reason before the end of the 5 years, Agency must pay the remaining MSRP for the Wireless Microphone, or if terminating for non-appropriations, return the Wireless Microphone to Axon.

6 **Fleet 2 Unlimited**. Both Fleet 2 Unlimited and Fleet 2 Unlimited 60 require a 5-year term. Both offerings provide a 4-year extended warranty on Axon Fleet camera hardware.

7 **Fleet 2 Unlimited Upgrade**. For Axon Fleet 2 Unlimited, 5-years after the start of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase, Axon will provide Agency a new front and new rear Axon Fleet camera that is the same or like Device, at Axon's sole option ("**Axon Fleet Upgrade"**). Axon Fleet 2 Unlimited 60 is not eligible to receive an Axon Fleet Upgrade.

After Agency makes the fifth Axon Fleet Unlimited payment, Agency may elect to receive the Axon Fleet Upgrade anytime in the fifth year of the Axon Evidence Subscription associated with Agency's Axon Fleet Purchase. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Devices. If Agency does not destroy or return the Devices to Axon, Axon will deactivate the serial numbers for the Devices received by Agency.

8 **Fleet Unlimited Termination.** If Agency's payment for any Axon Fleet Unlimited program or Axon Evidence is more than 30 days past due, Axon may terminate Axon Fleet Unlimited. Once Axon Fleet Unlimited terminates for any reason, then:

8.1. Axon Fleet Unlimited coverage terminates, and no refunds will be given.

8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade Models.

8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.

Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus. Axon Aware Plus includes Axon Aware.

1 **Axon Aware Subscription Term**. If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of the (1) date Axon provisions Axon Aware to Agency, or (2) first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

2 **Scope of Axon Aware**. The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

3 **LTE Requirements**. Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4 **Axon Aware Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

5 **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Aware or

bundles that include Axon Aware, Axon will end LTE service.

San Marcos Police Dept. - TX

AXON SALES REPRESENTATIVE
Danny Thielen
(480) 434-8810
dthielen@axon.com

ISSUED
6/2/2020

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-248650-43984.656DT

Issued: 06/02/2020

Quote Expiration: 09/18/2020

Account Number: 110479

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO
Brandon Winkenwerder
San Marcos Police Dept. - TX
2300 IH 35 S.
SAN MARCOS, TX 78666
US

BILL TO
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PRIMARY CONTACT
Brandon Winkenwerder
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Email: bwinkenwerder@sanmarcostx.gov

Year 1 - PD - OSP 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
12332	AXON AIR, EVIDENCE.COM ADD-ON LICENSE: 5 YEAR		5	0.00	0.00	0.00
12333	AXON AIR, EVIDENCE.COM ADD-ON ANNUAL PAYMENT		5	900.00	0.00	0.00
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT		4,320	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE		108	0.00	0.00	0.00
73420	AXON RECORDS LICENSE: 5 YEAR		108	0.00	0.00	0.00
73652	AWARE A/V SERVICE LINE: 5 YEAR		108	0.00	0.00	0.00
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM		108	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE		2	0.00	0.00	0.00
80052	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 1 PAYMENT		108	180.00	180.00	19,440.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT		18	468.00	468.00	8,424.00
85110	EVIDENCE.COM INCLUDED STORAGE		540	0.00	0.00	0.00
Hardware						
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R		108	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		108	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		216	0.00	0.00	0.00

Year 1 - PD - OSP 7 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		216	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		129	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		129	0.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		108	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		1	0.00	0.00	0.00
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)		8	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		8	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		216	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		216	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		216	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		216	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		2	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		2	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		2	0.00	0.00	0.00
Other						
73450	2019 - OFFICER SAFETY PLAN 7		108	0.00	0.00	0.00
73460	EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR		108	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
20147	VR EMPATHY DEVELOPMENT AUTISM SCHIZOPHRENIA ACCESS: 5 YEAR		108	0.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET		1	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS: 5 YEAR		108	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00

Year 1 - PD - OSP 7 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73452	2019 - OFFICER SAFETY PLAN 7 ANNUAL PAYMENT		108	1,788.00	690.53	74,577.24
Services						
85144	AXON STARTER		1	2,750.00	0.00	0.00
85147	CEW STARTER		1	2,750.00	69,986.29	69,986.29
					Subtotal	172,427.53
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	172,427.53

TAP Refresh - Contract #00007814

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		108	699.00	0.00	0.00
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA		108	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		118	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		108	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		14	1,495.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		14	42.00	0.00	0.00
73304	5 YEAR OFFICER SAFETY PLAN 7 AB3 DOCK 8 BAY		14	0.00	0.00	0.00
Other						
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		14	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Spares - PD - OSP 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA		3	0.00	0.00	0.00
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R		3	0.00	0.00	0.00

Spares - PD - OSP 7 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		3	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		3	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		3	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		3	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 1 - PD - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80167	FLEET 2 VIEW XL VEHICLE LICENSE: YEAR 1 PAYMENT		85	348.00	348.00	29,580.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		85	408.00	408.00	34,680.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		85	0.00	0.00	0.00
					Subtotal	64,260.00
					Estimated Tax	0.00
					Total	64,260.00

Year 1 - PD - Interview Room

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50071	AXON STREAMING SERVER LICENSE (PER SERVER)		2	1,750.00	1,750.00	3,500.00
50070	AXON CLIENT SOFTWARE (EACH CLIENT AND TOUCH PANEL)		6	1,500.00	1,500.00	9,000.00
50055	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT		6	1,188.00	1,188.00	7,128.00
Hardware						
50298	AXIS P3245-LV NETWORK CAMERA		3	796.00	775.00	2,325.00
50118	LOUROE DV-ML MICROPHONE (POE)		3	196.50	196.50	589.50
74062	INTERVIEW ROOM 5 YR EXTENDED WARRANTY		3	1,240.99	1,240.99	3,722.97
50268	POS-X TP6 TOUCH PANEL W/4GB RAM		3	1,600.00	1,600.00	4,800.00

Year 1 - PD - Interview Room (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Services						
85170	INTERVIEW ROOM, INSTALL AND SETUP		3	2,500.00	2,500.00	7,500.00
					Subtotal	38,565.47
					Estimated Tax	0.00
					Total	38,565.47

Year 2 - PD - OSP 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
12333	AXON AIR, EVIDENCE.COM ADD-ON ANNUAL PAYMENT		5	900.00	0.00	0.00
80053	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 2 PAYMENT		108	180.00	180.00	19,440.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT		18	468.00	351.00	6,318.00
85110	EVIDENCE.COM INCLUDED STORAGE		540	0.00	0.00	0.00
Hardware						
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		216	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		216	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		216	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		216	0.00	0.00	0.00
Other						
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
73452	2019 - OFFICER SAFETY PLAN 7 ANNUAL PAYMENT		108	1,788.00	1,625.99	175,606.92
					Subtotal	201,364.92
					Estimated Tax	0.00
					Total	201,364.92

Year 2 - PD - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80168	FLEET 2 VIEW XL VEHICLE LICENSE: YEAR 2 PAYMENT		85	348.00	348.00	29,580.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		85	408.00	408.00	34,680.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		85	0.00	0.00	0.00
					Subtotal	64,260.00
					Estimated Tax	0.00
					Total	64,260.00

Year 2 - PD - Interview Room

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		6	300.00	300.00	1,800.00
50056	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT		6	1,188.00	1,188.00	7,128.00
					Subtotal	9,628.00
					Estimated Tax	0.00
					Total	9,628.00

Year 3 - PD - OSP 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
12333	AXON AIR, EVIDENCE.COM ADD-ON ANNUAL PAYMENT		5	900.00	0.00	0.00
80054	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 3 PAYMENT		108	180.00	180.00	19,440.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT		18	468.00	351.00	6,318.00
85110	EVIDENCE.COM INCLUDED STORAGE		540	0.00	0.00	0.00

Year 3 - PD - OSP 7 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		216	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		216	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		216	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		216	0.00	0.00	0.00
73311	8-BAY DOCK AXON BODY CAMERA REFRESH ONE		14	0.00	0.00	0.00
Other						
73309	AXON BODY CAMERA REFRESH ONE		108	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
73452	2019 - OFFICER SAFETY PLAN 7 ANNUAL PAYMENT		108	1,788.00	1,625.99	175,606.92
					Subtotal	201,364.92
					Estimated Tax	0.00
					Total	201,364.92

Year 3 - PD - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80169	FLEET 2 VIEW XL VEHICLE LICENSE: YEAR 3 PAYMENT		85	348.00	348.00	29,580.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		85	408.00	408.00	34,680.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		85	0.00	0.00	0.00
					Subtotal	64,260.00
					Estimated Tax	0.00
					Total	64,260.00

Year 3 - PD - Interview Room

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		6	300.00	300.00	1,800.00
50057	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT		6	1,188.00	1,188.00	7,128.00
					Subtotal	9,628.00
					Estimated Tax	0.00
					Total	9,628.00

Year 4 - PD - OSP 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
12333	AXON AIR, EVIDENCE.COM ADD-ON ANNUAL PAYMENT		5	900.00	0.00	0.00
80055	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 4 PAYMENT		108	180.00	180.00	19,440.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT		18	468.00	351.00	6,318.00
85110	EVIDENCE.COM INCLUDED STORAGE		540	0.00	0.00	0.00
Hardware						
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		216	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		216	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		216	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		216	0.00	0.00	0.00
Other						
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00

Year 4 - PD - OSP 7 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73452	2019 - OFFICER SAFETY PLAN 7 ANNUAL PAYMENT		108	1,788.00	1,625.99	175,606.92
					Subtotal	201,364.92
					Estimated Tax	0.00
					Total	201,364.92

Year 4 - PD - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80170	FLEET 2 VIEW XL VEHICLE LICENSE: YEAR 4 PAYMENT		85	348.00	348.00	29,580.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		85	408.00	408.00	34,680.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		85	0.00	0.00	0.00
					Subtotal	64,260.00
					Estimated Tax	0.00
					Total	64,260.00

Year 4 - PD - Interview Room

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		6	300.00	300.00	1,800.00
50058	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT		6	1,188.00	1,188.00	7,128.00
					Subtotal	9,628.00
					Estimated Tax	0.00
					Total	9,628.00

Year 5 - PD - OSP 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
12333	AXON AIR, EVIDENCE.COM ADD-ON ANNUAL PAYMENT		5	900.00	0.00	0.00

Year 5 - PD - OSP 7 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)						
80056	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 5 PAYMENT		108	180.00	180.00	19,440.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT		18	468.00	351.00	6,318.00
85110	EVIDENCE.COM INCLUDED STORAGE		540	0.00	0.00	0.00
Hardware						
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		216	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		216	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		216	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		216	0.00	0.00	0.00
73312	8-BAY DOCK AXON BODY CAMERA REFRESH TWO		14	0.00	0.00	0.00
Other						
73310	AXON BODY CAMERA REFRESH TWO		108	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
73452	2019 - OFFICER SAFETY PLAN 7 ANNUAL PAYMENT		108	1,788.00	1,625.99	175,606.92
					Subtotal	201,364.92
					Estimated Tax	0.00
					Total	201,364.92

Year 5 - PD - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80171	FLEET 2 VIEW XL VEHICLE LICENSE: YEAR 5 PAYMENT		85	348.00	348.00	29,580.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		85	408.00	408.00	34,680.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED		85	0.00	0.00	0.00
					Subtotal	64,260.00
					Estimated Tax	0.00
					Total	64,260.00

Year 5 - PD - Interview Room

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.00	700.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		6	300.00	300.00	1,800.00
50059	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT		6	1,188.00	1,188.00	7,128.00
					Subtotal	9,628.00
					Estimated Tax	0.00
					Total	9,628.00
					Grand Total	**1,376,264.68**

Discounts (USD)

Quote Expiration: 09/18/2020

List Amount	1,628,290.47
Discounts	252,025.79
Total	**1,376,264.68**

Total excludes applicable taxes

Summary of Payments

Payment	Amount (USD)
Year 1 - PD - OSP 7	172,427.53
TAP Refresh - Contract #00007814	0.00
Spares - PD - OSP 7	0.00
Year 1 - PD - Fleet	64,260.00
Year 1 - PD - Interview Room	38,565.47
Year 2 - PD - OSP 7	201,364.92
Year 2 - PD - Fleet	64,260.00
Year 2 - PD - Interview Room	9,628.00
Year 3 - PD - OSP 7	201,364.92
Year 3 - PD - Fleet	64,260.00

Summary of Payments (Continued)

Payment	Amount (USD)
Year 3 - PD - Interview Room	9,628.00
Year 4 - PD - OSP 7	201,364.92
Year 4 - PD - Fleet	64,260.00
Year 4 - PD - Interview Room	9,628.00
Year 5 - PD - OSP 7	201,364.92
Year 5 - PD - Fleet	64,260.00
Year 5 - PD - Interview Room	9,628.00
Grand Total	**1,376,264.68**

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Interview Recording Platform

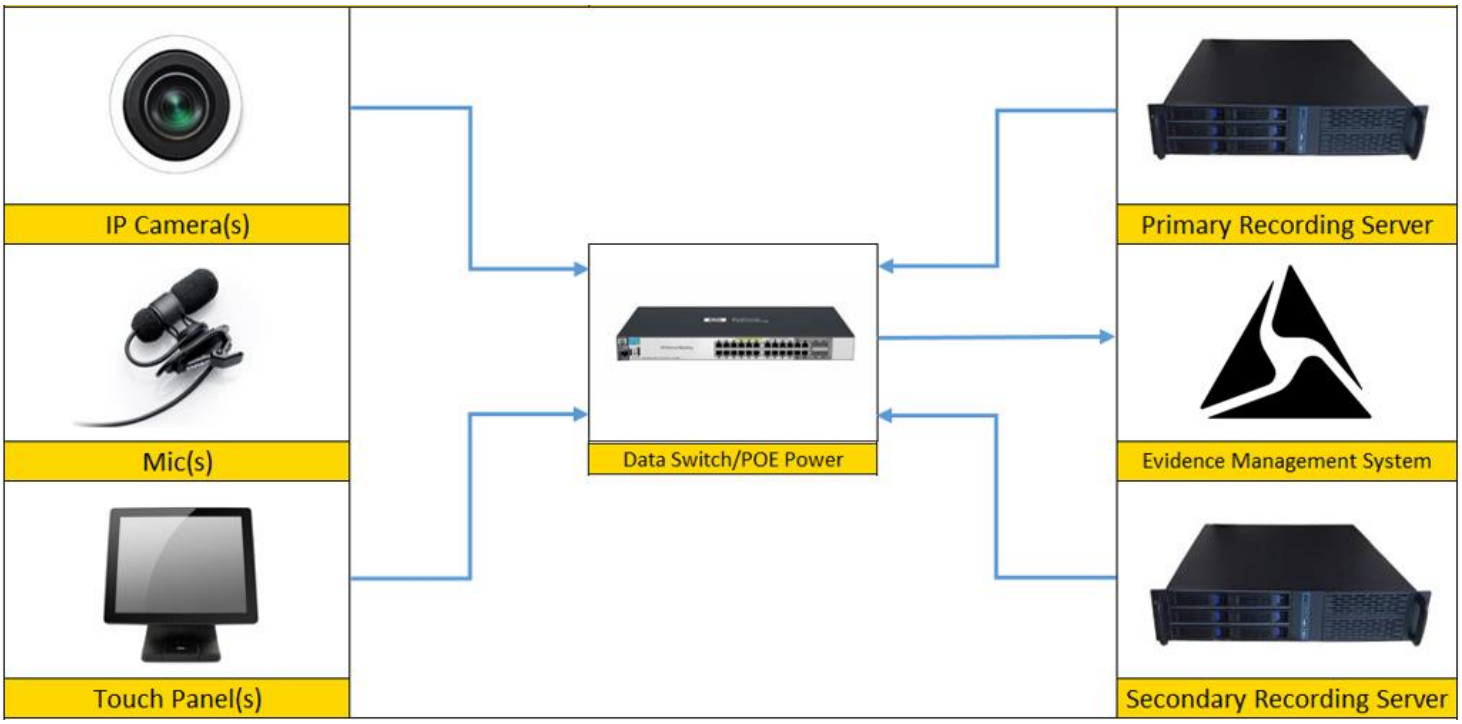
This document details a proposed system design

Agency Created For: San Marcos Police Dept. - TX

Sold By:	Danny Thielen
Designed By:	Evan Bates
Installed By:	Axon Professional Services
Customer Contact:	
Target Install Date:	

AXON INTERVIEW RECORDING PLATFORM

This image is intended to be a general visual of how Interview Room is configured. Please read through the SOW for configuration specific to this deal.



AXON-PROVIDED HARDWARE SUMMARY

The following section offers a broad summary of the Axon-provided hardware needed to configure this order. With the exception of server quantities, QUANTITIES DO NOT REFLECT CUSTOMER-PROVIDED ITEMS.

Total Camera Configurations

3	Camera(s)
0	Covert Enclosure(s)
3	Microphone(s)
	Injector(s)

Locations	**# Rooms**
Main Building	3

Total Switches

0	POE Switch(es)

Total Servers

0	Server(s) *(customer-provided included)*

Total Touch Panels

3	Touch Panel(s) *(virtual not included)*
3	Wall Mount(s)

Total Camera Configurations

0	I/O Box(es)

INTERVIEW ROOM OVERVIEW

The following sections detail the configuration of the Axon Interview recording system at all locations.

Network Considerations

<table>
<tr><td rowspan="4">Network Requirements</td><td colspan="3">Each IP Camera will be connected to a POE switch that provides the device with power and network connectivity.</td></tr>
<tr><td colspan="3">Each Recording Server must be given a static IPv4 network address that is routable across the network.</td></tr>
<tr><td colspan="3">Each IP Camera must be given a static IPv4 network address that is routable across the network.</td></tr>
<tr><td colspan="3">Each touch panel/kiosk must be given a static IPv4 network address that is routable across the network.</td></tr>
<tr><td rowspan="4">Network Addressing</td><td>Network Device</td><td>Static IPs</td><td>Total IPs</td></tr>
<tr><td>Qty of IP Cameras</td><td>3</td><td rowspan="3">6</td></tr>
<tr><td>Qty of Touch Panels</td><td>3</td></tr>
<tr><td>Qty of Recording Servers</td><td>0</td></tr>
<tr><td>Data Switch Provisioning</td><td colspan="3">This install will require POE data switches at each location.</td></tr>
<tr><td>Virtual Kiosks</td><td colspan="3">0 workstations will require virtual kiosk software to be installed.</td></tr>
<tr><td rowspan="2">Customer Provided Items</td><td colspan="3">Customer to provide all device IP addresses
Customer to also provide:
• Subnet Mask
• Gateway IP
• DNS/WINS IP
• Time Server IP</td></tr>
<tr><td colspan="3">Customer IT staff will configure all switches with proper network configuration.</td></tr>
</table>

Metadata Tags

Metadata Tagging	The system will collect metadata information prior to, and after, the interview recording process (i.e. Interviewer Name, Interviewee Name, Case Number).
Metadata Tags	Information collected prior to recording: • Interviewee first and last name • Case number • Case type • Interviewee type Information collected post recording: • Interviewer name(s)
Customer Provided Items	Customer to provide preferred metadata fields.
Axon Provided Items	Axon to facilitate the creation of metadata fields.

NETWORK CONFIGURATION DETAILS

The following section offers a broad summary of the Axon-provided hardware needed to configure this order.

Network Configuration Details

Evidence Management System	Evidence.com
Application Features	Network Applications: • Remote monitoring application Evidence.com Application Features: • Secure Cloud Storage • Redaction • Download/Sharing • Audit Trail • Reporting

Training

Application Package	This solution will include on-site application training covering: • Touch panel overview • Initiating interview wizard • Entering metadata • Controlling the interview process • Closing an interview • Evidence.com functionality

Additional General Deal Notes

Notes	

LOCATION DETAILS: Main Building

The following sections detail the configuration of the Axon Interview recording system at MAIN BUILDING

Location Name	Main Building

Cable Considerations

Cabling Runs	Customer will install the networking cables using a Cat6e Cable.	
	6	cable runs are required for this installation.
	3	110v power outlets are required for this installation (Customer Responsibility).
Cabling Requirements	All Devices: Network cabling must be provided for the following devices: • Axis IP Camera • Server • Touch Panel or PC running a virtual Touch Panel • POE Switch	

Servers, Switches, Touch Panels

Servers	N/A	**Quantity:**	0
	N/A		0
Redundancy	This system includes recording redundancy		
Data Switch/POE Power	N/A	**Quantity:**	0
	N/A		
Touch Panels	POS-X Touch Panel		
Touch Panel Location	Wall mounted outside each room		
Number of I/O Boxes Required	0		

Additional Location Notes

Notes	

ROOM DETAILS: Room 4

The following sections detail the configurations specific to ROOM 4

Location Name	Main Building
Room Name	Room 4

Camera Configuration

Camera 1	Camera 1 will be a(n) : Axis P3235-LV Overt Dome Camera Covert Enclosure : N/A Mic: Louroe Tamper Proof Mic This camera requires a(n) N/A
Recording Activation	Recording will be triggered via IR Client
External Recording-In-Progress Visual	N/A
Wall Configuration	Drywall
Ceiling Configuration	Standard Tile

Additional Location Notes

Notes	The camera will be angled to provide context the moment the suspect walks into the room until the suspect exits.

ROOM DETAILS: Room 5

The following sections detail the configurations specific to ROOM 5

Location Name	Main Building
Room Name	Room 5

Camera Configuration

Camera 1	Camera 1 will be a(n) : Axis P3235-LV Overt Dome Camera Covert Enclosure : N/A Mic: Louroe Tamper Proof Mic This camera requires a(n) N/A
Recording Activation	Recording will be triggered via IR Client
External Recording-In-Progress Visual	N/A
Wall Configuration	Drywall
Ceiling Configuration	Standard Tile

Additional Location Notes

Notes	The camera will be angled to provide context the moment the suspect walks into the room until the suspect exits.

ROOM DETAILS: Room 6

The following sections detail the configurations specific to ROOM 6

Location Name	Main Building
Room Name	Room 6

Camera Configuration

Camera 1	Camera 1 will be a(n) : Axis P3235-LV Overt Dome Camera Covert Enclosure : N/A Mic: Louroe Tamper Proof Mic This camera requires a(n) N/A
Recording Activation	Recording will be triggered via IR Client
External Recording-In-Progress Visual	N/A
Wall Configuration	Drywall
Ceiling Configuration	Standard Tile

Additional Location Notes

Notes	The camera will be angled to provide context the moment the suspect walks into the room until the suspect exits.

Axon International, Inc's Sales Terms and Conditions for Direct Sales to End User Purchasers

This Statement of Work is bound to the applicable signed quote. Upon confirmation of the installation dates, to be confirmed in writing, the agency will give no less than a 2-week advanced notice of cancellation or change from the date of the scheduled installation. In the event the Agency cancels 2 weeks or less from the date of the scheduled installation, the agency will be responsible for all travel booked, and resource costs associated with the cancelled installation. Rescheduling of the installation will be at the discretion of Axon Professional Services based on available dates within the installation schedule calendar.

Changes to the scope of this SOW must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

Notes

TX BuyBoard 568-18 used for pricing and purchasing justification.

Agency has existing contract #7814, #18732, #11806, & #7817 (originated via Q-73087, Q-178223, Q-73074, & Q-73077) and is terminating that contract upon the new license start date (11/1/2020) of this quote.

Contingent upon payment of Year 5 invoice of contract #7814 & #7817 due August 2020 and September 2020 respectively, Year 3 invoice of contract #18732 due October 2020, and Year 4 invoice of contract #11806 due June 2020, the parties agree that Axon is granting a refund of $118,526.76 (applied to Year 1 licenses) to refund paid, but undelivered services. This discount is based on a ship date range of 10/1/2020-10/15/2020, resulting in a 11/1/2020 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

100% discounted body-worn camera and docking station hardware contained in Year 1 reflects a TAP replacement for hardware purchased under existing contract #7814. All TAP obligations from this contract will be considered fulfilled upon execution of this quote. This refreshed hardware will be covered under the Technology Assurance Plan (TAP) and will be eligible for 2 replacements. This will take place at the 30 and 60 month marks of this new contract.

All existing fleet programs will be terminated upon execution of this quote. Agency is decreasing fleet vehicle quantity to 85 vehicles reflected on this quote. Any remaining fleet systems will no longer have access to Evidence.com. These 85 vehicles are not covered under the Technology Assurance Plan (TAP) and will not be eligible for TAP refresh.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at https://www.axon.com/legal/sales-terms-and-conditions and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Danny Thielen at dthielen@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
Review 1	Review 2	SO #:
Comments:		

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-248725-43962.786DT

Issued: 05/11/2020

Quote Expiration: 09/18/2020

Account Number: 110479

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO
Brandon Winkenwerder
San Marcos Police Dept. - TX
2300 IH 35 S.
SAN MARCOS, TX 78666
US

BILL TO
San Marcos Police Dept. - TX
2300 IH 35 S.
SAN MARCOS, TX 78666
US

SALES REPRESENTATIVE
Danny Thielen
Phone: (480) 434-8810
Email: dthielen@axon.com
Fax:

PRIMARY CONTACT
Brandon Winkenwerder
Phone: (512) 753-2101
Email: bwinkenwerder@sanmarcostx.gov

Year 1 - Parking Enforcement - Unlimited

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73652	AWARE A/V SERVICE LINE: 5 YEAR		2	0.00	0.00	0.00
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT		80	0.00	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT		1	468.00	468.00	468.00
80052	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 1 PAYMENT		2	180.00	180.00	360.00
85110	EVIDENCE.COM INCLUDED STORAGE		30	0.00	0.00	0.00
Hardware						
73202	AXON BODY 3 - NA10		2	699.00	699.00	1,398.00
73253	5 Year Technology Assurance Plan Warranty AB3 Camera		2	0.00	0.00	0.00
74211	AXON BODY 3 - 1 BAY DOCK		2	200.00	0.00	0.00
73257	5 Year Technology Assurance Plan Warranty AB3 Dock 1 Bay		2	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		4	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		2	0.00	0.00	0.00
Other						
73403	Aware Annual Payment		2	108.00	108.00	216.00
73460	EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR		2	0.00	0.00	0.00

Year 1 - Parking Enforcement - Unlimited (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73461	Evidence.com Unlimited Plus License Annual Payment		2	1,068.00	508.50	1,017.00
71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK		2	0.00	0.00	0.00
					Subtotal	3,459.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	3,459.00

Year 2 - Parking Enforcement - Unlimited

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT		1	468.00	747.00	747.00
80053	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 2 PAYMENT		2	180.00	180.00	360.00
85110	EVIDENCE.COM INCLUDED STORAGE		30	0.00	0.00	0.00
Other						
73403	Aware Annual Payment		2	108.00	108.00	216.00
73461	Evidence.com Unlimited Plus License Annual Payment		2	1,068.00	1,068.00	2,136.00
					Subtotal	3,459.00
					Estimated Tax	0.00
					Total	3,459.00

Year 3 - Parking Enforcement - Unlimited

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT		1	468.00	747.00	747.00
80054	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 3 PAYMENT		2	180.00	180.00	360.00
85110	EVIDENCE.COM INCLUDED STORAGE		30	0.00	0.00	0.00
Other						
73403	Aware Annual Payment		2	108.00	108.00	216.00

Year 3 - Parking Enforcement - Unlimited (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73461	Evidence.com Unlimited Plus License Annual Payment		2	1,068.00	1,068.00	2,136.00
					Subtotal	3,459.00
					Estimated Tax	0.00
					Total	3,459.00

Year 4 - Parking Enforcement - Unlimited

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT		1	468.00	747.00	747.00
80055	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 4 PAYMENT		2	180.00	180.00	360.00
85110	EVIDENCE.COM INCLUDED STORAGE		30	0.00	0.00	0.00
Other						
73403	Aware Annual Payment		2	108.00	108.00	216.00
73461	Evidence.com Unlimited Plus License Annual Payment		2	1,068.00	1,068.00	2,136.00
					Subtotal	3,459.00
					Estimated Tax	0.00
					Total	3,459.00

Year 5 - Parking Enforcement - Unlimited

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT		1	468.00	747.00	747.00
80056	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 5 PAYMENT		2	180.00	180.00	360.00
85110	EVIDENCE.COM INCLUDED STORAGE		30	0.00	0.00	0.00
Other						
73403	Aware Annual Payment		2	108.00	108.00	216.00

Year 5 - Parking Enforcement - Unlimited (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73461	Evidence.com Unlimited Plus License Annual Payment		2	1,068.00	1,068.00	2,136.00
					Subtotal	3,459.00
					Estimated Tax	0.00
					Total	3,459.00
					Grand Total	**17,295.00**

Discounts (USD)

Quote Expiration: 09/18/2020

List Amount	17,698.00
Discounts	403.00
Total	**17,295.00**

Total excludes applicable taxes

Summary of Payments

Payment	Amount (USD)
Year 1 - Parking Enforcement - Unlimited	3,459.00
Year 2 - Parking Enforcement - Unlimited	3,459.00
Year 3 - Parking Enforcement - Unlimited	3,459.00
Year 4 - Parking Enforcement - Unlimited	3,459.00
Year 5 - Parking Enforcement - Unlimited	3,459.00
Grand Total	**17,295.00**

Notes

BuyBoard 568-18 used for pricing and purchasing justification.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Danny Thielen at dthielen@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #: Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		

Q-248685-43962.900DT

Issued: 05/11/2020

Quote Expiration: 09/18/2020

Account Number: 110479

Payment Terms: Net 30

Delivery Method: Fedex - Ground

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

SHIP TO
Brandon Winkenwerder
San Marcos Police Dept. - TX
2300 IH 35 S.
SAN MARCOS, TX 78666
US

BILL TO
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SALES REPRESENTATIVE
Danny Thielen
Phone: (480) 434-8810
Email: dthielen@axon.com
Fax:

PRIMARY CONTACT
Brandon Winkenwerder
Phone: (512) 753-2101
Email: bwinkenwerder@sanmarcostx.gov

Year 1 - Fire Marshall - OSP 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT		200	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE		5	0.00	0.00	0.00
73420	AXON RECORDS LICENSE: 5 YEAR		5	0.00	0.00	0.00
73652	AWARE A/V SERVICE LINE: 5 YEAR		5	0.00	0.00	0.00
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM		5	0.00	0.00	0.00
80052	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 1 PAYMENT		5	180.00	120.60	603.00
Hardware						
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R		5	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		5	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		10	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		10	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		6	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		6	0.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		5	0.00	0.00	0.00

Year 1 - Fire Marshall - OSP 7 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)		8	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		8	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		10	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		10	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		10	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		10	0.00	0.00	0.00
Other						
73450	2019 - OFFICER SAFETY PLAN 7		5	0.00	0.00	0.00
73460	EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR		5	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS: 5 YEAR		5	0.00	0.00	0.00
73452	2019 - OFFICER SAFETY PLAN 7 ANNUAL PAYMENT		5	1,788.00	1,788.00	8,940.00
					Subtotal	9,543.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	9,543.00

TAP Refresh - Contract #7814

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		2	699.00	0.00	0.00
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA		5	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		4	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		2	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		1	1,495.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	42.00	0.00	0.00
73304	5 YEAR OFFICER SAFETY PLAN 7 AB3 DOCK 8 BAY		1	0.00	0.00	0.00

TAP Refresh - Contract #7814 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA		2	0.00	0.00	0.00
Other						
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		1	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

TAP Refresh - Contract #18732

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA		3	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		3	699.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		6	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		3	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2 - Fire Marshall - OSP 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80053	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 2 PAYMENT		5	180.00	120.60	603.00
Hardware						
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		10	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		10	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		10	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		10	0.00	0.00	0.00

Year 2 - Fire Marshall - OSP 7 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73452	2019 - OFFICER SAFETY PLAN 7 ANNUAL PAYMENT		5	1,788.00	1,788.00	8,940.00
					Subtotal	9,543.00
					Estimated Tax	0.00
					Total	9,543.00

Year 3 - Fire Marshall - OSP 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80054	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 3 PAYMENT		5	180.00	120.60	603.00
Hardware						
73311	8-BAY DOCK AXON BODY CAMERA REFRESH ONE		1	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		10	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		10	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		10	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		10	0.00	0.00	0.00
Other						
73309	AXON BODY CAMERA REFRESH ONE		5	0.00	0.00	0.00
73452	2019 - OFFICER SAFETY PLAN 7 ANNUAL PAYMENT		5	1,788.00	1,788.00	8,940.00
					Subtotal	9,543.00
					Estimated Tax	0.00
					Total	9,543.00

Year 4 - Fire Marshall - OSP 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80055	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 4 PAYMENT		5	180.00	120.60	603.00
Hardware						
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		10	0.00	0.00	0.00

Year 4 - Fire Marshall - OSP 7 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		10	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		10	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		10	0.00	0.00	0.00
Other						
73452	2019 - OFFICER SAFETY PLAN 7 ANNUAL PAYMENT		5	1,788.00	1,788.00	8,940.00
					Subtotal	9,543.00
					Estimated Tax	0.00
					Total	9,543.00

Year 5 - Fire Marshall - OSP 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80056	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 5 PAYMENT		5	180.00	120.60	603.00
Hardware						
73312	8-BAY DOCK AXON BODY CAMERA REFRESH TWO		1	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		10	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		10	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		10	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		10	0.00	0.00	0.00
Other						
73310	AXON BODY CAMERA REFRESH TWO		5	0.00	0.00	0.00
73452	2019 - OFFICER SAFETY PLAN 7 ANNUAL PAYMENT		5	1,788.00	1,788.00	8,940.00
					Subtotal	9,543.00
					Estimated Tax	0.00
					Total	9,543.00

Grand Total	**47,715.00**

Discounts (USD)

Quote Expiration: 09/18/2020

List Amount	54,232.00
Discounts	6,517.00
Total	**47,715.00**

Total excludes applicable taxes

Summary of Payments

Payment	Amount (USD)
Year 1 - Fire Marshall - OSP 7	9,543.00
TAP Refresh - Contract #7814	0.00
TAP Refresh - Contract #18732	0.00
Year 2 - Fire Marshall - OSP 7	9,543.00
Year 3 - Fire Marshall - OSP 7	9,543.00
Year 4 - Fire Marshall - OSP 7	9,543.00
Year 5 - Fire Marshall - OSP 7	9,543.00
Grand Total	**47,715.00**

Notes

BuyBoard 568-18 used for pricing and purchasing justification.

100% discounted body-worn camera and docking station hardware contained in Year 1 reflects a TAP replacement for hardware purchased under existing contract #7814 & #18732. All TAP obligations from this contract will be considered fulfilled upon execution of this quote. This refreshed hardware will be covered under the Technology Assurance Plan (TAP) and will be eligible for 2 replacements. This will take place at the 30 and 60 month marks of this new contract.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at https://www.axon.com/legal/sales-terms-and-conditions and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

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Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Danny Thielen at dthielen@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

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Axon Internal Use Only		
		SFDC Contract #: Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		

San Marcos Police Dept. - TX

AXON SALES REPRESENTATIVE
Danny Thielen
(480) 434-8810
dthielen@axon.com

ISSUED
5/29/2020

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-248730-43980.757DT

Issued: 05/29/2020

Quote Expiration: 09/18/2020

Account Number: 110479

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO
Brandon Winkenwerder
San Marcos Police Dept. - TX
2300 IH 35 S.
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BILL TO
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Danny Thielen
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Email: dthielen@axon.com
Fax:

PRIMARY CONTACT
Brandon Winkenwerder
Phone: (512) 753-2101
Email: bwinkenwerder@sanmarcostx.gov

Year 1 - Code Enforcement - Unlimited

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73652	AWARE A/V SERVICE LINE: 5 YEAR		6	0.00	0.00	0.00
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT		240	0.00	0.00	0.00
80052	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 1 PAYMENT		6	180.00	180.00	1,080.00
Hardware						
73202	AXON BODY 3 - NA10		6	699.00	699.00	4,194.00
73253	5 Year Technology Assurance Plan Warranty AB3 Camera		6	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		1	1,495.00	1,495.00	1,495.00
73255	5 Year Technology Assurance Plan Warranty AB3 Dock 8 Bay		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	42.00	42.00	42.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		11	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		6	0.00	0.00	0.00
Other						
73403	Aware Annual Payment		6	108.00	108.00	648.00
73460	EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR		6	0.00	0.00	0.00
73461	Evidence.com Unlimited Plus License Annual Payment		6	1,068.00	259.97	1,559.82

Year 1 - Code Enforcement - Unlimited (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		1	0.00	0.00	0.00
					Subtotal	9,018.82
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	9,018.82

Year 2 - Code Enforcement - Unlimited

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80053	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 2 PAYMENT		6	180.00	180.00	1,080.00
Other						
73403	Aware Annual Payment		6	108.00	108.00	648.00
73461	Evidence.com Unlimited Plus License Annual Payment		6	1,068.00	1,215.16	7,290.96
					Subtotal	9,018.96
					Estimated Tax	0.00
					Total	9,018.96

Year 3 - Code Enforcement - Unlimited

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80054	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 3 PAYMENT		6	180.00	180.00	1,080.00
Other						
73403	Aware Annual Payment		6	108.00	108.00	648.00
73461	Evidence.com Unlimited Plus License Annual Payment		6	1,068.00	1,215.16	7,290.96
					Subtotal	9,018.96
					Estimated Tax	0.00
					Total	9,018.96

Year 4 - Code Enforcement - Unlimited

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80055	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 4 PAYMENT		6	180.00	180.00	1,080.00
Other						
73403	Aware Annual Payment		6	108.00	108.00	648.00
73461	Evidence.com Unlimited Plus License Annual Payment		6	1,068.00	1,215.16	7,290.96
					Subtotal	9,018.96
					Estimated Tax	0.00
					Total	9,018.96

Year 5 - Code Enforcement - Unlimited

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80056	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 5 PAYMENT		6	180.00	180.00	1,080.00
Other						
73403	Aware Annual Payment		6	108.00	108.00	648.00
73461	Evidence.com Unlimited Plus License Annual Payment		6	1,068.00	1,215.16	7,290.96
					Subtotal	9,018.96
					Estimated Tax	0.00
					Total	9,018.96

Grand Total	**45,094.66**

Discounts (USD)

Quote Expiration: 09/18/2020

List Amount	46,411.00
Discounts	1,316.34
Total	**45,094.66**

Total excludes applicable taxes

Summary of Payments

Payment	Amount (USD)
Year 1 - Code Enforcement - Unlimited	9,018.82
Year 2 - Code Enforcement - Unlimited	9,018.96
Year 3 - Code Enforcement - Unlimited	9,018.96
Year 4 - Code Enforcement - Unlimited	9,018.96
Year 5 - Code Enforcement - Unlimited	9,018.96
Grand Total	**45,094.66**

Notes

BuyBoard 568-18 used for pricing and purchasing justification.

Tax is subject to change at order processing with valid exemption.

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Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Danny Thielen at dthielen@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #: Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		

Q-248681-43962.858DT

Issued: 05/11/2020

Quote Expiration: 09/18/2020

Account Number: 110479

Payment Terms: Net 30

Delivery Method: Fedex - Ground

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

SHIP TO
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US

BILL TO
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2300 IH 35 S.
SAN MARCOS, TX 78666
US

SALES REPRESENTATIVE
Danny Thielen
Phone: (480) 434-8810
Email: dthielen@axon.com
Fax:

PRIMARY CONTACT
Brandon Winkenwerder
Phone: (512) 753-2101
Email: bwinkenwerder@sanmarcostx.gov

Year 1 - City Marshall - OSP 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT		1,000	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE		25	0.00	0.00	0.00
73420	AXON RECORDS LICENSE: 5 YEAR		25	0.00	0.00	0.00
73652	AWARE A/V SERVICE LINE: 5 YEAR		25	0.00	0.00	0.00
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM		25	0.00	0.00	0.00
80052	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 1 PAYMENT		25	180.00	108.00	2,700.00
Hardware						
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R		25	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		25	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		50	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		50	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		30	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		30	0.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		25	0.00	0.00	0.00

Year 1 - City Marshall - OSP 7 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)		8	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		8	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		50	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		50	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		50	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		50	0.00	0.00	0.00
Other						
73450	2019 - OFFICER SAFETY PLAN 7		25	0.00	0.00	0.00
73460	EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR		25	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS: 5 YEAR		25	0.00	0.00	0.00
73452	2019 - OFFICER SAFETY PLAN 7 ANNUAL PAYMENT		25	1,788.00	1,788.00	44,700.00
					Subtotal	47,400.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	47,400.00

TAP Refresh - Contract #7814

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		25	699.00	0.00	0.00
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA		25	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		30	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		25	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		4	1,495.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		4	42.00	0.00	0.00
73304	5 YEAR OFFICER SAFETY PLAN 7 AB3 DOCK 8 BAY		4	0.00	0.00	0.00

TAP Refresh - Contract #7814 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		4	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 1 - City Marshall - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80197	FLEET 2 UNLIMITED 60 PLAN LICENSE: 5 YEAR		8	0.00	0.00	0.00
80154	EVIDENCE.COM STORAGE, UNLIMITED, 5 YEAR UPFRONT, FLEET		8	0.00	0.00	0.00
Hardware						
71088	AXON FLEET 2 KIT		8	0.00	0.00	0.00
80181	EXTENDED WARRANTY, 4 YEAR, FLEET 2 KIT		8	0.00	0.00	0.00
11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD ESSENT (PRIME)		8	1,509.00	1,509.00	12,072.00
71200	FLEET ROUTER ANTENNA, COMPACT 5-IN-1, BLACK		8	270.00	270.00	2,160.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET		8	0.00	0.00	0.00
71100	CABLE ASSEMBLY, POWER HARNESS, FLEET 2		8	0.00	0.00	0.00
70112	AXON SIGNAL UNIT		6	279.00	279.00	1,674.00
Other						
80198	Fleet 2 Unlimited 60 Plan Annual Payment		8	1,188.00	1,188.00	9,504.00
					Subtotal	25,410.00
					Estimated Tax	0.00
					Total	25,410.00

Year 2 - City Marshall - OSP 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80053	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 2 PAYMENT		25	180.00	108.00	2,700.00

Year 2 - City Marshall - OSP 7 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		50	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		50	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		50	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		50	0.00	0.00	0.00
Other						
73452	2019 - OFFICER SAFETY PLAN 7 ANNUAL PAYMENT		25	1,788.00	1,788.00	44,700.00
					Subtotal	47,400.00
					Estimated Tax	0.00
					Total	47,400.00

Year 2 - City Marshall - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
80198	Fleet 2 Unlimited 60 Plan Annual Payment		8	1,188.00	1,188.00	9,504.00
					Subtotal	9,504.00
					Estimated Tax	0.00
					Total	9,504.00

Year 3 - City Marshall - OSP 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80054	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 3 PAYMENT		25	180.00	108.00	2,700.00
Hardware						
73311	8-BAY DOCK AXON BODY CAMERA REFRESH ONE		4	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		50	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		50	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		50	0.00	0.00	0.00

Year 3 - City Marshall - OSP 7 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		50	0.00	0.00	0.00
Other						
73309	AXON BODY CAMERA REFRESH ONE		25	0.00	0.00	0.00
73452	2019 - OFFICER SAFETY PLAN 7 ANNUAL PAYMENT		25	1,788.00	1,788.00	44,700.00
					Subtotal	47,400.00
					Estimated Tax	0.00
					Total	47,400.00

Year 3 - City Marshall - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
80198	Fleet 2 Unlimited 60 Plan Annual Payment		8	1,188.00	1,188.00	9,504.00
					Subtotal	9,504.00
					Estimated Tax	0.00
					Total	9,504.00

Year 4 - City Marshall - OSP 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80055	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 4 PAYMENT		25	180.00	108.00	2,700.00
Hardware						
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		50	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		50	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		50	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		50	0.00	0.00	0.00
Other						
73452	2019 - OFFICER SAFETY PLAN 7 ANNUAL PAYMENT		25	1,788.00	1,788.00	44,700.00
					Subtotal	47,400.00
					Estimated Tax	0.00
					Total	47,400.00

Year 4 - City Marshall - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
80198	Fleet 2 Unlimited 60 Plan Annual Payment		8	1,188.00	1,188.00	9,504.00
					Subtotal	9,504.00
					Estimated Tax	0.00
					Total	9,504.00

Year 5 - City Marshall - OSP 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80056	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 5 PAYMENT		25	180.00	108.00	2,700.00
Hardware						
73312	8-BAY DOCK AXON BODY CAMERA REFRESH TWO		4	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		50	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		50	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		50	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		50	0.00	0.00	0.00
Other						
73310	AXON BODY CAMERA REFRESH TWO		25	0.00	0.00	0.00
73452	2019 - OFFICER SAFETY PLAN 7 ANNUAL PAYMENT		25	1,788.00	1,788.00	44,700.00
					Subtotal	47,400.00
					Estimated Tax	0.00
					Total	47,400.00

Year 5 - City Marshall - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
80198	Fleet 2 Unlimited 60 Plan Annual Payment		8	1,188.00	1,188.00	9,504.00
					Subtotal	9,504.00
					Estimated Tax	0.00
					Total	9,504.00
					Grand Total	**300,426.00**

Discounts (USD)

Quote Expiration: 09/18/2020

List Amount	333,049.00
Discounts	32,623.00
Total	**300,426.00**

Total excludes applicable taxes

Summary of Payments

Payment	Amount (USD)
Year 1 - City Marshall - OSP 7	47,400.00
TAP Refresh - Contract #7814	0.00
Year 1 - City Marshall - Fleet	25,410.00
Year 2 - City Marshall - OSP 7	47,400.00
Year 2 - City Marshall - Fleet	9,504.00
Year 3 - City Marshall - OSP 7	47,400.00
Year 3 - City Marshall - Fleet	9,504.00
Year 4 - City Marshall - OSP 7	47,400.00
Year 4 - City Marshall - Fleet	9,504.00
Year 5 - City Marshall - OSP 7	47,400.00

Summary of Payments (Continued)

Payment	Amount (USD)
Year 5 - City Marshall - Fleet	9,504.00
Grand Total	**300,426.00**

Notes

TX BuyBoard 568-18 used for pricing and purchasing justification.

100% discounted body-worn camera and docking station hardware contained in Year 1 reflects a TAP replacement for hardware purchased under existing contract #7814. All TAP obligations from this contract will be considered fulfilled upon execution of this quote. This refreshed hardware will be covered under the Technology Assurance Plan (TAP) and will be eligible for 2 replacements. This will take place at the 30 and 60 month marks of this new contract.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at https://www.axon.com/legal/sales-terms-and-conditions and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Danny Thielen at dthielen@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #: Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		

Q-248736-43965.595DT

Issued: 05/14/2020

Quote Expiration: 09/18/2020

Account Number: 110479

Payment Terms: Net 30

Delivery Method: Fedex - Ground

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

SHIP TO
Brandon Winkenwerder
San Marcos Police Dept. - TX
2300 IH 35 S.
SAN MARCOS, TX 78666
US

BILL TO
San Marcos Police Dept. - TX
2300 IH 35 S.
SAN MARCOS, TX 78666
US

SALES REPRESENTATIVE
Danny Thielen
Phone: (480) 434-8810
Email: dthielen@axon.com
Fax:

PRIMARY CONTACT
Brandon Winkenwerder
Phone: (512) 753-2101
Email: bwinkenwerder@sanmarcostx.gov

Year 1 - Animal Control - Unlimited

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73652	AWARE A/V SERVICE LINE: 5 YEAR		4	0.00	0.00	0.00
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT		200	0.00	0.00	0.00
80052	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 1 PAYMENT		4	180.00	180.00	720.00
Hardware						
73202	AXON BODY 3 - NA10		4	699.00	699.00	2,796.00
73253	5 Year Technology Assurance Plan Warranty AB3 Camera		4	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		1	1,495.00	1,495.00	1,495.00
73255	5 Year Technology Assurance Plan Warranty AB3 Dock 8 Bay		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	42.00	42.00	42.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		8	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		4	0.00	0.00	0.00
Other						
73403	Aware Annual Payment		4	108.00	2.95	11.80
73460	EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR		4	0.00	0.00	0.00
73461	Evidence.com Unlimited Plus License Annual Payment		4	1,068.00	262.80	1,051.20

Year 1 - Animal Control - Unlimited (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		1	0.00	0.00	0.00
					Subtotal	6,116.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	6,116.00

Year 2 - Animal Control - Unlimited

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80053	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 2 PAYMENT		4	180.00	180.00	720.00
Other						
73403	Aware Annual Payment		4	108.00	79.80	319.20
73461	Evidence.com Unlimited Plus License Annual Payment		4	1,068.00	1,269.20	5,076.80
					Subtotal	6,116.00
					Estimated Tax	0.00
					Total	6,116.00

Year 3 - Animal Control - Unlimited

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80054	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 3 PAYMENT		4	180.00	180.00	720.00
Other						
73403	Aware Annual Payment		4	108.00	79.80	319.20
73461	Evidence.com Unlimited Plus License Annual Payment		4	1,068.00	1,269.20	5,076.80
					Subtotal	6,116.00
					Estimated Tax	0.00
					Total	6,116.00

Year 4 - Animal Control - Unlimited

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80055	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 4 PAYMENT		4	180.00	180.00	720.00
Other						
73403	Aware Annual Payment		4	108.00	79.80	319.20
73461	Evidence.com Unlimited Plus License Annual Payment		4	1,068.00	1,269.20	5,076.80
					Subtotal	6,116.00
					Estimated Tax	0.00
					Total	6,116.00

Year 5 - Animal Control - Unlimited

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80056	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 5 PAYMENT		4	180.00	180.00	720.00
Other						
73403	Aware Annual Payment		4	108.00	79.80	319.20
73461	Evidence.com Unlimited Plus License Annual Payment		4	1,068.00	1,269.20	5,076.80
					Subtotal	6,116.00
					Estimated Tax	0.00
					Total	6,116.00

Grand Total	**30,580.00**

Discounts (USD)

Quote Expiration: 09/18/2020

List Amount	31,453.00
Discounts	873.00
Total	**30,580.00**

Total excludes applicable taxes

Summary of Payments

Payment	Amount (USD)
Year 1 - Animal Control - Unlimited	6,116.00
Year 2 - Animal Control - Unlimited	6,116.00
Year 3 - Animal Control - Unlimited	6,116.00
Year 4 - Animal Control - Unlimited	6,116.00
Year 5 - Animal Control - Unlimited	6,116.00
Grand Total	**30,580.00**

Notes

TX BuyBoard 568-18 used for pricing and purchasing justification.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Danny Thielen at dthielen@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
Review 1	Review 2	SO #:
Comments:		

EXHIBIT A
AUTHORIZATION OF CHANGE IN SERVICE

CONTRACT NUMBER / CONTRACT NAME:	**220-252 Body Armor and Audio Video Equipment**	
CITY REPRESENTATIVE:	**Bob Klett, Interim Police Chief**	
CONTRACTOR:	**Axon Enterprise, Inc.**	
CONTRACT EFFECTIVE DATE:		
THIS AUTHORIZATION DATE:		**AUTHORIZATION NO.:**

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

Original Contract Amount:		$
Previous Increases/Decreases in Contact Amount:		$
This Increase/Decrease in Contract Amount:		$
Revised Contract Amount:		$

CONTRACTOR:

Signature _____ Date _____

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

CITY:

Signature _____ Date _____

Print Name / Title _____

Account Number(s):	Amount	Date
#	$	
#	$	

Exhibit B

City of San Marcos
Standard Terms and Conditions

By entering into an agreement with the City of San Marcos, Contractor agrees to be governed by the following terms and conditions.

1. **Definitions.**
   a. Addendum is a written instrument issued by the City of San Marcos which clarify, correct or change the bidding/proposal requirements or the contract or solicitation documents prior to the due date of the bids/proposal. "Addenda" is the plural form of Addendum.
   b. Agreement means any contract, agreement, purchase order, contract award, response to production or any other document which references these Terms and Conditions.
   c. Contractor means any individual, company, corporation or other legal entity who has entered into an Agreement with the City.
   d. City means the City of San Marcos, Texas.
   e. City Council means the duly elected members of the City Council of the City of San Marcos.
   f. Deliverables shall have the same definition, if applicable, as found in the Agreement. If not defined in the Agreement, Deliverables shall mean any goods, whether tangible, digital, or otherwise, contracted for and due to City under the Agreement.
   g. Services shall have the same definition, if applicable, as found in the Agreement. If not defined in the Agreement, Services shall mean any required performance by Contractor, contracted for and due to City under the Agreement.
   h. Goods shall have the same definition as Deliverables. The terms Goods and Deliverables may be used interchangeably.
   i. HUB means Historically Underutilized Business and has the meaning given by State law.
   j. Texas Resident Bidder means a bidder whose principal place of business is in this state, and includes a bidder whose ultimate parent company or majority owner has its principal place of business in this state.
   k. Scope of Work or Specifications is a description of or requirements of the services or goods being solicited.
   l. Supplemental Terms and Conditions means general supplemental conditions to these Standard Terms and Conditions and shall have the same force and effect.
   m. Vendor has the same meaning as Contractor. The terms Vendor and Contractor may be used interchangeably.

2. **Package Deliverables.** Contractor will package goods in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

3. **Shipment under Reservation Prohibited.** The Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

4. ~~**Title & Risk of Loss.** Title to and risk of loss of the goods shall pass to the City only when the City actually receives and accepts the goods.~~ lw

5. **Delivery Terms and Transportation Charges.** Goods shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the goods. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".

6. **Right of Inspection and Rejection.** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the goods at delivery before accepting them, and to reject defective or non-conforming goods. If the City has the right to inspect the Contractor's or the Contractor's Subcontractor's facilities, or the goods at the Contractor's or the Contractor's Subcontractor's premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

7. **No Replacement of Defective Tender.** Every tender or delivery of good must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and

the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

8. **Workforce.** The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Agreement.

9. **Payments.** City will pay Contractor for goods and services in accordance with Chapter 2251, *Texas Government Code*. City, a municipality in the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with Section 151.309, *Texas Tax Code,* and Title 34 *Texas Administrative Code* ("TAC") Section 3.322.

10. **Limit on Value.** Contractor acknowledges and agrees that the total aggregate value of the Agreement together with any related change orders, amendments, or addendums will not exceed forty-nine thousand nine hundred ninety-nine dollars and ninety-nine cents ($49,999.99) without the approval of the City Council of the City.

11. **Right to Audit.**

    a. Contractor agrees that the representatives of the Finance Department of the City or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
    b. The Contractor shall include Section a. above in all subcontractor agreements entered into in connection with the Agreement.

12. **Access to Premise and City Rules.** Contractor will conduct all its operations on the City's premises in conformity with all applicable federal and state laws, rules and regulations, and local ordinances and rules including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

13. **Travel Expenses.** No travel, lodging or per diem expenses in connection with the Agreement will be reimbursed unless both the City and the Contractor come to written agreement on the terms of such reimbursement.

14. **Warranty-Title.** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

15. **Modifications.** This Agreement may be modified by a written amendment signed by both parties to the Agreement.

16. **Warranty-Price.**

    a. ~~The Contractor warrants the prices quoted in the bid/proposal are no higher than the Contractor's current prices on orders by others for like goods under similar terms of purchase.~~ lw
    b. The Contractor certifies that the prices in the bid/proposal have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
    c. ~~In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like goods under similar terms of purchase.~~ lw

17. **Warranty-Deliverables.** The Contractor warrants and represents that all Deliverables sold the City under the Agreement shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Agreement, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Agreement, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

    a. Recycled Deliverables shall be clearly identified as such.
    b. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
    c. ~~Unless otherwise specified in the Agreement, the warranty period shall be at least one (1) year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables.~~ lw If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, ~~at the City's option and at no additional cost to the City~~. lw All costs incidental to such repair or

replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

d. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Agreement from the Contractor, and purchase conforming Deliverables from other sources. ~~In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.~~ lw

e. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

18. Warranty-Services. The Contractor warrants and represents that all services to be provided the City under the Agreement will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State and local laws, rules or regulations.

a. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

b. ~~Unless otherwise specified in the Agreement, the warranty period shall be at least one (1) year from the last date services have been paid for under the Agreement. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.~~ lw

c. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Agreement from the Contractor, and purchase conforming services from other sources. ~~In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.~~ lw

~~19. Ownership and Use of Deliverables.~~ ~~The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.~~ lw

~~a. Patents. As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.~~

~~b. Copyrights. As to any Deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables. Should by operation of law, such Deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.~~

~~c. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and~~ lw

nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Section 19 a., b., and c. shall continue after the termination of this Contract with respect to such Deliverables.

20. **Right to Use Specific City Marks.** Contractor understands and acknowledges that the City owns all rights to the name, logos, and symbols of City ("City Marks"). All rights to the City Marks will at all times remain the property of the City. Subject to these Terms and Conditions, the City **may** grant to Contractor a nonexclusive right to use those specific City Marks that are directly required to complete Contractor's obligations in the Agreement, and which are approved for use in accordance with this Section.

    All use of the City Marks will be in a manner that (i) complies with applicable laws, City Rules; (ii) is consistent with Contractor's use of other City Marks under similar situations; and (iii) will not tarnish the City Marks. Any use of City Marks by Contractor **MUST** be approved as follows: Requests for approval will be in writing, accompanied by the material requested to be approved, will be transmitted by e-mail, express mail, overnight carrier, or regular mail, and will be addressed as follows:

    Director, Communications
    City of San Marcos
    630 East Hopkins Street
    San Marcos, TX 78666
    512-393-8242
    communicationsinfo@sanmarcostx.gov

    City will notify Contractor via e-mail or facsimile of City's approval or disapproval of Contractor's request to utilize City Marks in accordance with this Section. Reasonable effort will be made to timely notify Contractor of approval or disapproval. Contractor should make every effort to submit all uses for approval as early as practicable.

21. **Insurance.** Contractor acknowledges that City, as a municipality in the State of Texas, maintains and operates programs of self-insurance. City will maintain during the term of this Agreement a self-insurance program and, upon written request, will provide to Contractor a written description of such self-insurance program.

22. **Contractor Insurance.** In the event Contractor, its employees, agents or subcontractors enter premises occupied by or under the control of City in the performance of the Agreement, Contractor agrees that it will maintain public liability and property damage insurance in reasonable limits covering the obligations set forth in the Agreement, and will maintain worker's compensation coverage (either by insurance or if qualified pursuant to law, through a self-insurance program) covering all employees performing the Agreement on premises occupied by or under the control of City. Contractor may receive copies of specific requirements for coverage by contacting the Risk Management Department of the City at 512-393-8060.

23. **Gratuities.** The City may terminate this contract if the City's Ethics Review Commission finds, after notice and hearing, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City to secure favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of the contract

24. **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this Section.

25. **Subcontracting (HUB).** When applicable, Contractor will use good faith efforts to subcontract work performed under the Agreement in accordance with the Historically Underutilized Business Subcontracting Plan ("HSP") as submitted by Contractor. Except as specifically provided in the HSP, Contractor will not subcontract any of its duties or obligations under the Agreement, in whole or in part.

26. **Limitations.** THE PARTIES ARE AWARE THAT THERE MAY BE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF CITY (A TEXAS MUNICIPALITY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF

THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON CITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF SAN MARCOS, TEXAS.

27. ~~**INDEMNITY.** THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.~~ lw

28. **Termination for Convenience**. The City through the City Manager or the City Manager's designee may terminate the Agreement at any time upon thirty (30) calendar days' notice in writing to Contractor. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the Agreement. As soon as practicable after the receipt of notice of termination, Contractor shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under the Agreement to date of termination. The City agrees to compensate the Contractor for that portion of the prescribed charges for which the services were actually performed or items delivered under the Agreement and not previously paid.

29. **Termination Due to Loss of Funding.** If City funds are utilized to fund any part of this Agreement, the Contractor understands that those City funds for the payment for work performed by the Contractor under this Agreement have been provided through the City's budget approved by City Council for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. The City cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The Contractor acknowledges and agrees that it will have no recourse against the City for its failure to appropriate funds for the purposes of this Agreement in any fiscal year other than the year in which this Agreement was executed. The fiscal year for the City extends from October 1st of each calendar year to September 30th of the following calendar year.

30. **Venue.** The venue for any ligation arising from this Agreement will be San Marcos, Hays County. Texas.

31. **Dispute Resolution**.

a. If a dispute arises out of or relates to the Agreement or these Terms and Conditions, or a breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

b. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

32. **Prohibition on Contracts with Companies Boycotting Israel.** Pursuant to Chapter 2270 and 808, *Texas Government Code*, Contractor certifies that is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Failure to meet or maintain the requirements under this provision will be considered a material breach.

33. **2252 Compliance.** Section 2252 of the *Texas Government Code* restricts the City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. Contractor hereby certifies that is not ineligible to receive the award of or payments under this Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

34. **MS4:** In accordance with San Marcos Ordinance No. 2016-12, all contractors and subcontractors will adhere to the established methods for controlling and minimizing the release of pollutants into the municipal separate storm sewer systems (MS4) of City of San Marcos in order to comply with local, state, and federal regulations. All contractors and subcontractors will comply with specific good housekeeping and stormwater pollution prevention measures established for the facility or site covered under this contract.

35. **Force Majeure.** Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, communication line failures, and power failures.

    Nothing in the foregoing shall be deemed to relieve Contractor or its Affiliates of its obligation to pay fees owed under this Agreement.

36. **Texas Public Information Act.** Contractor understands and acknowledges that the City is a governmental entity in Texas and is subject to requests for public information under the Texas Public Information Act. Any action taken by the City to meet its legal requirements under the Texas Public Information Act or related City Ordinance will not be considered a breach of this Agreement.

37. **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.

38. **Governing Law.** The Agreement will be governed by and construed under the laws of the State of Texas. Any controversy, claim or dispute arising out of or relating to this Agreement will be brought in a state court of competent jurisdiction in Hays County or, if in federal court, in the Federal Western District of Texas, Austin Division for trial.

39. ~~**Terms and Conditions Controlling.** In the event there is a conflict between the Agreement and these Terms and Conditions, these Terms and Conditions will control.~~ lw

40. **Notices.** All notices referenced in this Agreement shall be provided in writing. Notices shall be deemed effective when delivered by hand delivery or on the third business day after the notice is deposited in the U.S. Mail. Notices shall be sent to the following addresses:

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

41. **Order of Precedence.** In the event of inconsistency between provisions of this contract, the inconsistency will be resolved by giving precedence in the following descending order:
    a. Master Agreement between City of San Marcos and Axon
    ~~a.~~ b. Change Orders / Amendments
    ~~b.~~ c. Addenda
    ~~c.~~ d. Supplemental/Special conditions
    ~~d.~~ e. Bid/Quote/Proposal form
    ~~e.~~ f. Scope of Work / Specifications
    ~~f.~~ g. Standard Terms and Conditions
    ~~g.~~ h. Other provisions, whether incorporated by reference or otherwise, including any documents provided by the Contractor.

42. **<u>If Contractor is receiving State of Texas funds under the Agreement.</u>** Texas Family Code Child Support Certification. Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

43. **Non-Discrimination**. The Contractor understands and certifies that it is an Equal Opportunity Employer and does not and will not discriminate in employment and in subcontracts based on race, color, sexual orientation, gender identity, national origin, sex, age, disability or economic condition and prohibits retaliation, discharge, or discrimination against any employee or applicant for employment or against any subcontractor or supplier.

Legislation Text

File #: Res. 2020-183R, **Version:** 1

AGENDA CAPTION:
Consider approval of Resolution 2020-183R, authorizing an engineering services agreement with Halff Associates, Inc. for the 2D Cottonwood Flood Mitigation Analysis project in the estimated amount of $70,000.00; authorizing the City Manager or his designee to execute the agreement; and declaring an effective date.
Meeting date: September 1, 2020

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

Amount & Source of Funding
Funds Required: $70,000.00
Account Number: C33
Funds Available: $150,000
Account Name: Cottonwood Creek Detention Study

Fiscal Note:

Prior Council Action: NA

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 - Population Prepared for and resilient to Man-Made & Natural Disasters

☐ 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)]*
Flood Protection Master Plan

Background Information:
2D hydraulic modeling will be used to study the feasibility of constructing regional detention and additional conveyance within the Cottonwood Creek watershed upstream of IH35. This watershed has significant flooding along the IH35 southbound frontage road and main lanes with impacts also extending to the COSM Police Station. The flooding is due to undersized culverts beneath IH35 at the creek crossings. The study will include Atlas 14 (which is the latest) precipitation data. The study will quantify floodplain reduction and cost of improvements as well as any impacts downstream.

The recommended firm, Halff Associates, Inc., was selected from the on-call list of competent and qualified engineering firms approved by Council on June 20, 2017.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommends that approval of the engineering services contract 220-049 with Halff Associates, Inc. in the not to exceed amount of $70,000.00 for the 2D Cottonwood Flood Mitigation Analysis.

RESOLUTION NO. 2020-183R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING AN ENGINEERING SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC. RELATING TO THE 2D COTTONWOOD FLOOD MITIGATION ANALYSIS PROJECT IN THE ESTIMATED AMOUNT OF $70,000.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT 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 engineering services agreement with Halff Associates, Inc. relating to the 2D Cottonwood Flood Mitigation Analysis project in the estimated amount of $70,000.00 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 will be in full force and effect immediately from and after its passage.

ADOPTED on September 1, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

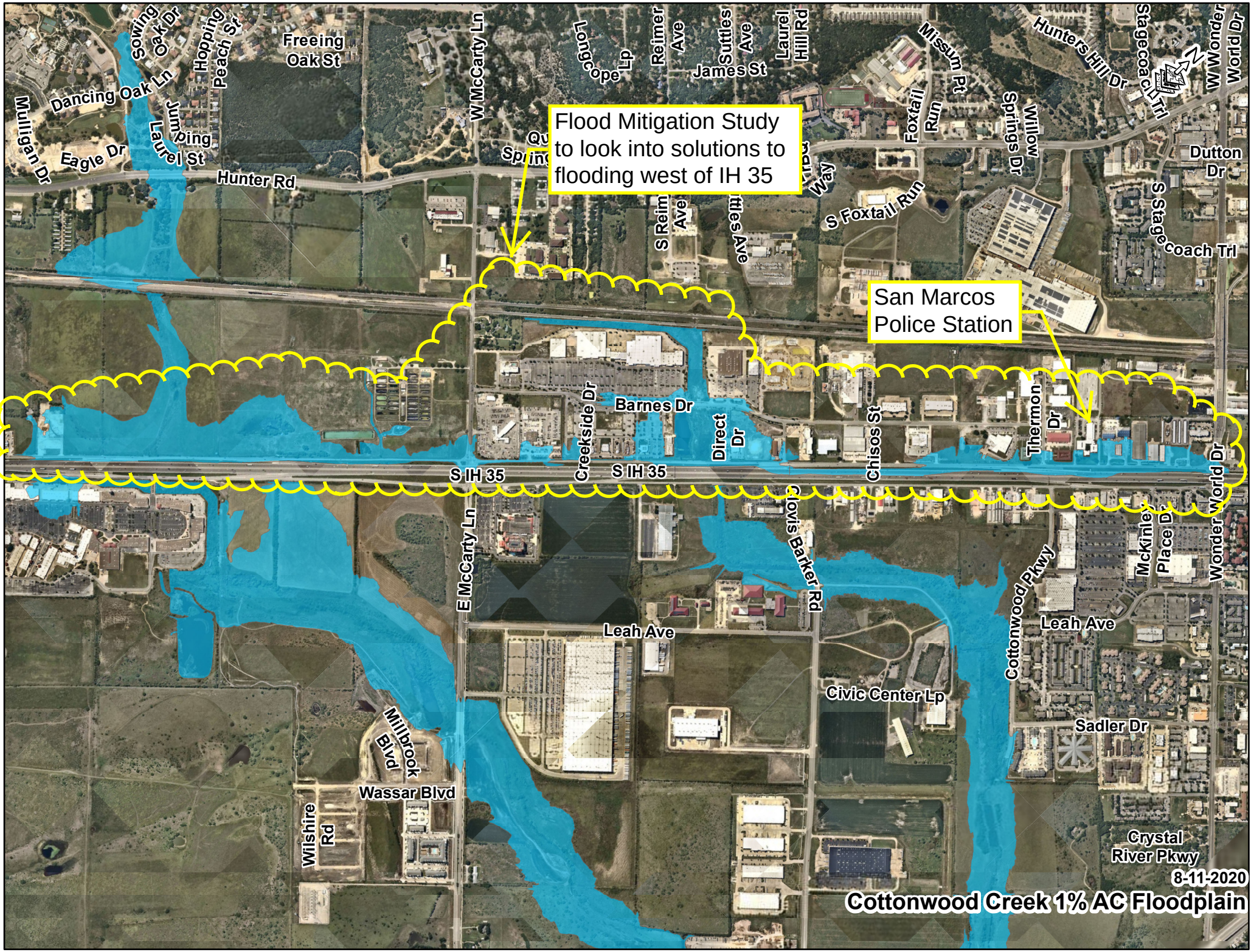

Flood Mitigation Study to look into solutions to flooding west of IH 35
San Marcos Police Station
Sowing Oak Dr
Hopping Peach St
Freeing Oak St
W McCarty Ln
Longcope Lp
Reimer Ave
Suttles Ave
James St
Laurel Hill Rd
Missum Pt
Hunters Hill Dr
Stagecoach Trl
W Wonder World Dr
Dancing Oak Ln
Mulligan Dr
Eagle Dr
Laurel St
Jumping
Hunter Rd
Foxtail Run
Springs Dr
Willow
Dutton Dr
S Foxtail Run
S Stagecoach Trl
S Reimer Ave
Suttles Ave
Barnes Dr
Creekside Dr
Direct Dr
Chisos St
Thermon Dr
S IH 35
S IH 35
E McCarty Ln
Clovis Barker Rd
Wonder World Dr
McKinley Place Dr
Cottonwood Pkwy
Leah Ave
Leah Ave
Civic Center Lp
Sadler Dr
Millbrook Blvd
Wassar Blvd
Wilshire Rd
Crystal River Pkwy
8-11-2020
Cottonwood Creek 1% AC Floodplain

EXHIBIT 1:
City of San Marcos Scope and Fee Proposal
for 2D Cottonwood Flood Mitigation Analysis
July 7, 2020

INTRODUCTION:
The City of San Marcos contracted Halff Associates, Inc. (Halff) to produce a 2-Dimensional (2D) XPSWMM model and regulatory HEC-RAS models of the Cottonwood Creek overflows along the IH-35 corridor. Efforts associated with the 2D model were summarized in the Cottonwood Overflow 2D Modeling memorandum dated December 22, 2016 with a supporting addendum memorandum dated March 10, 2017. Efforts associated with the 1D HEC-RAS models were summarized in the Cottonwood Creek LOMR memorandum dated January 26, 2018. Due to recent flooding validated with detailed hydrologic and hydraulic analysis in this area, the City wishes to evaluate flood mitigation options to reduce flooding along Interstate Highway 35 (IH-35) caused by streams within the Cottonwood Creek watershed. Mitigation alternatives may include detention, channel/ditch improvements, and IH-35 culvert improvements with the goal of reducing IH-35 overtopping.

The City has asked Halff to provide a proposal to evaluate flood mitigation options to reduce flooding along the IH-35 corridor in the Cottonwood Creek watershed. The following scope of work is provided to perform and document the mitigation analysis.

SCOPE OF WORK:

Task 1: Project Management
- Two (2) meetings with City of San Marcos staff to present results of the mitigation analysis and draft memorandum.
- General project management tasks including coordination, progress reporting and invoicing.

Task 2: Hydrologic Analysis
- Update the Cottonwood LOMR hydrology with the proposed Stormwater Technical Manual Atlas 14 rainfall with a frequency temporal distribution.

Task 3: 2D Model Development
- Develop a 1D/2D InfoWorks ICM model of the Cottonwood Creek watershed near IH-35.
    - The 1D portion of the model will be based on the Cottonwood Creek LOMR HEC-RAS models while the 2D overland mesh will be developed using the 2017 LiDAR.
    - The IH-35 storm drainage network identified in the XSPSWMM model will also be integrated into the updated 2D model.
    - Modeling standards shall be consistent with the Blanco/San Marcos and Willow Springs/Purgatory ICM models.

Task 4: Conceptual Flood Mitigation Analysis
- Evaluate five (5) conceptual flood mitigation alternatives to reduce flooding along IH-35 in the Cottonwood Creek watershed using the newly developed 1D/2D model.
    - Perform hydrologic analysis to evaluate impacts of potential regional and site detention including regional detention options evaluated in the 2015 Cottonwood mitigation

analysis. Detention shall also be evaluated for potential regional solutions for future development.
    - Perform hydraulic analysis to evaluate potential channel/ditch improvements and crossing improvement options along IH-35.
    - Identify the floodplain extent, water surface and property impacts resulting from the conceptual flood mitigation options.
- Advance two (2) conceptual flood mitigation alternatives to reduce flooding along IH-35 in the Cottonwood Creek watershed.
    - In coordination with City staff, review viable flood mitigation options to identify options for advanced analysis.
    - Refine the hydrologic, hydraulic and impact analysis resulting from the agreed upon conceptual flood mitigation projects.
    - Prepare engineers estimates of probable cost for two (2) agreed upon conceptual flood mitigation projects.

Task 5: Documentation and QAQC

- Final models will undergo a thorough quality control review.
- Prepare alternatives analysis documentation. This documentation will include a description of the analysis and simulation results in relation to the existing conditions.

FEE:

Task	Fee
Task 1: PM	$8,000
Task 2: Hydrologic Analysis	$9,000
Task 3: 2D Model Development	$31,000
Task 4: Conceptual Flood Mitigation	$12,000
Task 5: Documentation and QAQC	$10,000
TOTAL	**$70,000**

TIMELINE:
Project will be completed within 6 months from Notice to Proceed.

Legislation Text

File #: Res. 2020-184R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-184R, approving a change order to the construction contract with MA Smith Contracting Co., Inc. for the Blanco River Waterline Project to increase the contract price by $61,602.42 for repair work needed on a reclaimed waterline; authorizing the City Manager or his designee to execute the appropriate docents implementing the change order on behalf of the City; and declaring an effective date.

Meeting date: September 1, 2020

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

Amount & Source of Funding

Funds Required: $61,602.42
Account Number: C247
Funds Available: $277,303.39
Account Name: Water System Improvements

Fiscal Note:

Prior Council Action: Res. 2020-08R for contract award to MA Smith Contracting Co., Inc. for the Blanco River Waterline Improvements.

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 change order is to rectify all of the quantities now the work is finished. It also adds some repair work that was necessary on a reclaimed waterline that could not be accomplished by Public Services. Public Services requested assistance and the contractor for the Blanco River waterline project was able to mobilize immediately and make the repair. The repair was needed at short notice due to need to water a number of areas served by the reclaimed water system and avoid using potable water.

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 Order No. 1 for $61,602.42.

RESOLUTION NO. 2020-184R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH MA SMITH CONTRACTING CO. INC. (CONTRACT NO. 220-034) FOR THE BLANCO RIVER WATERLINE PROJECT TO INCREASE THE CONTRACT PRICE BY $61,602.42 FOR REPAIR WORK NEEDED ON A RECLAIMED WATERLINE; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE APPROPRIATE DOCUMENTS RELATING TO THE CHANGE ORDER 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 Order to the construction contract with MA Smith Contracting Co. Inc. for the Blanco River Waterline Project (Contract No. 220-034) to increase the contract price by $61,602.42 for repair work needed on a reclaimed waterline is approved.

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

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

ADOPTED on September 1, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

CITY OF SAN MARCOS
CONSTRUCTION CHANGE ORDER

PROJECT: Blanco River Waterline Improvements
CONTRACT NO.: 220-034

Date Prepared: 7/30/2020
Change Order #: 1

CONTRACTOR:
ADDRESS:
CITY/STATE/ZIP:

We are submitting this Change Order to the referenced contract. In consideration of the Change Order agreed to herein as complete equitable adjustments and full and final payment for the Contractor's additional work, the Contractor hereby releases the Owner from any and all liability under this contract for further equitable adjustments, including additional time for performance, attributable to such facts or circumstances giving rise to the proposal for adjustment.

This authorization provides for the following modifications or additions: Adjust overruns and underruns in quantities and include repair on reclaimed waterline.

I. Over runs and repair on reclaimed waterline

ITEM NUMBER	ITEM SPEC REF.	DESCRIPTION	PREVIOUS QUANTITY	REVISED QUANTITY	CHANGE IN QUANTITY	UNIT	UNIT PRICE	TOTAL
1	101S-A	PREPARING RIGHT OF WAY	1.90	2.00	0.10	AC	$20,000.00	$2,000.00
3	509S-1	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS, (ALL DEPTHS)	355	371	16	LF	$1.00	$16.00
200	N/A	REPAIR ON RECLAIMED WATERLINE	0	1	1	LS	$121,935.58	$121,935.58
ITEM #	ITEM #	ITEM DESCRIPTION			0			$0.00
ITEM #	ITEM #	ITEM DESCRIPTION			0			$0.00
TOTAL FOR BID CATEGORY							SUB TOTAL I:	$123,951.58

II. Under runs

ITEM NUMBER	ITEM SPEC REF.	DESCRIPTION	PREVIOUS QUANTITY	REVISED QUANTITY	CHANGE IN QUANTITY	UNIT	UNIT PRICE	TOTAL
6	510-LWSR-W 1" DIA	1" DIA LONG WATER SERVICE RELAY	1	0	-1	EA	$5,000.00	-$5,000.00
7	510-KW	DUCTILE IRON FITTINGS	0.7	0.5	-0.2	TON	$8,200.00	-$1,640.00
9	511S-B	FIRE HYDRANT ASSEMBLY	1	0	-1	EA	$5,500.00	-$5,500.00
13	610S-A	PROTECTIVE FENCING TYPE A CHAIN LINK FENCE	264	51	-213	LF	$7.00	-$1,491.00
14	641S	STABILIZED CONSTRUCTION ENTRANCE	3	2	-1	EA	$1,500.00	-$1,500.00
18	803S-MO	BARRICADES, SIGNS, AND TRAFFIC HANDLING	6	4	-2	MO	$1,000.00	-$2,000.00
19	SP510-LWRJ16	RESTRAIN EXISTING C905 PVC PIPE 16" DIA. (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	121	112	-9	LF	$75.00	-$675.00
100	SC	CONTINGENCY	62,000	17,457	-44,543	LS	$1.00	-$44,543.16
TOTAL FOR BID CATEGORY							SUB TOTAL II:	-$62,349.16

TOTAL CHANGE ORDER	TOTAL I+II:	$61,602.42
CHANGE IN DAYS REQUESTED FOR CHANGE ORDER		0

Date	Contract Document	Amount	Days	Running Sum	% Change $
	ORIGINAL CONTRACT AMOUNT:	$795,933.75	0	$795,933.75	0.0%
	CHANGE ORDER 1:	$61,602.42	0	$857,536.17	7.7%
	CHANGE ORDER 2:	$0.00	0	$857,536.17	7.7%
	CHANGE ORDER 3:	$0.00	0	$857,536.17	7.7%
	CHANGE ORDER XX:	$0.00	0	$857,536.17	7.7%
	REVISED CONTRACT AMOUNT/DAYS:	**$857,536.17**	**0**		

Your signature below will constitute your acceptance of this Change Order:

1. Prepared By Project Manager:
Kirk Abbott Digitally signed by Kirk Abbott Date: 2020.07.31 13:59:30 -05'00'
{Signature} Date

2. Contractor:
Travis Ragland Digitally signed by Travis Ragland Date: 2020.07.31 14:02:25 -05'00'
{Contractor Signature, Title} Date

3. Recommended by Design Consultant:
Greg Blackburn, PE Digitally signed by Greg Blackburn, PE Date: 2020.08.03 09:23:28 -05'00'
{Consultant Signature, Title} Date

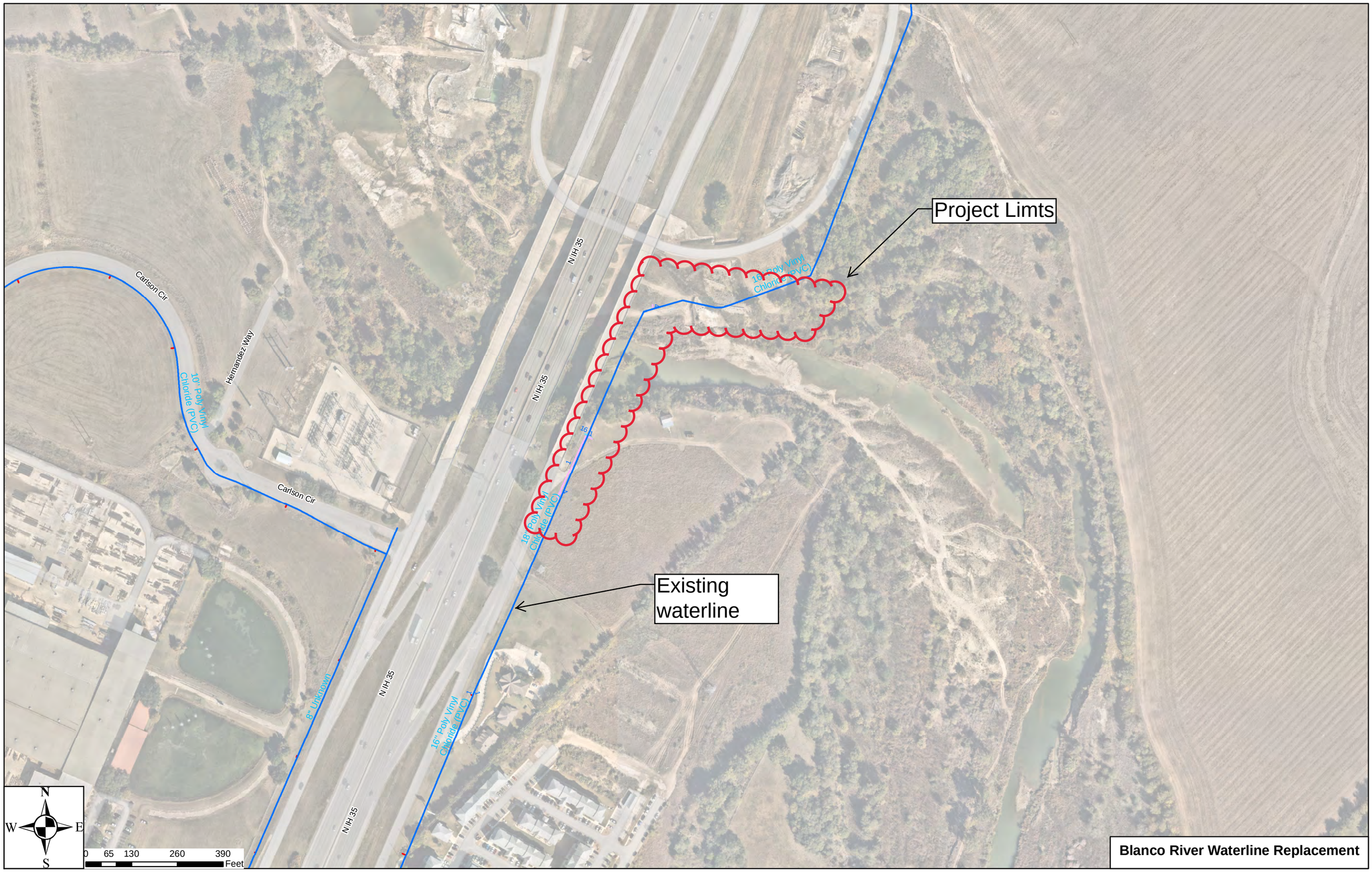
4. Recommended by Department Director:
Carrie May 8/4/20
{Director Signature} Date

5. Reviewed by Finance:
Contractor Administrator Date

Purchasing Manager Date

6. Approved By:
City Manager Date

Distribution List: Project Manager
Finance Department - Contract Administration
Contractor
Inspector


Project Limts
Existing waterline
N IH 35
N IH 35
N IH 35
Carlson Cir
Carlson Cir
Hernandez Way
10" Poly Vinyl Chloride (PVC)
16" Poly Vinyl Chloride (PVC)
18" Poly Vinyl Chloride (PVC)
16" Poly Vinyl Chloride (PVC)
8" Unknown
N
W
E
S
0 65 130 260 390
Feet
Blanco River Waterline Replacement

Legislation Text

File #: Res. 2020-185R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-185R, authorizing a Change in Service to the agreement with Recreation Engineering and Planning, Inc. relating to the Cross-Town Pathways Trails Project in the amount of $81,700.00 for additional professional services required by regulatory agencies; authorizing the City Manager or his designee to execute the necessary documents to implement the change in service on behalf of the City; and declaring an effective date

Meeting date: September 1, 2020

Department: Parks and Recreation - Drew Wells, Director (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding

Funds Required: $81,700
Account Number: 50036945 70400
Funds Available: Click or tap here to enter text.
Account Name: Click or tap here to enter text.

Fiscal Note:

Prior Council Action: Resolution 2015-113R contract 215-315 awarded for $197,525 on September 1, 2015.

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 September 1, 2015 the City awarded Recreation Engineering and Planning, Inc. contract #215-315 for professional engineering services for the Parks and Recreation Department for the Cross-Town Pathways Trails project (now identified as San Marcos River Shared Use Path). The contract was for the total amount of $197,525.

This Change of Service is to amend the contract to include additional professional services as required by UPRR, TXDOT and other regulatory agencies to include additional design, project coordination, construction inspection and administration in the amount of $81,700.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Approve change in service for $81,700 to Recreation Engineering and Planning, Inc.

RESOLUTION NO. 2020-185R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A CHANGE IN SERVICE TO THE ENGINEERING SERVICES AGREEMENT WITH RECREATION ENGINEERING AND PLANNING, INC. (CONTRACT NO. 215-315) RELATING TO THE CROSS-TOWN PATHWAYS TRAILS PROJECT IN THE ESTIMATED AMOUNT OF $81,700.00 FOR ADDITIONAL PROFESSIONAL SERVICES REQUIRED BY REGULATORY AGENCIES; 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 Recreation Engineering and Planning (Contract No. 215-315) relating to the Cross-Town Pathways Trails Project in the estimated amount of $81,700.00 for additional professional services required by regulatory agencies is approved.

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

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

ADOPTED on September 1, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

EXHIBIT B
AUTHORIZATION OF CHANGE IN SERVICE

CONTRACT NUMBER / CONTRACT NAME:	**215-315/San Marcos River Shared Use Path**	
CITY REPRESENTATIVE:	**Bert Stratemann**	
CONTRACTOR:	**Recreation Engineering & Planning**	
CONTRACT EFFECTIVE DATE:	**September 1, 2015**	
THIS AUTHORIZATION DATE:	**September 1, 2020**	**AUTHORIZATION NO.: 3**

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

The Agreement is amended to include additional professional services as required by UPRR, TxDOT and other regulatory agencies to include additional design, project coordination and construction inspection and administration as detailed in the Proposal attached hereto (Attachment 1).

Original Contract Amount:	197,525.00	
Previous Increases/Decreases in Contact Amount:	96,120.00	ACIS #1 $13,500.00, ACIS #2 $82,620.00
This Increase/Decrease in Contract Amount:	81,700.00	
Revised Contract Amount:	375,345.00	

CONTRACTOR:

Mary Lacy
Signature

July 30, 2020
Date

Gary M. Lacy 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
#50036945-70400	$81,700.00	07/29/2020
#		
#		

Attachment 1 to ACIS #3

Recreation
Engineering & Planning
www.boaterparks.com

Proposal for Engineering Services
Change Order

By Recreation Engineering & Planning (REP)
July 3, 2020

The following proposal is for professional services for design, analysis, coordination and construction oversight for elements of the San Marcos River SUP in San Marcos, TX, contract origination September 1st, 2015. This scope and fee estimate is being submitted to Bert Stratemann with the City of San Marcos.

Work Item	Task	Fee
1	**Project Management and Coordination** Work includes communication and coordination with TxDOT project manager and SB Contractors PM, and City representatives on schedule, scope, and budget, and preparation of invoices.	$3,200.00
2	**Final Design Plans, Specifications, & Quantities** Includes up to one revision and update of final design plans specifications and quantities for the railroad underpass. Coordination with ballast protection canopy designer, structural foundation designer, UPRR authorities, and TxDOT representatives. Estimated hours are based on the original trail underpass alignment and current UPRR mandated design being maintained, with no additional changes or additional requests for information or analysis required by the railroad, TxDOT, and / or other regulatory agencies. Additional hours may be required if unforeseen changes are required, and REP can provide an estimate to complete the additional work at that time. This task includes structural engineering of railroad underpass elements by a subconsultant.	$24,100.00
3	**Construction Engineering Services** Field inspection/observation, review of materials, aid in quantity/pay request approval, answering contractor questions (RFI's), etc. Includes up to four trips to site during construction with two REP engineers to inspect work quality and conformance with design intent and specifications.	$46,400.00
	Subtotal	$73,700.00
	Expenses	$8,000.00
	Total Estimated Cost (U.S. Dollars)	**$81,700.00**

Recreation Engineering and Planning
485 Arapahoe Ave
Boulder | CO | 80302
(303) 545-5883

Professional Services Cost Estimate | San Marcos River SUP Project | Recreation Engineering and Planning
July 2020

	Name	Gary Lacy, PE	Riley Gelatt, PE	Spencer Lacy			
	Role	Project Engineer	Project Engineer	Graduate Engineer	Structural Subcontractor		
	Billing Rate	$ 160.00	$ 160.00	$ 160.00			
						Total Hrs	Total Fee
San Marcos River SUP							
Task 1	Project Management and Communication						
	Meetings / Coordination / Contract Admin	0	0	20		20	$ 3,200
	TOTAL Task 1	0	0	20		20	$ 3,200
	Reimbursable Expenses					Expenses:	$ -
Task 2	Final Design Plans, Specifications, & Quantities						
	Site Visit	0	0	0		0	$ -
	Final Design Plans, Specifications, & Quantities	5	50	50		105	$ 16,800
	TOTAL Task 3	5	50	50	$ 7,300.00	105	$ 24,100
	Reimbursable Expenses					Expenses:	$ -
Task 3	Construction Engineering Services						
	Construction Engineering Services	10	30	30		70	$ 11,200
	Site Visits	0	110	110		220	$ 35,200
	TOTAL Task 4	10	140	140		290	$ 46,400
	Reimbursable Expenses					Expenses:	$ 8,000
	Total	15	190	210		415	$ 73,700
						Total Expenses:	$ 8,000
						TOTAL PROJECT COSTS:	$ 81,700

Legislation Text

File #: Res. 2020-186R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-186R, approving a one-year State Use Contract with Easter Seals-Central Texas as certified through the State purchasing cooperative WorkQuest for vegetation control, debris removal and landscape maintenance in the estimated amount of $1,149,388.24; authorizing the City Manager or his designee to executed the agreement on behalf of the City; and declaring an effective date.

Meeting date: September 1, 2020

Department: Parks and Recreation - Drew Wells, Director (By Lynda Williams, Purchasing Manager)

Amount & Source of Funding

Funds Required: $1,149,388.24
Account Number: 20006301-52253, 10003164-54267, 10003180-52253, 10003171-52253, 240006350-52305
Funds Available: FY 2021
Account Name: Drainage Special Services Contracted Services-Mowing/Trash, Community Enhancement CEF Mowing & Trash Pickup, Facilities Contracted Services-Mowing/Trash, Parks & Recreation Contracted Services Mowing/Trash, Resource Recovery Contracted Services-Mowing/Trash

Fiscal Note:

Prior Council Action: September 17, 2019: Council awarded a contract for FY20 to Easter Seals-Central Texas as certified by WorkQuest for $1,140,507.33; Resolution 2019-181R.

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 to approve contract 220-249 between the City of San Marcos and Easter Seals - Central Texas certified through WorkQuest, a State purchasing cooperative (Human Resources Code, Chapter 122). This contract will provide for vegetation control including, but not limited to, clearing and mowing of the creeks/channels, water quality ponds, rights-of-way, alleyways, and downtown areas, neighborhood parks and river parks; landscape maintenance for various City facilities; chipping of wooded material at the City's compost site; and litter pick-up and mowing along IH 35 and downtown sweeping. The differences between last years' contract and this contract are minimal and are reflected in the attached redline version.

This agreement is anticipated to be effective October 1, 2020 through September 30, 2021. The total amount of the contract is $1,149,388.24.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Approval of contract 220-249 with Easter Seals - Central Texas certified through WorkQuest for Vegetation and Litter Control in the amount of $1,149,388.24.

RESOLUTION NO. 2020-186R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A ONE-YEAR STATE USE CONTRACT WITH EASTER SEALS-CENTRAL TEXAS AS CERTIFIED THROUGH THE STATE PURCHASING COOPERATIVE WORKQUEST FOR VEGETATION CONTROL, DEBRIS REMOVAL AND LANDSCAPE MAINTENANCE IN THE ESTIMATED AMOUNT OF $1,149,388.24; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO 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 procurement of services described in the attached agreement with Easter Seals-Central Texas is approved as an exception to competitive bidding requirements pursuant to the provisions of Chapter 122, Human Resources Code.

PART 2. The attached agreement (the "Agreement") between the City and Easter Seals-Central Texas as certified by State purchasing cooperative WorkQuest for vegetation control, debris removal and landscape maintenance in the estimated amount of $1,149,388.24 is approved.

PART 3. The City Manager or his designee is authorized to execute the Agreement on behalf of the City.

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

ADOPTED on September 1, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

STATE USE CONTRACT BETWEEN
CITY OF SAN MARCOS AND EASTER SEALS CENTRAL TEXAS
THROUGH WORKQUEST
220-249

This Contract for vegetation and litter control is entered into by and between the City of San Marcos, "City" and the Contractor, Easter Seals – Central Texas "Contractor", based upon negotiated price and specifications and certified by WorkQuest, as a contract under the provisions of Chapter 122 of the Human Resources Code.

AGREEMENT

In consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

ARTICLE 1. CONTRACTING PARTIES

City:	City of San Marcos, Texas, "City"
Contractor:	Easter Seals – Central Texas, "Contractor"
Certifying Party:	WorkQuest

ARTICLE 2. CONTRACT PERIOD

The contract period for this Agreement begins on October 1, ~~2019~~2020, and will end on September 30, ~~2020~~2021.

ARTICLE 3. SERVICES TO BE PERFORMED

The Contractor will perform the following services:

Services To Be Performed	Annual Cycles
a) Downtown Alleys – mow, trim, and litter pickup	12
b) San Marcos Consolidated School District Right of Way ("ROW") – mow, trim, and litter pickup	12
c) City Wide Alleys/ROW (exclusive of the downtown alleys) – mow, trim, and litter pickup	6
d) City Lots – mow, trim, and litter pickup	12
e) Craddock Avenue Medians – mow, trim, and litter pickup	12
~~f) City Property Behind Sam's Club/Davis Lane – mow~~	~~4~~
g) City Wide Drainage/Easements – mow, trim, and litter pickup	5
~~h) City Wide Flower Beds (billed by the man hour as requested)~~	
i) Downtown Sweeping (billed by the man hour as requested)	
j) Downtown Trash Receptacles – empty all trash and recycle cans (4 days per week)	52
k) ~~Litter pickup at Rio Vista Dam and Capes Dam~~ Summer Litter Pickup in River Parks (billed by the man hour as requested)	
l) San Marcos Roadway Area litter pickup (per acre)	24
m) McCarty Lane – mow, trim, litter pickup, and flower bed	12
n) Wonder World Drive – mow, trim, and litter pickup	4
o) Interstate Highway 35 (inside city limits) – mow, trim, and litter pickup	10

p) Neighborhood Parks – mow, trim, and litter pickup	18
q) Blanco Shoals Natural Area – tractor mowing	6
r) San Marcos River Parks (10~~9~~) mow, trim, litter (includes Dolly St. 6 times annually)	20
~~s) Dolly Street – mow, trim, litter~~	~~6~~
t) RM 12 Water Quality Ponds (5) and Hwy 80 Monument - mow, trim, and litter pickup	4
u) Mowing and Flower Bed maintenance by request (billed by man hour)	
u) CARTS Bus Transit Shelters (12) - litter and empty trash/recycle cans (4 sites on Monday & all 12 on Friday)	52

The Contractor will observe all safety requirements established by the Texas Department of Transportation during the pick-up process. In addition, the Contractor will haul all trash to the City's facility on River Road and will provide all necessary equipment to accomplish its services. In those areas that require the use of a mower, the height of the blades will be set at a maximum of two (2) to three (3) inches. For those areas requiring the use of weed-eaters, the Contractor will strive to maintain a uniform height of approximately four (4) inches. In addition, the Contractor will chip all wooded material at the City's compost site and make use of the existing roll-off container provided by the City. These services are to be performed in locations identified by the City. The Contractor will perform all services in accordance with the descriptions contained in this Agreement and as further detailed in Attachment A. The schedule for work identified in this Agreement is tentative. Should the City wish to modify this schedule, the Contractor will adjust the schedule to meet the City's needs.

ARTICLE 4. CONTRACT AMOUNT

The total amount to be paid by the City to the Contractor for services under this contract will be the annual sum of ~~$1,140,507.33~~$1,149,388.24, in accordance with **Attachment A.** Should the Contractor be required to haul materials to a disposal location other than the City's compost site, the City will be billed at a rate of ~~$16.50~~$18.00 per cubic yard.

ARTICLE 5. PAYMENT FOR SERVICES

The City will pay WorkQuest, as assignee and servicing agent of the Contractor's interest in the payment under this contract (as directed) for goods and services received. Upon receipt of a proper invoice or voucher submitted by WorkQuest, such payment will be made within thirty (30) calendar days from receipt of same.

Payment by the City to WorkQuest as assignee to the Contractor will be based upon bills presented monthly, with billing based upon the actual performance of the specified work by location.

ARTICLE 6. TERMINATION

This Agreement may be terminated under any one of the following conditions:

a) By mutual agreement and consent of both parties.
b) By the City giving written notice to the Contractor and the Certifying Party as a consequence of failure by the Contractor to satisfactorily perform the services and obligations set forth in this Agreement, with proper allowances being made for circumstances beyond the control of the Contractor.
c) By either party upon thirty (30) calendar days written notice to the other.

ARTICLE 7. REMEDIES

Violation or breach of contract terms by the Contractor will be grounds for termination of this Agreement, and any increased costs arising from the Contractor's default, breach of contract, or violation of terms will be paid by the Contractor. This Agreement will not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and will be cumulative.

ARTICLE 8. SUBLETTING

The Contractor will not sublet or transfer any portion of its responsibilities and obligations under this Agreement unless specifically authorized to do so in writing by the City.

ARTICLE 9. SUCCESSORS AND ASSIGNS

The Contractor will not assign or otherwise transfer its rights or obligations under this Agreement except with the prior written consent of the City.

ARTICLE 10. LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions thereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 11. GOVERNING LAWS AND VENUE

This Agreement will be construed under and in accordance with the laws of the State of Texas. Any legal actions regarding the parties' obligations and any matters whatsoever arising from this Agreement will be filed and maintained in Hays County, Texas.

ARTICLE 12. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting to this subject matter.

ARTICLE 13. FUNDING OUT

As applicable to this Agreement, the Contractor understands that funds for the payment for work performed by the Contractor under this Agreement have been provided through the City's budget approved by the City Council for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. The City cannot guarantee the availability of funds and enters into this Agreement only to the extent such funds are made available. The Contractor acknowledges and agrees that it will have no recourse against the City for its failure to appropriate funds for the purposes for this Agreement in any fiscal year other than the year in which this Agreement was executed. The fiscal year for the City extends from October 1st of each calendar year to September 30th of the following calendar year.

ARTICLE 14. INSURANCE AND INDEMNITY

The Contractor will hold harmless, indemnify, and defend the City and its employees, agents, officers, and servants from any and all lawsuits, claims, demands, and causes of action of any kind arising from the negligent or intentional acts, errors, or omissions of the Contractor, its officers, employees, or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the City in favor or any party, including the amounts of any damages or awards resulting from claims, demands, and causes of action for personal injuries, death, or damages to property.

The Contractor will procure and maintain, at its expense, insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by the Contractor or its agents, subcontractors, or employees. Before commencing the work, the Contractor will furnish to the City a certificate or certificates in a form satisfactory to the City showing that the Contractor has complied with this paragraph. All certificates will provide that the policy will not be changed or cancelled until at least thirty (30) calendar days written notice will have been given to the City. Commercial general liability insurance and motor vehicle insurance will be written with the City of San Marcos, Texas, as an additional insured and will be endorsed to provide a waiver of the carrier's right of subrogation against the City. The kinds and amounts of insurance required are as follows:

Workers' Compensation Insurance: In accordance with the provisions of the Workers' Compensation Act of the State of Texas.

Liability Insurance: (1) Commercial general liability insurance with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate; and (2) motor vehicle liability insurance in an amount not less than $1,000,000 for injuries to any one person, $1,000,000 on account of any one accident, and in an amount of not less than $1,000,000 for property damage.

The stated limits of insurance required by this Paragraph are **minimum only** and it will be the Contractor's responsibility to determine what limits are adequate. These limits may be met by basic policy limits or any combination of basic limits and umbrella limits. The City's acceptance of certificates of insurance that do not comply with these requirements in any respect does not release the Contractor from compliance with these requirements.

ARTICLE 15. NOTICE TO PARTIES

Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party as follows: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in this Article 15 and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in this Article 15. Any party may change its address by providing notice of such change in accordance with the requirements of this Article 15.

The City's address is as follows:

Drew Well, Director
Parks and Recreation
City of San Marcos
630 East Hopkins Street
San Marcos, Texas 78666

Office of the Purchasing Manager
Finance Department
630 East Hopkins Street, Building 4
San Marcos, Texas 78666

The Contractor's address is as follows:

Richard Fogelson, Senior Director of Paid Job Training
Easter Seals Central Texas
8505 Cross Park
Austin, Texas 78754

The Certifying Party's address is as follows:

Abby Monk, Regional Marketing Manager
WorkQuest
1011 East 53 ½ Street
Austin, Texas 78751

ARTICLE 16. MISCELLANEOUS

Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

This Agreement represents the entire Agreement of the parties, and an amendment to it is not effective for any purpose unless in writing and signed by all parties.

This contract is binding on and inures to the benefit of the parties' successors in interest.

IN WITNESS WHEREOF, the parties have signed duplicate originals of this Agreement as follows:

THE UNDERSIGNED PARTIES do hereby certify that (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected parties of Local and State Government, and (2) the services, goods on contract are not supplied by Section 21 of Article XVI of the Constitution of the State of Texas to be supplied under contract given to the lowest responsible bidder.

The undersigned signatory for the Contractor hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this contract, and that such officer has full and complete authority to enter into this contract on behalf of the Contractor, and the Contractor has legal authority to perform the activities provided for herein.

CONTRACTOR:
EASTER SEALS CENTRAL TEXAS

By: _____
Authorized Signature

Gretchen Nelson, Chief Operating Officer
Printed Name, Title

City further certifies that it has authority to contract for the above services by authority granted by Chapter 122, Human Resources Code.

CITY OF SAN MARCOS, TEXAS

By: _____
Authorized Signature

Bert Lumbreras, City Manager
Printed Name, Title

The undersigned signatory for the Certifying Party hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this contract, and that such officer has full and complete authority to enter into this contract on behalf of the Certifying Party, and the Certifying Party has legal authority to perform the activities provided for herein.

CERTIFYING PARTY:
WORKQUEST

By: _____
Authorized Signature

Abby Monk, Regional Marketing Manager
Printed Name, Title

Legislation Text

File #: Res. 2020-187R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-187R, approving the First Amendment to Purchase and Sale Agreement with Pursuant Ventures Development, LLC relating to the development of a new multi-use Sportsplex Facility in the vicinity of Centrepoint Road and IH-35 South to revise the description of the master site, provide for completion of certain public improvements with escrowed funds in the event the seller fails to timely complete such public improvements, extending the date for submission of the site preparation permit for the project and acknowledging that the Sportsplex Land will be dedicated as parkland after the Sportsplex Facility is leased and operational: authorizing the City Manager, or his designee, to execute first amendment; and declaring an effective date.

Meeting date: September 1, 2020

Department: Parks & Recreation

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 11.06.19 City Council approved the Purchase and Sale Agreement with Pursuant Ventures, LLC

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)]*

Parks, Recreation, & Open Space Master Plan

Background Information:

The City of San Marcos entered into a partnership with San Marcos Baseball Investments, LLC (SMBI) and Pursuant Ventures Development, LLC (PVD) for the purpose of designing, constructing and operating a state-of-the art indoor/outdoor sports and entertainment complex intended to host national tournaments and showcase events that will attract visitors from across the United States. The complex will be located on Centerpoint Road between IH 35 and Hunter Road.

The facility will consist of 8 championship ballfields which will also be used by the local youth baseball associations free of charge, per the agreement.

This project will be funded through Certificates of Obligation Bonds. The Certificates of Obligation will be secured by pledged ad valorem taxes and limited utility revenues. Due to the Certificates of Obligation being secured by ad valorem taxes the facility must be used for a public purpose. Staff and Bond Counsel have been working with the Attorney General's Office since January to ensure they do not have any concerns. Their primary concern has been to ensure public purpose use. To provide the assurance they need it is necessary to bring the sports complex property into the City's park system upon purchase from the seller.

PVD is working with the City in the design of the facility and as the facility is constructed the City will make progress payments to the construction cost of the facility. Once the project is complete, the City will take over ownership of the sports complex and the land will be dedicated as parkland. The estimated purchase price is $19,372,217 but a 3% contingency has been added to bring the max price to $19,875,383.51. Any construction amounts above this amount will be the sole responsibility of PVD which is another benefit to the City.

This is the second of two related items. The first item is the commitment to dedicate the sport complex property as parkland upon purchasing the property from the seller.

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.

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RESOLUTION NO. 2020-187R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT WITH PURSUANT VENTURES DEVELOPMENT, LLC RELATING TO THE DEVELOPMENT OF A NEW MULTI-USE SPORTSPLEX FACILITY IN THE VICINITY OF CENTERPOINT ROAD AND IH-35 SOUTH TO REVISE THE DESCRIPTION OF THE MASTER SITE, PROVIDE FOR COMPLETION OF CERTAIN PUBLIC IMPROVEMENTS WITH ESCROWED FUNDS IN THE EVENT THE SELLER FAILS TO TIMELY COMPLETE SUCH PUBLIC IMPROVEMENTS, EXTENDING THE DATE FOR SUBMISSION OF THE SITE PREPARATION PERMIT FOR THE PROJECT AND ACKNOWLEDGING THAT THE SPORTSPLEX LAND WILL BE DEDICATED AS PARKLAND AFTER THE SPORTSPLEX FACILITY IS LEASED AND OPERATIONAL; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE FIRST AMENDMENT; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. The attached First Amendment to Purchase and Sale Agreement with Pursuant Ventures Development, LLC, is approved.

PART 2. The City Manager, or his designee, is authorized to execute said First Amendment to Purchase and Sale Agreement on behalf of the City in accordance with the terms of the Purchase and Sale Agreement.

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

ADOPTED on September 1, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT

This First Amendment to Purchase and Sale Agreement (this "Amendment") is made and entered into effective as of the 1st day of September, 2020, by and between **PURSUANT VENTURES DEVELOPMENT, LLC,** a Texas limited liability company ("Seller"), and **THE CITY OF SAN MARCOS**, a home-rule municipality ("City").

W I T N E S S E T H :

WHEREAS, Seller and the City heretofore entered into that certain Purchase and Sale Agreement (the "Contract") dated effective as of December 2, 2019, pursuant to the terms of which Seller agreed to sell and the City agreed to buy the Sportsplex Property, as more particularly described therein; and

WHEREAS, Seller and the City now desire to amend the Contract as more particularly described below.

NOW, THEREFORE, for and in consideration of the promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and the City hereby agree as follows:

A G R E E M E N T S:

1. Master Site. The definition of "Master Site" in Section 2 of the Contract is hereby deleted in its entirety and replaced with the following:

> " "**Master Site**" means that certain real property containing approximately 70.894 acres of land, such land being a portion of a 109.22 acre tract of land out of the Edward Burleson Survey, No. 18, Abstract No. 63, Hays County, Texas; which Master Site includes the land described in **Exhibit A** hereto, including a portion of Cottonwood Creek, along with any land occupied by the streets to be constructed as part of the Public Improvements (including Transportation Way and Commercial Loop) and the existing detention pond, as such land is further described and shown on **Exhibit A** attached hereto, and which land Seller is currently under contract to purchase in accordance with the Underlying Contract."

2. Escrowed Funds. The following is hereby added to Section 11 of the Contract as a new subsection h.:

> "h. *Disbursement of Escrowed Funds*. Pursuant to the terms of the Underlying Contract, in the event Seller fails to timely commence, pursue, or complete construction of such Public Improvements in accordance with the terms of the Underlying Contract, then the City and Seller hereby acknowledge and agree that (i) following such failure, Outlet West

Investors, Ltd., a Texas limited partnership ("**OWI**") has the right (but not the obligation), pursuant to the Underlying Contract, to elect to construct those certain Public Improvements as more particularly described in that certain Construction Funding (Escrow) Agreement dated August 6, 2014 (the "**2014 Construction Funding Agreement**"); (ii) if OWI elects to construct such Public Improvements following such failure, OWI shall send written notice of such election to Seller, with a copy to the City; and (iii) following delivery of such notice from OWI of its election to become the constructing party, OWI shall have the right to obtain disbursement of the Escrowed Funds (or any balance thereof) from the City to pay for the applicable portion of the costs of the Public Improvements in accordance with the terms of the 2014 Construction Funding Agreement. Upon request of OWI or the Seller, the City and Seller hereby agree to execute a mutually acceptable tri-party agreement by and among OWI, Seller, and the City acknowledging the Escrowed Funds and any other fiscal held by the City for the construction of those certain Public Improvements to be constructed from the centerline of Cottonwood Creek to (and along) Centerpoint Road shall be disbursed to Seller (or OWI, if OWI is the constructing party) for the costs related to such Public Improvements."

3. SPP. Section 12.c. of the Contract is hereby deleted in its entirety and replaced with the following:

> "c. *SPP.* Seller shall submit its SPP application for the Project to the City within fourteen (14) months following the Effective Date of this Contract, subject to Excusable Delays."

4. Lease; Parkland Dedication. In accordance with Section 13 of the Contract, the City requested guidance from the Attorney General of the State of Texas regarding the financing structure for the Sportsplex as set forth in this Contract and the Lease. The Attorney General has provided its final comments, all of which have been addressed by the City. As such, Section 13 of the Contract is hereby deleted in its entirety and replaced with the following:

> "**Lease**. At Closing, the City, as landlord, and SMBI, as tenant, shall execute and enter into the Lease, in the form approved by the Parties as of the Effective Date of this Contract (such approved form being attached to the Lease as **Exhibit E**), wherein SMBI shall lease the Sportsplex Property and shall have the right to operate, manage, and maintain the Sportsplex, all as further set forth in the Lease. Seller, in its sole discretion, shall have the right to market, and to permit SMBI to market, the Sportsplex during the term of this Contract. Seller and the City hereby agree and acknowledge (a) in accordance with that certain Resolution No _____ dated _____, 2020, as approved by the City Council for the City of San Marcos, the City shall dedicate the Sportsplex Land as parkland following the Closing of this transaction and the full execution of the Lease; and (b) subject to the foregoing parkland dedication, the

financing structure outlined and detailed in this Contract and in the Lease, in the form attached as **Exhibit E** to the Contract, is acceptable and no revisions to the Lease are required."

5. Exhibit A. Exhibit A to the Contract is hereby deleted in its entirety and replaced with **Exhibit A** attached hereto.

6. Recitals; Defined Terms. The recitals set forth above are incorporated herein as if fully set forth herein. Capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Contract.

7. Conflict. In the event of any conflict between the provisions of this Amendment and the Contract, the provisions of this Amendment shall control.

8. Counterparts. This Amendment may be executed in two or more counterparts, each of which will be deemed an original, which together will constitute one and the same agreement. This Amendment may be executed by facsimile or electronic email signature.

9. Ratification. Except as amended hereby, the Contract remains in full force and effect and is ratified and affirmed by each of Seller and Buyer.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment to be effective as of the date set forth above.

CITY:

THE CITY OF SAN MARCOS, TEXAS,
a home-rule municipality

By: _____
Name: _____
Title: _____

SELLER:

PURSUANT VENTURES DEVELOPMENT, LLC, a Texas limited liability company

By: _____
Tyler M. Sibley, Manager

EXHIBIT A

Description of the Master Site; Depiction of the Master Site

METES AND BOUNDS DESCRIPTION:

BEING A 70.894 ACRE [3,088,160 SQUARE FEET] TRACT OUT OF THE EDWARD BURLESON SURVEY NUMBER 18, ABSTRACT NUMBER 63, HAYS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 109.22 ACRE TRACT, DESCRIBED TO OUTLET WEST INVESTORS, LTD, RECORDED IN VOLUME 1486, PAGE 887 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], AND BEING ALL OF A CALLED 4.18 ACRES, DESCRIBED AS A DRAINAGE EASEMENT TRACT, PER LOWMAN RANCH SUBDIVISION, SECTION 2, RECORDED IN VOLUME 13, PAGE 384 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS [P.R.H.C.T.] ; SAID 70.894 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH "BYRN" CAP, FOUND FOR THE WEST CORNER OF SAID REMAINDER TRACT, SAME BEING THE NORTH CORNER OF A CALLED 92.95 ACRE TRACT, RECORDED IN VOLUME 276, PAGE 313 [O.P.R.H.C.T.], AND ALSO BEING IN THE SOUTHEAST LINE OF THE UNION PACIFIC RAILROAD COMPANY TRACT, A CALLED 200 FOOT WIDE STRIP OF LAND AS DESCRIBED IN VOLUME 41, PAGE 23 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS [D.R.H.C.T.];

THENCE N46°39'17"E, WITH THE NORTHWEST LINE OF SAID REMAINDER TRACT, SAME BEING THE SOUTHEAST LINE OF SAID RAILROAD TRACT, PASSING AT A DISTANCE OF 1,902.74 FEET, A 1/2-INCH IRON ROD WITH "BYRN" CAP, FOUND FOR THE WEST CORNER OF A CALLED 17.85 ACRE TRACT, AND A CALLED 5.88 ACRE DRAINAGE EASEMENT TRACT, RECORDED IN VOLUME 4389, PAGE 592, AND CONTINUING FOR A TOTAL DISTANCE OF 1,983.01 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP, SET FOR THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2-INCH IRON ROD WITH "BYRN" CAP, FOUND FOR THE NORTH CORNER OF SAID 5.88 ACRE DRAINAGE EASEMENT TRACT, BEARS N46°39'17"E, A DISTANCE OF 79.95 FEET;

THENCE OVER AND ACROSS SAID REMAINDER TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) S46°27'01"E, ALONG THE CENTERLINE OF SAID 5.88 ACRE DRAINAGE EASEMENT TRACT, PASSING AT A DISTANCE OF 576.43 FEET, A CHISELED "+" IN CONCRETE ON TOP OF A BRIDGE CULVERT, SET FOR REFERENCE, AND CONTINUING FOR A TOTAL DISTANCE OF 577.67 FEET TO A CALCULATED POINT,

2) N43°34'23"E, FOR A DISTANCE OF 79.83 FEET TO A 1/2-INCH IRON ROD WITH "5687" CAP, FOUND FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING ON THE NORTHEAST LINE OF SAID 5.88 ACRE DRAINAGE EASEMENT TRACT,

3) S46°27'01"E, WITH A NORTHEAST LINE OF SAID 5.88 ACRE DRAINAGE EASEMENT TRACT, A DISTANCE OF 66.86 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP, SET,

4) S52°15'58"E, CONTINUING WITH THE NORTHEAST LINE OF SAID 5.88 ACRE DRAINAGE EASEMENT TRACT, A DISTANCE OF 302.69 FEET TO A FOUND 1/2-INCH IRON ROD (BENT),

5) N44°07'24"E, A DISTANCE OF 218.45 FEET TO A 1/2-INCH IRON ROD WITH "BYRN" CAP, FOUND IN THE SOUTHWEST LINE OF LOT 2 OF LOWMAN RANCH SUBDIVISION, SECTION 2, RECORDED IN VOLUME 18, PAGE 17 [P.R.H.C.T.], FROM WHICH A 1/2-INCH IRON ROD, FOUND FOR THE WEST CORNER OF SAID LOT 2, BEARS N46°06'09"W, A DISTANCE OF 294.28 FEET;

THENCE WITH THE LINES COMMON TO SAID LOT 2 AND SAID REMAINDER TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) S46°06'09"E, A DISTANCE OF 79.85 FEET TO A 1/2-INCH IRON ROD WITH "BYRN" CAP, FOUND FOR THE SOUTH CORNER OF SAID LOT 2,

2) N44°10'40"E, A DISTANCE OF 163.49 FEET TO A 1/2-INCH IRON ROD WITH "BYRN" CAP, FOUND FOR AN ANGLE POINT, AND

3) N72°59'43"E, A DISTANCE OF 138.60 FEET TO A MAG NAIL WITH "DOUCET" SHINER, SET FOR THE EAST CORNER OF SAID LOT 2, SAME BEING IN THE SOUTHWEST RIGHT-OF-WAY LINE OF CENTERPOINT ROAD, A VARIABLE WIDTH RIGHT-OF-WAY, PER VOLUME 2917, PAGE 616, [O.P.R.H.C.T.] AND VOLUME 18, PAGE 17 [P.R.H.C.T.] ;

THENCE WITH THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID CENTERPOINT ROAD, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) S45°57'33"E, FOR A DISTANCE OF 46.94 FEET TO A MAG NAIL WITH "DOUCET" SHINER, SET AT THE BEGINNING OF A CURVE TO THE RIGHT, AND

2) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 44.07 FEET, A RADIUS OF 4,930.00 FEET, A DELTA ANGLE OF 00°30'44", AND A CHORD WHICH BEARS S45°31'09"E, FOR A DISTANCE OF 44.07 FEET, TO A 1/2-INCH IRON ROD WITH "BYRN" CAP, FOUND FOR THE EAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE SOUTHEAST LINES OF SAID 5.88 ACRE DRAINAGE EASEMENT TRACT AND OVER AN ACROSS SAID REMAINDER TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) S72°56'49"W, A DISTANCE OF 161.57 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP, SET

2) S44°07'46"W, A DISTANCE OF 388.71 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP, SET AT THE BEGINNING OF A CURVE TO THE RIGHT, AND

3) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 129.28 FEET, A RADIUS OF 130.00 FEET, A DELTA ANGLE OF 56°58'48", AND A CHORD WHICH BEARS S72°37'05"W, FOR A DISTANCE OF 124.02 FEET TO A POINT ON THE SOUTH LINE OF SAID 5.88 ACRE DRAINAGE EASEMENT TRACT, SAME BEING ON THE NORTHEAST LINE OF SAID 4.18 ACRE TRACT, FROM WHICH A 1/2-INCH IRON ROD WITH "DOUCET", SET FOR REFERENCE, BEARS S78°02'57"E, A DISTANCE OF 1.17 FEET;

THENCE S50°37'34"E, WITH THE NORTHEAST LINE OF SAID 4.18 ACRE TRACT AND A SOUTHEAST LINE OF SAID REMAINDER TRACT, A DISTANCE OF 96.86 FEET TO A 1/2-INCH IRON ROD WITH "BRYN" CAP, FOUND AT THE NORTHERLY NORTHEAST CORNER OF SAID 4.18 ACRE TRACT, SAME BEING ON THE NORTH LINE OF LOT 1, A CALLED 5.81 ACRE TRACT, OF SAID LOWMAN RANCH SUBDIVISION, SECTION 2;

THENCE WITH THE LINES COMMON TO SAID LOT 1 AND SAID 4.18 ACRE DRAINAGE EASEMENT TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) S42°55'45"W, A DISTANCE OF 131.15 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP, SET

2) S44°35'32"E, A DISTANCE OF 263.15 FEET TO A 1/2-INCH IRON ROD WITH "BYRN" CAP, FOUND FOR THE SOUTH CORNER OF SAID LOT 1, SAME BEING THE EAST CORNER OF SAID 4.18 ACRE TRACT, ALSO BEING IN THE NORTHWEST RIGHT-OF-WAY LINE OF GREGSONS BEND, A 60 FOOT WIDE RIGHT-OF-WAY, AS DESCRIBED IN PLATS RECORDED IN VOLUME 7, PAGE 150, VOLUME 7, PAGE 215, VOLUME 7, PAGE 275, VOLUME 9, PAGE 62, AND VOLUME 14, PAGE 158, [P.R.H.C.T.], AND SAME BEING A POINT IN A CURVE TO THE LEFT;

THENCE WITH THE SOUTHEAST LINE OF SAID 4.18 ACRE EASEMENT TRACT AND THE NORTHWEST RIGHT-OF-WAY LINE OF SAID GREGSONS BEND, THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1) WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 118.31 FEET, A RADIUS OF 360.00 FEET, A DELTA ANGLE OF 18°49'48", AND A CHORD WHICH BEARS S52°54'58"W, FOR A DISTANCE OF 117.78 FEET, TO A FOUND 1/2-INCH IRON ROD, FROM WHICH A 1/2-INCH IRON ROD, FOUND AT A POINT OF TANGENCY IN THE SOUTHEAST RIGHT-OF-WAY LINE OF GREGSONS BEND, SAME BEING IN THE NORTH LINE OF LOT 1D, A CALLED 4.00 ACRE TRACT, DESCRIBED IN PLAT OR MAP THEREOF RECORDED IN VOLUME 12, PAGE 306 [P.R.H.C.T.], BEARS S46°40'54"E, A DISTANCE OF 59.92 FEET,

2) S43°35'02"W, A DISTANCE OF 199.87 FEET TO A 1/2-INCH IRON ROD WITH "BYRN" CAP, FOUND AT THE START OF A CURVE TO THE LEFT,

3) WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 111.13 FEET, A RADIUS OF 360.00 FEET, A DELTA ANGLE OF 17°41'15", AND A CHORD WHICH BEARS S34°43'23"W, FOR A DISTANCE OF 110.69 FEET, TO A FOUND 1/2-INCH IRON ROD WITH "BYRN" CAP,

4) S25°57'04"W, A DISTANCE OF 277.95 FEET TO A 1/2-INCH IRON ROD (BENT), FOUND AT THE START OF A CURVE TO THE RIGHT,

5) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 293.35 FEET, A RADIUS OF 503.00 FEET, A DELTA ANGLE OF 33°24'56", AND A CHORD WHICH BEARS S42°36'21"W, FOR A DISTANCE OF 289.21 FEET, TO A FOUND 1/2-INCH IRON ROD WITH "BYRN" CAP, FROM WHICH A 1/2-INCH IRON ROD, FOUND AT A POINT OF TANGENCY IN THE SOUTHEAST RIGHT-OF-WAY LINE OF GREGSONS BEND, SAME BEING IN THE NORTHWEST LINE OF LOT 4, A CALLED 4.06 ACRE TRACT, DESCRIBED IN PLAT OR MAP THEREOF RECORDED IN VOLUME 14, PAGE 158 [P.R.H.C.T.], BEARS S30°48'18"E, A DISTANCE OF 60.09 FEET,

6) S59°25'00"W, A DISTANCE OF 40.54 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP, SET AT THE START OF A CURVE TO THE RIGHT, AND

7) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 40.46 FEET, A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 92°44'15", AND A CHORD WHICH BEARS N73°50'48"W, FOR A DISTANCE OF 36.19 FEET, TO A 1/2-INCH IRON ROD WITH "BYRN" CAP, FOUND IN THE NORTHEAST RIGHT-OF-WAY LINE OF COMMERCIAL LOOP, A 60 FOOT WIDE RIGHT-OF-WAY PER VOLUME 9, PAGE 62 [P.R.H.C.T.];

THENCE WITH THE LINES COMMON TO SAID REMAINDER TRACT, AND THE RIGHT-OF-WAY OF SAID COMMERCIAL LOOP, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) S61°56'40"W, A DISTANCE OF 70.19 FEET TO A 1/2-INCH IRON ROD WITH "BYRN" CAP, FOUND AT THE START OF A CURVE TO THE LEFT, AND

2) WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 122.99 FEET, A RADIUS OF 1,245.00 FEET, A DELTA ANGLE OF 05°39'36", AND A CHORD WHICH BEARS S30°44'00"E, FOR A DISTANCE OF 122.94 FEET, TO A 1/2-INCH IRON ROD WITH "BYRN" CAP, FOUND FOR THE EASTERLY NORTH CORNER OF LOT 3 OF PLAT RECORDED IN SAID VOLUME 9, PAGE 62 [P.R.H.C.T.], AND ALSO BEING AT THE START OF A CURVE TO THE LEFT;

THENCE WITH THE LINES COMMON TO SAID LOT 3, TO SAID REMAINDER TRACT, AND THE NORTHWEST LINE OF LOT 5 OF PLAT RECORDED IN VOLUME 17, PAGE 134 [P.R.H.C.T.], THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 44.68 FEET, A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 102°23'45", AND A CHORD WHICH

BEARS N85°09'56"W, FOR A DISTANCE OF 38.97 FEET, TO CHISELED "+" IN CONCRETE, FOUND FOR AN ANGLE POINT,

2) S43°33'40"W, PASSING AT A DISTANCE OF 21.40 FEET, A 1/2-INCH IRON ROD, FOUND FOR REFERENCE, AND PASSING AT A DISTANCE OF 335.34 FEET, A 1/2-INCH IRON ROD WITH "BYRN" CAP, FOUND FOR THE COMMON NORTH CORNER OF SAID LOT 3 AND SAID LOT 5, AND CONTINUING FOR A TOTAL DISTANCE OF 678.88 FEET TO A 1/2-INCH IRON ROD WITH "BYRN" CAP, FOUND FOR THE NORTHWEST CORNER OF SAID LOT 5, SAME BEING IN THE NORTHEAST LINE OF SAID 92.95 ACRE TRACT, AND ALSO BEING THE SOUTH CORNER OF SAID REMAINDER TRACT AND THE TRACT DESCRIBED HEREIN;

THENCE WITH THE LINES COMMON TO SAID REMAINDER TRACT AND SAID 92.95 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) N45°50'11"W, A DISTANCE OF 850.32 FEET TO A 1/2-INCH IRON ROD WITH "DOUCET" CAP, SET, AND

2) N45°50'47"W, A DISTANCE OF 772.32 FEET BACK TO THE POINT OF BEGINNING OF THERE HEREIN DESCRIBED TRACT, AND CONTAINING 70.894 ACRES [3,088,160 SQUARE FEET].

Depiction of Master Site

Note: This is intended to be a general depiction only of the Master Site and components thereof described in the Contract; the final location, configuration, and size of the proposed tracts will be updated at such time as the final approvals (e.g., plat, plan approvals, permits, etc.) are obtained. The uses shown hereon are subject to change.

194484-SMA

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Contract") is dated to be effective as of the Effective Date (as defined below) by and between **PURSUANT VENTURES DEVELOPMENT, LLC**, a Texas limited liability company ("Seller"), and **THE CITY OF SAN MARCOS**, a home-rule municipality (the "City").

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the agreements set forth in this Contract, the parties hereto agree as follows:

1. **Purpose**. The Seller and the City have identified the Master Site (as defined below) as the location for constructing an outdoor sports and recreation facility (defined as the "Sportsplex" below) and an associated indoor D-BAT training facility (defined as the "D-BAT Facility" below; collectively with the Sportsplex, defined as the "Project"). It is anticipated that the Project, with professional management, will draw a significant number of events and visitors that will generate a substantial economic impact for the City through Hotel Occupancy Tax revenue, sales tax revenue and the compound effect of dollars spent by visitors in the City all while fulfilling the City's need for a high-quality sports and recreation venue. The purpose of this Contract is to set forth the manner in which the Sportsplex Property (as defined below) will be conveyed to the City and the City will lease the Sportsplex Property to SMBI (as defined below), all as further set forth herein to achieve the mutual interests of the parties in meeting the sports and recreational needs of the City and resultant Hotel Occupancy Tax revenues from organized events enabled by the Project. The Lease of the Sportsplex (as further set forth herein) will ensure use by the City for City Sponsored Uses (as defined below) based on an agreed upon schedule as set forth in the Lease.

2. **Definitions**. All capitalized terms used in this Contract shall have the meanings ascribed to them in this **Section 2**, or as otherwise provided herein.

"**As-Built Survey**" shall have the meaning set forth in **Section 6.b**. below.

"**Architect**" means the architect and/or engineer responsible for the design of the Sportsplex and/or Public Improvements.

"**Approvals**" means all governmental approvals, permits, and consents required for the development of the Project and Public Improvements, including, without limit, annexation and zoning changes, recordation of the Plat (as defined below), Watershed Protection Plan, Public Improvement Construction Plans, the SPP (as defined below) and building permits, and as may be set forth in **Section 12** below.

"**CCRs**" means those certain Covenants, Conditions and Restrictions to be entered into by Seller and the seller under the Underlying Contract (as defined below) covering the Master Site and the remainder of the 109 acre tract of which the Master

Site is a part (referred to as the Outlet West commercial/business park), which CCRs shall be in accordance with the Underlying Contract and shall address, among other things: (a) ownership and maintenance of the detention pond and drainage facilities, and the allocation of costs (based on land area, excluding public streets areas) amongst the properties using the existing detention pond, (b) use restrictions, (c) cross access and utility easements and right-of-way for the Public Improvements, and (d) design and maintenance obligations.

"**Change Order**" shall have the meaning set forth in **Section 10.e.** below.

"**City**" means the City of San Marcos, a home-rule municipality.

"**City Council**" means the city council of the City.

"**City's Initial Share of Public Improvements Cost**" means the sum of (a) the Escrowed Funds (as defined below), plus (b) one-half (1/2) of the Public Improvements Cost (as defined below) in excess of the Escrowed Funds.

"**City Sponsored Uses**" means sports leagues, recreational and entertainment activities sponsored by the City and the City's parks and recreation programs (including the San Marcos Youth Baseball/Softball Association).

"**Closing**" means the closing of the transaction contemplated herein, as set forth in **Section 8** below.

"**Closing Date**" means the date that Closing actually occurs.

"**Completion Date**" means the date on which the Sportsplex and Public Improvements are Substantially Complete (as defined below).

"**Construction Commencement Date**" means the date Seller commences construction of the Sportsplex as evidenced by receipt of a building permit and commencement of work related to the Sportsplex.

"**Construction Contract**" means all of the contracts entered into by Seller in connection with the development of the Sportsplex.

"**Construction Default**" shall have the meaning set forth in **Section 15.b.** below.

"**Contract**" means this Purchase and Sale Agreement by and between Seller and the City.

"**D-BAT Facility**" means the proposed indoor sports training facility, that is officially franchised by D-BAT and legally authorized to use the "D-BAT" moniker, consisting of approximately 30,000 square feet of indoor space, anticipated to feature up to 12 retractable training "cages", indoor practice spaces, weight training facility, cross-

functional speed and agility drill area, a yoga/personal wellness room, a computer resource center and individual study rooms for after-school programs and tutoring sessions for the youth of the community.

"**D-BAT Land**" means that certain real property containing approximately 1.5 acres of land situated in San Marcos, Hays County, Texas, such land being approximately depicted on **Exhibit A** attached hereto, with the final size and configuration of such D-BAT Land to be shown on the Plat. The D-BAT Land is a portion of the Master Site.

"**Effective Date**" means the date this Contract is fully executed by the Parties and deposited with the Title Company (as defined below), as evidenced by the Title Company's written receipt thereof.

"**Escrow Agent**" means the Title Company (defined below), subject, however, to the City's and Seller's mutual review and approval of the terms of the Escrow Agreement (herein so called), the form of which is attached hereto as **Exhibit F** under which the Escrow Deposit may or will be disbursed to or for the benefit of Seller, or Seller's lender, or refunded to the City.

"**Escrow Deposit**" means the net bond proceeds after paying related costs of issuance, reserve fund deposits, capitalized interest, if any, and other expenses associated with the sale and issuance of bonds to be issued by the City, which net bond proceeds shall be no less than the sum of the Purchase Price (as defined below) in effect as of the date of such deposit of the Escrow Deposit plus the City's share of the Public Improvements Cost less the Escrowed Funds.

"**Escrowed Funds**" means the base sum of $427,077.69, which amount the City is currently holding in escrow under Account No. 100.000.22221 for the construction of certain Public Improvements pursuant to that certain Construction Funding (Escrow) Agreement dated August 6, 2014, plus accrued interest, if any. The City acknowledges and agrees that the "Developer" under the above referenced Construction Funding (Escrow) Agreement did not complete the improvements described therein and the Escrowed Funds are available for disbursement for the Public Improvements contemplated to be developed pursuant to the Construction Funding (Escrow) Agreement and such Escrowed Funds shall be used entirely to pay for the Public Improvements Cost as set forth herein.

"**Excusable Delay**" means any delay in causing the Sportsplex or Public Improvements to be Substantially Complete due to labor disputes, fire, unusual delay in deliveries, delay in approvals by any applicable governmental authority (except for delays by the City due to its enforcement or compliance with applicable ordinances), environmental matters, abnormally adverse weather conditions not reasonably anticipatable, unavoidable casualties, delays by the City (except for delays by the City due to its enforcement or compliance with applicable ordinances), or any other cause whatsoever beyond the reasonable control of Seller,

other than delays resulting from activities of Seller or Seller's failure to comply with this Contract.

"**Existing Survey**" shall have the meaning set forth in **Section 6.a.** below.

"**Future Phases**" means anticipated improvements to be constructed on the Future Phases Land, which improvements are planned to include, a proposed hotel and convention center/indoor sports complex, a golf entertainment complex, or such other similar entertainment or hospitality uses as reasonably and administratively approved by the City.

"**Future Phases Land**" means any portion of the Master Site that is not a part of the Sportsplex Land or D-BAT Land as shown on the Plat.

"**General Contractor**" means the general contractor that is selected by Seller with the reasonable approval of the City pursuant to **Section 10** below for the construction of the Sportsplex and/or Public Improvements.

"**GMP**" means the sum of the costs to develop the Sportsplex under the Construction Contract. The GMP as of the Effective Date of this Contract is **Sixteen Million Seven Hundred Seventy Two Thousand Two Hundred Seventeen and No/100 Dollars ($16,772,217.00)**, which GMP may decrease or increase (not to exceed the GMP Threshold), as set forth in Section 10.b.ii.

"**GMP Threshold**" means **Seventeen Million Two Hundred Seventy-Five Thousand Three Hundred Eighty-Three and 51/100 Dollars ($17,275,383.51)**, which amount is equal to 103% of the GMP as of the Effective Date of this Contract. City shall not incur any cost, liability or be responsible for any amounts exceeding the GMP Threshold and Seller shall have no recourse against the City to demand such amounts in excess of the GMP Threshold, except in the case that such cost in excess of the GMP Threshold is a direct result of an accepted Change Order submitted by the City and agreed to by the Seller.

"**Lease**" shall mean that certain Commercial Lease of Real & Improved Property by and between the City, as landlord, and SMBI, as tenant for the Sportsplex Property, to be executed at Closing in the form agreed to by the City and the Seller as attached hereto as **Exhibit E**.

"**Master Site**" means that certain real property containing approximately 62.48 acres of land, such land being a portion of a 109.22 acre tract of land out of the Edward Burleson Survey, No. 18, Abstract No. 63, Hays County, Texas; which Master Site includes the land described as Tracts 10, 11, and 12 in **Exhibit A** hereto, as well as any land located to the centerline of Cottonwood Creek, along with any land occupied by the streets to be constructed as part of the Public Improvements (including Transportation Way and Commercial Loop) and the existing detention pond, as such land is further described and shown on **Exhibit A** attached hereto, and which land

Seller is currently under contract to purchase in accordance with the Underlying Contract.

"**Outside Completion Date**" means the last day of the fifteenth (15th) month after the Construction Commencement Date, as the same may be extended for each day of Excusable Delay.

"**Parties**" means Seller and the City.

"**Party**" means Seller or the City.

"**Permitted Exceptions**" shall have the meaning set forth in **Section 7.a.** below.

"**Plans and Specifications**" means, collectively, those certain plans, specifications, construction drawings and other design materials in conformity with all government codes, regulations, and requirements, and in conformity with the Sportsplex Quality Standard (as defined below) which shall be prepared by the Architect with regard to the design and construction of the Sportsplex and the Public Improvements, as applicable, and approved by the City as set forth in this Contract.

"**Plat**" means the final subdivision plat for the Master Site, which Plat shall include (a) the Sportsplex Land as its own, separate platted lot, (b) a separate platted lot for the D-BAT Land, (c) separate platted lot(s) for the Future Phases on the Future Phases Land, as determined by Seller, and (d) dedication of right-of-way for the Public Improvements.

"**Project**" means the Sportsplex and D-BAT Facility.

"**Public Improvements**" means the public improvements described on **Exhibit B** and includes any improvement or facility together with its associated public site, right-of-way or easement necessary to provide transportation, drainage, public utilities, or similar essential public services and facilities, for which the City will accept ownership and assume the responsibility for operation and maintenance if completed in accordance with this Contract. This term also includes the following, as applicable: drainage and detention facilities, streets and other rights-of-way, potable water system, reuse water system, sanitary sewerage system, survey monuments, landscaping, illumination including street lights, traffic control signs and traffic signalization, fire hydrants, sidewalks and curb ramps, street name signs, traffic control signs, and street pavement markings.

"**Public Improvements Cost**" means the cost to develop the Public Improvements in accordance with the Plans and Specifications.

"**Purchase Price**" shall have the meaning set forth in **Section 4** below.

"**Seller**" means Pursuant Ventures Development, LLC, a Texas limited liability company.

"**SMBI**" means SM Baseball Investments, LLC, a Texas limited liability company, an affiliate of Seller.

"**Sportsplex**" means an outdoor sports and recreation facility consisting of (i) eight (8) multi-purpose athletic fields with synthetic turf that will provide the ability to interchange the configurations of the playing areas to accommodate different age ranges and various outdoor sports, such as baseball, softball, lacrosse, flag football and others, (ii) concession areas, (iii) covered seating and (iv) community play space to be constructed on the Sportsplex Land in accordance with the Plans and Specifications.

"**Sportsplex Land**" means that certain real property containing approximately thirty (30) acres of land situated in San Marcos, Hays County, Texas, such land being approximately depicted on **Exhibit A** attached hereto, with the final size and configuration of such Sportsplex Land to be shown on the Plat. The Sportsplex Land is a portion of the Master Site.

"**Sportsplex Property**" means the Sportsplex Land, as will be shown on the Plat, together with any and all improvements located on the Sportsplex Land, including the Sportsplex, and all of the rights, privileges, easements and appurtenances to the extent belonging or appertaining to the Sportsplex Land or Sportsplex.

"**Sportsplex Quality Standard**" shall mean the Sportsplex having a quality of design and construction consistent (except for latent defects or uncured deficiencies) with the design and construction of the City of Portland Sports Complex and Municipal Park located in Portland, Texas.

"**SPP**" means the site preparation permits, together with building permits for the Sportsplex, issued to Seller by the City which permits the development of the Project and Public Improvements, as applicable.

"**Substantially Complete**" means (A) for the Sportsplex, that (i) the Sportsplex has been materially constructed in accordance with the applicable Plans and Specifications, subject only to punchlist items, as certified to by the Architect; (ii) Seller has delivered to the City the As-Built Survey of the Sportsplex Property; (iii) Seller has delivered to the City a statutory form unconditional waiver and release on final payment from the General Contractor (or a statutory form conditional waiver and release on progress payment which may exclude properly withheld retainage and other withholdings, but followed promptly by, but in no case greater than thirty (30) days, an unconditional waiver and release on final payment) for the Sportsplex; (iv) Seller and the City have completed the mutual inspection of the Sportsplex as further described below and the punchlist has been prepared and certified by the Architect; and (v) the City has issued a certificate of occupancy for

the Sportsplex; and (B) for the Public Improvements, the Public Improvements have been generally constructed in accordance with the applicable Plans and Specifications, subject only to punchlist items, as certified to by the Architect.

"**Termination Fee**" means the sum of One Million and No/100 Dollars ($1,000,000.00).

"**Title Company**" means a title company doing business in San Marcos that is mutually agreeable to the Seller and the City.

"**Title Commitment (*Initial and Updated*)**" shall have the meaning set forth in **Section 7.a.** below.

"**Title Materials (*Initial and Updated*)**" shall have the meaning set forth in **Section 7.a.** below.

"**Title Policy**" shall have the meaning set forth in **Section 7.b.** below.

"**Underlying Contract**" means that certain Real Estate Purchase Contract dated October 17, 2016 by and between Outlet West Investors, Ltd., a Texas limited partnership, as seller, and Seller, as buyer, as amended from time to time, for the purchase and sale of the Master Site.

3. **Agreement for Sale of Sportsplex Land**. Subject to the encumbrances, restrictions and other matters which become "Permitted Exceptions" pursuant to the provisions of this Contract, Seller agrees to sell and convey to the City, and the City agrees to purchase and take from Seller, the Sportsplex Property. Prior to Closing, Seller shall subdivide and Plat the Master Site as set forth in this Contract, and such lot and block legal description for the Sportsplex Land as shown on the Plat shall be substituted for the depiction of the Sportsplex Land set forth in **Exhibit A** attached hereto. The Sportsplex Property does not include any oil, gas, water, or other minerals in and under and that may be produced from the Sportsplex Property, which oil, gas, water, and other minerals shall be excluded from the Sportsplex Property for all purposes and which exclusion shall be reflected in the Deed from the current owner to Seller pursuant to the Underlying Contract and in the Deed from Seller to the City to be executed at the applicable Closing, and which Deeds shall include a waiver from the owners or lessees of such oil, gas, water and mineral interests of the right to use the surface of the Sportsplex Property in relation to such interests, and which waiver shall be binding on all heirs, successors and assigns.

4. **Purchase Price**. The total purchase price for the Sportsplex Property (the "Purchase Price") shall equal **Nineteen Million Three Hundred Seventy Two Thousand Two Hundred Seventeen and No/100 Dollars ($19,372,217.00)** (which amount consists of the sum of **Two Million Six Hundred Thousand and No/100 Dollars ($2,600,000.00)** for the Sportsplex Land plus **Sixteen Million Seven Hundred Seventy Thousand and No/100 Dollars ($16,772,217.00)** for the Sportsplex), which Purchase Price shall be adjusted as set forth herein to reflect the final GMP. The Purchase Price shall be paid by the City to Seller in the following manner:

a. *Escrow Deposit; Escrow Agent.* Within ninety (90) days of Seller's receipt of its SPP for the Project and Public Infrastructure, City shall deposit the Escrow Deposit with the Escrow Agent, to be held in accordance with the terms of the Escrow Agreement attached hereto as **Exhibit F**. The Escrow Deposit shall be invested by the Escrow Agent in a manner reasonably acceptable to the City and Seller, and all interest earned on such deposit shall be considered part of the Escrow Deposit. The remaining balance of the Escrow Deposit shall be released to Seller at the Closing as a part of the Purchase Price; or, if the Closing does not occur, shall be otherwise disbursed in accordance with this Contract.

b. *Cash Payment at Closing.* Subject to the adjustments under **Section 9** of this Contract, the balance of the Purchase Price shall be paid to Seller at the Closing in wire transferred funds, which will allow the Title Company to disburse those funds to Seller at the Closing.

c. *Release of Punch List Retainage.* Upon completion of the outstanding punch list items, Seller shall deliver written notice of such completion to City and Escrow Agent and, unless Escrow Agent receives a written objection from the City related to the completion of the punch list items within three (3) business days of Seller's completion notice, Escrow Agent shall release to Seller the retention amount being held by Escrow Agent pursuant to **Section 9**. The foregoing obligation shall survive Closing.

5. **CCRs**. Within sixty (60) days following the Effective Date, Seller shall provide to the City a copy of the CCRs for its review and approval, which approval shall not be unreasonably withheld so long as the CCRs (a) restrict the land covered by the CCRs (other than the Master Site) from being used for similar outdoor sporting, recreational and entertainment uses, (b) do not impose a requirement that the Sportsplex Land solely be used for outdoor sports and recreation uses beyond 35 years from the effective date of the CCRs, (c) do not unreasonably restrict the permitted uses for the Sportsplex Land (other than a restriction on customary obnoxious and nuisance uses), and (d) provide reasonable easements for access and utilities for the Project. The City shall notify Seller in writing within ten (10) days of receipt of the CCRs of its approval of same or any specific objections thereto (which objections shall be limited to terms in the CCRs that conflict with the terms set forth in this Section 5).

6. **Survey and Reports**.

a. *Existing Survey.* Prior to the Effective Date hereof, Seller has provided the City with the most recent existing survey in Seller's possession of the Master Site (the "Existing Survey"), a copy of which has also been provided by Seller to the Title Company. The City acknowledges that it has had the opportunity to review the Existing Survey and has accepted such Existing Survey.

b. *As-Built Survey.* Prior to Closing, Seller shall update and provide to the City an "as-built" survey (the "As-Built Survey") of the Sportsplex Property and a field notes description of the Sportsplex Land, which As-Built Survey shall be generally consistent with the Plat and shall reflect general matters affecting the Sportsplex Land pursuant to the Plat,

prepared and certified by Seller's surveyor, a copy of which shall be provided by Seller to the Title Company.

c. *Site Assessments*. Prior to the Effective Date hereof, Seller has delivered to the City the most recent Phase One Environmental Site Assessment and geotechnical assessment covering the Sportsplex Land in Seller's possession. The City acknowledges that it has had the opportunity to review the same and has accepted such reports.

7. **Owner Policy of Title Insurance**.

a. *Title Commitment*. Prior to the Effective Date of this Contract, Seller has provided to the City a title commitment issued April 22, 2019, dated effective April 15, 2019, having a GF No. 19-0974-C, issued by Corridor Title Company for the Sportsplex Property ("Initial Title Commitment"), as well as the documents referenced on Schedule B of such Initial Title Commitment (collectively, the "Initial Title Materials"). All such exceptions shown on the Initial Title Commitment shall be deemed to be Permitted Exceptions (as defined below) and the City has approved such Initial Title Commitment. Prior to Closing, Seller shall cause the Title Company to provide to the City updates to the Initial Title Commitment and the Initial Title Materials for an owner policy of title insurance reflecting the Sportsplex Property as shown on the Plat (the "Updated Title Commitment" and "Updated Title Materials"). Seller shall cause any new exceptions shown on the Updated Title Commitment to be removed before Closing; provided that Seller shall have no obligation to remove any matters shown on the Updated Title Commitment or any updated Survey (i) that were included in the Initial Title Commitment provided to, and approved by, the City prior to the Effective Date hereof or were shown on the Existing Survey, or (ii) which the City approved in writing prior to such exception being recorded of record, or (iii) that were caused by the City. All title matters and exceptions set forth in the Initial Title Commitment, as well as all matters and exceptions and the state of facts shown on the Existing Survey, or which are thereafter approved by the City or deemed to be accepted or waived in writing by the City as hereinafter provided, are hereafter referred to as the "Permitted Exceptions". The City acknowledges and agrees that (i) the CCRs, and (ii) any matters reflected on the Plat for the Master Site (to the extent it affects the Sportsplex Land) shall be deemed Permitted Exceptions.

b. *Title Policy*. Seller shall cause the Title Company to furnish to the City at Closing, or within a reasonable time thereafter, but in no case greater than thirty (30) days, an Owner Policy of Title Insurance (the "Title Policy") (on a form prescribed by the State Board of Insurance of the State of Texas) issued through the Title Company, insuring title to the Sportsplex Property in the City in the full amount of the Purchase Price, and containing only the Permitted Exceptions and the following standard printed exceptions: (i) the standard printed exception for taxes for the year of the Closing and subsequent years, not yet due and payable; and (ii) the standard printed boundary and encroachments exception and exception for shortages in area (provided, however, that Seller will, at the City's option and expense, cause the Title Company to delete, to the extent permitted by applicable regulations, the survey exception from the Title Policy without qualification or condition except as to "any shortages in area").

8. **Closing; Closing Documents**.

a. *Possession and Closing*. The Closing of this transaction shall take place through escrow with the Title Company (it being agreed the Parties do not have to be physically present) at 11:00 a.m. central time on the third (3rd) business day following the Completion Date. The date the Closing actually occurs shall be the "Closing Date." Following the Completion Date and delivery of all required closing documents as described below Seller shall direct the Title Company (and Escrow Agent, as applicable) to immediately record and deliver the closing documents to the appropriate Parties and make disbursements according to the closing statements executed by Seller and the City. Time is of the essence with respect to the Closing Date, the Completion Date and the delivery at the Closing of the Purchase Price.

b. *Seller's Closing Documents*. Two (2) business days following the Completion Date, Seller, at Seller's expense, shall deliver or cause to be delivered to the Title Company each of the following:

i. Deed of Conveyance. A duly executed and acknowledged special warranty deed, in the form attached as **Exhibit C** hereto.

ii. Bill of Sale and General Assignment. A duly executed bill of sale and general assignment, in the form attached as **Exhibit D** hereto.

iii. Tax Certificates. Tax certificates shall be available at the Title Company from appropriate authorities showing that all taxes then due on the Sportsplex Property have been paid, or amounts sufficient to pay those taxes shall be withheld by the Title Company from the Purchase Price for that purpose.

iv. Evidence of Authority. Evidence of authority reasonably acceptable to the City and the Title Company, reflecting that the person who has signed this Contract on behalf of Seller has been duly authorized to execute this Contract and identifying the person or persons who are authorized to execute all of Seller's closing documents on Seller's behalf and showing approval of the sale of the Sportsplex Property to the City under the terms and provisions of this Contract.

v. Non-Foreign Certificate. A certificate stating that Seller is not a "foreign person" as defined in the federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended.

vi. Lease. The Lease, duly executed by SMBI, as tenant, in the form attached as **Exhibit E** hereto, and a Lease Memorandum to the extent requested by Seller or SMBI.

vii. Other Documents. Any other documents required by this Contract to be delivered by Seller at the Closing or otherwise reasonably necessary to carry out

the terms and conditions hereof, including, without limit, a duly executed closing statement.

c. *City's Closing Documents*. Two (2) business days following the Completion Date, the City, at the City's expense, shall deliver to the Title Company the following:

i. Cash Payment. The cash payment of the Purchase Price, subject to adjustment as set forth below and any additional sums provided for in this Contract.

ii. Bill of Sale and General Assignment. A duly executed bill of sale and general assignment, in the form attached as **Exhibit D** hereto.

iii. Evidence of Authority. Evidence of authority reasonably acceptable to Seller and the Title Company, reflecting that the person who has signed this Contract on behalf of the City has been duly authorized to execute this Contract and identifying the person or persons who are authorized to execute all of the City's closing documents on the City's behalf and showing approval of the purchase of the Property from Seller under the terms and provisions of this Contract.

iv. Lease. The Lease, duly executed by the City, as landlord, in the form attached as **Exhibit E** hereto, and a Lease Memorandum to the extent requested by Seller or SMBI.

v. Other Documents. Any other documents or instruments required by this Contract to be delivered by the City at the Closing or otherwise reasonably necessary to carry out the terms and conditions hereof, including, without limit, a duly executed closing statement.

9. **Adjustments at Closing**. The following prorations and adjustments shall be made at the Closing and, as the case may be, deducted from or added to the amount the City is required to pay at the Closing under **Section 4.b.** of this Contract:

a. *Taxes*. Ad valorem taxes for the period beginning on the Construction Commencement Date for the Sportsplex Property and until the date of Closing shall be shared equally between Seller and the City and shall be allocated accordingly at Closing. If the tax rate has not been fixed for the applicable period, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the most current assessed valuation. Subject to the foregoing obligation to share ad valorem taxes equally during construction, and to any terms of the Lease regarding payment of ad valorem taxes, taxes for the year of the Closing shall be prorated at Closing. Seller shall be responsible for all rollback taxes due to any change in use or ownership.

b. *Title Insurance and Other Closing Expenses*. Except as is otherwise provided herein, each party shall pay its own attorney's fees and customary closing expenses. Seller shall pay one-half of the base premium for the Title Policy (excluding endorsements), one-half of the escrow fee charged by the Title Company and one-half of all recording fees (other than

for liens created by the City at Closing). The City shall pay one-half of the base premium for the Title Policy, the entire premium for any Title Policy endorsements and/or extended coverage(s), one-half of the escrow fee charged by the Title Company, one-half of all recording fees (other than recording fees for any liens created by the City at Closing, which the City shall pay in full).

c. *Retainage*. Seller and City agree that 110% of the estimated costs to complete the punch list items (as further described in **Section 10.d** below), shall be held in escrow by Escrow Agent at Closing and shall be disbursed as set forth in **Section 4.c** upon completion of the punch list items.

10. **Construction of Sportsplex.** During the term of this Contract, Seller shall materially complete the development of the Sportsplex, all pursuant to the terms and conditions of this Contract.

a. *Point of Contact*. Each party shall designate a point-of-contact to be available on short notice and as needed for meetings, telephone conferences and site inspections with the other party, the Architect, the General Contractor, and otherwise as necessary during the term of this Contract. The Seller's point-of-contact shall be Tyler Sibley and the City's point-of-contact shall be provided to Seller's point of contact in writing within seven days after the Effective Date. The parties may rely upon decisions made and directions given by the points-of-contact.

b. *Plans and Specifications*.

(i) *Selection of Architect*. Seller shall retain the Architect subject to the review of Architect's qualifications and reasonable approval of the City. The Architect shall be licensed in the State of Texas and be qualified to design sports and recreation facilities of comparable complexity and character as contemplated by the Parties for the Sportsplex. Seller shall provide to the City documentation reasonably sufficient for the City to verify the experience and qualifications of the Architect. The City shall approve or provide specific objections to any request for approval of an Architect within five (5) business days of receipt of such documentation. If the City does not approve the Architect within thirty (30) days of initial submittal of the Architect's qualifications for reasons other than an unresolved objection by the City that the Architect does not meet the qualifications required hereunder, then Seller shall have the right to terminate this Contract and receive the lesser of (1) the Termination Fee or (2) the amount of costs and fees incurred by Seller in pursuit of the Project, up to the date of termination as evidenced by invoices provided to the City, plus a fee of 15% of such costs to Seller. Whenever such Termination Fee (or other amount due on termination of this Contract) is payable under the terms of this Contract, such amount shall be paid by the City within 30 days of Seller's delivery of an invoice to the City evidencing such amount due.

(ii) *Plans*. Seller shall deliver to the City proposed Plans and Specifications and the GMP for the City's review and approval (i) upon completion

of the design which incorporates all mechanical, electrical, plumbing, structural, civil, and landscape plans and (ii) prior to the second submittal of the proposed Plans and Specifications to the City in connection with the request for the final SPP and building permit. The City shall have fifteen (15) days within which to review and approve the Plans and Specifications and the GMP, or to respond to Seller with the City's proposed revisions thereto. In the event the City timely responds, Seller shall have thirty (30) days within which to resubmit the revised Plans and Specifications and the GMP to the City for the City's review and approval. Seller and the City acknowledge and agree that the final GMP approved by the Parties, as determined based on the final approved Plans and Specifications may be less than or greater than the amount set forth in the definition of GMP in Section 2 hereof (but in no event shall the GMP exceed the GMP Threshold unless otherwise agreed in writing by the City and Seller). If the City does not approve the Plans and Specifications and final GMP, or revisions thereto, as applicable, within fifteen (15) days of the receipt thereof by the City, for reasons other than failure to meet the Sportsplex Quality Standard, then either Party shall have the right to terminate this Contract and Seller shall receive the lesser of (1) the Termination Fee or (2) the amount of costs and fees incurred by Seller in pursuit of the Project up to the date of termination as evidenced by invoices provided to the City, plus a fee of 15% of such costs to Seller.

c. *Construction of Sportsplex.*

(i) *Selection of Contractor.* Seller shall retain the General Contractor subject to the City's review and reasonable approval of the General Contractor's qualifications. The General Contractor must be licensed and registered (to the extent applicable), shall provide payment and performance bonds based on the final amount of the construction contract, and be qualified to construct sports and recreation facilities of comparable complexity and character as contemplated by the Parties for the Sportsplex. To be a qualified General Contractor under this paragraph, the General Contractor's bid must be no greater than the GMP Threshold. Seller shall provide to the City documentation reasonably sufficient for the City to verify the experience and qualifications of the General Contractor. The City shall approve or provide specific objections to any request for approval of any General Contractor within five (5) business days of receipt of such documentation. If the City does not approve the General Contractor within thirty (30) days of initial submittal, for reasons other than the General Contractor's failure to meet the qualifications hereunder, then either Party shall have the right to terminate this Contract and Seller shall receive the lesser of (1) the Termination Fee or (2) the amount of the costs and fees incurred by Seller in pursuit of the Project up to the date of termination as evidenced by invoices provided to the City, plus a fee of 15% of such costs to Seller.

(ii) *Construction.* Subject to Seller's purchase of the Master Site, promptly following the City's final approval of the Plans and Specifications and the GMP and the Seller obtaining all required Approvals and the City depositing the Escrow

Deposit, Seller shall enter into a contract with its General Contractor for the construction of the Sportsplex and shall thereafter cause such General Contractor to diligently pursue completion of the Sportsplex in accordance with the Plans and Specifications and to meet or exceed the Sportsplex Quality Standard. The Parties agree that it is their intention that, subject to adjustments for Excusable Delays, Seller will Substantially Complete the Sportsplex on or before the Outside Completion Date. Seller shall use commercially reasonable efforts to cause the Construction Commencement Date for the Sportsplex to occur within one hundred twenty (120) days (subject to adjustment for Excusable Delays) following the date the City delivers the Escrow Deposit to Escrow Agent. The Plans and Specifications and construction of the Sportsplex shall comply with and be performed in accordance with all applicable laws and ordinances. Subject to applicable ordinances, the City shall not unreasonably withhold the delivery of the certificate of occupancy for the Sportsplex.

d. *Punch List and Warranties*. Approximately thirty (30) days prior to the estimated date of Substantial Completion, Seller shall develop a punch list of items and deliver same to the City. Within ten (10) days following the City's receipt of the initial punch list, the City and Seller shall inspect the Sportsplex and prepare a revised mutually agreeable punch list of items that do not prevent the Sportsplex from being Substantially Complete and will not prohibit issuance by the City of a certificate of occupancy for the Sportsplex. The City and Seller shall finalize the revised punch list items and an estimate of the costs to complete such punch list items within five (5) business days before Closing. In the event the City and Seller shall fail to finalize such list and estimate of costs on or before five (5) business days before Closing, then the Architect shall make the final determination of such punch list items and estimate of costs on or before Closing. Seller shall complete the items on the punch list within thirty (30) days after Closing. At Closing, Seller shall assign to the City the General Contractor's standard one-year warranty against all defects in materials, workmanship and labor for the Sportsplex and any other third-party warranties and claims. All of the obligations of this paragraph shall survive Closing hereunder.

e. *Change Orders*. Following the approval of the Plans and Specifications and the GMP, the City shall have the right to request, in writing, changes to the final Plans and Specifications (provided that any such changes do not reduce the value of the Sportsplex and are consistent with the Sportsplex Quality Standard). Within twenty (20) days of receipt of any such requested change, Seller shall respond to the City in writing informing the City of (i) any additional costs and expenses that will result if the changes specified in the City's request are made, and (ii) any delay in the Substantial Completion or Completion Date of the Sportsplex or Public Improvements that will result from such changes to the final Plans and Specifications. Within five (5) business days following receipt of Seller's response, the City shall inform Seller in writing whether or not the terms of Seller's response are accepted, in which event such changes and terms shall constitute an approved "Change Order" hereunder and the Purchase Price shall be adjusted relative to the reasonable costs and expenses saved or additionally incurred as a result of such Change Order (including any financing costs, carrying costs, and indirect costs associated with any extended time for construction), and the Outside Completion Date shall be extended by the

reasonable estimated delay set forth in Seller's response. To the extent the terms are rejected by the City or the City fails to timely respond to Seller, the applicable request for changes shall be deemed ineffective and the final Plans and Specifications and the GMP shall remain unmodified as a result thereof.

f. *City Remedies Under Seller Contracts.* Subject and subordinate to the rights of any construction lender for Seller, the contracts between Seller and the Architect, and Seller and the General Contractor shall include provisions acknowledging the City as a third party beneficiary of such contracts with the right: (i) to pursue any remedies available thereunder for default or breach by the Architect or General Contractor, as applicable, as if the City was in privity of contract with such parties; or (ii) to assignment of said contracts by Seller, or assignment of remedies for breach or default thereunder, without need for the consent by Architect or General Contractor, as applicable, to any such assignment.

11. **Construction of Public Improvements**. During the term of this Contract, Seller shall Substantially Complete the development of the Public Improvements, all pursuant to the terms and conditions of this Contract.

a. *General.* It is understood that the present infrastructure of streets and utilities in the vicinity of the Master Site are insufficient to support the Master Site, Project, and Future Phases and thus development of the Public Improvements will be necessary to adequately serve the Master Site, the Project, and Future Phases.

b. *Plans and Specifications.* The Public Improvements are described in **Exhibit B.** Seller shall be responsible for the development of the Public Improvements in accordance with the standards of the City. Seller shall deliver to the City Plans and Specifications (including an engineered Public Improvement Construction Plan), as well as the Public Improvements Cost for the City's review and approval. The City shall have fifteen (15) days within which to review and approve the Plans and Specifications and Public Improvements Cost, or to respond to Seller with the City's proposed revisions thereto. Failure by the City to respond within the foregoing 15-day period shall be deemed an approval by the City of the Plans and Specifications and Public Improvement Costs. In the event the City timely responds, Seller shall have thirty (30) days within which to resubmit revised Plans and Specifications and revised Public Improvements Cost to the City for the City's review and approval. At such time as the Plans and Specifications and Public Improvements Cost are finally approved (or deemed approved), this Contract shall be administratively amended to supplement **Exhibit B** attached hereto with (Y) the final Plans and Specifications for the Public Improvements to the Contract, and (Z) the final Public Improvements Cost.

c. *Construction of Public Improvements.* Subject to Seller's purchase of the Master Site, promptly following final approval of the Plans and Specifications and Public Improvement Costs and obtaining all required Approvals, and the City's deposit of the Escrow Deposit, Seller shall enter into a contract with its General Contractor for the construction of the Public Improvements and shall thereafter cause such General Contractor to diligently pursue completion of the Public Improvements in accordance with the Plans and

Specifications. The Parties agree that it is their intention that, subject to adjustments for Excusable Delays, Seller will complete the Public Improvements in all material respects on or before the Outside Completion Date in accordance with applicable ordinances and City standards. The Plans and Specifications and construction of the Public Improvements shall comply with all applicable ordinances.

d. *Inspection and Conveyance of Public Improvements*. The construction of the Public Improvements shall be subject to the inspection and approval of the City in accordance with applicable ordinances. Seller also agrees to allow authorized contractors or consultants hired by the City to conduct inspections on behalf of the City. Subject to applicable ordinances, the City will endeavor to expedite all inspection, review and approval procedures. Upon Substantial Completion of the Public Improvements and final payment to Seller of the City's Initial Share of Public Improvements Cost in accordance with **Section 11.f.** below, the City shall accept the Public Improvements and the Seller agrees to convey to the City, at no charge, (a) the land under which the roads that are part of the Public Improvements are located, which may be conveyed by deed, or Seller may dedicate such Public Improvements to the City via the Plat, and/or (b) easements in the location of the applicable Public Improvements to the extent reasonably required for the City's use and maintenance of the Public Improvements. In addition, in the event Seller requires access to or the use of adjacent property owned by third parties for the construction, use, or maintenance of the Public Improvements, the City will cooperate with and assist Seller in acquiring easements over such property owned by third parties. The conveyance of any Public Improvements shall not include any oil, gas, water, or other minerals in and under and that may be produced from the land on which the Public Improvements are located.

e. *Change Orders*. Following the approval of the Plans and Specifications, the City shall have the right to inform Seller, in writing, of any changes to the final Plans and Specifications. Within twenty (20) days of receipt of any such requested change, Seller shall respond to the City in writing informing the City of (i) any additional costs and expenses that will result if the changes specified in the City's request are made, and (ii) any delay in the Substantial Completion or Completion Date of the Public Improvements or Sportsplex that will result from such changes to the final Plans and Specifications. Within five (5) business days following receipt of Seller's response, the City shall inform Seller in writing whether or not the terms of Seller's response are accepted, in which event such changes and terms shall constitute a Change Order hereunder and the City shall be responsible for all additional reasonable costs and expenses incurred as a result of such Change Order (including any financing costs, carrying costs, and indirect costs associated with any extended time for construction), and the Outside Completion Date shall be extended by the estimated delay set forth in Seller's response. The City shall pay the costs associated with such Change Order as set forth in **Section 11.f.i.** below. To the extent the terms are rejected by the City or the City fails to timely respond to Seller, the applicable request for changes shall be deemed ineffective and the final Plans and Specifications and the Public Improvements Cost shall remain unmodified as a result thereof.

f. *Payment of Public Improvements Cost.* The City shall pay (or cause Escrow Agent to pay) to Seller the City's Initial Share of the Public Improvements Cost as follows:

i. The City shall promptly make (or cause Escrow Agent to make, as applicable) periodic disbursements to Seller for the Public Improvements Cost as work progresses on the Public Improvements, subject to the City's review and approval of invoices for work completed submitted to the City in support of the disbursements. The City agrees not to unreasonably withhold, condition or delay its approval to any such disbursements so long as the applicable Public Improvement was completed in accordance with the applicable Plans and Specifications, and the City shall make any such disbursements within thirty (30) days of receipt of an invoice and supporting documentation.

ii. Subject to subsection iii. below, the City shall pay 100% of the Public Improvements Cost set forth in any invoice until the full amount of the Escrowed Funds has been disbursed; and thereafter, the City shall pay 50% of the remaining Public Improvements Cost set forth in any invoice, which amount shall be payable from the Escrow Deposit in accordance with the terms of the Escrow Agreement with Escrow Agent.

iii. After the Escrowed Funds are fully disbursed, the Escrow Agent shall withhold from each subsequent disbursement of the City's Initial Share of Public Improvements Cost from the Escrow Deposit a ten percent (10%) retainage on the Public Improvements Cost for the work performed, until final acceptance of the Public Improvements by the City in accordance with applicable ordinances, which shall be released promptly following completion in accordance with the terms of the Escrow Agreement.

iv. The foregoing obligations in this **Section 11.f.** shall survive Closing.

g. *Development of Future Phases Land.* Seller and the City anticipate that the Future Phases Land will be developed as part of the Future Phases following construction of the Project and Public Improvements and that the City will reimburse Seller for the portion of the Public Improvements Costs that were not previously reimbursed to Seller by the City under **Section 11.f** above. In the event construction of any of such anticipated Future Phases is commenced on the Future Phases Land within three (3) years following the Closing Date, then, Seller shall have the right to seek reimbursement from the City for the portion of the Public Improvements Cost that were not previously reimbursed to Seller by the City as part of the City's initial disbursement of the City's Initial Share of Public Improvement Costs as set forth in **Section 11.f.** above. To the extent there is any remaining balance in the Escrow Deposit at the time Seller requests reimbursement, then such amount shall be payable from the Escrow Deposit in accordance with the terms of the Escrow Agreement; and any remaining amounts sought by Seller that are not reimbursed from the Escrow Deposit shall be payable within fifteen (15) days of receipt of an invoice along with documentation from Seller evidencing commencement of construction for such Future Phases on the Future Phases Land, subject to **Section 20.u.** below. Receipt of a building permit for all or a portion of such

Future Phases and initiation of site work shall be sufficient to evidence that construction of the Future Phases on the Future Phases Land has commenced. The foregoing obligations in this **Section 11.g.** shall survive Closing.

12. **Approvals.** To the fullest extent permissible, but subject to applicable ordinances, the City will endeavor to conduct concurrent reviews of all submitted proposals and applications including, but not limited to the annexation requests, zoning applications, the Plat, Public Improvement Construction Plans, the SPP, building permits and the Plans and Specifications for the Project and Public Improvements, along with any other Approvals. The City and Seller agree and acknowledge that the second reading of any ordinances pertaining to the annexation or zoning of any portion of the Master Site shall not be considered by the City Council until after the Effective Date of this Contract and any such annexation and zoning and any other Approvals are contingent upon and subject to Seller's purchase of the Master Site.

a. *Annexation and Zoning.* The City acknowledges that the Master Site will need to be fully annexed into the City's municipal boundaries to permit the intended use for the Project and Future Phases. The Master Site (or a portion thereof) is currently unzoned (to the extent located in the City's extraterritorial jurisdiction) or not properly zoned for the Project and Future Phases. Within thirty (30) days following the Effective Date of this Contract, Seller shall submit to the City a petition for annexation of the Master Site into the City limits and a request for zoning the Master Site to allow for the development and operation of the Project and Future Phases.. The City's staff will process the respective petitions and requests for annexation and zoning concurrently, subject to sequential approval in order to expedite consideration by the City's Planning and Zoning Commission and City Council, subject to applicable ordinances and laws. Regardless of anything herein to the contrary, nothing herein shall be construed as a contractual obligation on the part of the City to rezone all or any portion of the Master Site.

b. *Plat.* Seller shall submit the Plat to the City in accordance with established City policies and procedures. Seller shall update the Plat as necessary to reflect any comments from the City. The final approved Plat shall be recorded in the official public records of Hays County.

c. *SPP.* Seller shall submit its SPP application for the Project to the City within eight (8) months following the Effective Date of this Contract, subject to Excusable Delays.

d. *Review Process.* Subject to applicable ordinances, the City will endeavor to utilize an expedited review process for all requests and applications for Approvals submitted by Seller. The City hereby agrees to refund to Seller any and all permitting fees, application fees, impact fees, and another charges and fees related to the Approvals and development of the Sportsplex. Such refund shall be delivered by the City to Seller within thirty (30) days of Seller's request for refund and evidence of payment of the applicable fee or charge. The foregoing obligation shall survive Closing.

13. **Lease**. At Closing, the City, as landlord, and SMBI, as tenant, shall execute and enter into the Lease, in the form approved by the Parties as of the Effective Date of this Contract (such

approved form being attached hereto as **Exhibit E**), wherein SMBI shall lease the Sportsplex Property and have the right to operate, manage, and maintain the Sportsplex, all as further set forth in the Lease. Seller, in its sole discretion, shall have the right to market, and to permit SMBI to market, the Sportsplex during the term of this Contract. The City agrees to promptly (within five (5) business days of the Effective Date hereof) seek guidance on the financing structure for the Sportsplex from the Attorney General of the State of Texas. In the event the Attorney General provides comments or objections to the financing structure as set forth in the form of the attached Lease, then the Parties agree to use good faith, diligent efforts to revise the Lease to address the comments from the Attorney General and the City shall thereafter promptly resubmit the Lease to the Attorney General for confirmation that the objections and comments have been addressed. The foregoing process shall repeat until the Attorney General determines such comments and objections to the financing structure have been addressed.

14. **Naming Rights**. The City and Seller desire to sell naming rights for the Sportsplex. Within sixty (60) days of the Effective Date of the Contract, the City, in cooperation with Seller and other quasi-governmental agencies such as the Greater San Marcos Partnership, San Marcos Convention and Visitors Bureau, San Marcos Area Chamber of Commerce, and other similar governmental or quasi-governmental agencies, shall issue an RFP for naming rights to the Sportsplex. The City and Seller shall work collaboratively and in good faith to jointly secure the naming-rights partner that is most aligned with the objectives of the Parties. City shall retain sole discretion to void, deny, refuse or disallow any such naming right deemed inappropriate, discriminatory, or inflammatory or violates, in any way, the City's Title VI Compliance Policy. Any revenue from the sale of such naming rights shall be held and disbursed in accordance with the terms of the Lease.

15. **Default; Remedies Upon Default**.

a. *Notice of Default and Opportunity to Cure*. In the event a Party shall desire to assert a default by the other Party, the Party asserting such default shall provide written notice and a period of ten (10) days to cure such default prior to exercising the rights and remedies under this Contract. If the City is asserting a default against Seller, the City shall also provide a copy of such written notice to Escrow Agent and any other lender of Seller (provided the City has received notice of the name and address of such lender) and Escrow Agent and other Seller's lender (if any) shall have a period of ten (10) days to notify the City if Escrow Agent and/or lender intends to cure such default, and if Escrow Agent and/or lender timely notifies the City of such intent, the Escrow Agent and/or lender, as applicable, shall have such cure period as reasonably necessary to cure such default of Seller.

b. *Seller's Default*.

i. Construction Default. If Seller fails to Substantially Complete the Sportsplex and complete the Public Improvements in all material respects by the Outside Completion Date (subject to Excusable Delay) (a "Construction Default"), Seller shall be in default and the City shall have, as the City's sole and exclusive remedies against Seller for a Construction Default under this Contract, at law or in equity, the option of (i) delaying the Closing for such reasonable time as may be necessary for Seller to cure such Construction Default, or (ii) enforcing specific

performance of this Contract, or (iii) if the Seller's failure relates to the completion of the Sportsplex, to promptly cause the Sportsplex to be Substantially Completed, in accordance with the Plans and Specifications, under terms of the General Contractor's performance bond, if applicable, or, at the City's sole option, with funds disbursed from the Escrow Deposit (excluding any such portion of the Escrow Deposit to be applied to the City's share of Public Improvements Costs), and off-setting against the Purchase Price all actual, reasonable costs and expenses incurred by the City in completing the Sportsplex in accordance with the Plans and Specifications to the extent not funded by any such performance bonds or the Escrow Deposit, in which event Closing shall occur and the Purchase Price shall be reduced by all such costs, or (iv) if the Seller's failure relates to the completion of the Public Improvements, to promptly complete or cause the Public Improvements to be completed in accordance with the Plans and Specifications and Seller shall be obligated to reimburse the City for the actual costs incurred by the City in completing the Public Improvements, excluding any portion of such costs that are part of the City's Initial Share of Public Improvements Cost.

ii. Other Default. If Seller otherwise fails to complete this sale in accordance with the terms and provisions of this Contract for any reason other than a Construction Default, City shall have, as City's sole and exclusive remedies against Seller under this Contract, at law or in equity, the option of either (i) delaying the Closing for such reasonable time as may be necessary for Seller to cure such default, or (ii) enforcing specific performance of this Contract.

c. *City's Default.* If the City fails to complete this sale in accordance with the terms and provisions of this Contract for any reason except Seller's default, Seller shall have the right (i) to enforce specific performance of this Contract, and (ii) if Seller prevails in a suit for specific performance, draw on the Escrow Deposit deposited with Escrow Agent to cure such default or enforce Seller's remedies hereunder.

d. *Other Termination Rights.* In the event (i) the City fails to approve the Plans and Specifications for the Sportsplex within ninety (90) days of the initial submittal of the Plans and Specifications to the City (and such Plans and Specifications are consistent with the Sportsplex project and Sportsplex Quality Standard described herein) or the City fails to approve the final GMP (and such GMP is less than or equal to the GMP Threshold, unless Seller elects, in its sole discretion, to pay the GMP amount in excess of the GMP Threshold) for any reason, or (ii) the City fails to timely deposit the Escrow Deposit, (iii) the City fails to approve the Plans and Specifications for the Public Improvements (including an engineered Public Improvement Construction Plan), as well as the Public Improvements Cost within ninety (90) days of the initial submittal of the Plans and Specifications for the Public Improvements to the City for any reason, or (iv) the City fails to issue any of the required Approvals necessary for the construction of the Project or Public Improvements in form and substance reasonably acceptable to Seller, then Seller shall have the right to terminate this Contract by written notice to the City. In the event Seller terminates this Contract pursuant to the foregoing sentence, or in the event the City terminates this Contract for any reason prior to the Construction Commencement Date, then (A) this Contract shall be deemed terminated,

(B) the City shall pay to Seller the Termination Fee within sixty (60) days following the date of termination as liquidated damages (it being agreed that it would be extremely difficult, if not impossible, to calculate the actual damages to Seller for such termination); provided that the City shall not be obligated to pay the Termination Fee if the City terminated the Contract prior to the Construction Commencement Date solely due to the Plans and Specifications for the Sportsplex not being reasonably sufficient to achieve the Sportsplex Quality Standard, and (C) the Seller and the City shall have no other or further liability or obligation to each other hereunder, except those obligations that expressly survive the termination of this Contract. The foregoing obligations shall survive the termination of the Contract. The City acknowledges and agrees that the City shall have no right to terminate this Contract after the Construction Commencement Date occurs.

e. ***LIMITED WAIVER OF IMMUNITY.*** SUBJECT TO THE FOLLOWING, THE CITY, IN ENTERING INTO THIS CONTRACT DOES NOT WAIVE ITS IMMUNITY FROM SUIT OR ANY OTHER LIMITATIONS ON ITS LIABILITY, CONTRACTUAL OR OTHERWISE, AS GRANTED BY THE TEXAS CONSTITUTION OR APPLICABLE LAWS OF THE STATE OF TEXAS. NOTWITHSTANDING THE FOREGOING, SELLER SHALL HAVE THE RIGHT TO SEEK THE REMEDIES SPECIFIED IN SECTION 15.A, SECTION 15.C AND SECTION 15.D HEREOF, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, THE CITY WAIVES ITS RIGHT TO ASSERT SOVEREIGN IMMUNITY IN RESPONSE TO AN ACTION BY SELLER SEEKING ONLY THE REMEDIES IN SUCH SECTIONS.

16. **Condemnation and Casualty**.

a. *Condemnation.* If, prior to the Construction Commencement Date, any portion of the Master Site shall be condemned or threatened (in writing) to be condemned, then either Party may terminate this Contract by giving written notice to the other Party, in which event (A) this Contract shall be deemed terminated, (B) the City shall reimburse Seller for all Seller's actual out-of-pocket expenses incurred in pursuit of this transaction with the City and the development of the Project and Public Improvements, but in no such event shall the City's reimbursement to the Seller under this Section exceed the Termination Fee, and (C) the Seller and the City shall have no other or further liability or obligation to each other hereunder, except those obligations that expressly survive the termination of this Contract. The foregoing obligations shall survive the termination of the Contract. If, after the Construction Commencement Date but prior to the Closing, any portion of the Master Site shall be condemned or threatened (in writing) to be condemned, then the Closing shall take place and there shall be assigned to the City at Closing all of Seller's interest in and to any condemnation award received or pending relative to the Sportsplex Land, and the Plans and Specifications for the Sportsplex and Public Improvements, and GMP and Public Improvements Costs, as well as the construction schedule, shall be adjusted as reasonably agreed to between the parties to take into account such condemnation. The City agrees that, during the term of this Contract, the City shall not take any action to condemn any portion of the Master Site, nor shall the City take any action to purchase any portion of the Master

Site in lieu of condemnation (except for the purchase of the Sportsplex Property in accordance with the terms of this Contract).

b. *Casualty*. In the event that the Sportsplex Property suffers a casualty then Seller shall continue to reasonably pursue the construction of the Sportsplex and Public Improvements and shall use good faith efforts to Substantially Complete the Sportsplex and Public Improvements pursuant to a revised construction schedule and budget reasonably agreed to between Seller and the City. All insurance proceeds shall be used exclusively for such purpose. Seller shall not be in default hereunder as a result of such casualty (such casualty being an Excusable Delay) and the City shall not be relieved of the City's obligations hereunder.

17. **Real Estate Commissions**. Seller and the City represent and warrant to each other that they have dealt with no broker, finder or similar agent in connection with the transaction provided for in this Contract. Seller agrees to hold the City harmless from and against any claim made by any person claiming to have dealt with Seller in connection with this transaction, including reasonable attorney's fees incurred in the defense of such a claim. The City agrees to hold Seller harmless from and against any claim made by any person claiming to have dealt with the City in connection with this transaction, including reasonable attorneys' fees incurred in the defense of such a claim.

18. **Confidentiality; As-Is Acceptance**.

a. *Confidentiality*. The City agrees, that until the Closing, to the full extent permitted by applicable law or except as agreed to in writing by the Parties, the City and the City's agents and representatives shall hold all information obtained with respect to the Master Site in confidence and further agrees that until the Closing they will not disclose its content to others except and only to the extent required by applicable law (it being agreed that Seller shall have the right to object to any such disclosure as may be permitted by applicable law). If this Contract is terminated for any reason, any records and other information and copies of work sheets and other documents, reports and materials obtained by the City shall be held in confidence by the City, except to the extent the same is required to be disclosed by law or court order. The provisions of this **Section 18.a** shall survive any termination of this Contract.

b. *"AS-IS" ACCEPTANCE OF SPORTSPLEX LAND*. AS A MATERIAL PART OF THE CONSIDERATION FOR THE TRANSACTION CONTEMPLATED UNDER THIS CONTRACT, EXCEPT AS MAY BE SPECIFICALLY SET FORTH HEREIN, THE CITY AND SELLER EXPRESSLY STIPULATE AND AGREE THAT THE CITY SHALL ACCEPT THE SPORTSPLEX LAND "AS-IS" AND "WITH ALL FAULTS," WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND THE CITY HEREBY ACKNOWLEDGES AND AGREES THAT SELLER MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OF THE SPORTSPLEX LAND, THE FITNESS OF THE SPORTSPLEX LAND FOR ANY INTENDED USE OR PURPOSE, THE EXISTENCE OF ANY HAZARDOUS OR TOXIC MATERIALS IN OR ON THE SPORTSPLEX LAND OR ANY OTHER ENVIRONMENTAL CONDITION OF THE SPORTSPLEX LAND, OR THE PRESENT OR FUTURE INCOME THAT MAY BE GENERATED FROM THE

SPORTSPLEX LAND, OTHER THAN WITH RESPECT TO THE WARRANTY OF TITLE SELLER AGREES TO DELIVER IN THE DEED REQUIRED UNDER THE PROVISIONS OF THIS CONTRACT. THE CITY ACKNOWLEDGES THAT IT HAS HAD AN OPPORTUNITY TO INSPECT THE SPORTSPLEX LAND AND SITE ASSESSMENT REPORTS AND IS NOT RELYING UPON ANY REPRESENTATIONS, STATEMENTS, ASSERTIONS OR NON-ASSERTIONS BY SELLER WITH RESPECT TO THE CONDITION OF THE SPORTSPLEX LAND, BUT IS RELYING SOLELY UPON ITS INVESTIGATION AND EXAMINATION OF THE SPORTSPLEX LAND. THE PROVISIONS OF THIS **SECTION 18.b** SHALL SURVIVE THE CLOSING AND THE DELIVERY OF SUCH DEED.

19. **Notices**. Any notices required or permitted to be given under this Contract shall be in writing and shall be deemed to be given when deposited with a nationally or regionally recognized overnight courier service guaranteeing next business day delivery, or when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or when delivered via electronic mail deemed given at the time and date when the transmission was sent.

Address for the City:

THE CITY OF SAN MARCOS, TEXAS
630 E. Hopkins
San Marcos, Texas 78666
Attn: City Manager
Phone: 512-396-4656
Email: sparker@sanmarcostx.gov

Address for Seller:

Pursuant Ventures Development, LLC
Attn: Tyler Sibley
415 N. Guadalupe St., #400
San Marcos, TX 78666
Phone: (214) 282-8970
Email: tylersibley1@gmail.com

A copy of any notice given to Seller shall be given at the same time and in the same manner as the notice to Seller to:

Steven Metcalfe
Metcalfe Wolff Stuart & Williams, LLP
221 W. 6th Street, Suite 1300
Austin, Texas 78701
Phone: (512) 404-2209
Email: smetcalfe@mwswtexas.com

20. **Miscellaneous**.

a. *Interpretation.* In this Contract, unless a clear, contrary intention appears:

i. the singular number includes the plural number and vice versa;

ii. reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified in writing and in effect from time to time in accordance with the terms thereof;

iii. "hereunder", "hereof", "hereto", and words of similar import shall be deemed references to this Contract as a whole and not to any particular article, section or other provision thereof;

iv. "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and

v. reference to any constitutional, statutory or regulatory provision means such provision as it exists on the Effective Date.

b. *Disclosure.* THE CITY ACKNOWLEDGES THAT IT HAS BEEN ADVISED THAT IT SHOULD HAVE AN ABSTRACT COVERING THE PROPERTY EXAMINED BY AN ATTORNEY OF ITS SELECTION, OR SHOULD BE FURNISHED WITH OR OBTAIN A POLICY OF TITLE INSURANCE COVERING THE SPORTSPLEX PROPERTY.

c. *Mutual Assistance*. The City and Seller will do all things reasonably necessary to carry out the terms and provisions of this Contract, and to aid and assist each other in carrying out such terms and provisions.

d. *Assignment; Binding Effect; Authority*. Neither Party may assign this Contract to any other person or entity without the prior written consent of the other Party, and no assignment permitted hereunder shall operate to release the assigning Party of its liabilities or obligations under this Contract without the express written consent of the other Party. Notwithstanding the foregoing, Seller may assign this Contract without the consent of, but upon written notice to, the City to (i) any affiliated or related entity under common control or ownership with Seller at any time and (ii) to any lender providing financing for the acquisition, development and construction of the Master Site, Project or Public Improvements as security for Seller's obligations pursuant to such financing. Subject to this restriction on assignment, this Contract and all of its terms and provisions shall be binding upon and inure to the benefit of Seller, and the successors and assigns of Seller, and the City, and the successors and assigns of the City.

e. *Complete Agreement.* This Contract together with the exhibits attached hereto contains the complete agreement of the Parties and cannot be amended or modified except by written agreement signed by Seller and the City (and any lender providing financing to Seller, if required by such lender). As the Parties continue work on the pre-development activities contemplated herein, the Parties will cooperate in good faith, as necessary, to finalize the

necessary agreements, Plans and Specifications, applications and Approvals, and, when necessary, to administratively amend this Contract to reflect the terms of such agreements, Plans and Specifications, applications, and Approvals. The terms and provisions of this Contract shall not merge with, or be extinguished or otherwise affected by, any subsequent conveyance or instrument between the Parties, unless the instrument specifically so states and is signed by both Parties.

f. *Headings.* The paragraph headings herein are for reference purposes only and are not intended in any way to describe, interpret, define or limit the scope, content or extent of this Contract or any part of it.

g. *Waiver.* The requirements imposed upon Seller in this Contract are for the City's benefit, and those requirements or other provisions for the City's benefit may be waived in writing by the City. Likewise, the requirements imposed upon the City in this Contract are for the Seller's benefit, and those requirements or other provisions for the Seller's benefit may be waived in writing by Seller. If any portion of this Contract is held by a court of proper jurisdiction to be invalid or inoperative, then so far as is reasonable and possible, the remainder of the Contract shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either Party to enforce against the other any term or provisions of this Contract shall not be deemed to be a waiver of that Party's right to enforce against the other Party the same or any other term or provision.

h. *Attorneys' Fees.* If it shall be necessary for either the City or Seller to employ an attorney to enforce its rights pursuant to this Contract (or defend any such enforcement action), the non-prevailing Party shall reimburse the prevailing Party for such Party's costs of court and reasonable attorneys' fees

i. *Governing Law.* This Contract and the obligations under this Contract shall be construed in accordance with, governed by, and shall be subject to, the laws of the State of Texas. The Parties agree that the venue of any litigation arising in connection with this Contract or in respect of any of the obligations of the Parties under this Contract, shall, to the extent permitted by law, be in Hays County, Texas, or, if in federal court, the United States District Court for the Western District of Texas, Austin Division.

j. *Dispute Resolution.* If a dispute arises out of or relates to this Contract, or the breach thereof, the Parties agree to use good faith, diligent efforts to promptly resolve such dispute, and if the dispute cannot be settled within thirty (30) days through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. If any controversy or claim is not resolved within sixty (60) days after initiation of mediation, either party may file suit in a court of competent jurisdiction for such remedies as are available at law or in equity.

k. *Legal Representation of the Parties.* This Contract was negotiated by the Parties hereto with the benefit of legal representation and any rules of construction or

interpretation otherwise requiring this Contract to be construed or interpreted against any Party shall not apply.

l. *Authority*. The City represents and warrants that the City has the full power and authority to consummate the transactions set forth in this Contract, and the execution, delivery and performance of this Contract has been duly authorized, is legal and binding on the City and is enforceable in accordance with its terms. The City further represents that the City has available, or will have available, the funds required to purchase the Sportsplex Property and to pay its share of the Public Improvements Cost pursuant to the Contract. Seller represents and warrants that Seller has the full power and authority to consummate the transactions set forth in this Contract, and the execution, delivery and performance of this Contract has been duly authorized, is legal and binding on Seller and is enforceable in accordance with its terms.

m. *Financing*. In connection with any financing Seller obtains for the acquisition, development and construction of the Master Site, the Project and the Public Improvements, the City shall reasonably cooperate with Seller and execute such additional documents, including without limit an escrow agreement, a triparty agreement, consents to assignments, estoppel certificates, subordination and non-disturbance agreement, and representations and covenants in favor of such lender, as may be reasonably required by such lender in connection with such financing, provided such instruments and documents do not materially increase the City's liabilities or obligations or materially decrease the City's benefits.

n. *Acquisition Contingency*. City acknowledges that Seller does not currently hold fee simple title to the Master Site but is under contract to purchase the Master Site. Seller shall use commercially reasonable efforts to complete the purchase of the Master Site pursuant to the terms of the Underlying Contract on or before the Construction Commencement Date. If Seller does not purchase the Master Site on or before the Construction Commencement Date, then Seller may terminate this Contract by written notice to the City at any time prior to Seller's obtaining fee simple title to the Master Site, whereupon this Contract shall then terminate, the Escrow Deposit (if previously delivered) shall be returned to the City, and neither Party hereto will have and rights or obligations pursuant to this Contract except those which expressly survive termination.

o. *No Third Party Beneficiaries*. This Contract is not intended to confer any rights, privileges, or causes of action upon any third party (except SMBI which shall be a third party beneficiary hereof solely in regard to the Lease).

p. *Force Majeure*. Except as otherwise expressly provided herein, there shall be an equitable adjustment allowed for performance under this Contract as the result of any Excusable Delay (it being agreed that a day-for-day adjustment for each day of an Excusable Delay shall be deemed equitable).

q. *Time Periods.* Unless otherwise expressly provided herein, all periods for performance, delivery, review or approval and the like shall be determined on a "calendar" day basis. If any day for performance, delivery, review or approval shall fall on a Saturday, Sunday or legal holiday (state or federal) in Hays County, Texas, the time therefor shall be extended to the next business day.

r. *Execution in Counterparts.* The Contract can be executed in counterparts, each of which shall be an original and, upon the delivery to the Title Company of one or more of the Contracts signed by all Parties, together will constitute a fully executed and binding Contract.

s. *Effective Date of Contract.* For purposes of this Contract it is agreed that the Effective Date of this Contract shall be the date on which a fully executed copy of this Contract, signed by both Seller and the City, is deposited with the Title Company. The receipt of this Contract issued by the Title Company shall be conclusive evidence of the Effective Date of this Contract.

t. *No Joint Venture.* It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties.

u. *Subject to Appropriations.* Any financial obligations of the City hereunder not covered by the Escrow Deposit and Escrowed Funds shall be paid solely from lawfully available funds that have been budgeted and appropriated by the City during the fiscal year in which the obligation is performable or due. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Seller shall have no recourse against the City for the City's failure to budget and appropriate funds during any fiscal year to meet the purposes of and satisfy its obligations under this Contract and such failure shall not constitute a breach of this Contract.

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[Signature Page to the Contract]

IN WITNESS WHEREOF, the Parties have executed this Contract as of the dates set forth opposite their respective signatures, but to be effective as of the Effective Date described above.

CITY:

THE CITY OF SAN MARCOS, TEXAS
a home-rule municipality

Date executed by the City:

11/20, 2019

By: _____
Name: Bert Lumbreras
Title: City Manager

SELLER:

PURSUANT VENTURES DEVELOPMENT, LLC
a Texas limited liability company,

Date executed by Seller:

November 26, 2019

By: _____
Name: Tyler M Sibley
Title: Manager

TITLE COMPANY RECEIPT

The undersigned, INDEPENDENCE TITLE, hereby acknowledges receipt of a fully executed copy of this Contract, and agrees to perform the duties of Title Company strictly in accordance with the terms of the Contract.

TITLE COMPANY:

INDEPENDENCE TITLE

By: _____

Name: Deborah Blanton

Title: Licensed Escrow Asst.

Date: December 2, 2019 ("**Effective Date**")

EXHIBIT A

Description of the Master Site; Depiction of the Master Site

Legal Description of Master Site

62.48 acres of land, more or less, out of the EDWARD BURLESON SURVEY, NO. 18, ABSTRACT NO. 63, Hays County, Texas, being a portion of a certain called 109.22 acre tract described in the Deed to Outlet West Investors, Ltd. of record in Volume 1486, Page 887, said 62.48 acre tract being more particularly described by metes and bounds below.

[Remainder of Page Intentionally Left Blank]

EXHIBIT A

62.48 Ac.
Edward Burleson Survey No. 18, A-63,
Hays County, Texas

Job No. 070199-01-001
FN1965(en)

FIELD NOTES DESCRIPTION

DESCRIPTION OF 62.48 ACRES OF LAND IN THE EDWARD BURLESON SURVEY NO. 18, A-63, HAYS COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 109.22 ACRE TRACT DESCRIBED IN THE DEED TO OUTLET WEST INVESTORS, LTD. OF RECORD IN VOLUME 1486, PAGE 887, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 62.48 ACRE TRACT, AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found in the southeast right-of-way line of that certain 200-foot wide Union Pacific Railroad right-of-way, being the south corner of that 100-foot strip described in the deed to the Missouri, Kansas & Texas Railway Company of Texas of record in Volume 41, Page 23, Deed Records of Hays County, Texas, in the northeast line of a certain 29.07 acre tract designated as Tract Number 3 and described in the deed to Eugene A. Herry, Jr. and Frances K. Herry of record in Volume 276, Page 313, Deed Records of Hays County, Texas, at the west corner of the said 109.22 acre tract, for the west corner and **POINT OF BEGINNING** of the tract described herein;

THENCE N 46°39'30" E, leaving the northeast line of the said 29.07 acre tract, with the southeast railroad right-of-way line and the northwest line of the said 109.22 acre tract, with the northwest line of the tract described herein, a distance of 1903.09 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found, for the north corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found in the southeast railroad right-of-way line and the northwest line of the said 109.22 acre tract bears S 46°39'30" W, a distance of 160.21 feet;

THENCE leaving the said southeast railroad right-of-way line, crossing the said 109.22 acre tract, with the northeast, southeast and northeast lines of the tract described herein, the following seven (7) courses and distances:

1. S 46°27'37" E, a distance of 657.03 feet to a calculated angle point,
2. S 52°15'35" E, a distance of 229.85 feet to a calculated point for the most northerly east corner,
3. S 39°31'34" W, a distance of 198.77 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found,
4. S 32°44'39" W, a distance of 199.24 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found at a re-entrant corner,
5. S 46°16'38" E, a distance of 348.25 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found at an east corner,
6. S 45°29'11" W, a distance of 46.11 feet to a ½-inch iron rod found at a re-entrant corner, and
7. S 36°50'33" E, a distance of 111.52 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found in the southeast line of the said 109.22 acre tract, same being the curving northwest right-of-way line of Gregson's Bend, a 60-foot right-of-way, as shown on the Lot 2 and Gregson Road of Section 1, the Lowman Ranch Subdivision plat of record in Volume 7, Page 215, Plat Records of Hays County, Texas, for an east corner of the tract described herein;

THENCE with the west and northwest right-of-way line of said Gregson's Bend, with the east and southeast line of the tract described herein, the following five (5) courses and distances:

1. with the arc of a curve to the left, having a radius of 360.00 feet, an arc distance of 69.66 feet, and a chord which bears S 31°22'59" W, a distance of 69.55 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found at a point-of-tangency,
2. S 25°56'16" W, a distance of 277.98 feet to a ½-inch iron rod found at a point-of-curvature,

3. with the arc of a curve to the right, having a radius of 503.00 feet, an arc distance of 293.42 feet, and a chord which bears S 42°37'23" W, a distance of 289.28 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found at a point-of-tangency,

4. S 59°20'03" W, a distance of 40.49 feet to a calculated point-of-curvature, and

5. with the arc of a curve to the right, having a radius of 25.00 feet, an arc distance of 40.54 feet, and a chord which bears N 74°10'24" W, a distance of 36.24 feet to a calculated point for the northeast terminus of Commercial Loop, a 70-foot right-of-way as shown on the Proposed Roadway and Lot 3, Lowman Ranch Subdivision, Section 1 plat of record in Volume 9, Page 62, Plat Records of Hays County, Texas, for a re-entrant corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "BYRN Survey" found bears N 62°00'33" E, a distance of 1.27 feet;

THENCE S 62°00'33" W, continuing across the said 109.22 acre tract, with the north terminus of said Commercial Loop, with a south line of the tract described herein, a distance of 70.00 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found at the northwest terminus of said Commercial Loop and a reentrant corner of the tract described herein, and from which a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found bears S 62°00'33" W, a distance of 4.93 feet;

THENCE continuing across the said 109.22 acre tract, with the curving northwest right-of-way line of said Commercial Loop, with a northeast line of the tract described herein, with the arc of a curve to the left, having a radius of 1245.00 feet, an arc distance of 123.28 feet, and a chord which bears S 30°42'59" E, a distance of 123.23 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found at the northerly east corner of Lot 3, said Proposed Roadway and Lot 3, Lowman Ranch Subdivision, Section 1, for a northeast corner of the tract described herein;

THENCE leaving the northwest right-of-way line of said Commercial Loop, continuing across the said 109.22 acre tract, with the north and northwest line of said Lot 3, Lowman Ranch Subdivision, Section 1, with a south and southeast line of the tract described herein, the following two (2) courses and distances:

1. with the arc of a curve to the left, having a radius of 25.00 feet, an arc distance of 44.76 feet, and a chord which bears N 84°42'52" W, a distance of 39.02 feet to an "X" in concrete found at a point-of-tangency, and

2. S 43°35'28" W, at a distance of 21.70 feet, a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found bears S 46°24'32" E, a distance of 0.49 feet, and continuing for a total distance of 356.89 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found at the west corner of said Lot 3, Lowman Ranch Subdivision, Section 1, and the north corner of Lot 5, Section 1, Lowman Ranch Subdivision of record in Volume 17, Page 134, Plat Records of Hays County, Texas, for an angle point in the southeast line of the tract described herein;

THENCE S 43°32'32" W, continuing across the said 109.22 acre tract, with the northwest line of said Lot 5, Section 1, Lowman Ranch Subdivision, with the southeast line of the tract described herein, a distance of 322.26 feet to a ½-inch iron rod with a plastic cap stamped "BYRN SURVEY" found at the west corner of said Lot 5, Section 1, Lowman Ranch Subdivision, in the southwest line of the said 109.22 acre tract and the northeast line of the said 29.07 acre tract, for the south corner of the tract described herein, from which a 3/8-inch iron rod found in the southwest line of the said 109.22 acre tract at the northeast corner of the said 29.07 acre tract, same being an angle point in the southwest line of said Lot 5, Section 1, Lowman Ranch Subdivision and the north corner of Lot 13, South Park Commercial Subdivision of record in Volume 4, Page 59, Plat Records of Hays County, Texas bears S 45°19'13" E, a distance of 172.98 feet;

THENCE with the southwest line of the said 109.22 acre tract and the northeast line of the said 29.07 tract, with the southwest line of the tract described herein, the following three (3) courses and distances:

1. N 45°12'23" W, a distance of 147.03 feet to a cedar fence post found at an angle point,

2. N 45°53'12" W, a distance of 1024.34 feet to a cedar fence post found, and

3. N 45°57'03" W, a distance of 451.51 feet to the **POINT OF BEGINNING** and containing 62.48 acres of land more or less.

BEARING BASIS: Texas Coordinate System, NAD 83, South Central Zone, Grid.

BOWMAN WORD FILE: FN1965(en)
BOWMAN REF PLAN NO.: 3557
H:\Survey_FieldNotes\FN-1900s\FN1965(en).doc

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, George L. Sanders, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of November and December 2016, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 17th of January, 2017 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

George L. Sanders
Registered Professional Land Surveyor No. 1838
State of Texas

Depiction of Master Site

Note: This is intended to be a general depiction only of the Master Site and components thereof described in the Contract; the final location, configuration, and size of the proposed tracts will be updated at such time as the final approvals (e.g., plat, plan approvals, permits, etc.) are obtained. The uses shown hereon are subject to change.

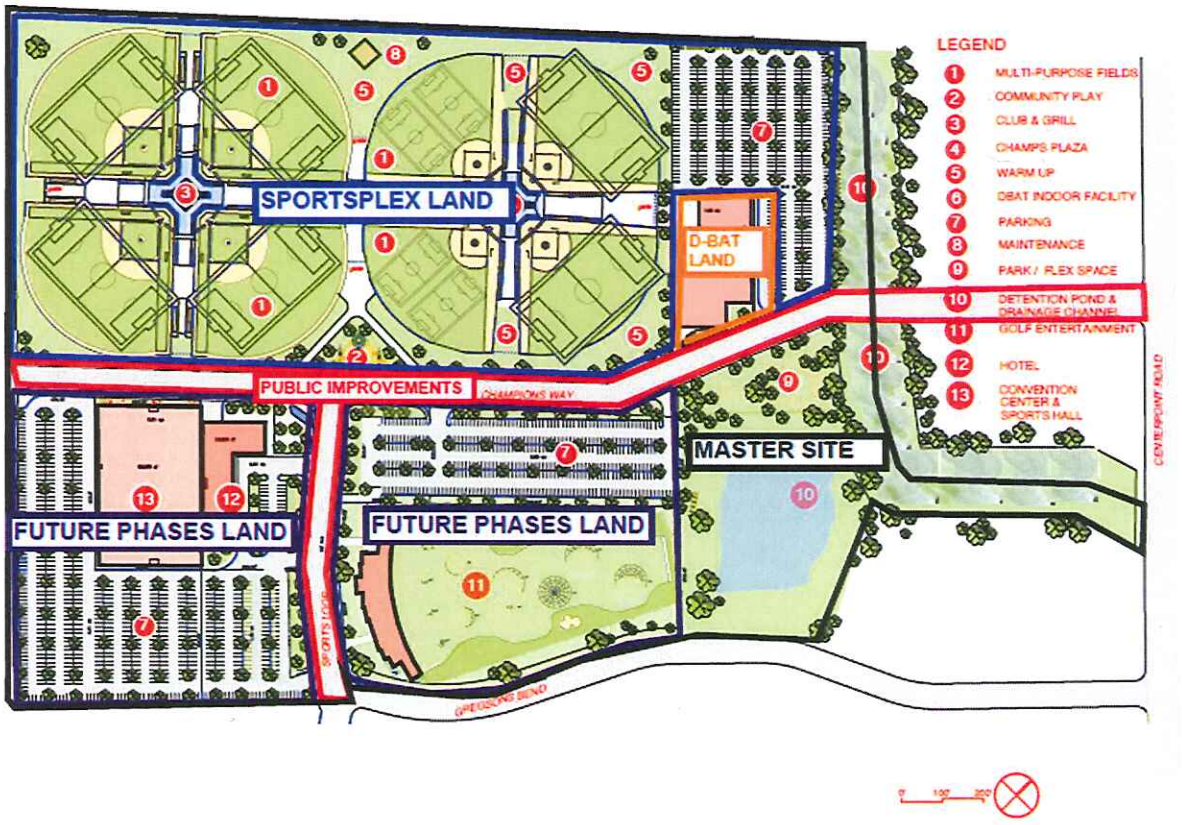


EXHIBIT B

Public Improvements

Those certain Public Improvements as generally shown on Exhibit A and to be further defined as part of the plat and SPP process.

EXHIBIT C

Form of Special Warranty Deed

AFTER RECORDING, RETURN TO:

Independence Title
Attn; Luci Altenhoff
1911 Corporate Drive, Suite 102
San Marcos, TX 78666

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 WHICH 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.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HAYS	§	

That PURSUANT VENTURES DEVELOPMENT, LLC, a Texas limited liability company ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration paid by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, and to secure the payment of which no lien, express or implied, is retained, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto THE CITY OF SAN MARCOS, TEXAS, a home-rule municipality ("**Grantee**"), that certain tract of real property in Hays County, Texas, as more particularly described on Exhibit "A" attached hereto (the "**Land**"), together with Grantor's interest, if any, in and to (i) all and singular the estates, rights, privileges, (ii) easements and appurtenances, (iii) any adjacent streets, alleys and right-of-ways, and (iv) improvements, plans, permits, applications, and utility and development rights, in each case solely to the extent belonging or in any way

appertaining to the Land (the foregoing being the "**Appurtenances**," and together with the Land, the "**Property**").

TO HAVE AND TO HOLD the Property, together with any and all improvements located thereon and all of the rights, privileges, easements and appurtenances to the extent belonging or appertaining to the Property and such improvements, in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind himself, his heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantor has made no representation or warranty, express or implied, upon which Grantee has relied, as to the condition of the Property, the fitness of the Property for any intended use or purpose, the existence of any hazardous or toxic materials in or on the Property or any other environmental condition of the Property, the availability of utilities or other services to the Land, the workmanship or materials used in the improvements on the Property, or the present or future income that may be generated from the Property, except for the warranty of title set forth in this deed. Grantee acknowledges that it is relying solely upon its investigation and examination of the Property and is satisfied with the condition thereof, and agrees that the Property is being conveyed to Grantee "AS IS" and "WITH ALL FAULTS," with any and all latent and patent defects, except for the warranty of title set forth in this deed.

This conveyance is made by Grantor and accepted by Grantee subject to the reservations and encumbrances and other matters described on Exhibit "B" attached hereto.

Ad valorem taxes for the year 2019 have been prorated as of the date hereof, and Grantee assumes and agrees to pay all taxes for the year 2019, as well as any subsequent years during Grantee's ownership of the Property.

(Signature Page Follows)

(Signature Page To Special Warranty Deed)

EXECUTED to be effective this the __ day of _____, 2019.

GRANTOR:

PURSUANT VENTURES DEVELOPMENT, LLC,
a Texas limited liability company,

By:_____
Name:_____
Title:_____

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2019, by _____, as _____ of Pursuant Ventures Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

GRANTEE'S ADDRESS:

_____
_____
Attn: _____

EXHIBIT A
to Special Warranty Deed

Legal Description

EXHIBIT B
to Special Warranty Deed

Reservations from Conveyance and Permitted Exceptions

Reservations from Conveyance:

Grantor has no rights in, and the conveyance of the Property does not include, any oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it. Notwithstanding the foregoing, Grantor hereby waives all right to use the surface of the Property in relation to the foregoing mineral rights, including without limit all rights of ingress and egress to and from the surface of the Property; provided however that nothing shall restrict or prohibit the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas and other minerals by means of wells that are drilled or mines that are opened on land other than the Property but enter or bottom below the surface of the Property, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property from time to time.

The Property excludes any Appurtenances to the extent belonging or in any way appertaining to any other tract of real property owned by Grantor or an affiliate of Grantor.

Permitted Exceptions:

[To be inserted]

EXHIBIT D

Form of Bill of Sale

BILL OF SALE

This Bill of Sale, Assignment and Assumption (this "**Agreement**") is made as of _____, 2019, by and between PURSUANT VENTURES DEVELOPMENT, LLC, a Texas limited liability company ("**Assignor**"), and THE CITY OF SAN MARCOS, TEXAS, a home-rule municipality ("**Assignee**").

WITNESSETH:

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged Assignor hereby agree as follows:

1. Assignor hereby sells, transfers, assigns and conveys to Assignee the following:

(a) All of the equipment, machinery, furniture, furnishings, supplies and other tangible personal property and fixtures ("**Personalty**"), if any, owned by Assignor, and located on, and used in connection with the management, maintenance or operation of that certain land and improvements located in Hays County, Texas as more particularly described in **Exhibit A** attached hereto and made a part hereof ("**Real Property**").

(b) All of Assignor's intangible personal property to the extent related to the Real Property and the improvements located thereon (the "**Improvements**"), including: (1) the plans and specifications and all other architectural and engineering drawings for the Improvements, if any (to the extent assignable); (2) active warranties and guaranties (if any and to the extent assignable); (3) contract rights related to the construction, operation, or ownership of the Real Property, if any (but only to the extent assignable and only to the extent Assignor's obligations occurring, accruing or arising after the date of this Agreement thereunder are expressly assumed by Assignee pursuant to this Agreement); governmental entitlements, permits, approvals, licenses, or similar documents, if any (to the extent assignable); and (4) all utility deposits, if any, to the extent assignable (collectively the "**Intangible Personal Property**").

The Personalty and Intangible Personal Property being transferred and conveyed hereunder excludes any Personalty or Intangible Personal Property belonging or in any way appertaining to other real property or improvements owned by Assignor or an affiliate of Assignor.

2. This Bill of Sale, Assignment and Assumption is given pursuant to that certain Purchase and Sale Agreement (the "**Purchase Agreement**") dated as of _____, 2019, between Assignor and Assignee, providing for, among other things, the conveyance of the Real Property and Improvements thereon.

3. Assignee hereby accepts the assignment of the Personalty and the Intangible Personal Property and agrees to assume and discharge, in accordance with the terms thereof, all of the obligations thereunder from and after the date hereof.

4. To the full extent permitted at law, Assignee agrees to indemnify and hold harmless Assignor from any cost, liability, damage or expense (including attorneys' fees) arising out of or relating to Assignee's failure to perform any of the foregoing obligations arising from and accruing on or after the date hereof.

5. To the full extent permitted at law, Assignor agrees to indemnify and hold harmless Assignee from any cost, liability, damage or expense (including attorneys' fees) arising out of or relating to Assignor's failure to perform any of the obligations of Assignor under the Contracts assigned to Assignee, to the extent arising from and accruing prior to the date hereof.

6. This Bill of Sale, Assignment and Assumption may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

7. This Bill of Sale, Assignment and Assumption shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURES AND NOTARY CERTIFICATIONS ON FOLLOWING PAGES]

(Signature Page To Special Warranty Deed)

EXECUTED to be effective this the __ day of _____, 2019.

GRANTOR:

PURSUANT VENTURES DEVELOPMENT, LLC,
a Texas limited liability company,

By:_____
Name:_____
Title:_____

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2019, by _____, as _____ of Pursuant Ventures Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

GRANTEE'S ADDRESS:

_____
_____
Attn: _____

EXHIBIT E

Form of Lease

[See attached]

COMMERCIAL LEASE OF REAL & IMPROVED PROPERTY

This Lease is executed by the Parties hereto to be effective as of _____, 20__ (the "Effective Date").

1. PARTIES: The Parties to this Commercial Lease ("Lease") are:

Landlord: City of San Marcos
City Hall, 630 E Hopkins Street
San Marcos, TX 78666

Tenant: SM Baseball Investments, LLC
415 N. Guadalupe Street, Suite 400
San Marcos, TX 78666

Collectively, the Landlord and the Tenant shall be referred to as the "Parties".

2. LEASED PREMISES:

A. Land: As of the Effective Date hereof, Landlord is the owner of fee simple title in that certain tract of land depicted in Exhibit "A" (the "Land").

B. Lease: Landlord hereby agrees to lease to Tenant, and Tenant agrees to lease from Landlord, subject to the terms contained herein, an athletic field complex generally consisting of eight (8) multi-purpose, fully synthetic turf fields, concession areas and parking stalls ("Outdoor Premises") constructed on the Land.

C. Intentionally Left Blank.

D. Landlord Obligations to Tenant: Landlord shall deliver the Outdoor Premises to the Tenant in good condition, with the improvements constructed in accordance with the final approved plans and specifications for the Outdoor Premises.

E. Tenant Obligations to Landlord: Tenant shall manage and operate the Outdoor Premises, as specified herein, in a first class manner consistent with industry standards for the operation of similar types of first class facilities.

F. Access to Outdoor Premises: Subject to Section 12 below, Tenant, through its employees or agents, shall have the primary responsibility for access to the Outdoor Premises by unlocking and locking the access points. Tenant further agrees that the Landlord's police and fire departments will be provided with duplicate keys to the access points of the Outdoor Premises for use in obtaining access to the Outdoor Premises for security patrols and in the case of emergencies.

3. TERM:

A. Initial Term: The initial term of this Lease is 25 years, which will begin on the Commencement Date as defined in paragraph 3.D ("Initial Term").

B. Option Period: Tenant will have two (2) option periods of five (5) years each ("Option Period(s)") in length immediately following the Initial Term and under the same terms and conditions as set forth in this Lease. Tenant shall give Landlord written notice of its intention to exercise an Option Period at least 180 days before the Initial Term expires and at least 180 days before the first Option Period expires if the second Option Period is to be exercised.

C. Certificate of Occupancy: The Landlord will deliver the Outdoor Premises to the Tenant under a fully approved and final certificate of occupancy.

D. Commencement Date: The Commencement Date will be the date that is ten (10) business days following the Effective Date. The Parties shall execute the Commencement Date Declaration attached hereto as Exhibit "B", setting forth the Commencement Date and expiration date of the Initial Term.

4. RENT AND EXPENSES:

A. Base Monthly Rent: Within ten (10) days following the first day of each month during the Lease, Tenant shall pay Landlord the monthly rent due, if any. However, the Landlord and Tenant agree that following the Commencement Date, the initial 24 months of the Lease will have a monthly rent of $0.00 ("Initial Period Rent"). Beginning on the 1st day of the 1st full month following the expiration of the Initial Period Rent, the monthly rent will be calculated based upon the demonstrated number of Tournaments or number of Teams, whichever is greater, participating in events at the Outdoor Premises from the immediately prior 12 months as outlined in the table below:

# of Tournaments		**# of Teams**		**Monthly Base Rent as % of Annual Debt Service**	**Monthly Base Rent in $ based on ADS of $_____**
FROM	**TO**	**FROM**	**TO**		
0	4	0	80	75%	$
5	7	81	140	50%	$
8	10	141	200	25%	$
11	19	201	399	10%	$
20+		400+		0%	$

For example, if there were 10 Tournaments and 210 Teams during months 13-24, then the monthly base rent for month 25 would be an amount equal to 1/12th of the product of 10% of the annual debt service. The term "Tournaments" as used herein shall mean a sporting or recreation event conducted by the Tenant of any age group consisting of a minimum of 20 teams or 200 participants. A "Team" shall be defined as a minimum number of 10 participants per team playing in the event within San Marcos, TX.

B. Debt Service Escrow: Starting on the first full month following the Initial Period Rent and continuing through the Initial Term and any Option Period(s), if the Tenant has failed or fails to achieve the top level of traffic volume as outlined in the table in Section 4.A (e.g. generate an average of 20 or more Tournaments or host more than 400 Teams annually for the prior two (2) years), an escrow deposit equal to $_____ (which amount is equal to 25% of the Landlord's annual debt service related to the Outdoor Premises) shall be made. If such deposit is required to be made, then within thirty (30) days following the achievement of the top level of traffic (either number of Tournaments or number of Teams) outlined in the table in Section 4.A for the prior 12 consecutive months, ½ of such deposit shall be returned to Tenant; and upon the earlier of (a) the expiration or earlier termination of the Lease or (b) achievement of the top level of traffic outlined in the table in Section 4.A annually for two (2) years, the balance of the escrow deposit, if any, shall be returned to Tenant.

C. Place of Payment: Tenant shall remit any and all amounts due to Landlord under this Lease to the following person at the place stated or to such other person or place as Landlord may designate in writing:

City Manager
City of San Marcos
City Hall, 630 E Hopkins Street
San Marcos, TX 78666

D. Method of Payment: Tenant shall pay any rent charges owed and due under this Lease by check and Landlord will provide receipt upon request. Tenant shall pay all rent timely without demand, deduction, or offset, except as permitted by law or this Lease.

E. Late Charges: If Landlord does not receive the applicable rent payment at the designated place of payment within 15 days after the date it is due, Tenant shall pay Landlord a late charge equal to 10% of the monthly payment amount. The late charge is a cost associated with the collection of rent and

Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under the section pertaining to Tenant Default.

F. Returned Checks: Tenant shall pay Landlord the applicable fee for each check that Tenant tenders to Landlord that is returned by the institution on which it is drawn for any reason, plus any late charges, until Landlord receives payment. Such fee and late charges will be set by the City of San Marcos at the rate in effect as of the Effective Date of this Lease by adoption of its fee schedule.

G. Records and Audit: Tenant shall maintain a complete set of books and records in connection with all aspects of and specific to this Lease relating to its revenues, which as used here means tournament team entries, showcase entries, tournament team entry fees and showcase player entry fees, which books and records Tenant shall keep and maintain in accordance with generally accepted accounting practices and procedures. Said books and records shall at all reasonable times be available for inspection, copying, audit and examination by Landlord or by properly designated employees or agents of Landlord. Landlord has the right, such right not to be exercised more frequently than once every year, to audit the books and records of Tenant.

    i. Hotel Occupancy Tax Tracking: Tenant, with assistance from the Landlord and Convention and Visitors Bureau for the City of San Marcos, shall work to provide to Landlord periodic, but no less than semi-annually, estimates of hotel occupancy impact generated from events hosted by Tenant's efforts. The methodology of creating such estimates and form of reports shall be collaborated on between Tenant, Convention and Visitors Bureau, and Landlord (or its designated representative for oversight of this Lease).

H. All Charges Deemed Rent: Rent and all other amounts becoming payable by Tenant under this Lease constitute rent payable hereunder, and in the event Tenant fails to pay any such amount when due according to the provisions of this Lease, Landlord has all remedies available hereunder or at law or in equity for failure to pay rent. Other than an event of Force Majeure or Casualty or as otherwise expressly set forth in this Lease, no happening, event, occurrence, or situation during the Initial Term or Option Period(s), whether foreseen or unforeseen, and however extraordinary, shall relieve Tenant from its liability to pay rent and other charges payable by Tenant under this Lease or relieve Tenant from any of its other obligations under this Lease.

I. Landlord Costs. Landlord agrees to pay all of the following expenses: (a) any expenses expressly agreed to be paid by Landlord in this Lease, (b) debt service and other payments with respect to any Fee Mortgage (defined below), (c) expenses incurred by Landlord to monitor and administer this Lease,

unless otherwise expressly provided in this Lease, (d) expenses incurred by Landlord in the ownership, leasing, management, operation, maintenance, repair, use or occupancy of the Premises with respect to periods prior to the Commencement Date (subject to adjustment of Impositions as provided in Section 5 below), (e) direct expenses incurred in connection with City Sponsored Uses (as defined below), including maintenance and repair costs and expenses payable to vendors providing services to Landlord for City Sponsored Uses, and (f) other expenses that are personal to the Landlord, including Landlord's income taxes, if any.

5. TAXES AND OWNERSHIP BY LANDLORD:

A. Tenant is responsible for and shall pay, or cause to be paid, directly to the applicable governmental authority charged with collection thereof, all applicable state, local, and use taxes for its use, sales, and services of or conducted upon the Outdoor Premises ("Impositions"). The term Impositions as used herein shall not include (i) any tax imposed on Landlord's income or receipts (whether net or gross), or (ii) any mortgage recording tax imposed with respect to any Fee Mortgage, or (iii) any ad valorem property taxes on the Project Site (such ad valorem taxes, if any, to be handled in the manner set forth in Section 5.B below). Tenant shall deliver to Landlord photostatic copies of the receipted bills or other evidence reasonably satisfactory to Landlord showing the payment of such Impositions promptly upon request. If a Leasehold Mortgage (defined below) requires escrow payments of any of the Impositions to the holder of such Leasehold Mortgage, Tenant may pay such Impositions to such holder; provided that the foregoing shall not relieve Tenant of its obligation to cause all Impositions to be timely paid to the applicable governmental authorities or to provide Landlord with proof of timely payment following receipt of written request.

B. Landlord and Tenant understand, acknowledge, and agree that title to the Land and the Outdoor Premises (collectively referred to as the "Project Site") shall at all times during the Lease be vested in Landlord and pursuant to Texas Tax Code Section 25.07(b)(4)(B), the Parties believe that the Lease and operation of the Outdoor Premises by Tenant will not render the Project Site subject to any ad valorem property taxes. In the event all or any portion of the Project Site is deemed taxable, Landlord shall promptly notify Tenant in writing (the date of such notice being referred to herein as the "Tax Notification Date") of such event; and Landlord and Tenant shall have 90 days from the Tax Notification Date to negotiate, in good faith, for possible amendments to the terms of this Lease to permit the Project Site to be considered tax exempt in the future and/or to address the future responsibility for payment of ad valorem property taxes in subsequent years, together with any associated modifications to the rent structure and other terms of this Lease to account for such taxes (the "Negotiation Period"). If the parties are unable to reach agreement regarding amendments to this Lease or Landlord does not elect to

assume responsibility for payment of the ad valorem taxes during the Negotiation Period, Tenant may, by delivering written notice to Landlord within ten (10) days following the end of such Negotiation Period, either (i) elect to pay such ad valorem taxes, in which event the Lease shall remain in effect, or (ii) terminate this Lease, in which event the Lease shall terminate on the last day of the 12th calendar month following the date of such notice from Tenant (the "Wind-Down Period"), unless extended as set forth below. Tenant shall have the right to extend the Wind-Down Period by up to an additional 12 months (the "Wind-Down Extension Period") by giving written notice of such election to Landlord (which notice must state the number of months by which Tenant desires to extend the Wind-Down Period) and which notice must be given on or before the date that is 180 days prior to the expiration of the Wind Down Period. If Tenant timely delivers such notice, then this Lease shall terminate as of the expiration of the Wind-Down Extension Period. Landlord shall be responsible for the payment of any ad valorem taxes due for any calendar year in which the Negotiation Period and/or Wind-Down Period (if any) occurs; and Landlord and Tenant shall each be responsible for 50% of any ad valorem taxes due for the Wind-Down Extension Period (if any).

C. Based upon Landlord's continued ownership of the Project Site and public use, Tenant shall cooperate with Landlord in any efforts by Landlord to obtain a determination regarding the tax-exempt status and to defend the tax exempt status of the Project Site. For so long as such tax-exempt status remains in effect, Tenant shall make every effort to continue management and operation of the Outdoor Premises in the manner described herein so as to maintain such tax exempt status.

6. UTILITIES:

A. Except as provided herein, Tenant shall pay all charges with respect to utilities serving the Outdoor Premises to include water, sewer, electric, gas, telephone, internet, television and trash. Tenant shall make such payments directly to each applicable utility provider. Prior to occupancy, Landlord shall have meters installed for the applicable utilities and Tenant shall set up accounts in its name for all utilities within 30 days from the Commencement Date. Notwithstanding the foregoing, Landlord shall be responsible for its share of utilities for the Outdoor Premises during any City Sponsored Uses (including SMYBSA events), to the extent such utility usage is in excess of reasonable and customary usage.

B. Landlord is not liable for any interruption in utility services to the Outdoor Premises, and in no event, other than interruptions directly caused by the actions of Landlord or events of Force Majeure or Casualty, shall any payments required under this Lease be modified, adjusted, reduced, or abated as a result of the interruption of utility services. Landlord, however, shall not

be liable for any direct, indirect, or consequential damages, or lost profits arising from such interruption in utility services.

7. INSURANCE

A. Tenant shall maintain in full force and effect the following type of insurance:

i. Commercial general liability insurance for bodily injury, death or property damage, insuring Tenant and naming Landlord as an additional insured, against claims, demands, or actions relating to the Outdoor Premises on an occurrence basis, issued by and binding upon a solvent insurance company licensed to do business in Texas, with a minimum combined single limit of not less than $1,000,000.00 per occurrence for injury to persons (including death), and for property damage or destruction, including loss of use.

ii. Worker's Compensation and Employer's Liability insurance in the minimum amounts required by state law.

B. Before the Commencement Date, Tenant shall provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this Lease is in effect, Tenant shall, not later than 30 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this Lease is in effect, Landlord may: (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant shall immediately reimburse Landlord for such expense; or (2) exercise Landlord's remedies under the section pertaining to Tenant Default.

D. Landlord shall maintain in full force and effect the following types of insurance: (1) special form property insurance in an amount to cover the reasonable replacement cost of the improvements of the Outdoor Premises; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate. If the Outdoor Premises are not encumbered by a Leasehold Mortgage: (a) the property insurance policy must expressly provide that any losses thereunder will be adjusted with Landlord, Tenant, and any Fee Lender; (b) include a standard Texas mortgagee endorsement with respect to each Fee Lender; and (c) all proceeds paid under such policies must be applied in accordance with the requirements of this Lease. If the Premises are encumbered by a Leasehold Mortgage, the provisions of Section 38 govern with respect to loss payee status and application of mortgage proceeds.

8. USE AND HOURS; TENANT OPERATION OF ADJACENT D-BAT FACILITY:

A. Tenant may use the Outdoor Premises for events associated with sports and recreation, sales of equipment and concessions, the scheduling, marketing and managing of sports and recreation events along with other outdoor activities.

B. Tenant may use or allow the use of the field lights until 12:00 AM subject on occasion to a reasonable extension of such times due to weather events, field maintenance, or other circumstances. Where Tenant wishes to use the lights beyond these times for Tournaments and similar events, it must receive prior written approval from Landlord, such approval not to be unreasonably withheld, conditioned, or delayed.

C. The operating hours of the Outdoor Premises shall be at Tenant's discretion, provided that Tenant continues to meet all other terms and conditions for the management and operation of the Outdoor Premises contained herein.

D. It is anticipated by the Parties hereto that Tenant (or its affiliate) shall construct an indoor sports training facility, that is officially franchised by D-BAT and legally authorized to use the "D-BAT" moniker, consisting of approximately 30,000 square feet of indoor space, anticipated to feature up to 12 retractable training "cages", indoor practice spaces, weight training facility, cross-functional speed and agility drill area, a yoga/personal wellness room, a computer resource center and individual study rooms for after-school programs and tutoring sessions for the youth of the community (defined as the "D-BAT Facility"), or a similar sports, recreation, or entertainment facility that complements or enhances the Outdoor Premises (referred to herein as the "Alternative Facility"), on that certain real property containing approximately 1.5 acres of land located adjacent to the Outdoor Premises (the "D-Bat Land"). Once such D-Bat Facility or Alternative Facility is constructed and during the remainder of the term of this Lease, Tenant (or an affiliate of Tenant) shall continue to operate such D-Bat Facility or Alternative Facility on the D-Bat Land. Any change in the franchise under which Tenant operates the D-Bat Facility or the Alternative Facility or change in the primary use and operation of the D-Bat Land to something other than sports, recreation, or entertain facilities shall be subject to approval of the Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed so long as the Landlord determines that such change continues to complement or enhance the purposes of this Lease.

9. ADVERTISING

A. On or before 30 days after the Effective Date, Tenant shall solicit proposals from persons and entities to offer compensation for the privilege of naming the Outdoor Premises ("Outdoor Premises Name") to be presented to the

Landlord for approval. The Landlord, in its sole discretion, shall have final approval over any such naming privileges, and any associated terms and conditions. The parties shall endeavor to agree to the Outdoor Premises Name on or before 180 days after the Commencement Date. If such approved naming privileges expire before the end of the Term of this Lease, Tenant shall, at least 90 days before such expiration, solicit new proposals for approval by the Landlord as provided above. Tenant shall make an annual payment to the Landlord equal to 20.00% of the annual revenue received by Tenant through the sale of the Outdoor Premises Name.

B. Other than the Outdoor Premises Name, Tenant shall have sole right to negotiate, execute, and perform all contracts concerning the sale, promotion, marketing, and the use of all names, trademarks, trade names, logos, and similar intellectual property rights related to the Outdoor Premises.

C. Tenant has the right to display advertising relevant to its services and products.

D. In connection with any advertising or promotional material relative to the Outdoor Premises, Tenant shall use reasonable, good faith efforts to include therein the use of the words "San Marcos, Texas". In connection therewith, Landlord does hereby grant to Tenant the personal and nontransferable right and license to use the service mark of the City of San Marcos (which service mark and any updates thereto shall be provided by Landlord to Tenant) in the development and promotion of the Outdoor Premises. The right granted to Tenant herein shall not be assigned, transferred, or otherwise conveyed without Landlord's prior written consent. Tenant acknowledges Landlord's exclusive right, title, and interest in and to the service mark and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title, and interest. In connection with the use of the service mark, Tenant shall not in any manner represent that it has any ownership in the service mark or registration thereof, and Tenant acknowledges that use of the service mark shall not create in Tenant's favor any right, title, or interest in or to the service mark, but all uses of the service mark by Tenant shall inure to the benefit of Landlord. Upon termination of this Lease, Tenant will cease and desist from all use of the service mark in any way (and will, at Landlord's written request, deliver up to Landlord, or its duly authorized representatives, all material and papers upon which the service mark appears), and Tenant shall at no time adopt or use, without Landlord's prior written consent, any word or mark which is likely to be similar to or confusing with the service mark.

E. Notwithstanding the foregoing, nothing in this section shall prevent the San Marcos Youth Baseball/Softball Association ("SMYBSA") from conducting marketing and advertising campaigns during the SMYBSA Season, as defined in Section 12, and from displaying banners or other advertisements

paid for by SMYBSA league sponsors on fields being used by SMYBSA during SMYBSA games and tournaments, at no cost to Tenant. Any such signage, marketing or advertising by SMYBSA must be reasonably acceptable to Tenant, including, size, format, materials, location, method of installation and removal. Banners are acceptable format of advertising. Tenant reserves the right to remove or to require SMYBSA, to remove any such advertising during any such time that the applicable field is not be used by SMYBSA or for an SMYBSA event.

10. CONCESSIONS:

A. Concessions, concessions equipment, labor, menu scheduling, product pricing, receipt of revenues and payment of expenses are the responsibility of Tenant. Tenant shall be responsible for all licenses or permits required for concession operation and for maintaining all health standards required by law to operate concessions.

B. Tenant may provide and operate mobile and/or temporary concession carts and/or kiosks during tournaments and similar events.

C. Tenant has the right to enter into contracts with Tenant's choice of vendors for the concessions.

D. Tenant shall be allowed to sell, serve, distribute, give away, or store alcoholic beverages at the Outdoor Premises, except as otherwise reasonably determined by the Landlord for City Sponsored Uses pursuant to Section 12.

11. MERCHANDISE: Tenant has the sole right to sell merchandise. All merchandise revenue is the property of the Tenant, except as otherwise reasonably determined by the Landlord for City Sponsored Uses pursuant to Section 12.

12. SCHEDULING, FEES AND CITY SPONSORED USE:

A. For 183 days per year (or more with Tenant' approval as reflected by the Approved Schedule, as defined below), Landlord shall have the right to the use and possession of the Outdoor Premises, or any portion thereof in accordance with the Approved Schedule for sports leagues, recreation and entertainment activities sponsored by the City of San Marcos and the City's parks and recreation programs (including SMYBSA) and for other de minimus uses (collectively, the "City Sponsored Uses"). In the case of City Sponsored Uses proposed to be held at the Project Site by the City of San Marcos, the Landlord will, first, coordinate with Tenant to ensure that the proposed event will not compromise the integrity of any fields or artificial turf, adversely affect the improvements located at the Project Site, result in excess wear and tear on the Outdoor Premises, cause an increase in maintenance or repairs, or interfere with the uses of Tenant under Lease. All

City Sponsored Uses shall be scheduled in advance with Tenant in accordance with the terms of this Lease. For each City Sponsored Use activity included in the Approved Schedule, Landlord shall provide a written determination to Tenant at least 180 days in advance of the event whether it will require security, concessions, janitorial services, or other management/operational services, and/or the use of Tenant's staff for operations and management of the Outdoor Premises during the event and Tenant shall provide a cost estimate for such services. Unless Landlord engages Tenant's staff for operations and management of the Outdoor Premises during the applicable City Sponsored Use event, or unless Tenant has an event that is commencing prior to, or ending later than, the City Sponsored Use event, Landlord shall be responsible for opening and closing the Outdoor Premises at the beginning and end of such event. If Landlord agrees with the cost estimate provided by Tenant, it shall notify Tenant in writing within fifteen (15) days after receipt of such cost estimate and Landlord shall pay such costs within 30 days after conclusion of the event. If Landlord does not agree with the cost estimate, Landlord shall notify Tenant in writing within fifteen (15) days after receipt of such cost estimate and, if such notice is timely provided, Landlord shall provide, at Landlord's expense, all, or just the components objected to, of the foregoing services directly or through third parties and shall provide Tenant evidence that Landlord has engaged third parties or has personnel to provide the foregoing services. Any vendors engaged by Landlord for City Sponsored Uses shall provide proof of insurance (in amounts and types as required to be carried by Tenant hereunder and naming Tenant as an additional insured) and shall not interfere with any events or operations at the Outdoor Premises. SMYBSA events shall be considered City Sponsored Uses for purposes of this paragraph. However, the manner of scheduling, charging fees and other operational matters related to such SMYBSA events are modified as set forth in subsection 12.B. below.

Subject to the foregoing and the remainder of this Section 12, Tenant shall have the sole right to schedule events at the Outdoor Premises, including charging and collecting a fee for the use of the Outdoor Premises.

B. SMYBSA Use.

i. Tenant shall work closely with SMYBSA for the scheduling of SMYBSA's regular season practices and games, which are held each year between March 1st and June 30th ("Peak Season" or "SMYBSA Season"). On or before September 30 of each year, Landlord shall provide to Tenant a tentative written schedule of the upcoming SMYBSA Season, which must include dates, times, and number of fields requested (not to exceed six) on such dates and times, plus potential make-up dates for weather related cancellations, as well as the proposed fee schedule. Subsequently,

and on or before October 31 of each year, Landlord and Tenant shall agree on a final written schedule of the SMYBSA Season, to include dates, times, number of fields requested (not to exceed six) on such dates and times, and make-up dates for weather related cancellations, which schedule shall be part of the Approved Schedule for such year.

ii. Tenant shall permit SMYBSA's use of the Outdoor Premises on the specified number of fields (not to exceed six) set forth in the Approved Schedule from 5:00 PM to 10:00 PM each Monday, Tuesday, Wednesday and Thursday during the SMYBSA Season. Tenant shall also permit SMYBSA's use of the Outdoor Premises, on two fields, on two weekends (i.e., a consecutive Saturday and Sunday) during the SMYBSA Season, if requested and as set forth in Approved Schedule pursuant to Section 12.B.i. above.

iii. SMYBSA shall be responsible for providing any umpires, referees, or officials for SMYBSA events, as well as scoreboard operators. SMYBSA shall be responsible for cleaning dugouts, seating areas, etc. at the end of each day after using the Outdoor Premises.

C. Scheduling of City Sponsored Uses. Tenant shall coordinate with Landlord for the scheduling of City Sponsored Uses (other than SMYBSA use, which shall be scheduled as set forth in Subsection 12.B. above). On or before September 30 of each year, Landlord shall provide to Tenant a tentative written schedule of City Sponsored Uses of the Outdoor Premises for the upcoming calendar year, which must include dates, times, and number of fields requested on such dates and times, plus potential make-up dates for weather related cancellations. City Sponsored Uses shall be concentrated primarily on Monday-Thursday, subject to the Approved Schedule. On or before October 31 of each year, Landlord and Tenant shall agree on a final written schedule of the City Sponsored Uses for the upcoming calendar year, to include dates, times, number of fields requested on such dates and times, and make-up dates for weather related cancellations (herein referred to as the "Approved Schedule"), as well as the fee schedule for such use. Such Approved Schedule shall, at a minimum, permit Tenant to use the Outdoor Premises at least one (1) full calendar week during Peak Season, as well as holidays and weekends (Friday-Sunday) during non-Peak Season to enable Tenant to promote sports tourism.

D. Where available and subject to any applicable fees, ordinances, policies and regulations of Landlord, Landlord agrees to provide the use of Landlord-owned and operated sports and recreation fields to the Tenant as needed for approved uses.

E. Tenant shall provide exclusive use of indoor storage space containing approximately 200 square feet of space dedicated for use by SMYBSA at the Outdoor Premises (or alternate space agreed to by SMYBSA) for the purpose of storing equipment such as baseballs, helmets, bats and other necessary equipment. Tenant shall have no liability for any property stored at the Outdoor Premises, including without limit any liability for any damage to such property or theft thereof. SMYBSA or the Landlord shall be responsible for insuring its property stored at the Outdoor Premises.

F. In addition to the foregoing City Sponsored Uses, Tenant shall reasonably cooperate in partnership with Landlord to promote and showcase the Outdoor Premises for economic development prospects, visiting dignitaries and non-profit groups. Upon receipt of written request from Landlord, Tenant, at no out-of-pocket cost to Tenant, shall reasonably cooperate in good faith with Landlord to obtain discounted or free tickets to events at the Project Site (subject to availability) for such economic development prospects, visiting dignitaries or non-profit groups.

G. Tenant shall maintain a complete set of books and records in connection with all events booked for use of the Outdoor Premises. Upon termination of this Lease for any reason, Tenant shall provide to the Landlord copies of all such books and records related to events scheduled to occur after the date of termination of this Lease. Such books and records shall include: i) names and contact information sufficient to enable the Landlord to contact and communicate with the persons or entities that booked the events; ii) information regarding the nature of each event and any known staffing and resources required to host each such event to enable the Landlord to reasonably prepare for and honor the booking for the event, if possible; and iii) an accounting of all deposits received and fees yet to be collected for such events.

13. **RESTRICTED USES:** Tenant may not use or permit any part of the Outdoor Premises to be used for:

A. any activity which is a nuisance or dangerous;

B. any activity that violates any applicable law, regulation, zoning ordinance, governmental order, or this Lease;

C. any hazardous activity that would require any insurance premium on the Outdoor Premises to increase or that would void any such insurance;

D. to cut timber, conduct mining operations, remove sand, gravel, or kindred substances from the ground, commit waste of any kind, nor in any manner substantially change the contour or condition of the Land; and

E. outdoor storage except for the customary items that are normally stored outside under normal operating procedures

14. SPECIFIC COVENANTS REGARDING ENVIRONMENTAL MATTERS:

A. Tenant and Landlord each covenant that (i) it shall not cause any toxic or hazardous substances, including, without limitation, asbestos and the group of organic compounds known as polychlorinated biphenyls (except such substances as are used in accordance with law), to be generated, treated, stored, or disposed of, or otherwise deposited in or located on, or released on or to the Outdoor Premises; (ii) it will not engage in and will not permit any other party to engage in any activity on the Outdoor Premises which would cause (a) the Outdoor Premises to become a hazardous waste treatment storage or disposal facility within the meaning of, or otherwise bring the Outdoor Premises within the ambit of, the Resource Conservation and Recovery Act of 1975 ("RCRA"), 42 U.S.C. § 6901, et seq., as amended, or any similar state law or local ordinance or other environmental law, (b) a release or threatened release of a hazardous substance from or to the Outdoor Premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601¬ 9657, as amended, or any similar state law or local ordinance or any other environmental law, or (c) the discharge (except in accordance with applicable law) of pollutants or effluents into any water source or system, or the discharge (except in accordance with applicable law) into the air of any emissions, which would require a permit under the Federal Water Pollution control Act, 33 U.S.C. § 1251, et seq., or the Clean Air Act, 42 U.S.C. §§ 7401, et seq., or any similar state law or local ordinance or any other environmental law; (iii) it will not permit any substance or conditions in or on the Outdoor Premises which might support a claim or causes of action under RCRA, CERCLA, or any other federal, state, or local environmental statutes, regulations, ordinances, or other environmental regulatory requirements. As used herein, the terms "Hazardous Waste" and "Hazardous Materials" shall mean hazardous substances; and the terms "hazardous substance" and "release" shall have the meanings specified in CERCLA; and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in RCRA; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment, provided, further, to the extent that the laws of the State of Texas establish a meaning for such terms which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

B. In the event Tenant or Landlord is obligated by any applicable federal, state, or local law, ordinance, or regulation or otherwise directed by any governmental agency or authority, to clean up, remove, or encapsulate or cause the clean up, removal, or encapsulation of any Hazardous Wastes

and/or Hazardous Materials or asbestos or material containing asbestos from the Outdoor Premises and provided Tenant caused such condition, Tenant hereby agrees to Landlord that Tenant (i) shall promptly undertake to arrange for such clean up, removal, and disposal in accordance with all governmental regulations, (ii) shall exercise its best efforts to insure that such clean up and removal shall be conducted in a timely and diligent manner, and (iii) hereby assumes the costs and expense, including any fines, of such clean up and removal unless such condition is determined to have existed on the Outdoor Premises prior to the Commencement Date or has resulted from Landlord's activities, in which case, Landlord shall be responsible for, and shall assume the obligations set forth in (i)-(iii) above, including without limit the cost and expense of such cleanup. The above obligation of Tenant contained in this section shall only apply to any act or omission of Tenant or Tenant's officers, principals, employees, agents, contractors or subcontractors.

C. In the event that any lien is recorded or filed against the Outdoor Premises with respect to Tenant's activities and pursuant to any governmental regulations regarding hazardous materials, hazardous wastes, or asbestos, Tenant hereby guarantees to Landlord that Tenant shall, not later than 30 days following the filing of such lien, satisfy the claim and cause the lien thereunder to be discharged of record or bonded around, unless such condition is determined to have existed on the Outdoor Premises prior to the Commencement Date or has resulted from Landlord's activities in which case, Landlord shall be responsible for, and shall assume the cost and expense of, satisfying the claim or causing the lien to be discharged.

D. IN ADDITION TO THE FOREGOING, TENANT SHALL, WITH RESPECT TO ITS USE ONLY, PROTECT, DEFEND, INDEMNIFY AND SAVE HARMLESS LANDLORD, AND LANDLORD'S OFFICERS, ELECTED AND APPOINTED OFFICIALS, AGENTS, EMPLOYEES, AND REPRESENTATIVES FROM AND AGAINST ALL LOSS, COST, DAMAGE, LIABILITY, OBLIGATION, CAUSES OF ACTION, FINE, PENALTY, OR EXPENSE (INCLUDING ATTORNEY'S FEES AND EXPENSES FOR INVESTIGATION, INSPECTION, REMOVAL, CLEAN UP, AND REMEDIAL COSTS INCURRED TO PERMIT CONTINUED OR RESUME NORMAL OPERATION OF THE OUTDOOR PREMISES), IMPOSED UPON OR INCURRED BY OR ASSERTED AGAINST LANDLORD, ITS OFFICERS, OFFICIALS, EMPLOYEES OR AGENTS BY REASON OF: (i) THE PRESENCE, DISPOSAL, ESCAPE, SEEPAGE, LEAKAGE, SPILLAGE, DISCHARGE, EMISSION, RELEASE, OR THREATENED RELEASE OF ANY HAZARDOUS MATERIALS AND/OR HAZARDOUS WASTES ON, FROM, OR AFFECTING THE OUTDOOR PREMISES; (ii) ANY PERSONAL INJURY (INCLUDING WRONGFUL DEATH) OR PROPERTY DAMAGE OR DESTRUCTION (REAL OR PERSONAL) ARISING OUT OF OR RELATED TO SUCH HAZARDOUS WASTES, HAZARDOUS MATERIALS OR ASBESTOS;

(iii) ANY LAWSUIT BROUGHT OR THREATENED, SETTLEMENT REACHED, OR GOVERNMENT ORDER RELATING TO SUCH HAZARDOUS WASTES, HAZARDOUS MATERIALS, OR ASBESTOS; OR (iv) ANY VIOLATION OF LAWS, ORDERS, REGULATIONS, REQUIREMENTS, OR DEMANDS OF GOVERNMENTAL AUTHORITIES, WHICH ARE BASED UPON OR IN ANY WAY RELATED TO SUCH HAZARDOUS WASTES, HAZARDOUS MATERIALS OR ASBESTOS INCLUDING, WITHOUT LIMITATION, THE COSTS AND EXPENSES OF ANY REMEDIAL ACTION, ATTORNEY AND CONSULTANT FEES, INVESTIGATION AND LABORATORY FEES, COURT COSTS, AND LITIGATION EXPENSES. THE ABOVE AND FOREGOING OBLIGATION CONTAINED IN THIS SECTION SHALL ONLY APPLY TO ANY ACT OR OMISSION OF TENANT OR TENANT'S OFFICERS, PRINCIPALS, EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS IN CONNECTION WITH ANY ACTUAL LOSS, COST, DAMAGE, LIABILITY, OBLIGATION, CAUSES OF ACTION, FINE, PENALTY OR EXPENSE (INCLUDING ATTORNEY'S FEES AND EXPENSES FOR INVESTIGATION, INSPECTION, REMOVAL, CLEAN UP, AND REMEDIAL COSTS INCURRED TO PERMIT CONTINUED OR RESUME NORMAL OPERATION OF THE OUTDOOR PREMISES), IMPOSED UPON OR INCURRED BY OR ASSERTED AGAINST LANDLORD, ITS OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES BY REASON OF SUBPARTS (i) THROUGH (iv) OF THIS SECTION AND FOR WHICH SUCH CONDITION WAS NOT A PRE-EXISTING CONDITION OF THE OUTDOOR PREMISES PRIOR TO THE COMMENCEMENT DATE.

15. **SIGNS:** Subject to Section 9, Tenant has the sole right to install signage throughout the Outdoor Premises, which signage shall be in compliance with all applicable laws and ordinances. Other than revenue related to the Outdoor Premises Name, all revenue related to signage and other advertising is the property of the Tenant.

16. **MOVE-IN CONDITION:** Tenant has the right to inspect the Outdoor Premises prior to the Commencement Date.

17. **MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:**

    A. At the time this Lease ends, Tenant shall surrender the Outdoor Premises in good and clean condition, subject to normal wear and tear and damage by casualty. Tenant shall leave the Outdoor Premises in a clean condition free of all trash, debris, personal property, hazardous materials and environmental contaminants.

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

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

D. By providing 60 days written notice to Tenant before this Lease ends, Landlord may require Tenant, upon move-out to remove, without damage to the Outdoor Premises, any or all fixtures that were placed on the Outdoor Premises by the Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and will be automatically surrendered to Landlord at the time this Lease terminates.

18. MAINTENANCE AND REPAIRS OF OUTDOOR PREMISES:

A. Repairs of Conditions Caused by a Party: Tenant shall repair a condition in need of reasonable repair on the Outdoor Premises. Where Tenant knows or believes that the conditions were caused, either intentionally or negligently, by a City Sponsored Use, or by Landlord or Landlord's guests, patrons, invitees, contractors or employees, Tenant will submit a bill to Landlord for payment, and Landlord shall pay such invoice within 30 days of receipt of same. Landlord shall leave the Outdoor Premises in good and clean condition following any City Sponsored Uses, and Landlord shall be responsible for any costs incurred by Tenant in repairing any damage to the Outdoor Premises caused by City Sponsored Uses.

B. Maintenance and Repair by Tenant: Tenant shall maintain and repair the Outdoor Premises and shall maintain, clean and/or repair the following list of items in a healthy and safe operable condition:
   - **i.** Eight (8) multi-purpose fields, common areas and landscaping;
   - **ii.** All sidewalks and parking areas;
   - **iii.** All permanent fencing;
   - **iv.** All lighting;
   - **v.** Striping and preparation of all fields for play;
   - **vi.** Restrooms;
   - **vii.** Heating and cooling systems.

C. Manner of Maintenance and Repair by Tenant: In performing the maintenance, cleaning and repairs of the Outdoor Premises, the Tenant shall:
   - **i.** Maintain all landscaping;
   - **ii.** Provide trash pickup and collection.

D. Cleaning: Tenant shall keep the Outdoor Premises clean and sanitary and dispose of all garbage in appropriate receptacles in a reasonably timely manner. Landlord shall ensure that City Sponsored Use activities cooperate with this effort by placing trash in appropriate containers and leaving the Outdoor Premises in a good and clean condition.

E. Failure to Repair: Subject to the Dispute Resolutions section contained herein, Tenant shall make a repair for which Tenant is responsible within a reasonable period of time after Landlord provides Tenant written notice of the reasonably needed repair or maintenance. If Tenant fails to repair or maintain an item for which Tenant is responsible within 60 days after Landlord provides Tenant written notice of the reasonably needed repair or maintenance, Landlord may (1) repair or maintain the item, without liability for any damage or loss to Tenant and Tenant shall immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under the section pertaining to Tenant Default.

19. ALTERATIONS

A. Tenant shall not alter, including making any penetrations to the roof or foundation, improve, or add, including temporary or permanently installed buildings, to the Outdoor Premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable, nonstructural alterations, modifications, or improvements to the Outdoor Premises.

B. If a governmental order requires alteration or modification to the Outdoor Premises, the Landlord shall perform any such necessary improvements.

C. Any alterations, improvements, fixtures, or additions that are attached to the Outdoor Premises and cannot be removed without damage to the Land or improvements installed by either party during the term of this Lease will become Landlord's property and must be surrendered to Landlord at the time this Lease ends, except for those fixtures Landlord requires Tenant to remove under this Lease or if the parties agree otherwise in writing. Notwithstanding the foregoing, Tenant shall be permitted to remove all trade fixtures and personal property, including without limit, signage, satellite dishes, TVs, radar guns, and other similar equipment.

D. All alterations must be made in a good and workmanlike manner, in compliance with all applicable laws, and in compliance with the requirements of any Leasehold Mortgage and Fee Mortgage and will conform in all material respects with the plans and specifications approved by the building department and, if applicable, the Landlord.

20. **LIENS:** Except for the Leasehold Mortgage, Tenant shall not take any action that will cause the title of the Outdoor Premises to be encumbered in any way. If a lien is filed against the Outdoor Premises related with Tenant's use, Tenant shall, within 30 days after its notice thereof or Landlord's written demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien or bond around such lien. Tenant shall provide Landlord with a copy of any release Tenant obtains.

21. **LIABILITY:** Landlord is NOT responsible or liable to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by an act, omission, or neglect of: Tenant, or Tenant's employees, agents, vendors, guests, patrons, or invitees.

22. **INDEMNITY:** LANDLORD SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM TENANT'S USE OF THE OUTDOOR PREMISES. TENANT, FOR ITSELF AND ITS AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, LICENSEES, CONCESSIONAIRES, INVITEES, SUCCESSORS, AND ASSIGNS, EXPRESSLY ASSUMES ALL RISKS OF INJURY OR DAMAGE TO PERSON OR PROPERTY, EITHER PROXIMATE OR REMOTE, RESULTING FROM THE CONDITION OF THE OUTDOOR PREMISES OR ANY PART THEREOF. TO THE FULL EXTENT PERMITTED BY LAW, TENANT AGREES TO INDEMNIFY AND SAVE HARMLESS LANDLORD AND ITS AGENTS, OFFICERS, AND EMPLOYEES (COLLECTIVELY "INDEMNITIES") FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEY'S FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND ARISING OR ALLEGED TO ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY OCCURRING ON, IN OR ABOUT THE OUTDOOR PREMISES OR BY REASON OF ANY OTHER CLAIM WHATSOEVER OF ANY PERSON OR PARTY OCCASIONED OR ALLEGED TO BE OCCASIONED BY ANY ACT OR OMISSION ON THE PART OF TENANT OR ANY OFFICER, DIRECTOR, SERVANT, AGENT, EMPLOYEE, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, LICENSEE, CONCESSIONAIRE, INVITEE, SUCCESSOR OR ASSIGN, OR BY ANY BREACH, VIOLATION OR NONPERFORMANCE OF ANY COVENANT OF TENANT UNDER THIS LEASE, WHETHER SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE CONCURRENT NEGLIGENCE OF ANY INDEMNITEE. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST ANY INDEMNITEE IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, TENANT, ON NOTICE FROM LANDLORD, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT TENANT'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO LANDLORD. THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL ACTIVITIES OF TENANT WITH RESPECT TO THE OUTDOOR PREMISES. THE ABOVE AND FOREGOING OBLIGATION

CONTAINED IN THIS SECTION SHALL ONLY APPLY TO ANY ACT OR OMISSION OF TENANT OR TENANT'S OFFICERS, PRINCIPALS, EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS. TENANT'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BY LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY TENANT UNDER THIS LEASE. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS LEASE.

23. DEFAULT:

A. Default by Tenant. The occurrence of any one or more of the following events shall constitute a Tenant Default (herein so called) of Tenant under this Lease:

i. If Tenant fails to pay rent or any other amount payable by Tenant hereunder as and when same becomes due and such failure continues for more than 10 days after Landlord gives Tenant written notice of past due rent;

ii. If Tenant attempts to make an unpermitted assignment or sublease of this Lease;

iii. If Tenant fails to maintain in force all policies of insurance required by this Lease and such failure shall continue for more than 30 days after Landlord gives Tenant notice of such failure;

iv. If any petition is filed by or against Tenant or any guarantor of this Lease under any present or future section or chapter of the Bankruptcy Code, or under any similar law or statute of the United States or any state thereof (which, in the case of an involuntary proceeding, is not permanently discharged, dismissed, stayed, or vacated, as the case may be, within 90 days of commencement), or if any order for relief shall be entered against Tenant or any guarantor of this Lease in any such proceedings;

v. If Tenant becomes insolvent or makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors;

vi. If a receiver, custodian, or trustee is appointed for the Tenant or for all or substantially all of the assets of Tenant, which appointment is not vacated within 90 days following the date of such appointment;

vii. If Tenant fails to perform or observe any provision of this Lease and such failure shall continue for more than 30 days after Landlord gives Tenant written notice of such failure, or, if such failure cannot be corrected within such 30 day period, if Tenant

does not commence to correct such default within said 30 day period and thereafter diligently prosecute the correction of same to completion within 90 days after written notice is sent by Landlord;

viii. If Tenant fails to pay any taxes or other charges it owes to any local or state or federal government;

ix. If a final judgment for the payment of money in any material amount in excess of One Million Dollars ($1,000,000.00) and which is not covered by any insurance insuring the interest of Tenant shall be rendered against Tenant, and within 60 days after the entry thereof such judgment shall not have been discharged or execution thereof stayed pending appeal or if within 60 days after the expiration of such stay, such judgment shall not have been discharged;

x. If Tenant abandons the Outdoor Premises (failure to occupy and operate the Outdoor Premises for 10 consecutive days, for reasons other than because of adverse weather conditions, Force Majeure or Casualty, shall be deemed an abandonment); or

xi. Except pursuant to the Leasehold Mortgage, the interest of Tenant in this Lease or the rents from the Outdoor Premises is sold under execution or other legal process.

B. Landlord Remedies. Upon the occurrence of any Tenant Default, Landlord shall have the right, at Landlord's option, to elect to do any one or more of the following by providing written notice or demand to Tenant:

i. Terminate this Lease, in which event Tenant shall immediately surrender the Outdoor Premises to Landlord, and, if Tenant fails to so surrender, Landlord shall have the right, without notice and without resorting to legal process, to enter upon and take possession of the Outdoor Premises and to expel or remove Tenant and its effects without being liable for prosecution or any claim for damages therefore; and Tenant shall, and hereby agrees to indemnify Landlord for all actual loss and damage which Landlord suffers by reason of such termination, including without limitation, actual damages in an amount equal to the total of (a) the costs of recovering the Outdoor Premises and all other expenses incurred by Landlord in connection with such Tenant Default and (b) the unpaid rent through the date of termination;

ii. Enter upon and take possession of the Outdoor Premises without terminating this Lease and without being liable for prosecution of any claim for damages therefore, and, if Landlord elects, relet the

Outdoor Premises on such terms as Landlord deems advisable, in which event Tenant shall pay to Landlord on demand the actual cost of repossession, repairing, and altering the Outdoor Premises for similar outdoor sports and recreational uses for a new tenant or tenants and any deficiency between the rent payable hereunder and the rent paid under such reletting; provided, however, that Tenant shall not be entitled to any excess payments received by Landlord from such reletting. Landlord's failure to relet the Outdoor Premises shall not release or affect Tenant's liability for rent or for damages; or

iii. Enter the Outdoor Premises without terminating this Lease and without being liable for prosecution of any claim for damages therefore and maintain the Outdoor Premises and repair or replace any damage thereto or do anything for which Tenant is responsible hereunder. Tenant shall reimburse Landlord immediately upon demand for any actual expenses that Landlord incurs in thus effecting Tenant's compliance under this Lease, and Landlord shall not be liable to Tenant for any damages with respect thereto.

C. Remedies Cumulative. The rights granted to Landlord in this section are cumulative of every other right or remedy provided in this Lease or which Landlord may otherwise have at law or in equity or by statute, and the exercise of one or more rights or remedies will not prejudice or impair the concurrent or subsequent exercise of other rights or remedies or constitute a forfeiture or waiver of rent or damages accruing to Landlord by reason of any Event of Default under this Lease.

D. Landlord Default and Tenant Remedies. Landlord shall be in default under this Lease if Landlord fails to perform any of its obligations hereunder and such failure continues for a period of thirty (30) days after Tenant gives written notice stating that Landlord is in breach of this Lease and stating the breach with specificity to Landlord, provided that if such failure cannot reasonably be cured within such thirty (30) day period, Landlord shall not be in default hereunder if the curative action is commenced within such thirty (30) day period and is thereafter diligently pursued until cured. Tenant's exclusive remedies for a Landlord default shall be (i) an action for damages or equitable relief, and/or (ii) a right to cure such default on behalf of Landlord, in which event Landlord shall reimburse Tenant within thirty (30) days of receipt of an invoice evidencing the actual costs incurred by Tenant in curing such default, and if Landlord fails to timely reimburse Tenant, Tenant shall have the right to offset such amount against any rent or other payments next coming due to Landlord.

24. **ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:** Chapter 93 of the Texas Property Code does not apply.

25. **HOLDOVER:** If Tenant fails to vacate the Outdoor Premises at the time this Lease ends, Tenant will become a tenant-at-will and shall vacate the Outdoor Premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the written consent of Landlord, will extend this Lease. Tenant shall indemnify Landlord for any and all actual damages caused by the holdover. Rent for any holdover period will be 110% of the base monthly rent calculated on a daily basis for each day Tenant holds over, and will be immediately due and payable without notice or demand.

26. **LANDLORD'S LIEN AND SECURITY INTEREST:** In consideration of the mutual benefits arising under this Lease and to secure Tenant's performance, Tenant grants to Landlord a lien and security interest against all fixtures, machinery, equipment, furnishings, and other articles of personal property now or hereafter placed in or on the Outdoor Premises by Tenant (and owned by Tenant), together with the proceeds from the disposition of those items (the "Collateral"), now or hereafter placed in or upon the Outdoor Premises by Tenant (and owned by Tenant), as security for payment of all rent and other sums agreed to be paid by Tenant herein. Notwithstanding the foregoing, "Collateral" shall exclude any equipment, machinery or personal property that is owned and operated as part of the D-Bat Facility, but which is used by Tenant from time to time at the Outdoor Premises (e.g., a pitching machine, radar gun, baseballs, softballs, etc.). The provisions of this section constitute a security agreement under the Texas Uniform Commercial Code and Landlord has and may enforce a security interest in the Collateral. Except on account of replacement, removal, or substitution in the ordinary course of business, the Collateral may not be removed without the consent of Landlord until all arrearages in rent and other sums of money then due to Landlord hereunder have been paid and discharged. Following written request from Landlord, Tenant shall execute, as debtor, one or more financing statements, to perfect this security interest pursuant to the Texas Uniform Commercial Code. Landlord at any time may file a copy of this Lease as a Financing Statement. Landlord, as secured party, has all of the rights and remedies afforded to a secured party under the Texas Uniform Commercial Code in addition to and cumulative of the Landlord's liens and rights provided by law or by the other terms and provisions of this Lease. Notwithstanding the foregoing, Landlord's lien is subordinate to (i) any purchase money lien, (ii) any line-of-credit lien secured by the assets, inventory, or accounts receivable of Tenant's business, (iii) any Small Business Administration Note, conventional bank note, and/or related security agreements, and (iv) any Leasehold Mortgage.

27. **ASSIGNMENT AND SUBLETTING:** Landlord may assign this Lease to another governmental agency (so as to maintain the tax exempt status for the Project Site) provided that the assignor shall not be relieved of any liability or obligation under this Lease. Except as permitted by Section 38 where Tenant is permitted to enter

into a Leasehold Mortgage and except for an assignment of this Lease or a sublease of all or a part of the Outdoor Premises to an affiliate of Tenant (each a "Permitted Transfer"), Tenant may not assign this Lease or sublet any part of the Outdoor Premises in a single transaction or related transactions, or otherwise transfer (whether by operation of law or otherwise) all or substantially all of its interest in the Lease or the Outdoor Premises without Landlord's prior written consent. Except for a Permitted Transfer, an assignment of this Lease or subletting of the Outdoor Premises without Landlord's reasonable written consent is void. If Tenant assigns this Lease or sublets any part of the Outdoor Premises, the new tenant shall remain liable for all of the obligations under this Lease.

28. **RELOCATION:** Landlord may not require Tenant to relocate to another location without Tenant's prior written consent.

29. **SUBORDINATION:** Landlord's security interest and lien rights shall at all times remain subordinate to the rights of any Tenant lender(s) that holds a senior lien on Tenant's goods, wares, inventory, accounts, chattel paper, deposit accounts, and receivables. If required and after receiving written notification from Tenant, Landlord agrees to execute an agreement subordinating the security interest granted in this Lease to Tenant's lender(s) within 30 days of a mutually acceptable subordination agreement as presented by Tenant's lender(s) and agreed to by Landlord.

30. **CASUALTY LOSS:**

    A. Tenant shall immediately notify Landlord of any casualty loss in the Outdoor Premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the Outdoor Premises is less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the Outdoor Premises within 150 days after Tenant notifies Landlord of the casualty loss.

    B. If the Outdoor Premises is less than 50% unusable and Landlord can substantially restore the Outdoor Premises within 150 days after Tenant notifies Landlord of the casualty, Landlord will restore the Outdoor Premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this Lease.

    C. If the Outdoor Premises is more than 50% unusable and Landlord can substantially restore the Outdoor Premises within 150 days after Tenant notifies Landlord of the casualty, Landlord will restore the Outdoor Premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this Lease.

D. If Landlord notifies Tenant that Landlord cannot substantially restore the Outdoor Premises within 150 days after Tenant notifies Landlord of the casualty loss, Landlord and Tenant shall mutually agree on the schedule to substantially restore the Outdoor Premises. If Landlord fails to substantially restore within the time period set forth in the mutually agreed schedule, Tenant may terminate this Lease.

E. If this Lease does not terminate because of a casualty loss, rent will be abated from the date Tenant notifies Landlord of the casualty loss to the date the Outdoor Premises is substantially restored by an amount proportionate to the extent the Outdoor Premises is unusable.

31. CONDEMNATION:

A. Tenant, at Landlord's cost, shall appear in any proceeding or action to defend, negotiate, prosecute, or adjust any claim for any award or compensation on account of any actual or threatened condemnation or eminent domain proceedings or other action by any person having the power of eminent domain or condemnation (each, a "Condemnation") and shall take all appropriate action in connection with any such Condemnation; provided, however, that Landlord shall have the right to participate in the same and neither party shall settle or resolve any such proceeding without the other party's prior written consent in its sole discretion.

B. During the Term, if title to and possession of all or more than 20% of the Project Site is taken by Condemnation, or if the remaining portion of the Project Site cannot reasonably be used (as determined by Tenant) for the intended use hereunder, then Tenant shall have the option to terminate this Lease by written notice to Landlord, such termination to be effective on the day of the earlier to occur of the vesting of legal title to the Project Site in the entity exercising the power of Condemnation or the taking of actual physical possession of the Project Site (or portion thereof) by the entity exercising such power. After such termination, both Landlord and Tenant are released from all obligations under this Lease; except for the provisions of this Lease that expressly survive termination of this Lease. Any compensation or damages awarded or payable under this Section 31.B will be distributed as provided in Section 31.E. below.

C. If a Condemnation of less than 20% of the Project Site occurs or Tenant determines that the remaining Project Site after the Condemnation can continue to be used for the intended use hereunder, then in that event, this Lease will not terminate and all Condemnation awards payable as a result of said Condemnation will be distributed as provided in Section 31.E. below.

D. If the whole or any portion of the Project Site shall be taken for temporary use or occupancy, (i) the Term shall not be reduced, (ii) Tenant shall not be obligated to satisfy any monetary or other obligations for the period of such temporary taking (and any rent calculations for periods after such temporary taking shall be prorated accordingly to take into account the temporary taking), and (iii) Tenant shall be entitled to receive the entire award therefor unless the period of temporary use or occupancy shall extend beyond the expiration of the Term, in which case such award shall be apportioned between Landlord and Tenant in the same ratio that the part of the period for which such compensation is made falling before the day of expiration and that part falling after, bear to such entire period.

E. Distribution of Proceeds. In any Condemnation proceeding, the parties will request that the condemning authority grant separate awards for value of the Fee Estate taken and the Leasehold Estate taken.

i. If the condemning authority grants separate awards, then Landlord shall be entitled to the award for the Value of the Fee Estate and Tenant shall be entitled to the award for the Value of the Leasehold Estate (but without duplication). The term "Value of the Fee Estate" means the fair market value of Landlord's fee estate in the Project Site, determined as if (i) the Project Site were unimproved, encumbered by this Lease, and unencumbered by any lien representing a monetary obligation (such as a Fee Mortgage), and (ii) all extension options, if any, had been exercised, and (iii) no Condemnation was pending, threatened or under consideration. The Value of the Fee Estate will be determined immediately prior to title vesting in the condemning authority or its designee. The term "Value of the Leasehold Estate" means the fair market value of the Outdoor Premises, determined as if (i) the Outdoor Premises were encumbered by this Lease, and unencumbered by any lien representing a monetary obligation (such as a Fee Mortgage), and (ii) all extension options had been exercised, and (iii) no Condemnation was pending, threatened or under consideration. The Value of the Leasehold Estate must be determined immediately prior to title vesting in the condemning authority or its designee.

ii. If the condemning authority refuses to grant separate awards, then the parties shall use good faith efforts to agree on the percentage of any award that should be attributed to the Fee Estate (the "Fee Estate Percentage") and the percentage of any award that should be attributed to the Leasehold Estate (the "Leasehold Estate Percentage") (and the aggregate of such percentages must equal one hundred percent [100%]). If the parties are unable to agree within thirty (30) days of the condemning authority's refusal to

grant separate awards, then, within twenty (20) days following the end of such 30-day negotiation period, the parties shall mutually select an appraiser and have the Project Site that is being taken appraised and valued as if the condemnation had not occurred. If Landlord and Tenant shall fail to timely agree on an appraiser, then either party may submit a request to the American Arbitration Association and have the American Arbitration Association designate an appraiser. Such designated appraiser will determine the Fee Estate Percentage and the Leasehold Estate Percentage. Such appraisal process will determine the Fee Estate Percentage and the Leasehold Estate Percentage. Landlord shall be entitled to the Fee Estate Percentage of any award and Tenant shall be entitled to the Leasehold Estate Percentage of any award. If either party disputes the appraiser's determination, then the dispute shall be submitted to dispute resolution procedures described in the Lease.

iii. If this Lease is not terminated as a result of the Condemnation as expressly permitted above, any Condemnation proceeds received by either Landlord or Tenant, shall first be used to restore the improvements, and, to the extent possible given the nature of the Condemnation, to substantially the same or better condition as existed immediately prior to such taking, and second in the proportions as provided in clauses (i) and (ii) of this Section 31.E. With respect to such restoration, there shall be no Landlord approval or consent rights on development that is partially subject to such Condemnation, which shall be subject only to applicable legal requirements. Any Condemnation proceeds shall be held and disbursed in the same manner as proceeds from a Casualty as set forth in Section 30 above, if applicable. As between Tenant and its Leasehold Mortgagees or subtenants, all condemnation proceeds that belong to Tenant pursuant to this Section 31 shall be disbursed in accordance with the terms of the Leasehold Mortgage.

iv. To the extent any Condemnation award is allocated to reimbursement for real estate taxes and assessments that have been paid, if any, with respect to periods after the date title vests in the condemning authority or its designee, it will be paid to the party who paid the taxes and assessments as required under the Lease. To the extent any Condemnation award is allocated to reimbursement of prepayment penalties, such portion will be paid to (a) Tenant with respect to any Leasehold Mortgage, and (b) Landlord with respect to any Fee Mortgage.

F. If Landlord or Tenant receives notice of any proposed or pending Condemnation proceeding affecting the Property, the party receiving such

notice shall promptly notify the other party, the Fee Mortgagee (if it shall have given to such party notice of the address of such Fee Mortgagee), and any Leasehold Mortgagee.

G. Landlord shall not pursue or support any proposed Condemnation by any governmental or quasi-governmental authority.

32. ATTORNEY FEES: Any person or party who is a prevailing party in any legal proceeding brought under or related to the transaction described in this Lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other actual costs of litigation from the non-prevailing party.

33. REPRESENTATIONS:

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

B. As of the Commencement Date, Landlord shall not be aware of any material defect on the Project Site that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Project Site that would affect the health or safety of an ordinary person.

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

34. BROKERS: There are no brokers to this Lease.

35. ADDENDA: The following Exhibits are incorporated into this Lease:

A. Exhibit A - Land
B. Exhibit B – Commencement Date Certification

36. NOTICES: All notices and other communications required or permitted hereunder shall be in writing and shall be mailed, or sent by Federal Express, UPS or other

recognized overnight courier service for next business day delivery, or sent by electronic mail, to the parties as follows:

Landlord: City Manager
City of San Marcos
City Hall, 630 E Hopkins Street
San Marcos, TX 78666
Email: citymanagerinfo@sanmarcostx.gov

Tenant: SM Baseball Investments, LLC
415 N. Guadalupe Street, Suite 400
San Marcos, TX 78666
Attn: Tyler Sibley
Email: Tylersibley1@gmail.com

37. MISCELLANEOUS PROVISIONS

A. Entire Agreement: This Lease (including the Exhibits) contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement between the Parties.

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

C. Controlling Law and Venue: The laws of the State of Texas govern the interpretation, performance and enforcement of this Lease. Venue for any dispute between the Parties concerning this Lease shall be in a state court having appropriate jurisdiction over the matter within Hays County, Texas or, if in federal court, the United States District Court for the Western District of Texas, Austin Division.

D. Severable Clauses: In the event that any provision of this Lease shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this Lease, as circumstances require, and this Lease shall be construed as if said provision had been incorporated herein as so limited, or as if said provision has not been included herein, as the case may be.

E. Waiver: No waiver of any provision or condition of this Lease by either the Landlord or Tenant shall be valid unless in writing signed by both Parties. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

F. Quiet Enjoyment: Provided that there is no Tenant Default, Landlord covenants that Tenant will enjoy possession and use of the Outdoor Premises

free from material interference or disturbance of Landlord or any person acting through Landlord, subject to the covenants, agreements, terms, provisions and conditions of this Lease.

G. Force Majeure: Should Tenant be hindered or delayed in the performance of this Lease by an event of Force Majeure—which shall mean and include, without limitation, fire, flood, earthquake, hurricane or other natural disaster, abnormally adverse weather conditions not reasonably anticipatable, unavoidable casualties, war, invasion, act of foreign enemies, terrorist activities, nationalization, government sanction, blockage or embargo, labor dispute, strike, lockout, interruption of utilities, unusual delays in delivery, delays in approval by any applicable governmental authority, delays by Landlord, environmental matters, or other events or circumstances beyond the control of Tenant, then Tenant shall be entitled to reasonable exceptions to the provisions of this Lease impacted from the Force Majeure. In the event the Tenant wishes to make a claim of Force Majeure, Tenant shall formally notify the Landlord of such claim in writing.

H. Dispute Resolution: The Parties commit to use best efforts to cooperate and resolve in good faith all issues and disputes which may arise under this Lease. The Parties covenant not to institute litigation against each other without first submitting the subject thereof to mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. The highest officer or executive officer of each Party shall represent that Party in the mediation and shall attend and take part throughout the proceedings, with full authority to settle the matter in controversy, subject in the case of the Landlord to City Council approval where required by law. If any controversy or claim is not resolved within sixty (60) days after initiation of mediation, either party may file suit in a court of competent jurisdiction for such remedies as are available at law or in equity.

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

J. Prior Agreements Superseded: This Lease constitutes the sole and only agreement of the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the within subject matter.

K. No Warranty: Landlord makes no warranty as to the marketability, habitability, or fitness for any particular purpose of the Land or the Outdoor Premises.

L. Memorandum of Lease: The Parties shall, upon request of either Party, execute, acknowledge, and deliver a mutually acceptable form of Memorandum of Lease (which shall, among other things, memorialize the

Commencement Date), contemporaneously with the execution and delivery of this Lease, and any such Memorandum of Lease shall be recorded in the real property records of Hays County, Texas.

M. Further Documents: Landlord agrees that it will from time to time and at any reasonable time execute and deliver to Tenant such other and further instruments and assurances as Tenant may reasonably request approving, ratifying, and confirming this Lease and the leasehold estate created hereby and certifying that the same is in full force and effect and that no Tenant Default exists, or if any such Tenant Default does exist, Landlord shall specify in said certificate each such Tenant Default.

N. Tenant Representations: The Tenant represents and covenants that: (i) Tenant is a duly organized and validly existing limited liability company under the laws of the State of Texas and has the power and authority to transact the business in which it is now engaged or proposed to engage; (ii) Tenant has the power and authority to execute, deliver, and carry out the terms and provisions of this Lease and all other instruments to be executed and delivered by the Tenant in connection with its obligations hereunder; (iii) the execution, delivery, and performance by the Tenant of this Lease have been duly authorized by all requisite action by the Tenant, and this Lease is a valid and binding obligation of the Tenant enforceable in accordance with its respective terms, except as may be affected by applicable bankruptcy or insolvency laws affecting creditors' rights generally; (iv) the Tenant is not in default in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any evidence of indebtedness of the Tenant or contained in any instrument under or pursuant to which any such evidence of indebtedness has been issued or made and delivered; (v) neither the execution and delivery of this Lease, nor the consummation of the transactions herein contemplated, will conflict with or result in a breach of or default under (1) any terms, conditions or provisions of any agreement or instrument (A) to which the Tenant is now a party or is otherwise bound, or (B) to which any of its properties or other assets is subject; (2) any order or decree of any court or governmental instrumentality; or (3) any arbitration award, franchise, or permit; and (vi) the Tenant is not a party to any litigation or threatened litigation or otherwise bound by any agreement or instrument or subject to any other restriction or any judgment, order, writ, injunction, decree, award, rule or regulation which could reasonably be expected to materially and adversely affect the Tenant's ability to perform its obligations under this Lease.

O. Landlord Representations. The Landlord represents and covenants that: (i) Landlord has the power and authority to transact the business in which it is now engaged or proposed to engage; (ii) Landlord has the power and authority to execute, deliver, and carry out the terms and provisions of this Lease and all other instruments to be executed and delivered by the Landlord

in connection with its obligations hereunder; (iii) the execution, delivery, and performance by the Landlord of this Lease have been duly authorized by all requisite action by the Landlord, and this Lease is a valid and binding obligation of the Landlord enforceable in accordance with its respective terms, except as may be affected by applicable bankruptcy or insolvency laws affecting creditors' rights generally; (iv) the Landlord is not in default in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any evidence of indebtedness of the Landlord or contained in any instrument under or pursuant to which any such evidence of indebtedness has been issued or made and delivered; (v) neither the execution and delivery of this Lease, nor the consummation of the transactions herein contemplated, will conflict with or result in a breach of or default under (1) any terms, conditions or provisions of any agreement or instrument (A) to which the Landlord is now a party or is otherwise bound, or (B) to which any of its properties or other assets is subject; (2) any order or decree of any court or governmental instrumentality; or (3) any arbitration award, franchise, or permit; and (vi) the Landlord is not a party to any litigation or threatened litigation or otherwise bound by any agreement or instrument or subject to any other restriction or any judgment, order, writ, injunction, decree, award, rule or regulation which could reasonably be expected to materially and adversely affect the Landlord's ability to perform its obligations under this Lease.

P. Limit of Liability. In no event shall Landlord or Tenant be liable for consequential, special, or punitive damages.

38. MORTGAGES:

A. Fee Mortgages. Landlord may mortgage its fee interest in the Project Site subject to the provisions of this Section 38 (a "Fee Mortgage"). The Fee Mortgage shall not encumber the leasehold estate. Landlord confirms there currently exists no Fee Mortgage. The parties hereby acknowledge and agree that this Lease shall therefore be prior in time and superior to the lien of any future Fee Mortgage. Upon Landlord entering into a Fee Mortgage, the holder of such Fee Mortgage (such holder being referred to herein as the "Fee Lender") shall deliver a subordination, non-disturbance and attornment agreement to Leasehold Lender (defined below) to confirm each Lender's rights relative to the other.

B. Protective Provisions. If Landlord encumbers its fee interest with a Fee Mortgage in compliance with this Section, then Landlord shall provide Tenant written notice thereof, providing with such notice the name and mailing address of the Fee Lender in question, and Tenant shall, upon request, acknowledge receipt of such notice. Nothing contained in this Section shall prevent Tenant from pursuing Tenant's rights and remedies relating to Landlord's default as permitted under this Lease.

C. Leasehold Mortgages. Tenant may, from time to time, without having to obtain the Landlord's consent, grant to any lender providing financing or refinancing to Tenant with respect to the Outdoor Premises a mortgage or deed of trust lien encumbering Tenant's leasehold interest in the Outdoor Premises and its rights, title and interest in, to and under this Lease, together with an assignment of leases and rents and a security interest in any personal property owned by Tenant, in order to secure the repayment of such financing, including interest thereon, and the performance of all of the terms, covenants and agreements on the Tenant's part to be performed or observed under all agreements executed in connection with such financing or refinancing (collectively, a "Leasehold Mortgage"; and each holder of a Leasehold Mortgage, a "Leasehold Lender", and such term includes Leasehold Lender's agents, servicers, receivers, trustees and anyone claiming by, through or under such Leasehold Lender, including its purchaser at foreclosure). No Leasehold Mortgage, lien or security interest attaches to Landlord's interest in this Lease or the Outdoor Premises or to any personal property owned by Landlord nor does any such assignment affect Landlord's interest in this Lease, or in any leases and rents or other proceeds from the Outdoor Premises. Tenant may have one or more Leasehold Mortgages at any time.

D. If Tenant encumbers its interest in this Lease and the leasehold estate hereby created with liens as above provided, then the following applies for so long as the Leasehold Mortgage in question remains in effect:

i. Landlord will give the Leasehold Lender a duplicate copy of any notice that Landlord gives to Tenant pursuant to the terms hereof, including notices of default.

ii. There shall be no cancellation, surrender, termination, amendment, modification or other change of this Lease by joint action of Landlord and Tenant without the prior written consent of the Leasehold Lender.

iii. if a Tenant Default should occur hereunder, then Landlord specifically agrees that:

1. Landlord shall not enforce or seek to enforce any of its rights, recourses, or remedies, including but not limited to termination of this Lease or Tenant's right to possession hereunder, until a notice specifying the event giving rise to such Tenant Default has been delivered to Leasehold Lender, in the manner provided in Section 36, and if the Leasehold Lender gives notice that it intends to cure the Tenant Default and proceeds to cure the Tenant Default

within a period of ninety (90) days after delivery of such notice or, as to Tenant Defaults which by their very nature cannot be cured within such time period or if Leasehold Lender is obtaining possession of the Outdoor Premises (including possession by a receiver), the Leasehold Lender, to the extent it is able to do so, commences curing such Tenant Default within the ninety (90) day period and thereafter diligently pursues such cure to completion and pays all Rent as it becomes due, then any payments made and all things done by the Leasehold Lender to effect such cure shall be as fully effective to prevent the exercise of any rights, recourses, or remedies by Landlord as if done by Tenant. Additionally, the Leasehold Lender shall be entitled to remedy any default under this Lease in the manner and on the same terms as granted to Tenant in this Lease;

2. if the Tenant Default is a non-monetary default that a Leasehold Lender cannot reasonably cure without being in possession of the Outdoor Premises, then for so long as the Leasehold Lender is diligently and with continuity attempting to secure possession of the Outdoor Premises (whether by foreclosure or other procedures), provided the Leasehold Lender cures any monetary Tenant Default as well as any other Tenant Default that are reasonably susceptible of then being cured by the Leasehold Lender and continues to pay all Rent as it becomes due and payable under the terms of this Lease, then Landlord shall allow the Leasehold Lender such time as Leasehold Lender reasonably determines is reasonably necessary under the circumstances to obtain possession of the Outdoor Premises in order to cure such Tenant Default, and during such time Landlord shall not enforce or seek to enforce any of its rights, remedies or recourses hereunder;

3. if the Tenant Default is a non-monetary default of such a nature that it is not reasonably susceptible of being cured by the Leasehold Lender (as, for example, a non-permitted assignment by Tenant), then Landlord shall not enforce or seek to enforce any of its rights, remedies, or recourses hereunder so long as Leasehold Lender pays all Rent then due and thereafter keeps the monetary obligations of Tenant hereunder current and complies with those other provisions of this Lease which, by their nature, Leasehold Lender may then reasonably comply with;

4. Should (i) Landlord re-enter or repossess the Outdoor Premises, or (ii) the Lease be terminated for any reason other than expiration of the stated Term, (A) the Landlord shall deliver written notice to the Leasehold Lender indicating the completion of the Landlord's re-entry and repossession of the Outdoor Premises or termination of this Lease and (B) Landlord shall enter into a new lease with Leasehold Lender or its nominee or assignee, within ten (10) days' following written request from the Leasehold Lender, for the unexpired balance of the Term on the same terms and conditions set out in this Lease (except for any requirements that have been fulfilled by Tenant prior to termination and any requirements that are personal to Tenant), having the same priority as this Lease and for the same permitted uses as in this Lease, and Landlord agrees to execute such new lease provided such Leasehold Lender shall undertake forthwith to remedy any then uncured Tenant Default reasonably susceptible by its nature of being remedied by such Leasehold Lender, including the payment of any amount due hereunder. Leasehold Lender shall not be required to cure or commence to cure any default that is personal to Tenant (e.g., bankruptcy);

5. No Leasehold Lender shall be or become liable to Landlord as an assignee of this Lease or be liable for the performance of Tenant's obligations hereunder unless and until such time as such Leasehold Lender, by foreclosure or other assignment or transfer in lieu thereof, shall either acquire the rights and interests of Tenant under this Lease or shall actually take possession of the Outdoor Premises. Any Leasehold Lender acquiring Tenant's rights and interests in this Lease shall be free to assign such rights and interests to any person, partnership, joint venture, or other entity controlling, controlled by or under common control with such Leasehold Lender without Landlord's consent, provided that the succeeding entity may not change the permitted use of the Outdoor Premises and must pay all Rent as it is due and payable. In the event that Leasehold Lender so acquires Tenant's rights and interest, the liability of Leasehold Lender, its successors and assigns, shall be limited to its leasehold interest in this Lease, and then only for obligations which arise during the period of such ownership. Neither Leasehold Lender nor its successors or assigns, nor any agent, partner, officer, trustee, director, shareholder or principal (disclosed or undisclosed) of Leasehold Lender, its successors or assigns, shall have any

personal liability hereunder. The Leasehold Lender shall be released from any obligations hereunder upon transfer of its leasehold interest; and

6. If Landlord has given Leasehold Lender notice of Tenant's Default under Section 38.D.i.and Leasehold Lender desires to cure Tenant's Default but is unable to do so while Tenant is in possession of the Outdoor Premises, or if the Landlord has elected to repossess the Outdoor Premises or terminate this Lease and Leasehold Lender desires to obtain a new lease pursuant to Section 38.D.iii.4. but has not yet acquired Tenant's rights, title and interest in this Lease, then Leasehold Lender shall have the right to postpone the specified date for effecting a cure or obtaining a new lease for a period reasonably sufficient to enable Leasehold Lender or its designee to acquire Tenant's rights, title and interest in this Lease by foreclosure of its Leasehold Mortgage or otherwise, as long as Leasehold Lender pays the Landlord the rent and any other sums due under this Lease during the postponement. Leasehold Lender shall exercise the right to extend the cure period or the date for obtaining a new lease by giving the Landlord notice prior to the last date that the Landlord would otherwise be entitled to elect a cure or obtain a new lease and by tendering to the Landlord any rent and other charges or other sums then in default.

iv. Modifications. If any prospective Leasehold Lender requires modifications to this Lease as a condition to granting a Leasehold Mortgage, Landlord shall not unreasonably withhold, condition or delay its consent to such modifications, provided that Landlord shall not be required to consent to any such modification pertaining to Rent, the Term, or any other material economic provision of this Lease, nor to any modification which would materially decrease Landlord's rights or increase its burdens or obligations hereunder.

v. Consent to Leasehold Mortgage. Landlord, upon receipt of a written request from Leasehold Lender will enter into a Consent to Leasehold Deed of Trust in a form to be reasonably approved by Landlord which will (i) acknowledge, if true, that the Lease, to the best of Landlord's knowledge, on the date the consent is given, that Tenant is not in default; (ii) not prevent the Leasehold Lender reasonable access to the Premises, and permit the Leasehold Lender to access and remove Tenant's personal property and otherwise enforce its security interest; and (iii) reaffirm those matters set forth in Section 38.D. above.

vi. A Leasehold Lender shall have the absolute right (i) to assign its security interest; (ii) to enforce its lien and acquire title to Tenant's rights, title and interest in this Lease (and all other collateral) by any lawful means; (iii) to take possession of and operate the Outdoor Premises or any portion thereof and to perform all obligations to be performed by Tenant hereunder, or to cause a receiver to be appointed to do so; and (iv) to acquire Tenant's rights, title and interest in this Lease (and all other collateral) by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer such right, title and interest (and other collateral) to a third party. The Landlord's consent shall not be required for the acquisition of the Tenant's rights, title and interest in this Lease by a third party who acquires the same by virtue of foreclosure or assignment in lieu of foreclosure. The Landlord shall recognize such Leasehold Lender or such third parties as the successor to Tenant under this Lease.

vii. The Leasehold Lender shall have the right at any time to pay any rent due hereunder and to perform or cause to be performed any other obligation of Tenant at or within the time such payment or performance is required under this Lease and the Landlord shall accept the same. Nothing in this Lease shall be construed to obligate the Leasehold Lender to cure any default of Tenant.

viii. Notwithstanding anything herein to the contrary: (i) any Leasehold Lender shall be permitted to remove some or all of the improvements or other personal property of Tenant from the Outdoor Premises, provided that the Leasehold Lender agrees to repair any damage to the Outdoor Premises caused by such removal in a commercially reasonable manner and in accordance with applicable law (including the removal of all debris); (ii) if this Lease is terminated, the Landlord shall provide any Leasehold Lender with notice of such termination and a period of not less than one hundred eighty (180) days following the Leasehold Lender's receipt of such notice ("Time Period to Remove Property") to remove some or all of the improvements and other personal property of Tenant from the Outdoor Premises in a commercially reasonable manner and in accordance with applicable law (including the removal of all debris); and (iii) any Leasehold Lender shall be permitted access to the Outdoor Premises for the purposes of inspecting, assembling, dismantling, repossessing, removing, organizing or selling some or all of the improvements or other personal property of Tenant from the Outdoor Premises. If Leasehold Lender leaves some or all of the improvements and other personal property of Tenant from the

Outdoor Premises after the Time Period to Remove Property, then such improvements and other personal property of Tenant shall be considered abandoned and the Landlord may dispose of or retain such improvements and other personal property as its determines in its discretion.

ix. If at any time there shall be more than one Leasehold Lender, each Leasehold Lender shall be entitled to the benefits of this provision, but to the extent of any conflicts between the Leasehold Lenders the holder of the Leasehold Mortgage prior in lien shall be vested with the rights of this Paragraph to the exclusion of the holder of any junior Leasehold Lender.

x. All notices from the Landlord to Leasehold Lender and from Leasehold Lender to Landlord hereunder shall be in writing and given in the manner specified in Section 36 hereof. The address for notices to Leasehold Lender shall be the address furnished to Landlord by Tenant or the Leasehold Lender.

xi. Leasehold Lenders are expressly third party beneficiaries of this Section 38.D.

xii. At the request of Tenant or any Leasehold Lender, the Landlord, without cost to Tenant or Leasehold Lender, shall sign and execute a recognition agreement and/or procure from any Fee Lender and/or ground lessor of the fee estate, any agreement as may be reasonably requested by Tenant or any Leasehold Lender(s) recognizing the rights of the Leasehold Lender hereunder, including, without limitation, those rights set forth in this Section 38.D.

39. OPTION TO PURCHASE D-BAT LAND. In the event (a) this Lease is terminated prior the expiration of the Term due to a Tenant Default or (b) during the term of the Lease, Tenant (or its Affiliate) fails to continuously operate the D-Bat Facility or Alternative Facility for a continuous period of six (6) months (except due to repairs or restoration caused by casualty or condemnation events), Landlord shall have the option to purchase the D-Bat Land and any improvements located thereon, in accordance with the terms set forth in that certain Option Contract attached hereto as Exhibit "C". Upon written request of either Party, a memorandum of the Option Contract shall be executed by the Parties and may be recorded of record in the Official Public Records of Hays County, Texas.

40. RIGHT OF FIRST OFFER. Upon the expiration of this Lease at the end of the Term (including any renewals or extensions thereof), Landlord shall have the option to notify Tenant of Landlord's desire to purchase the D-Bat Land and any improvements located thereon, which notice must be given, if at all, within thirty

(30) days following the expiration of the Lease Term. If Landlord fails to timely give such notice, then Landlord's rights under this Section 40 shall terminate. If Landlord timely delivers such notice, then Landlord and Tenant shall discuss the terms of such potential purchase and sale for the D-Bat Land and improvements thereon, including the proposed purchase price and terms associated therewith for such D-Bat Land and improvements. In the event Landlord and Tenant fail to reach agreement on such terms, in each Party's sole discretion, and enter into a mutually acceptable purchase and sale agreement for the sale of such D-Bat Land and improvements thereon within ninety (90) days of the expiration of the Lease Term, then this option shall terminate and be of no further force and effect. The rights and obligations set forth in this Section 40 shall survive the expiration of the Lease Term for a period of ninety (90) days.

[SIGNATURE PAGE FOLLOWS]

LANDLORD:
CITY OF SAN MARCOS, TX,
a home rule municipality

BY: _____

NAME: _____

ITS: _____

TENANT:

SM BASEBALL INVESTMENTS, LLC
a Texas limited liability company

BY: _____

NAME: _____

ITS: _____

EXHIBIT "A"
LAND

[TO BE INSERTED AT OR PRIOR TO EFFECTIVE DATE OF LEASE]

EXHIBIT "B"
COMMENCEMENT DATE CERTIFICATION

CERTIFICATE CONFIRMING LEASE DATES & MONTHLY BASE RENT

This Certificate Confirming Lease Dates and Monthly Base Rent is attached to and made a part of the Lease dated _____, by and between City of San Marcos, as Landlord, and SM Baseball Investments, LLC, as Tenant.

The undersigned hereby agree and confirm that the Commencement Date, Expiration Date, and Monthly Base Rent schedule are revised as stated below:

The Commencement Date (as defined in Section 3.D. of the Lease) is _____, and the expiration date of the Initial Term of the Lease (as defined in Section 3.A. of the Lease) is _____. If the first Option Period (as defined in Section 3.B. of the Lease) is exercised, the expiration date of the Lease will be _____. If the second Option Period is exercised, the expiration date of the Lease will be _____.

The Monthly Base Rent schedule set forth in Section 4.A. of the Lease is as follows:

# of Tournaments		**# of Teams**		**Monthly Base Rent as % of Annual Debt Service**	**Monthly Base Rent in $ based on ADS of $_____**
FROM	**TO**	**FROM**	**TO**		
0	4	0	80	75%	$
5	7	81	140	50%	$
8	10	141	200	25%	$
11	19	201	399	10%	$
20+		400+		0%	$

Landlord:
City of San Marcos, TX,
a home-rule municipality

By: _____

Name: _____

Its: _____

Tenant:
SM Baseball Investments, LLC
a Texas limited liability company

By: _____

Name: _____

Its: _____

EXHIBIT "C"
PURCHASE OPTION CONTRACT FOR D-BAT LAND

[See attached]

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

OPTION CONTRACT

Date: _____

Grantor: SM Baseball Investments, LLC, its successors, or assigns

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

Term: Commencing on the Commencement Date (as defined in the Lease) of the Lease and continuing until a) terminated as provided herein; or b) Closing on Grantee's purchase of the Property hereunder.

Property (includes all or any portion thereof): Approximately 1.5 acres of land as more fully described in Exhibit A, attached hereto and made a part hereof for all purposes and all improvements located thereon. The Property shall not include any tangible or intangible personal property owned or used by any tenant or occupant of the Property.

Lease: That certain Commercial Lease of Real and Improved Property between SM Baseball Investments, LLC and the City of San Marcos dated _____ concerning that approximately 30-acre tract of land adjacent to the Property improved with an athletic facility containing eight fields.

Title Company: Independence Title, San Marcos, Texas, unless otherwise mutually agreed to by the parties in writing.

Consideration: $10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual benefits to and obligations of the parties under the Lease.

1. **Option Granted.** Grantor grants to Grantee an exclusive right and option to Purchase the Property (the "Option") upon the occurrence of either of the following events: a) if the Lease is terminated due to a Tenant Default (as defined in the Lease); or b) if, during the term of the Lease, Grantee fails to continuously operate the D-Bat Facility or Alternative Facility (each as defined in the Lease) for a continuous period of six (6) months (except due to repairs or restoration caused by casualty or condemnation events). Grantee may exercise the Option by providing written notice of Grantee's election to Grantor within 30 days after

the effective date of either of the foregoing events. The date on which Grantor receives such notice shall be the "Notice Date". If Grantee does not exercise the Option as provided above, then this Option Contract shall automatically terminate and Grantee shall have no further rights or obligations hereunder except those that expressly survive the termination of this Contract. Within seven days after the Notice Date, Grantee shall deliver a copy of this Option Contract to the Title Company, together with a copy of the Grantee's election notice.

2. **Inspection Period; Reports.** For a period of time beginning on the Notice Date and continuing for a period of 30 days thereafter (the "Inspection Period"), Grantee (and its agents, contractors and consultants) shall have a right of access to the Property during regular business hours to conduct non-invasive inspections, investigations and surveys of the Property, provided Grantee shall provide at least 24 hours' advance notice of its intent to enter the Property and such activities shall not unduly interfere with Grantor's business activities on the Property. Prior to any entry onto the Property, Grantee shall maintain, and shall cause any contractor or consultant entering the Property to maintain, a commercial general liability insurance with the combined single limited not less than $1,000,000.00 per occurrence and general aggregate limit of not less than $3,000,000.00 for bodily injury and property damage, covering all claims which may arise out of or from the inspections and investigations of the Property. Such liability insurance maintained by Grantee and/or its contractors and consultants shall name Grantor as an additional insured. Any contractor will carry workman's compensation insurance Grantee shall repair any damage to the Property and improvements thereon resulting from Grantee's activities. Within 15 days after the commencement of the Inspection Period, Grantor shall provide to Grantee copies of all leases, environmental assessments, reports, studies, surveys and other non-proprietary matters concerning the condition of Property in Grantor's possession not previously provided to Grantee. Such reports shall be provided "as-is" and without any representations or warranties by Grantor as to the completeness or accuracy thereof.

3. **Appraisal.** The "Purchase Price" for the Property shall be the fair market value of the Property, using the sales comparison approach to value, which fair market value shall be determined as follows:

(a) **First Appraisal.** Within 30 days after the Notice Date, Grantee shall provide to Grantor an appraisal of the fair market value of the Property as of the Notice Date from a third-party independent MAI certified real estate appraiser (the "First Appraisal"). Within fifteen (15) days of Grantor's receipt of the First Appraisal, Grantor shall notify Grantee in writing as to whether Grantor agrees with or disputes the fair market value set forth in the First Appraisal. If Grantor does not dispute the fair market value as determined by the First Appraisal within such 15-day time period, then the First Appraisal shall be final and binding on all parties to establish the Purchase Price for the Property. If Grantee does not receive the First Appraisal within such 45-day time period, then Grantee's election to exercise its Option will be deemed withdrawn, in which event this Option

Contract shall terminate and Grantee shall have no further rights or obligations hereunder except those obligations that expressly survive termination hereof.

(b) **Second Appraisal.** If Grantor timely disputes the fair market value determined by the First Appraisal, Grantor shall employ a third-party independent MAI certified real estate appraiser to conduct a second appraisal of the fair market value of the Property (the "Second Appraisal"). The Second Appraisal must be completed and sent to Grantee not later than the 30th day after the date Grantor notifies Grantee that Grantor disputes the First Appraisal.

(c) **Negotiation Period.** Within fifteen (15) days of Grantee's receipt of the Second Appraisal, Grantee shall notify Grantor in writing as to whether Grantee agrees with or disputes the fair market value determined by the Second Appraisal. If Grantee does not dispute the fair market value as determined by the Second Appraisal within this 15-day time period, then the Second Appraisal shall be final and binding on all parties to establish the Purchase Price for the Property. If Grantee timely disputes the fair market value determined by the Second Appraisal, then Grantor and Grantee shall meet and attempt to reach an agreement on the fair market value of the Property within 20 days following Grantee's dispute of the Second Appraisal. If Grantor and Grantee reach an agreement on the fair market value, then such agreed amount shall be final and binding on all Parties to establish the Purchase Price for the Property.

(d) **Third Appraisal.** If the Parties fail to reach agreement within such 20-day period, then Grantor and Grantee shall notify the first two appraisers of such failure and, within 10 days of the expiration of such 20-day period, the two appraisers shall appoint a disinterested independent MAI certified real estate appraiser to determine the fair market value of the Property (the "Third Appraisal"). The Third Appraisal must be completed on or before the 30th day after the date of the third appraiser's appointment. Upon receipt of the Third Appraisal, the fair market value shall be the average of the two closest Appraisal values; provided that if the difference between the lowest and middle appraisal values is the same difference as between the middle and highest appraisal values, then the fair market value shall be the middle appraisal value; and such amount shall be final and binding on all Parties to establish the Purchase Price for the Property. The date that the Purchase Price is finally determined is referred to herein as the "Acceptance Date".

(e) **Right to Establish Purchase Price**. Notwithstanding the appraisal process set forth herein, the Parties may, but shall not be obligated to, enter into an agreement on the fair market value of the Property, provided that (i) any such independent agreement shall be determined prior to the Purchase Price being determined as final and binding through the appraisal process, and (ii) any such independent negotiation shall not extend or negate any timeframes set forth herein for disputing any appraisal or obtaining any such appraisal, unless the parties mutually agree, in writing, to extend any such timeframes.

(f) **Appraisal Costs.** The appraisal costs must be paid by the party who requests the appraisal, except that Grantor and Grantee shall each pay one-half of the cost of the Third Appraisal if a Third Appraisal is necessary, provided that if Grantee withdraws its exercise of its option after the Third Appraisal has been requested, then Grantee shall pay the full cost of such Third Appraisal. The foregoing obligation shall survive the expiration or termination of this Contract.

(g) **Time Periods**. The timelines established in the appraisal process set forth in this Section 3 may be extended on joint agreement of Grantor and Grantee.

(h) **Grantee's Right to Withdraw Option Notice.** Notwithstanding anything to the contrary set forth in this Section 3, Grantee, at any time prior to the Purchase Price being established as set forth above and becoming final and binding on the Parties hereto, may deliver written notice to Grantor that Grantee elects to withdraw its election to exercise its Option as set forth in this Option Contract, in which event this Contract shall terminate and Grantee shall have no further obligations hereunder, except those that expressly survive the expiration or termination of the Contract.

(i) **Casualty; Condemnation.** It is further agreed and understood that the Purchase Price is based upon the condition of the Property as of the Notice Date. If, after the Notice Date but prior to the Closing Date, (i) any portion of the Property becomes subject to a taking by virtue of eminent domain or (ii) the condition of the Property should change due to fire, or other casualty event, Grantee shall have the option of either (i) proceeding to close the sale and accepting an assignment of any condemnation award or insurance proceeds applicable to the Property, as applicable, (provided that such award or insurance proceeds assigned to Grantee shall not exceed the Purchase Price) or (ii) terminating this Contract by delivery of written notice of termination to Grantor within ten (10) days of the date Grantor notifies Grantee in writing of such eminent domain or casualty event, as applicable. In the event Grantee timely elects to terminate this Option Contract, Grantee shall have no further rights or obligations hereunder except those that expressly survive termination of this Contract.

4. Closing. The Title Company shall act as escrow agent for the closing of the Purchase of the Property.

a. Title Commitment. Within 10 days after a copy of this Option Contract is delivered to the Title Company along with Grantee's election notice, the Title Company shall issue a title commitment concerning the Property (the "Title Commitment"), together with the documents referenced on Schedule B of the Title Commitment (collectively, the "Title Materials"). Grantee shall have until the expiration of the Inspection Period in which to provide Grantor with written notice of any objections to such items which Grantee might have. Any item contained in the Title Commitment or any matter shown on any survey to which Grantee does not object in

writing prior to the expiration of the Inspection Period shall be deemed accepted by Grantee and shall be a Permitted Exception under this Contract. Grantor may, but shall have no obligation to, elect to cure any such objections timely raised by Grantee or to incur any expenses in trying to cure any such objections. Within ten (10) days after receipt of Grantee's notice of objections, Grantor shall notify Grantee in writing whether Grantor elects to attempt to cure such objections. Grantor's failure to respond within said 10-day period shall be deemed to be Grantor's election not to cure any such objections. In the event Grantor is unwilling to cure any of Grantee's objections, or in the event Grantor elects to attempt to cure such objections but is unable to do so prior to the Closing Date, then Grantee may either (a) accept the Title Commitment subject to the objections raised and close this transaction without any adjustment of the Purchase Price (and any title objections remaining uncured will be deemed waived) and each of such title objections shall be deemed to be Permitted Exceptions; or (b) terminate this Contract (in which event Grantee shall have no further rights or obligations hereunder except those that expressly survive the termination hereof), in each case by giving written notice thereof to Grantor within 10-days following Grantor's notice that it will not cure (or the Closing Date if Grantor attempts to cure but is unable to do so). If Grantee fails to timely give Grantor written notice of termination of this Contract as set forth above, Grantee shall be deemed to have waived any title objections then remaining uncured.

b. Title Policy. Grantor shall cause the Title Company to furnish to Grantee at Closing, or within a reasonable time thereafter, but in no case greater than thirty (30) days, an Owner Policy of Title Insurance (the "Title Policy") (on a form prescribed by the State Board of Insurance of the State of Texas) issued through the Title Company, insuring title to the Property in Grantee in the full amount of the Purchase Price, and containing only the Permitted Exceptions and the following standard printed exceptions: (i) the standard printed exception for taxes for the year of the Closing and subsequent years, not yet due and payable; (ii) the standard printed boundary and encroachments exception and exception for shortages in area (provided, however, that Grantor will, at Grantee's option and expense, cause the Title Company to delete, to the extent permitted by applicable regulations, the survey exception from the Title Policy without qualification or condition except as to "any shortages in area"); (iii) the rights of tenants, as tenants only, under any lease for space at the Property; (iv) local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property; and (v) any Covenants, Conditions and Restrictions affecting both the Property and the land that was part of the Premises under the Lease.

c. Closing Date. The Closing of this transaction shall take place through escrow with the Title Company (it being agreed the Parties do not have to be physically present) on or before the seventh (7th) business day following the Acceptance Date. The date the Closing actually occurs shall be the "Closing Date."

Following the Acceptance Date and delivery of all required closing documents as described below and Title Company's receipt of the Purchase Price from Grantee, Grantor shall direct the Title Company (and Escrow Agent, as applicable) to immediately record and deliver the closing documents to the appropriate parties and make disbursements according to the closing statements executed by Grantor and Grantee. Time is of the essence with respect to the Closing Date, and the delivery at the Closing of the Purchase Price.

d. Grantor's Closing Documents. Five (5) business days following the Acceptance Date, Grantor, at Grantor's expense, shall deliver or cause to be delivered to the Title Company each of the following:

i. *Deed of Conveyance*. A duly executed and acknowledged special warranty deed, in a form consistent with the State Bar of Texas form of special warranty deed and reflecting the Permitted Exceptions, but free and clear of all liens.

ii. *Tax Certificates*. Tax certificates shall be available at the Title Company from appropriate authorities showing that all taxes then due on the Property have been paid or the amount payable, if applicable.

iii. *Evidence of Authority*. Evidence of authority reasonably acceptable to Grantee and the Title Company, reflecting that the person who has signed this Option Contract on behalf of Grantor has been duly authorized to execute this Option Contract and identifying the person or persons who are authorized to execute all of Grantor's closing documents on Grantor's behalf and showing approval of the sale of the under the terms and provisions of this Option Contract.

iv. *Non-Foreign Certificate*. A certificate stating that Grantor is not a "foreign person" as defined in the federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended.

iv. *Other Documents*. Any other documents required by this Option Contract to be delivered by Grantor at the Closing or otherwise reasonably necessary to carry out the terms and conditions hereof.

v. *Assignment of Leases and Service Contracts*. To the extent applicable, a duly executed assignment of any leases, security deposits, and service contracts ("Assignment of Leases and Service Contracts"), assigning to Grantee all of Grantor's right, title and interest in and to such leases, security deposits and service contracts.

e. City's Closing Documents. Five (5) business days following the Acceptance Date, Grantee, at Grantee's expense, shall deliver to the Title Company the following:

i. *Payment*. Payment of the Purchase Price, subject to adjustment as set forth below and any additional sums provided for in this Option Contract.

ii. *Evidence of Authority*. Evidence of authority reasonably acceptable to Grantor and the Title Company, reflecting that the person who has signed this Option Contract on behalf of Grantee has been duly authorized to execute this Option Contract and identifying the person or persons who are authorized to execute all of Grantee's closing documents on Grantee's behalf and showing approval of the purchase of the Property under the terms and provisions of this Option Contract.

iii. *Other Documents*. Any other documents or instruments required by this Option Contract to be delivered by Grantee at the Closing or otherwise reasonably necessary to carry out the terms and conditions hereof.

iv. *Assignment of Leases and Service Contracts*. To the extent applicable, a duly executed Assignment of Leases and Service Contracts.

f. Adjustments at Closing. The following prorations and adjustments shall be made at the Closing and, as the case may be, deducted from or added to the amount Grantee is required to pay at the Closing:

i. *Taxes*. Ad valorem taxes shall be prorated through the Closing Date. If the Closing shall occur before the tax rate or tax assessed value is fixed for the then current year, the apportionment of taxes shall be on the basis of the latest tax rate applied to the latest assessed valuation. Subsequent to the Closing, when the assessed value and the tax rate are determined for the year in which the Closing occurs and the actual taxes become known, Grantor and Grantee covenant and agree to adjust the proration of taxes and, if necessary, refund or pay such sums as shall be necessary to effect such adjustment. If the Closing occurs, Grantee shall be responsible for paying, and agrees to indemnify Grantor from the payment of, all assessments accruing against the Property, after the Closing Date. The provisions of this Paragraph shall survive the Closing.

ii. *Rents; Expenses; Utilities; Security Deposits.* To the extent applicable, any income and expenses shall be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date, such that Grantee

shall be treated as the owner of the Property for purposes of the prorations of income and expense on and after the Closing Date. To the extent applicable, any refundable security deposits in Grantor's possession as of the Closing Date under any leases shall be credited against the Purchase Price. Any proration which cannot be ascertained with certainty as of Closing shall be prorated on the basis of Grantor's reasonable estimates of such amount, and shall be the subject of a final proration ninety (90) days after Closing, or as soon thereafter as the precise amounts can be ascertained. Except as set forth herein, income and expenses shall be received and paid, or prorated as applicable, by the parties on an accrual basis with respect to their period of ownership. Payments in connection with the final adjustment shall be due within thirty (30) days of written notice.

iii. *Title Insurance and Other Closing Expenses.* Except as is otherwise provided herein, each party shall pay its own attorney's fees and customary closing expenses. Grantor shall pay one-half of the base premium for the Title Policy (excluding endorsements), one-half of the escrow fee charged by the Title Company and one-half of all recording fees (other than for liens created by Grantee at Closing). Grantee shall pay one-half of the base premium for the Title Policy, the entire premium for any Title Policy endorsements and/or extended coverage(s), one-half of the escrow fee charged by the Title Company, one-half of all recording fees (other than recording fees for any liens created by Grantee at Closing, which Grantee shall pay in full).

5. Property Conveyed "AS-IS. AS A MATERIAL PART OF THE CONSIDERATION FOR THE TRANSACTION CONTEMPLATED UNDER THIS OPTION CONTRACT, EXCEPT AS MAY BE SPECIFICALLY SET FORTH HEREIN, THE PARTIES EXPRESSLY STIPULATE AND AGREE THAT GRANTEE SHALL ACCEPT THE PROPERTY "AS-IS" AND "WITH ALL FAULTS," WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND GRANTEE HEREBY ACKNOWLEDGES AND AGREES THAT GRANTOR MAKES AND HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OF THE PROPERTY, THE FITNESS OF THE PROPERTY FOR ANY INTENDED USE OR PURPOSE, THE EXISTENCE OF ANY HAZARDOUS OR TOXIC MATERIALS IN OR ON THE PROPERTY OR ANY OTHER ENVIRONMENTAL CONDITION OF THE PROPERTY, OR THE PRESENT OR FUTURE INCOME THAT MAY BE GENERATED FROM THE PROPERTY, OTHER THAN WITH RESPECT TO THE WARRANTY OF TITLE GRANTOR AGREES TO DELIVER IN THE DEED REQUIRED UNDER THE PROVISIONS OF THIS OPTION CONTRACT. GRANTEE ACKNOWLEDGES THAT IT HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY AND RELATED REPORTS AND IS NOT RELYING UPON ANY REPRESENTATIONS, STATEMENTS, ASSERTIONS OR NON-ASSERTIONS BY GRANTOR WITH RESPECT TO THE CONDITION OF THE PROPERTY, BUT IS RELYING SOLELY

UPON ITS INVESTIGATION AND EXAMINATION OF THE PROPERTY. THE PROVISIONS OF THIS SHALL SURVIVE THE CLOSING AND THE DELIVERY OF SUCH DEED.

6. Miscellaneous.

a. Release of Option Contract. If Grantee does not exercise the Option, or if this Option Contract is otherwise terminated without Closing, then Grantee, at the request of Grantor, shall execute such forms as reasonably requested by Grantor releasing the Property from this Option Contract and otherwise providing notice that this Option Agreement has been terminated. Such forms shall meet the requisites for recording in the Official Public Records of Hays County, Texas.

b. Subject to Applicable Laws. All terms and conditions of any agreement for the sale of the Property between the Parties shall be subject to any and all requirements under applicable laws, including, but not limited to, the requirements of the Texas Local Government Code, the Texas Public Information Act, the Texas Open Meetings Act and similar laws.

c. Notice. All notices required herein may be provided by certified mail, return receipt requested, e-mail or hand-delivery with signed confirmation receipt to:

Grantor:	Grantee:
Pursuant Ventures Development, LLC	City of San Marcos
Attn: Tyler Sibley	Attn: City Manager
415 N. Guadalupe St., #400	630 East Hopkins
San Marcos, TX 78666	San Marcos, Texas 78666
Phone: (214) 282-8970	Fax: (855)759-2844
Email: tylersibley1@gmail.com	Email: *citymanagerinfo@sanmarcostx.gov*

Either party may change the location, fax number or address for delivery of notice by providing written notice of such change to the other.

d. Binding on Successors. This Option Contract is binding upon and inures to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

e. Bankruptcy. This Option Contract may not be altered by Grantor in bankruptcy.

f. Applicable Law and Venue. This Option Contract will be construed under the laws of the State of Texas. This Option Contract is performable in Hays County, Texas. Mandatory venue for any action under this Option Contract will be in

the state court of appropriate jurisdiction for the action in Hays County, Texas. Mandatory venue for any matters in federal court will be in the United States District Court for the Western District of Texas, Austin Division.

g. Assignment. Neither party may assign this Option Contract without the written consent of the other party, except that Grantor may assign this Option Contract in connection with an authorized assignment of the Lease to the same assignee under the Lease. Such assignment shall not be effective until Grantee receives notice thereof.

h. Severability. If any provision of this Option Contract is held to be illegal, invalid or unenforceable under present or future laws while this Option Contract is in effect, such provision shall be automatically deleted from this Option Contract and the legality, validity and enforceability of the remaining provisions of this Option Contract shall not be affected thereby, and in lieu of such deleted provision, there shall be added as part of this Option Contract a provision that is legal, valid and enforceable and that is as similar as possible in terms and substance as possible to the deleted provision.

i. Sole Agreement. This Option Contract constitutes the sole and only Agreement of the Parties hereto respecting the subject matter covered by this Option Contract, and supersedes any prior understandings or written or oral agreements between the Parties.

j. Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and duly executed by the Parties hereto.

k. ***LIMITED WAIVER OF IMMUNITY.*** SUBJECT TO THE FOLLOWING, GRANTEE, IN ENTERING INTO THIS CONTRACT DOES NOT WAIVE ITS IMMUNITY FROM SUIT OR ANY OTHER LIMITATIONS ON ITS LIABILITY, CONTRACTUAL OR OTHERWISE, AS GRANTED BY THE TEXAS CONSTITUTION OR APPLICABLE LAWS OF THE STATE OF TEXAS. NOTWITHSTANDING THE FOREGOING, GRANTOR SHALL HAVE THE RIGHT TO SEEK ANY REMEDIES SPECIFIED HEREIN OR AVAILABLE AT LAW OR IN EQUITY DUE TO A DEFAULT OF GRANTEE HEREUNDER, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, GRANTEE WAIVES ITS RIGHT TO ASSERT SOVEREIGN IMMUNITY IN RESPONSE TO AN ACTION BY GRANTOR SEEKING SUCH REMEDIES.

l. Defined Terms. Terms used but not defined herein shall have the meaning set forth in the Lease.

m. No Brokers. Grantor and Grantee represent and warrant to each other that they have dealt with no broker, finder or similar agent in connection with the transaction provided for in this Option Contract. Grantor agrees to hold Grantee harmless from and against any claim made by any person claiming to have dealt with Grantor in connection with this transaction, including reasonable attorney's fees incurred in the defense of such a claim. Grantee agrees to hold Grantor harmless from and against any claim made by any person claiming to have dealt with Grantee in connection with this transaction, including reasonable attorneys' fees incurred in the defense of such a claim.

n. Counterparts. The Contract can be executed in counterparts, each of which shall be an original and, upon the delivery to the Title Company of one or more of the Contracts signed by all Parties, together will constitute a fully executed and binding Contract.

[Signature Page Follows]

EXECUTED to be effective as of the date first written above.

GRANTOR:
SM Baseball Investments, LLC

By: _____
[*Insert name and title*]

GRANTEE:
City of San Marcos

By: _____
Bert Lumbreras, City Manager

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
§
COUNTY OF ____ §

This instrument was acknowledged before me on _____ by _____, _____ of SM Baseball Investments, LLC in such capacity on behalf of said entity.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on _____ by Bert Lumbreras, City Manager of the City of San Marcos, Texas, in such capacity on behalf of said municipality.

_____
Notary Public, State of Texas

EXHIBIT A TO OPTION CONTRACT
Legal Description of Property

[To be attached upon execution of Option Contract]

EXHIBIT F

Form of Escrow Agreement

[See attached]

ESCROW AGREEMENT

Date:	_____ __, 20__
"City":	City of San Marcos, Texas
City's Mailing Address:	Attn: City Manager 630 E. Hopkins San Marcos, Texas 78666 Email: _____
"Seller":	Pursuant Ventures Development, LLC
Seller's Mailing Address:	Attn: Tyler Sibley 415 N. Guadalupe Street, #400 San Marcos, Texas 78666 Email: tylersibley1@gmail.com
	With a copy to: Metcalfe Wolff Stuart & Williams, LLP 221 W. 6th Street, Suite 1300 Austin, Texas 78701 Attn: Steve Metcalfe Email: smetcalfe@mwswtexas.com
	With a copy to: [*contact info for Seller's Lender to be inserted*]
"Escrow Agent":	Secured Land Transfers LLC dba Independence Title Attn: Luci Altenhoff
Escrow Agent's Mailing Address:	1911 Corporate Drive, Suite 102 San Marcos, Texas 78666 Email: laltenhoff@independencetitle.com
"Sportsplex Property":	That certain real property containing approximately _____ (__) acres of land situated in San Marcos, Hays County, Texas, such land being described on **Exhibit A-1** attached hereto (the "Sportsplex Land"), together with any and all improvements located on the Sportsplex Land, including the Sportsplex (as defined below), and all of the rights, privileges, easements and appurtenances to the extent belonging or appertaining to the Sportsplex Land or Sportsplex, but not to the extent belonging or appertaining to any other portion of the Master Site or any other property within the Master Site. The "Sportsplex" means an outdoor sports and recreation facility consisting of (i) eight (8) multi-purpose athletic fields with synthetic turf that will provide the ability to interchange the configurations of the playing areas to accommodate different

age ranges and various outdoor sports, such as baseball, softball, lacrosse, flag football and others, (ii) concession areas, (iii) covered seating and (iv) community play space to be constructed on the Sportsplex Land in accordance with the Plans and Specifications (as defined in the Contract).

"Master Site": That certain real property containing approximately 62.48 acres of land, such land being a portion of a 109.22 acre tract of land out of the Edward Burleson Survey, No. 18, Abstract No. 63, Hays County, Texas; which Master Site includes the land described as Tracts 10, 11, and 12 in **Exhibit A-2** hereto (including the Sportsplex Land), as well as any land located to the centerline of Cottonwood Creek, along with any land occupied by the streets to be constructed as part of the Public Improvements (as defined in the Contract), including Transportation Way and Commercial Loop and the existing detention pond, as such land is further described and shown on **Exhibit A-2** attached hereto.

Seller and City have entered into a Purchase and Sale Agreement (the "Contract") dated ___, 2019, whereby Seller has agreed to sell and City has agreed to purchase the Sportsplex Property, and as a condition of such purchase, Seller has agreed to construct the Sportsplex on the Sportsplex Land and those certain Public Improvements on portions of the Master Site prior to the closing of the sale of the Sportsplex Property. All capitalized terms contained in this Escrow Agreement shall have the same meaning as in the Contract unless otherwise noted in this Escrow Agreement. References to "Parties" herein shall mean the City and Seller and references to a "Party" herein shall mean the City or Seller, as applicable. The Purchase Price to be paid by the City to the Seller is the aggregate sum of (i) the cost of the Sportsplex Land and (ii) the cost of the Sportsplex, as further set forth in the Contract. Additionally, the City will initially pay for a portion of the Public Improvements Cost, as set forth in the Contract.

Purpose of Escrow:

1. Seller has agreed, as part of the sale of the Sportsplex Property to the City, to construct the Sportsplex on the Sportsplex Land and to construct certain Public Improvements on portions of the Master Site, all as further described in the Contract. Pursuant to the Contract, the City is obligated to deposit the Escrow Deposit (defined below) with Escrow Agent to secure the City's obligations under the Contract, including (a) payment of the Purchase Price for the Sportsplex Property and (b) payment of the City's Escrow Deposit Share (as defined below) of the Public Improvements Cost (as defined in the Contract). The "City's Escrow Deposit Share" means and refers to 50% of the remaining Public Improvements Cost after the Escrowed Funds (as defined in the Contract) have been fully disbursed and applied against the Public Improvements Cost. The City and Seller have elected to have the Escrow Agent hold the Escrow Deposit pending the release of such funds in accordance with the terms of the Contract.
2. With respect to the performance of the Parties hereto and Escrow Agent, time is of the essence in the performance of all terms and provisions of this Escrow Agreement.

Escrow Deposit:

3. To secure the City's obligations under the Contract, the City is obligated to deposit with Escrow Agent the sum of $_____ (the "Escrow Deposit"), which Escrow Deposit is equal to the sum of (a) $_____ (the "Sportsplex Funds") and (b) $_____ (the "Public Improvements Funds"). The Sportsplex Funds shall be held by Escrow Agent in an interest-bearing escrow account (the "Sportsplex Account") and the Public Improvements Funds shall be held by Escrow Agent in a separate interest bearing escrow account (the "Public Improvements Account"). The City shall deposit the Escrow Deposit with the Escrow Agent within ninety (90) days of Seller's receipt of its SPP for the Project and Public Infrastructure (as defined in and as further set forth in the Contract).

4. The Escrow Deposit shall be invested by the Escrow Agent in a manner reasonably acceptable to the City and Seller, and all interest earned on such deposit shall be considered part of the Escrow Deposit.

5. In the event the Escrow Deposit is insufficient for the Purpose set out below (other than due to Escrow Agent's breach of this Escrow Agreement or its gross negligence or willful misconduct), any and all adjustments will be made between City and Seller in accordance with the terms of the Contract, without recourse on Escrow Agent.

Term of Escrow and Disbursement Instructions:

6. Disbursement of Sportsplex Funds.

   a. Approximately thirty (30) days prior to the estimated date of Substantial Completion, Seller shall notify the City and Escrow Agent in writing of the anticipated date of Substantial Completion and the anticipated Closing Date (the "Initial Closing Notice"). Unless the City provides written notice to Seller and Escrow Agent on or before the date that is five (5) business days prior to the anticipated Closing Date set forth in such Initial Closing Notice of a Seller default, then the City shall be deemed to have consented to the proposed Closing Date. Seller shall deliver written notice (the "Final Closing Notice") to the City and Escrow Agent at least three (3) business days prior to the Closing Date, which Closing Notice shall include: (i) certification from Seller that the Sportsplex is Substantially Complete, (ii) the final punch list items (such list to be prepared in accordance with the terms of the Contract) and 110% of the estimate of costs to complete such punch list (the "Punch List Estimate"), and (iii) the final Closing Documents executed by Seller and to be executed by the City and delivered to the Escrow Agent for Closing as set forth in the Contract. Within three (3) business days of receipt of such Final Closing Notice, so long as Escrow Agent has not received a written objection from the City within two (2) business days following receipt of such Final Closing Notice, Escrow Agent shall release from the Sportsplex Account an amount equal to the difference between (y) the Sportsplex Funds and (z) the Punch List Estimate, and transfer the amount so released to Escrow Agent's general escrow account, such amount to be disbursed by Escrow Agent on the Closing Date as part of the Purchase Price for the Sportsplex Property in accordance with the Contract and the closing statements executed by Seller and the City.

b. Upon completion of the outstanding punch list items, Seller shall deliver written notice of such completion to City and Escrow Agent and, unless Escrow Agent receives a written objection from the City ("Objection Notice") related to the completion of the punch list items within three (3) business days of Seller's completion notice, Escrow Agent shall release to Seller the full retention amount (i.e. the Punch List Estimate) being held in the Sportsplex Account by Escrow Agent.

7. Disbursement of Public Improvements Funds.

a. As construction of the Public Improvements occurs, Seller may request a disbursement (a "Disbursement") of proceeds of the Public Improvements Funds for payment or reimbursement of the Public Improvements Cost. Seller shall deliver to the Escrow Agent and the City a duly executed application for payment (a "Disbursement Request") specifying the total amount of the Disbursement (and the retention amount, if any to the extent required by the Contract), the Public Improvements for which the Disbursement is requested and the documents set forth below. The Escrow Agent shall deliver the requested Disbursement (subject to the 10% retention, if applicable) to Seller only upon satisfaction of all conditions of this subparagraph 7.a. unless Escrow Agent receives an Objection Notice to the Disbursement from City within five (5) business days following Escrow Agent's receipt of the Disbursement Request (said 5 business day period, the "Objection Period"). If the Escrow Agent receives City's Objection Notice prior to the expiration of the Objection Period, then Escrow Agent shall withhold the portion of the requested Disbursement specified in such Objection Notice until the dispute has been resolved and written evidence of such resolution from Seller and City is delivered to the Escrow Agent. If the Escrow Agent (i) does not receive an Objection Notice from the City prior to the expiration of the Objection Period or (ii) receives a waiver by City of the Objection Period, then City is deemed to have approved the Disbursement and Disbursement Request, and Escrow Agent shall deliver the Disbursement to Seller. Disbursements will be made on a business day. Nothing in this Escrow Agreement shall limit the City's obligations under the Contract. Each Disbursement Request shall include: (a) copies of each underlying invoice which is the subject of the Disbursement; and (b) a statement from Seller as to the City's Escrow Deposit Share of the applicable Public Improvements Cost included in such Disbursement Request and any retainage (all as set forth in the Contract); and (c) for any Disbursement Request related to Disbursement of all or any portion of the retention amount, notice from Seller than the City has given final acceptance of the applicable Public Improvements.

b. In the event construction of any Future Phases is commenced on the Future Phases Land within three (3) years following the Closing Date, then, Seller shall have the right to seek reimbursement following the Closing Date from the City for the portion of the Public Improvements Cost that was not previously reimbursed to Seller by the City as part of the City's Initial Share of Public Improvements Cost, by delivering a request for reimbursement to the City ("Reimbursement Request"). To the extent there is any remaining balance in the Public Improvements Account or Sportsplex Account at the time Seller delivers such Reimbursement Request, then Seller shall simultaneously submit a copy of such Reimbursement Request to Escrow Agent, which

Reimbursement Request shall include (i) copies of each underlying invoice which is the subject of the Reimbursement Request; and (ii) a copy of a building permit or equivalent for all or a portion of such Future Phases; and (iii) certification from Seller that site work on the Future Phases Land for the development of the Future Phases has commenced. The Escrow Agent shall deliver the requested reimbursement to Seller only upon satisfaction of all conditions of this subparagraph 7.b. unless Escrow Agent receives an Objection Notice to the Reimbursement Request from the City within five (5) business days following Escrow Agent's receipt of the Reimbursement Request. If the Escrow Agent receives City's Objection Notice within such 5 business day period, then Escrow Agent shall withhold the portion of the requested Disbursement specified in such Objection Notice until the dispute has been resolved and written evidence of such resolution from Seller and City is delivered to the Escrow Agent. If the Escrow Agent (i) does not receive an Objection Notice from the City prior to the expiration of such 5 business day period or (ii) receives a waiver by City of the 5 business day objection period, then City is deemed to have approved the Reimbursement Request, and Escrow Agent shall deliver the Disbursement to Seller. Disbursements will be made on a business day. Nothing in this Escrow Agreement shall limit the City's obligations under the Contract or Seller's right to see reimbursement as set forth in Section 11.g. of the Contract to the extent funds are not available in the Public Improvements Account.

8. The term of this Escrow Agreement shall extend until the date upon which the Escrow Deposit has been fully disbursed pursuant to the terms of this Escrow Agreement, but in no event later the last day of the 48th calendar month following the Closing Date (the "Expiration Date").

9. If any funds remain in escrow as of the Expiration Date of this Escrow Agreement, such funds are to be released by Escrow Agent to the City without any recourse or liability to Escrow Agent and with notice to Seller and Seller's Lender.

Escrow Fees.

10. Escrow Agent will not charge any fees for holding the Escrow Deposit.

11. Seller and City (subject to written consent from Seller's Lender) may at any time agree to replace the Escrow Agent upon ten (10) days' advance written notice thereof to Escrow Agent then acting (but such notice may be waived by Escrow Agent), together with written instructions respecting the Escrow Deposit. Upon such replacement and delivery of the Escrow Deposit, Escrow Agent will be released from all liability arising thereafter (but not before then) under this Escrow Agreement.

Duties of Escrow Agent.

12. Under this Escrow Agreement, Escrow Agent is a depository only and shall have no liability for the holding, investment, disbursement, application or other disposition of any monies and/or documents received by Escrow Agent other than to comply with the specific

instructions, terms and provisions expressly set forth and/or provided for in this Escrow Agreement.

13. Escrow Agent shall not be required to be bound by notice of any default of any person, or to take any action with respect to such default involving any expense or liability on the part of Escrow Agent, unless notice in writing is given to an officer of Escrow Agent of such default and unless Escrow Agent is indemnified in a manner satisfactory to it against any such expense or liability. These instructions shall not be subject to rescission or modification except upon receipt by Escrow Agent of written instructions of Seller and City or their successors in interest and no such modification shall be effective unless and until consented to in writing by Escrow Agent and approved by Seller's Lender.

Adverse Claims.

14. If an Objection Notice is given, Escrow Agent shall withhold the portion of the requested Disbursement specified in such Objection Notice until the dispute has been resolved and written evidence of such resolution from Seller and City is delivered to Escrow Agent. Escrow Agent shall be entitled to interplead into a court of competent jurisdiction in Hays County, Texas the amount of any requested Disbursement with respect to which any dispute exists. Seller and the City equally shall pay the reasonable attorneys' fees and court costs incurred by Escrow Agent in connection with such interpleader proceeding.

15. The prevailing party in any litigation concerning this Escrow Agreement shall be entitled to recover from the non-prevailing party all court costs and reasonable attorneys' fees incurred by such prevailing party in connection with such litigation.

Exculpation and Indemnity.

16. Escrow Agent undertakes to perform such duties as are specifically set forth herein, and may, absent manifest error, rely on any written notice, instrument or signature believed by it to be genuine and to have been signed or presented by the proper Party or Parties. Escrow Agent will not be bound by any notice or demand, or any waiver, modification, amendment, termination or rescission of this Escrow Agreement, unless received by it in writing from the applicable Party or Parties. Escrow Agent is hereby authorized in the event of conflicting instructions from the Parties and any good faith doubt as to the course of action it should take under this Escrow Agreement, to (i) refrain from acting until Escrow Agent receives written agreement from the Parties resolving any conflict, or (ii) as provided in Paragraph 14, interplead the funds in the Escrow Account into a court of competent jurisdiction in Hays County, Texas.

17. Escrow Agent will not be liable for any action taken or omitted by it in good faith and believed by it to be authorized hereby or within the rights or powers conferred upon it hereunder. If Escrow Agent makes a written request for directions from Seller or City concerning a matter for which Seller or City is responsible in accordance with the terms of this Escrow Agreement, Escrow Agent may await such directions without incurring liability. Escrow Agent has no duty to act in the absence of such requested directions, but

may, in its commercially reasonable discretion, take such action as it reasonably deems appropriate to carry out the purposes of this Escrow Agreement. Escrow Agent is not a party to or bound by any agreement that may be deposited under, evidenced by, or which arises out of this Escrow Agreement. Escrow Agent shall be protected in acting upon any notice, request, waiver, consent, receipt or other paper or document believed by Escrow Agent to be genuine and to be signed by the proper Party or Parties.

18. Seller and City hereby jointly and severally agree, to the extent permitted by law, to defend, indemnify and hold harmless the Escrow Agent from and against any and all claims, demands, causes of action, losses, liabilities, damages, costs and expenses, including, without limitation, actual court costs, and reasonable attorneys' fees, incurred or suffered by the Escrow Agent in connection with the performance of its obligations under this Escrow Agreement or otherwise arising, directly or indirectly, by reason of this Escrow Agreement, except to the extent any such claims, demands, causes of actions, losses, liabilities, damages, costs or expenses are incurred or suffered by the Escrow Agent as a result of its breach of its express obligations under this Escrow Agreement or its own gross negligence or willful misconduct. The obligations of indemnity of Seller and City set forth in the immediately preceding sentence shall survive the expiration or any termination of this Escrow Agreement and shall be performable in San Marcos, Hays County, Texas.

Additional Terms.

19. *Severability*. If any portion of this Escrow Agreement is held by a court of proper jurisdiction to be invalid or inoperative, then so far as is reasonable and possible, the remainder of the Escrow Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

20. *Notices*. Any notices required or permitted to be given under this Escrow Agreement shall be in writing and shall be deemed to be given when deposited with a nationally or regionally recognized overnight courier service guaranteeing next business day delivery, or when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or when delivered via electronic mail deemed given at the time and date when the transmission was sent.

21. *Entire Agreement.* This Escrow Agreement together with the exhibits attached hereto contains the complete agreement of the Parties hereto related to the subject matter hereof and cannot be amended or modified except by written agreement signed by Seller, the City, and Escrow Agent (and Seller's Lender).

22. *Governing Law*. This Escrow Agreement and the obligations under this Escrow Agreement shall be construed in accordance with, governed by, and shall be subject to, the laws of the State of Texas. Escrow Agent and the Parties hereto agree that the venue of any litigation arising in connection with this Escrow Agreement or in respect of any of the obligations of the Parties or Escrow Agent under this Escrow Agreement, shall, to the extent permitted by law, be in Hays County, Texas, or, if in federal court, the United States District Court for the Western District of Texas, Austin Division.

23. *Counterparts*. This Escrow Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all of which counterparts, taken together, shall constitute one and the same agreement. Signatures may be exchanged by electronic transmission, with original signatures to follow. Each Party hereto and the Escrow Agent shall be bound by its own electronically transmitted signature and shall accept the electronically transmitted signature of the other signatories hereto.

24. *Assignment*. Neither Seller nor the City may assign this Escrow Agreement to any other person or entity without the prior written consent of the other Party, and no assignment permitted hereunder shall operate to release the assigning Party of its liabilities or obligations under this Escrow Agreement without the express written consent of the other Party. Notwithstanding the foregoing, Seller may assign this Escrow Agreement without the consent of, but upon written notice to, the City to (i) any affiliated or related entity under common control or ownership with Seller at any time to which Seller also assigns its interest in the Contract and (ii) to any lender providing financing for the acquisition, development and construction of the Master Site, Sportsplex or Public Improvements as security for Seller's obligations pursuant to such financing (herein referred to as "Seller's Lender"). Subject to this restriction on assignment, this Escrow Agreement and all of its terms and provisions shall be binding upon and inure to the benefit of Seller, and the successors and assigns of Seller, and the City, and the successors and assigns of the City.

25. *Contract*. Seller and the City acknowledge and agree that this Escrow Agreement is intended to implement the terms and provisions of the Contract with respect to the Escrow Deposit and this Escrow Agreement shall not modify or limit the terms and provisions of the Contract. Without limiting the generality of the foregoing, nothing in this Escrow Agreement shall affect the rights and obligations of Seller and the City regarding the payment of the Purchase Price for the Sportsplex Property or payment of the City's share of the Public Improvements Cost.

26. *Third Party Beneficiary*. The Parties and Escrow Agent hereto acknowledge and agree that Seller's Lender shall be a third-party beneficiary of this Escrow Agreement and Seller shall be permitted to collaterally assign this Escrow Agreement to Seller's Lender as additional security for such Seller's Lender loan to Seller as further described in Paragraph 24.

[*Signature Page(s) to Follow*]

[*SIGNATURE PAGE TO ESCROW AGREEMENT*]

City:
City of San Marcos, Texas
A Texas home rule municipality

By:_____
Name: _____
Title: _____

Seller:
Pursuant Ventures Development, LLC
A Texas limited liability company

By: _____
Name: _____
Title: _____

Escrow Agent:
Secured Land Transfers LLC dba Independence Title

By: _____
Name: _____
Title: _____

Exhibit A-1
Sportsplex Land

[*legal description of Sportsplex Land to be attached before execution of Escrow Agreement*]

Exhibit A-2
Master Site

[*legal description of Master Site to be attached before execution of Escrow Agreement*]

Legislation Text

File #: Res. 2020-188R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-188R, amending Resolution 2020-132R (LIHTC-20-01, Lantana on Bastrop), acknowledging that the proposed New Construction Development is located in a census tract that has more than 20% Housing Tax Credit Units per household, that the proposed Development is consistent with the city's obligation to affirmatively further fair housing, providing no objection to the submission of an application for low income housing tax credits to the Texas Department of Housing and Community Affairs for the proposed Lantana on Bastrop Multifamily Housing Project located at the intersection of South Old Bastrop and Rattler Road; approving findings related to such application; imposing conditions for such no objection; providing authorizations for execution or submission of documents related to the such application; and declaring an effective date.

Meeting date: September 1, 2020

Department: Planning & 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: 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:

Resolution 2020-28R 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 Lantana on Bastrop Multifamily Housing Project located at the intersection of South Old Bastrop and Rattler Road. The Resolution was amended on June 16th, 2020 to clarify the zoning district that the applicant would be pursuing for the project. Since this time, the applicant has informed staff that an additional resolution is needed from City Council in order for TDHCA to consider the project eligible for housing tax credits. 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 which requires a “Greater than 20% Housing Tax Credits per Total Household in Census Tract” resolution from City Council. This Resolution is a statutory requirement from the Texas Department of Housing and Community Affairs and 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.

This requirement is included in the 2020 Qualified Action Plan which governs the awarding and allocation of housing tax credits by TDHCA. The requirement is included in the plan as a “Housing De-Concentration Factor” along with several other rules (applicability depending on type of application, county population, as well as other factors) which regulate the concentration of housing tax credit projects within a community. The intent of the rule is to provide the governing body opportunity to address concerns related to concentration of poverty and inequitable distribution of low-income units. Since this rule applies to all projects requesting housing tax credits within the state of Texas, cities and counties should consider local factors and considerations in determining their support of this resolution. These local factors and considerations could include the number of market rate units vs. housing tax credit units in the subject census tract, the median income and rent of the area in relation to TDHCA restrictions, and access to services and amenities in the

area.

The proposed development is located in Census tract 104. Approximately 28.51% of the housing units in this tract are housing tax credit units. Census tract 105 is comprised of approximately 41.90% housing tax credit units. These two Census tracts are the only tracts within San Marcos where the housing units are comprised of 20% or more housing tax credit units.

The applicant, Mission DG, is requesting the below 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 and amended on June 16th 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 2020-28R 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 Lantana on Bastrop Multifamily Housing Project located at Rattler Road and South Old Bastrop Road. The Resolution was amended on June 16th, 2020 to clarify that the applicant would be pursuing CD-5 zoning rather than CD-4 zoning.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommends approval of the updated Resolution of No Objection as presented.

RESOLUTION NO. 2020-188R

CONSIDER APPROVAL OF RESOLUTION 2020-188R, AMENDING RESOLUTION 2020-132R (LIHTC-20-01, LANTANA ON BASTROP), ACKNOWLEDGING THAT THE PROPOSED NEW CONSTRUCTION DEVELOPMENT IS LOCATED IN A CENSUS TRACT THAT HAS MORE THAN 20% HOUSING TAX CREDIT UNITS PER HOUSEHOLD, THAT THE PROPOSED DEVELOPMENT IS CONSISTENT WITH THE CITY'S OBLIGATION TO AFFIRMATIVELY FURTHER FAIR HOUSING, PROVIDING NO OBJECTION TO THE SUBMISSION OF AN APPLICATION FOR LOW INCOME HOUSING TAX CREDITS TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE PROPOSED LANTANA ON BASTROP MULTIFAMILY HOUSING PROJECT LOCATED AT THE INTERSECTION OF SOUTH OLD BASTROP AND RATTLER ROAD; APPROVING FINDINGS RELATED TO SUCH APPLICATION; IMPOSING CONDITIONS FOR SUCH NO OBJECTION; PROVIDING AUTHORIZATIONS FOR EXECUTION OR SUBMISSION OF DOCUMENTS RELATED TO THE SUCH APPLICATION; AND DECLARING AN EFFECTIVE DATE.

RECITALS:

1. Mission DG, LTD (the "Applicant") has proposed a multifamily development presently known as "Lantana on Bastrop" for affordable rental housing at the intersection of South Old Bastrop Highway and Rattler Road in the City of San Marcos which will include 216 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 22 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 3 units (13 %) that are ADA accessible and affordable to households at or below 30% AMI;

c. The project will provide a minimum of 76 (35% 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. The project meets the necessary criteria to be considered for a tax exemption;

b. The Project will address a housing need by providing 22 units for those making 30% or less of area median income, 18 units for those making 40% or less of the area median income, 50 units for those making 50% or less of the area median income, 71 units for those making 60% or less of the area median income, and 55 units for those making 70% or less of the area median income. The Project will be located in close proximity to San Marcos High School and Bowie Elementary and within close proximity to the Amazon facility. 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 East Village Medium Intensity Zone;

d. The Project is currently located in the ETJ but is proposed to develop under Character District-5 (CD-5) 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, furnished fitness center (one item for every 40 units), children's playscape, game area, swimming pool, full perimeter fencing that includes parking areas and all amenities, fully enclosed off leash dog park, resident run community garden, gazebo or covered pavilion with a sitting area, barbecue grill(s) and picnic table(s), business center, furnished community room, library with an accessible sitting area, community dining room, high

speed wi-fi coverage thoughout the clubhouse and/or community building, bicycle parking, a private shuttle in accordance with TDHCA requirements, 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, annual health fair provided by a health care professional, notary services during regular business hours, twice monthly arts, crafts, and other recreational activities, and a part time resident services coordinator with a dedicated office space at the Development or a contract with a third-party to provide the equivalent of 15 hours or more of weekly resident supportive services at the Development.

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 local residential support service provider prior to the approval of future permits.

d. The Applicant must make an annual Payment in Lieu of Taxes (PILOT) to the City of San Marcos in the amount of $11,000. The PILOT will begin in Year 1 of the Project's life.

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.

f. No building in the project shall consist of more than three stories.

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 households 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 the City Manager is further authorized to negotiate the terms of and to execute an agreement for an annual PILOT consistent with 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 September 1, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

RESOLUTION NO. 2020-~~132R~~

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 LANTANA ON BASTROP MULTIFAMILY HOUSING PROJECT LOCATED AT THE INTERSECTION OF SOUTH OLD BASTROP HIGHWAY AND RATTLER 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 NEGOTIATION AND EXECUTION OF AN AGREEMENT FOR THE ANNUAL PAYMENT IN LIEU OF TAXES; AND DECLARING AN EFFECTIVE DATE.

RECITALS:

1. Mission DG, LTD (the "Applicant") has proposed a multifamily development presently known as "Lantana on Bastrop" for affordable rental housing at the intersection of South Old Bastrop Highway and Rattler Road in the City of San Marcos which will include 216 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 22 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 3 units (13 %) that are ADA accessible and affordable to households at or below 30% AMI;

c. The project will provide a minimum of 76 (35% 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. The project meets the necessary criteria to be considered for a tax exemption;

b. The Project will address a housing need by providing 22 units for those making 30% or less of area median income, 18 units for those making 40% or less of the area median income, 50 units for those making 50% or less of the area median income, 71 units for those making 60% or less of the area median income, and 55 units for those making 70% or less of the area median income. The Project will be located in close proximity to San Marcos High School and Bowie Elementary and within close proximity to the Amazon facility. 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 East Village Medium Intensity Zone;

d. The Project is currently located in the ETJ but is proposed to develop under Character District-5 (CD-5) 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, furnished fitness center (one item for every 40 units), children's playscape, game area, swimming pool, full perimeter fencing that includes parking areas and all amenities, fully enclosed off leash dog park, resident run community garden, gazebo or covered pavilion with a

sitting area, barbecue grill(s) and picnic table(s), business center, furnished community room, library with an accessible sitting area, community dining room, high speed wi-fi coverage thoughout the clubhouse and/or community building, bicycle parking, a private shuttle in accordance with TDHCA requirements, 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, annual health fair provided by a health care professional, notary services during regular business hours, twice monthly arts, crafts, and other recreational activities, and a part time resident services coordinator with a dedicated office space at the Development or a contract with a third-party to provide the equivalent of 15 hours or more of weekly resident supportive services at the Development.

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 local residential support service provider prior to the approval of future permits.

d. The Applicant must make an annual Payment in Lieu of Taxes (PILOT) to the City of San Marcos in the amount of $11,000. The PILOT will begin in Year 1 of the Project's life.

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.

f. No building in the project shall consist of more than three stories.

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 households 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 the City Manager is further authorized to negotiate the terms of and to execute an agreement for an annual PILOT consistent with Part 3(d) above.

PART 7~~6~~. 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~~7~~. This resolution shall be in full force and effect immediately from and after its passage.

ADOPTED on ~~June 16~~September 1, 2020 .

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

Resolution 2020-XXR

Consider approval of Resolution 2020-XXR, amending Resolution 2020-132R (LIHTC-20-01, Lantana on Bastrop),acknowledging that the proposed New Construction Development is located in a census tract that has more than 20% Housing Tax Credit Units per household, that the proposed Development is consistent with the city's obligation to affirmatively further fair housing, providing no objection to the submission of an application for low income housing tax credits to the Texas Department of Housing and Community Affairs for the proposed Lantana on Bastrop Multifamily Housing Project located at the intersection of South Old Bastrop and Rattler Road; approving findings related to such application; imposing conditions for such no objection; providing authorizations for execution or submission of documents related to the such application; and declaring an effective date.

Project Summary

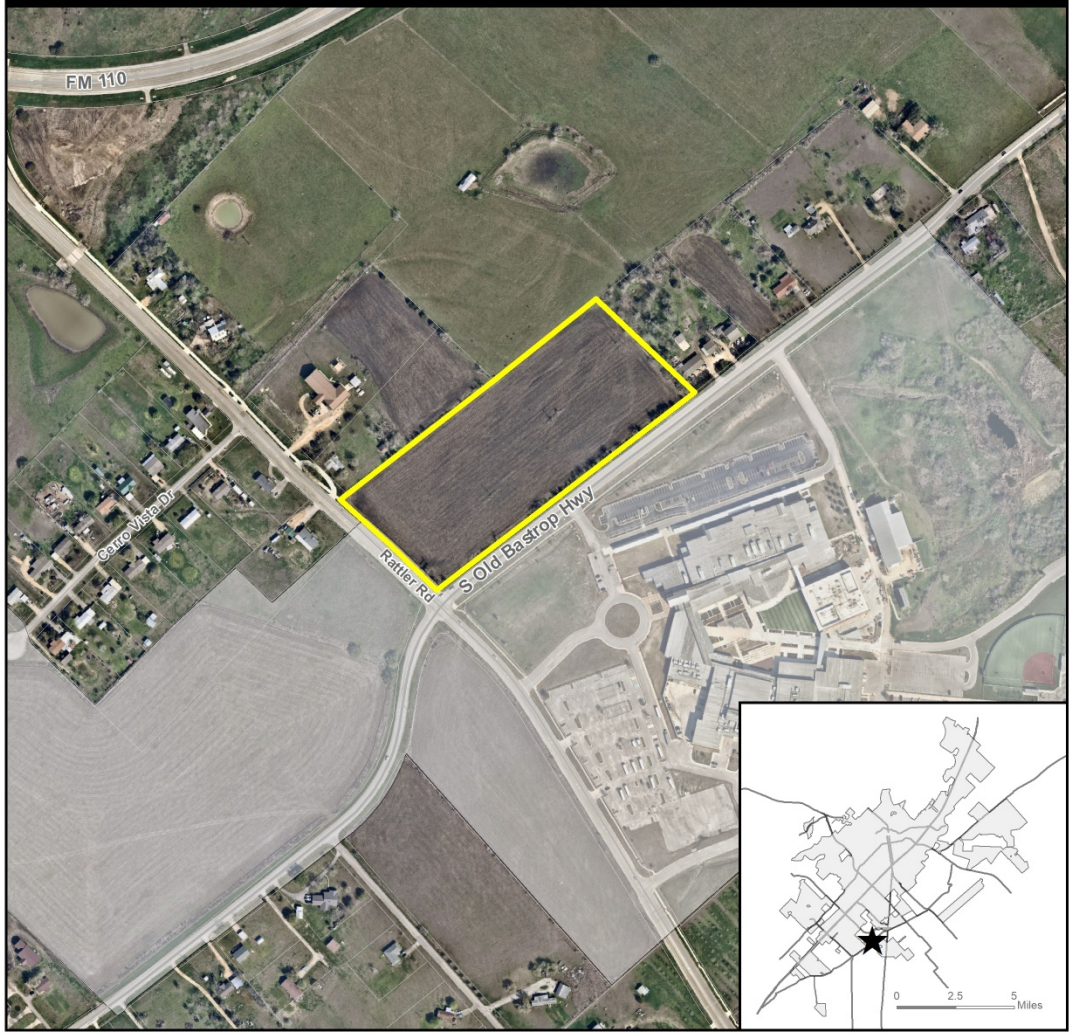
- **9.93 acres**
- **Intersection of South Old Bastrop Highway & Rattler Road**
- **Zoning**
  - The project site is currently in the process of annexing and zoning the property to Character District-5 (CD-5)
- **Comprehensive Plan**
  - East Village Medium Intensity Zone
- **Proposing 216 Total Units**

Income Restriction	Unit Count	Percent of Total Units
30% AMI	22	10%
40% AMI	18	8%
50% AMI	50	24%
60%/70%*	71	33%
70% AMI	55	25%
Total	**216**	

Bedroom	Unit Count	Percent of Total Units
1 bedroom	90	42%
2 bedroom	50	23%
3 bedroom	76	35%
Total	**216**	

  - 11 ADA Accessible Units

LIHTC-20-01
Aerial View
The Lantana on Bastrop-South Old Bastrop Hwy & Rattler Rd



Site Location
Subject Property
Parcel
City Limit

N
0 250 500 1,000 Feet

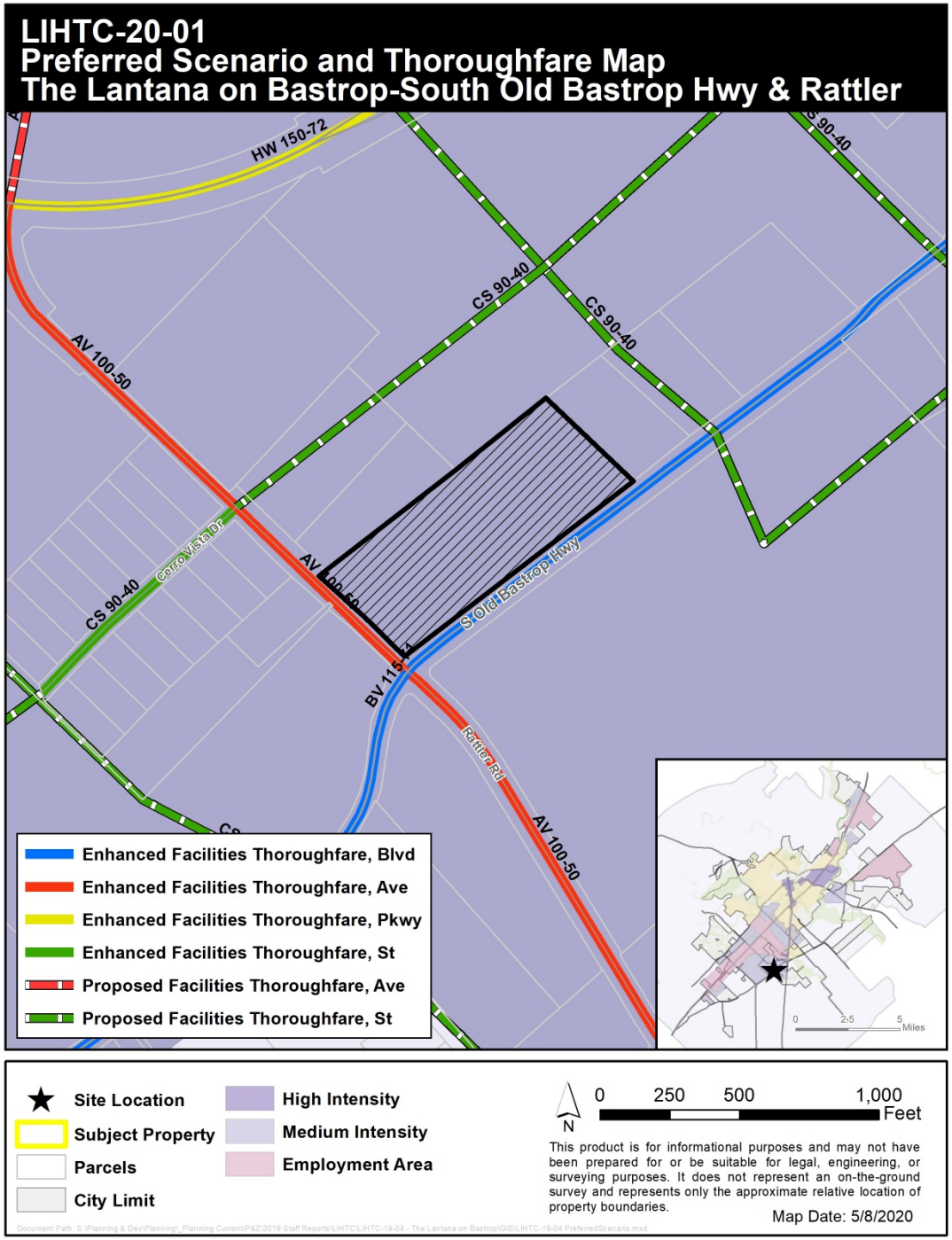
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Imagery from 2017.

Map Date: 5/8/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2019 Staff Reports\LIHTC\LIHTC-19-04 - The Lantana on Bastrop\GIS\LIHTC-19-04 Aerial Map.mxd

Background & Context

- **City Council approved the Resolution of No Objection on February 4, 2020**
- **City Council approved an amendment to the Resolution of No Objection on July 16, 2020 clarifying the proposed zoning district**
- The application met 6 out of the 8 criteria and the proposed amendment did not change this status



SAN MARCOS

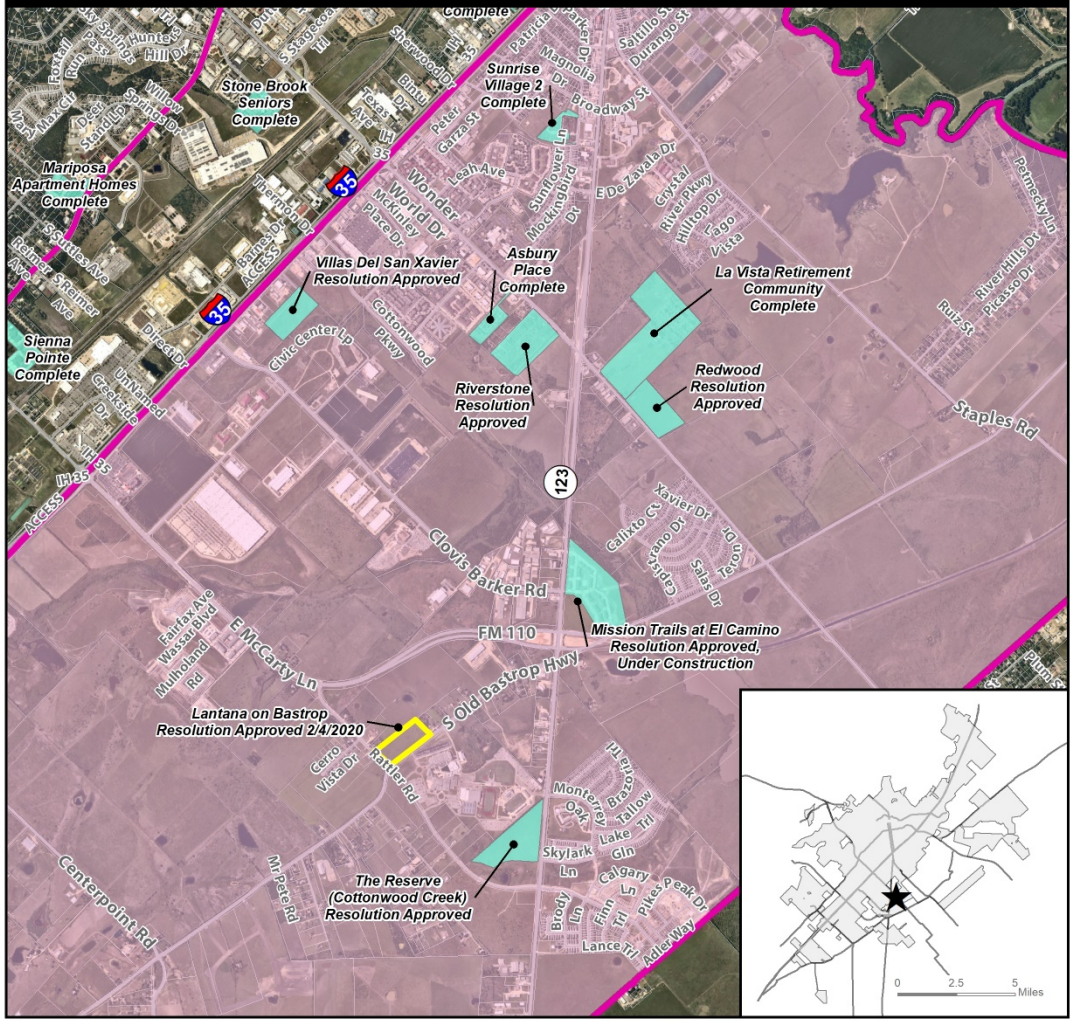
Summary of Resolution Amendment

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.**

LIHTC-20-01
20% Housing Tax Credit per Households Census Tract
Lantana on Bastrop Mutifamily Project — Old Bastrop and Rattler Road



20% Housing Tax Credit per Household Resolution Requirement

- TDHCA statutory requirement in the 2020 Qualified Action Plan. This plan governs the awarding and allocation of housing tax credits by TDHCA.

- Requirement is a “Housing De-Concentration Factor”. Rules intended to regulate the concentration of housing tax credit projects applicable to this development:
  - Twice the State Average per Capita Rule
  - 20% Housing Tax Credit per Household

- 20% HTC per census tract rule considers applications ineligible unless governing body containing the development supports the application by vote and resolution.

- Intent is to provide governing body opportunity to address concerns related to concentration of poverty and inequitable distribution of low income units. Policy is made for entire state and may be more applicable in some communities than others based on:
  - Number of market rate units vs. housing tax credit units in the census tract
  - The median rent of the area in relation to TDHCA rent restrictions based on AMI
  - Access to services and amenities in the area

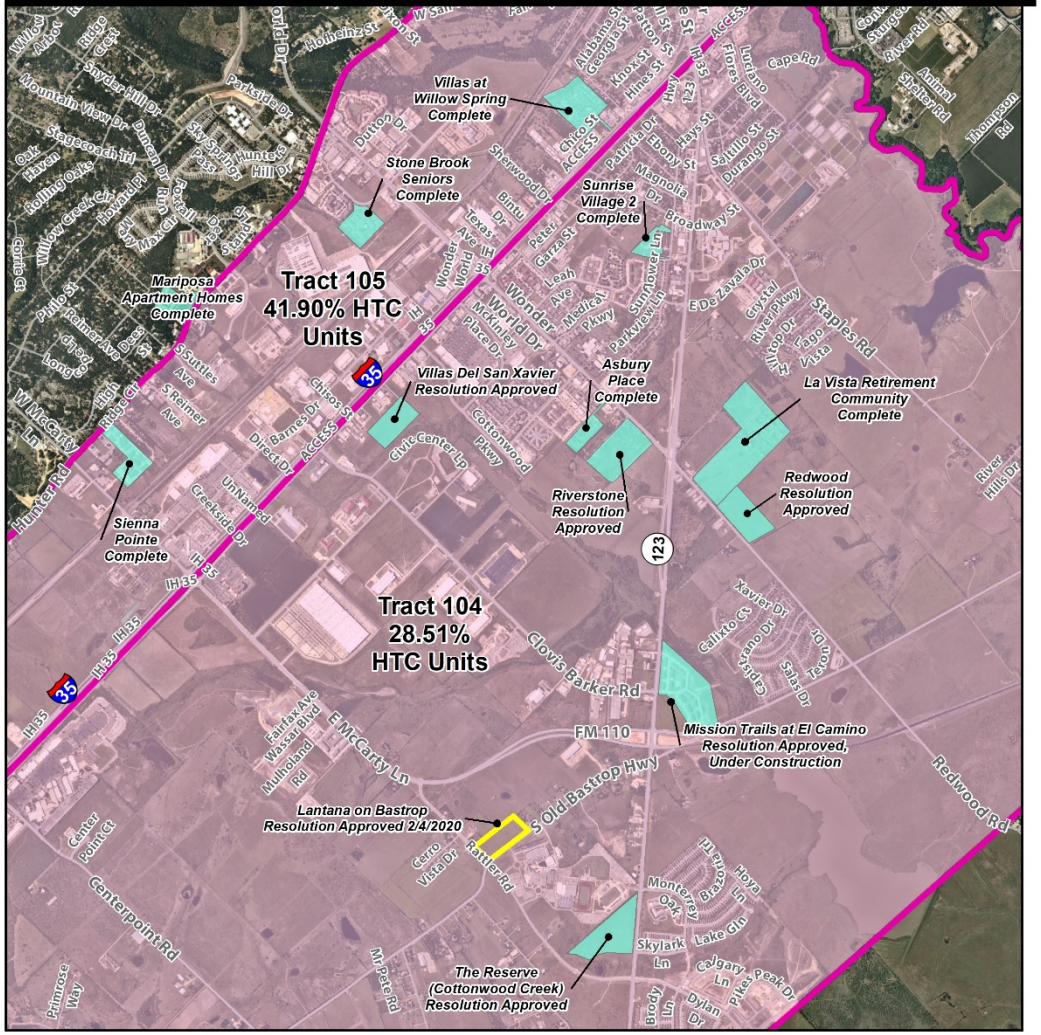
Tract 104

Status	Name	LIHTC Units
Complete	Asbury Place	64
Complete	La Vista Retirement Community	150
Complete	Sunrise Village 2	60
Resolution Approved	Lantana on Bastrop	216
Resolution Approved	Redwood	296
Resolution Approved	Riverstone	336
Resolution Approved	The Reserve (Cottonwood Creek)	320
Resolution Approved	Villas Del San Xavier	156
Resolution Approved	Mission Trails at El Camino	280
Total Units		**1878**

Tract 105

Status	Name	LIHTC Units
Complete	Sienna Point	228
Complete	Stone Brook Seniors	206
Complete	Villas at Willow Springs	135
Total Units		**569**

LIHTC-20-01
20% Housing Tax Credit per Households Census Tracts



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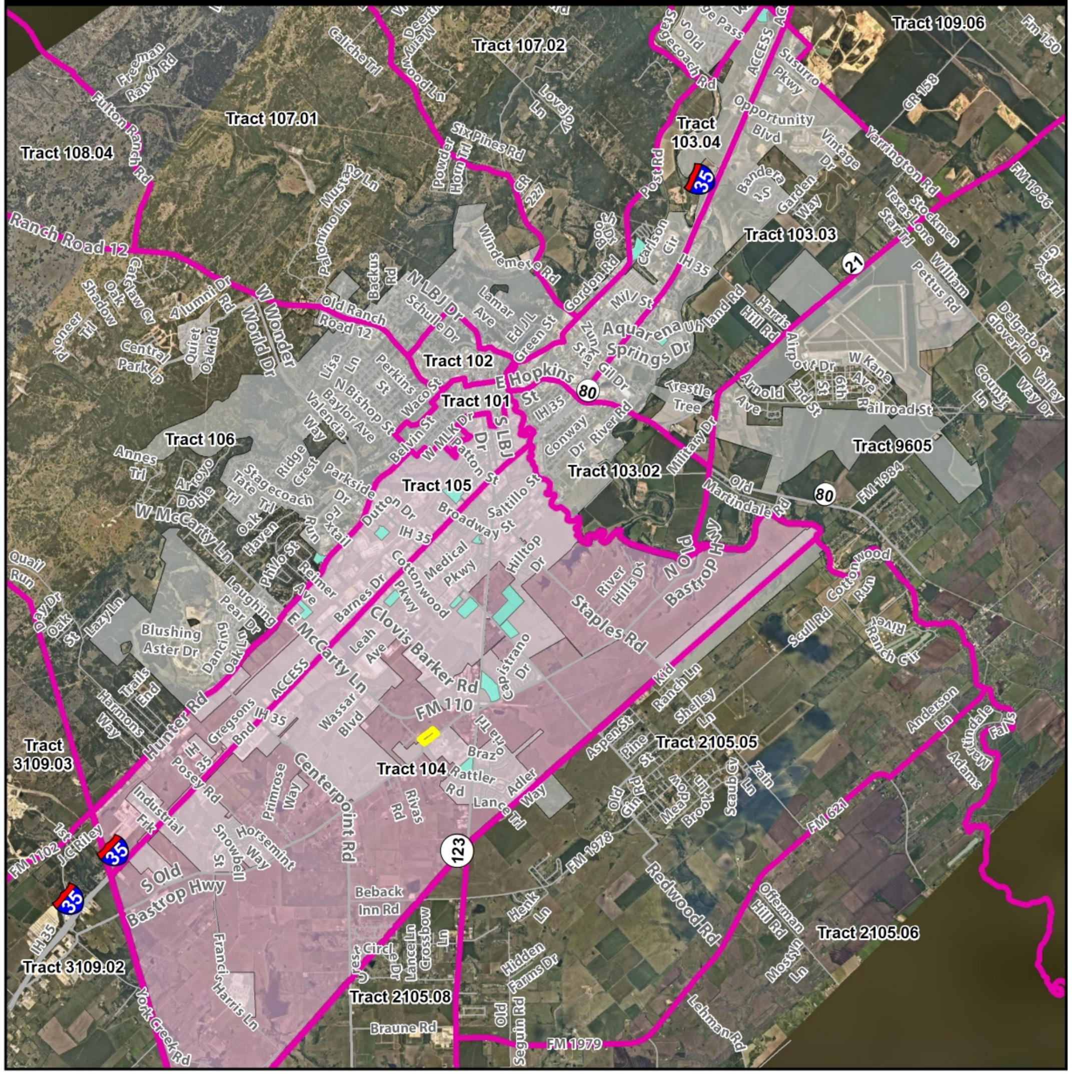
Map Date: 8/12/2020

LIHTC-20-01
San Marcos Census Tracts



- Proposed Development
- San Marcos LIHTC Projects
- Census Tracts
- 20% or More HTC Unit Tracts
- City Limit

N

0 4,875 9,750 19,500 Feet

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Map Date: 8/31/2020

TDHCA Income Limits for LIHTC Program

Household Size	30% AMI	40% AMI	50% AMI	60% AMI	70% AMI
Household of 1	$20,520	$27,360	$34,200	$41,040	$47,880
Household of 2	$23,430	$31,240	$39,050	$46,860	$54,670
Household of 3	$26,370	$35,160	$43,950	$52,740	$61,530
Household of 4	$29,280	$39,040	$48,800	$58,560	$68,320

San Marcos Median Household Income

Household Type	Median Income
All Households	$37,593
Family Households	$53,096
Non-family Households	$25,924

Texas Department of Housing and Community Affairs, 2020 Project & Income Rent Tool
**2020 Median Family Income for Austin-Round Rock MSA of $97,600*
United States Census Bureau, 2018 ACS 5-year estimates

TDHCA 2020 Rent Limits for LIHTC Program

AMFI %	Number of Bedrooms					
	0	1	2	3	4	5
20	$342	$366	$439	$507	$566	$625
30	$513	$549	$659	$761	$849	$937
40	$684	$732	$879	$1,015	$1,133	$1,250
50	$855	$915	$1,098	$1,269	$1,416	$1,562
60	$1,026	$1,098	$1,318	$1,523	$1,699	$1,875
65						
70	$1,197	$1,281	$1,538	$1,777	$1,982	$2,187
80	$1,368	$1,465	$1,758	$2,031	$2,266	$2,500

Texas Department of Housing and Community Affairs, 2020 Project & Income Rent Tool

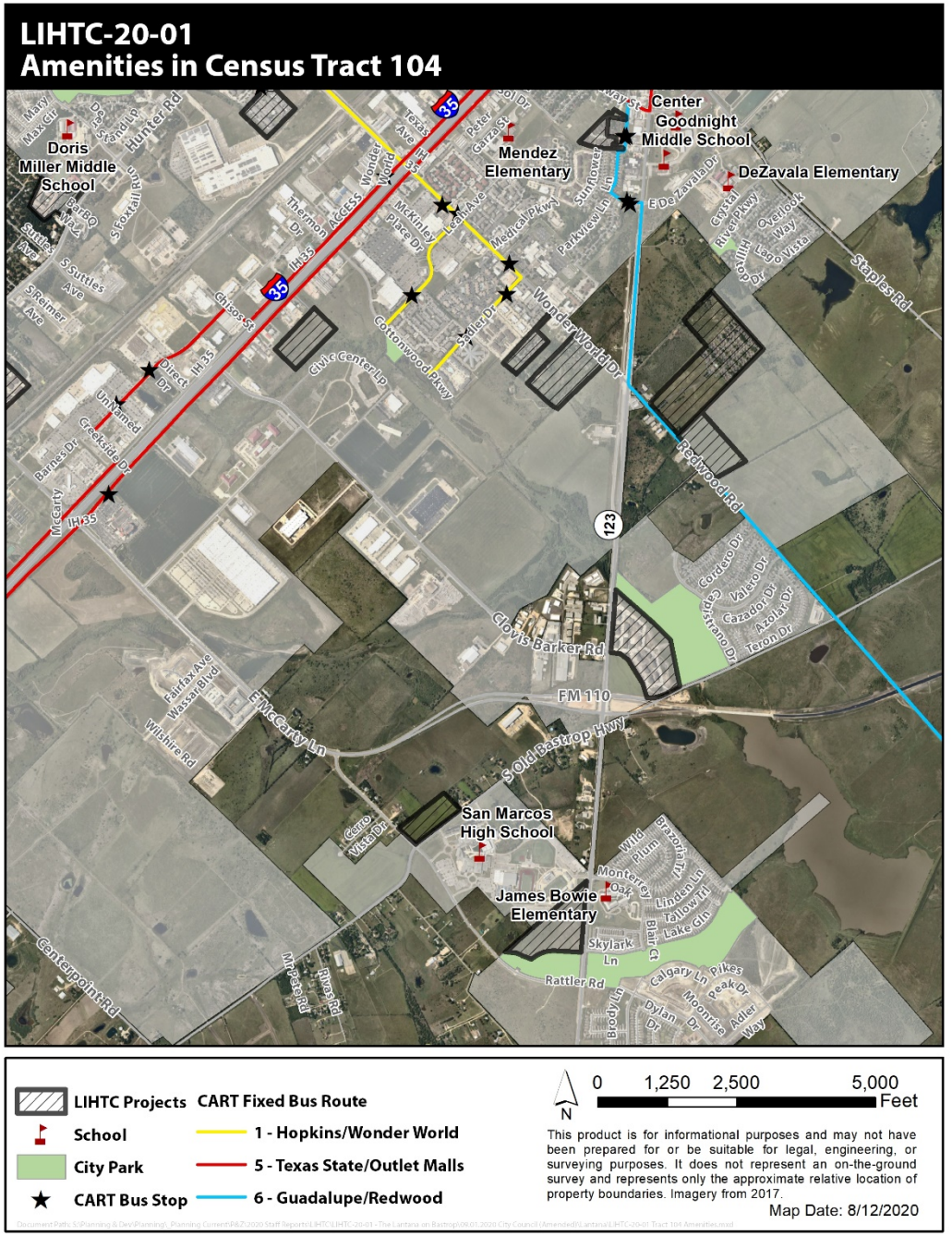
San Marcos Monthly Rent Estimates

Bedrooms	Amount	Measure	Data Source
All Occupied Units	$1,000	Median Gross Rent	2018 ACS 5 Year Estimate
All Homes	$1,022	Average Rent List Price	Apartments.com (8/2020)
All Homes	$1,400	Average Rent List Price	Zillow.com (8/2020)
0-4 Bedrooms	$845-$1,423	Median Gross Rent	2017 San Marcos Housing Needs Assessment, Root Policy Research

Access to Amenities

- CART routes 1 & 6
- SMCISD Schools
- El Camino Real, Paul Pena Parks, Cottonwood Creek dedicated parkland
- CTMC, Amazon Distribution Center, Red Oak Village Shopping Center

Employment Center and Medium Intensity Growth Area on Preferred Scenario Map

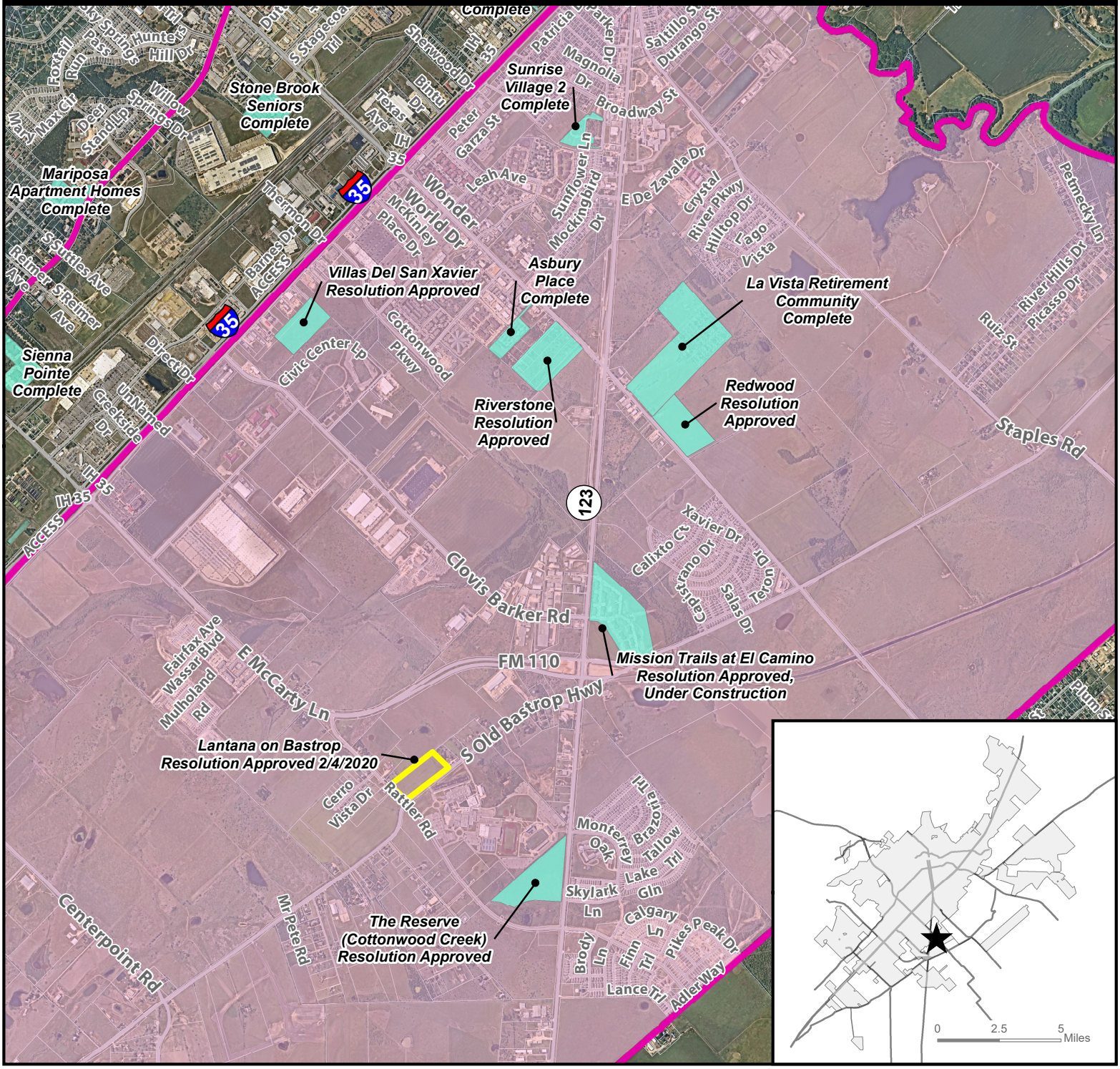


Low Income Housing Tax Credit Criteria for Recommendation of Approval	Resolution 2020-132R
1) Projects requesting an exemption from local taxes must meet additional criteria.	**Met**-The applicant is requesting a tax exemption and meets the additional criteria.
2) Addresses a housing need identified 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-5 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 amendment** as presented.

LIHTC-20-01
20% Housing Tax Credit per Households Census Tract
Lantana on Bastrop Mutifamily Project — Old Bastrop and Rattler Road



★ Site Location
Subject Property
Parcel
City Limit
San Marcos LIHTC Projects
Census Tracts
20% HTC Per Household Tract

N
0 1,550 3,100 6,200 Feet

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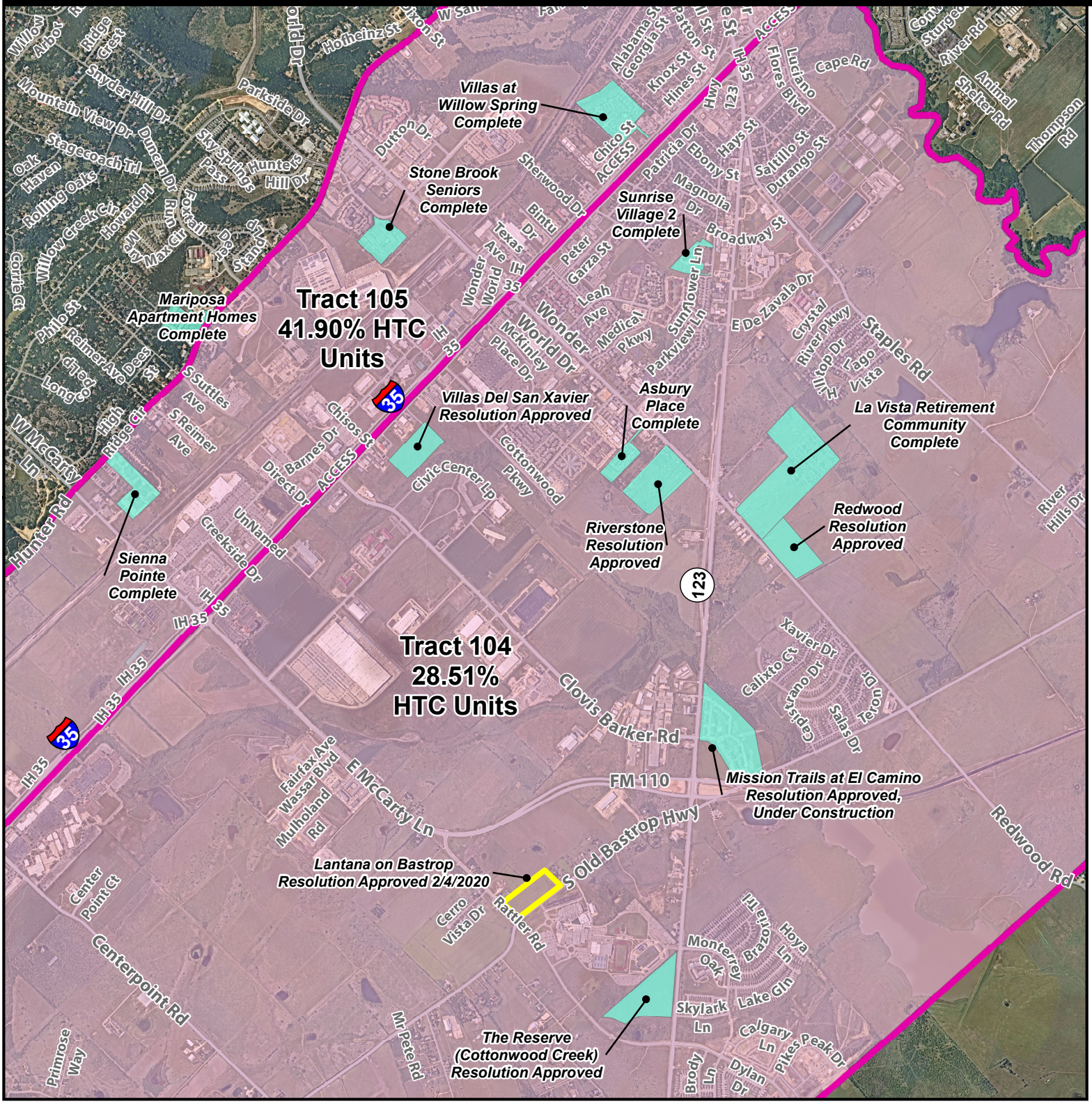
Map Date: 8/12/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\LIHTC\LIHTC-20-01 - The Lantana on Bastrop\09.01.2020 City Council (Amended)\Lantana\LIHTC-20-01 20% HTC Per Household Tract.mxd

LIHTC-20-01
20% Housing Tax Credit per Households Census Tracts



San Marcos LIHTC Projects

Proposed Development

20% or More HTC Unit Tracts

N

0 1,550 3,100 6,200 Feet

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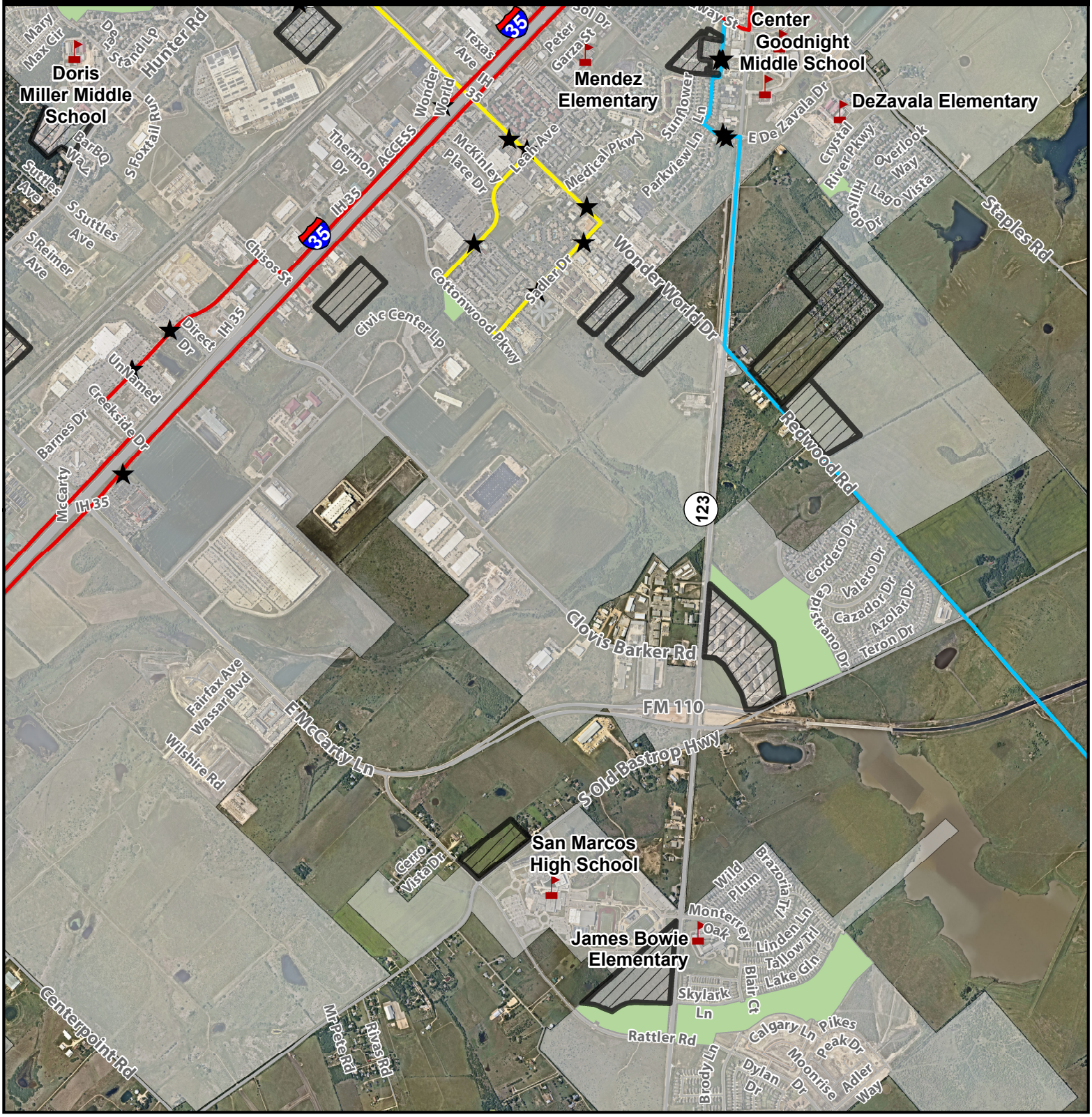
Map Date: 8/12/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\LIHTC\LIHTC-20-01 - The Lantana on Bastrop\09.01.2020 City Council (Amended)\Lantana\All 20% HTC Per Household Tracts.mxd

LIHTC-20-01
Amenities in Census Tract 104



LIHTC Projects

School

City Park

CART Bus Stop

CART Fixed Bus Route

- 1 - Hopkins/Wonder World
- 5 - Texas State/Outlet Malls
- 6 - Guadalupe/Redwood

N

0 1,250 2,500 5,000 Feet

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Map Date: 8/12/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\LIHTC\LIHTC-20-01 - The Lantana on Bastrop\09.01.2020 City Council (Amended)\Lantana\LIHTC-20-01 Tract 104 Amenities.mxd

Caldwell, Shavon

From: Valery Kedroff <valery@swilliamshcdc.com>
Sent: Monday, July 27, 2020 2:45 PM
To: Caldwell, Shavon
Cc: John Latham; Valery Kedroff
Subject: [EXTERNAL] Lantana (Rattler Rd) Resolution

Hello Shavon,

Per our conversation earlier today, we would like to request an amendment to our resolution of No Objection for Lantana (aka Rattler Road).

The Census tract (48209010400) in which the proposed development is to be located has greater than 20% LIHTC units and per TDCHA Rules a resolution is required from the city stating its understanding of this and its continued support.

The city previously supported the development and provided us with a resolution (Resolution number 220 - 28R) of no objection and understanding that San Marcos has more than twice the state average of Housing Tax Credit units within the city. We are requesting an amendment to add the additional language pertaining to the specific census tract.

Below is the specific language from the QAP for your reference;

(e) Limitations on Developments in Certain Census Tracts. An Application that proposes the New Construction or Adaptive Reuse of a Development proposed to be 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 shall be considered ineligible unless the Governing Body of the appropriate municipality or county containing the Development has, by vote, specifically supported the Application for the Proposed Development, and adopted a resolution stating the proposed Development is consistent with the jurisdiction's obligation to affirmatively further fair housing and that the Governing Body of the appropriate municipality or county containing the Development has no objection to the Application.

Please let me know if you need anything additional to process our request.

Thank you,

Valery Kedroff

512-484-2295

CAUTION: This email is from an EXTERNAL source. Links or attachments may be dangerous. Click the Phish Alert button above if you think this email is malicious .

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 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.

Legislation Text

File #: Res. 2020-189R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-189R, authorizing a Change in Service to the agreement with Knight Office Solutions through a cooperative agreement with U.S. Communities Government Purchasing Alliance to extend the agreement for a one-year term in the estimated annual amount of $100,550.00 for City-wide printer maintenance with three additional one-year term options for an estimated total contract amount of $402,200.00; authorizing the City Manager or his designee to execute the appropriate documents necessary to implement the Change in Service; and declaring an effective date.

Meeting date: September 1, 2020

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

Amount & Source of Funding

Funds Required: $100,550 FY21, $100,550 FY22, $100,550 FY23, $100,550 FY24
Account Number: 10001280.52395, 22006335.52395, 21006322.52395
Funds Available: Click or tap here to enter text.
Account Name: Software License and Maintenance

Fiscal Note:

Prior Council Action: September 17, 2019 Council approved contract #219-270 with Knight Office Solutions, located in San Antonio Texas in the estimated annual amount of $100,550 for Printer Maintenance Services, Resolution 2019-173R.

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:

Staff recommends renewal of annual contract 219-270 with Knight Office Solutions for city-wide printer maintenance through a cooperative agreement with U.S. Communities Government Purchasing Alliance contract #400003732. The City of San Marcos is authorized by Local Government Code Chapter 271 to participate in cooperative purchasing programs.

This renewal will be for one year in the estimated annual amount of $100,550, with three additional one year term options for an estimated total amount of $402,200. The annual contract renewals may be awarded administratively in the form of an Authorization of Change in Service.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Award renewal of contract 219-270 to Knight Office Solutions.

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RESOLUTION NO. 2020-189R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A CHANGE IN SERVICE TO THE AGREEMENT WITH KNIGHT OFFICE SOLUTIONS (CONTRACT NO. 219-270) THROUGH A COOPERATIVE AGREEMENT WITH U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE TO EXTEND THE AGREEMENT FOR A ONE-YEAR TERM IN THE ESTIMATED ANNUAL AMOUNT OF $100,550.00 FOR CITY-WIDE PRINTER MAINTENANCE WITH THREE ADDITIONAL ONE-YEAR TERM OPTIONS FOR AN ESTIMATED TOTAL CONTRACT AMOUNT OF $402,200.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE APPROPRIATE DOCUMENTS 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 Knight Office Solutions (Contract No. 219-270) through a cooperative agreement with U.S. Communities Government Purchasing Alliance to extend the agreement for a one-year term in the estimated annual amount of $100,550.00 for City-wide printer maintenance with three additional one-year term options for an estimated total contract amount of $402,200.00 is approved.

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

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

ADOPTED on September 1, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

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EXHIBIT B
AUTHORIZATION OF CHANGE IN SERVICE

CONTRACT NUMBER / CONTRACT NAME:	219-270 Printer Maintenance Services	
CITY REPRESENTATIVE:	Tanee Young/I.T.	
CONTRACTOR:	Knight Office Solutions	
CONTRACT EFFECTIVE DATE:	9/20/19 thru 9/19/20 4 (1) year renewal Options	
THIS AUTHORIZATION DATE:		**AUTHORIZATION NO.: 1**

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

Pursuant to the terms of the contract the City of San Marcos chooses to extend this contract for the first renewal option. This one (1) year renewal begins September 20, 2020 and continues through September 19, 2021 at the annual cost of $100,550.00. All remaining terms and conditions of the original contract will remain in full force and effect for the duration of this agreement.

Knight Office Solutions agrees to maintain insurance for the duration of the renewal period in compliance with the requirements of the original contract. Please email a current Certificate of Insurance to email address to CSingleton@sanmarcostx.gov to complete renewal process.

Original Contract Amount:	100,550	Original Term 9-20-19 to 9-19-20
Previous Increases/Decreases in Contact Amount:	0.00	
This Increase/Decrease in Contract Amount:	100,550	Renew 1st term 9-20-20 to 9-19-21
Revised Contract Amount:	201,100	

CONTRACTOR: Knight Office Solutions

DocuSigned by:
Signature John Cheney 82C15B910A7444C... Date 7/6/2020

John Cheney Co-President
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
10001280 52395	$33,516.66	
22006335 52395	$33,516.66	
21006322 52395	$33,516.66	

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THE CITY OF SAN MARCOS
SERVICES CONTRACT
PRINTER MAINTENANCE
219-270

This **Agreement** (this "**Agreement**") is entered into by and between THE CITY OF SAN MARCOS, a municipality in the State of Texas ("**CITY**"), and **Knight Office Solutions**, whose address is 12961 Park Central, Suite 1470, San Antonio, Texas ("**CONTRACTOR**"), through the U.S. Communities Government Purchasing Alliance contract # 400003732 and is effective for all purposes as of the date of the last signature to this Agreement ("**Effective Date**").

City and Contractor agree as follows:

1. **Services.** Contractor will perform the Services ("**Services**" or "**Project**") and provide deliverables ("**Deliverables**") set forth in **Exhibit A**, attached and incorporated for all purposes, to the satisfaction of City.

2. **Term.** The term ("**Term**") of this Agreement will commence on the Effective Date, and will continue for one (1) year term, unless sooner terminated as provided herein. The contract may be extended for four (4) additional one (1) year periods, provided all terms and conditions remain in full force and effect except for the contract period being extended or any price redetermination. This option, if exercised, is to be executed in the form of an Authorization of Change in Services, to be issued no sooner than ninety days (90) prior to expiration of this contract, nor later than the final day of the contract period. This option to extend requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend will cause the contract to expire on the original or mutually agreed upon date. The total period of the contract, including all extensions as a result of exercising this option, will not exceed a maximum combined period of five (5) years.

3. **Compensation.** Contractor's fees for the Services are set forth in **Exhibit A**, attached and incorporated for all purposes for an estimated amount of one hundred thousand, five hundred and fifty dollars ($100,550.00) per year, for an anticipated amount of five hundred and two thousand, seven hundred and fifty dollars ($502,750.00) for the full five (5) year term of the Agreement. City will pay to Contractor compensation for performance of the Services within thirty (30) days after receipt of an appropriate invoice ("**Invoice**") and City's approval of Services. Payment will be made in accordance with the Texas Prompt Payment Act, currently codified in Chapter 2251, *Texas Government Code*. Payment for delivery of Services, and rendered will not be unreasonably withheld or delayed. If City disapproves any amount submitted for payment by Contractor, City will give Contractor specific reasons for disapproval in writing within a reasonable time. Upon resolution of any disputed charges, Contractor will re-invoice such remaining charges to City.

WARRANTIES, TERMS, AND REPRESENTATIONS.

4. **Compliance with Laws and Policy.** Contractor warrants and agrees that Contractor will perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform the Services in compliance with all City's Rules and "**Standard Terms and Conditions,**" when not in conflict with the terms of this Agreement, found at www.sanmarcostx.gov/termsandconditions, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

   4.1 Contractor will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.

5. **Performance.** Contractor represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement will be performed consistent with generally prevailing professional or industry standards.

6. **Authority.** Contractor represents and agrees that this Agreement reflects Contractor's full and correct name and that Contractor is entering into this Agreement in an individual capacity/with authorization on behalf of the named entity.

7. **Conflict of Interest.** Contractor represents, and agrees that Contractor presently has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.

8. **Deliverables and use of Documents.** All drawings, specifications, plans, computations, data, photographs, records, models, statements, reports, and other deliverables or materials prepared or produced by Contractor in connection with the Services (collectively, **"Service Deliverables"**), whether or not accepted or rejected by City, are the property of City and for its exclusive use and re-use at any time without further compensation and without any restrictions. Contractor will not sell, disclose, or obtain any other compensation for the Service Deliverables. Contractor will not use Service Deliverables in any manner for any other purpose without the express written consent of City.

9. **Assignment.** Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, without the express written consent of City. The benefits and burdens of this Agreement are assignable by City.

10. **Order of Precedence.** This Agreement includes by reference, the provisions of the solicitation documents, Contractor's response to the solicitation, the exhibits or attachments to this Agreement. In case of any conflict among the provisions of this Agreement, the following descending order of precedence will be observed:

    10.1 This Agreement and Standard Terms and Conditions;
    10.2 Exhibit A;
    10.3 Solicitation Documents
    10.4 Contractor's Response to Solicitation
    10.5 Other exhibits and attachments to this Agreement

    In the event of any conflict between the Agreement and the provisions of any exhibits or attachments to this Agreement, this Agreement will govern and control.

11. **Insurance and Liability**: During the period of the resulting contract, the Contractor will maintain, at its expense, insurance with limits not less than those prescribed below. Insurance underwriters will be acceptable to the City. With respect to required insurance, the Contractor will:

    11.1 Name the City of San Marcos, Purchasing and Contacting Division, 630 East Hopkins Street, San Marcos, Texas 78666 as an additional insured.
    11.2 Provide the City with a thirty (30) days' written notice to the Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate.
    11.3 Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided will not be construed as a waiver of Insured's obligation to maintain such insurance.
    11.4 Provide the City of San Marcos Purchasing and Contracting Division, 630 East Hopkins Street, San Marcos, Texas 78666, a Certificate of Insurance evidencing required coverage before execution of contract.
    11.5 Submit a Certificate of Insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	$1,000,000.00
Bodily Injury (Each accident)	$1,000,000.00
Property Damage.....	$1,000,000.00
General Liability (Including Contractual Liability):	
Bodily Injury.....	$1,000,000.00
Property Damage.....	$1,000,000.00
Workers' Compensation.....	Statutory

12. **Additional Services/Change or Delay in Services.** The City may direct the Contractor to perform services outside of the scope of the Services. The Contractor will submit a written estimate of fees to the City and obtain the City's authorization before initiating any additional services. Each material change (deletion or addition) in the services to be provided by Contractor must be authorized by the City on the Authorization of Change in Services, **Exhibit B** to this Agreement. Compensation for additional services will be in addition to that specified for the Services. The approval of the City Council is necessary for all additional services the compensation for which exceeds $50,000. No charge will be made by the Contractor for any hindrance or delay from any cause whatever during the progress of any portion of its work that can reasonably be contemplated by the scope of work, but the City may grant an extension of time for the completion of the work, provided it has satisfied that such delays or hindrances were due to extraordinary causes or to the acts of omission or commission by the City. Any such extension of time will be provided utilizing the City's Authorization of Change in Services form.

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13. **Force Majeure.** Neither City nor Contractor will be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

14. **Termination.** City may terminate this Agreement in accordance with the Standard Terms and Conditions. Upon such termination, City will pay Contractor, at the rate set out in **Exhibit A,** for Services satisfactorily performed through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any Services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

15. **Notice.** Any notices required under this Agreement will be made in writing, postage prepaid to the following addresses, and will be deemed given up hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three days after deposit in the United States Mail:

CITY:	**CITY:**	**CONTRACTOR:**
The City of San Marcos	The City of San Marcos	Knight Office Solutions
Attn: City Manager's Office	Attn: Purchasing Manager's Office	John Cheney, President
630 East Hopkins Street	630 East Hopkins Street	12961 Park Central, Ste. 1470San
Marcos, TX 78666	San Marcos, TX 78666	San Antonio, TX 78216

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the Effective Date written above:

CONTRACTOR:

DocuSigned by:
John Cheney
Signature 82C15B910A7444C...

9/19/2019
Date

John Cheney Co-President
Print Full Name / Title (if not in individual capacity)

CITY:

Signature

09/20/19
Date

Bert Lumbreras
Print Name

City Manager
Title

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Exhibit A

Contract 219-270

TECHNOLOGY PROPOSAL AND INVESTMENT PLAN

THE CITY OF SAN MARCOS

Prepared For: Kayla McCaslin

Prepared By: Janice Edwards

Date: July 11, 2019

The content of this proposal contains confidential trade secret information and is intended for your use only. The contents herein may not be reproduced without the specific written permission of Knight Office Solutions. This is a proposal only and informative in nature; pricing in this proposal is good 60 days from date specified above. Actual contract terms and conditions, as well as final pricing, will be submitted upon your request.

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OUR OFFERINGS

Multifunction Copiers and Printers

Managed Print Services

Production Printing

Managed IT Services

Backup and Disaster Recovery

Document Management

12961 Park Central, Ste 1470
San Antonio, TX 78216

knightoffice.com

July 11, 2019

Dear Kayla,

We appreciate the opportunity to present to City of San Marcos a proposal for business technology that, based on our findings, should serve your organization in accomplishing your mission:

The mission of the City of San Marcos is to improve the quality of life of those who live, work or visit San Marcos by providing a safe family atmosphere that is rich and diverse in cultural and natural resources and promotes economic and educational opportunities.

This proposed technology solution will assist the entire City of San Marcos team to first and foremost allow them to do their jobs with greater operational efficiency. In addition to updated technology, other areas important to the process include efficient implementation, training to leverage the full capability of the technology, and responsive and effective ongoing support through the life of the proposed agreement.

At Knight Office Solutions, we are committed to hiring employees who can deliver on our promises to you, and to developing a culture who values loyal customers. You can be confident that we are fully committed and have the resources to deliver on everything that has been proposed.

We are excited for the opportunity to continue to work with City of San Marcos.

Sincerely,

Account Manager
(210) 340-8909

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ABOUT US

Knight Office Solutions is a technology company focused on delivering outstanding service. "Who we are" is best conveyed through our Mission Statement. It is a reflection of what we are here to do, what it is we deliver to our customers, and how we must carry ourselves as an organization to be successful.

Our Mission Statement

We help our customers reach their business goals by providing client-focused technology solutions with the highest level of support and ethical standards.

Our company was founded as "Knight Laser Recharge" with a mission to reduce client's expenses related to operating laser printers. As we have evolved into the technology company we are today, we have grown to over 85 employees with offices in San Antonio and Austin. We focus on creating trusted business relationships and work toward developing committed, loyal employees. KOS has been and is currently a San Antonio "Top Work Places."

History Highlights

1990 – Company founded as a printer support company
2001 – Began initiative to support both printers and MFP's
2003 – KOS launches MFP division
2004 – KOS moves to MDS, MPS model
2006 – KOS Austin office opens
2010 – Move to new facility at 12961 Park Central, Ste. 1470
2010 – SA business journal recognizes company growth
2012/3 – Managed IT Services added to offerings

At Knight, our products don't determine your solution, your needs do. As a locally owned, independent dealer, we offer objectivity. We are an authorized dealer for the best products in the industry but our solutions may not always require the purchase of new equipment if maximizing your existing assets makes better sense.

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CUSTOMER SATISFACTION

At Knight Office Solutions (KOS), we are committed to the highest level of customer satisfaction and the best technology in the market today. To support this commitment KOS offers the following guarantees for equipment within our service area:

Equipment Performance* "Lemon Policy"	Guaranteed Response Time
If the performance of your new system does not meet the Manufacture published specifications, KOS will replace the equipment at your request with a machine having comparable features and capabilities. This guarantee shall be for the term of the agreement and there will be no additional cost to the client.	KOS guarantees an average four hour response from the time your call is placed until a KOS trained technician is on site. If KOS does not fulfill this response time guarantee, KOS will credit one month's paid usage for that device on the next maintenance billing.

After your equipment is delivered, users will be trained and supported. Key operator training will be scheduled within two business days from the time of complete system installation. There are no costs associated with new equipment training.

Service situations are disruptive to business operations and having to wait for a technician to arrive can be costly to your organization. KOS offers a ***Help Desk*** service and many times can solve issues remotely, saving you time and money. Help Desk technicians are available to answer all product-related questions to help maximize full utilization and operation of your system.

Should you need a technician to service your equipment, you can be assured of the following:

The Complete Call	Technical Updates	Parts Availability
With the complete call a KOS trained technician will not only address the immediate need, but also perform a comprehensive inspection of the entire system. The complete call helps to reduce down time and enhance productivity.	The latest technical modifications to improve the overall performance of your system will be installed at no additional cost.	KOS maintains a local parts and supplies inventory in order to effectively service our customers. In addition, all KOS technicians maintain a sufficient part inventory in their car stock which is replenished regularly.

* These KOS guarantees apply to equipment acquired by you from KOS and continually maintained by a KOS service contract.

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PROPOSED SOLUTION

The current equipment of the City of San Marcos is listed on the next few pages. I have combined all printers into one cost per page for Black pages and Color pages. The only exception is the HP LaserJet M477 printers. I have separated this group of printers into their own tables. The cost per page for Black pages and Color pages is listed below the table of equipment and locations. The HP Designjet T2300 is a parts and labor contract only that is renewed annually.

US Communities—Contract #4400003732

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CURRENT EQUIPMENT

Serial Number	Make & Model	Location
CNRC66Q12T	HP 1320tn	SMEU Christine's Office
CNGKK88651	HP 2420dn	Fire Station 5-Rick's Offices
CNDJB41321	HP 2420dn	Fire Station 5-Karl's Office
CNGKJ66021	HP 2420dn	Fire Station 5-Captin's Office
JPDGR08985	HP 2420dn	City Hall - HR-Linda's Office-HR
CNGKC46558	HP 2420dn	Fire Station 5-Chief's Office
JPGGR14789	HP 2420dn	Parks-Jimmy's Barn
USQC067377	HP 4050N	Municipal Court
USGNX00821	HP 4200DTN	OLD MUNICIPAL HR TRAINING ROOM
USDNM00780	HP 4200N	HUMAN RESOURCES-City Hall Building
CNDY603758	HP 4300DTN	Old Muni Court Bldg
CNBXB16873	HP 5200dtn	Public Works/Transportation
JPFK001733	HP 5500HDN	CITY MANAGERS-Storage
CNGCG4J04Z	HP CP5225N	Parks - Discovery Center
VNB3N08343	HP M254DW	Public Works/Transportation Sign Shop (Main Office)
CNDCB370LF	HP M4345MFP	SMEU-Behind Call Takers
CNDF320814	HP M451DN	City manager's office
VNB3M69301	HP M452DN	SMEU Tom's Office
VNB3M69301	HP M452DN	Lloyd's Office

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CURRENT EQUIPMENT

Serial Number	Make & Model	Location
CNB8D3NS4P	HP M475D	Police Department
JPBCJ470F6	HP M553N	Library-CIRC Desk
JPBCHCR16N	HP M553N	City Manager's Office
JPBCJ8J16C	HP M553N	Fire Station 5 -Jana's Office
CN59FD21M4	HP M570DN	City Hall Bldg - Legal Department
CNB9GBYFF1	HP M570DN	Animal Shelter-Steven's Office
CNB9H5FKCK	HP M570DN	Planning- Upstairs (Printer Alley)
CNDCG8Y0HH	HP M602N	Library-By Kay's Desk
CNCCF6L01X	HP M602X	Library - Tech Area
CNCCF811KF	HP M602X	municipal court-unit 2233
CNB9960083	HP P2055	Utility Billing Front Office Front Window
CNB9938021	HP P2055	Parks - Grant Harris Jr. Bldg.
CNBJ600943	HP P2055	Parks - Grant Harris -Drew Well's Office
CNB9N65300	HP P2055	Old Muni Court Building Finance (Robert's Office)
VND3716716	HP P3015	Water/Waste Warehouse (Esther's Office)
CNDY238634	HP P4015N	Library-Diane's Office
CNDYB53131	HP P4015N	Library - CIRC Desk
NQX2X04906	KYOCERA FS1035MFP/DP	Police Department-Dispatch Office
NQX2Z05958	KYOCERA FS1035MFP/DP	SMEU-Main Office

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CURRENT EQUIPMENT

Serial Number	Make & Model	Location
NQX3X08659	KYOCERA FS1035MFP/DP	Parks & Rec- Hwy 21-Softball Complex (USB)
NQX3306941	KYOCERA FS1035MFP/DP	City Hall Building Assistance Director's Office
NQX3306953	KYOCERA FS1035MFP/DP	Main Street Printer -Police Dept.
LVK3Z00786	KYOCERA P2135D	100 Carlson Cir.- Fire Station #5
LVK3Z00776	KYOCERA P2135D	SMEU Inventory Area
VM37101474	KYOCERA P3045DN	Police-Admin Office
3128MC00842	LANIER IMC4500	Back Utility Office
3128MC00881	LANIER IMC4500	Main Office
V4498902113	LANIER LD117	POLICE DEPT-CID OFFICE
S7225300025	LANIER LD130C	City Hall Building -Main Area
V7905200116	LANIER LD140SP	Old Muni Court Bldg Finance - Main Area
V2495400565	LANIER LD525C	Planning-Upstairs (Printer Alley)
S9339200381	LANIER LP137CN	Planning Department Upstairs (Printer Alley)
S9349300588	LANIER LP137CN	Public Works/Transportation Front Office
S3888700714	LANIER LP331CN	SMEU Behind Call Takers
S3888600254	LANIER LP331CN	Old Muni Court Bldg Finance - Ismael's Office
S3899101503	LANIER LP331CN	Planning
Q8067000537	LANIER LP440Cdt1	SMEU Robin's Office
S4916500043	LANIER LP540C	Fire Station 5 Reception Area

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CURRENT EQUIPMENT

Serial Number	Make & Model	Location
C298R400579	LANIER MP2555SP	WIC-SM-LanierMP2555-BW
C298R500226	LANIER MP2555SP	WIC-NB-LanierMP2555-BW
C298R500155	LANIER MP2555SP	WIC- Seguin- LanierMP2555-BW
C298R500656	LANIER MP2555SP	WIC-Lockhart-LanierMP2555-BW
C298R400636	LANIER MP2555SP	WIC-Kyle-LanierMP2555-BW
G175R530463	LANIER MP4054	Police Department -Records Office
C338R300354	LANIER MP5055SP	POLICE DEPARTMENT-CID OFFICE
C767R611377	LANIER MPC2004EX	Marshal's Office- General Area
C778R610592	LANIER MPC2504EX	WIC-SM-LanierMPC2504EX-CLR
W793PA01975	LANIER MPC305SPF	Patrol Report Writing Department
W794P506909	LANIER MPC305SPF	COMMUNITY SERVICES NORTH HALLWAY
W794P700466	LANIER MPC305SPF	Animal Shelter Erin's Office
W794P700481	LANIER MPC305SPF	Animal Shelter Receiving Front Desk
W794P300018	LANIER MPC305SPF	Rio Vista Park Main Office
G446P703962	LANIER MPC306SPF	POLICE DEPT- CID OFFICE
C509P300308	LANIER MPC307	City Hall, Bldg #2, File Room
E174MC11487	LANIER MPC4503	Municipal Court
E175M860877	LANIER MPC4503	Water/Waste Water Quality Building
E175M610271	LANIER MPC4503	Fire Station 5 Copy Room

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CURRENT EQUIPMENT

Serial Number	Make & Model	Location
G716M661697	LANIER MPC4504	City Hall Building Main Area
G716M661398	LANIER MPC4504	City Hall Building - Legal Office Main Area
G716M760877	LANIER MPC4504	Capital Improvements Dept/2nd Fl Outside Laurie Moyer's Office
G716M762223	LANIER MPC4504	Old Permit Bldg - IT Dept - Server Room-Front Area
C737M440127	LANIER MPC4504EX	City of San Marcos Visitor's Bureau
C738M340931	LANIER MPC4504EX	Police-Admin Office
E245C200048	LANIER MPC8002SP	Planning Department Upstairs (Printer Alley)
C076C800091	LANIER MPC8003	City Clerk Office Next to City Council Side Door
T312Q900161	LANIER PS3510DN	Fire Station 5-John's Office
T585H300570	LANIER SP4520DN	Police Department Dispatch Office
T423M110002	LANIER SP8300DN	SMEU Behind Call Takers
X688P800546	LANIER SPC440DN	Finance
T364M300208	LANIER SPC830DN	Parks & Rec Department - Grant Harris Bldg
T364GC00247	LANIER SPC830DN	Old Muni Court Bldg Information Technology Dept
T365G600127	LANIER SPC830DN	Water/Waste Break Room
Y226MB10091	LANIER SPC840DN	Library Main Back Office
3129M401047	LANIER IM C4500	Purchasing
	HP LJ M452DN	Tyler Hjorth's Office

All Black Pages Billed at $0.011

All Color Pages Billed at $0.056

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CURRENT EQUIPMENT-HP M477

Serial Number	Make & Model	Location
VNB8J7KF59	HP M477F	Behind Planning Dept Dalinda's Office
VNB8J60MD3	HP M477F	Public Works/Transportation Sign Shop (Rachel's Office)
VNB8J33BMZ	HP M477F	CVB
VNB8J796V0	HP M477F	Old Permit Building Behind IT Dept Side Office
VNB8JDNFCY	HP M477F	Patrol Hays County Jail
VNB8K3D3H7	HP M477F	Public Works/Transportation Bull Pen (next to Animal Shelter)
VNBKK584Q5	HP M477F	Municipal Court
VNBKK5830F	HP M477F	Municipal Court
VNBKK7G5FB	HP M477F	Dispatch Freddy's Office
VNBKK7L4QY	HP M477F	Library Reference Desk
VNBKK68HC2	HP M477F	Fire Station 4
VNBKK68HD8	HP M477F	Fire Station 3
VNBKKCJB34	HP M477F	Fire Station 2
VNBKK68HBS	HP M477F	Fire Station 1
VNBKK68HB5	HP M477F	Fire Station 5 Training Room
VNCKM1ZBHZ	HP M477F	Fire Station 5 Watch Room
VNBKL1W2HW	HP M477F	

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CURRENT EQUIPMENT-HP M477

Serial Number	Make & Model	Location
VNBKK7G6VP	HP M477F	Main Street
VNBKL2R9D7	HP M477F	Water/Waste Meter Shed
VNBKKC9JDH	HP M477F	City Clerks -Birth Certificate Window
VNBKL2QDBL	HP M477F	Library-Diane's Office
VNBKL4K3FF	HP M477F	@ 404 Broadway- New
VNBKK584MF	HP M477F	Municipal Court
VNBKL35GGW	HP M477F	Waste Treatment

All Black Pages Billed at $0.022

All Color Pages Billed at $0.11

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CURRENT EQUIPMENT—HP Designjet T2300

Serial Number	Make & Model	Location
CN15U3K024	HP Designjet T2300	SMEU Engineers Area

Annual Contract Billed Quarterly @ $252.50 per Quarter.

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DocuSign Envelope ID: 1E9E82C7-C477-40CA-899A-09EA609B228A

IMPLEMENTATION

Order and Delivery Lead Time

Knight Office Solutions estimates that we can implement your solution within two weeks of receiving your signed order. In order to facilitate delivery, the following must occur:

Before Implementation	During Implementation	After Implementation
Customer to confirm space & electrical needs, including network ports	Confirm delivery schedules	Provide training to users and key operators
Equipment is configured as required	Coordinate IT support for installs	Resolve any issues that arise during implementation
Determine "Hot Swap" deliveries	Pick-up existing lease return equipment	Schedule lease return equipment as directed by return instructions
Review preliminary delivery and IT install schedule	Receive lease return instructions from customer	Explain service and supplies ordering options

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e-Knight Supply and Service Web Portal

As a Knight Office Solutions customer, you can log into a dedicated and secure website and order supplies, input meter readings, initiate service requests, monitor account information, and view account summary information.

Service

- View pending calls
- View scheduled calls
- View dispatched calls
- Request service calls
- Search previous service calls

Equipment

- View equipment on record
- View equipment tied to a contract
- View non-contract equipment

Meters

- Record meters
- View due meters
- View meter history

Orders

- Submit new orders
- View new orders
- View picked orders
- View shipped orders
- View items on back order
- View cancelled order

Account

- View invoice history
- View account status
- View credit status
- View credit limit
- View aging report

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HARD DRIVE DISK Q & A

Q: Will my copier have a Hard Drive Disk (HDD)?

A: If you are purchasing a multifunction device you most likely will have a digital copier that contains a HDD. Some devices, less than 25 to 30 pages per minute, may not have a HDD.

Q: What does a HDD do in a copier?

A: A HDD allows a multifunction device to multitask and work faster. In order to do so, the HDD will store images of pending documents until the device is ready to copy, print, scan, fax, or email.

Q: What can I do to secure data that gets stored on the HDD?

A: Manufacturers offer security options that will overwrite or encrypt the stored data. Choosing these options will keep data secure while using the device in your business.

Q: I plan on leasing my copier; what happens to the HDD when the lease expires?

A: The language of your transactional documents state that responsibility for removal of sensitive or confidential information lies with the Lessee. Options to cleanse HDD's include an overwriting procedure and a removal/replacement procedure. Knight Office Solutions can help you with either option at the end of your lease.

Q: What other security options are available?

A: Your IT department should implement security protocols as soon as your device is delivered and installed. With managed print servers you can regulate and control access to machines and limit exposure to confidential information.

Additional HIPAA considerations:

- Devices should only be accessible to authorized staff in secure areas where the public is prohibited
- Generate unique logon and passwords for each user at specific devices
- Ensure that documents are not left unattended
- Disable USB Ports to keep stored files from being copied
- Maintain audit trails that specify who, what, and when information was accessed
- Digitally archive all fax transmissions
- Verify delivery of faxes and confirm that they reach destination
- Streamline process to minimize file handling

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Knight office solutions

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THANK YOU

We appreciate you giving us the opportunity to learn more about your business and its existing office technology. We take that trust very seriously and pledge to repay you with intelligent and appropriate recommendations to help your business operate more effectively.

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EXHIBIT "B"
AUTHORIZATION OF CHANGE IN SERVICE

AGREEMENT/ SERVICES NAME:	**{Contract #}**	**{Contract Name}**	
CITY REPRESENTATIVE:			
CONTRACTOR:			
CONTRACT EFFECTIVE DATE:			
THIS AUTHORIZATION DATE:		**AUTHORIZATION NO.:**	

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

Original Contract Amount:	NTE	$
Previous Increases/Decreases in Contact Amount:	NTE	$
This Increase/Decrease in Contract Amount:	NTE	$
Revised Contract Amount:	NTE	$

CONTRACTOR:

Signature _____ Date _____

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
#		
#		
#		

Legislation Text

File #: Res. 2020-190R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-190R, approving a five-year contract with Dell Marketing, L.P. through the Texas Department of Information Resource (DIR) Cooperative for the purchase of Dell Branded Manufacturer Hardware, Software and Related Services, and Cloud Services in the estimated amount of $217,475.00 to include the integration, installation, and yearly maintenance of the products; authorizing the City Manager or his designee to execute the agreement on behalf of the City; and declaring an effective date.

Meeting date: September 1, 2020

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

Amount & Source of Funding

Funds Required: $217,475.00 (FY 20-24)
Account Number: CAPTECH-GENERALN-SOFTWARE-IT 5004000-60128, General Funds Special Services - 10001280-52395, Water Special Services - 22006335-52395, Electric Special Services - 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: 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:

KACE is an on-premise comprehensive IT tool that allows the City to implement mobile-device management (MDM); inventory and asset management; server management and monitoring; software license management; patch management; systems management; system imaging; and IT services desk ticketing software, all in one.

This initiative was started in order to maintain CJIS Compliance (Criminal Justice Information Services) which requires an MDM solution for any device that can access Criminal Justice Information or systems. The funding to meet this requirement was approved for the FY2020 budget.

The cost is $43,495 annually, $217,475 over 5 years, on Texas DIR contract DIR TSO 3763.

The City of San Marcos is authorized by the Local Government Code, Chapter 271, to participate in cooperative purchasing programs. The ("DIR") Cooperative Purchasing has awarded contract # DIR-TSO-3763 for Dell Branded Hardware, Software and Related Services & Cloud Services to Dell Marketing, L.P.

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 Dell Marketing, L.P. for the estimated amount of $217,475.00 for fiscal year 2020 through 2024.

RESOLUTION NO. 2020-190R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, APPROVING A FIVE-YEAR CONTRACT WITH DELL MARKETING, LP THROUGH THE TEXAS DEPARTMENT OF INFORMATION RESOURCE COOPERATIVE (CONTRACT NO. DIR-TSO-3763) FOR THE PURCHASE OF DELL BRANDED MANUFACTURER HARDWARE, SOFTWARE AND RELATED SERVICES, AND CLOUD SERVICES IN THE ESTIMATED AMOUNT OF $217,475.00 TO INCLUDE THE INTEGRATION, INSTALLATION, AND YEARLY MAINTENANCE OF THE PRODUCTS; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. A five-year agreement with Dell Marketing, LP through the Texas Department of Information Resource Cooperative (Contract No. DIR-TSO-3763) for the purchase of Dell branded manufacturer hardware, software and related services, and cloud services in the estimated amount of $217,475.00 to include the integration, installation, and yearly maintenance of the products 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 September 1, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

TECHNOLOGY SERVICES

MEMO

To: BERT LUMBRERAS, CITY MANAGER
VIA: STEPHANIE REYES, Assistant City Manager
JOE PANTALION, Assistant City Manager
CHASE STAPP, DIRECTOR OF PUBLIC SAFETY

FROM: Mike Sturm, Director of Information Technology
DATE: July 14, 2020
RE: KACE - Enterprise Mobile Device Management System

The IT Governance Committee is seeking your approval of a Capital Outlay funded technology request submitted by the IT Department on behalf of the organization

Request Background

This technology will help the IT Departments to securely manage mobile devices around the organization. This software will also help us meet FBI CJIS requirements for managing mobile devices for the Police & Fire Department. We will also be using this product outside of PD and Fire to manage the City's mobile assets. This product also includes additional functionality that will help IT manage devices and improve support around the organization. Funding for this software has been approved through a Capital Outlay Request.

The Committee has reviewed and voted (7-0) on the approval for purchase.

Approved ◉ **or** **Denied** ○

Bert Lumbreras _____ Date _____

Approved ◉ **or** **Denied** ○

Stephanie Reyes _____ Date _____

A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000062514181.1**	Sales Rep	Justin Stacy
Total	**$217,475.00**	Phone	(800) 456-3355, 7239803
Customer #	53576	Email	Justin_Stacy@Dell.com
Quoted On	Jun. 04, 2020	**Billing To**	INFORMATION TECHNOLOGY CITY OF SAN MARCOS 630 E HOPKINS ST SAN MARCOS, TX 78666-6314
Expires by	Jul. 16, 2020		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Justin Stacy

Shipping Group

Shipping To

BRIAN HENRY
CITY OF SAN MARCOS
630 E HOPKINS ST
SAN MARCOS, TX 78666-6300
(512) 393-8125

Shipping Method

Standard Delivery

Product	Unit Price	Qty	Subtotal
TX SAN MARCOS CTY QUEST KACE SYS MGMT ADDTL MGD COMP LIC/MAINT QTY 900 11.97 MO	**$29,475.00**	**1**	**$29,475.00**
TX SAN MARCOS CTY QUEST KACE SYS MGMT APPL W/100 MNGD COMP LIC/MAINT 11.97 MO	**$9,675.00**	**1**	**$9,675.00**
TX SAN MARCOS CTY QUEST KACE SYS DEPL APPL W/100 MGD COMP MAINT/RNWL 48.03 MO	**$4,650.00**	**1**	**$4,650.00**
TX SAN MARCOS QUEST KACE CLOUD MOBILE DEVICE MANAGER STD SUBS 24X7 MNT 1YR	**$20.16**	**3750**	**$75,600.00**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

TX SAN MARCOS CTY QUEST KACE QUICKSTART PREMIUM PREPAID REM SVCS 11.97 MO	**$3,850.00**	**1**	**$3,850.00**
TX SAN MARCOS CTY QUEST KACE SYS DEPL ADDTL MGD COMP LIC/MAINT 11.97 MO	**$12,600.00**	**1**	**$12,600.00**
TX SAN MARCOS CTY QUEST KACE SYS DEPL APPL W/100 MGD COMP LIC/MAINT 11.97 MO	**$4,900.00**	**1**	**$4,900.00**
TX SAN MARCOS CTY QUEST KACE SYS MGMT APPL W/100 MNGD COMP MAINT/RNWL 48.03 MO	**$9,200.00**	**1**	**$9,200.00**
TX SAN MARCOS CTY QUEST KACE SYS DEPL ADDTL MGD COMP MAINT/RNWL QTY900 48.03 MO	**$12,150.00**	**1**	**$12,150.00**
TX SAN MARCOS CTY QUEST KACE SYS MGMT ADDTL MGD COMP MAINT/RNWL QTY900 48.03 MO	**$29,700.00**	**1**	**$29,700.00**
TX SAN MARCOS CTY QUEST KACE QUICKSTART 5 DAYS PREPAID CONS ONS SVCS 11.97 MO	**$13,275.00**	**1**	**$13,275.00**
TX SAN MARCOS CTY QUEST KACE PREPAID CONS P/HR REM SVCS QTY 40 11.97 MO	**$12,400.00**	**1**	**$12,400.00**

Subtotal:	**$217,475.00**
Shipping:	**$0.00**
Non-Taxable Amount:	**$217,475.00**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$217,475.00**

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

BRIAN HENRY
CITY OF SAN MARCOS
630 E HOPKINS ST
SAN MARCOS, TX 78666-6300
(512) 393-8125

Shipping Method

Standard Delivery

		Qty	Subtotal
TX SAN MARCOS CTY QUEST KACE SYS MGMT ADDTL MGD COMP LIC/MAINT QTY 900 11.97 MO	**$29,475.00**	**1**	**$29,475.00**

Estimated delivery if purchased today:
Jun. 16, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
TX SAN MARCOS CTY QUEST KACE SYS MGMT ADDTL MGD COMP LIC/MAINT QTY 900 11.97 MO	AB188924	-	1	-

		Qty	Subtotal
TX SAN MARCOS CTY QUEST KACE SYS MGMT APPL W/100 MNGD COMP LIC/MAINT 11.97 MO	**$9,675.00**	**1**	**$9,675.00**

Estimated delivery if purchased today:
Jun. 16, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
TX SAN MARCOS CTY QUEST KACE SYS MGMT APPL W/100 MNGD COMP LIC/MAINT 11.97 MO	AB188837	-	1	-

		Qty	Subtotal
TX SAN MARCOS CTY QUEST KACE SYS DEPL APPL W/100 MGD COMP MAINT/RNWL 48.03 MO	**$4,650.00**	**1**	**$4,650.00**

Estimated delivery if purchased today:
Jun. 16, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
TX SAN MARCOS CTY QUEST KACE SYS DEPL APPL W/100 MGD COMP MAINT/RNWL 48.03 MO	AB188986	-	1	-

		Qty	Subtotal
TX SAN MARCOS QUEST KACE CLOUD MOBILE DEVICE MANAGER STD SUBS 24X7 MNT 1YR	**$20.16**	**3750**	**$75,600.00**

Estimated delivery if purchased today:
Jun. 17, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
TX SAN MARCOS QUEST KACE CLOUD MOBILE DEVICE MANAGER STD SUBS 24X7 MNT 1YR	AB188727	-	3750	-

		Qty	Subtotal
TX SAN MARCOS CTY QUEST KACE QUICKSTART PREMIUM PREPAID REM SVCS 11.97 MO	**$3,850.00**	**1**	**$3,850.00**

Estimated delivery if purchased today:
Jun. 16, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Description	SKU	Unit Price	Qty	Subtotal
TX SAN MARCOS CTY QUEST KACE QUICKSTART PREMIUM PREPAID REM SVCS 11.97 MO	AB189025	-	1	-

		Qty	Subtotal
TX SAN MARCOS CTY QUEST KACE SYS DEPL ADDTL MGD COMP LIC/MAINT 11.97 MO	**$12,600.00**	**1**	**$12,600.00**

Estimated delivery if purchased today:
Jun. 16, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
TX SAN MARCOS CTY QUEST KACE SYS DEPL ADDTL MGD COMP LIC/MAINT 11.97 MO	AB189051	-	1	-

		Qty	Subtotal
TX SAN MARCOS CTY QUEST KACE SYS DEPL APPL W/100 MGD COMP LIC/MAINT 11.97 MO	**$4,900.00**	**1**	**$4,900.00**

Estimated delivery if purchased today:
Jun. 16, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
TX SAN MARCOS CTY QUEST KACE SYS DEPL APPL W/100 MGD COMP LIC/MAINT 11.97 MO	AB188989	-	1	-

		Qty	Subtotal
TX SAN MARCOS CTY QUEST KACE SYS MGMT APPL W/100 MNGD COMP MAINT/RNWL 48.03 MO	**$9,200.00**	**1**	**$9,200.00**

Estimated delivery if purchased today:
Jun. 16, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
TX SAN MARCOS CTY QUEST KACE SYS MGMT APPL W/100 MNGD COMP MAINT/RNWL 48.03 MO	AB188835	-	1	-

		Qty	Subtotal
TX SAN MARCOS CTY QUEST KACE SYS DEPL ADDTL MGD COMP MAINT/RNWL QTY900 48.03 MO	**$12,150.00**	**1**	**$12,150.00**

Estimated delivery if purchased today:
Jun. 16, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
TX SAN MARCOS CTY QUEST KACE SYS DEPL ADDTL MGD COMP MAINT/RNWL QTY900 48.03 MO	AB189050	-	1	-

		Qty	Subtotal
TX SAN MARCOS CTY QUEST KACE SYS MGMT ADDTL MGD COMP MAINT/RNWL QTY900 48.03 MO	**$29,700.00**	**1**	**$29,700.00**

Estimated delivery if purchased today:
Jun. 16, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
TX SAN MARCOS CTY QUEST KACE SYS MGMT ADDTL MGD COMP MAINT/RNWL QTY900 48.03 MO	AB188990	-	1	-

		Qty	Subtotal
TX SAN MARCOS CTY QUEST KACE QUICKSTART 5 DAYS	**$13,275.00**	**1**	**$13,275.00**

PREPAID CONS ONS SVCS 11.97 MO

Estimated delivery if purchased today:
Jun. 16, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
TX SAN MARCOS CTY QUEST KACE QUICKSTART 5 DAYS PREPAID CONS ONS SVCS 11.97 MO	AB188867	-	1	-

		Qty	Subtotal
TX SAN MARCOS CTY QUEST KACE PREPAID CONS P/HR REM SVCS QTY 40 11.97 MO	**$12,400.00**	**1**	**$12,400.00**

Estimated delivery if purchased today:
Jun. 16, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
TX SAN MARCOS CTY QUEST KACE PREPAID CONS P/HR REM SVCS QTY 40 11.97 MO	AB188932	-	1	-

Subtotal:	**$217,475.00**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$217,475.00**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):
OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Dell Financial Services™

Prepared For:

City of San Marcos

June 5, 2020

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Term	60
Option	IPA
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None

Dell Quote numbers	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	5 Payments
3000062514181	San Marcos Quest/Kace Solution	$217,475.00	1	$217,475.00	0.20000	$43,495.00
	TOTALS		1	$217,475.00		$43,495.00

PLEASE NOTE: (1)

Rate Factor: is Contingent upon and PO must state "in agreement to" (or) "in compliance with" the use of Texas DIR-TSO-3763, Master Lease Agreement Appendix (F)". Other related DFS documentation will also be required, (unless already on file) such as: Updated (Secretary/Clerk form, Billing information form). The actual Lease Schedule will be created and sent for signature after all items have shipped per the PO. Along with IRS form 8038 - if applicable for signature. An Opinion of Counsel / Validity opinion will be required for lease schedules of $500,000 or greater. The person who signs the PO must be on the Sec/clerk form or the person on the Sec/clerk form must - co-sign the PO.

Proposal Expiration Date:
July 5, 2020

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

End of Term Options:

Installment Payment Agreement (IPA) or Extended Terms Payment Agreement (ETPA):

• When Maker fulfills all payment obligations including any applicable sales, use, property taxes, fees, and performance requirements under the IPA or ETPA terms, the contract will end.

Andre Williams
Account Executive
Education - State & Local Government
Dell | Financial Services
Cell: 512-497-3195
Andre.D.Williams@Dell.Com

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use, and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.**

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity, and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the contract name of the Agreement and identification number (if any), the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.

Legislation Text

File #: Res. 2020-191R, **Version:** 1

AGENDA CAPTION:

Consider approval of Resolution 2020-191R, approving a Change in Service to the agreement with UniFirst Corporation to extend the agreement for a one-year term in the estimated annual amount of $162,917.80 for uniform rental and laundering services with two additional one-year term options for an estimated total five-year contract amount of $814,589.00; authorizing the City Manager or his designee to execute the appropriate documents to implement the change in service; and declaring an effective date.

Meeting date: September 1, 2020

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

Amount & Source of Funding

Funds Required: 162,917.80 annually (FY21)
Account Number: General Fund, 53160/Uniforms; Drainage, 53160/Uniforms; Water/Waste Water, 53160, Uniforms
Funds Available: Total: $227,011.16 General Fund: $81,862.84; Drainage Fund: $32,907.00; Water/Wastewater Fund: $112,241.32
Account Name: Uniforms

Fiscal Note:

Prior Council Action: August 7, 2018, Contract #218-314, Uniform Rental and Laundering Services contract approved Resolution 2018-123R.

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

Choose an item.

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

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

☐ Transportation - Choose an item.

☐ Core Services

☒ Not Applicable

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

Choose an item.

Background Information:

Contract 218-314 for Uniform Rental and Laundering Services for multiple City departments was for an initial two (2) year term through September 1, 2020 for $325,835.60. The contract allows for three (3) additional one (1) year terms at the option of the parties.

This request is for approval of the first renewal term for the estimated annual amount of $162,917.80 from September 1, 2020 through August 31, 2021, and to approve the two (2) remaining one (1) year term options for a total estimated contract amount of $814,589.00 for the full five-year contract. The annual contract renewals may be awarded administratively in the form of an Authorization of Change in Service (ACIS).

The City has conducted a financial review of this method of service delivery by Joseph Navarre, Purchasing Specialist Senior, with the recognition of potential cost savings and greater employee service satisfaction. The City will continue to review alternate strategies before administrative renewals through ACIS are processed.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Award (1) year renewal of contract #218-314 to UniFirst Corporation in the amount of $162,917.80.

RESOLUTION NO. 2020-191R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS APPROVING A CHANGE IN SERVICE TO THE AGREEMENT WITH UNIFIRST CORPORATION (CONTRACT NO. 218-314) TO EXTEND THE AGREEMENT FOR A ONE-YEAR TERM IN THE ESTIMATED ANNUAL AMOUNT OF $162,917.80 FOR UNIFORM RENTAL AND LAUNDERING SERVICES WITH TWO ADDITIONAL ONE-YEAR TERM OPTIONS FOR AN ESTIMATED TOTAL FIVE-YEAR CONTRACT AMOUNT OF $814,589.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE APPROPRIATE DOCUMENTS TO IMPLEMENT THE CHANGE IN SERVICE; AND DECLARING AN EFFECTIVE DATE.

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

PART 1. A change in service to the agreement with UniFirst (Contract No. 218-314) to extend the agreement for a one-year term in the estimated annual amount of $162,917.80 for uniform rental and laundering services with two additional one-year term options for an estimated total contract amount of $814,589.00.00 is approved.

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

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

ADOPTED on September 1, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

DocuSign Envelope ID: 32DB9EE2-8CDB-4CCB-99EB-DB232F63D2F4

EXHIBIT B
AUTHORIZATION OF CHANGE IN SERVICE

CONTRACT NUMBER / CONTRACT NAME:	218-314 Uniform and Laundering Service	
CITY REPRESENTATIVE:	W/WW, Facilities, Engineering	
CONTRACTOR:	Unifirst Corporation	
CONTRACT EFFECTIVE DATE:	September 1, 2018	
THIS AUTHORIZATION DATE:	September 1, 2020	**AUTHORIZATION NO.: 3**

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

Pursuant to the terms of the contract the City of San Marcos chooses to extend this contract for the first renewal option. This one (1) year renewal begins September 1, 2020 and continues through August 31, 2021 at the annual cost of $162,917.80. All remaining terms and conditions of the original contract will remain in full force and effect for the duration of this agreement.

Unifirst Corporation agrees to maintain insurance for the duration of the renewal period in compliance with the requirements of the original contract. Please email a current Certificate of Insurance to CSingleton@sanmarcostx.gov to complete renewal process.

Original Contract Amount:	NTE $325,835.60	Initial 2-year Term 9/1/18 to 9/1/20
Previous Increases/Decreases in Contact Amount:		
This Annual Increase:	$162,917.80	First renewal term 9/1/20 to 8/31/21
Revised Contract Amount:	$488,753.40	

CONTRACTOR: Unifirst Corporation

DocuSigned by:
Signature
D5098F7C15164E3...

8/6/2020
Date

Jason McFarland GM
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
#	$	

Legislation Text

File #: Ord. 2020-61, **Version:** 1

AGENDA CAPTION:

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

Meeting date: September 1, 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, 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.

As per the La Cima Development Agreement, annexation occurs in phases. Annexation is triggered upon final platting of the property. The entire La Cima development is approximately 2,500 acres (see attached concept plat).

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 (Approved)
City Council Ordinance 1st Reading (Public Hearing): September 1, 2020 (Today)
City Council Ordinance 2nd Reading: September 15, 2020

Council Committee, Board/Commission Action:

n/a

Alternatives:

n/a

Recommendation:

Staff recommends **approval** of the annexation request.

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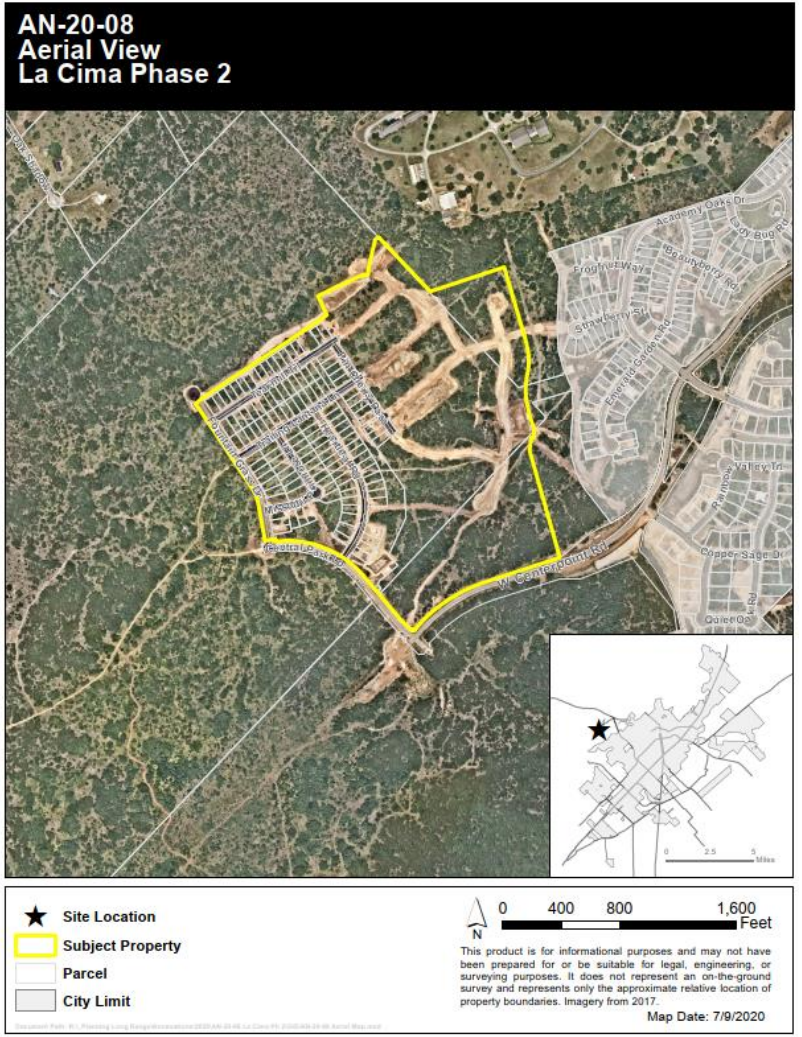
AN-20-08 (La Cima, Phase 2 – Annexation)

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.

Context:

- West of Old Ranch Road 12 and Wonder World Drive
- 89.694 acres
- Regulated by La Cima Development Agreement
- 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 *(Approved)*
- **City Council Ordinance 1st Reading (Public Hearing):** September 1, 2020 (*Today*)
- **City Council Ordinance 2nd Reading:** September 15, 2020

Zoning Schedule

- **Planning and Zoning Commission (Public Hearing):** August 11, 2020 (*Approved*)
- **City Council Ordinance 1st Reading (Public Hearing):** September 1, 2020 (*Today*)
- **City Council Ordinance 2nd Reading:** September 15, 2020

ORDINANCE NO. 2020-61

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS UNDER CASE NO. AN-20-08 ANNEXING INTO THE CITY APPROXIMATELY 89.694 ACRES OF LAND OUT OF THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, AND THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419, HAYS COUNTY, GENERALLY LOCATED WEST OF THE INTERSECTION OF OLD RANCH ROAD 12 AND WONDER WORLD DRIVE; INCLUDING PROCEDURAL PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

1. Pursuant to the terms of development agreement with the City, the owner of approximately 89.694 acres of land out of the John Williams Survey, Abstract No. 490, and the William Smithson Survey, Abstract No. 419, Hays County, generally located west of the intersection of Old Ranch Road 12 and Wonder World Drive, as further described by metes and bounds in Exhibit "A," attached hereto and incorporated herein for all purposes (the "Property"), made a request for the City to annex the Property.

2. 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 September 1, 2020.

PASSED, APPROVED AND ADOPTED on second reading on September 15, 2020.

Jane Hughson
Mayor

Attest:

Approved:

Tammy K. Cook
Interim City Clerk

Michael Cosentino
City Attorney

EXHIBIT A

Exhibit "__"

DOUCET & ASSOCIATES

7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

DOUCETengineers.com

Boundary Exhibit
La Cima
Hays County, Texas

D&A Job No. 1722-001
May 15, 2020

DESCRIPTION
For a 89.694 Acre [3,906,616 Square Feet]
Boundary Exhibit

BEING A 89.694 ACRE TRACT [3,906,616 SQUARE FEET] IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE PATRICK MCGREAL SURVEY, ABSTRACT NUMBER 308, AND THE WILLIAM SMITHSON SURVEY, ABSTRACT NUMBER 419, HAYS COUNTY, TEXAS, SAID 89.6936 ACRE TRACT BEING OUT OF A CALLED 94.504 ACRES AND A CALLED 182.269 ACRES DESCRIBED TO LCSM PH 2, LLC, AS RECORDED IN DOCUMENT NUMBER 18022545, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod set with cap stamped "DOUCET" on a south line of said 94.504 acres, same being on the north right-of-way of West Centerpoint Road, described in document number 17036340 of the Plat Records of Hays County, Texas [P.R.H.C.T], for the **POINT OF BEGINNING** of the tract described herein;

THENCE over and across said 182.269 acres and 94.504 acres, the following thirty-seven (37) courses and distances:

1) S71°59'35"W, a distance of 536.37 feet to a calculated point at the beginning of a curve to the left,
2) With the arc of said curve to the left, having an arc length of 572.24 feet, a radius of 1,065.00 feet, a delta angle of 30°47'09", and a chord bearing of S56°36'00"W, for a distance of 565.38 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
3) S41°12'25"W, a distance of 15.35 feet to a 1/2-inch iron rod set with cap stamped "DOUCET" at the beginning of a curve to the right,
4) With the arc of said curve to the right, having an arc length of 30.29 feet, a radius of 20.00 feet, a delta angle of 86°46'56", and a chord bearing of S83°03'03"W, for a distance of 27.48 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
5) N51°05'00"W, a distance of 26.25 feet to a 1/2-inch iron rod set with cap stamped "DOUCET" at the beginning of a curve to the right,
6) With the arc of said curve to the right, having an arc length of 123.51 feet, a radius of 815.00 feet, a delta angle of 08°40'57", and a chord bearing of N44°27'06"W, for a distance of 123.39 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
7) N40°06'37"W, passing at 196.38 feet, a 1/2-inch iron rod set with cap stamped "DOUCET", and continuing for a total distance of 339.13 feet to a calculated point at the beginning of a curve to the left,
8) With the arc of said curve to the left, having an arc length of 665.76 feet, a radius of 685.00 feet, a delta angle of 55°41'13", and a chord bearing of N67°57'20"W, for a distance of 639.87 feet to a calculated point at the beginning of a curve to the right,

(CONTINUED ON NEXT PAGE)

DOUCET
& ASSOCIATES

9) With the arc of said curve to the right, having an arc length of 29.69 feet, a radius of 20.22 feet, a delta angle of 84°09'04", and a chord bearing of N53°26'10"W, for a distance of 27.10 feet to a calculated point,
10) S80°00'46"W, a distance of 64.91 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
11) N10°16'24"W, a distance of 257.65 feet to a 1/2-inch iron rod set with cap stamped "DOUCET" at the beginning of a curve to the left,
12) With the arc of said curve to the left, having an arc length of 110.12 feet, a radius of 270.00 feet, a delta angle of 23°22'04", and a chord bearing of N21°57'26"W, for a distance of 109.36 feet to 1/2-inch iron rod set with cap stamped "DOUCET",
13) N33°38'28"W, passing at 473.78 feet, a 1/2-inch iron rod set with cap stamped "DOUCET", and continuing for a total distance of 662.05 feet to a calculated point at the beginning of a curve to the left,
14) With the arc of said curve to the left, having an arc length of 41.52 feet, a radius of 470.00 feet, a delta angle of 05°03'41", and a chord bearing of N36°10'19"W, for a distance of 41.51 feet to a calculated point,
15) N51°17'50"E, a distance of 60.00 feet to a calculated point,
16) N56°21'32"E, passing at 973.91 feet a 1/2-inch iron rod set with cap stamped "DOUCET", and continuing for a total distance of 1,028.43 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
17) N25°39'04"W, a distance of 145.42 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
18) N64°20'56"E, a distance of 291.09 feet to a 1/2-inch iron rod set with cap stamped "DOUCET" at the beginning of a curve to the right,
19) With the arc of said curve to the right, having an arc length of 86.33 feet, a radius of 173.50 feet, a delta angle of 28°30'33", and a chord bearing of N78°36'13"E, for a distance of 85.44 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
20) N02°51'29"E, a distance of 53.00 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
21) N12°59'10"E, a distance of 199.70 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
22) N64°20'56"E, a distance of 27.11 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
23) S43°46'38"E, a distance of 512.11 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
24) N71°48'34"E, a distance of 532.02 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
25) S16°25'58"E, a distance of 512.32 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
26) S16°15'24"E, a distance of 33.68 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
27) S10°06'10"E, a distance of 81.02 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
28) S00°06'48"W, a distance of 81.02 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
29) S10°19'46"W, a distance of 81.02 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
30) S05°27'59"W, a distance of 75.37 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
31) S04°34'06"E, a distance of 69.44 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
32) S12°37'02"E, a distance of 101.90 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
33) S15°31'59"E, a distance of 101.88 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
34) S04°54'54"E, a distance of 63.30 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
35) S89°27'32"W, a distance of 22.41 feet to a 1/2-inch iron rod set with cap stamped "DOUCET"
36) S05°16'10"W, a distance of 92.13 feet to a 1/2-inch iron rod set with cap stamped "DOUCET", and

(CONTINUED ON NEXT PAGE)

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

DOUCET
& ASSOCIATES

37) S15°48'49"E, a distance of 761.24 feet to the **POINT OF BEGINNING** of the tract described herein, and containing approximately 89.694 acres [3,906,616 square feet].

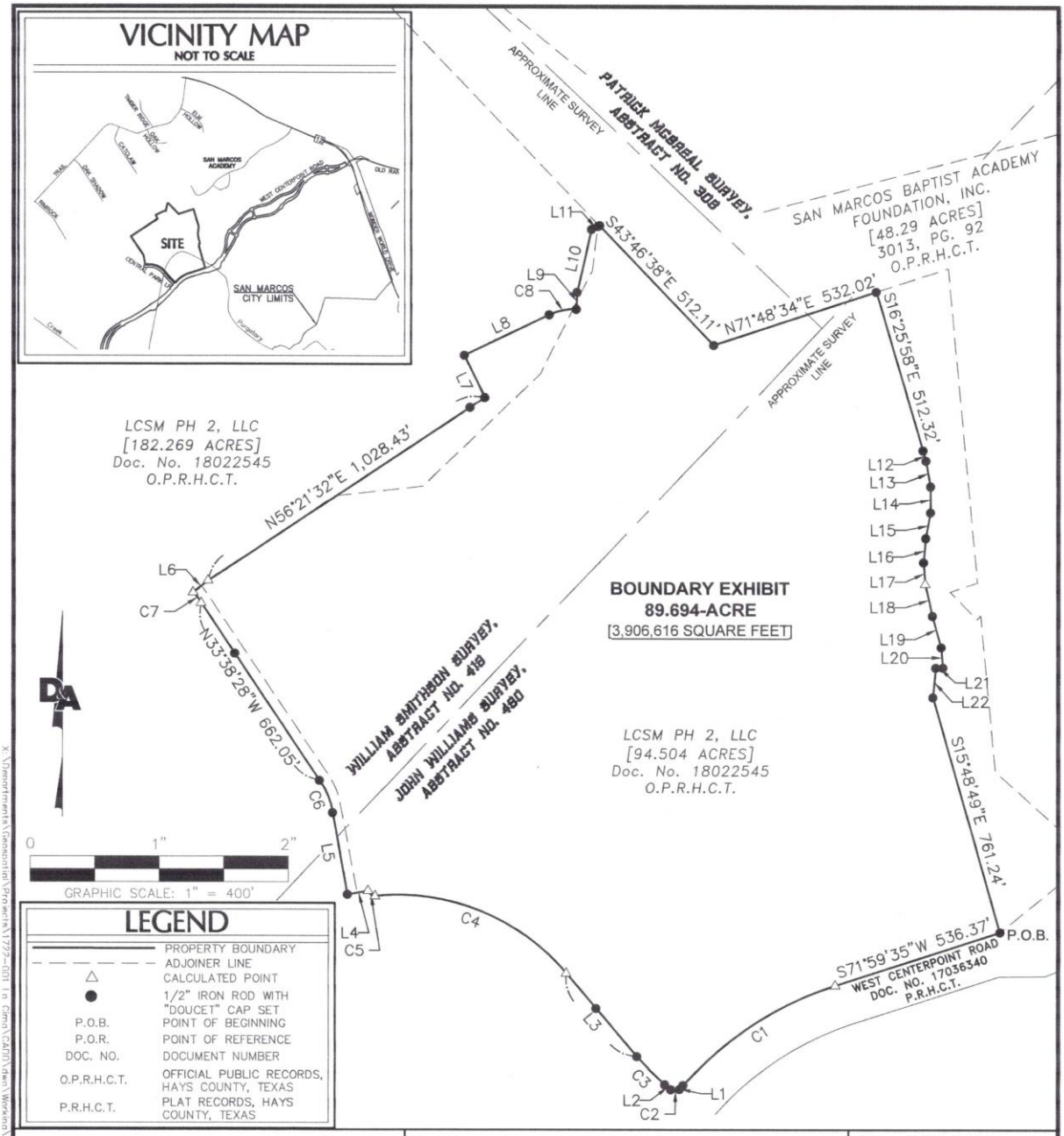
Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are surface values and may be converted to grid by using the surface adjustment factor of 1.00009768. Units: U.S. Survey Feet.

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.

G Cav 5/15/20

Garrett Cavaiuolo Date
Registered Professional Land Surveyor
Texas Registration No. 6714
Doucet & Associates
GCavaiuolo@DoucetEngineers.com
TBPELS Firm Registration No. 10105800



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 In Cimo\CAD\Civil\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

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

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Exhibit "__"

DOUCET & ASSOCIATES

7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

DOUCETengineers.com

Boundary Exhibit
La Cima
Hays County, Texas

D&A Job No. 1722-001
May 15, 2020

DESCRIPTION
For a 89.694 Acre [3,906,616 Square Feet]
Boundary Exhibit

BEING A 89.694 ACRE TRACT [3,906,616 SQUARE FEET] IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE PATRICK MCGREAL SURVEY, ABSTRACT NUMBER 308, AND THE WILLIAM SMITHSON SURVEY, ABSTRACT NUMBER 419, HAYS COUNTY, TEXAS, SAID 89.6936 ACRE TRACT BEING OUT OF A CALLED 94.504 ACRES AND A CALLED 182.269 ACRES DESCRIBED TO LCSM PH 2, LLC, AS RECORDED IN DOCUMENT NUMBER 18022545, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod set with cap stamped "DOUCET" on a south line of said 94.504 acres, same being on the north right-of-way of West Centerpoint Road, described in document number 17036340 of the Plat Records of Hays County, Texas [P.R.H.C.T], for the **POINT OF BEGINNING** of the tract described herein;

THENCE over and across said 182.269 acres and 94.504 acres, the following thirty-seven (37) courses and distances:

1) S71°59'35"W, a distance of 536.37 feet to a calculated point at the beginning of a curve to the left,
2) With the arc of said curve to the left, having an arc length of 572.24 feet, a radius of 1,065.00 feet, a delta angle of 30°47'09", and a chord bearing of S56°36'00"W, for a distance of 565.38 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
3) S41°12'25"W, a distance of 15.35 feet to a 1/2-inch iron rod set with cap stamped "DOUCET" at the beginning of a curve to the right,
4) With the arc of said curve to the right, having an arc length of 30.29 feet, a radius of 20.00 feet, a delta angle of 86°46'56", and a chord bearing of S83°03'03"W, for a distance of 27.48 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
5) N51°05'00"W, a distance of 26.25 feet to a 1/2-inch iron rod set with cap stamped "DOUCET" at the beginning of a curve to the right,
6) With the arc of said curve to the right, having an arc length of 123.51 feet, a radius of 815.00 feet, a delta angle of 08°40'57", and a chord bearing of N44°27'06"W, for a distance of 123.39 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
7) N40°06'37"W, passing at 196.38 feet, a 1/2-inch iron rod set with cap stamped "DOUCET", and continuing for a total distance of 339.13 feet to a calculated point at the beginning of a curve to the left,
8) With the arc of said curve to the left, having an arc length of 665.76 feet, a radius of 685.00 feet, a delta angle of 55°41'13", and a chord bearing of N67°57'20"W, for a distance of 639.87 feet to a calculated point at the beginning of a curve to the right,

(CONTINUED ON NEXT PAGE)

DOUCET
& ASSOCIATES

9) With the arc of said curve to the right, having an arc length of 29.69 feet, a radius of 20.22 feet, a delta angle of 84°09'04", and a chord bearing of N53°26'10"W, for a distance of 27.10 feet to a calculated point,
10) S80°00'46"W, a distance of 64.91 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
11) N10°16'24"W, a distance of 257.65 feet to a 1/2-inch iron rod set with cap stamped "DOUCET" at the beginning of a curve to the left,
12) With the arc of said curve to the left, having an arc length of 110.12 feet, a radius of 270.00 feet, a delta angle of 23°22'04", and a chord bearing of N21°57'26"W, for a distance of 109.36 feet to 1/2-inch iron rod set with cap stamped "DOUCET",
13) N33°38'28"W, passing at 473.78 feet, a 1/2-inch iron rod set with cap stamped "DOUCET", and continuing for a total distance of 662.05 feet to a calculated point at the beginning of a curve to the left,
14) With the arc of said curve to the left, having an arc length of 41.52 feet, a radius of 470.00 feet, a delta angle of 05°03'41", and a chord bearing of N36°10'19"W, for a distance of 41.51 feet to a calculated point,
15) N51°17'50"E, a distance of 60.00 feet to a calculated point,
16) N56°21'32"E, passing at 973.91 feet a 1/2-inch iron rod set with cap stamped "DOUCET", and continuing for a total distance of 1,028.43 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
17) N25°39'04"W, a distance of 145.42 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
18) N64°20'56"E, a distance of 291.09 feet to a 1/2-inch iron rod set with cap stamped "DOUCET" at the beginning of a curve to the right,
19) With the arc of said curve to the right, having an arc length of 86.33 feet, a radius of 173.50 feet, a delta angle of 28°30'33", and a chord bearing of N78°36'13"E, for a distance of 85.44 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
20) N02°51'29"E, a distance of 53.00 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
21) N12°59'10"E, a distance of 199.70 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
22) N64°20'56"E, a distance of 27.11 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
23) S43°46'38"E, a distance of 512.11 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
24) N71°48'34"E, a distance of 532.02 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
25) S16°25'58"E, a distance of 512.32 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
26) S16°15'24"E, a distance of 33.68 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
27) S10°06'10"E, a distance of 81.02 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
28) S00°06'48"W, a distance of 81.02 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
29) S10°19'46"W, a distance of 81.02 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
30) S05°27'59"W, a distance of 75.37 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
31) S04°34'06"E, a distance of 69.44 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
32) S12°37'02"E, a distance of 101.90 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
33) S15°31'59"E, a distance of 101.88 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
34) S04°54'54"E, a distance of 63.30 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
35) S89°27'32"W, a distance of 22.41 feet to a 1/2-inch iron rod set with cap stamped "DOUCET"
36) S05°16'10"W, a distance of 92.13 feet to a 1/2-inch iron rod set with cap stamped "DOUCET", and

(CONTINUED ON NEXT PAGE)

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

DOUCET
& ASSOCIATES

37) S15°48'49"E, a distance of 761.24 feet to the **POINT OF BEGINNING** of the tract described herein, and containing approximately 89.694 acres [3,906,616 square feet].

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are surface values and may be converted to grid by using the surface adjustment factor of 1.00009768. Units: U.S. Survey Feet.

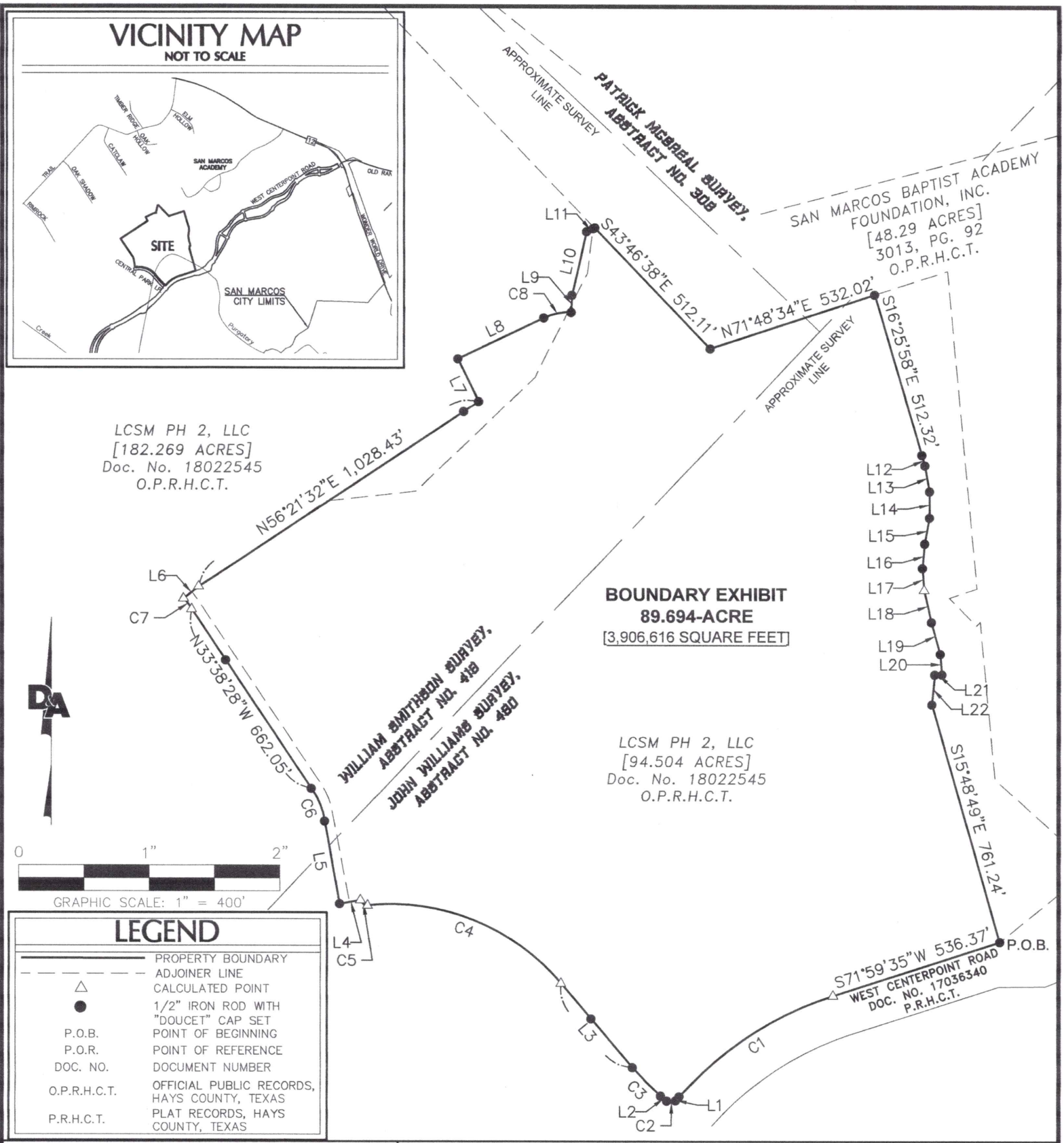
This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

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.

5/15/20

Garrett Cavaiuolo — Date
Registered Professional Land Surveyor
Texas Registration No. 6714
Doucet & Associates
GCavaiuolo@DoucetEngineers.com
TBPELS Firm Registration No. 10105800

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.



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

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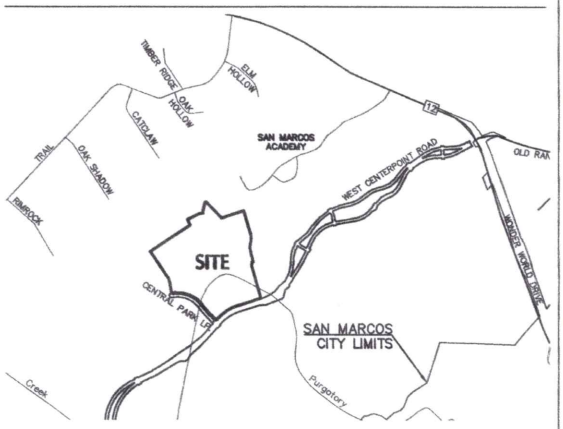
VICINITY MAP

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'
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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'
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L7	N25°39'04"W	145.42'
L8	N64°20'56"E	291.09'
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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.

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STATE OF TEXAS
REGISTERED
GARRETT CAVAIUOLO
6714
PROFESSIONAL
LAND SURVEYOR

GARRETT CAVAIUOLO 5/15/20

GARRETT CAVAIUOLO — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6714
DOUCET & ASSOCIATES
GCAVAIUOLO@DOUCETENGINEERS.COM

X:\Departments\Geospatial\Projects\1722-001 In Cimo\CAD\Dwg\Working\1722001-89.694AC-FullBoundary.xhibit.dwg

89.694 ACRE
(3,906,616 SQUARE FEET)
BOUNDARY EXHIBIT

CITY OF SAN MARCOS,
HAYS COUNTY, TEXAS

D&A DOUCET & ASSOCIATES
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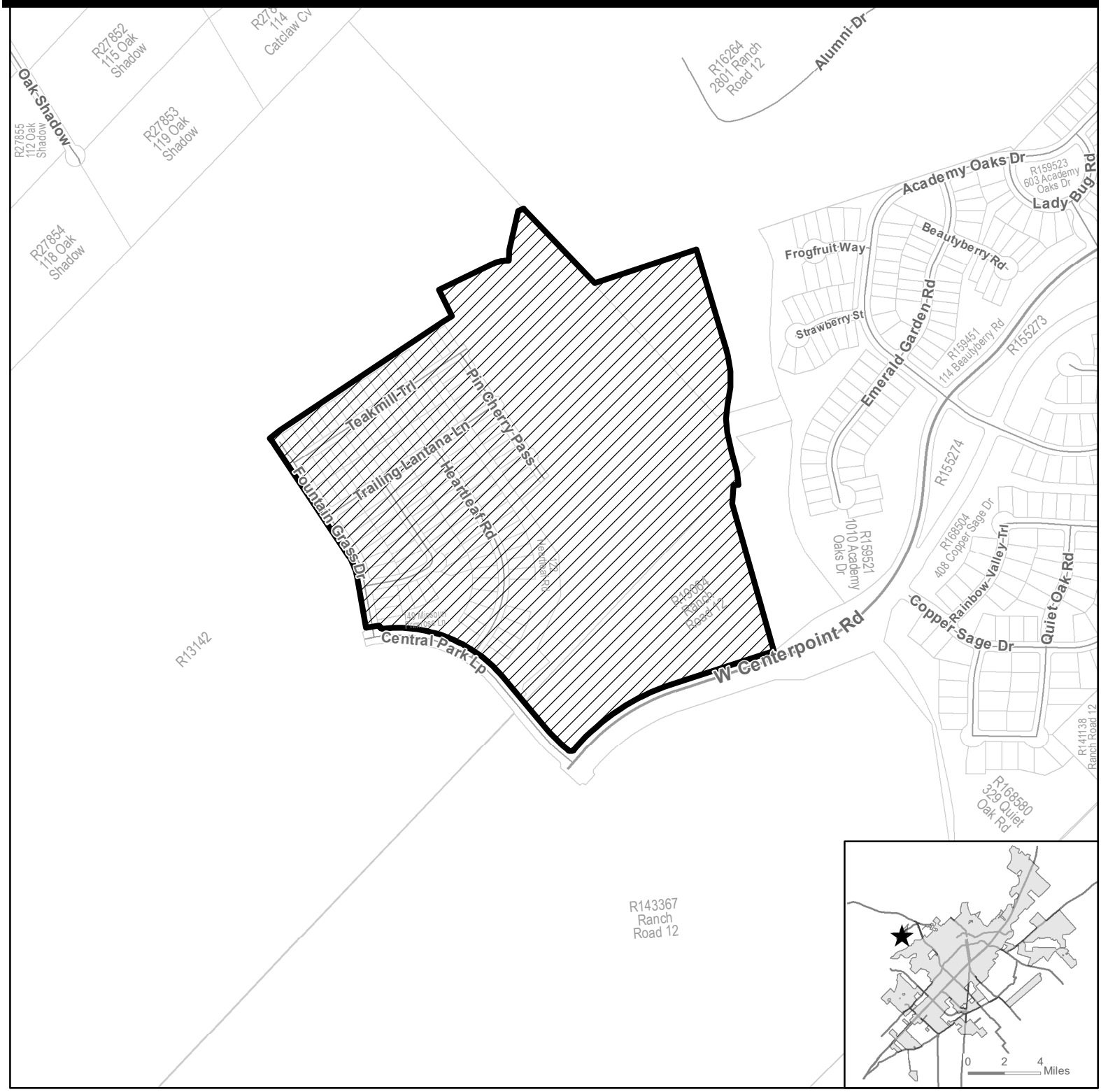
Field Book:	---
Party Chief:	ADM
Survey Date:	07/29/2020

AN-20-08
Location Map
La Cima Phase 2



★ **Site Location**

Subject Property

400' Buffer

Parcel

City Limit

N

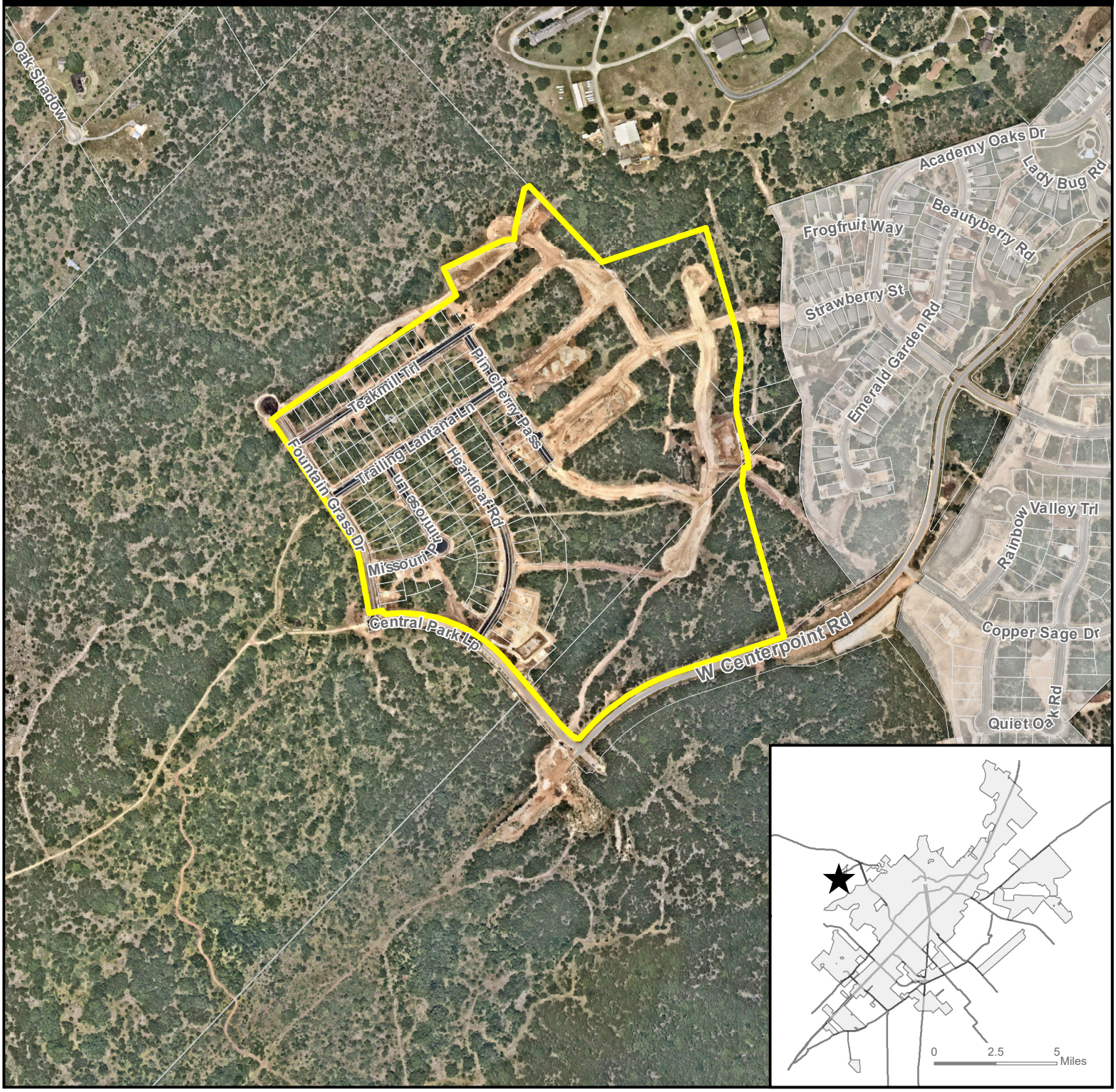
0 400 800 1,600 Feet

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

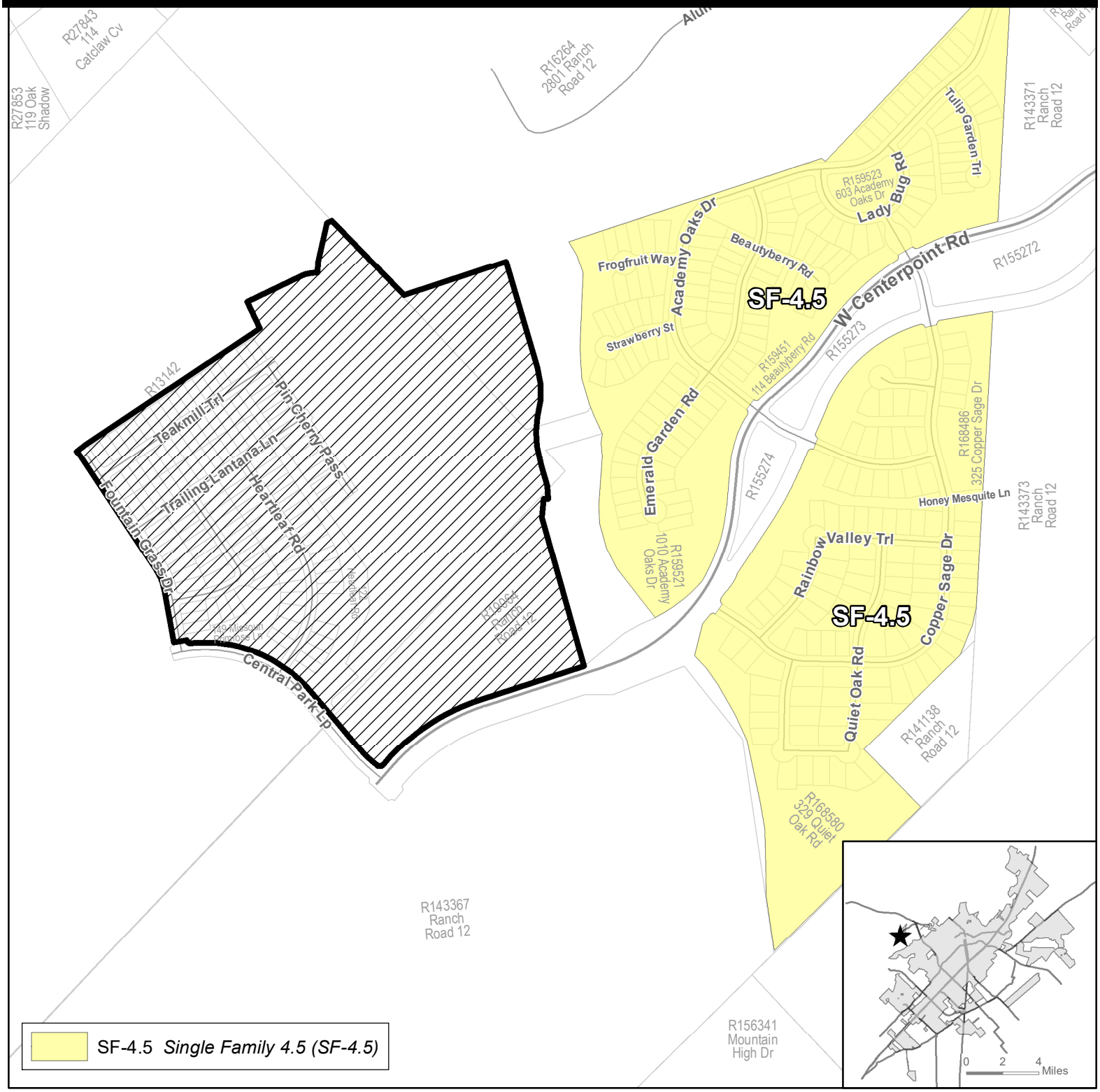
0 400 800 1,600 Feet

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



SF-4.5 *Single Family 4.5 (SF-4.5)*

★ **Site Location**

Subject Property

400' Buffer

Parcel

City Limit

N

0 400 800 1,600 Feet

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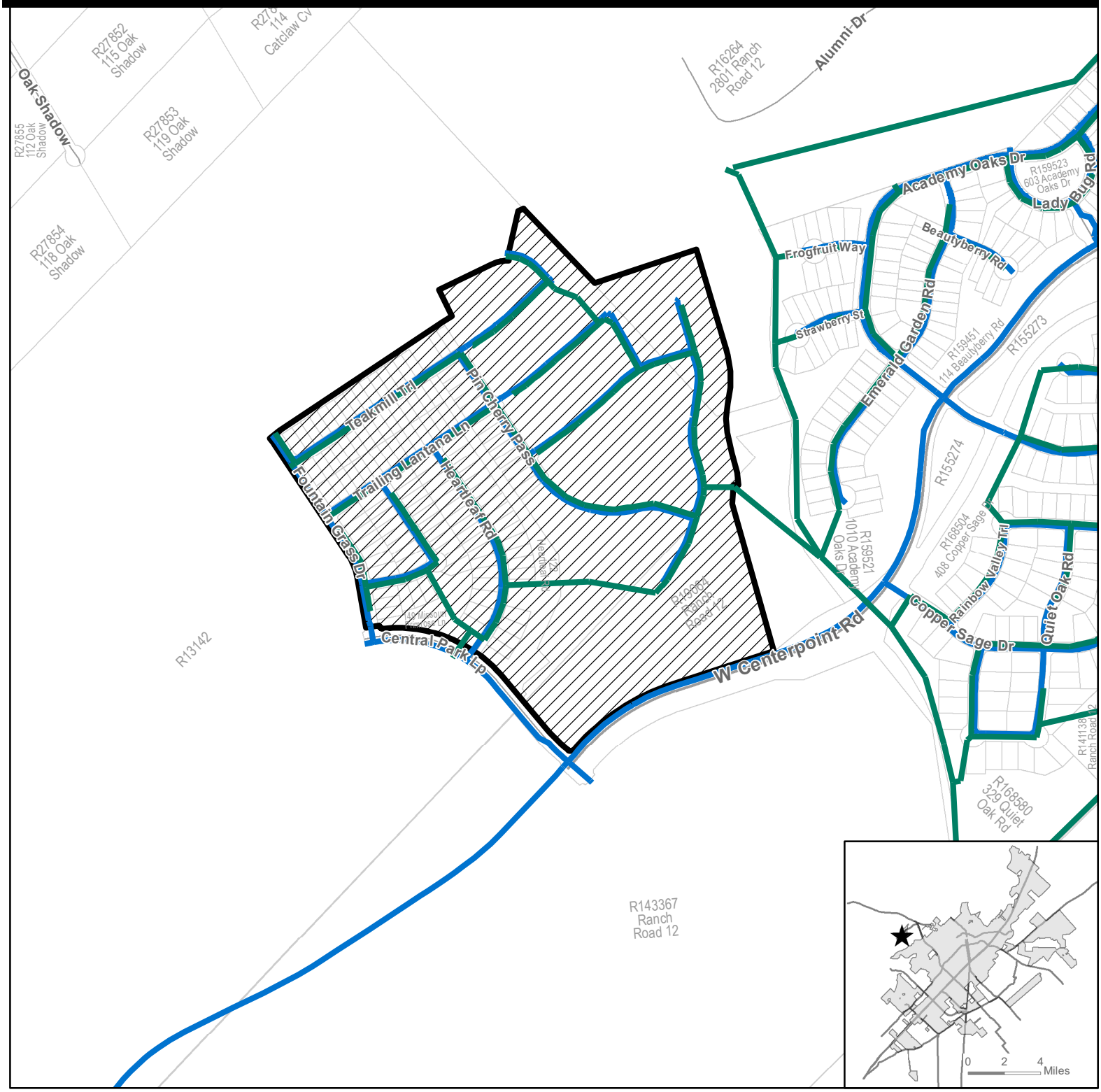
Map Date: 7/9/2020

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

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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

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: _____

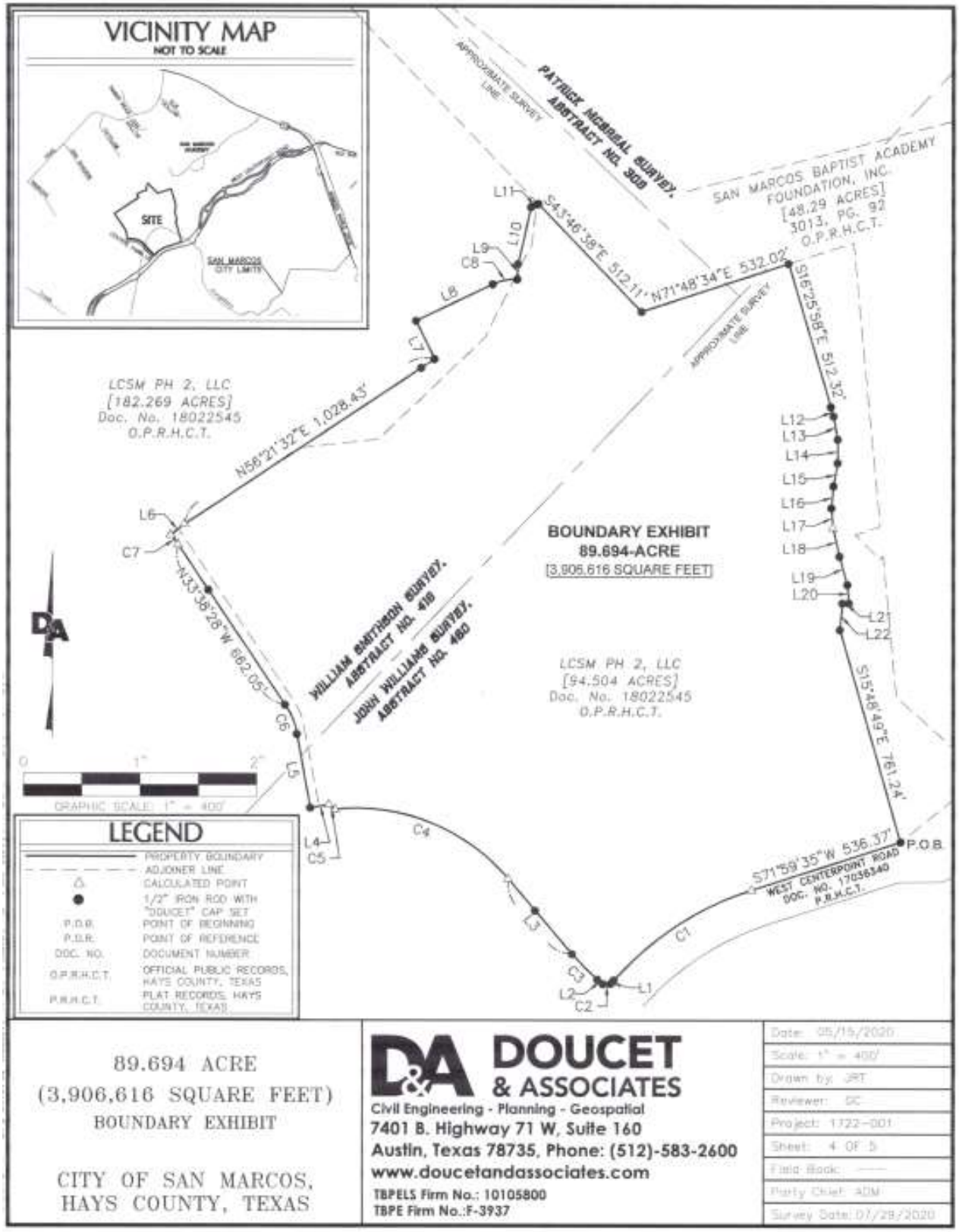
ACKNOWLEDGMENT

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


VICINITY MAP
NOT TO SCALE
SITE
SAN MARCOS CITY LIMITS
PATRICK MCGREAL SURVEY, ABSTRACT NO. 309
APPROXIMATE SURVEY LINE
SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC. [48.29 ACRES] 3013, PG. 92 O.P.R.H.C.T.
LCSM PH 2, LLC [182.269 ACRES] Doc. No. 18022545 O.P.R.H.C.T.
LCSM PH 2, LLC [94.504 ACRES] Doc. No. 18022545 O.P.R.H.C.T.
BOUNDARY EXHIBIT
89.694-ACRE
[3,906,616 SQUARE FEET]
WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419
JOHN WILLIAMS SURVEY, ABSTRACT NO. 480
S43°46'38"E 512.11'
N71°48'34"E 532.02'
S16°25'58"E 512.32'
S15°48'49"E 761.24'
S71°59'35"W 536.37'
WEST CENTERPOINT ROAD DOC. NO. 17036340 P.R.H.C.T.
P.O.B.
N56°21'32"E 1,028.43'
N33°38'28"W 662.05'
GRAPHIC SCALE: 1" = 400'
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
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: DC
Project: 1722-001
Sheet: 4 OF 5
Field Book: ----
Party Chief: ADM
Survey Date: 07/28/2020

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:	JNT
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.

CONSERVATION OPEN SPACE
AND HABITAT (RHCP) PRESERVE
(700.20 ACRES)

PURGATORY CREEK

STOREY ROBINSON DAM

100' LANDSCAPE BUFFER

RESIDENTIAL 2 U/A
(712.75 ACRES)

POTENTIAL
NEIGHBORHOOD
COMMERCIAL

RESIDENTIAL 3 U/A (1) (2)
(706.59 ACRES)

W. CENTERPOINT ROAD

PURGATORY CREEK
OPEN SPACE
(91.50 ACRES)

W. CENTERPOINT ROAD

100' POWER EASEMENT

FUTURE
CONNECTION

OUT PARCEL

OUT PARCEL

COMMUNITY
COMMERCIAL (3)
205.0 Ac.

101.66 Ac.

1.15 Ac.

2.303 Ac.

22.723 Ac.

Legend

- Property Line
- Out Parcels
- Conceptual Roadway
- 100' Landscape Buffer
- 100 Year FEMA Floodplain

Land Use Schedule

USE	ACREAGE
CONSERVATION / OPEN SPACE	
Conservation / RHCP	700.20 Ac.
Purgatory Creek Open Space Acreage includes 8.5 Ac. of W. Centerpoint ROW	100.00 Ac.
RESIDENTIAL	
Residential (2 Unit / Acre)	712.75 Ac.
Residential (3 Unit / Acre)	706.59 Ac.
NON-RESIDENTIAL	
Potential Community Commercial Maximum Total CC is 200 Ac.	332.83 Ac.
TOTAL	2,552.37 Ac.

Residential acreage indicated in gross area. Open Space, Parks, and other community amenities will be within this area

1. Neighborhood Commercial (NC) uses permitted in accordance with Section 1.04.A.2
2. Any portion of the Community Commercial may be developed as residential in accordance with Section 1.04.B.1
3. Community Commercial (CC) uses permitted in accordance with Section 1.04.A.2. The maximum Community Commercial (CC), shall be 200 acres.
4. Up to a maximum of 720 Multi-Family units permitted in the Community Commercial (CC) area excluding the 22.723 acre tract, 2.30 acre tract, and the 1.15 acre tract may be developed as MF-24.

File: L:\2013\1340311\La Cima\Development Agreement\2018\08-28 wills exhibits add ins\La Cima -LO - Exhibits 2020-02-25.dwg

La Cima
San Marcos

Exhibit B - Conceptual Land Use Plan

SCALE : 1" = 600'
0 300 600 1,200
DATE : 12-05-2019

NORTH

712 Congress Avenue, Suite 300
Austin, TX 78701
Tel: (512) 480-0032 Fax: (512) 480-0617
www.rviplanning.com
rvi planning + landscape architecture

All information furnished regarding this property is from sources deemed reliable. However, RVi has not made an independent investigation of these sources and no warranty or representation is made by RVi as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice,to make changes to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective.

ANNEXATION APPLICATION

Updated: October, 2019

CONTACT INFORMATION

Applicant's Name	Doug Goss	Property Owner	LCSM Ph 2, LLC
Company	Natural Devleopment	Company	LCSM Ph 2 LLC
Applicant's Mailing Address	11612 FM 2244,	Owner's Mailing Address	303 Colorado, Ste
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

Legislation Text

File #: Ord. 2020-62, **Version:** 1

AGENDA CAPTION:

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

Meeting date: September 1, 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:

This property is part of the larger La Cima Development included in a Development Agreement with the City of San Marcos originally adopted September 16, 2014 (Resolution 2014-131R); amended in 2018 (Resolution 2018-75R), and in 2020. This agreement regulates issues including but not limited to the schedule of annexation, the permitted uses and development standards, impervious cover, environmental and water quality standards, and architectural design standards. The Future Development ("FD") zoning classification is a default classification for newly annexed land. Per the development agreement, SF-4.5 is an allowable residential use. Phase 2 provides for development of 249 residential lots, nine new streets, and four open space lots. The zoning request is being processed concurrently with an annexation request for the property.

The City of San Marcos will provide water and wastewater services at the site. The developer has extended water and wastewater facilities through the site. Pedernales Electric Cooperative will provide electric service to this development.

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.

Council Committee, Board/Commission Action:

Speakers in favor or opposed:

1. Eric Willis - applicant; available for questions

Recommendation from the Planning and Zoning Commission Meeting held August 11, 2020:
A motion was made by Commissioner Haverland, seconded by Commissioner Dillon to **approve** ZC-20-15. The motion carried 9-0.

For: (9) Chairperson Gleason, Vice Chairperson Kelsey, Commissioner Rand, Commissioner McCarty, Commissioner Haverland, Commissioner Dillon, Commissioner Moore, Commissioner Spell, and Commissioner Agnew.
Against:

Absent:

Alternatives: n/a

Recommendation:

Staff provides this request to the Commission for your consideration and recommends **approval** of the request for a zoning change from “FD” Future Development to “SF-4.5” Single Family - 4.5.

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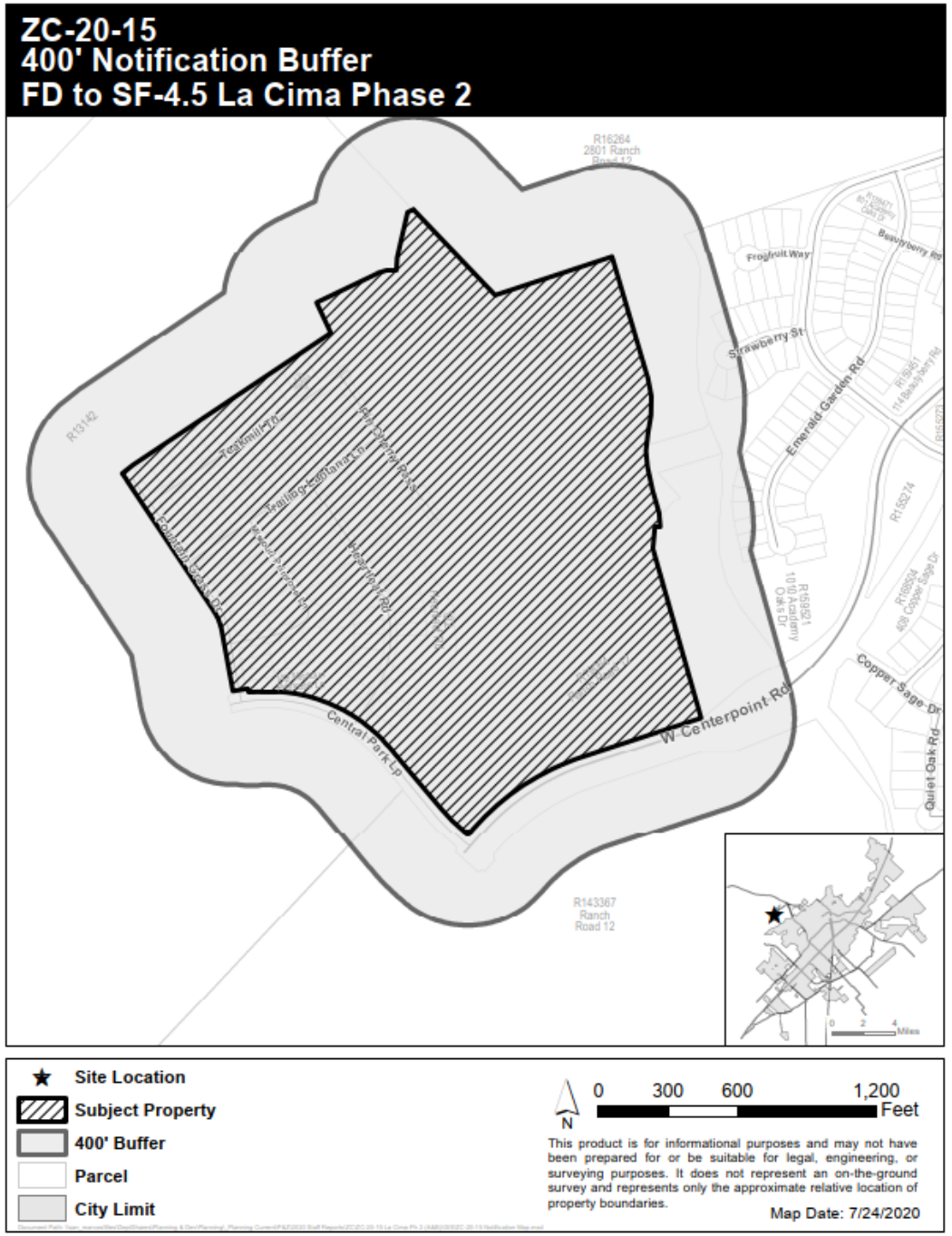
ZC-20-01 (La Cima, Phase 2)

Hold a public hearing and consider a request by Natural Development Austin, LLC, on behalf of LCSM Ph 1-2, LLC, for a zoning change from “FD” Future Development to “SF-4.5” Single Family – 4.5, for approximately 89.694 acres, more or less, out of the John Williams Survey, Abstract 490, and William Smithson Survey, Abstract 419, Hays County, generally located west of the intersection of Old Ranch Road 12 and Wonder World Drive. (A. Brake)

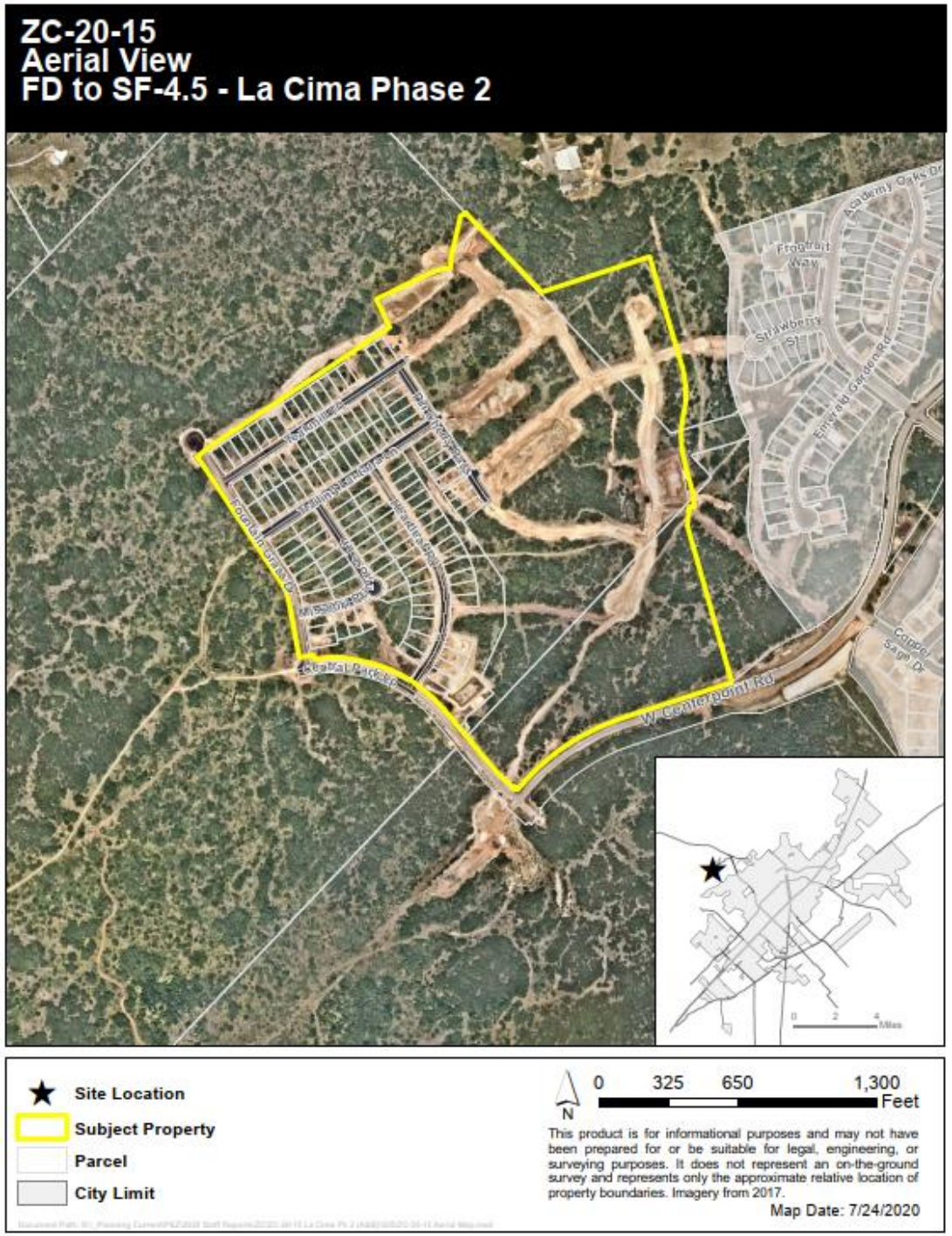
Location:

- Approximately 89.694 acres
- **Current Configuration:** Vacant / Agricultural land
- Surrounding uses include:
  - Single-family (ETJ)
  - San Marcos Academy
  - Vacant / rural
- Located outside the City Limits (Extraterritorial Jurisdiction)



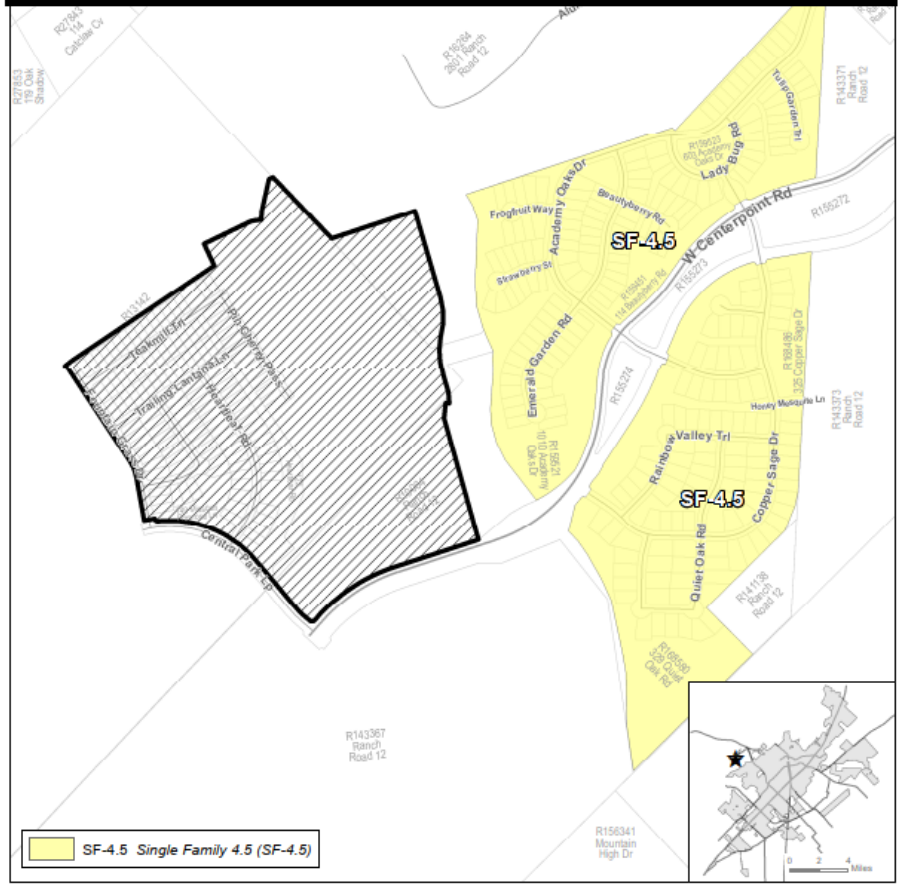
Context & History

- **Existing Zoning:** Outside City Limits (ETJ)
- **Proposed Zoning:** Single Family – 4.5 (SF-4.5)
- Proposed SF-4.5 zoning allows for residential uses
- Annexation request is being processed concurrently for property located outside City Limits
  - FD zoning is default classification for newly annexed land.



SAN MARCOS

ZC-20-15
Zoning Map
FD to SF-4.5 - La Cima Phase 2



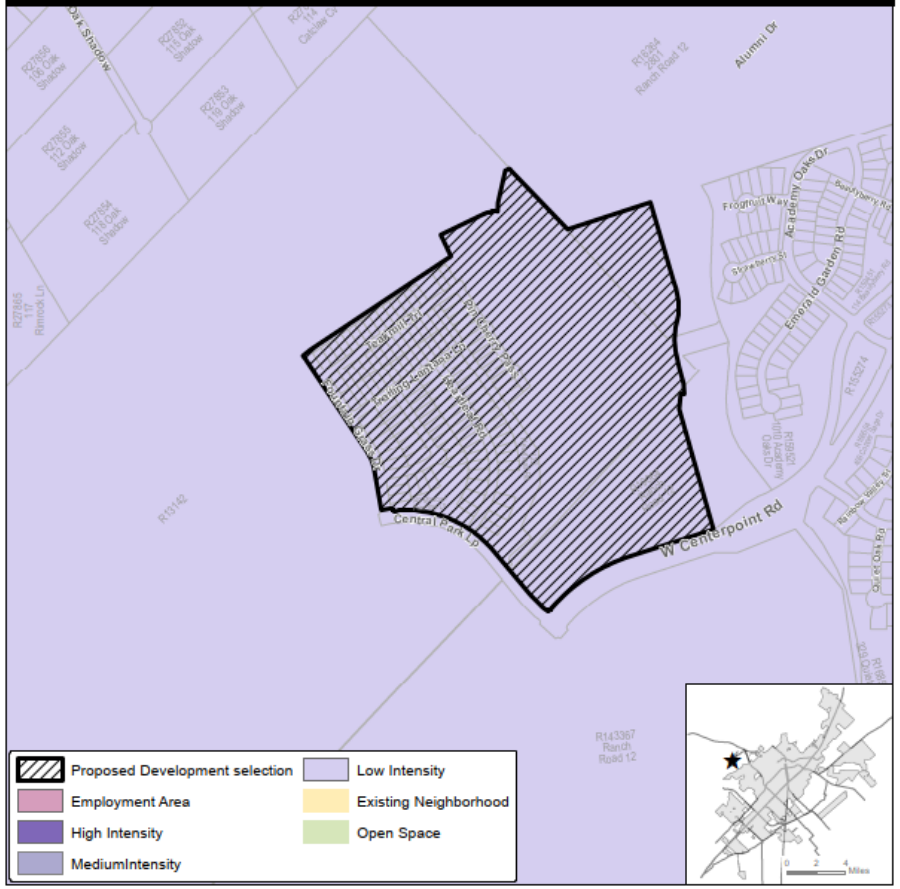
- Site Location
- Subject Property
- 400' Buffer
- Parcel
- City Limit

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

ZC-20-15
Preferred Scenario
FD to SF-4.5 - La Cima Phase 2

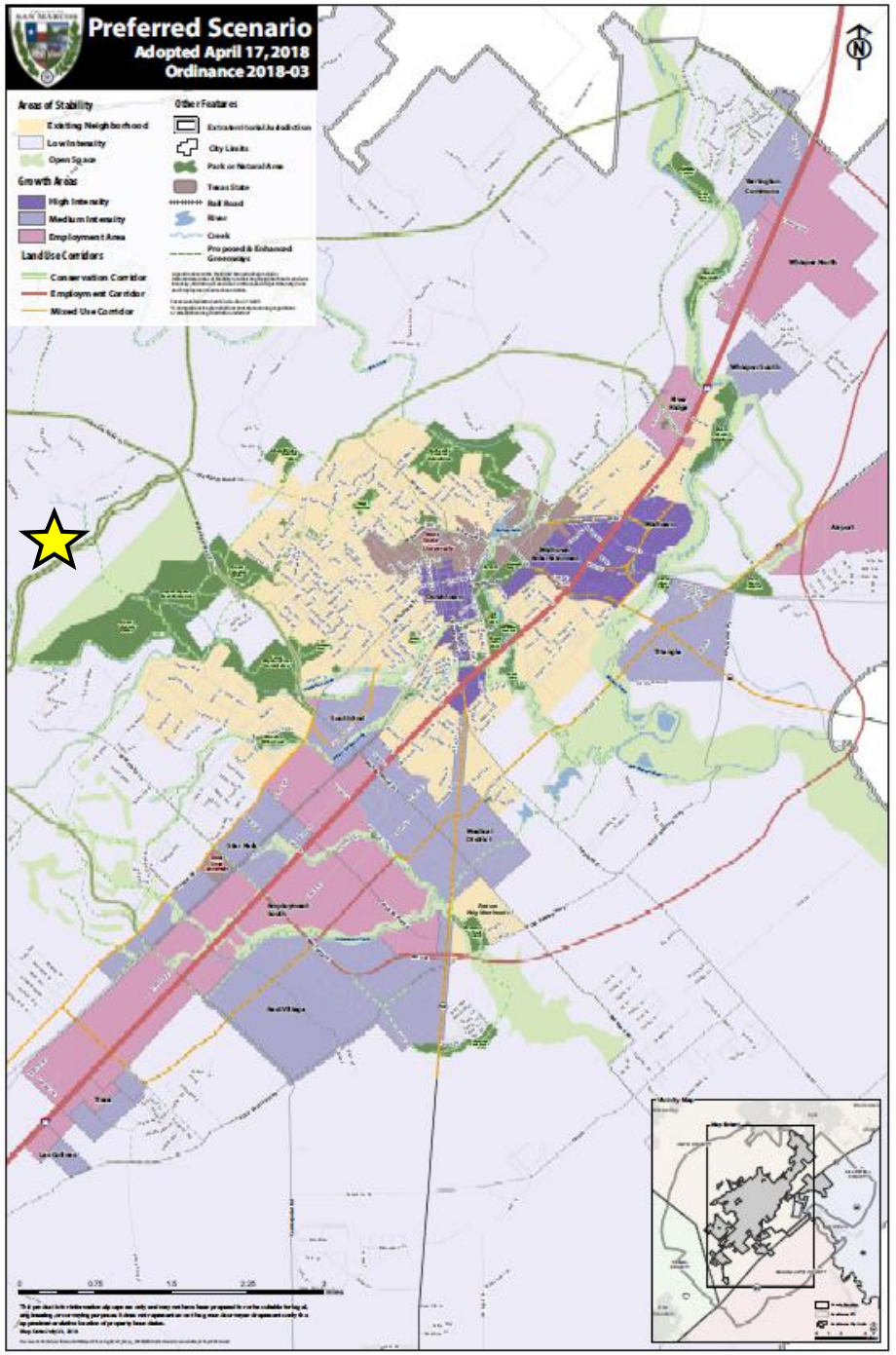


- Site Location
- Subject Property
- 400' Buffer
- Parcel
- City Limit

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: 7/24/2020



Comprehensive Plan Analysis

Step 1: Where is the property located on the Comprehensive Plan?

Located in a Low Intensity Zone

"Low Intensity Areas are varied and diverse with respect to environmental sensitivity and development suitability of the land. They are generally made up of larger undeveloped tracts of land where the preservation of sensitive environmental areas, flood hazard areas and agricultural lands should be considered as part of any development proposal. Development in these areas should by guided by the Land Use Suitability Map of the Comprehensive Plan. " (4.1.1.6)

Comprehensive Plan Analysis

Step 2: Is the request consistent with the Comprehensive Plan / District Translation Table?

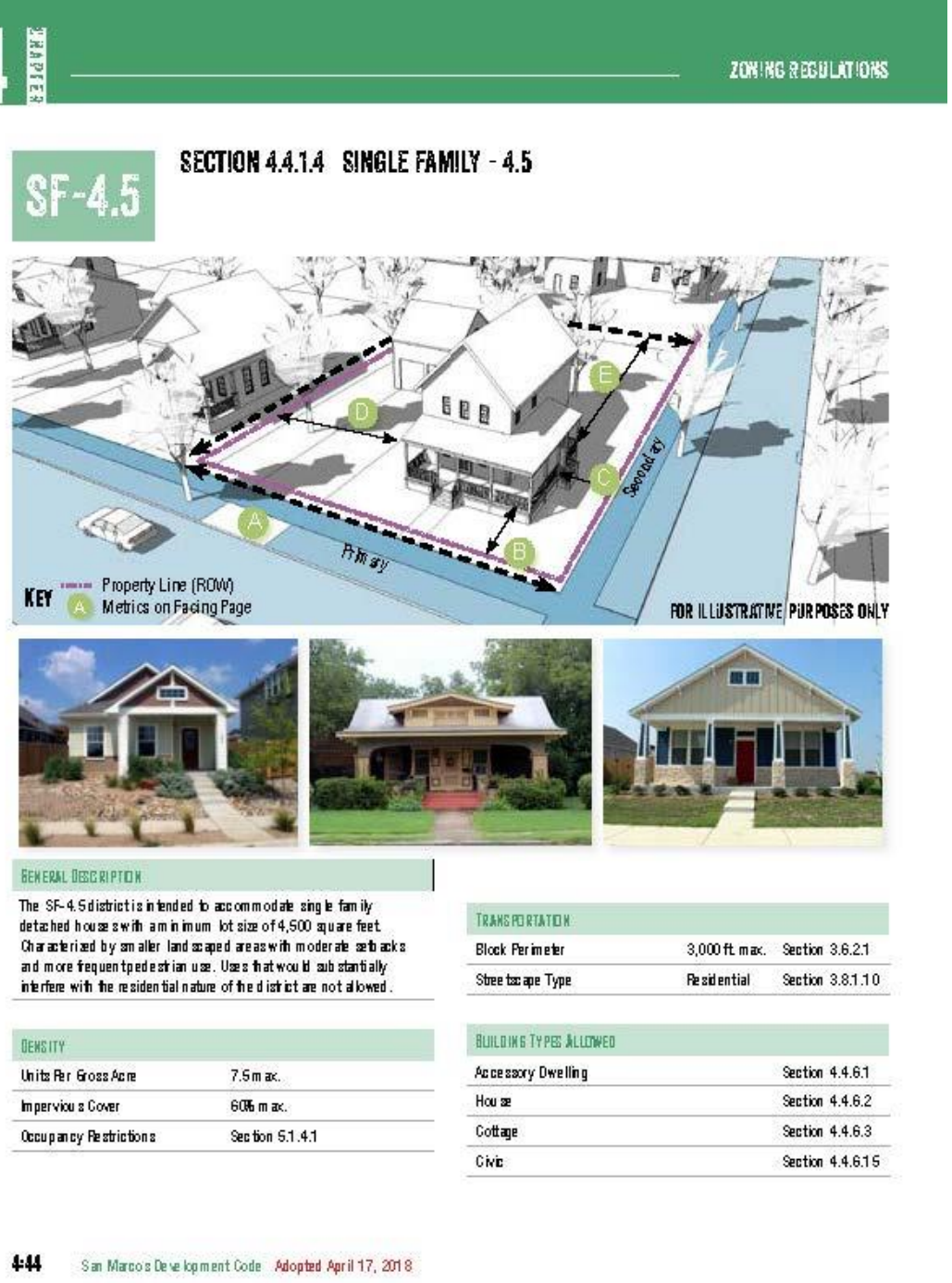
Applicant is requesting "Conventional Residential" (SF-4.5) within a Low Intensity Zone. Development Agreement in place prior to Code SMTX adoption. Zoning request is consistent with existing Development Agreement.

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-4.5 Zoning Analysis:

- SF-4.5 zoning is primarily intended to accommodate single family detached houses with a minimum lot size of 4,500 square feet. Uses that would substantially interfere with the residential nature of the district are not allowed.
- **Allowable Building Types:** *House, Cottage, Accessory Dwelling Unit, Civic Building*
- Proposed rezoning aligns with vision of the Comprehensive Plan, which states that the community needs **diversified housing options.**
- The property is vacant.



4 CHAPTER ZONING REGULATIONS

SF-4.5 SECTION 4.4.1.4 SINGLE FAMILY - 4.5

KEY Property Line (ROW) A Metrics on Facing Page

FOR ILLUSTRATIVE PURPOSES ONLY

GENERAL DESCRIPTION

The SF-4.5 district is intended to accommodate single family detached houses with a minimum lot size of 4,500 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	7.5 max.
Impervious Cover	60% 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

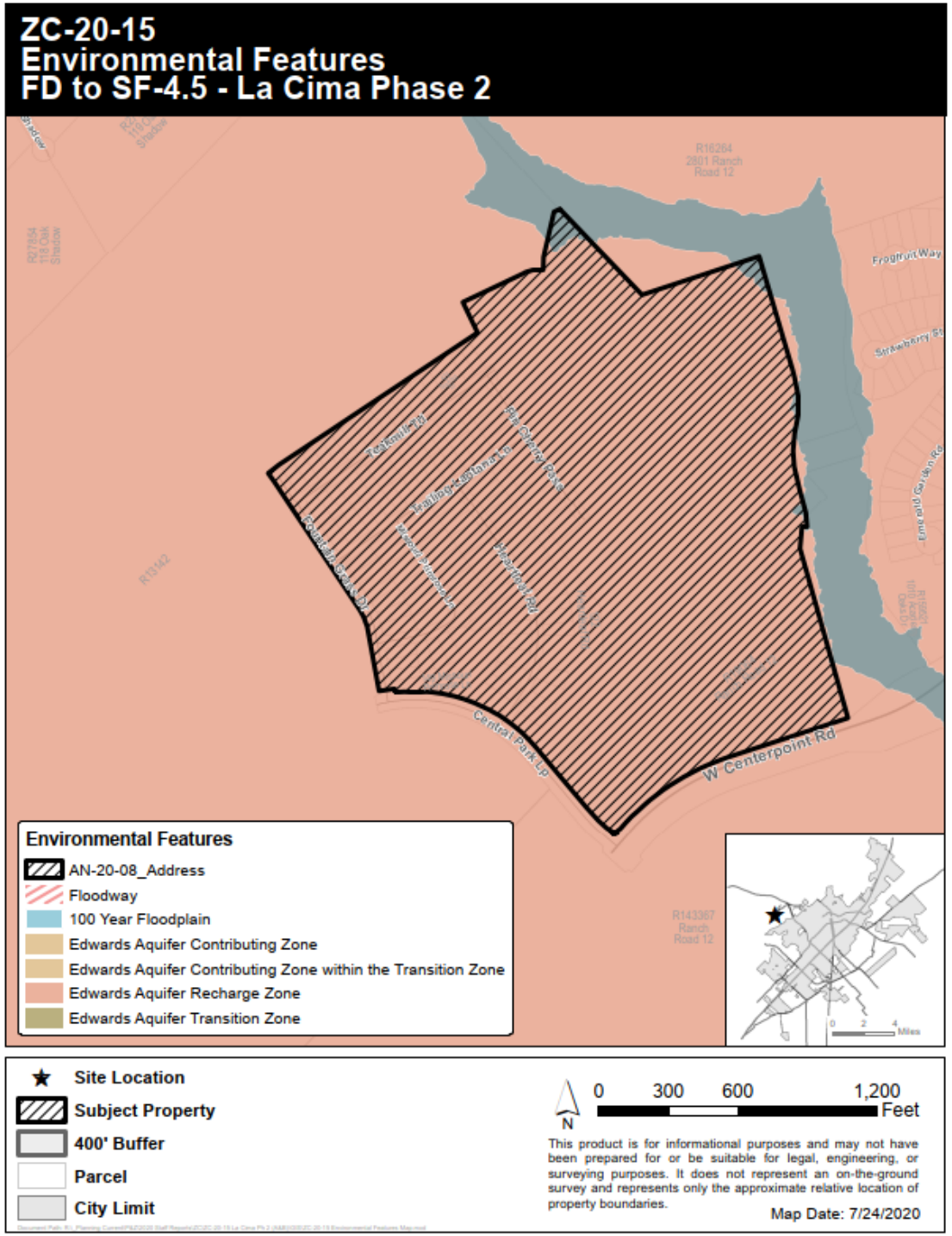
BUILDING TYPES ALLOWED	
Accessory Dwelling	Section 4.4.6.1
House	Section 4.4.6.2
Cottage	Section 4.4.6.3
Civic	Section 4.4.6.15

4-44 San Marcos Development Code Adopted April 17, 2018

Environmental Analysis

- Not located in floodplain; floodplain is adjacent

- Existing development standards within Development Agreement to mitigate for impact to natural features



Staff Recommendation:

At their August 11, 2020 meeting, the Planning and Zoning Commission recommended **approval** of the zoning change with a vote of 9-0 vote.

Staff provides this request to the Commission for your consideration and recommends **approval** of the request for a zoning change from “FD” Future Development to “SF-4.5” Single Family – 4.5

SAN MARCOS

Zoning District Comparison Chart

Topic	*Existing Zoning:* Future Development (FD)	*Proposed Zoning:* Single Family – 4.5 (SF-4.5)
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-3 district is primarily intended to accommodate one and two family houses. Uses that would substantially interfere with the residential nature of the district are not allowed.
Uses	Residential *(See Land Use Matrix)*	Residential *(See Land Use Matrix)*
Parking Location	No location standards	No location standards
Parking Standards	2 spaces per dwelling unit (Single Family Detached)	2 spaces per dwelling unit (Single Family Detached)
Max Residential Units per acre	0.4 units per acre (max)	7.5 units per acre (max)
Occupancy Restrictions	N/A	Restricted to a family and up to one other person who is not related to any of the other family members by blood, legal adoption, marriage, or conservatorship
Landscaping	Tree and shrub requirements	Tree and shrub requirements
Building Height (max)	2 stories	2 stories
Setbacks	Based on Zoning District	Based on Zoning District
Impervious Cover (max)	30%	60%
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.	Residential Street: 5' sidewalk, street trees every 35' on center average, 7' planting area between sidewalk and street required.
Blocks	No Block Perimeter Required	3,000 ft. Block Perimeter max

ORDINANCE NO. 2020-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY IN CASE NO. ZC-20-15 BY REZONING APPROXIMATELY 89.694 ACRES OUT OF THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, AND THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419, HAYS COUNTY, GENERALLY LOCATED WEST OF THE INTERSECTION OF OLD RANCH ROAD 12 AND WONDER WORLD DRIVE, FROM "FD" FUTURE DEVELOPMENT DISTRICT TO "SF-4.5" SINGLE FAMILY-4.5 DISTRICT; INCLUDING PROCEDURAL PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

1. On August 11, 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-4.5" Single Family-4.5 District for approximately 89.694 acres out of the John Williams Survey, Abstract No. 490, and the William Smithson Survey, Abstract No. 419, Hays County, generally located west of the intersection of Old Ranch Road 12 and Wonder World Drive.

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 September 1, 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 approximately 89.694-acre tract of land described by metes and bounds in Exhibit A, attached hereto and made a part hereof for all purposes, from "FD" Future Development District to "SF-4.5" Single Family-4.5 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 September 1, 2020.

PASSED, APPROVED AND ADOPTED on second reading on September 15, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

Approved:

Michael J. Cosentino
City Attorney

EXHIBIT A

Exhibit "__"

DOUCET & ASSOCIATES

7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

DOUCETengineers.com

Boundary Exhibit
La Cima
Hays County, Texas

D&A Job No. 1722-001
May 15, 2020

DESCRIPTION
For a 89.694 Acre [3,906,616 Square Feet]
Boundary Exhibit

BEING A 89.694 ACRE TRACT [3,906,616 SQUARE FEET] IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE PATRICK MCGREAL SURVEY, ABSTRACT NUMBER 308, AND THE WILLIAM SMITHSON SURVEY, ABSTRACT NUMBER 419, HAYS COUNTY, TEXAS, SAID 89.6936 ACRE TRACT BEING OUT OF A CALLED 94.504 ACRES AND A CALLED 182.269 ACRES DESCRIBED TO LCSM PH 2, LLC, AS RECORDED IN DOCUMENT NUMBER 18022545, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod set with cap stamped "DOUCET" on a south line of said 94.504 acres, same being on the north right-of-way of West Centerpoint Road, described in document number 17036340 of the Plat Records of Hays County, Texas [P.R.H.C.T], for the **POINT OF BEGINNING** of the tract described herein;

THENCE over and across said 182.269 acres and 94.504 acres, the following thirty-seven (37) courses and distances:

1) S71°59'35"W, a distance of 536.37 feet to a calculated point at the beginning of a curve to the left,
2) With the arc of said curve to the left, having an arc length of 572.24 feet, a radius of 1,065.00 feet, a delta angle of 30°47'09", and a chord bearing of S56°36'00"W, for a distance of 565.38 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
3) S41°12'25"W, a distance of 15.35 feet to a 1/2-inch iron rod set with cap stamped "DOUCET" at the beginning of a curve to the right,
4) With the arc of said curve to the right, having an arc length of 30.29 feet, a radius of 20.00 feet, a delta angle of 86°46'56", and a chord bearing of S83°03'03"W, for a distance of 27.48 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
5) N51°05'00"W, a distance of 26.25 feet to a 1/2-inch iron rod set with cap stamped "DOUCET" at the beginning of a curve to the right,
6) With the arc of said curve to the right, having an arc length of 123.51 feet, a radius of 815.00 feet, a delta angle of 08°40'57", and a chord bearing of N44°27'06"W, for a distance of 123.39 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
7) N40°06'37"W, passing at 196.38 feet, a 1/2-inch iron rod set with cap stamped "DOUCET", and continuing for a total distance of 339.13 feet to a calculated point at the beginning of a curve to the left,
8) With the arc of said curve to the left, having an arc length of 665.76 feet, a radius of 685.00 feet, a delta angle of 55°41'13", and a chord bearing of N67°57'20"W, for a distance of 639.87 feet to a calculated point at the beginning of a curve to the right,

(CONTINUED ON NEXT PAGE)

DOUCET
& ASSOCIATES

9) With the arc of said curve to the right, having an arc length of 29.69 feet, a radius of 20.22 feet, a delta angle of 84°09'04", and a chord bearing of N53°26'10"W, for a distance of 27.10 feet to a calculated point,
10) S80°00'46"W, a distance of 64.91 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
11) N10°16'24"W, a distance of 257.65 feet to a 1/2-inch iron rod set with cap stamped "DOUCET" at the beginning of a curve to the left,
12) With the arc of said curve to the left, having an arc length of 110.12 feet, a radius of 270.00 feet, a delta angle of 23°22'04", and a chord bearing of N21°57'26"W, for a distance of 109.36 feet to 1/2-inch iron rod set with cap stamped "DOUCET",
13) N33°38'28"W, passing at 473.78 feet, a 1/2-inch iron rod set with cap stamped "DOUCET", and continuing for a total distance of 662.05 feet to a calculated point at the beginning of a curve to the left,
14) With the arc of said curve to the left, having an arc length of 41.52 feet, a radius of 470.00 feet, a delta angle of 05°03'41", and a chord bearing of N36°10'19"W, for a distance of 41.51 feet to a calculated point,
15) N51°17'50"E, a distance of 60.00 feet to a calculated point,
16) N56°21'32"E, passing at 973.91 feet a 1/2-inch iron rod set with cap stamped "DOUCET", and continuing for a total distance of 1,028.43 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
17) N25°39'04"W, a distance of 145.42 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
18) N64°20'56"E, a distance of 291.09 feet to a 1/2-inch iron rod set with cap stamped "DOUCET" at the beginning of a curve to the right,
19) With the arc of said curve to the right, having an arc length of 86.33 feet, a radius of 173.50 feet, a delta angle of 28°30'33", and a chord bearing of N78°36'13"E, for a distance of 85.44 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
20) N02°51'29"E, a distance of 53.00 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
21) N12°59'10"E, a distance of 199.70 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
22) N64°20'56"E, a distance of 27.11 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
23) S43°46'38"E, a distance of 512.11 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
24) N71°48'34"E, a distance of 532.02 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
25) S16°25'58"E, a distance of 512.32 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
26) S16°15'24"E, a distance of 33.68 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
27) S10°06'10"E, a distance of 81.02 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
28) S00°06'48"W, a distance of 81.02 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
29) S10°19'46"W, a distance of 81.02 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
30) S05°27'59"W, a distance of 75.37 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
31) S04°34'06"E, a distance of 69.44 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
32) S12°37'02"E, a distance of 101.90 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
33) S15°31'59"E, a distance of 101.88 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
34) S04°54'54"E, a distance of 63.30 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
35) S89°27'32"W, a distance of 22.41 feet to a 1/2-inch iron rod set with cap stamped "DOUCET"
36) S05°16'10"W, a distance of 92.13 feet to a 1/2-inch iron rod set with cap stamped "DOUCET", and

(CONTINUED ON NEXT PAGE)

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

DOUCET
& ASSOCIATES

37) S15°48'49"E, a distance of 761.24 feet to the **POINT OF BEGINNING** of the tract described herein, and containing approximately 89.694 acres [3,906,616 square feet].

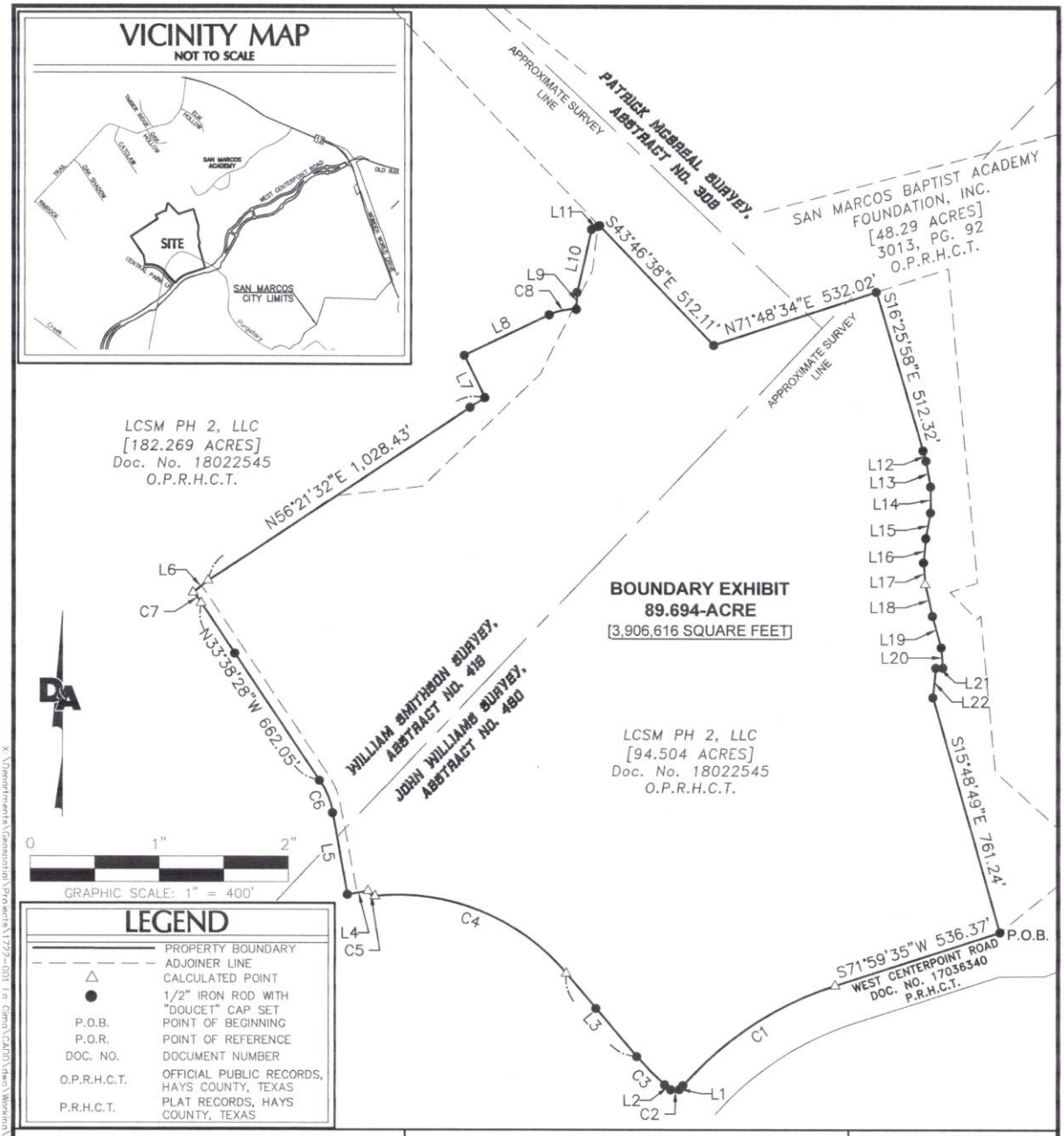
Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are surface values and may be converted to grid by using the surface adjustment factor of 1.00009768. Units: U.S. Survey Feet.

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.

G Cav 5/15/20

Garrett Cavaiuolo Date
Registered Professional Land Surveyor
Texas Registration No. 6714
Doucet & Associates
GCavaiuolo@DoucetEngineers.com
TBPELS Firm Registration No. 10105800



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

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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

DOUCET & ASSOCIATES
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Sheet:	5 OF 5
Field Book:	---
Party Chief:	ADM
Survey Date:	07/29/2020

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Zoning Request	La Cima
ZC-20-15	Phase 2

Summary

Request:	Zoning change from "FD" Future Development to "SF-4.5" Single Family		
Applicant:	Natural Development Austin, LLC 11612 FM 2244, Bldg. 1, Ste. 140 Austin, TX 78738	**Property Owner:**	LCSM Ph. 2, LLC 303 Colorado, Ste. 2300 Austin, TX 78701

Notification

Application:	June 16, 2020	**Neighborhood Meeting:**	N/A
Published:	July 26, 2020	**# of Participants**	N/A
Posted:	July 24, 2020	**Personal:**	July 24, 2020
Response:	None as of Staff Report date		

Property Description

Legal Description:	+/- 89.694 acre tract out of the John Williams Survey, Abstract 490, and William Smithson Survey, Abstract 419, Hays County		
Location:	Generally west of the intersection of Old Ranch Road 12 and Wonder World Drive		
Acreage:	89.964	**PDD/DA/Other:**	Resolution 2020-50R
Existing Zoning:	"FD" Future Development	**Proposed Zoning:**	"SF-4.5" Single Family
Existing Use:	Vacant / Rural	**Proposed Use:**	Single Family
Existing Occupancy:	N/A	**Occupancy:**	Restrictions Do Apply
Preferred Scenario:	Low Intensity Area	**Proposed Designation:**	Low Intensity Area
CONA Neighborhood:	N/A	**Sector:**	N/A
Utility Capacity:	Adequate.	**Floodplain:**	No
Historic Designation:	N/A	**My Historic SMTX Resources Survey:**	No

Surrounding Area

	Zoning	Existing Land Use	Preferred Scenario
North of Property:	ETJ	San Marcos Academy & The Settlement	Area of Stability
South of Property:	ETJ	Vacant	Area of Stability
East of Property:	SF-4.5	Single Family	Area of Stability
West of Property:	ETJ	Vacant	Area of Stability

Staff Recommendation

X	Approval as Submitted		Approval with Conditions / Alternate		Denial
Staff: Alison Brake, CNU-A		**Title :** Historic Preservation Officer & Planner		**Date:** August 12, 2020	

Zoning Request	La Cima
ZC-20-15	Phase 2

History

This property is part of the larger La Cima Development included in a Development Agreement with the City of San Marcos originally adopted September 16, 2014 (Resolution 2014-131R); amended in 2018 (Resolution 2018-75R) and in 2020. This agreement regulates issues including but not limited to the schedule of annexation, the permitted uses and development standards, impervious cover, environmental and water quality standards and architectural design standards. The Future Development ("FD") zoning classification is a default classification for newly annexed land. Per the development agreement, SF-4.5 is an allowable residential use. Phase 2 provides for development of 249 residential lots, nine new streets, and four open space lots. The zoning request is being processed concurrently with an annexation request for the property.

The City of San Marcos will provide water and wastewater services at the site. The developer has extended water and wastewater facilities through the site. Pedernales 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

Commission Recommendation

X	Approval as Submitted		Approval with Conditions / Alternate		**Denial**

Speakers in favor or opposed:

1. Eric Willis – Applicant; available for questions

Recommendation from the Planning and Zoning Commission Meeting held August 11, 2020:
A motion was made by Commissioner Haverland, seconded by Commissioner Dillon, to approve ZC-20-15. The motion carried 9-0.

For: (9) Chairperson Gleason, Vice Chairperson Kelsey, Commissioner Rand, Commissioner McCarty, Commissioner Haverland, Commissioner Dillon, Commissioner Moore, Commissioner Spell, and Commissioner Agnew.
Against:
Absent:

Zoning Request	La Cima
ZC-20-15	Phase 2

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 ***Conventional Residential (SF-4.5) within a Low Intensity Zone is considered "Not Preferred" and requires further scrutiny. However, a Development Agreement was in place prior to the Code SMTX adoption and the zoning request is consistent with the existing Development Agreement.***
		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 ***Resolution 2014-131 was approved in 2014 and amended in 2018 (Resolution 2018-75R) and 2020 between the City of San Marcos and Lazy Oaks Ranch, LP. SF-4.5 is an allowable use per Section 1.04(A)(1) of the agreement.***
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 ***Uses allowed within the Single Family district are compatible and appropriate for this area. This area is mostly residential in nature, with the San Marcos Academy located to the north.***
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 approved development agreement.***
X			Whether the site is appropriate for the development allowed in the proposed district ***Approval of this zoning change would allow the property to develop according to the approved development agreement.***
		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.*** ***(THIS TABLE CONTINUES ON NEXT PAGE)***

Zoning Request	La Cima
ZC-20-15	Phase 2

Evaluation			Criteria for Approval (Sec.2.5.1.4)
Consistent	Inconsistent	Neutral	
X			Whether there is a need for the proposed use at the proposed location ***The rezoning does serve a substantial public purpose by providing additional single family housing in San Marcos.***
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 will be served with City water and wastewater per the approved development agreement.***
X			Whether the proposed rezoning will have a significant adverse impact on property in the vicinity of the subject property ***The surrounding area has remained single-family with The Settlement subdivision to the north of the property.***
		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 ***Standards are in place per the approved development agreement to lessen the impact of the development to the natural environment.***
X			Any other factors which shall substantially affect the public health, safety, morals, or general welfare ***None noted.***

ZC-20-15
Aerial View
FD to SF-4.5 - La Cima Phase 2

★ **Site Location**

Subject Property

Parcel

City Limit

N

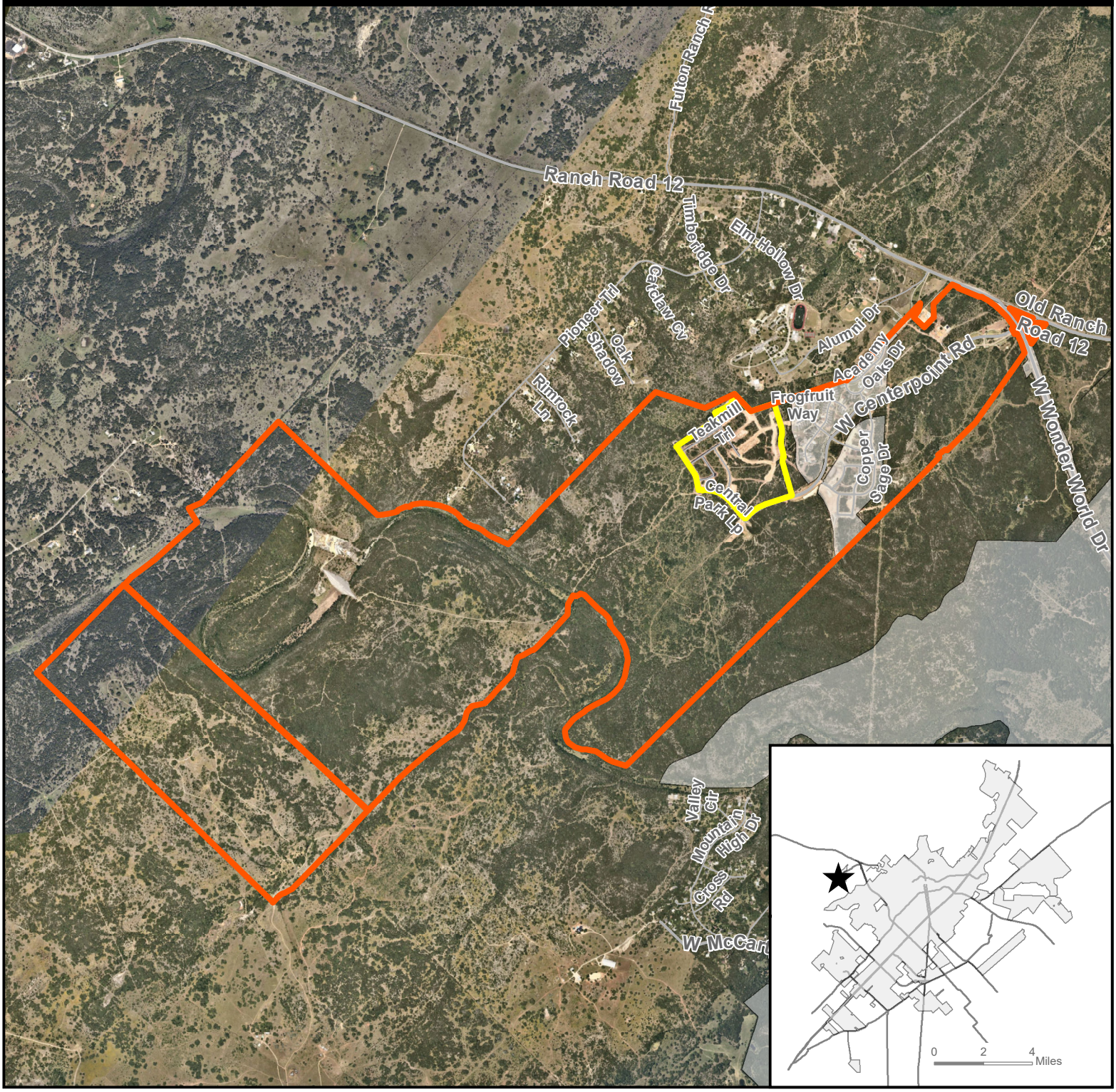
0 325 650 1,300 Feet

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: 7/24/2020

Document Path: R:_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-15 La Cima Ph 2 (A&B)\GIS\ZC-20-15 Aerial Map.mxd

ZC-20-15
La Cima Boundary Map
FD to SF-4.5 - La Cima Phase 2



★ **Site Location**

Subject Property

Parcel

City Limit

La Cima Boundary

N

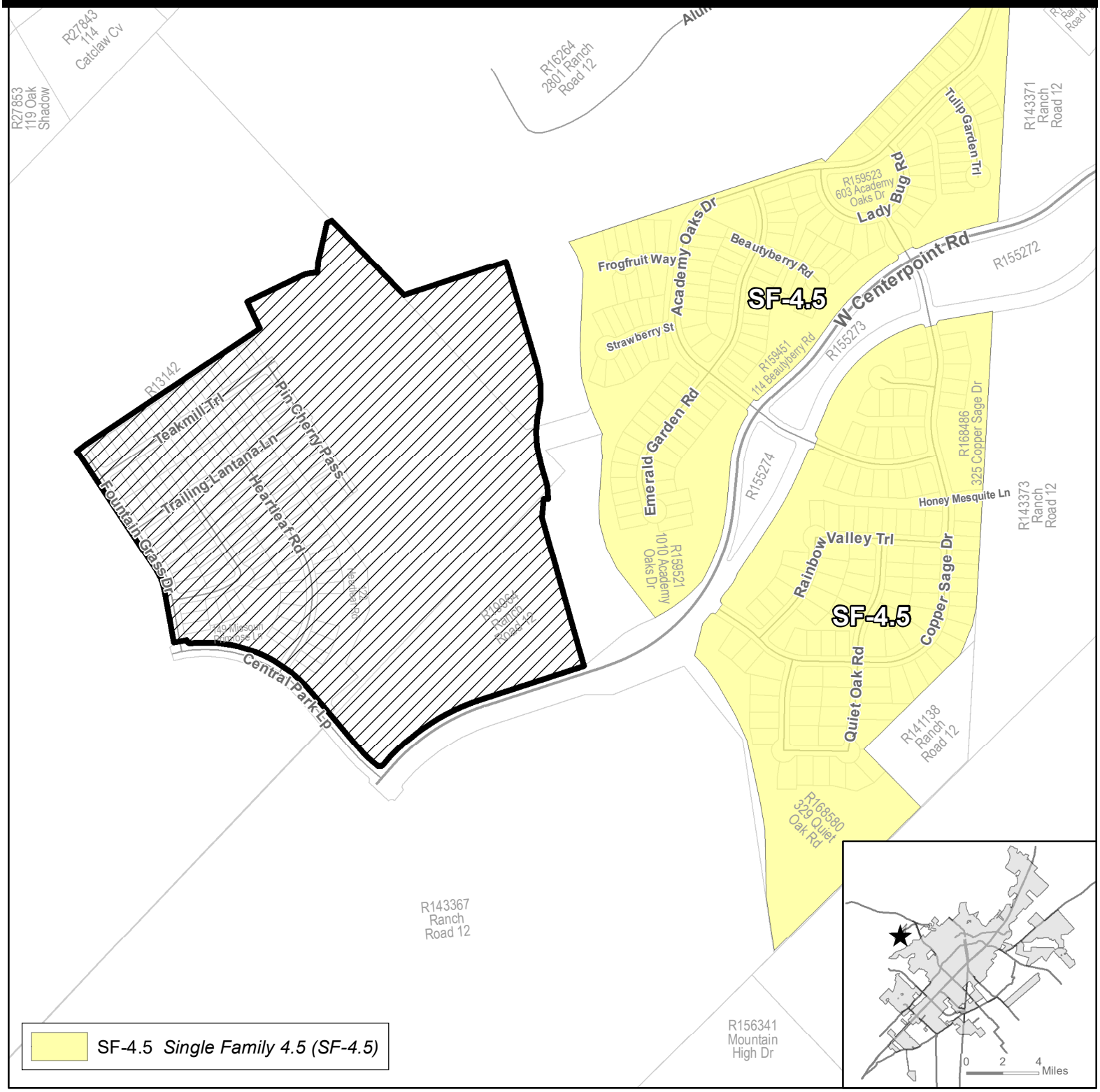
0 1,750 3,500 7,000 Feet

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: 7/28/2020

Document Path: R:_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-15 La Cima Ph 2 (A&B)\GIS\ZC-20-15 La Cima Boundary Map.mxd

ZC-20-15
Zoning Map
FD to SF-4.5 - La Cima Phase 2



★ **Site Location**

Subject Property

400' Buffer

Parcel

City Limit

N

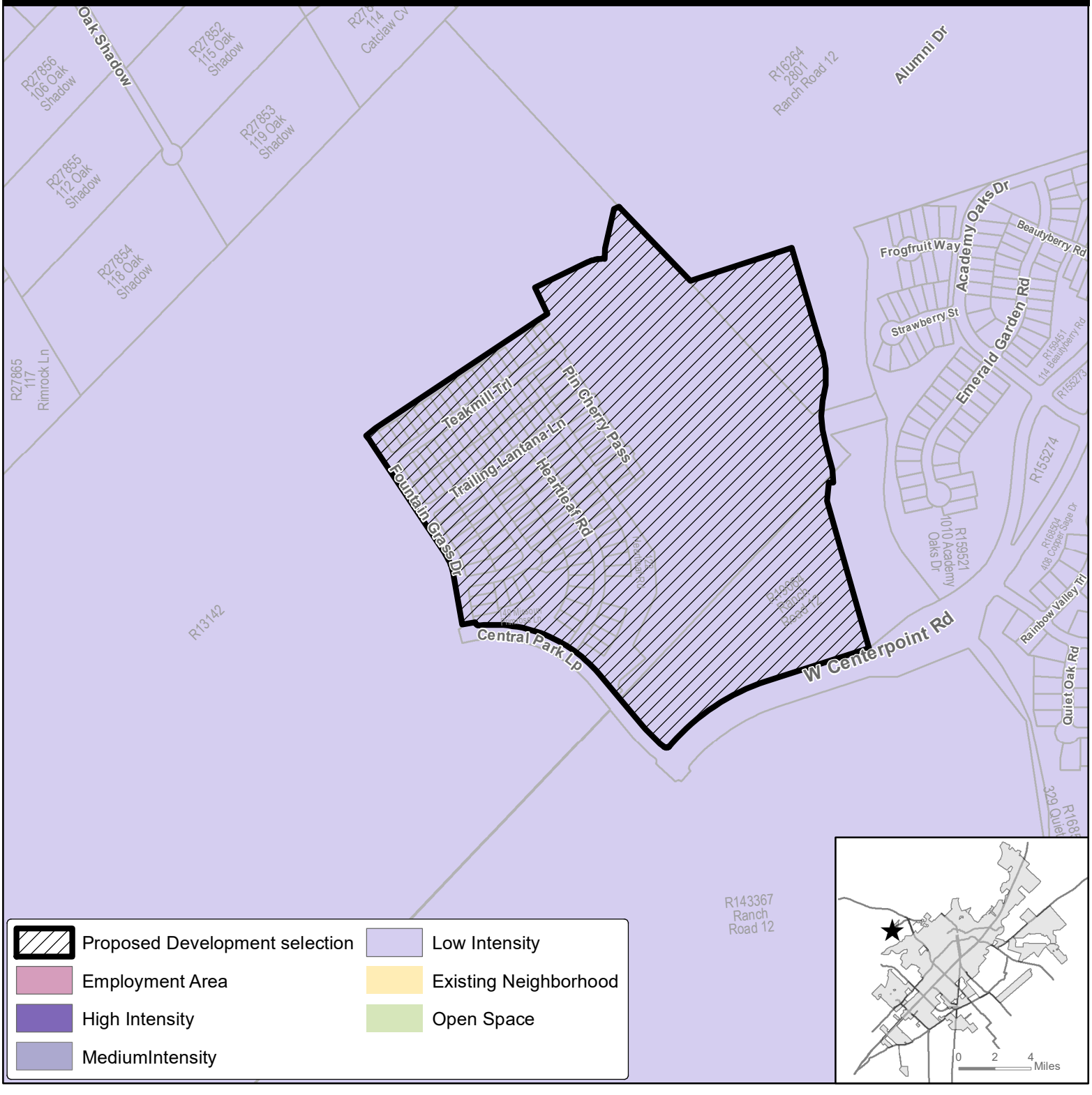
0 400 800 1,600 Feet

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

ZC-20-15
Preferred Scenario
FD to SF-4.5 - La Cima Phase 2



Site Location

Subject Property

400' Buffer

Parcel

City Limit

N

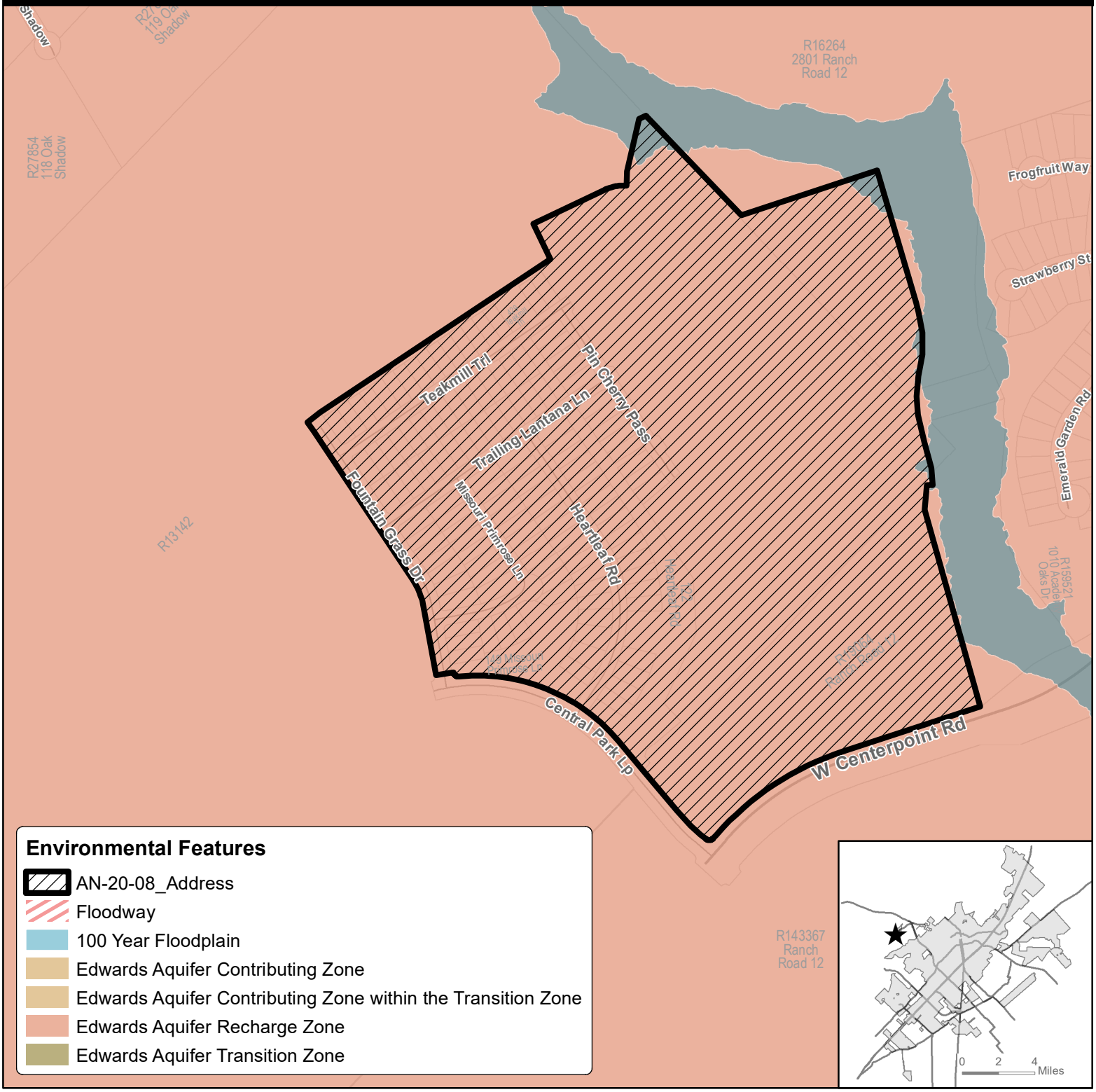
0 400 800 1,600 Feet

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: 7/24/2020

Document Path: R:_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-15 La Cima Ph 2 (A&B)\GIS\ZC-20-15 Preferred Scenario Map.mxd

ZC-20-15
Environmental Features
FD to SF-4.5 - La Cima Phase 2



★ **Site Location**

Subject Property

400' Buffer

Parcel

City Limit

N

0 300 600 1,200 Feet

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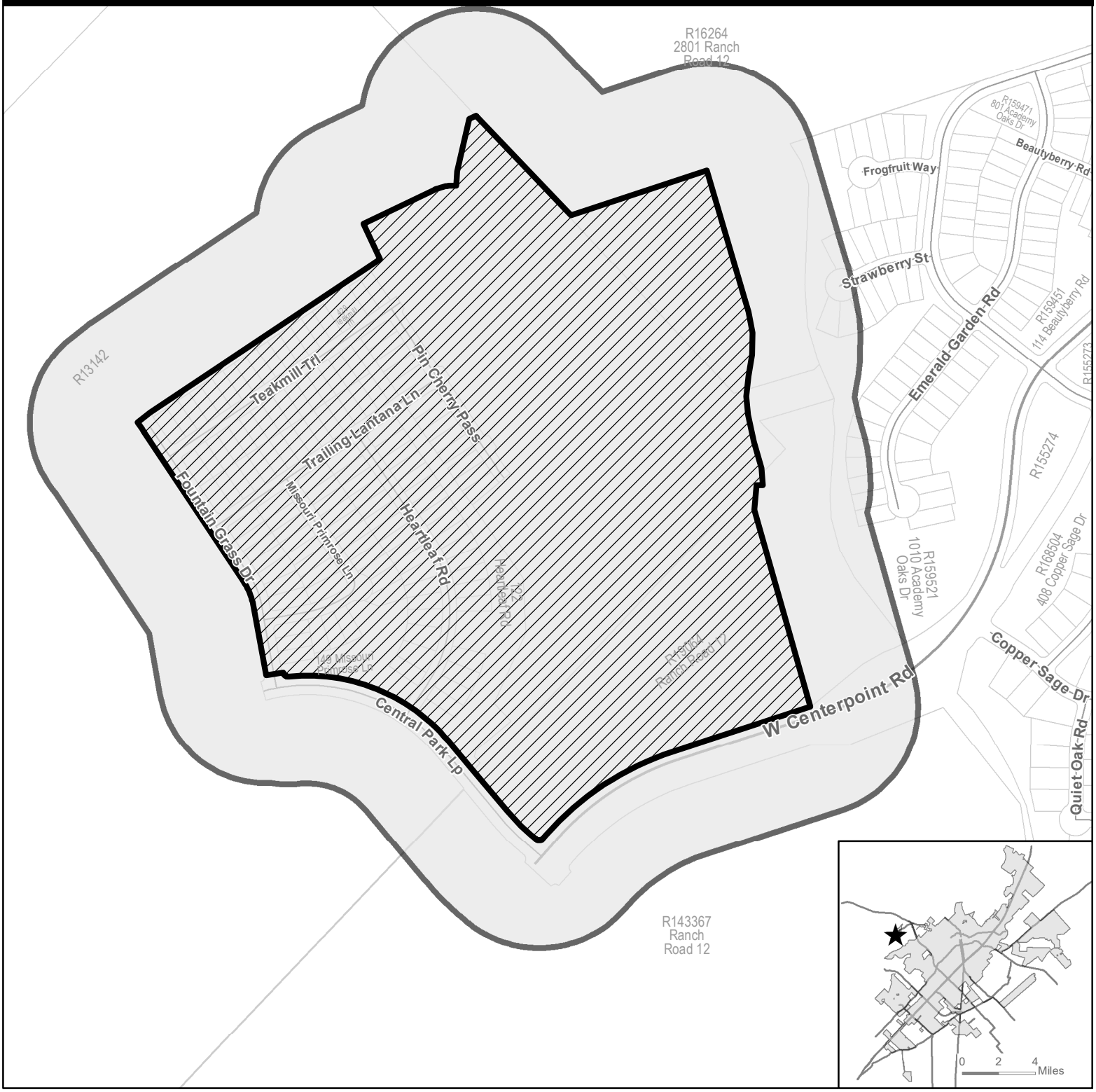
Map Date: 7/24/2020

Document Path: R:_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-15 La Cima Ph 2 (A&B)\GIS\ZC-20-15 Environmental Features Map.mxd

ZC-20-15
400' Notification Buffer
FD to SF-4.5 La Cima Phase 2



★ **Site Location**

Subject Property

400' Buffer

Parcel

City Limit

N

0 300 600 1,200 Feet

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Map Date: 7/24/2020

Document Path: \\san_marcos\files\DeptShares\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-15 La Cima Ph 2 (A&B)\GIS\ZC-20-15 Notification Map.mxd

Property ID	Owner Name	Address	Owner City	Owner State	Owner Zip
R148000	Hays County	111 E SAN ANTONIO ST STE101	SAN MARCOS	TX	78666
R159486	HIGHLAND HOMES AUSTIN LLC	5601 DEMOCRACY DR STE 300	PLANO	TX	75024
R143367	LAZY OAKS RANCH LP	303 COLORADO ST STE 2300	AUSTIN	TX	78701
R159489	LCSM PH 1-1 LLC	303 COLORADO ST STE 2300	AUSTIN	TX	78701
R18169	LCSM PH. 2 LLC	303 COLORADO ST STE 2300	AUSTIN	TX	78701
R159487	MHI PARTNERSHIP LTD	8200 N MOPAC STE 300	AUSTIN	TX	78759
R120408	SAN MARCOS BAPTIST ACADEMY	2801 RANCH RD 12	SAN MARCOS	TX	78666
R144183	SAN MARCOS BAPTIST ACADEMY FOUNDATION INC ATTN: JOHN H GARRISON PHD	2801 RANCH ROAD 12	SAN MARCOS	TX	78666

Section 5.1.1.2 Land Use Matrix

Future Development (FD) VS. Single Family - 4.5 (SF-4.5)

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

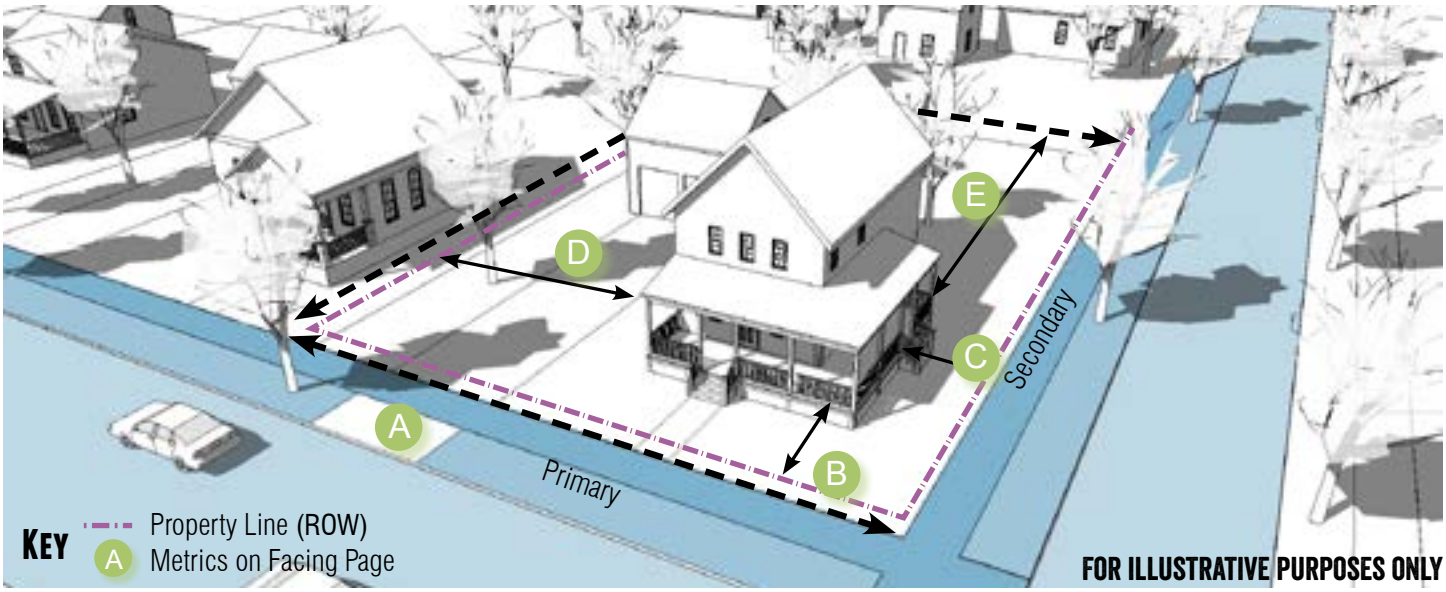
TYPES OF LAND USES	CONVENTIONAL RESIDENTIAL				NEIGHBORHOOD DENSITY DISTRICTS				CHARACTER DISTRICTS						SPECIAL DISTRICTS					DEFINITION USE STANDARDS
	FD	SF-R	SF-6	SF-4.5	ND-3	ND-3.5	ND-4	N-MS	CD-1	CD-2	CD-3	CD-4	CD-5	CD-5D	HC	LI	HI	MH	EC	
Hotel/ Motel (more than 30 rooms)	--	--	--	--	--	--	--	P	--	--	--	--	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

Zoning District Comparison Chart

Topic	*Existing Zoning:* **Future Development (FD)**	*Proposed Zoning:* **Single Family – 4.5 (SF-4.5)**
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 SF-4.5 district is primarily intended to accommodate single family detached houses. Characterized by smaller landscaped areas with moderate setbacks and more frequent pedestrian uses. Uses that would substantially interfere with the residential nature of the district are not allowed.
Uses	Residential *(See Land Use Matrix)*	Residential *(See Land Use Matrix)*
Parking Location	No location standards	No location standards
Parking Standards	2 spaces per dwelling unit (Single Family Detached)	2 spaces per dwelling unit (Single Family Detached)
Max Residential Units per acre	0.4 units per acre (max)	7.5 units per acre (max)
Occupancy Restrictions	N/A	Restricted to a family and up to one other person who is not related to any of the other family members by blood, legal adoption, marriage, or conservatorship
Landscaping	Tree and shrub requirements	Tree and shrub requirements
Building Height (max)	2 stories	2 stories
Setbacks	Based on Zoning District	Based on Zoning District
Impervious Cover (max)	30%	60%
Lot Sizes	Allows a variety of lot sizes depending on Building Type.	Allows for a minimum lot size of 4,500 square feet
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 35' on center average, 7' planting area between sidewalk and street required.
Blocks	No Block Perimeter Required	3,000 ft. Block Perimeter max

SF-4.5

SECTION 4.4.1.4 SINGLE FAMILY - 4.5



General Description

The SF-4.5 district is intended to accommodate single family detached houses with a minimum lot size of 4,500 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	7.5 max.
Impervious Cover	60% 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

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

Building Standards		
Principle Building Height	2 stories max.	35 ft. max.
Accessory Structure Height	N/A	24 ft. max.

Lot

Building Type	Lot Area	Lot Width	
House	4,500 sq. ft. min.	50 ft. min.	A
Cottage	4,500 sq. ft. min.	50 ft. min.	
Civic	4,500 sq. ft. min.	50 ft. min.	

Setbacks - Principal Building		
Primary Street	20 ft. min.	B
Secondary Street	15 ft. min.	C
Side	5 ft. min.	D
Rear	15 ft. min.	E

Setbacks - Accessory Structure	
Primary Street	20 ft. min.
Secondary Street	15 ft. min.
Side	5 ft. min.
Rear	5 ft. min.

DIVISION 2: NEIGHBORHOOD DENSITY DISTRICTS

Abbreviated Designation	District Name
ND-3	Neighborhood Density -3
ND-3.5	Neighborhood Density - 3.5
ND-4	Neighborhood Density - 4
ND-4M	Neighborhood Main Street

ZC-20-15 (La Cima Phase 2) 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	

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			**Applicant has not indicated that educational facilities will be included.**
Competitive Infrastructure & Entrepreneurial Regulation	Provides / Encourages land, utilities and infrastructure for business			**Applicant has not indicated that infrastructure will be extended.**
The Community of Choice	Provides / Encourages safe & stable neighborhoods, quality schools, fair wage jobs, community amenities, distinctive identity			**Applicant has not indicated that opportunities for jobs and services will be included.**

ENVIRONMENT & RESOURCE PROTECTION – Land Use Suitability & Development Constraints

	1 (least)	2	3 (moderate)	4	5 (most)
Level of Overall Constraint				X	
Constraint by Class					
Cultural	X				
Edwards Aquifer				X	
Endangered Species	X				
Floodplains	X				
Geological	X				
Slope	X		X		
Soils		X			
Vegetation	X		X		
Watersheds			X		
Water Quality Zone	X				

ENVIRONMENT & RESOURCE PROTECTION – Water Quality Model Results

Located in Subwatershed:	**Purgatory Creek**

	0-25%	25-50%	50-75%	75-100%	100%+
Modeled Impervious Cover Increase Anticipated for watershed		**X**			

Notes: **The change in impervious cover under the Preferred Scenario is attributed to portions of the Paso Robles development, the Government Center, and downtown development. Purgatory Creek is a direct tributary of the San Marcos River, home of several endangered species. The Plan emphasizes the need to identify potential pollution from redevelopment as construction runoff and debris can wash into the creek during storm events.**

NEIGHBORHOODS – Where is the property located

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?	**X**	
Will Trails and / or Green Space Connections be Provided?	**X**	

As part of the overall La Cima Development.

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)? **Upper Purgatory Creek Natural Area is located to the south of the La Cima Development.**		**X**
Wastewater service available? **As part of Development Agreement, extensions are required and developer will provide.**	**X**	
Water service available? **As part of Development Agreement, extensions are required and developer will provide.**	**X**	

TRANSPORTATION – Level of Service (LOS), Access to sidewalks, bicycle lanes and public transportation

		A	B	C	D	F
Existing Daily LOS	**Wonder World Drive** **Old Ranch Road 12**	**X**				**X**
Existing Peak LOS	**Wonder World Drive** **Old Ranch Road 12**	**X**				**X**
Preferred Scenario Daily LOS	**Wonder World Drive** **Old Ranch Road 12**	**X**				**X**
Preferred Scenario Peak LOS	**Wonder World Drive**			**X**		

Old Ranch Road 12					**X**
The Transportation Demand Model shows that Wonder World Drive remains at a level of service A for the Existing Daily and Peak along with the Preferred Daily. It drops from an A to a C LOS in the Preferred Scenario Peak LOS. Old Ranch Road 12 is shown as a LOS F across the board. This could be alleviated with the construction of West Centerpoint Road through the La Cima Development.					
	N/A	Good	Fair	Poor	
Sidewalk Availability	**X**				
Sidewalks are required to be built as part of the development.					
	YES		NO		
Adjacent to existing bicycle lane?			**X**		
Adjacent to existing public transportation route?			**X**		
Notes: **The closest CARTS bus route is Route 7, which is the Bishop Street route.**					

PLANNING AND DEVELOPMENT SERVICES

7/24/2020 **ZC-20-15**

Notice of Public Hearing
Zoning Change Request
"FD" Future Development to "SF-4.5" Single Family – 4.5
La Cima, Phase 2

Hold a public hearing and consider a request by Natural Development Austin, LLC, on behalf of LCSM Ph 2, LLC, for a zoning change from "FD" Future Development to "SF-4.5" Single Family – 4.5, for approximately 89.694 acres, more or less, out of the John Williams Survey, Abstract 490, and William Smithson Survey, Abstract 419, Hays County, generally located west of the intersection of Old Ranch Road 12 and Wonder World Drive.

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, August 11, 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, September 1, 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, but wish to comment, you may write to the following address:

Development Services-Planning
630 East Hopkins
San Marcos, TX 78666
planninginfo@sanmarcostx.gov

Written comments or requests to join in a public hearing must be sent to planninginfo@sanmarcostx.gov no later than **12:00 p.m.** on the day of the hearing. Comments shall have a time limit of three minutes each. Any threatening, defamatory or other similar comments prohibited by Chapter 2 of the San Marcos City Code will not be read.

For more information regarding this request, contact the case manager, **Alison Brake,** at **512.393.8232**. When calling, please refer to case number **ZC-20-15.**

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	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

Subject Property Address(es): W. Centerpoint Road and Central Park Loop (Northwest Corner)

Legal Description: **Lot** ALL **Block** ALL **Subdivision** La Cima Phase 2

Total Acreage: 89.694 **Tax ID #: R**143368

Preferred Scenario Designation: _____ **Existing Zoning:** NA

Existing Land Use(s): Agriculture--wildlife exemption

DESCRIPTION OF REQUEST

Proposed Zoning District(s): SF 4.5

Proposed Land Uses / Reason for Change: City requiring annexation upon platting per development agreement

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, 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 W. Centerpoint Road and Central Park Loop (address).

I hereby authorize Doug Goss (agent name) on behalf of Natural Development (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: 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

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: 5/26/2020

Print Name: Doug Goss

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
☐	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	
☐	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…"***

Exhibit "__"

DOUCET & ASSOCIATES

7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

DOUCETengineers.com

Boundary Exhibit
La Cima
Hays County, Texas

D&A Job No. 1722-001
May 15, 2020

DESCRIPTION
For a 89.694 Acre [3,906,616 Square Feet]
Boundary Exhibit

BEING A 89.694 ACRE TRACT [3,906,616 SQUARE FEET] IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE PATRICK MCGREAL SURVEY, ABSTRACT NUMBER 308, AND THE WILLIAM SMITHSON SURVEY, ABSTRACT NUMBER 419, HAYS COUNTY, TEXAS, SAID 89.6936 ACRE TRACT BEING OUT OF A CALLED 94.504 ACRES AND A CALLED 182.269 ACRES DESCRIBED TO LCSM PH 2, LLC, AS RECORDED IN DOCUMENT NUMBER 18022545, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod set with cap stamped "DOUCET" on a south line of said 94.504 acres, same being on the north right-of-way of West Centerpoint Road, described in document number 17036340 of the Plat Records of Hays County, Texas [P.R.H.C.T], for the **POINT OF BEGINNING** of the tract described herein;

THENCE over and across said 182.269 acres and 94.504 acres, the following thirty-seven (37) courses and distances:

1) S71°59'35"W, a distance of 536.37 feet to a calculated point at the beginning of a curve to the left,
2) With the arc of said curve to the left, having an arc length of 572.24 feet, a radius of 1,065.00 feet, a delta angle of 30°47'09", and a chord bearing of S56°36'00"W, for a distance of 565.38 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
3) S41°12'25"W, a distance of 15.35 feet to a 1/2-inch iron rod set with cap stamped "DOUCET" at the beginning of a curve to the right,
4) With the arc of said curve to the right, having an arc length of 30.29 feet, a radius of 20.00 feet, a delta angle of 86°46'56", and a chord bearing of S83°03'03"W, for a distance of 27.48 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
5) N51°05'00"W, a distance of 26.25 feet to a 1/2-inch iron rod set with cap stamped "DOUCET" at the beginning of a curve to the right,
6) With the arc of said curve to the right, having an arc length of 123.51 feet, a radius of 815.00 feet, a delta angle of 08°40'57", and a chord bearing of N44°27'06"W, for a distance of 123.39 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
7) N40°06'37"W, passing at 196.38 feet, a 1/2-inch iron rod set with cap stamped "DOUCET", and continuing for a total distance of 339.13 feet to a calculated point at the beginning of a curve to the left,
8) With the arc of said curve to the left, having an arc length of 665.76 feet, a radius of 685.00 feet, a delta angle of 55°41'13", and a chord bearing of N67°57'20"W, for a distance of 639.87 feet to a calculated point at the beginning of a curve to the right,

(CONTINUED ON NEXT PAGE)

DOUCET
& ASSOCIATES

9) With the arc of said curve to the right, having an arc length of 29.69 feet, a radius of 20.22 feet, a delta angle of 84°09'04", and a chord bearing of N53°26'10"W, for a distance of 27.10 feet to a calculated point,
10) S80°00'46"W, a distance of 64.91 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
11) N10°16'24"W, a distance of 257.65 feet to a 1/2-inch iron rod set with cap stamped "DOUCET" at the beginning of a curve to the left,
12) With the arc of said curve to the left, having an arc length of 110.12 feet, a radius of 270.00 feet, a delta angle of 23°22'04", and a chord bearing of N21°57'26"W, for a distance of 109.36 feet to 1/2-inch iron rod set with cap stamped "DOUCET",
13) N33°38'28"W, passing at 473.78 feet, a 1/2-inch iron rod set with cap stamped "DOUCET", and continuing for a total distance of 662.05 feet to a calculated point at the beginning of a curve to the left,
14) With the arc of said curve to the left, having an arc length of 41.52 feet, a radius of 470.00 feet, a delta angle of 05°03'41", and a chord bearing of N36°10'19"W, for a distance of 41.51 feet to a calculated point,
15) N51°17'50"E, a distance of 60.00 feet to a calculated point,
16) N56°21'32"E, passing at 973.91 feet a 1/2-inch iron rod set with cap stamped "DOUCET", and continuing for a total distance of 1,028.43 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
17) N25°39'04"W, a distance of 145.42 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
18) N64°20'56"E, a distance of 291.09 feet to a 1/2-inch iron rod set with cap stamped "DOUCET" at the beginning of a curve to the right,
19) With the arc of said curve to the right, having an arc length of 86.33 feet, a radius of 173.50 feet, a delta angle of 28°30'33", and a chord bearing of N78°36'13"E, for a distance of 85.44 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
20) N02°51'29"E, a distance of 53.00 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
21) N12°59'10"E, a distance of 199.70 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
22) N64°20'56"E, a distance of 27.11 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
23) S43°46'38"E, a distance of 512.11 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
24) N71°48'34"E, a distance of 532.02 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
25) S16°25'58"E, a distance of 512.32 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
26) S16°15'24"E, a distance of 33.68 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
27) S10°06'10"E, a distance of 81.02 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
28) S00°06'48"W, a distance of 81.02 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
29) S10°19'46"W, a distance of 81.02 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
30) S05°27'59"W, a distance of 75.37 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
31) S04°34'06"E, a distance of 69.44 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
32) S12°37'02"E, a distance of 101.90 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
33) S15°31'59"E, a distance of 101.88 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
34) S04°54'54"E, a distance of 63.30 feet to a 1/2-inch iron rod set with cap stamped "DOUCET",
35) S89°27'32"W, a distance of 22.41 feet to a 1/2-inch iron rod set with cap stamped "DOUCET"
36) S05°16'10"W, a distance of 92.13 feet to a 1/2-inch iron rod set with cap stamped "DOUCET", and

(CONTINUED ON NEXT PAGE)

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

DOUCET
& ASSOCIATES

37) S15°48'49"E, a distance of 761.24 feet to the **POINT OF BEGINNING** of the tract described herein, and containing approximately 89.694 acres [3,906,616 square feet].

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are surface values and may be converted to grid by using the surface adjustment factor of 1.00009768. Units: U.S. Survey Feet.

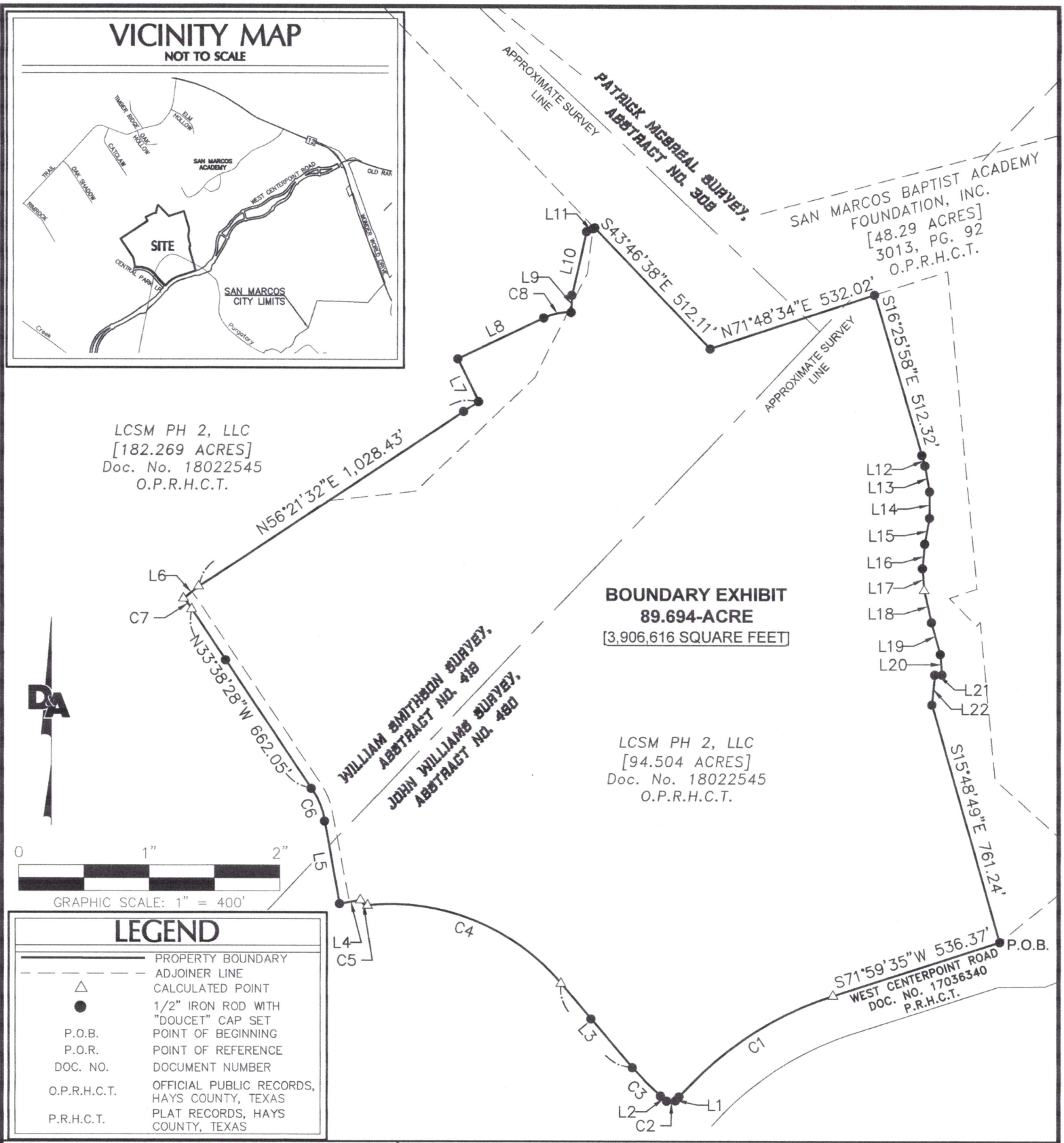
This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

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.

5/15/20

Garrett Cavaiuolo — Date
Registered Professional Land Surveyor
Texas Registration No. 6714
Doucet & Associates
GCavaiuolo@DoucetEngineers.com
TBPELS Firm Registration No. 10105800

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.



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

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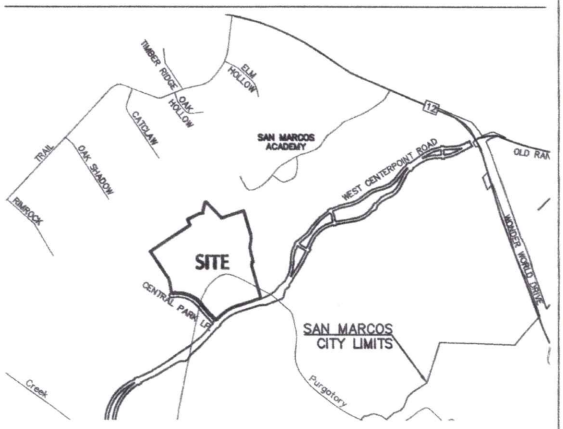
VICINITY MAP

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

GARRETT CAVAIUOLO 5/15/20

GARRETT CAVAIUOLO — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6714
DOUCET & ASSOCIATES
GCAVAIUOLO@DOUCETENGINEERS.COM

X:\Departments\Geospatial\Projects\1722-001 In Cimo\CAD\Dwg\Working\1722001-89.694AC-FullBoundary.xhibit.dwg

89.694 ACRE
(3,906,616 SQUARE FEET)
BOUNDARY EXHIBIT

CITY OF SAN MARCOS,
HAYS COUNTY, TEXAS

D&A DOUCET & ASSOCIATES
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TBPELS Firm No.: 10105800
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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

Legislation Text

File #: Ord. 2020-63, **Version:** 1

AGENDA CAPTION:

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

Meeting date: September 1, 2020

Department: Planning & Development

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]

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 - Direct Growth, Compatible with Surrounding Uses

☐ Neighborhoods & Housing - Choose an item.

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

☒ Transportation - Safe, Well coordinated transportation system implemented in an environmentally sensitive

manner

☐ 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 within City limits and was annexed in 2008. The property is currently vacant and is surrounded almost exclusively by vacant, rural/agricultural land as well as the San Marcos River along the northernmost extent of the subject tract and some existing residential and commercial uses in the Redwood community along the southernmost extent of the subject tract. In addition, FM 110 is proposed to be located directly adjacent to the subject property and right-of-way has already been dedicated in order to provide for the future construction of FM 110.

The purpose of this zoning change to “Light Industrial” is to allow for the development of approximately 38 acres of future light industrial and commercial uses along the future FM 110 corridor.

The applicant is also requesting a rezoning to CD-3, CD-4, and CD-5 for approximately 342 additional acres in the vicinity of the future FM 110 corridor between Staples Road and the San Marcos River. These requests are being considered as separate zoning requests (ZC-20-18, ZC-20-19, and ZC-20-20).

The City of San Marcos will provide wastewater services at the site and as the property is within the Crystal Clear CCN, Crystal Clear Special Utility District will provide water service. 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.

Council Committee, Board/Commission Action:

Planning and Zoning Commission Meeting: August 11th, 2020

Speakers in favor or opposed: David Earl and Tory Hurt spoke in favor of the request.

Recommendation from the Planning and Zoning Commission:

Recommendation for denial 6-3.

According to Section 2.2.4.2 of the San Marcos Development Code, a **super majority vote from City Council** is needed when the Planning and Zoning Commission recommends denial of an application in order for the development application to become effective.

At the meeting, the Planning and Zoning Commission discussed the possibility of recommending an alternative zoning district in place of Light Industrial. Heavy Commercial and Employment Center zoning as alternative recommendations were discussed briefly. The possibility of CD-5 zoning as an alternative recommendation was discussed at length. The Commission primarily discussed whether or not the allowed

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uses in CD-5 and development standards would be appropriate for property fronting FM 110, whether or not limitations on the type of retail and commercial uses allowed and development standards required in CD-5 would result in difficulty in developing or vacancies, and concerns with the environmental impact of some of the allowed uses in Light Industrial (such as waste related services and vehicle repair), in particular due to the property's location adjacent to the 100-year floodplain.

While the possibility of a lesser intense zoning classification was discussed, that would require the submittal of a new application and to start the rezoning process over. That process would take approximately three months to complete. As an alternative, the applicant has offered to file deed restrictions on the portions of the property that would be zoned Light Industrial to restrict certain uses that would normally be allowed within a Light Industrial district. Staff is currently in discussions with the applicant on what these restricted uses would be, but it would likely be ones that some members of the Commission had concerns with, such as those related to vehicle repair, waste-related services, and self-storage. This could eliminate negative impacts or concerns associated with a Light Industrial zoning district classification. The Light Industrial zoning would not become effective until the deed restrictions are filed of record.

Alternatives:

n/a

Recommendation:

The Development Code states that a request for Light Industrial zoning in an Area of Stability - Low Intensity designation is "Not Preferred" and requires additional scrutiny as outlined in the staff report. Although the proposed zoning change to Light Industrial is not preferred in this area and not compatible with surrounding existing uses (rural and agricultural land and the adjacent 100-year floodplain) the subject property's location abutting the proposed FM 110 San Marcos eastern loop may provide justification for support as it meets the intent of an "Employment Corridor" identified on the Preferred Scenario Map. FM 110 is identified as a major transportation network and will be initially funded by a Transportation Reinvestment Zone (TRZ) to capture a portion of the increased value of development occurring along the alignment.

Due to the varying factors regarding current and future land configurations around the subject property, staff is providing a **neutral** recommendation and leaves a decision of approval, denial, or a recommendation of a lesser zoning district to the City Council.

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ZC-20-17 (The Mayan-LI)

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 38.019 acres, more or less, out of the Benjamin & Graves Fulcher Survey, Abstract No. 56 and the William A. Matthews Survey, Abstract No. 305, Hays County Texas, generally located at 2801 Staples Road, from “FD” Future Development District to “LI” Light Industrial District; and including procedural provisions; and consider approval of Ordinance 2020-XX on the first of two readings.

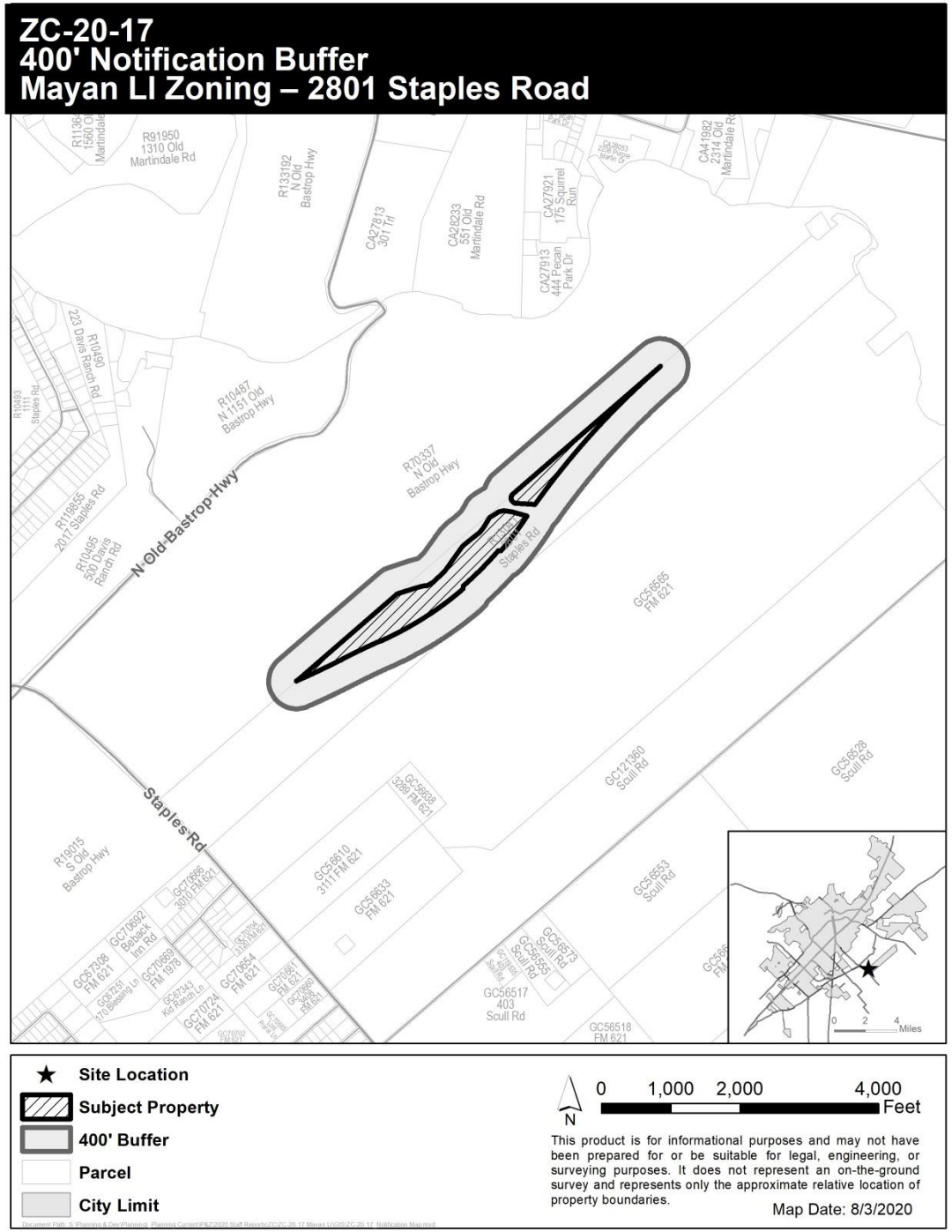
Location:

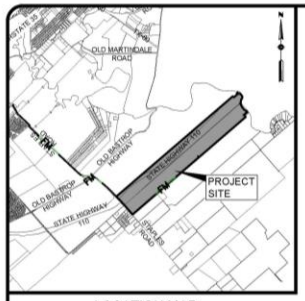
- Approximately 38 acres
  - Part of an ~380 acre development with proposed CD-3, CD-4, and CD-5 zoning

- **Current Configuration:**
  - Vacant / Agricultural land
  - Future FM 110 Road

- Surrounding uses include:
  - Agricultural / Rural

- Located within City Limits



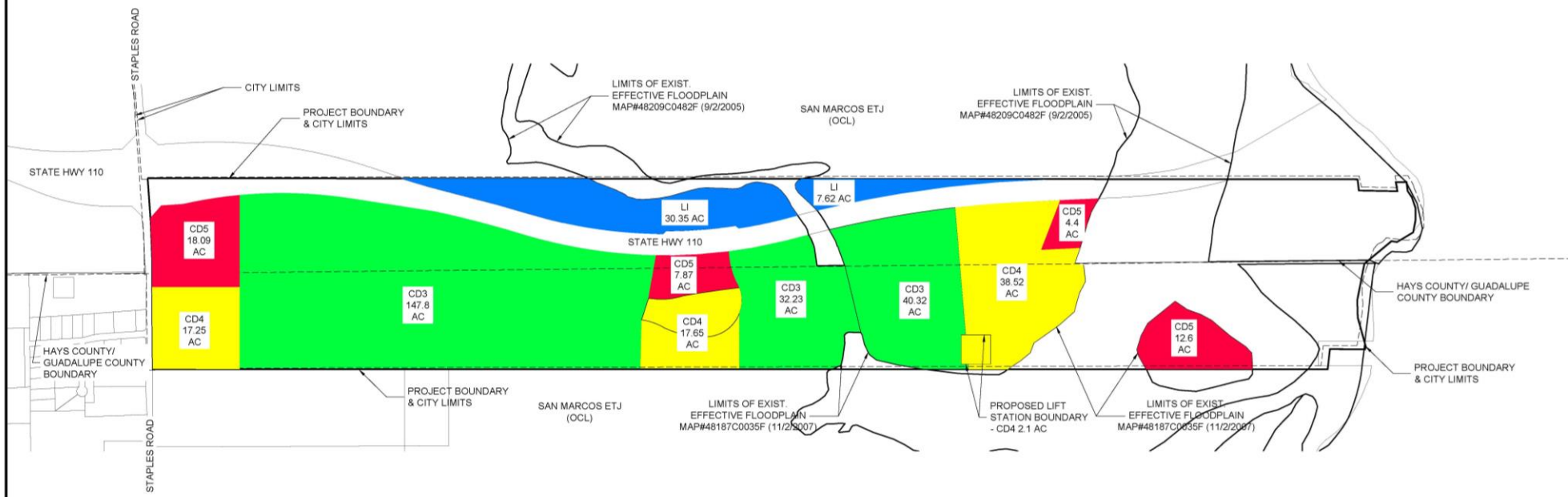


LOCATION MAP
N.T.S.

CURRENT ZONING
FUTURE DEVELOPMENT (FD)

PROPOSED ZONING
- CHARACTER DISTRICT 3 - RESIDENTIAL (CD3)
- CHARACTER DISTRICT 4 - MULTIFAMILY (CD4)
- CHARACTER DISTRICT 5 - COMMERCIAL (CD5)
- LIGHT INDUSTRIAL (LI)

500 250 0 500 1000
SCALE IN FEET
SCALE: 1"=500'



THE MAYAN
ZONING DEDICATION EXHIBIT

NO.	DESCRIPTION	BY	DATE
	REVISIONS		

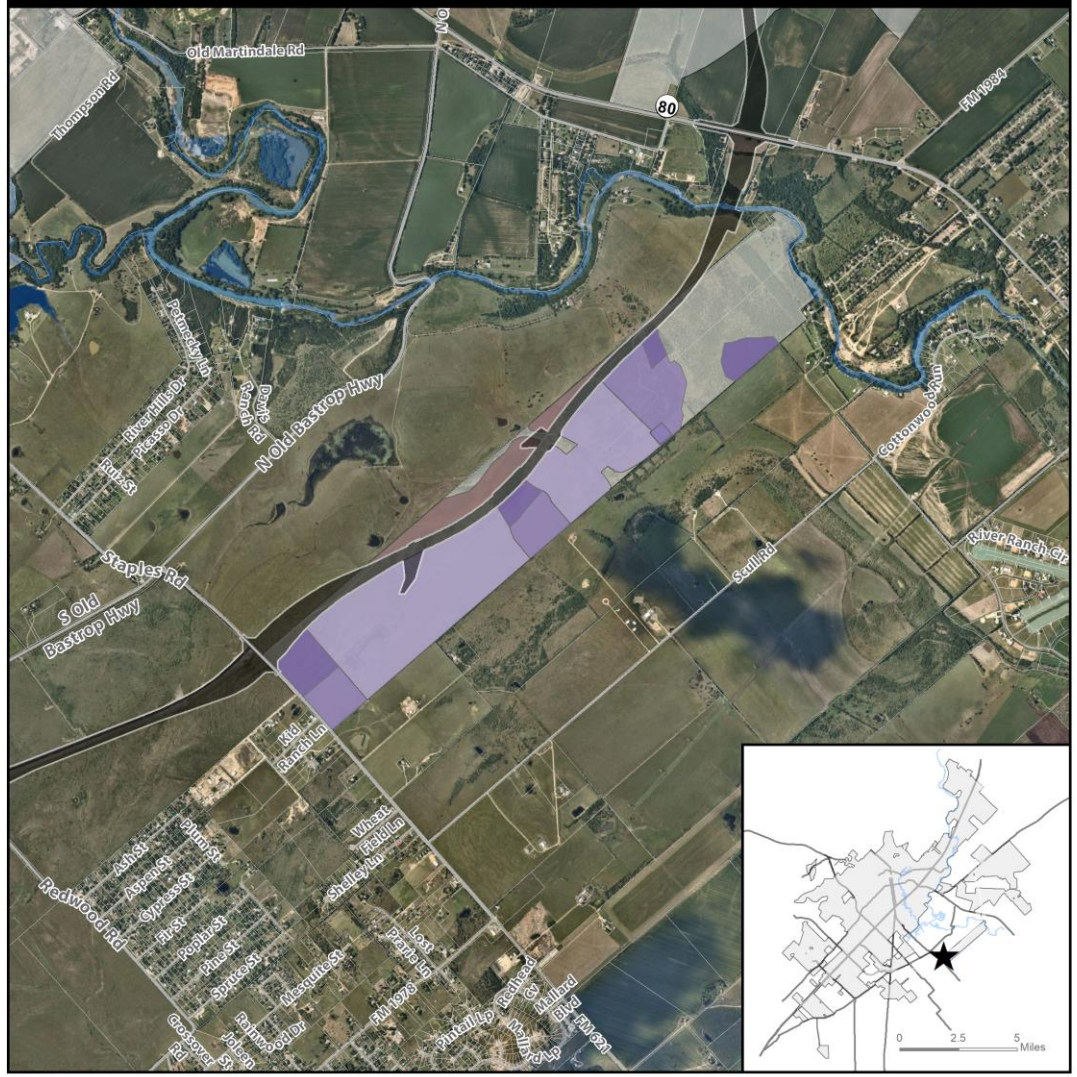
DATE: 04/06/2020
DESIGNED BY: ____
DRAWN BY: NB
CHECKED BY: ____
DRAWING NAME: Zoning Exhibit_Revised.dwg

LJA Engineering, Inc.
1100 NE Loop 410
Suite 850
San Antonio, Texas 78209
Phone 210.503.2700
Fax 210.503.2749
TBPE No. F-1386

JOB NUMBER: 6A193-426

SHEET NO. 1
OF 1 SHEETS

ZC-20-17, ZC-20-18, ZC-20-19, ZC-20-20
The Mayan-Requested Zoning



★ Site Location
Parcel
City Limit
FM 110
River

Requested Zoning
CD-3
CD-4
CD-5
LI

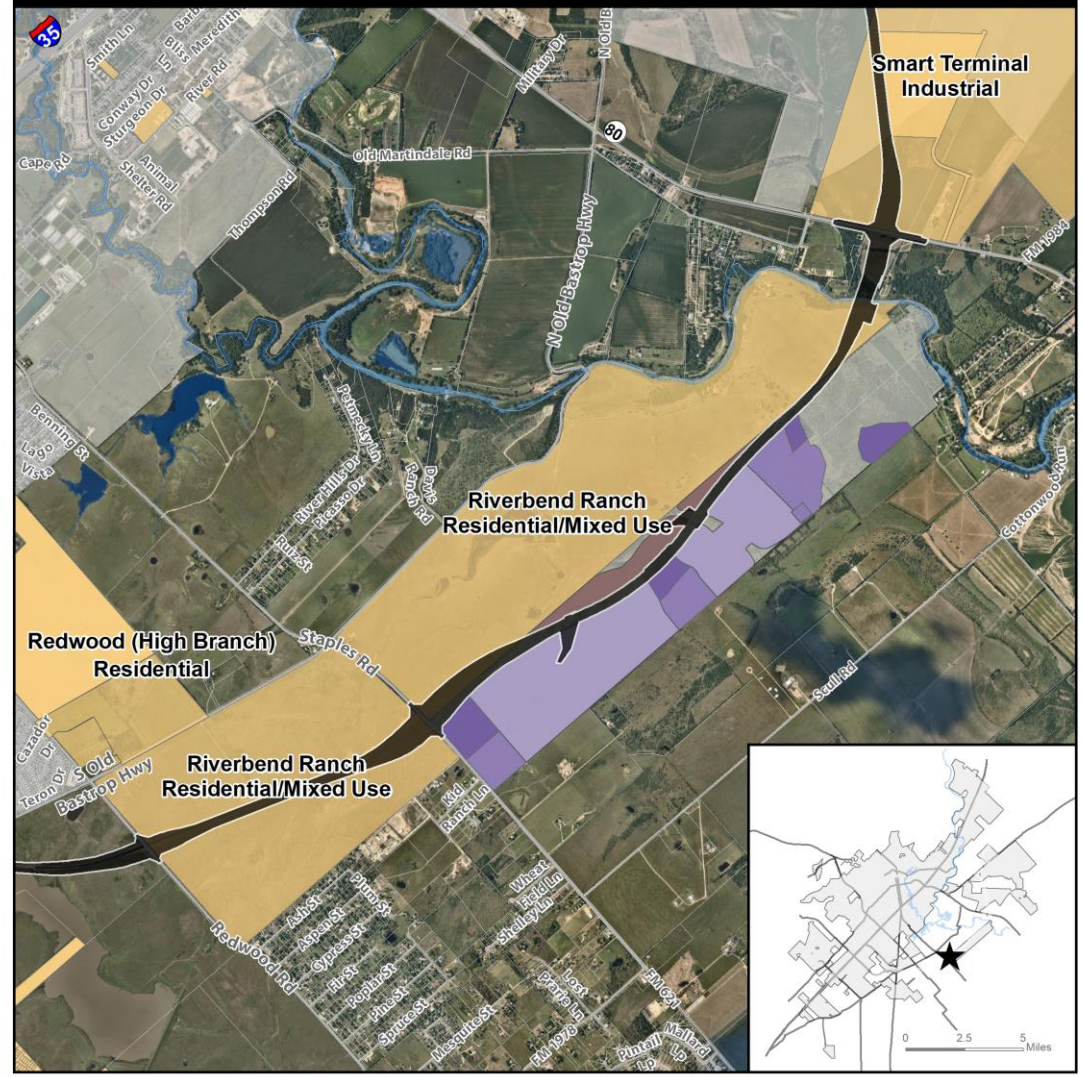
N
0 1,500 3,000 6,000 Feet

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: 8/10/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC-ZC-20-17 Mayan LI\GIS\ZC-20-17_20 Overall Zoning Map.mxd

ZC-20-17, ZC-20-18, ZC-20-19, ZC-20-20
The Mayan-Surrounding Developments



Requested Zoning
CD-3
CD-4
CD-5
LI

Surrounding Developments
Parcel
City Limit
FM 110
River

N
0 1,600 3,200 6,400 Feet

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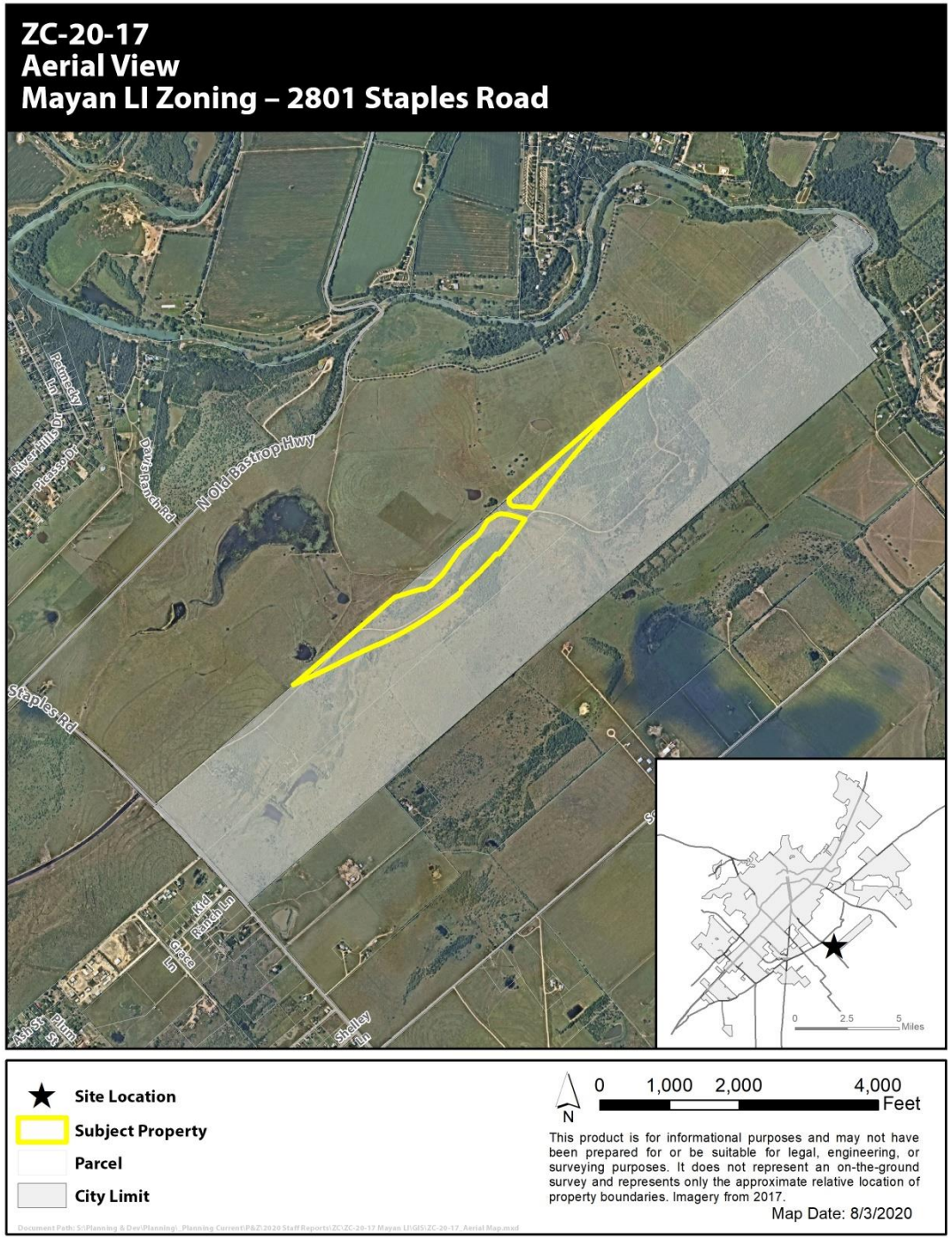
Map Date: 8/10/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC-ZC-20-17 Mayan LI\GIS\The Mayan-Surrounding Development.mxd

Context & History

- **Annexed in 2008**
- **Existing Zoning:** Future Development (FD)
- **Proposed Zoning:** Light Industrial (LI)
- Proposed LI zoning allows for primarily only industrial uses with some commercial uses
  - Light industrial, light manufacturing, car wash, minor vehicle repair, warehouse & distribution, waste related service, wholesale trade, self storage, research and development facility, professional office, urgent care, building material sales, indoor recreation, health club)
- Request is being processed concurrently with CD-3, CD-4, and CD-5 requests



ZC-20-17
Existing Zoning
Mayan LI Zoning – 2801 Staples Road

Site Location
Subject Property
Parcels
City Limit

N 0 1,000 2,000 4,000 Feet

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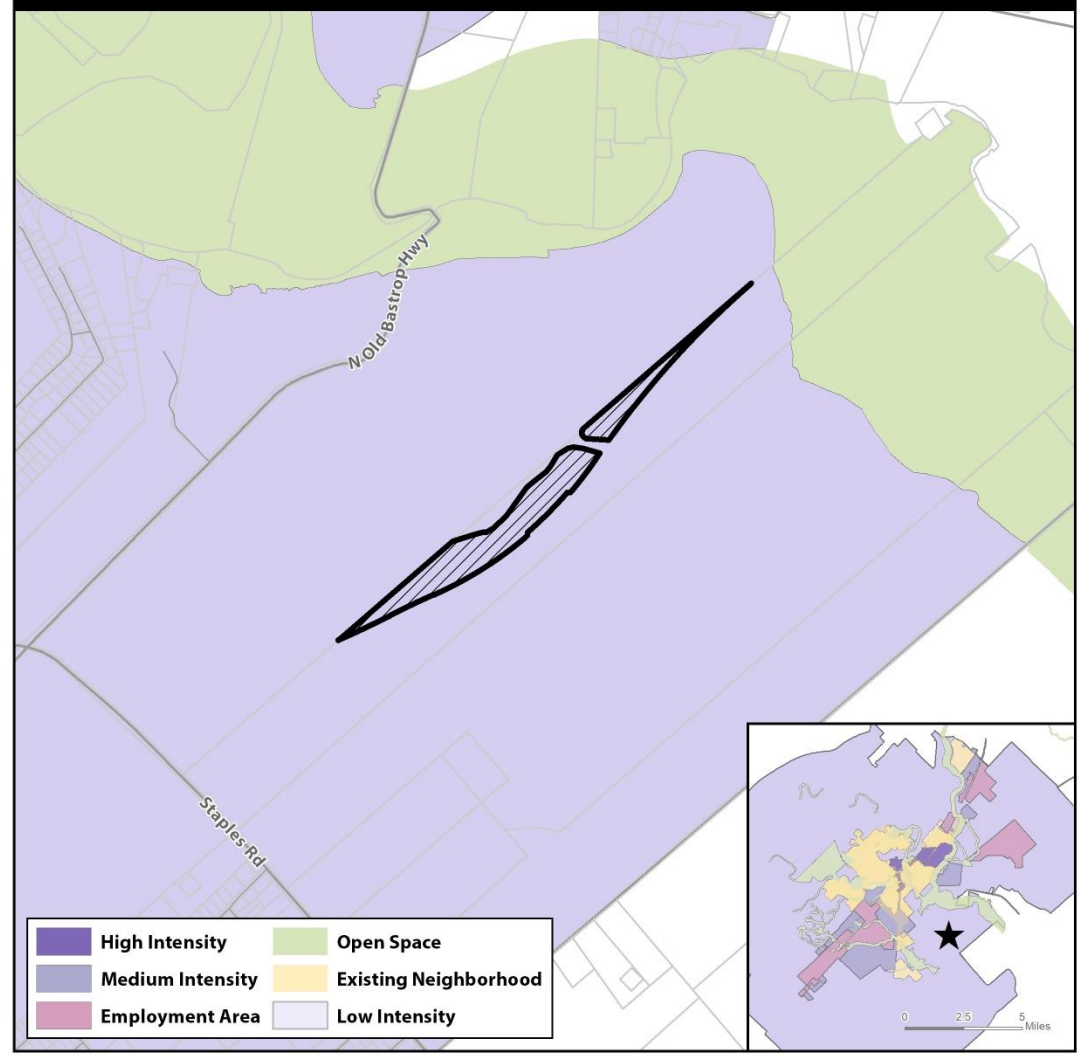
Map Date: 8/3/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-17 Mayan LI\GIS\ZC-20-17_ExistingZoning.mxd

ZC-20-17
Preferred Scenario
Mayan LI Zoning – 2801 Staples Road



Site Location
Subject Property
Parcels
City Limit

N 0 1,000 2,000 4,000 Feet

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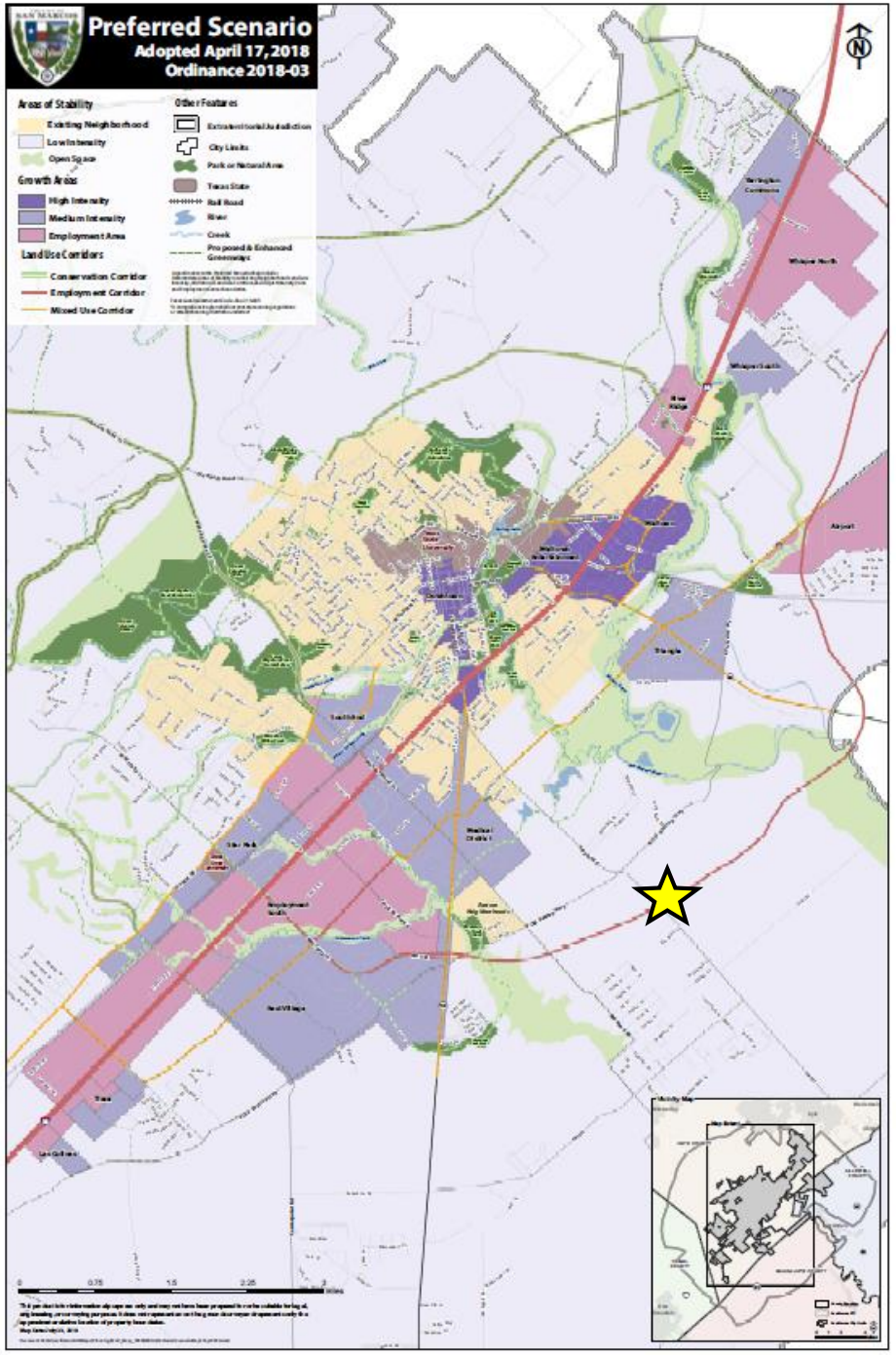
Map Date: 8/3/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-17 Mayan LI\GIS\ZC-20-17_PreferredScenario.mxd

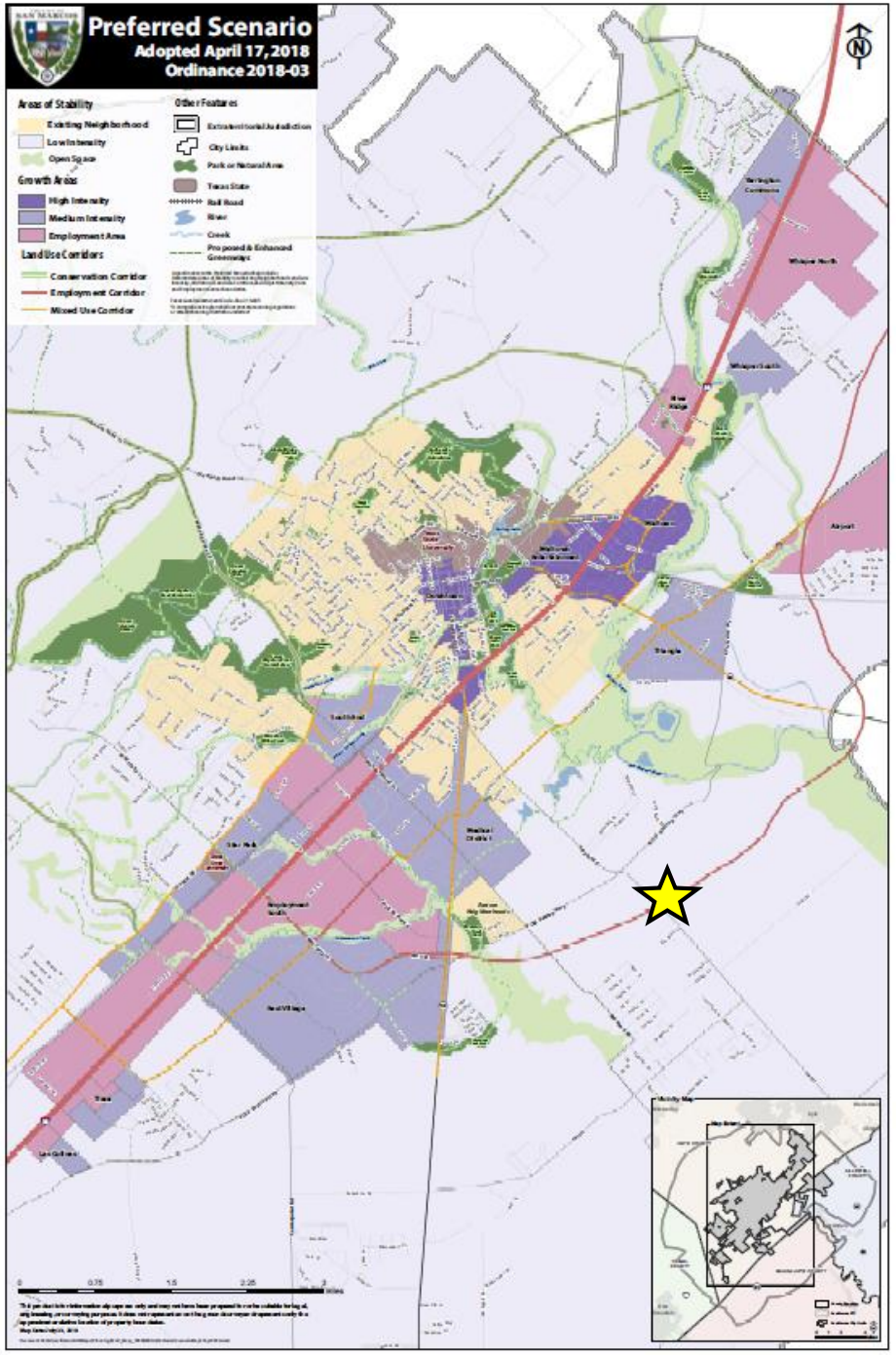


Comprehensive Plan Analysis

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)

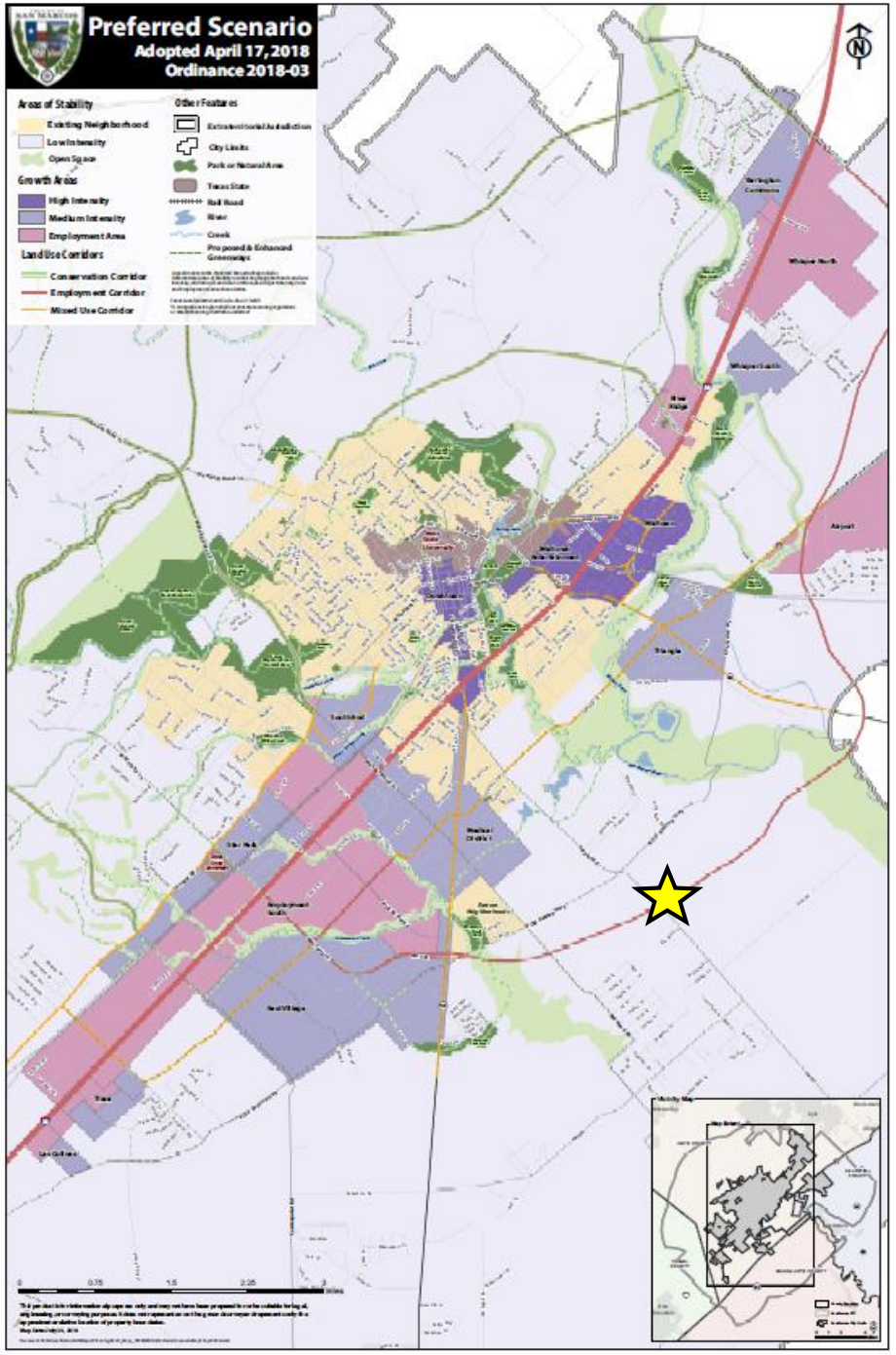


Comprehensive Plan Analysis

Step 1: Where is the property located on the Comprehensive Plan?

Located in an Area of Stability – Low Intensity

"Low Intensity Areas are varied and diverse with respect to environmental sensitivity and development suitability of the land. They are generally made up of larger undeveloped tracts of land where the preservation of sensitive environmental areas, flood hazard areas, and agricultural lands should be considered as part of any development proposal. Development in these areas should be guided by the Land Use Suitability Map and the Comprehensive Plan."
(San Marcos Development Code, pg. 144)



Comprehensive Plan Analysis

Step 1: Where is the property located on the Comprehensive Plan?

Located Along Employment Corridor

"Employment corridors are primarily intended to serve major employment related land uses. Some mixture in uses including limited residential and supportive pedestrian and bicycle facilities should be incorporated."
(Comprehensive Plan, pg. 79)

Comprehensive Plan Analysis

Step 2: Is the request consistent with the Comprehensive Plan / District Translation Table?

Applicant is requesting a "Special District"

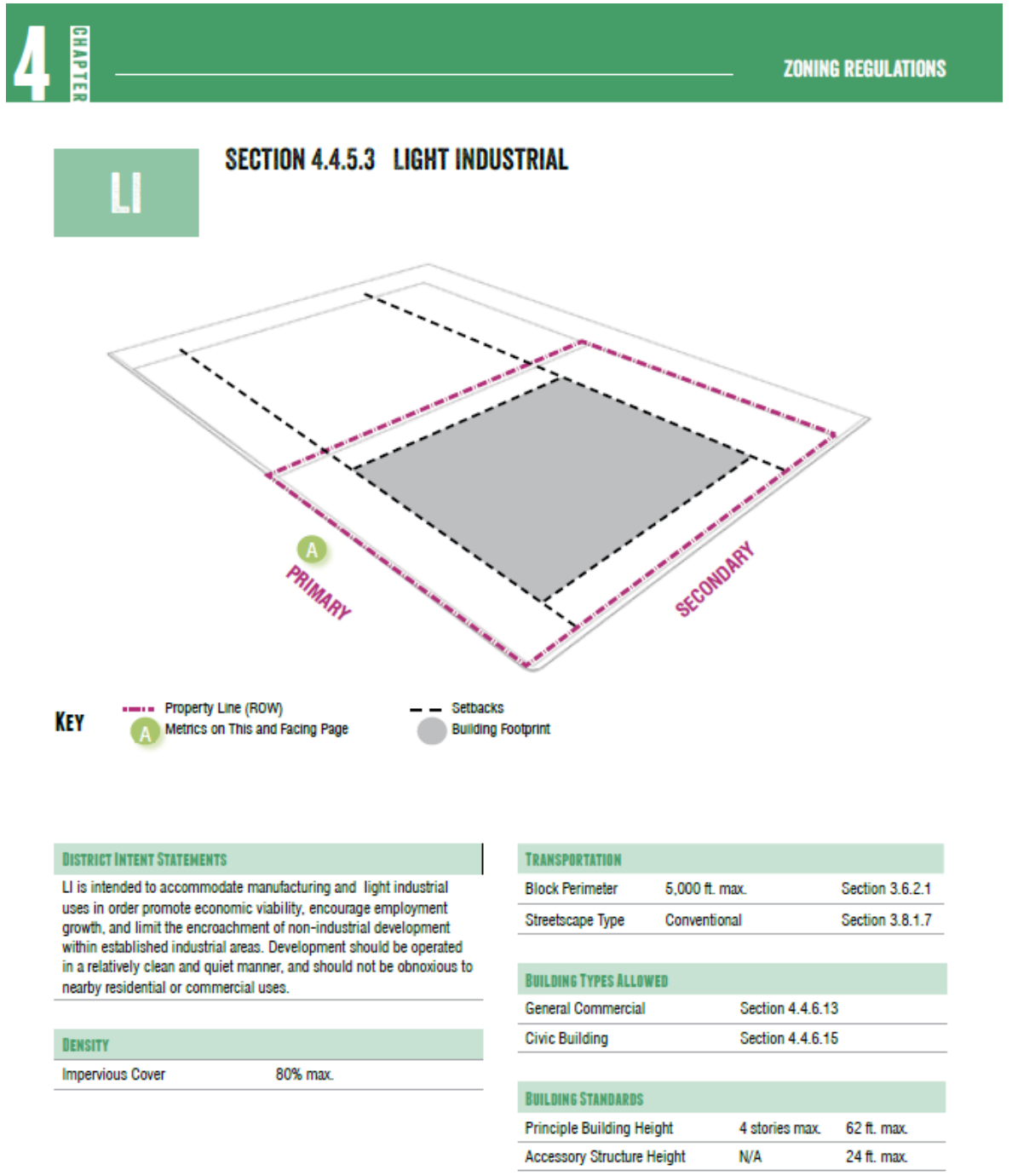
(Light Industrial zoning) within an Area of Stability – Low Intensity.

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	

LI Zoning Analysis:

- LI is intended for light industrial and manufacturing uses to promote economic viability, employment growth, and limit encroachment of these uses into non-industrial development areas.
- **Allowable Building Types:** *General Commercial, Civic*
- **Allowable Uses:** Light industrial, light manufacturing, car wash, minor vehicle repair, warehouse & distribution, waste related service, wholesale trade, self storage, research and development facility, professional office, urgent care, building material sales, indoor recreation, health club
- **Height/Area Standards:** 4 stories, 7,000 sq ft minimum, 70 ft lot width minimum, 20 ft setbacks.
- **Surrounding Area**: Vacant, rural / agricultural land and land already designated as future FM 110 right-of-way.



4 CHAPTER ZONING REGULATIONS

LI

SECTION 4.4.5.3 LIGHT INDUSTRIAL

DISTRICT INTENT STATEMENTS

LI is intended to accommodate manufacturing and light industrial uses in order promote economic viability, encourage employment growth, and limit the encroachment of non-industrial development within established industrial areas. Development should be operated in a relatively clean and quiet manner, and should not be obnoxious to nearby residential or commercial uses.

DENSITY

Impervious Cover	80% max.

TRANSPORTATION

Block Perimeter	5,000 ft. max.	Section 3.6.2.1
Streetscape Type	Conventional	Section 3.8.1.7

BUILDING TYPES ALLOWED

General Commercial	Section 4.4.6.13
Civic Building	Section 4.4.6.15

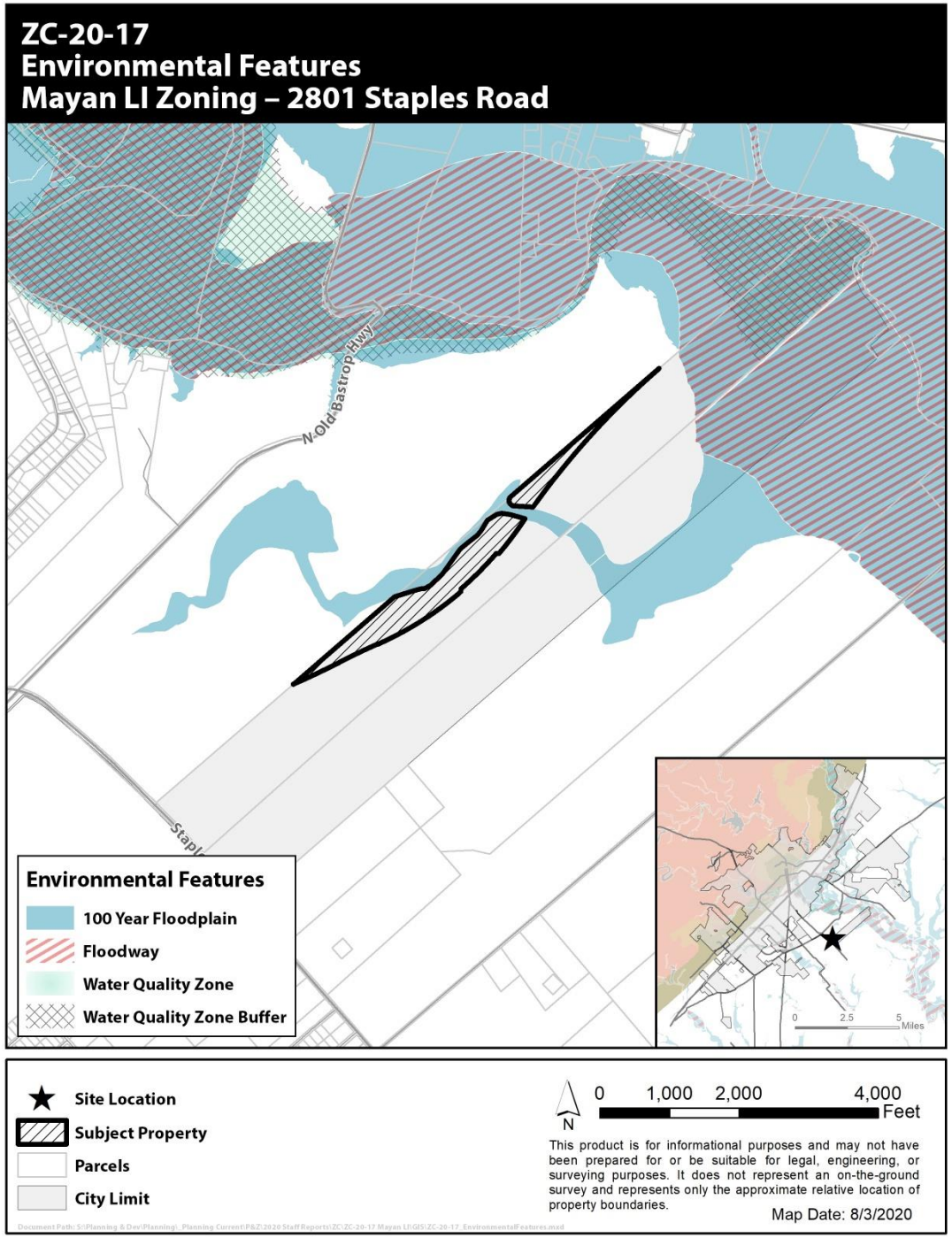
BUILDING STANDARDS

Principle Building Height	4 stories max.	62 ft. max.
Accessory Structure Height	N/A	24 ft. max.

Environmental Analysis

- Located in a moderately constrained area on the Land Use Suitability map
- Not located in floodplain but located directly adjacent to
- 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)

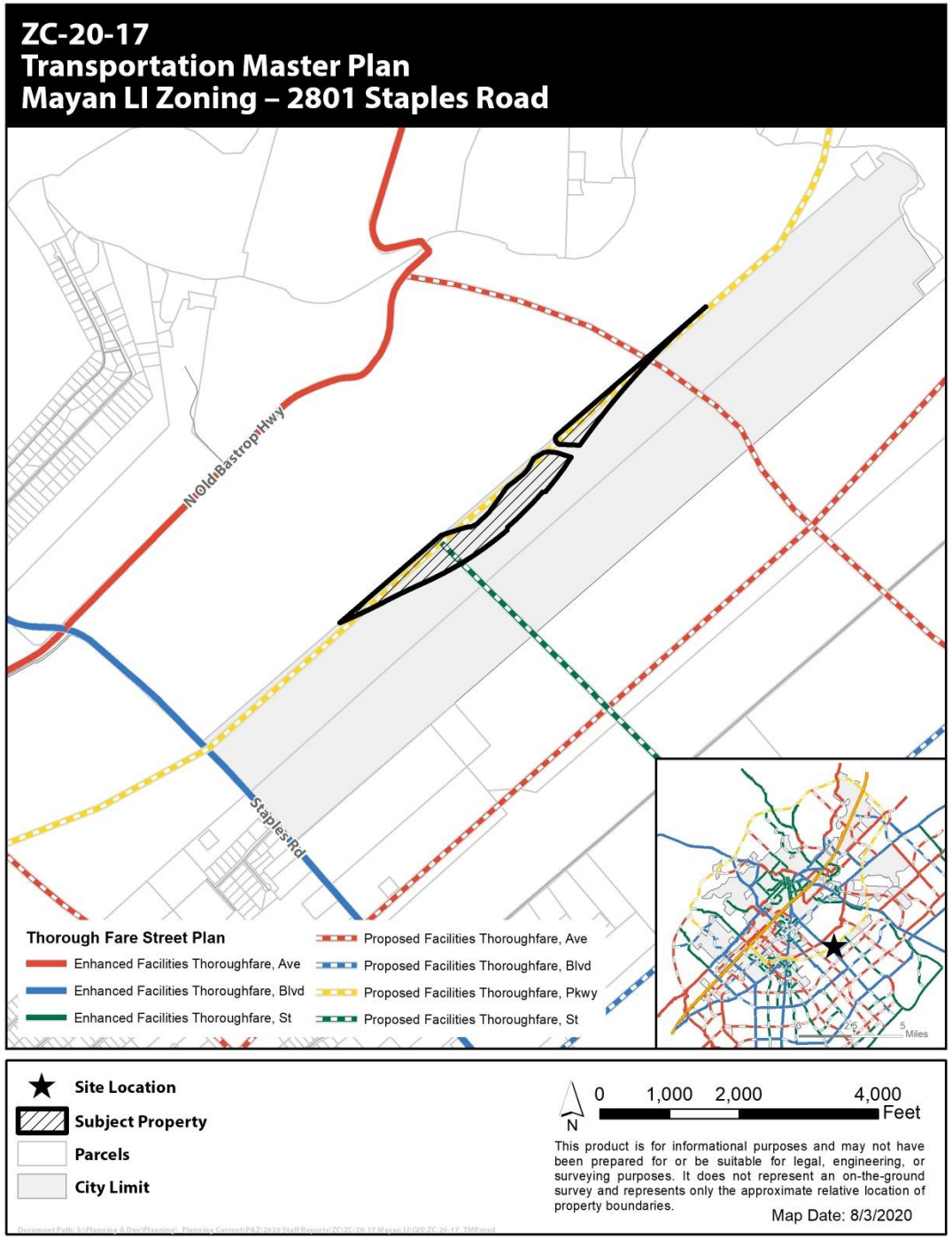


Additional Requirements

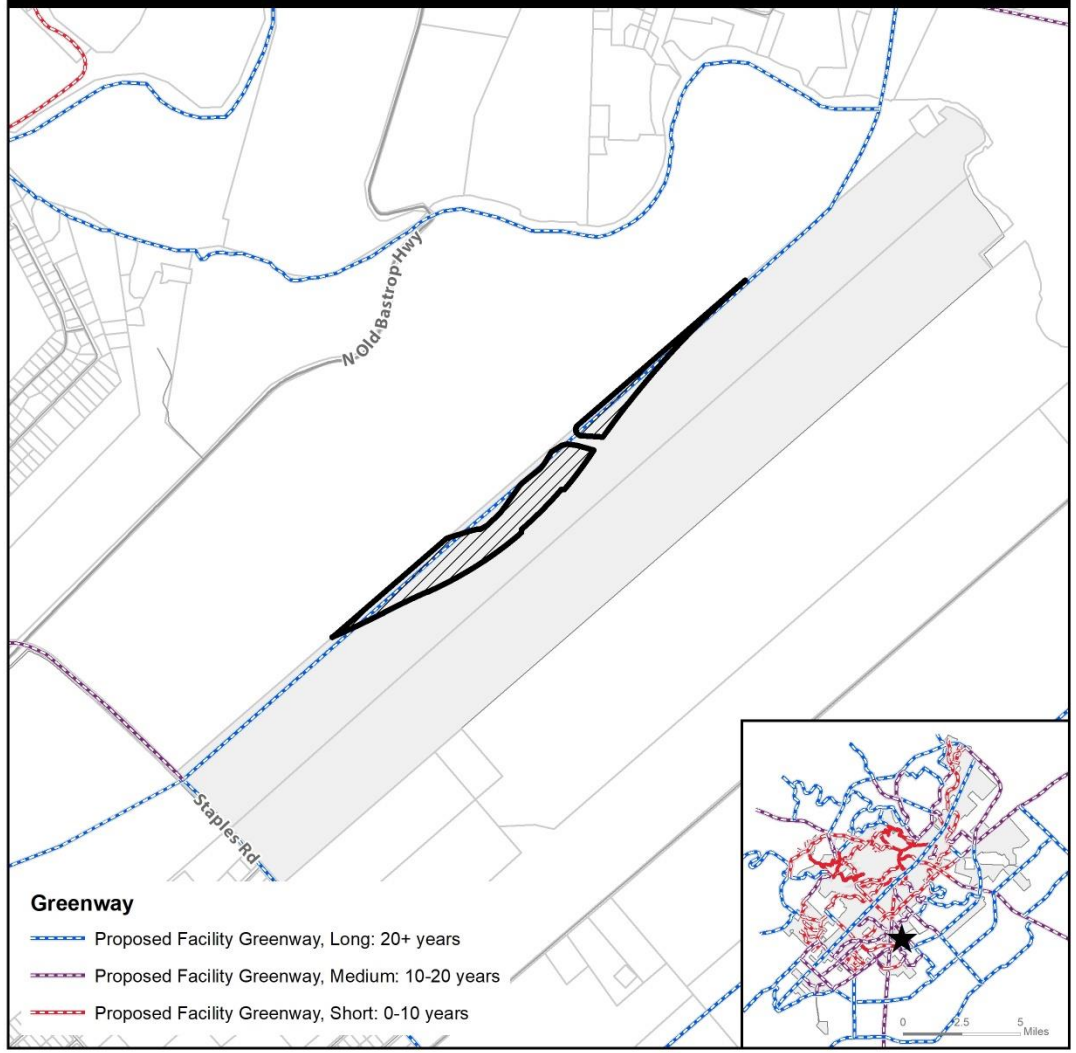
- **Street Requirements**
  - Transportation Master Plan
  - Block perimeter requirements (5,000 feet)
  - Bike facility requirements
  - Greenway requirement
  - Sidewalk connections
  - Traffic Impact Analysis (TIA)

- **Subdivision Requirements**
  - Subdivision plat in accordance with lot and block standards

- **Utility Requirements**
  - Extension of water and wastewater facilities in accordance with City standards



ZC-20-17
Transportation Master Plan-Greenway Facilities
Mayan LI Zoning – 2801 Staples Road



Site Location
Subject Property
Parcels
City Limit

N
0 1,000 2,000 4,000 Feet

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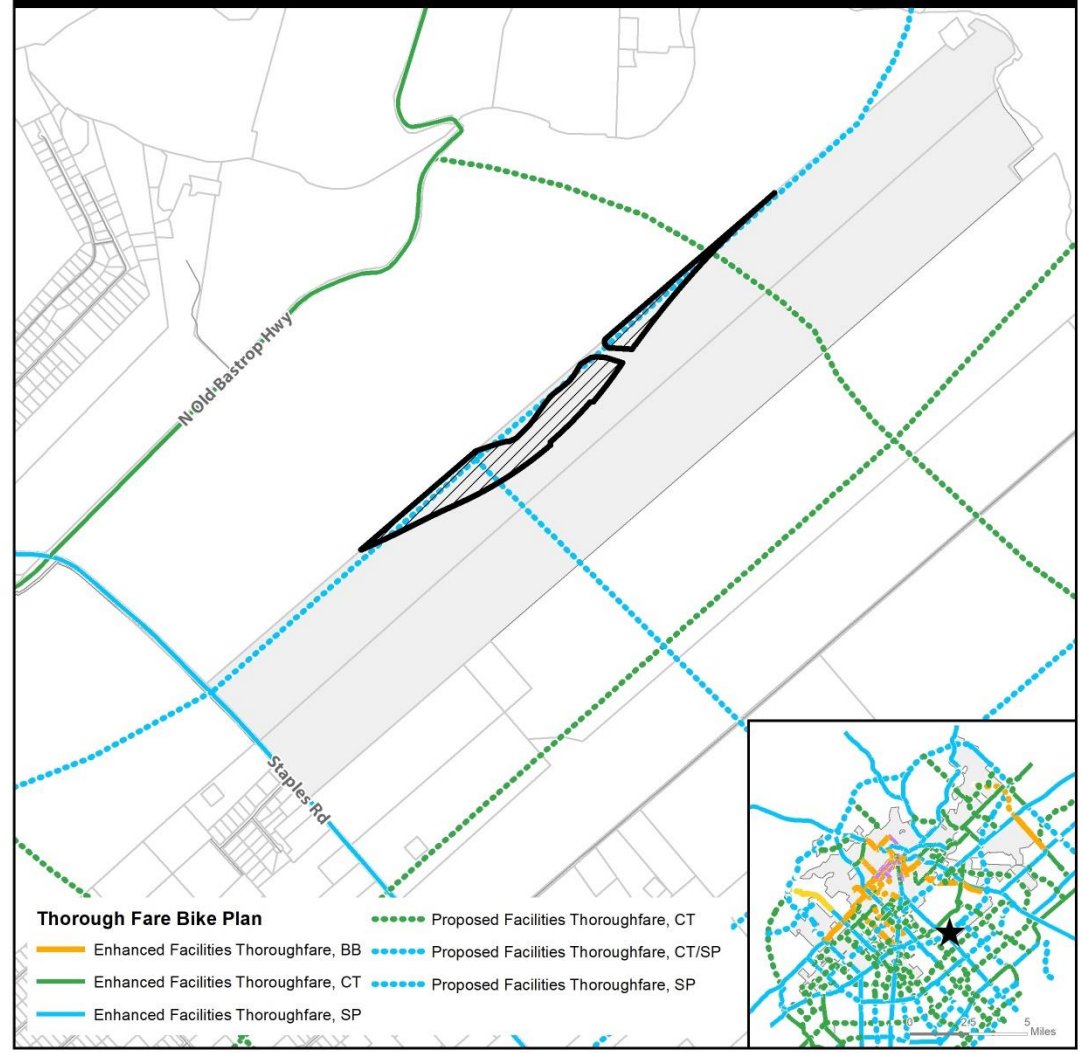
Map Date: 8/3/2020

ZC-20-17
Transportation Master Plan-Bicycle Facilities
Mayan LI Zoning – 2801 Staples Road



Site Location
Subject Property
Parcels
City Limit

N
0 1,000 2,000 4,000 Feet

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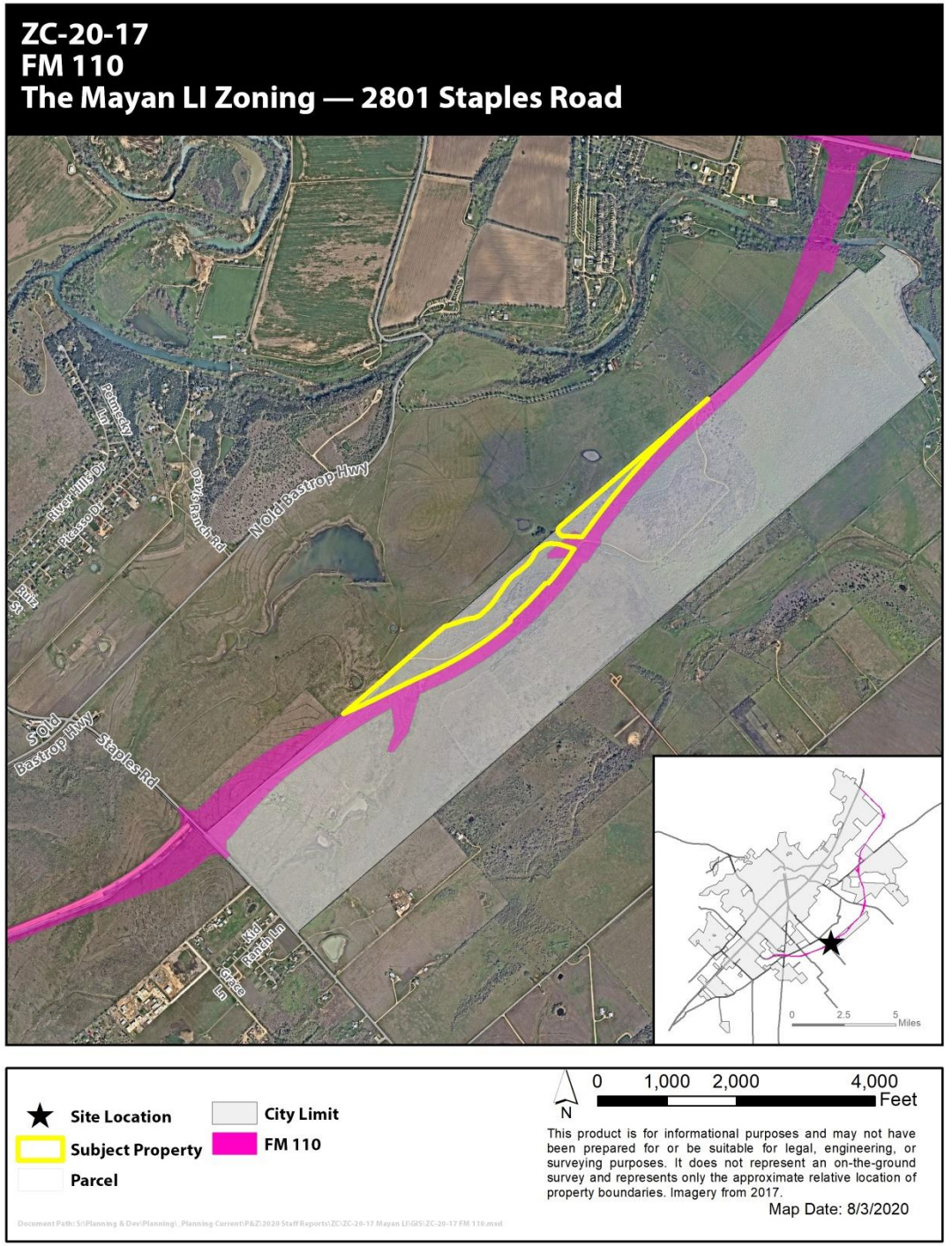
Map Date: 8/3/2020

Additional Analysis

- **Compatibility:** LI zoning is not compatible with the existing surrounding sues such as rural and agricultural. However, the future FM 110 adjacent to the property will most likely attract a diverse array of uses.
- **Preferred Scenario:** Light Industrial is designated as “NP” Not Preferred within an “Area of Stability – Low Intensity” designation on the Preferred Scenario Map. However, FM 110 is a designated Employment Corridor in the Comprehensive Plan. Employment corridors are intended to serve major employment land uses.
- **Land Use Suitability** – The subject property is in a moderately constrained area as per the Land Use Suitability map. While it is not located within the floodplain the subject property is located directly adjacent to the floodplain.



Commission Recommendation:

At the August 11, 2020 meeting, the Planning and Zoning Commission recommended **denial** of the zoning request with a 6-3 vote.

**A motion to approve ZC-20-17 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.

Topic	*Existing Zoning:* **Future Development (FD)**	*Proposed Zoning:* **Light Industrial (LI)**
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.	Light Industrial is intended to accommodate manufacturing and light industrial uses in order to promote economic viability, encourage employment growth, and limit the encroachment of non-industrial development within established industrial areas. Development should be operated in a relatively clean and quiet manner, and should not be obnoxious to nearby residential or commercial uses.
Uses	Residential / Agricultural *(See Land Use Matrix)*	Primarily Industrial with some commercial and public/institutional *(See Land Use Matrix)*
Parking Location	No location standards	No location standards
Parking Standards	Dependent upon use	Depends on use. For example, warehouse and distribution uses require 1 space for each 2,000 square feet of gross floor area excluding office space, which shall be calculated separately depending on office use.
Max Residential Units per acre	0.4 units per acre (max)	Residential uses are not allowed
Occupancy Restrictions	N/A	N/A
Landscaping	Tree and shrub requirements	Tree and shrub requirements
Building Height (max)	2 stories	4 stories (62 feet)
Setbacks	50' minimum front, 20' side, and 20% of total lot depth measured at point of greatest depth in rear	20' minimum front, side, and rear
Impervious Cover (max)	30%	80%
Lot Sizes	Minimum 2 acres lot area, Minimum 200 ft lot width	Minimum 7,000 sq ft lot area, Minimum 70 ft 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.	Conventional Street: 6' sidewalk, street trees every 40' on center average, 7' planting area between sidewalk and street required.
Blocks	No Block Perimeter Required	5,000 ft. Block Perimeter max

ORDINANCE NO. 2020-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY IN CASE NO. ZC-20-17 BY REZONING APPROXIMATELY 38.019 ACRES OF LAND LOCATED AT 2801 STAPLES ROAD, FROM "FD" FUTURE DEVELOPMENT DISTRICT TO "LI" LIGHT INDUSTRIAL DISTRICT; INCLUDING PROCEDURAL PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

1. On August 11, 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 "LI" Light Industrial District for approximately 38.019 acres of land located 2801 Staples 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 September 1, 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 approximately 38.019-acre tract of land described by metes and bounds in Exhibit A, attached hereto and made a part hereof for all purposes, from "FD" Future Development District to "LI" Light Industrial 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 September 1, 2020.

PASSED, APPROVED AND ADOPTED on second reading on September 15, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

Approved:

Michael J. Cosentino
City Attorney

EXHIBIT A

LI-PART 1 - 30.380 ACRES (1,323,504 SQUARE FEET)

BEING A 30.380 ACRE TRACT OF LAND OUT OF THE BENJAMIN & GRAVES FULCHER SURVEY NO. 19, ABSTRACT NO. 813, THE WILLIAM BURNETT JR. SURVEY, ABSTRACT NO. 56, THE WILLIAM A. MATTHEWS SURVEY, ABSTRACT NO. 305, SITUATED IN HAYS COUNTY, TEXAS, AND BEING OUT OF A CALLED 563.797 ACRE TRACT OF LAND CONVEYED IN DEED TO MAYAN AT SAN MARCOS RIVER, LLC, A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN VOLUME 4892, PAGE 329, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.); SAID 30.380 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A 1/2 INCH IRON ROD FOUND WHICHNBEARS SOUTH 49 DEGREES 10 MINUTES 24 SECONDS WEST OF THE NORTHEAST RIGHT-OF-WAY LINE OF STAPLES ROAD (80-FOOT RIGHT-OF-WAY), THE WEST CORNER OF SAID 563.797 ACRE TRACT, SAME BEING THE WEST CORNER OF A CALLED 53.897 ACRE TRACT CONVEYED IN DEED TO HAYS COUNTY, RECORDED IN DOCUMENT NO. 2016-16001654, O.P.R.H.C.TX., SAME BEING THE SOUTH CORNER OF A CALLED 532.212 ACRE TRACT DESCRIBED AS TRACT 1, CONVEYED IN DEED TO B & B FAMILY PARTNERSHIP, LTD., RECORDED IN DOCUMENT NO. 9915746, O.P.R.H.C.TX., WITH GRID COORDINATES OF N: 13853757.83, E: 2314950.70;

THENCE NORTH 49 DEGREES 10 MINUTES 24 SECONDS EAST, WITH THE NORTHWEST LINE OF SAID 563.797, SAME BEING THE NORTHWEST LINE OF SAID 53.897 ACRE TRACT, A DISTANCE OF 2600.79 FEET TO POINT, FOR THE **POINT OF BEGINNING**, WITH GRID COORDINATES OF N: 13855458.03, E: 2316918.54;

THENCE NORTH 49 DEGREES 10 MINUTES 24 SECONDS EAST, WITH THE NORTHWEST LINE OF SAID 563.797 ACRE TRACT, A DISTANCE OF 1925.25 FEET TO A POINT;

THENCE OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES:

1) NORTH 72 DEGREES 05 MINUTES 03 SECONDS EAST, A DISTANCE OF 299.59 FEET TO A POINT,
2) NORTH 74 DEGREES 46 MINUTES 40 SECONDS EAST, A DISTANCE OF 108.12 FEET TO A POINT,
3) NORTH 89 DEGREES 52 MINUTES 45 SECONDS EAST, A DISTANCE OF 39.44 FEET TO A POINT,
4) NORTH 64 DEGREES 09 MINUTES 35 SECONDS EAST, A DISTANCE OF 90.85 FEET TO A POINT,
5) NORTH 46 DEGREES 49 MINUTES 14 SECONDS EAST, A DISTANCE OF 235.44 FEET TO A POINT,
6) NORTH 35 DEGREES 19 MINUTES 08 SECONDS EAST, A DISTANCE OF 331.75 FEET TO A POINT,
7) NORTH 36 DEGREES 08 MINUTES 22 SECONDS EAST, A DISTANCE OF 90.92 FEET TO A POINT,
8) NORTH 43 DEGREES 29 MINUTES 42 SECONDS EAST, A DISTANCE OF 73.77 FEET TO A POINT,

9) NORTH 52 DEGREES 00 MINUTES 06 SECONDS EAST, A DISTANCE OF 114.50 FEET TO A POINT,
10) NORTH 51 DEGREES 18 MINUTES 05 SECONDS EAST, A DISTANCE OF 158.56 FEET TO A POINT,
11) NORTH 38 DEGREES 41 MINUTES 51 SECONDS EAST, A DISTANCE OF 94.30 FEET TO A POINT,
12) NORTH 29 DEGREES 54 MINUTES 36 SECONDS EAST, A DISTANCE OF 162.95 FEET TO A POINT,
13) NORTH 58 DEGREES 37 MINUTES 53 SECONDS EAST, A DISTANCE OF 158.19 FEET TO A POINT,
14) NORTH 78 DEGREES 28 MINUTES 41 SECONDS EAST, A DISTANCE OF 71.84 FEET TO A POINT,
15) SOUTH 83 DEGREES 25 MINUTES 51 SECONDS EAST, A DISTANCE OF 119.32 FEET TO A POINT, AND
16) SOUTH 73 DEGREES 02 MINUTES 48 SECONDS EAST, A DISTANCE OF 223.87 FEET TO A POINT ON THE NORTHWEST LINE OF SAID 53.897 ACRE TRACT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH THE NORTHWEST LINE OF SAID 53.897 ACRE TRACT THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 76.17 FEET, A RADIUS OF 11210.00 FEET, A DELTA ANGLE OF 00 DEGREES 23 MINUTES 22 SECONDS, AND CHORD THAT BEARS SOUTH 34 DEGREES 07 MINUTES 24 SECONDS WEST, A DISTANCE 76.17 FEET TO A POINT OF CURVE TO THE RIGHT,
2) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 542.45 FEET, A RADIUS OF 4860.00 FEET, A DELTA ANGLE OF 06 DEGREES 21 MINUTES 42 SECONDS, AND CHORD THAT BEARS SOUTH 37 DEGREES 06 MINUTES 24 SECONDS WEST, A DISTANCE 542.17 FEET TO A TXDOT MONUMENT WITH BRASS DISK,
3) SOUTH 85 DEGREES 17 MINUTES 04 SECONDS WEST, A DISTANCE OF 42.56 FEET TO A POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT,
4) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 717.41 FEET, A RADIUS OF 4860.00 FEET, A DELTA ANGLE OF 08 DEGREES 27 MINUTES 28 SECONDS, AND CHORD THAT BEARS SOUTH 44 DEGREES 52 MINUTES 05 SECONDS WEST, A DISTANCE 716.76 FEET TO A POINT CONTINUING ALONG A CURVE TO THE RIGHT,
5) SOUTH 04 DEGREES 27 MINUTES 07 SECONDS WEST, A DISTANCE OF 42.56 FEET TO A POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT,
6) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 1413.73 FEET, A RADIUS OF 4890.00 FEET, A DELTA ANGLE OF 16 DEGREES 33 MINUTES 52 SECONDS, AND CHORD THAT BEARS SOUTH 57 DEGREES 44 MINUTES 03 SECONDS WEST, A DISTANCE 1408.81 FEET TO A POINT CONTINUING ALONG A CURVE TO THE LEFT,

7) WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 628.56 FEET, A RADIUS OF 11210.00 FEET, A DELTA ANGLE OF 03 DEGREES 12 MINUTES 46 SECONDS, AND CHORD THAT BEARS SOUTH 64 DEGREES 24 MINUTES 36 SECONDS WEST, A DISTANCE 628.48 FEET TO A POINT CONTINUING ALONG A CURVE TO THE RIGHT, AND
8) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 717.47 FEET, A RADIUS OF 11052.00 FEET, A DELTA ANGLE OF 03 DEGREES 43 MINUTES 30 SECONDS, AND CHORD THAT BEARS SOUTH 64 DEGREES 39 MINUTES 55 SECONDS WEST, A DISTANCE 717.34 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 30.380 ACRES OF LAND, MORE OR LESS.

LI-PART 2 - 7.639 ACRES (332,768 SQUARE FEET)

BEING A 7.639 ACRE TRACT OF LAND OUT OF THE WILLIAM A. MATTHEWS SURVEY, ABSTRACT NO. 305, SITUATED IN HAYS COUNTY, TEXAS, AND BEING OUT OF A CALLED 563.797 ACRE TRACT OF LAND CONVEYED IN DEED TO MAYAN AT SAN MARCOS RIVER, LLC, A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN VOLUME 4892, PAGE 329, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.); SAID 7.639 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A TXDOT MONUMENT WITH BRASS DISK FOUND ON THE NORTHWEST LINE OF SAID 563.797 ACRE TRACT, SAME BEING THE SOUTHEAST LINE OF A CALLED 532.212 ACRE TRACT DESCRIBED AS TRACT 1, CONVEYED IN DEED TO B & B FAMILY PARTNERSHIP, LTD., RECORDED IN DOCUMENT NO. 9915746, O.P.R.H.C.TX., FOR THE NORTHEAST CORNER OF A CALLED 53.897 ACRE TRACT CONVEYED IN DEED TO HAYS COUNTY, RECORDED IN DOCUMENT NO. 2016-16001654, O.P.R.H.C.TX., WITH GRID COORDINATES OF N: 13861029.40, E 2323366.95, THENCE SOUTH 49 DEGREES 10 MINUTES 24 SECONDS WEST, WITH THE NORTHWEST LINE OF SAID 563.797, SAME BEING THE SOUTHEAST LINE OF SAID 532.212 ACRE TRACT, A DISTANCE OF 1575.00 FEET TO POINT, FOR THE **POINT OF BEGINNING**, WITH GRID COORDINATES OF N: 13860000.00, E: 2322175.51, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH THE NORTHWEST LINE OF SAID 53.897 ACRE TRACT, BEING SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 2698.57 FEET, A RADIUS OF 11210.00 FEET, A DELTA ANGLE OF 13 DEGREES 47 MINUTES 34 SECONDS, AND CHORD THAT BEARS SOUTH 42 DEGREES 16 MINUTES 49 SECONDS WEST, A DISTANCE 2692.06 FEET TO A POINT,

THENCE DEPARTING THE NORTHWEST LINE OF SAID 53.897 ACRE TRACT, OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) NORTH 86 DEGREES 54 MINUTES 48 SECONDS WEST, A DISTANCE 263.84 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT, AND

2) BEING SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 178.01 FEET, A RADIUS OF 79.18 FEET, A DELTA ANGLE OF 128 DEGREES 49 MINUTES 06 SECONDS, AND CHORD THAT BEARS NORTH 29 DEGREES 37 MINUTES 51 SECONDS WEST, A DISTANCE 142.82 FEET TO A POINT ON THE NORTHWEST LINE OF SAID 563.797 ACRE TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS SOUTH 49 DEGREES 10 MINUTES 24 SECONDS WEST A DISTANCE OF 6715.18 FEET;

THENCE NORTH 49 DEGREES 10 MINUTES 24 SECONDS EAST, A DISTANCE 2834.94 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 7.639 ACRES OF LAND, MORE OR LESS.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, South Central Zone, NAD83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.0000741. Units: U.S. Survey Feet.

I hereby certify that this legal description and the accompanying plat of even date represents the facts found during the course of an actual survey made on the ground under my supervision.

06/30/2020

Gordon Anderson, RPLS No. 6617
LJA Surveying, Inc.
5316 Highway 290 West, Suite 460
Austin, Texas 78735
Texas Firm No. 10194533

LEGEND:
PROPERTY BOUNDARY
APPROXIMATE SURVEY LINE
ROAD EASEMENT
FLY-TIE
CHARACTER DISTRICT 3 – RESIDENTIAL (CD3)
CHARACTER DISTRICT 4 – MULTIFAMILY (CD4)
CHARACTER DISTRICT 5 – COMMERCIAL (CD5)
LIGHT INDUSTRIAL (LI)
O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
O.R.G.C.TX. OFFICIAL RECORDS OF GUADALUPE COUNTY, TEXAS
O.P.R.G.C.TX. OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
FOUND 1/2" IRON ROD (AS NOTED)
FOUND TXDOT RIGHT-OF-WAY MONUMENT WITH BRASS DISK IN CONCRETE
FOUND FENCE CORNER POST
0 200 400 800
WILLIAM BURNETT JR SURVEY ABSTRACT NO. 56
D & S FAMILY PARTNERSHIP, LTD. TRACT 1 CALLED 529.219 ACRES DOCUMENT NO. 9618748 O.P.R.H.C.TX.
HAYS COUNTY CALLED 13.997 ACRES F.M. 110 PUBLIC RIGHT-OF-WAY (UNIMPROVED) DOCUMENT NO. 18016-18001624 O.P.R.H.C.TX.
WILLIAM A MATTHEWS SURVEY ABSTRACT NO. 305
PROJECT BOUNDARY AND CITY LIMITS
LI - PART 1
LI - PART 2
F.M. 110 (VARIABLE WIDTH RIGHT-OF-WAY)
CD5 - PART 1
CD5 - PART 2
CD5 - PART 3
CD5 - PART 4
CD3 - PART 1
CD3 - PART 2
CD4 - PART 1
CD4 - PART 2
CD4 - PART 3
BENJAMIN & GRAVES FULCHER SURVEY ABSTRACT NO. 513
MAYAN AT SAN MARCOS RIVER LLC, A TEXAS LIMITED LIABILITY COMPANY CALLED 563.787 ACRES VOLUME 4892, PAGE 329 O.P.R.H.C.TX.
HAYS COUNTY
GUADALUPE COUNTY
PROJECT BOUNDARY AND CITY LIMITS
PROPOSED LIFT STATION
LIMITS OF EXISTING EFFECTIVE FLOODPLAIN MAPM-48187C0035F (11/2/2007)
BENJAMIN & GRAVES FULCHER SURVEY ABSTRACT NO. 21
JANE M. CACERA AND WIFE, MARY CACERA CALLED 11.0000 ACRES VOLUME 3141, PAGE 393 O.P.R.G.C.TX.
MILLENIUM INTERESTS, LTD. CALLED 318.888 ACRES DOCUMENT NO. 201901159 O.P.R.G.C.TX.
DESCRIBED IN DOCUMENT NO. 201901042 O.P.R.G.C.TX.
MILLENIUM INTERESTS, LTD. CALLED 318.718 ACRES DOCUMENT NO. 201701158 O.P.R.G.C.TX.
MILLENIUM INTERESTS, LTD. CALLED 318.718 ACRES DOCUMENT NO. 201701158 O.P.R.G.C.TX.
VCD SAN MARCOS RIVER, LLC, A TEXAS LIMITED LIABILITY COMPANY CALLED 310.000 ACRES VOLUME 4348, PAGE 295 O.P.R.G.C.TX.
SAN MARCOS RIVER
NOTES:
1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, CENTRAL TEXAS ZONE, NAD 83.
2. ALL DISTANCES AND ACREAGES SHOWN ARE SURFACE DISTANCES UNLESS OTHERWISE TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00014 AT UNITS U.S. SURVEY FEET
3. THIS EXHIBIT IS FOR GRAPHIC DEPICTION PURPOSES ONLY.
4. THIS MAP IS INTENDED FOR DISTRICT ZONING DESCRIPTION PURPOSES ONLY.
5. THIS MAP ACCOMPANIES THE FOLLOWING ZONING DESCRIPTIONS:
- CHARACTER DISTRICT 3 - RESIDENTIAL (CD3) METES AND BOUNDS DESCRIPTION # DATED 09-30-2020.
- CHARACTER DISTRICT 4 - MULTIFAMILY (CD4) METES AND BOUNDS DESCRIPTION # DATED 09-30-2020.
- CHARACTER DISTRICT 5 - COMMERCIAL (CD5) METES AND BOUNDS DESCRIPTION # DATED 09-30-2020.
- LIGHT INDUSTRIAL METES AND BOUNDS DESCRIPTION # DATED 09-30-2020.
- LIFT STATION # BOUNDARY METES AND BOUNDS DESCRIPTION # DATED 09-30-2020.
THE MAYAN REZONE
IN THE BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 21 BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 513 WILLIAM A. MATTHEWS SURVEY, ABSTRACT NO. 305
HAYS COUNTY, TEXAS GUADALUPE COUNTY, TEXAS
LJA Surveying, Inc.
5316 West Highway 290 Phone 512.439.4700
Suite 400
Austin, Texas 78735 T.B.P.L.S. Firm No. 10194633
DRWN BY: EMC | CHKD BY: CDC | SCALE: 1"=400' | DATE: 09/30/20 | PROJ. NO.: LJA51305-2001 | SHEET: 2 OF 2
DATE OF LAST REVISION | DESCRIPTION OF LAST REVISION

CD3 – PART 1 LINE AND CURVE TABLES

Line #	Bearing	Length
L32	N57°54'51"E	870.57'
L33	S30°40'06"E	458.24'
L34	S23°12'13"E	231.61'
L35	S39°20'19"E	496.08'
L36	S49°07'28"W	4114.99'
L37	N40°45'42"W	940.79'

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C11	1144.874	4632.000	14°09'42"	N50°50'00"E	1141.96
C12	918.836	10990.000	4°47'21"	N63°37'19"E	918.37
C13	1407.058	5110.000	15°46'36"	N58°07'37"E	1402.62

CD3 – PART 2 LINE AND CURVE TABLES

Line #	Bearing	Length
L47	S71°35'49"E	51.89'
L48	S61°21'41"E	97.53'
L49	S48°55'04"E	185.91'
L50	N48°33'29"E	285.38'
L51	N60°57'48"W	280.95'
L52	N70°06'45"W	143.14'
L53	S45°32'31"E	1334.51'
L54	S49°14'18"W	53.37'
L55	S40°45'42"E	300.02'
L56	N49°14'18"E	78.46'
L57	S45°32'31"E	28.55'
L58	S49°07'28"W	485.78'
L59	S58°50'30"W	244.60'
L60	S62°03'42"W	225.66'
L61	N57°53'58"W	130.53'
L62	S50°17'42"W	129.27'
L63	S43°21'28"E	80.86'
L64	S33°11'43"E	149.74'
L65	S27°01'01"E	87.04'
L66	S28°42'09"W	82.91'
L67	S49°07'28"W	965.00'
L68	N40°45'42"W	562.59'
L69	N65°57'47"W	32.38'
L70	N47°59'08"W	77.76'

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C21	706.696	5110.000	7°55'28"	N37°53'25"E	706.13
C22	131.124	10990.000	0°41'01"	N34°16'13"E	131.12
C23	1315.483	10990.000	6°51'30"	N39°10'58"E	1314.70
C24	205.267	224.234	52°26'58"	N78°40'09"W	198.17
C25	55.538	49.900	63°46'10"	S10°01'38"W	52.72
C26	278.659	373.627	42°43'57"	N40°13'28"W	272.24
C27	281.616	770.725	20°56'08"	N58°50'07"W	280.05

CD4 – PART 1 LINE TABLE

Line #	Bearing	Length
L28	N41°21'04"W	843.29'
L29	N49°07'28"E	893.28'
L30	S40°45'42"E	843.26'
L31	S49°07'28"W	884.61'

CD4 – PART 2 LINE AND CURVE TABLES

Line #	Bearing	Length
L42	S40°45'42"E	562.59'
L43	S49°07'28"W	1016.53'
L44	N39°20'19"W	496.08'
L45	N23°12'13"W	231.61'
L46	N48°11'21"E	97.07'

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C18	278.659	373.627	42°43'57"	S40°13'28"E	272.24
C19	268.652	707.273	21°45'48"	N41°34'36"E	267.04
C20	581.181	9855.553	3°22'43"	N41°03'17"E	581.10

CD4 – PART 3 LINE AND CURVE TABLES

Line #	Bearing	Length
L71	S19°40'40"E	547.44'
L72	N46°32'15"E	400.03'
L73	S21°47'22"E	163.38'
L74	N64°44'14"E	94.32'
L75	S47°01'56"E	161.57'
L76	S20°30'11"E	331.37'
L77	S11°34'07"W	523.34'
L78	S20°08'04"E	106.23'
L79	S12°14'11"W	286.70'
L80	S49°07'28"W	399.55'
L81	N45°32'31"W	28.55'
L82	N49°14'18"E	221.56'
L83	N40°45'42"W	300.02'
L84	S49°14'18"W	246.65'
L85	N45°32'31"W	1334.51'
L86	N48°24'19"E	350.98'

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C28	727.641	10990.000	3°47'37"	N44°30'31"E	727.51

PROPOSED LIFT STATION LINE TABLE

Line #	Bearing	Length
L87	S40°45'42"E	300.02'
L88	S49°14'18"W	221.56'
L89	N40°45'42"W	300.02'
L90	N49°14'18"E	246.65'

LI – PART 1 LINE AND CURVE TABLES

Line #	Bearing	Length
L1	N49°10'24"E	1925.25'
L2	N72°05'03"E	299.58'
L3	N74°46'40"E	106.12'
L4	N89°52'45"E	39.44'
L5	N64°09'35"E	90.65'
L6	N48°49'14"E	235.44'
L7	N35°19'08"E	331.75'
L8	N36°08'22"E	90.92'
L9	N43°29'42"E	73.77'
L10	N52°00'06"E	114.50'
L11	N51°16'05"E	156.56'
L12	N38°41'51"E	94.30'
L13	N29°54'36"E	162.95'
L14	N58°37'53"E	158.19'
L15	N78°26'41"E	71.84'
L16	S83°25'51"E	119.32'
L17	S73°02'48"E	223.87'
L18	S85°17'04"W	42.56'
L19	S04°27'07"W	42.56'

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	76.169	11210.000	0°23'22"	S34°07'24"W	76.17
C2	542.452	4860.000	6°23'42"	S37°06'24"W	542.17
C3	717.411	4860.000	8°27'28"	S44°52'05"W	716.76
C4	1413.728	4890.000	16°33'52"	S57°44'03"W	1408.81
C5	628.562	11210.000	3°12'46"	S64°24'36"W	628.48
C6	717.466	11052.000	3°43'10"	S64°39'49"W	717.34

LI – PART 2 LINE AND CURVE TABLES

Line #	Bearing	Length
L20	N86°54'48"W	263.84'
L21	N49°10'24"E	2834.23'

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C7	2697.865	11210.009	13°47'21"	S42°16'42"W	2691.36
C8	178.014	79.177	128°49'06"	N29°37'51"W	142.82

CD5 – PART 1 LINE AND CURVE TABLES

Line #	Bearing	Length
L22	N00°07'28"E	169.59'
L23	N46°11'07"E	222.18'
L24	S40°45'42"E	940.79'
L25	S49°07'28"W	893.28'
L26	N41°21'04"W	300.48'
L27	N44°51'11"W	52.82'

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C9	589.764	4632.000	7°17'42"	N40°06'18"E	589.37
C10	352.303	5767.278	3°30'00"	N43°06'04"W	352.25

CD5 – PART 2 LINE AND CURVE TABLES

Line #	Bearing	Length
L38	S47°59'08"E	77.76'
L39	S65°57'47"E	32.38'
L40	S48°11'21"W	97.07'
L41	N30°40'06"W	458.24'

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C14	281.618	770.725	20°56'08"	S58°50'07"E	280.05
C15	581.181	9855.553	3°22'43"	S41°03'17"W	581.10
C16	268.652	707.273	21°45'48"	S41°34'36"W	267.04
C17	747.962	5110.000	8°23'11"	N46°02'44"E	747.29

CD5 – PART 3 LINE TABLE

Line #	Bearing	Length
L91	S10°39'10"E	165.19'
L92	S23°27'29"E	388.34'
L93	S46°32'15"W	400.03'
L94	N19°40'40"W	547.44'
L95	N46°24'19"E	400.92'

CD5 – PART 4 LINE TABLE

Line #	Bearing	Length
L96	S49°07'28"W	1101.24'
L97	N65°57'58"W	152.79'
L98	N55°05'34"W	63.82'
L99	N18°22'16"W	287.89'
L100	N10°10'40"E	358.74'
L101	N83°26'00"E	146.21'
L102	N72°54'07"E	276.22'
L103	N89°16'20"E	246.87'
L104	N83°43'18"E	191.63'
L105	S85°51'24"E	87.58'
L106	S43°58'55"E	166.76'

NOTES:

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM CENTRAL TEXAS ZONE, NAD 83.
2. ALL DISTANCES AND ACREAGES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF [illegible]. UNITS: U.S. FEET
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS MAP IS INTENDED FOR DISTRICT REZONE DESCRIPTION PURPOSES ONLY.
5. THIS MAP REPRESENTS PAGES 1 AND 2 OF THE FOLLOWING ZONE DESCRIPTIONS:
   - CHARACTER DISTRICT 3 - RESIDENTIAL (CD3) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - CHARACTER DISTRICT 4 - MULTIFAMILY (CD4) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - CHARACTER DISTRICT 5 - COMMERCIAL (CD5) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - LIGHT INDUSTRIAL METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - LIFT STATION BOUNDARY METES AND BOUNDS DESCRIPTION DATED 06-30-2020.

GORDON N. ANDERSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6617

THE MAYAN REZONE

IN THE
BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 21
BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 813
WILLIAM A. MATTHEWS SURVEY, ABSTRACT NO. 305

HAYS COUNTY, TEXAS
GUADALUPE COUNTY, TEXAS

LJA Surveying, Inc.
5316 West Highway 290
Suite 460
Austin, Texas 78735
Phone 512.439.4700
T.B.P.L.S. Firm No. 10194533

DRWN BY:	CHKD BY:	SCALE	DATE	PROJ. NO.	SHEET
EMC	CDC	1"=400'	06/30/20	LJAS1005-2001	2 OF 2

DATE OF LAST REVISION	DESCRIPTION OF LAST REVISION

S:\Admin\Survey\Austin_Survey\Austin_Projects\LJAS1005-2001_MAYAN_REZONE\05-CAD\Civil 3D\Plats\The Mayan Rezone_Plat Exhibit.dwg 7/1/2020

Zoning Request	2801 Staples Road
ZC-20-17	

Summary

Request:	Zoning change from "FD" Future Development to "LI" Light Industrial		
Applicant:	Todd Burek The Mayan at San Marcos River LLC 22711 Fossil Peak San Marcos, TX 78216	**Property Owner:**	Todd Burek The Mayan at San Marcos River LLC 22711 Fossil Peak San Marcos, TX 78216

Notification

Application:	July 14, 2020	**Neighborhood Meeting:**	N/A
Published:	July 26, 2020	**# of Participants**	N/A
Posted:	July 24, 2020	**Personal:**	July 24, 2020
Response:	None as of Staff Report date		

Property Description

Legal Description:	+/- 38.019 acre tract out of the Benjamin & Graves Fulcher Survey, Abstract No. 56 and the William A. Matthews Survey, Abstract No. 305, Hays County Texas		
Location:	2801 Staples Road		
Acreage:	+/- 38.019 acres	**PDD/DA/Other:**	N/A
Existing Zoning:	"FD" Future Development	**Proposed Zoning:**	"LI" Light Industrial
Existing Use:	Vacant / Rural	**Proposed Use:**	Light Industrial
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:	ETJ	San Marcos River/Vacant/Residential	Area of Stability-Open Space/Area of Stability-Low Intensity
South of Property:	ETJ	Vacant/Redwood Community (Residential & Commercial Uses)	Area of Stability-Low Intensity
East of Property:	ETJ	Vacant/Rural	Area of Stability-Low Intensity
West of Property:	ETJ	Vacant/Rural	Area of Stability-Low Intensity

Zoning Request	2801 Staples Road
ZC-20-17	

Staff Recommendation

	Approval as Submitted		X	**Approval with Conditions / Alternate**		Denial

The Development Code states that a request for Light Industrial zoning in an Area of Stability – Low Intensity designation is "Not Preferred" and requires additional scrutiny as outlined in the staff report. Although the proposed zoning change to Light Industrial is not preferred in this area and not compatible with surrounding existing uses rural and agricultural land or the adjacent 100-year floodplain, the subject property's location abutting the proposed FM 110 San Marcos eastern loop may provide justification for support as it meets the intent of an "Employment Corridor" identified on the Preferred Scenario Map. FM 110 is identified as a major transportation network and will be initially funded by a Transportation Reinvestment Zone (TRZ) to capture a portion of the increased value of development occurring along the alignment.

Due to the varying factors regarding current and future land configurations around the subject property, staff is providing a **neutral** recommendation and leaves a decision of approval, denial, or a recommendation of a lesser zoning district up to the Planning and Zoning Commission and City Council.

Staff: Shavon Caldwell	**Title:** Planner	**Date:** September 1, 2020

Commission Recommendation

	Approval as Submitted		Approval with Conditions / Alternate	X	**Denial**

Planning and Zoning Commission Meeting: August 11th, 2020

Speakers in favor or opposed: David Earl and Tory Hurt spoke in favor of the request.

Recommendation from the Planning and Zoning Commission meeting held August 11, 2020:
Recommendation for denial 6-3.

According to Section 2.2.4.2 of the San Marcos Development Code, a **super majority vote from City Council** is needed when the Planning and Zoning Commission recommends denial of an application in order for the development application to become effective.

At the meeting, the Planning and Zoning Commission discussed the possibility of recommending an alternative zoning district in place of Light Industrial. Heavy Commercial and Employment Center zoning as alternative recommendations were discussed briefly. The possibility of CD-5 zoning as an alternative recommendation was discussed at length. The Commission primarily discussed whether or not the allowed uses in CD-5 and development standards would be appropriate for property fronting FM 110, whether or not limitations on the type of retail and commercial uses allowed and development standards required in CD-5 would result in difficulty in developing or vacancies, and concerns with the environmental impact of some of the allowed uses in Light Industrial (such as waste related services and vehicle repair), in particular due to the property's location adjacent to the 100-year floodplain.

While the possibility of a lesser intense zoning classification was discussed, it would require the submittal of a new application and to start the rezoning process over. This would take approximately three months to

complete. Alternatively, the applicant has indicated that they would be agreeable to file deed restrictions on the portions of the property that would be zoned Light Industrial to restrict certain uses that would normally be allowed within that the Light Industrial district. Staff is currently in discussions with the applicant on what these restricted uses would be, but it would likely be ones that some members of the Commission had concerns with, such as those related to vehicle repair, waste-related services, and self-storage. If this can be done, it would help reduce some of the negative impacts that may normally be associated with a Light Industrial zoning district classification.

History

The subject property is within City limits and was annexed in 2008. The property is currently vacant and is surrounded almost exclusively by vacant, rural/agricultural land as well as the San Marcos River along the northernmost extent of the subject tract and some existing residential and commercial uses in the Redwood community along the southernmost extent of the subject tract. In addition, FM 110 is proposed to be located directly adjacent to the subject property and right-of-way has already been dedicated in order to provide for the future construction of FM 110.

The purpose of this zoning change to “Light Industrial” is to allow for the development of approximately 38 acres of future light industrial and commercial uses along the future FM 110 corridor.

The City of San Marcos will provide wastewater services at the site and as the property is within the Crystal Clear CCN, Crystal Clear Special Utility District will provide water service. 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.

Zoning Request	2801 Staples Road
ZC-20-17	

Additional Analysis

Analysis of the proposed zoning request includes deliberation of existing surrounding land uses, proposed transportation networks, and the goals and policies of the Comprehensive Plan. A few major points for consideration in the analysis are as follows:

- The proposed zoning change to Light Industrial is not compatible with surrounding existing uses such as rural and agricultural land. However, the future FM 110 (see attached FM 110 map) adjacent to the property will most likely attract a diverse array of uses.
- The subject property's request for "Light Industrial" is designated as "NP" Not Preferred within an "Area of Stability – Low Intensity" designation on the Preferred Scenario Map as part of the Comprehensive Plan. Alternatively, the Comprehensive Plan states that "Light Industrial" zoning is to be "C" Considered in an Employment Area on the Preferred Scenario Map. While the subject property is not located in an "Employment Area", it is located along the proposed FM 110, which is designated as an "Employment Corridor" on the Preferred Scenario Map.
- The subject property is located adjacent to the 100-year floodplain. The preservation of flood hazard areas and environmentally sensitive lands should be considered as part of this zoning proposal and the allowed uses under Light Industrial entitlements.
- Hays County provides the following overview of the FM 110 project:

  This project continues the loop east of San Marcos and involves initially constructing two travel lanes (one in each direction) with 10-foot shoulders where no road currently exists for the approximately 11.3-mile corridor and includes an interchange at SH 21 and a railroad overpass at the Union Pacific Railroad tracks. As traffic increases over time, two additional travel lanes and additional interchanges would be constructed. Initial construction costs will be funded through Transportation Reinvestment Zones (TRZs) created by Hays County and the City of San Marcos to capture a portion of the increased value of development occurring along the alignment. Caldwell County will also contribute to the project cost. The County is funding and conducting project development simultaneously for the initial stage of all three sections. TxDOT will let and manage construction of the project. Water line relocations will be in construction contracts.

Additional details regarding this analysis is outlined in the staff report and the Comprehensive Plan Analysis checklist.

Comments from Other Departments

Police	No issues with the proposed development.
Fire	This development is outside the City's existing fire station network's coverage area and a fire station location would ensure optimal coverage and response times. Portions of the development fall outside a 5-road mile distance (based on current road network) from an existing station which results in an ISO PPC (ISO Public Protection Program) rating of 10+. This rating indicates that the area's fire suppression doesn't meet the program's minimum criteria.
Public Services	No issues with the proposed development.
Engineering	No Comment

Zoning Request	2801 Staples Road
ZC-20-17	

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** *The subject property is located within an "Area of Stability-Low Intensity" designation on the Preferred Scenario Map. Per the Comprehensive Plan, "Special Districts" such as Light Industrial zoning are "Not Preferred" within Area of Stability-Low Intensity designations and are to be "Considered" in Employment Areas on the Preferred Scenario Map. When a zoning map amendment is Not Preferred, further scrutiny is required to determine consistency with the Comprehensive Plan based on the criteria in Section 2.5.1.4 and the district intent under Division 4, Chapter 4, Article 1.* *Vision San Marcos Comprehensive Plan states that "Areas of Stability-Low Intensity" will generally maintain their existing character. The Comprehensive Plan states that "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." The current character of the area is agricultural and rural residential and does not complement the proposed Light Industrial zoning. It should be noted that these surrounding properties are located outside the city limits and the city does not have zoning authority to regulate the use of these properties.* *Although the proposed zoning is "Not Preferred" in the designated Low Intensity area, the Preferred Scenario Map also identifies FM 110 as an Employment Corridor. As per the Comprehensive Plan, Employment Corridors are primarily intended to "serve major employment related land uses" and should include "some mixture in uses including limited residential". This aligns with the Light Industrial zoning district's purpose statement which states the district should "promote economic viability and encourage employment growth".*

Zoning Request	2801 Staples Road
ZC-20-17	

Evaluation			Criteria for Approval (Sec.2.5.1.4)
Consistent	Inconsistent	Neutral	
		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 in effect.*
		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** *Light Industrial zoning primarily allows for industrial uses (light manufacturing, vehicle repair, warehouse & distribution, self-storage, etc.) with some allowances for agricultural and public/institutional uses and a few commercial uses such as professional office, urgent care, indoor recreation, and gym/health clubs (see attached land use matrix comparison exhibit). This zoning district is intended to "accommodate manufacturing and light industrial uses in order to promote economic vitality, encourage employment growth, and limit the encroachment of non-industrial development within established industrial areas. Development should be operated in a relatively quiet manner, and should not be obnoxious to nearby residential or commercial areas."* *The immediately surrounding area is not comprised of industrial uses but is almost exclusively rural/agricultural properties. It should also be noted that the adjacent Riverbend Ranch development is proposing single-family residential development across from the subject property on the other side of FM 110. However, this project has not received its entitlements and the city does not currently have zoning authority to regulate the use of these properties. Finally, it should be noted that while the area currently agriculture/rural and is not comprised of industrial uses, the future FM 110 development adjacent to the property is likely to attract a diverse array of uses.*

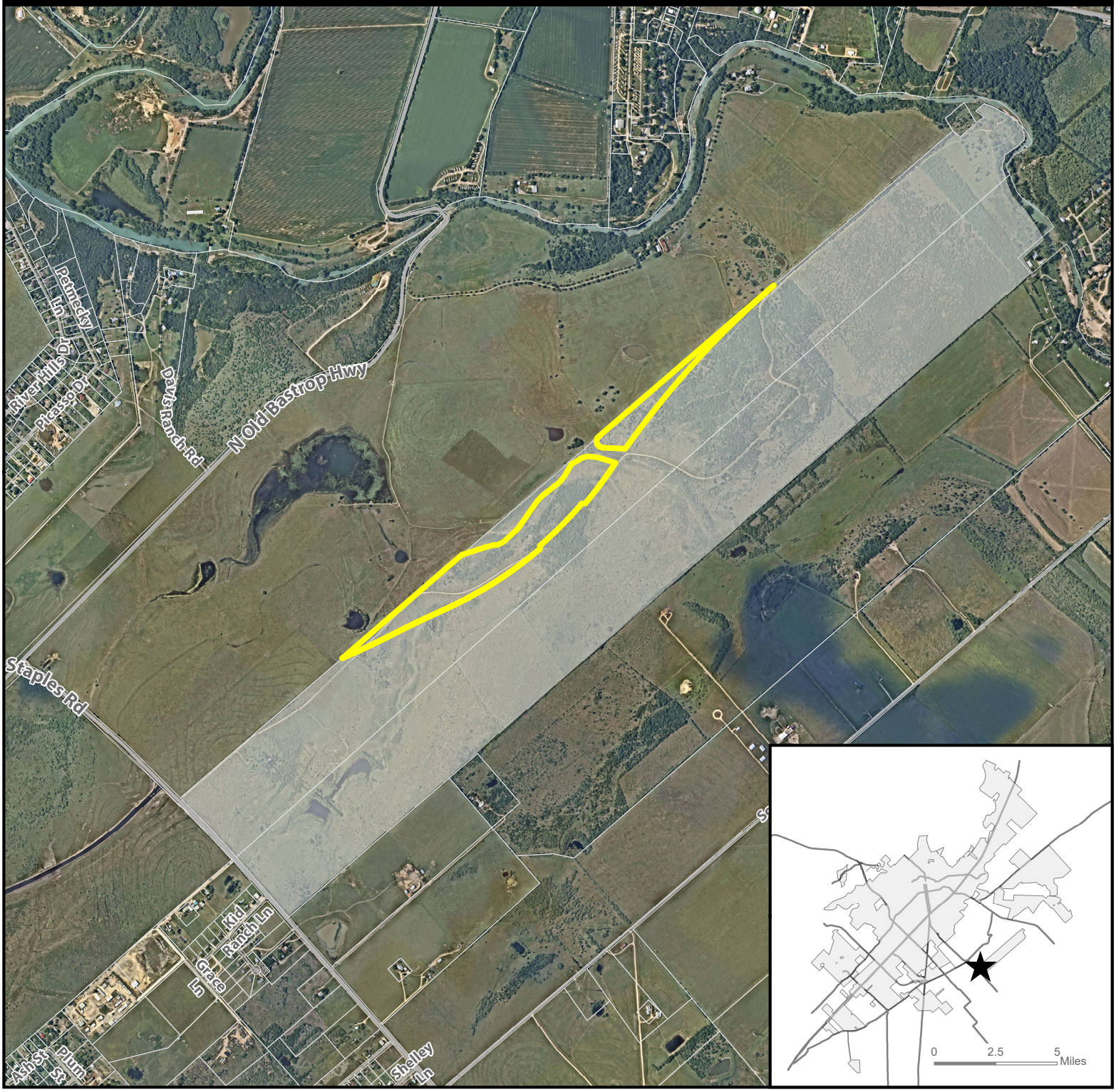
Zoning Request	2801 Staples Road
ZC-20-17	

Evaluation			Criteria for Approval (Sec.2.5.1.4)
Consistent	Inconsistent	Neutral	
		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 in a manner that is "NP" Not Preferred according to the District Translation Table which states that "Special Districts", such as a Light Industrial zoning district, is Not Preferred within an "Area of Stability – Low Intensity" designation on the Preferred Scenario Map. The Zoning Translation Table states that zoning changes to Character Districts should be "C" Considered within an Area of Stability – Low Intensity designation. However, the planned FM 110 will alter the existing character of the surrounding area as it will be a major eastern transportation loop.*
		X	**Whether the site is appropriate for the development allowed in the proposed district** *The property is vacant, will have easy access to the future FM 110, and will be required to construct roadways and utility infrastructure consistent with the Light Industrial zoning district. The property is shown to be on a moderately constrained area on the Land Use Suitability Map primarily due to it being directly adjacent to the 100-year floodplain.*
X			**Whether there are substantial reasons why the property cannot be used according to the existing zoning** *The property is currently zoned Future Development (FD). The FD zoning district is intended to serve as a temporary zoning district for recently annexed properties that shall be developed in the future but are not yet ready to be zoned for a particular use.*
X			**Whether there is a need for the proposed use at the proposed location** *The proposed rezoning would allow primarily industrial uses with allowances for agricultural, public, and commercial uses. The subject property's location along FM 110 would allow for such uses to be developed in accordance with city standards with access to a major transportation thoroughfare.*

Zoning Request	2801 Staples Road
ZC-20-17	

Evaluation			Criteria for Approval (Sec.2.5.1.4)
Consistent	Inconsistent	Neutral	
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 not located within the City's water service area and will be served by Crystal Clear Special Utility District. The property is not located within the City's wastewater service area and will be required to extend City wastewater lines to the property. This development is outside the City's existing fire station network's coverage area and a fire station location would ensure optimal coverage and response times.*
X			**Whether the proposed rezoning will have a significant adverse impact on property in the vicinity of the subject property** *The surrounding property is primarily vacant agricultural/rural. While this existing land type does not complement the proposed Light Industrial zoning there are no anticipated adverse impacts.*
		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 moderately constrained area according to the Land Use Suitability Map and is directly adjacent to the 100-year floodplain. Light Industrial uses are not ideal in this location.*
X			**Any other factors which shall substantially affect the public health, safety, morals, or general welfare** *None noted.*

ZC-20-17
Aerial View
Mayan LI Zoning – 2801 Staples Road



★ **Site Location**

Subject Property

Parcel

City Limit

N

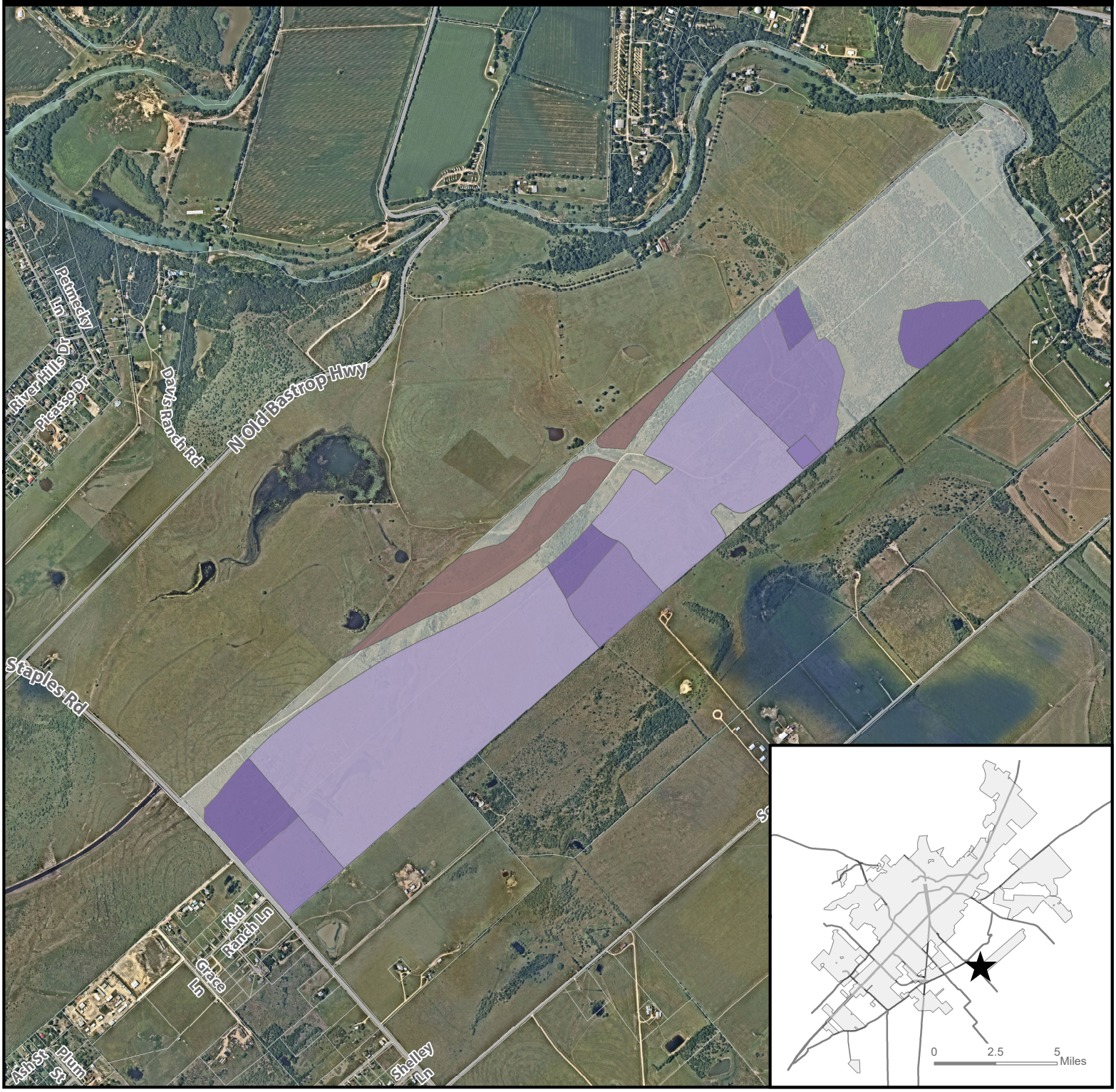
0 1,000 2,000 4,000 Feet

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: 7/28/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-17 Mayan LI\GIS\ZC-20-17_Aerial Map.mxd

ZC-20-17, ZC-20-18, ZC-20-19, ZC-20-20
Requested Zoning
Mayan LI, CD-3, CD-4, CD-5 Zoning – 2801 Staples Road



★ **Site Location**

Parcel

City Limit

Requested Zoning

- **CD-3**
- **CD-4**
- **CD-5**
- **LI**

N

0 1,000 2,000 4,000 Feet

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Map Date: 7/30/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-17 Mayan LI\GIS\ZC-20-17_20 Overall Zoning Map.mxd

ZC-20-17
Existing Zoning
Mayan LI Zoning – 2801 Staples Road

★ **Site Location**

Subject Property

Parcels

City Limit

N

0 1,000 2,000 4,000 Feet

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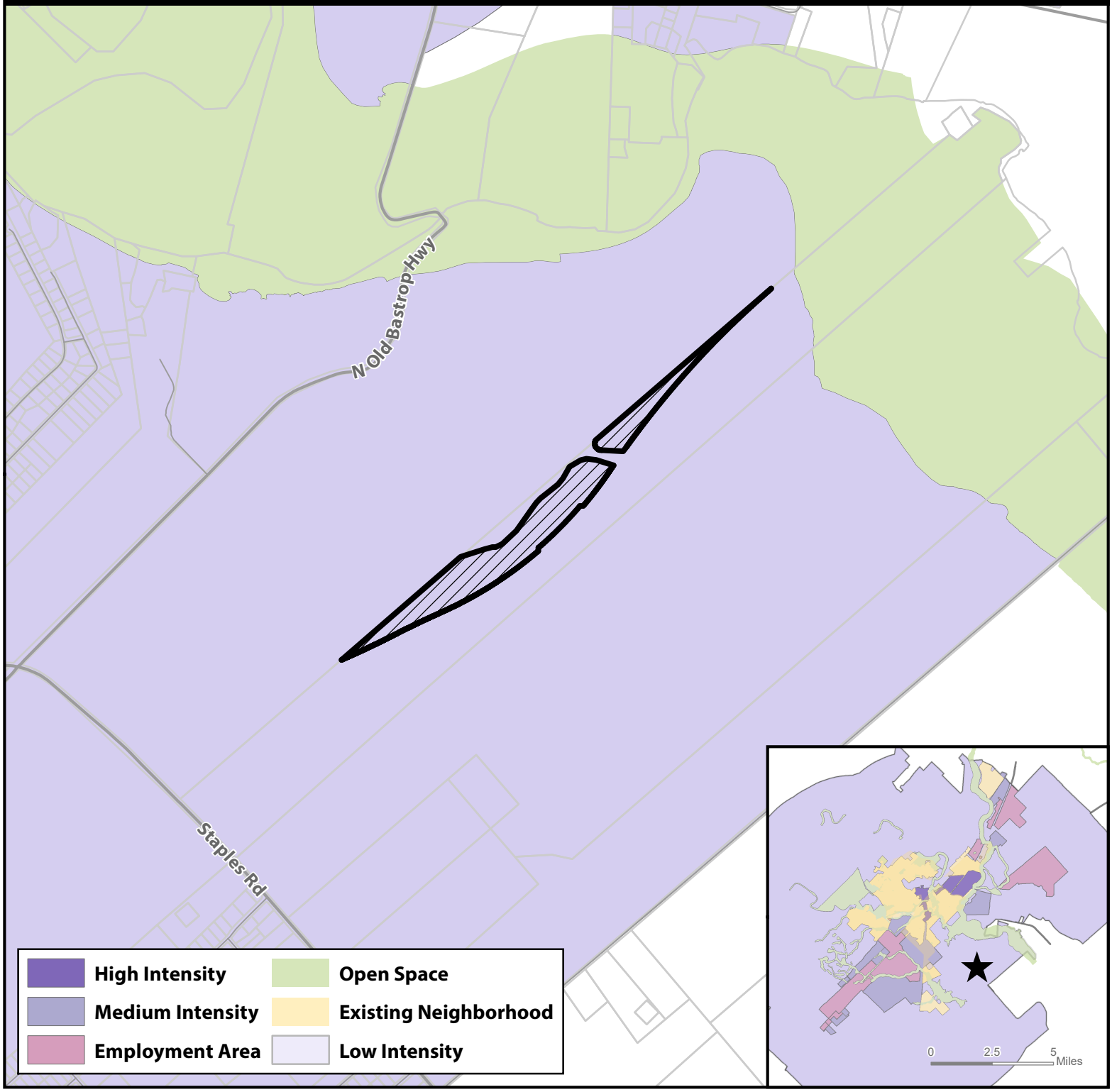
Map Date: 7/30/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-17 Mayan LI\GIS\ZC-20-17_ExistingZoning.mxd

ZC-20-17
Preferred Scenario
Mayan LI Zoning – 2801 Staples Road



Site Location

Subject Property

Parcels

City Limit

N

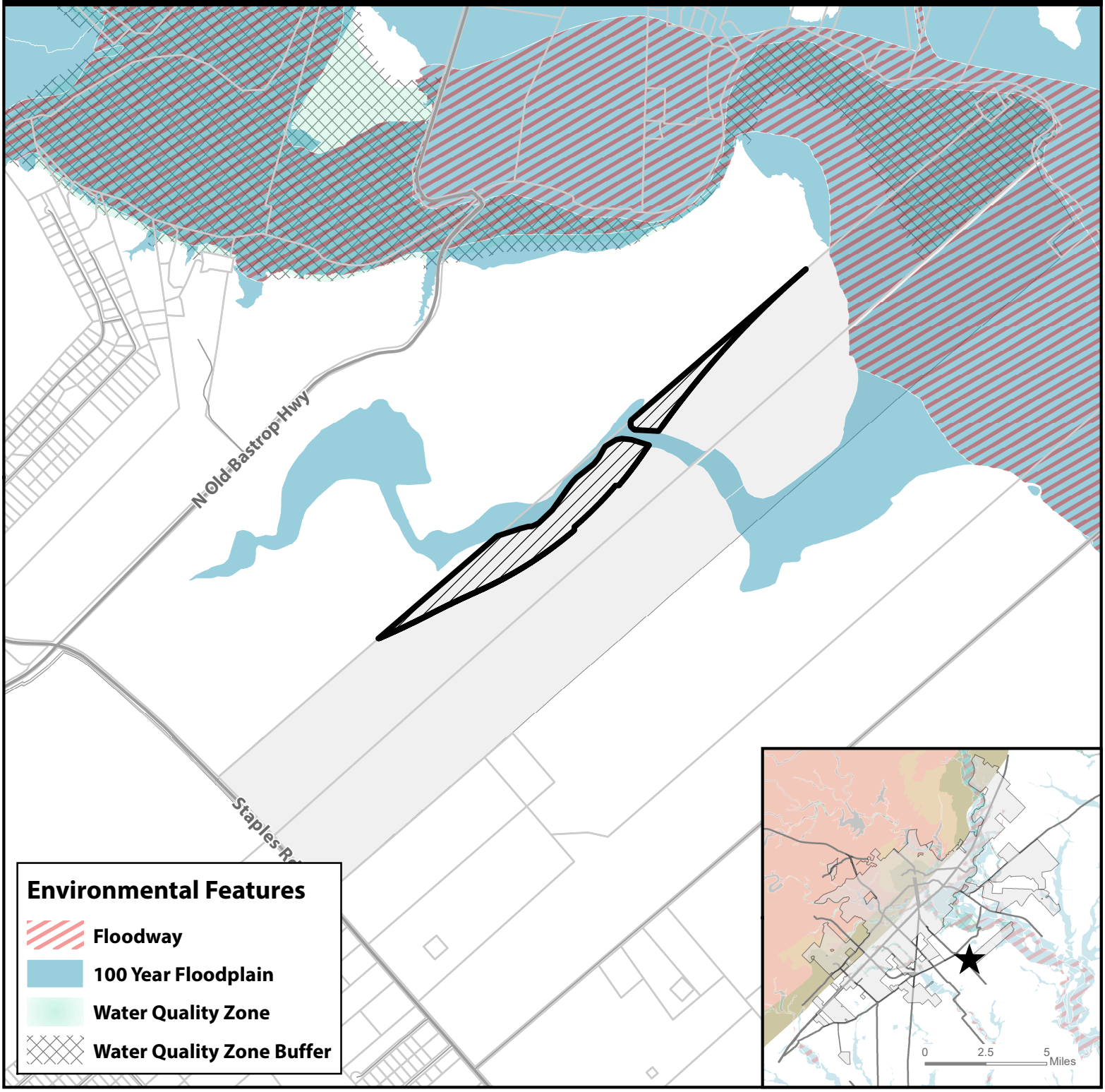
0 1,000 2,000 4,000 Feet

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: 7/28/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-17 Mayan LI\GIS\ZC-20-17_PreferredScenario.mxd

ZC-20-17
Environmental Features
Mayan LI Zoning – 2801 Staples Road



Site Location

Subject Property

Parcels

City Limit

N

0 1,000 2,000 4,000 Feet

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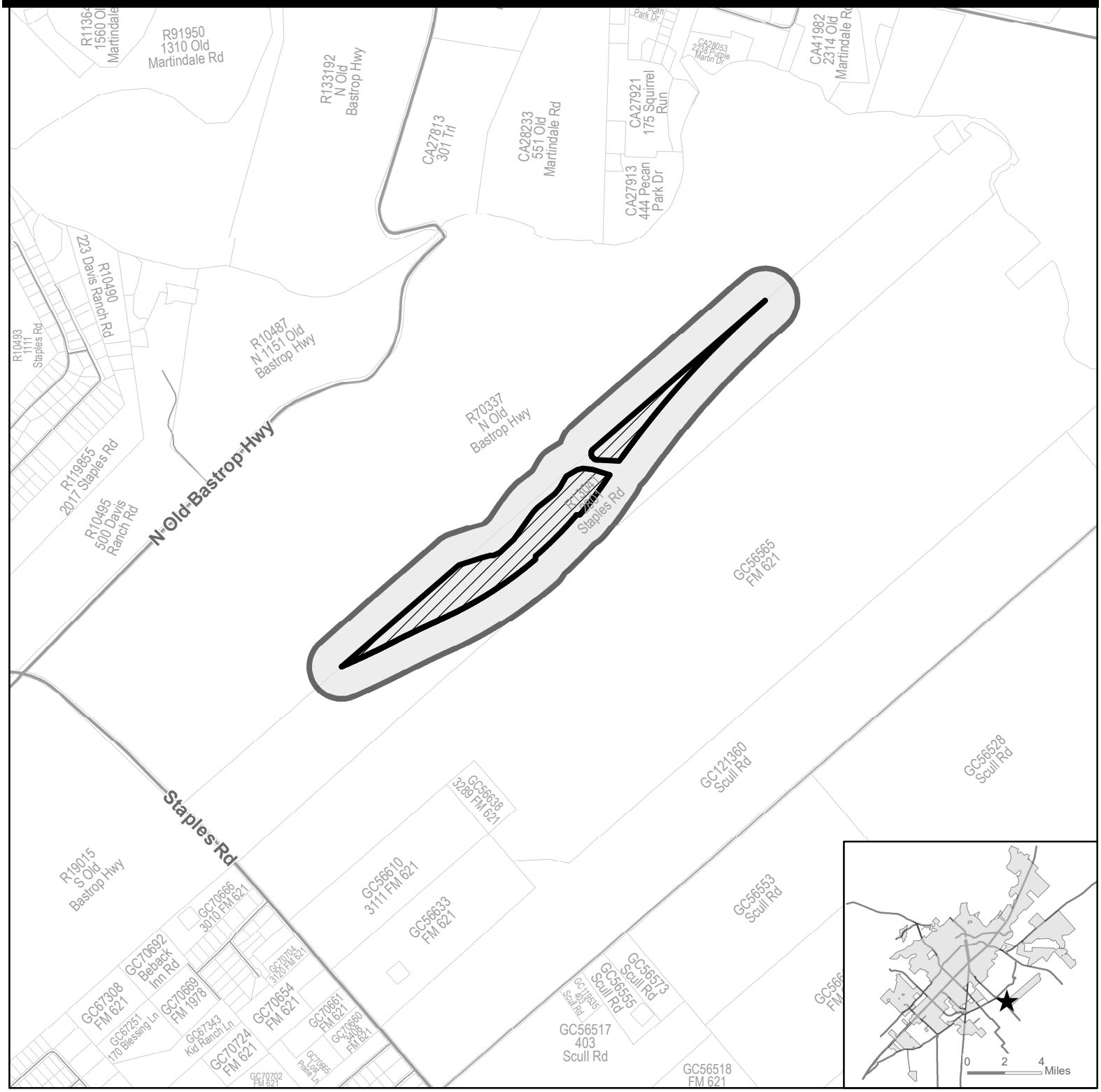
Map Date: 7/28/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-17 Mayan LI\GIS\ZC-20-17_EnvironmentalFeatures.mxd

ZC-20-17
400' Notification Buffer
Mayan LI Zoning – 2801 Staples Road



★ **Site Location**

Subject Property

400' Buffer

Parcel

City Limit

N

0 1,000 2,000 4,000 Feet

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Map Date: 7/28/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-17 Mayan LI\GIS\ZC-20-17_Notification Map.mxd

ZC-20-17 Notification List

Property ID	Owner Name	Site Address	Owner Address 1	Owner Address 2	Owner City	Owner State	Owner Zip
133631	CEMENTERIO DEL RIO	FM 621	FM 621		SAN MARCOS	TX	78666
70351	HK BAUGH RANCH LLC	STAPLES	24607 FAIRWAY SPGS		SAN ANTONIO	TX	78260
151617	MAYAN AT SAN MARCOS RIVER LLC	FM 110	22711 FOSSIL PEAK		SAN ANTONIO	TX	78261-3022

***ZC-20-17 (The Mayan-Light Industrial Zoning) 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 – Special Districts (such as Light Industrial) are "Not Preferred" in Low Intensity Zones on the Preferred Scenario Map. They are allowed without requiring a Preferred Scenario Map amendment.**	

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	**0%**	**24%**	**47%**	**21%**	**8%**
Constraint by Class					
Cultural	**40%**			**60%**	
Edwards Aquifer	**100%**				
Endangered Species	**100%**				
Floodplains	**97%**			**3%**	
Geological	**100%**				
Slope	**98%**		**2%**		
Soils	**47%**	**42%**		**11%**	
Vegetation	**100%**				
Watersheds			**100%**		
Water Quality Zone	**68%**			**24%**	**8%**

ENVIRONMENT & RESOURCE PROTECTION – Water Quality Model Results

Located in Subwatershed:	**Lower San Marcos River 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 16% increase of impervious cover under the Preferred Scenario of development compared to a 91% increase under the trend scenario. The Plan predicted that the amount of urban land (meaning in City limits and not agriculture or undeveloped) in this watershed would increase from 7% to 9% under the Preferred Scenario of Development as compared to an increase to 14% under the trend scenario. The trend scenario envisioned lower density, single family development South of the San Marcos River while the preferred scenario envisioned medium density development concentrated along the Highway 80 and Highway 21 intersection.**

According to the model, this watershed has a high amount of bacteria loadings based on the amount of cattle per acre and recommends various landscape management methods such as native grasses and shrubs to provide vegetative filter strips and reduce the rate of erosion.

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 the future FM-110 extension and Staples 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 El Camino Real Park which is located approximately 2 miles from the closest property in the proposed development.**					**X**
Wastewater service available? **The developer will be required to extend wastewater service to the development. Wastewater lines will be required throughout the development to service the property.**					**X**
Water service available? **The property is located in Crystal Clear CCN. The developer will be required to extend water service to the development as**				**X**	

needed. Water lines will be also required throughout the development to service the property.		

TRANSPORTATION – Level of Service (LOS), Access to sidewalks, bicycle lanes and public transportation

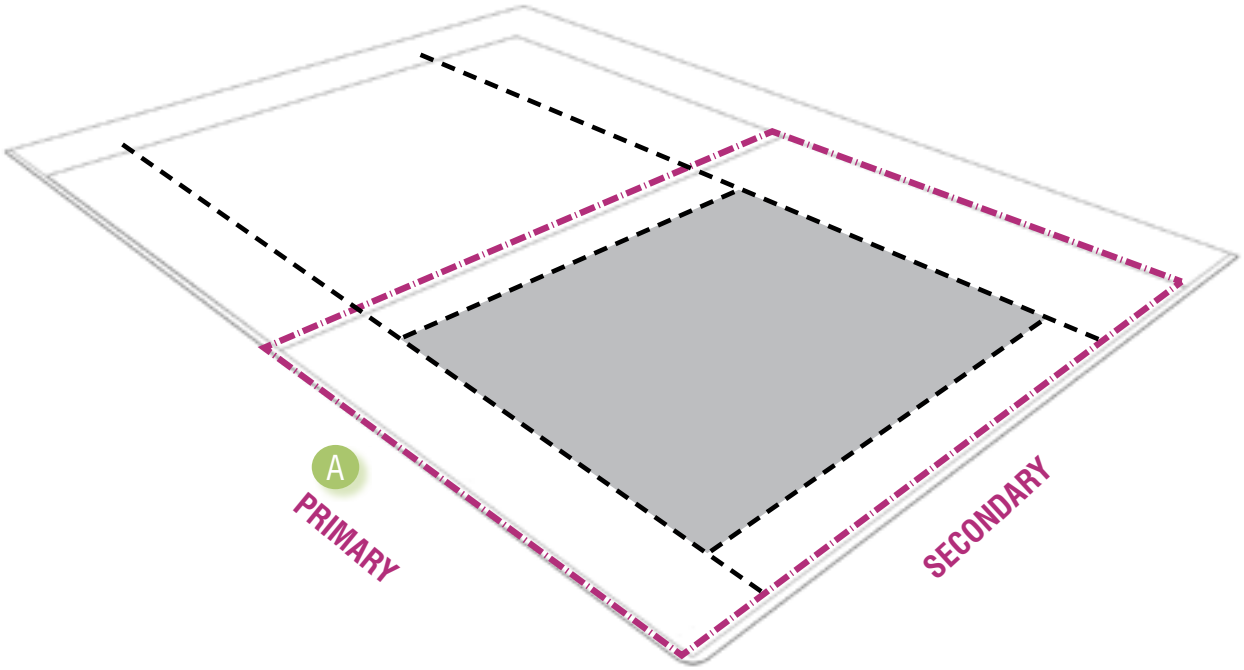
		A	B	C	D	F
Existing Daily LOS	**Staples Road**	**X**				
Existing Peak LOS	**Staples Road**	**X**				
Preferred Scenario Daily LOS	**Staples Road** **FM-110**			**X**		**X**
Preferred Scenario Peak LOS	**Staples Road** **FM-110**	**X**				**X**
Note: The property will be required to meet the Transportation 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**

SECTION 4.4.5.3 LIGHT INDUSTRIAL

LI



KEY

Property Line (ROW)
A Metrics on This and Facing Page
Setbacks
Building Footprint

DISTRICT INTENT STATEMENTS

LI is intended to accommodate manufacturing and light industrial uses in order promote economic viability, encourage employment growth, and limit the encroachment of non-industrial development within established industrial areas. Development should be operated in a relatively clean and quiet manner, and should not be obnoxious to nearby residential or commercial uses.

DENSITY

Impervious Cover	80% max.

TRANSPORTATION

Block Perimeter	5,000 ft. max.	Section 3.6.2.1
Streetscape Type	Conventional	Section 3.8.1.7

BUILDING TYPES ALLOWED

General Commercial	Section 4.4.6.13
Civic Building	Section 4.4.6.15

BUILDING STANDARDS

Principle Building Height	4 stories max.	62 ft. max.
Accessory Structure Height	N/A	24 ft. max.

Lot

Building Type	Lot Area	Lot Width (A)
General Commercial	7,000 sq. ft. min.	70 ft. min.
Civic Building	7,000 sq. ft. min.	70 ft. min.

Setbacks - Principal Building

Primary Street	20 ft. min.
Secondary Street	20 ft. min.
Side	20 ft. min.
Rear	20 ft. min.

Setbacks - Accessory Structure

Primary Street	50 ft. min.
Secondary Street	20 ft. min.
Side	5 ft. min.
Rear	5 ft. min.

Parking Location

Layer (Section 4.3.3.1)	Surface	Garage
First Layer	Allowed	Allowed
Second Layer	Allowed	Allowed
Third Layer	Allowed	Allowed

Durable Building Material and Blank Wall Area

Primary Material	70% min.
Secondary Material	30% max.
Blank Wall Area	50 ft. max.

Future Development vs. Light Industrial

Section 4.2.1.2 Building Types Allowed by District

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

Future Development vs. Light Industrial

Section 5.1.1.2 Land Use Matrix

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:* **Light Industrial (LI)**
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.	Light Industrial is intended to accommodate manufacturing and light industrial uses in order to promote economic viability, encourage employment growth, and limit the encroachment of non-industrial development within established industrial areas. Development should be operated in a relatively clean and quiet manner, and should not be obnoxious to nearby residential or commercial uses.
Uses	Residential / Agricultural *(See Land Use Matrix)*	Primarily Industrial with some commercial and public/institutional *(See Land Use Matrix)*
Parking Location	No location standards	No location standards
Parking Standards	Dependent upon use	Depends on use. For example, warehouse and distribution uses require 1 space for each 2,000 square feet of gross floor area excluding office space, which shall be calculated separately depending on office use.
Max Residential Units per acre	0.4 units per acre (max)	Residential uses are not allowed
Occupancy Restrictions	N/A	N/A
Landscaping	Tree and shrub requirements	Tree and shrub requirements
Building Height (max)	2 stories	4 stories (62 feet)
Setbacks	50’ minimum front, 20’ side, and 20% of total lot depth measured at point of greatest depth in rear	20’ minimum front, side, and rear
Impervious Cover (max)	30%	80%
Lot Sizes	Minimum 2 acres lot area, Minimum 200 ft lot width	Minimum 7,000 sq ft lot area, Minimum 70 ft 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.	Conventional Street: 6’ sidewalk, street trees every 40’ on center average, 7’ planting area between sidewalk and street required.
Blocks	No Block Perimeter Required	5,000 ft. Block Perimeter max

PLANNING AND DEVELOPMENT SERVICES

7/24/2020 **ZC-20-17**

Notice of Public Hearing
Zoning Change Request
"FD" Future Development to "LI" Light Industrial
2801 Staples Road

Hold a public hearing and consider a request by Todd Burek, on behalf of The Mayan at San Marcos River LLC, for a zoning change from "FD" Future Development to "LI" Light Industrial, or such other less intense zoning district classification as the City Council may approve, for approximately 38.019 acres, more or less, out of the Benjamin & Graves Fulcher Survey, Abstract No. 56 and the William A. Matthews Survey, Abstract No. 305, Hays County, Texas, generally located at 2801 Staples 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, August 11, 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, September 1, 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-20-17.**

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

ZONING CHANGE, OVERLAY OR ESTABLISHMENT OF A HISTORIC DISTRICT/LANDMARK APPLICATION

Updated: October, 2019

CONTACT INFORMATION

Character District 6 Light Use Industrial

Applicant's Name	Todd Burek	**Property Owner**	Todd Burek
Company	Mayans at San Marcos River	**Company**	Mayan at San Marcos River
Applicant's Mailing Address	22711 Fossil Peak San Marcos, TX 78216	**Owner's Mailing Address**	22711 Fossil Peak San Marcos, TX 78216
Applicant's Phone #	210-313-3453	**Owner's Phone #**	210-313-3453
Applicant's Email	todd.burek@gmail.com	**Owner's Email**	todd.burek@gmail.com

PROPERTY INFORMATION

Subject Property Address(es): FM 621 San Marcos, TX 78666

Legal Description: **Lot** _____ **Block** _____ **Subdivision** _____

Total Acreage: 37.97 **Tax ID #: R** 25912, R92442, R16386, R151618, R151617, R55712

Preferred Scenario Designation: _____ **Existing Zoning:** Future development

Existing Land Use(s): Agriculture

DESCRIPTION OF REQUEST

Proposed Zoning District(s): Light Industrial (LI)

Proposed Land Uses / Reason for Change:

Rezone from FD to Light Industrial to allow light industrial and commercial use

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, Todd Burek (owner name) on behalf of Mayan at San Marcos River, LLC. (company, if applicable) acknowledge that I/we am/are the rightful owner of the property located at 22711 Fossil Peak San Marcos, TX 78216 (address).

I hereby authorize N/A (agent name) on behalf of N/A (agent company) to file this application for N/A (application type), and, if necessary, to work with the Responsible Official / Department on my behalf throughout the process.

Signature of Owner: _____ Date: _____

Printed Name, Title: _____

Signature of Agent: _____ Date: _____

Printed Name, Title: _____

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.***

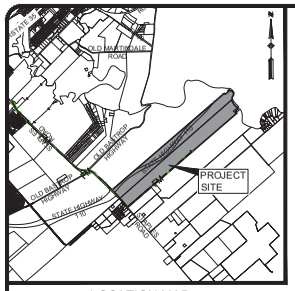
- Personal Notice: if required by code, staff shall mail personal notice in accordance with City Codes and the Texas Local Government Code. ***If, for any reason, more than one notice is required to be mailed it may be at the expense of the applicant. The renotification fee shall be $91 plus a $13 technology 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: Todd Burek Date: 06/29/2020

Print Name: Todd Burek

Form Updated October, 2019



LOCATION MAP
N.T.S.

CURRENT ZONING

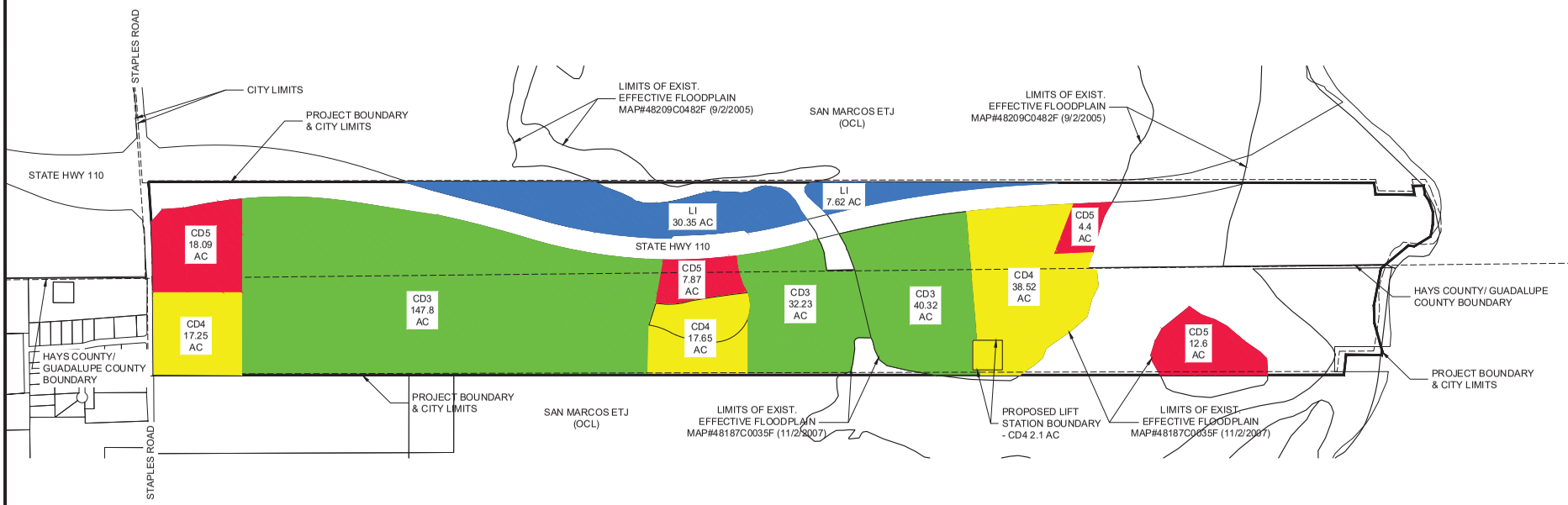
FUTURE DEVELOPMENT (FD)

PROPOSED ZONING

- CHARACTER DISTRICT 3 - RESIDENTIAL (CD3)
- CHARACTER DISTRICT 4 - MULTIFAMILY (CD4)
- CHARACTER DISTRICT 5 - COMMERCIAL (CD5)
- LIGHT INDUSTRIAL (LI)

500 250 0 500 1000

SCALE IN FEET
SCALE: 1"=500'



THE MAYAN
ZONING DEDICATION EXHIBIT

NO.	DESCRIPTION	BY	DATE
	REVISIONS		

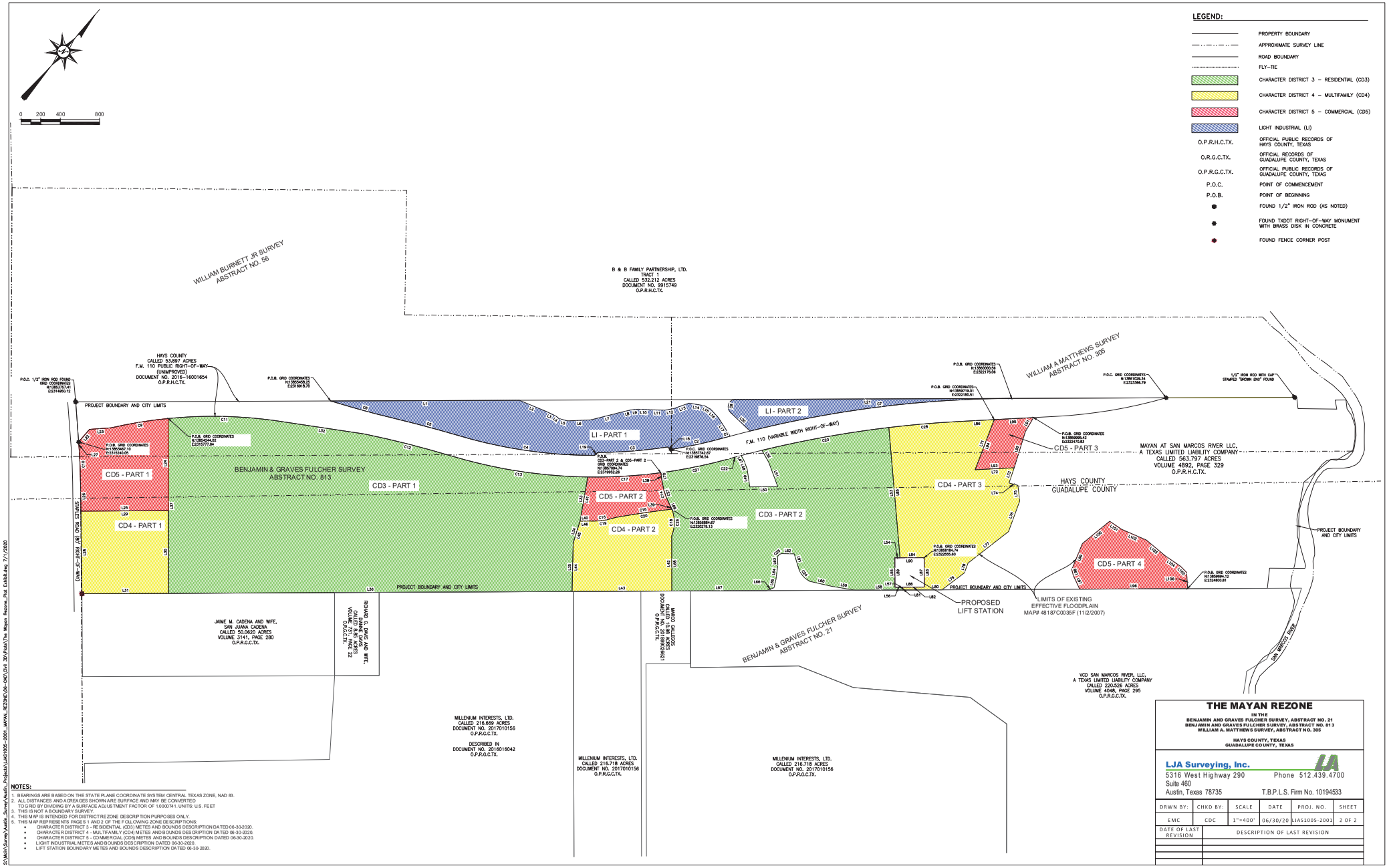
DATE: 04/06/2020
DESIGNED BY:
DRAWN BY: NB
CHECKED BY:
DRAWING NAME: Zoning Exhibit_Revised.dwg

LJA Engineering, Inc.
1100 NE Loop 410
Suite 850
San Antonio, Texas 78209
Phone 210.503.2700
Fax 210.503.2749
TBPE Reg. No. F-1386

JOB NUMBER: SA193-426

SHEET NO. 1
OF 1 SHEETS

I:\SA193 Mayan at San Marcos\SA425 Mayan Subdivision\Civil Site Development Plans\Q96C-Exhibit\Zoning Exhibit_Revised.dwg
User: Nathan Bellah
Last Modified: Jan. 20, 20 - 13:13
Plot Date/Time: Jul. 13, 20 - 10:10



NOTES:

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM CENTRAL TEXAS ZONE, NAD 83.
2. ALL DISTANCES AND ACREAGES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.0000741. UNITS: U.S. FEET
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS MAP IS INTENDED FOR DISTRICT REZONE DESCRIPTION PURPOSES ONLY.
5. THIS MAP REPRESENTS PAGES 1 AND 2 OF THE FOLLOWING ZONE DESCRIPTIONS:
   - CHARACTER DISTRICT 3 - RESIDENTIAL (CD3) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - CHARACTER DISTRICT 4 - MULTIFAMILY (CD4) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - CHARACTER DISTRICT 5 - COMMERCIAL (CD5) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - LIGHT INDUSTRIAL METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - LIFT STATION BOUNDARY METES AND BOUNDS DESCRIPTION DATED 06-30-2020.

THE MAYAN REZONE

IN THE
BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 21
BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 813
WILLIAM A. MATTHEWS SURVEY, ABSTRACT NO. 305

HAYS COUNTY, TEXAS
GUADALUPE COUNTY, TEXAS

LJA Surveying, Inc.
5316 West Highway 290
Suite 460
Austin, Texas 78735
Phone 512.439.4700
T.B.P.L.S. Firm No. 10194533

DRWN BY:	CHKD BY:	SCALE	DATE	PROJ. NO.	SHEET
EMC	CDC	1"=400'	06/30/20	LJAS1005-2001	2 OF 2

DATE OF LAST REVISION	DESCRIPTION OF LAST REVISION

S:\Work\Survey\Austin_Survey\Austin_Projects\LJAS1005-2001_MAYAN_REZONE\08-CAD\Civil 3D\Plats\The Mayan Rezone_Plat Exhibit.dwg 7/1/2020

CD3 – PART 1 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L32	N57°54'51"E	870.57'
L33	S30°40'06"E	458.24'
L34	S23°12'13"E	231.61'
L35	S39°20'19"E	496.08'
L36	S49°07'28"W	4114.99'
L37	N40°45'42"W	940.79'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C11	1144.874	4632.000	14°09'42"	N50°50'00"E	1141.96
C12	918.636	10990.000	4°47'21"	N63°37'19"E	918.37
C13	1407.056	5110.000	15°46'36"	N58°07'37"E	1402.62

CD3 – PART 2 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L47	S71°35'49"E	51.89'
L48	S61°21'41"E	97.53'
L49	S48°55'04"E	185.91'
L50	N48°33'29"E	285.39'
L51	N60°57'46"W	260.95'
L52	N70°06'45"W	143.14'
L53	S45°32'31"E	1334.51'
L54	S49°14'18"W	53.37'
L55	S40°45'42"E	300.02'
L56	N49°14'18"E	78.46'
L57	S45°32'31"E	28.55'
L58	S49°07'28"W	485.78'
L59	S58°50'30"W	244.60'
L60	S62°03'42"W	225.66'
L61	N57°53'58"W	130.53'
L62	S50°17'42"W	129.27'
L63	S43°21'28"E	80.86'
L64	S33°11'43"E	149.74'
L65	S27°01'01"E	87.04'
L66	S28°42'09"W	82.91'
L67	S49°07'28"W	965.00'
L68	N40°45'42"W	562.59'
L69	N65°57'47"W	32.38'
L70	N47°59'08"W	77.76'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C21	706.696	5110.000	7°55'26"	N37°53'25"E	706.13
C22	131.124	10990.000	0°41'01"	N34°16'13"E	131.12
C23	1315.483	10990.000	6°51'30"	N39°10'58"E	1314.70
C24	205.267	224.234	52°26'58"	N78°40'09"W	198.17
C25	55.538	49.900	63°46'10"	S10°01'38"W	52.72
C26	278.659	373.627	42°43'57"	N40°13'28"W	272.24
C27	281.618	770.725	20°56'08"	N58°50'07"W	280.05

CD4 – PART 1 LINE TABLE

Line Table		
Line #	Bearing	Length
L28	N41°21'04"W	843.29'
L29	N49°07'28"E	893.28'
L30	S40°45'42"E	843.26'
L31	S49°07'28"W	884.61'

CD4 – PART 2 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L42	S40°45'42"E	562.59'
L43	S49°07'28"W	1016.53'
L44	N39°20'19"W	496.08'
L45	N23°12'13"W	231.61'
L46	N48°11'21"E	97.07'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C18	278.659	373.627	42°43'57"	S40°13'28"E	272.24
C19	268.652	707.273	21°45'48"	N41°34'38"E	267.04
C20	581.181	9855.553	3°22'43"	N41°03'17"E	581.10

CD4 – PART 3 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L71	S19°40'40"E	547.44'
L72	N46°32'15"E	400.03'
L73	S21°47'22"E	163.38'
L74	N64°44'14"E	94.32'
L75	S47°01'56"E	161.57'
L76	S20°30'11"E	331.37'
L77	S11°34'07"W	523.34'
L78	S20°06'04"E	106.23'
L79	S12°14'11"W	286.70'
L80	S49°07'28"W	399.55'
L81	N45°32'31"W	28.55'
L82	N49°14'18"E	221.56'
L83	N40°45'42"W	300.02'
L84	S49°14'18"W	246.65'
L85	N45°32'31"W	1334.51'
L86	N46°24'19"E	350.98'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C28	727.641	10990.000	3°47'37"	N44°30'31"E	727.51

PROPOSED LIFT STATION LINE TABLE

Line Table		
Line #	Bearing	Length
L87	S40°45'42"E	300.02'
L88	S49°14'18"W	221.56'
L89	N40°45'42"W	300.02'
L90	N49°14'18"E	246.65'

LI – PART 1 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L1	N49°10'24"E	1925.25'
L2	N72°05'03"E	299.59'
L3	N74°46'40"E	108.12'
L4	N89°52'45"E	39.44'
L5	N64°09'35"E	90.85'
L6	N46°49'14"E	235.44'
L7	N35°19'08"E	331.75'
L8	N36°08'22"E	90.92'
L9	N43°29'42"E	73.77'
L10	N52°00'06"E	114.50'
L11	N51°18'05"E	158.56'
L12	N38°41'51"E	94.30'
L13	N29°54'36"E	162.95'
L14	N58°37'53"E	158.19'
L15	N78°28'41"E	71.84'
L16	S83°25'51"E	119.32'
L17	S73°02'48"E	223.87'
L18	S85°17'04"W	42.56'
L19	S04°27'07"W	42.56'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	76.169	11210.000	0°23'22"	S34°07'24"W	76.17
C2	542.452	4860.000	6°23'42"	S37°06'24"W	542.17
C3	717.411	4860.000	8°27'28"	S44°52'05"W	716.76
C4	1413.728	4890.000	16°33'52"	S57°44'03"W	1408.81
C5	628.562	11210.000	3°12'46"	S64°24'36"W	628.48
C6	717.466	11052.000	3°43'10"	S64°39'49"W	717.34

LI – PART 2 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L20	N86°54'48"W	263.84'
L21	N49°10'24"E	2834.23'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C7	2697.865	11210.009	13°47'21"	S42°16'42"W	2691.36
C8	178.014	79.177	128°49'06"	N29°37'51"W	142.82

CD5 – PART 1 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L22	N00°07'28"E	169.59'
L23	N45°11'07"E	222.18'
L24	S40°45'42"E	940.79'
L25	S49°07'28"W	893.28'
L26	N41°21'04"W	300.48'
L27	N44°51'11"W	52.82'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C9	589.764	4632.000	7°17'42"	N40°06'18"E	589.37
C10	352.303	5767.278	3°30'00"	N43°06'04"W	352.25

CD5 – PART 2 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L38	S47°59'08"E	77.76'
L39	S65°57'47"E	32.38'
L40	S48°11'21"W	97.07'
L41	N30°40'06"W	458.24'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C14	281.618	770.725	20°56'08"	S58°50'07"E	280.05
C15	581.181	9855.553	3°22'43"	S41°03'17"W	581.10
C16	268.652	707.273	21°45'48"	S41°34'38"W	267.04
C17	747.962	5110.000	8°23'11"	N46°02'44"E	747.29

CD5 – PART 3 LINE TABLE

Line Table		
Line #	Bearing	Length
L91	S10°39'10"E	165.19'
L92	S23°27'29"E	386.34'
L93	S46°32'15"W	400.03'
L94	N19°40'40"W	547.44'
L95	N46°24'19"E	400.92'

CD5 – PART 4 LINE TABLE

Line Table		
Line #	Bearing	Length
L96	S49°07'28"W	1101.24'
L97	N65°57'58"W	152.79'
L98	N55°05'34"W	63.62'
L99	N18°22'18"W	287.89'
L100	N10°10'40"E	358.74'
L101	N83°26'00"E	146.21'
L102	N72°54'07"E	276.22'
L103	N89°16'20"E	248.87'
L104	N83°43'18"E	191.63'
L105	S85°51'24"E	87.58'
L106	S43°58'55"E	166.76'

NOTES:

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM CENTRAL TEXAS ZONE, NAD 83.
2. ALL DISTANCES AND ACREAGES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.0000741. UNITS: U.S. FEET
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS MAP IS INTENDED FOR DISTRICT REZONE DESCRIPTION PURPOSES ONLY.
5. THIS MAP REPRESENTS PAGES 1 AND 2 OF THE FOLLOWING ZONE DESCRIPTIONS:
   - CHARACTER DISTRICT 3 - RESIDENTIAL (CD3) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - CHARACTER DISTRICT 4 - MULTIFAMILY (CD4) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - CHARACTER DISTRICT 5 - COMMERCIAL (CD5) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - LIGHT INDUSTRIAL METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - LIFT STATION BOUNDARY METES AND BOUNDS DESCRIPTION DATED 06-30-2020.

GORDON N. ANDERSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6617

THE MAYAN REZONE

IN THE
BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 21
BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 813
WILLIAM A. MATTHEWS SURVEY, ABSTRACT NO. 305

HAYS COUNTY, TEXAS
GUADALUPE COUNTY, TEXAS

LJA Surveying, Inc.
5316 West Highway 290
Suite 460
Austin, Texas 78735
Phone 512.439.4700
T.B.P.L.S. Firm No. 10194533

DRWN BY:	CHKD BY:	SCALE	DATE	PROJ. NO.	SHEET
EMC	CDC	1"=400'	06/30/20	LJAS1005-2001	2 OF 2

DATE OF LAST REVISION	DESCRIPTION OF LAST REVISION

S:\Matt\Survey\Austin_Survey\Austin_Projects\LJAS1005-2001_MAYAN_REZONE\08-CAD\Civil 3D\Plats\The Mayan Rezone_Plat Exhibit.dwg 7/1/2020

LI-PART 1 - 30.380 ACRES (1,323,504 SQUARE FEET)

BEING A 30.380 ACRE TRACT OF LAND OUT OF THE BENJAMIN & GRAVES FULCHER SURVEY NO. 19, ABSTRACT NO. 813, THE WILLIAM BURNETT JR. SURVEY, ABSTRACT NO. 56, THE WILLIAM A. MATTHEWS SURVEY, ABSTRACT NO. 305, SITUATED IN HAYS COUNTY, TEXAS, AND BEING OUT OF A CALLED 563.797 ACRE TRACT OF LAND CONVEYED IN DEED TO MAYAN AT SAN MARCOS RIVER, LLC, A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN VOLUME 4892, PAGE 329, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.); SAID 30.380 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A 1/2 INCH IRON ROD FOUND WHICHNBEARS SOUTH 49 DEGREES 10 MINUTES 24 SECONDS WEST OF THE NORTHEAST RIGHT-OF-WAY LINE OF STAPLES ROAD (80-FOOT RIGHT-OF-WAY), THE WEST CORNER OF SAID 563.797 ACRE TRACT, SAME BEING THE WEST CORNER OF A CALLED 53.897 ACRE TRACT CONVEYED IN DEED TO HAYS COUNTY, RECORDED IN DOCUMENT NO. 2016-16001654, O.P.R.H.C.TX., SAME BEING THE SOUTH CORNER OF A CALLED 532.212 ACRE TRACT DESCRIBED AS TRACT 1, CONVEYED IN DEED TO B & B FAMILY PARTNERSHIP, LTD., RECORDED IN DOCUMENT NO. 9915746, O.P.R.H.C.TX., WITH GRID COORDINATES OF N: 13853757.83, E: 2314950.70;

THENCE NORTH 49 DEGREES 10 MINUTES 24 SECONDS EAST, WITH THE NORTHWEST LINE OF SAID 563.797, SAME BEING THE NORTHWEST LINE OF SAID 53.897 ACRE TRACT, A DISTANCE OF 2600.79 FEET TO POINT, FOR THE **POINT OF BEGINNING**, WITH GRID COORDINATES OF N: 13855458.03, E: 2316918.54;

THENCE NORTH 49 DEGREES 10 MINUTES 24 SECONDS EAST, WITH THE NORTHWEST LINE OF SAID 563.797 ACRE TRACT, A DISTANCE OF 1925.25 FEET TO A POINT;

THENCE OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES:

1) NORTH 72 DEGREES 05 MINUTES 03 SECONDS EAST, A DISTANCE OF 299.59 FEET TO A POINT,
2) NORTH 74 DEGREES 46 MINUTES 40 SECONDS EAST, A DISTANCE OF 108.12 FEET TO A POINT,
3) NORTH 89 DEGREES 52 MINUTES 45 SECONDS EAST, A DISTANCE OF 39.44 FEET TO A POINT,
4) NORTH 64 DEGREES 09 MINUTES 35 SECONDS EAST, A DISTANCE OF 90.85 FEET TO A POINT,
5) NORTH 46 DEGREES 49 MINUTES 14 SECONDS EAST, A DISTANCE OF 235.44 FEET TO A POINT,
6) NORTH 35 DEGREES 19 MINUTES 08 SECONDS EAST, A DISTANCE OF 331.75 FEET TO A POINT,
7) NORTH 36 DEGREES 08 MINUTES 22 SECONDS EAST, A DISTANCE OF 90.92 FEET TO A POINT,
8) NORTH 43 DEGREES 29 MINUTES 42 SECONDS EAST, A DISTANCE OF 73.77 FEET TO A POINT,

9) NORTH 52 DEGREES 00 MINUTES 06 SECONDS EAST, A DISTANCE OF 114.50 FEET TO A POINT,
10) NORTH 51 DEGREES 18 MINUTES 05 SECONDS EAST, A DISTANCE OF 158.56 FEET TO A POINT,
11) NORTH 38 DEGREES 41 MINUTES 51 SECONDS EAST, A DISTANCE OF 94.30 FEET TO A POINT,
12) NORTH 29 DEGREES 54 MINUTES 36 SECONDS EAST, A DISTANCE OF 162.95 FEET TO A POINT,
13) NORTH 58 DEGREES 37 MINUTES 53 SECONDS EAST, A DISTANCE OF 158.19 FEET TO A POINT,
14) NORTH 78 DEGREES 28 MINUTES 41 SECONDS EAST, A DISTANCE OF 71.84 FEET TO A POINT,
15) SOUTH 83 DEGREES 25 MINUTES 51 SECONDS EAST, A DISTANCE OF 119.32 FEET TO A POINT, AND
16) SOUTH 73 DEGREES 02 MINUTES 48 SECONDS EAST, A DISTANCE OF 223.87 FEET TO A POINT ON THE NORTHWEST LINE OF SAID 53.897 ACRE TRACT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH THE NORTHWEST LINE OF SAID 53.897 ACRE TRACT THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 76.17 FEET, A RADIUS OF 11210.00 FEET, A DELTA ANGLE OF 00 DEGREES 23 MINUTES 22 SECONDS, AND CHORD THAT BEARS SOUTH 34 DEGREES 07 MINUTES 24 SECONDS WEST, A DISTANCE 76.17 FEET TO A POINT OF CURVE TO THE RIGHT,
2) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 542.45 FEET, A RADIUS OF 4860.00 FEET, A DELTA ANGLE OF 06 DEGREES 21 MINUTES 42 SECONDS, AND CHORD THAT BEARS SOUTH 37 DEGREES 06 MINUTES 24 SECONDS WEST, A DISTANCE 542.17 FEET TO A TXDOT MONUMENT WITH BRASS DISK,
3) SOUTH 85 DEGREES 17 MINUTES 04 SECONDS WEST, A DISTANCE OF 42.56 FEET TO A POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT,
4) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 717.41 FEET, A RADIUS OF 4860.00 FEET, A DELTA ANGLE OF 08 DEGREES 27 MINUTES 28 SECONDS, AND CHORD THAT BEARS SOUTH 44 DEGREES 52 MINUTES 05 SECONDS WEST, A DISTANCE 716.76 FEET TO A POINT CONTINUING ALONG A CURVE TO THE RIGHT,
5) SOUTH 04 DEGREES 27 MINUTES 07 SECONDS WEST, A DISTANCE OF 42.56 FEET TO A POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT,
6) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 1413.73 FEET, A RADIUS OF 4890.00 FEET, A DELTA ANGLE OF 16 DEGREES 33 MINUTES 52 SECONDS, AND CHORD THAT BEARS SOUTH 57 DEGREES 44 MINUTES 03 SECONDS WEST, A DISTANCE 1408.81 FEET TO A POINT CONTINUING ALONG A CURVE TO THE LEFT,

7) WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 628.56 FEET, A RADIUS OF 11210.00 FEET, A DELTA ANGLE OF 03 DEGREES 12 MINUTES 46 SECONDS, AND CHORD THAT BEARS SOUTH 64 DEGREES 24 MINUTES 36 SECONDS WEST, A DISTANCE 628.48 FEET TO A POINT CONTINUING ALONG A CURVE TO THE RIGHT, AND
8) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 717.47 FEET, A RADIUS OF 11052.00 FEET, A DELTA ANGLE OF 03 DEGREES 43 MINUTES 30 SECONDS, AND CHORD THAT BEARS SOUTH 64 DEGREES 39 MINUTES 55 SECONDS WEST, A DISTANCE 717.34 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 30.380 ACRES OF LAND, MORE OR LESS.

LI-PART 2 - 7.639 ACRES (332,768 SQUARE FEET)

BEING A 7.639 ACRE TRACT OF LAND OUT OF THE WILLIAM A. MATTHEWS SURVEY, ABSTRACT NO. 305, SITUATED IN HAYS COUNTY, TEXAS, AND BEING OUT OF A CALLED 563.797 ACRE TRACT OF LAND CONVEYED IN DEED TO MAYAN AT SAN MARCOS RIVER, LLC, A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN VOLUME 4892, PAGE 329, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.); SAID 7.639 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A TXDOT MONUMENT WITH BRASS DISK FOUND ON THE NORTHWEST LINE OF SAID 563.797 ACRE TRACT, SAME BEING THE SOUTHEAST LINE OF A CALLED 532.212 ACRE TRACT DESCRIBED AS TRACT 1, CONVEYED IN DEED TO B & B FAMILY PARTNERSHIP, LTD., RECORDED IN DOCUMENT NO. 9915746, O.P.R.H.C.TX., FOR THE NORTHEAST CORNER OF A CALLED 53.897 ACRE TRACT CONVEYED IN DEED TO HAYS COUNTY, RECORDED IN DOCUMENT NO. 2016-16001654, O.P.R.H.C.TX., WITH GRID COORDINATES OF N: 13861029.40, E 2323366.95, THENCE SOUTH 49 DEGREES 10 MINUTES 24 SECONDS WEST, WITH THE NORTHWEST LINE OF SAID 563.797, SAME BEING THE SOUTHEAST LINE OF SAID 532.212 ACRE TRACT, A DISTANCE OF 1575.00 FEET TO POINT, FOR THE **POINT OF BEGINNING**, WITH GRID COORDINATES OF N: 13860000.00, E: 2322175.51, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH THE NORTHWEST LINE OF SAID 53.897 ACRE TRACT, BEING SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 2698.57 FEET, A RADIUS OF 11210.00 FEET, A DELTA ANGLE OF 13 DEGREES 47 MINUTES 34 SECONDS, AND CHORD THAT BEARS SOUTH 42 DEGREES 16 MINUTES 49 SECONDS WEST, A DISTANCE 2692.06 FEET TO A POINT,

THENCE DEPARTING THE NORTHWEST LINE OF SAID 53.897 ACRE TRACT, OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) NORTH 86 DEGREES 54 MINUTES 48 SECONDS WEST, A DISTANCE 263.84 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT, AND

2) BEING SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 178.01 FEET, A RADIUS OF 79.18 FEET, A DELTA ANGLE OF 128 DEGREES 49 MINUTES 06 SECONDS, AND CHORD THAT BEARS NORTH 29 DEGREES 37 MINUTES 51 SECONDS WEST, A DISTANCE 142.82 FEET TO A POINT ON THE NORTHWEST LINE OF SAID 563.797 ACRE TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS SOUTH 49 DEGREES 10 MINUTES 24 SECONDS WEST A DISTANCE OF 6715.18 FEET;

THENCE NORTH 49 DEGREES 10 MINUTES 24 SECONDS EAST, A DISTANCE 2834.94 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 7.639 ACRES OF LAND, MORE OR LESS.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, South Central Zone, NAD83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.0000741. Units: U.S. Survey Feet.

I hereby certify that this legal description and the accompanying plat of even date represents the facts found during the course of an actual survey made on the ground under my supervision.

06/30/2020

Gordon Anderson, RPLS No. 6617
LJA Surveying, Inc.
5316 Highway 290 West, Suite 460
Austin, Texas 78735
Texas Firm No. 10194533

Issue Date : 6/26/2020

TAX CERTIFICATE

Office of Daryl John Tax Assessor-Collector

Guadalupe Tax Office
307 W. Court
Seguin, TX 78155
Ph: (830) 379-2315 Fax: (830) 372-9940

This certificate includes tax years up to 2019

Entities to which this certificate applies:

RLT - Lateral Roads

GGU - Guadalupe County

Property Information

Property ID : 2G0021-0000-03200-0-00
Quick-Ref ID : R25912

FM 621

ABS: 21 SUR: B & G
FULCHER 277.4150 AC.

Value Information

Land HS	:	$0.00
Land NHS	:	$0.00
Imp HS	:	$0.00
Imp NHS	:	$3,834.00
Ag Mkt	:	$2,217,794.00
Ag Use	:	$20,806.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$24,640.00

Owner Information

Owner ID : O0165051

MAYAN AT SAN MARCOS RIVER LLC
22711 FOSSIL PEAK
SAN ANTONIO, TX 78261

Ownership: 100.00%

This is to certify that after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code Section 33.48 are due on the described property for the following taxing unit(s)

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
GGU	2019	81.78	0.00	0.00	0.00	0.00
RLT	2019	12.32	0.00	0.00	0.00	0.00

Total for current bills if paid by 6/30/2020 : $0.00
Total due on all bills 6/30/2020 : $0.00
2019 taxes paid for entity GGU $81.78
2019 taxes paid for entity RLT $12.32
2019 Total Taxes Paid : $94.10
Date of Last Payment : 12/30/19

If applicable, the above-described property has / is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate.].

Signature of Authorized Officer of the Tax Office

Date of Issue : 06/26/2020
Requestor : MAYAN AT SAN MARCOS RIVER LLC
Receipt : SC-2020-143058
Fee Paid : $10.00
Payer : MAYAN AT SAN MARCOS RIVER LLC

TAX RECEIPT

Guadalupe County Tax Office
Daryl John Tax Assessor/Collector
P.O. Box 70 (307 W. Court)
Seguin, TX 78155
830 379-2315

Receipt Number: **SC-2020-143058**

Payor:	MAYAN AT SAN MARCOS RIVER LLC (O0165051) 22711 FOSSIL PEAK SAN ANTONIO, TX 78261	Owner:	MAYAN AT SAN MARCOS RIVER LLC (O0165051) 22711 FOSSIL PEAK SAN ANTONIO, TX 78261

Quick Ref ID:	R25912	Property:	2G0021-0000-03200-0-00
Owner:	MAYAN AT SAN MARCOS RIVER LLC (O0165051) - 100%	Legal Description:	ABS: 21 SUR: B & G FULCHER 277.4150 AC.
Owner Address:	22711 FOSSIL PEAK SAN ANTONIO, TX 78261	Situs Address:	FM 621

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00

Total Payment Amount	**10.00**
Credit Card Tendered	10.00
Total Tendered	**10.00**
Remaining Balance Due, including other fees, as of 6/26/2020	**0.00**

Date Paid: 06/26/2020
Effective Date: 06/26/2020
Station: lindaw
Cashier:

Issue Date : 6/26/2020

TAX CERTIFICATE

Jenifer OKane Tax Assessor-Collector, Hays County

712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2019

Entities to which this certificate applies:

RSP - Special Road Dist
CSM - City Of San Marcos
SSM - San Marcos CISD
GHA - Hays County

Property Information

Property ID : 10-0813-0001-00000-3
Quick-Ref ID : R92442

FM 621 SAN MARCOS, TX 78666

A0813 B & G FULCHER SURVEY, ACRES 103.1999

Value Information

Land HS	:	$0.00
Land NHS	:	$0.00
Imp HS	:	$0.00
Imp NHS	:	$0.00
Ag Mkt	:	$686,270.00
Ag Use	:	$11,570.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$11,570.00

Owner Information

Owner ID : O0178516

MAYAN AT SAN MARCOS RIVER LLC
22711 FOSSIL PEAK
SAN ANTONIO, TX 78261

Ownership: 100.00%

This is to certify that after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code Section 33.48 are due on the described property for the following taxing unit(s)

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
SSM	2019	152.02	0.00	0.00	0.00	0.00
RSP	2019	3.91	0.00	0.00	0.00	0.00
GHA	2019	45.12	0.00	0.00	0.00	0.00
CSM	2019	71.03	0.00	0.00	0.00	0.00

Total for current bills if paid by 6/30/2020 : $0.00
Total due on all bills 6/30/2020 : $0.00

2019 taxes paid for entity SSM $152.02
2019 taxes paid for entity RSP $3.91
2019 taxes paid for entity GHA $45.12
2019 taxes paid for entity CSM $71.03

2019 Total Taxes Paid : $272.08
Date of Last Payment : 01/02/20

If applicable, the above-described property has / is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate.].

Signature of Authorized Officer of the Tax Office

Date of Issue	:	06/26/2020
Requestor	:	MAYAN AT SAN MARCOS RIVER LLC
Receipt	:	SM-2020-1263550
Fee Paid	:	$10.00
Payer	:	MAYAN AT SAN MARCOS RIVER LLC

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REPRINTED TAX RECEIPT

Jenifer OKane Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2020-1222701**

Payor: Todd Burek ()
22711 FOSSIL PEAK
SAN ANTONIO, TX 78261

Owner: MAYAN AT SAN MARCOS RIVER LLC
(O0178516)
22711 FOSSIL PEAK
SAN ANTONIO, TX 78261

Quick Ref ID: R92442
Owner: MAYAN AT SAN MARCOS RIVER LLC (O0178516) - 100%
Owner Address: 22711 FOSSIL PEAK SAN ANTONIO, TX 78261

Property: 10-0813-0001-00000-3
Legal Description: A0813 B & G FULCHER SURVEY, ACRES 103.1999
Situs Address: FM 621 SAN MARCOS, TX 78666

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2019					
San Marcos CISD	11,570	1.313900	152.02	152.02	152.02
Special Road Dist	11,570	0.033800	3.91	3.91	3.91
Hays County	11,570	0.389900	45.12	45.12	45.12
City Of San Marcos	11,570	0.613900	71.03	71.03	71.03

Total Payment Amount	**272.08**
Internet Credit Cards (Ref # 6T7709504R758762W) Tendered	272.08
Total Tendered	**272.08**
Remaining Balance Due, including other fees, as of 6/26/2020	**0.00**

Date Paid: 01/02/2020
Effective Date: 12/27/2019
Station/Till: Vianna/Internet Payment's Till
Cashier:

TAX RECEIPT

Jenifer OKane Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2020-1263550**

Payor:	MAYAN AT SAN MARCOS RIVER LLC (O0178516) 22711 FOSSIL PEAK SAN ANTONIO, TX 78261	Owner:	MAYAN AT SAN MARCOS RIVER LLC (O0178516) 22711 FOSSIL PEAK SAN ANTONIO, TX 78261

Quick Ref ID:	R92442	Property:	10-0813-0001-00000-3
Owner:	MAYAN AT SAN MARCOS RIVER LLC (O0178516) - 100%	Legal Description:	A0813 B & G FULCHER SURVEY, ACRES 103.1999
Owner Address:	22711 FOSSIL PEAK SAN ANTONIO, TX 78261	Situs Address:	FM 621 SAN MARCOS, TX 78666

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00
	Total Payment Amount	**10.00**
	Credit Card (Ref # 2105032700) Tendered	10.00
	Total Tendered	**10.00**
	Remaining Balance Due, including other fees, as of 6/26/2020	**0.00**

Date Paid: 06/26/2020
Effective Date: 06/26/2020
Station/Till: Glenda/Glenda's Till
Cashier:

Issue Date : 6/26/2020

TAX CERTIFICATE

Jenifer OKane Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2019

Entities to which this certificate applies:

RSP - Special Road Dist
CSM - City Of San Marcos
SSM - San Marcos CISD
GHA - Hays County

Property Information

Property ID : 10-0056-0002-00000-3
Quick-Ref ID : R13041

2801 FM 621 SAN MARCOS, TX 78666

A0056 WILLIAM BURNETT JR SURVEY, TRACT PT 6, ACRES 26.7636, (1.00 AC RES)

Value Information

Land HS	:	$0.00
Land NHS	:	$6,650.00
Imp HS	:	$0.00
Imp NHS	:	$1,000.00
Ag Mkt	:	$171,330.00
Ag Use	:	$2,890.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$10,540.00

Owner Information

Owner ID : O0178516

MAYAN AT SAN MARCOS RIVER LLC
22711 FOSSIL PEAK
SAN ANTONIO, TX 78261

Ownership: 100.00%

This is to certify that after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code Section 33.48 are due on the described property for the following taxing unit(s)

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
SSM	2019	138.49	0.00	0.00	0.00	0.00
RSP	2019	3.56	0.00	0.00	0.00	0.00
GHA	2019	41.09	0.00	0.00	0.00	0.00
CSM	2019	64.71	0.00	0.00	0.00	0.00

Total for current bills if paid by 6/30/2020 : $0.00
Total due on all bills 6/30/2020 : $0.00

2019 taxes paid for entity SSM $138.49
2019 taxes paid for entity RSP $3.56
2019 taxes paid for entity GHA $41.09
2019 taxes paid for entity CSM $64.71

2019 Total Taxes Paid : $247.85
Date of Last Payment : 01/02/20

If applicable, the above-described property has / is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate.].

Signature of Authorized Officer of the Tax Office

Date of Issue	:	06/26/2020
Requestor	:	MAYAN AT SAN MARCOS RIVER LLC
Receipt	:	SM-2020-1263547
Fee Paid	:	$10.00
Payer	:	MAYAN AT SAN MARCOS RIVER LLC

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REPRINTED TAX RECEIPT

Jenifer OKane Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2020-1222675**

Payor: Todd Burek ()
22711 FOSSIL PEAK
SAN ANTONIO, TX 78261

Owner: MAYAN AT SAN MARCOS RIVER LLC
(O0178516)
22711 FOSSIL PEAK
SAN ANTONIO, TX 78261

Quick Ref ID:	R13041	Property:	10-0056-0002-00000-3
Owner:	MAYAN AT SAN MARCOS RIVER LLC (O0178516) - 100%	Legal Description:	A0056 WILLIAM BURNETT JR SURVEY, TRACT PT 6, ACRES 26.7636, (1.00 ACRES)
Owner Address:	22711 FOSSIL PEAK SAN ANTONIO, TX 78261	Situs Address:	2801 FM 621 SAN MARCOS, TX 78666

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2019					
San Marcos CISD	10,540	1.313900	138.49	138.49	138.49
Special Road Dist	10,540	0.033800	3.56	3.56	3.56
Hays County	10,540	0.389900	41.09	41.09	41.09
City Of San Marcos	10,540	0.613900	64.71	64.71	64.71

Total Payment Amount	**247.85**
Internet Credit Cards (Ref # 6T7709504R758762W) Tendered	247.85
Total Tendered	**247.85**
Remaining Balance Due, including other fees, as of 6/26/2020	**0.00**

Date Paid: 01/02/2020
Effective Date: 12/27/2019
Station/Till: Vianna/Internet Payment's Till
Cashier:

TAX RECEIPT

Jenifer OKane Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2020-1263547**

Payor:	MAYAN AT SAN MARCOS RIVER LLC (O0178516) 22711 FOSSIL PEAK SAN ANTONIO, TX 78261	Owner:	MAYAN AT SAN MARCOS RIVER LLC (O0178516) 22711 FOSSIL PEAK SAN ANTONIO, TX 78261

Quick Ref ID:	R13041	Property:	10-0056-0002-00000-3
Owner:	MAYAN AT SAN MARCOS RIVER LLC (O0178516) - 100%	Legal Description:	A0056 WILLIAM BURNETT JR SURVEY, TRACT PT 6, ACRES 26.7636, (1.00 ACRES)
Owner Address:	22711 FOSSIL PEAK SAN ANTONIO, TX 78261	Situs Address:	2801 FM 621 SAN MARCOS, TX 78666

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00
	Total Payment Amount	**10.00**
	Credit Card (Ref # 2105032700) Tendered	10.00
	Total Tendered	**10.00**
	Remaining Balance Due, including other fees, as of 6/26/2020	**0.00**

Date Paid: 06/26/2020
Effective Date: 06/26/2020
Station/Till: Glenda/Glenda's Till
Cashier:

Issue Date : 6/26/2020

TAX CERTIFICATE

Jenifer OKane Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2019

Entities to which this certificate applies:

RSP - Special Road Dist
CSM - City Of San Marcos
SSM - San Marcos CISD
GHA - Hays County

Property Information

Property ID : 10-0305-0003-00000-3
Quick-Ref ID : R16386

FM 621 SAN MARCOS, TX 78666

A0305 W A MATTHEWS SURVEY, ACRES 52.0043

Value Information

Land HS	:	$0.00
Land NHS	:	$0.00
Imp HS	:	$0.00
Imp NHS	:	$0.00
Ag Mkt	:	$345,820.00
Ag Use	:	$5,830.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$5,830.00

Owner Information

Owner ID : O0178516

MAYAN AT SAN MARCOS RIVER LLC
22711 FOSSIL PEAK
SAN ANTONIO, TX 78261

Ownership: 100.00%

This is to certify that after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code Section 33.48 are due on the described property for the following taxing unit(s)

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
SSM	2019	76.60	0.00	0.00	0.00	0.00
RSP	2019	1.97	0.00	0.00	0.00	0.00
GHA	2019	22.73	0.00	0.00	0.00	0.00
CSM	2019	35.79	0.00	0.00	0.00	0.00

Total for current bills if paid by 6/30/2020 : $0.00
Total due on all bills 6/30/2020 : $0.00
2019 taxes paid for entity SSM $76.60
2019 taxes paid for entity RSP $1.97
2019 taxes paid for entity GHA $22.73
2019 taxes paid for entity CSM $35.79
2019 Total Taxes Paid : $137.09
Date of Last Payment : 01/02/20

If applicable, the above-described property has / is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate.].

Signature of Authorized Officer of the Tax Office

Date of Issue	:	06/26/2020
Requestor	:	MAYAN AT SAN MARCOS RIVER LLC
Receipt	:	SM-2020-1263548
Fee Paid	:	$10.00
Payer	:	MAYAN AT SAN MARCOS RIVER LLC

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REPRINTED TAX RECEIPT

Jenifer OKane Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2020-1222688**

Payor: Todd Burek ()
22711 FOSSIL PEAK
SAN ANTONIO, TX 78261

Owner: MAYAN AT SAN MARCOS RIVER LLC
(O0178516)
22711 FOSSIL PEAK
SAN ANTONIO, TX 78261

Quick Ref ID:	R16386	Property:	10-0305-0003-00000-3
Owner:	MAYAN AT SAN MARCOS RIVER LLC (O0178516) - 100%	Legal Description:	A0305 W A MATTHEWS SURVEY, ACRES 52.0043
Owner Address:	22711 FOSSIL PEAK SAN ANTONIO, TX 78261	Situs Address:	FM 621 SAN MARCOS, TX 78666

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2019					
San Marcos CISD	5,830	1.313900	76.60	76.60	76.60
Special Road Dist	5,830	0.033800	1.97	1.97	1.97
Hays County	5,830	0.389900	22.73	22.73	22.73
City Of San Marcos	5,830	0.613900	35.79	35.79	35.79

Total Payment Amount	**137.09**
Internet Credit Cards (Ref # 6T7709504R758762W) Tendered	137.09
Total Tendered	**137.09**
Remaining Balance Due, including other fees, as of 6/26/2020	**0.00**

Date Paid: 01/02/2020
Effective Date: 12/27/2019
Station/Till: Vianna/Internet Payment's Till
Cashier:

TAX RECEIPT

Jenifer OKane Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2020-1263548**

Payor:	MAYAN AT SAN MARCOS RIVER LLC (O0178516) 22711 FOSSIL PEAK SAN ANTONIO, TX 78261	Owner:	MAYAN AT SAN MARCOS RIVER LLC (O0178516) 22711 FOSSIL PEAK SAN ANTONIO, TX 78261

Quick Ref ID:	R16386	Property:	10-0305-0003-00000-3
Owner:	MAYAN AT SAN MARCOS RIVER LLC (O0178516) - 100%	Legal Description:	A0305 W A MATTHEWS SURVEY, ACRES 52.0043
Owner Address:	22711 FOSSIL PEAK SAN ANTONIO, TX 78261	Situs Address:	FM 621 SAN MARCOS, TX 78666

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00

Total Payment Amount	**10.00**
Credit Card (Ref # 2105032700) Tendered	10.00
Total Tendered	**10.00**
Remaining Balance Due, including other fees, as of 6/26/2020	**0.00**

Date Paid: 06/26/2020
Effective Date: 06/26/2020
Station/Till: Glenda/Glenda's Till
Cashier:

Issue Date : 6/26/2020

TAX CERTIFICATE

Jenifer OKane Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2019

Entities to which this certificate applies:

RSP - Special Road Dist
CSM - City Of San Marcos
SSM - San Marcos CISD
GHA - Hays County

Property Information

Property ID : 10-0305-0003-00002-3
Quick-Ref ID : R151618

FM 110 SAN MARCOS, TX 78666

A0305 A0305 - W A MATTHEWS SURVEY, ACRES 14.6596

Value Information

Land HS	:	$0.00
Land NHS	:	$0.00
Imp HS	:	$0.00
Imp NHS	:	$0.00
Ag Mkt	:	$120,250.00
Ag Use	:	$1,640.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$1,640.00

Owner Information

Owner ID : O0178516

MAYAN AT SAN MARCOS RIVER LLC
22711 FOSSIL PEAK
SAN ANTONIO, TX 78261

Ownership: 100.00%

This is to certify that after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code Section 33.48 are due on the described property for the following taxing unit(s)

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
SSM	2019	21.55	0.00	0.00	0.00	0.00
RSP	2019	0.55	0.00	0.00	0.00	0.00
GHA	2019	6.39	0.00	0.00	0.00	0.00
CSM	2019	10.06	0.00	0.00	0.00	0.00

Total for current bills if paid by 6/30/2020 : $0.00
Total due on all bills 6/30/2020 : $0.00
2019 taxes paid for entity SSM $21.55
2019 taxes paid for entity RSP $0.55
2019 taxes paid for entity GHA $6.39
2019 taxes paid for entity CSM $10.06
2019 Total Taxes Paid : $38.55
Date of Last Payment : 01/02/20

If applicable, the above-described property has / is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate.].

Signature of Authorized Officer of the Tax Office

Date of Issue	:	06/26/2020
Requestor	:	MAYAN AT SAN MARCOS RIVER LLC
Receipt	:	SM-2020-1263549
Fee Paid	:	$10.00
Payer	:	MAYAN AT SAN MARCOS RIVER LLC

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REPRINTED TAX RECEIPT

Jenifer OKane Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2020-1222652**

Payor: Todd Burek ()
22711 FOSSIL PEAK
SAN ANTONIO, TX 78261

Owner: MAYAN AT SAN MARCOS RIVER LLC
(O0178516)
22711 FOSSIL PEAK
SAN ANTONIO, TX 78261

Quick Ref ID:	R151618	Property:	10-0305-0003-00002-3
Owner:	MAYAN AT SAN MARCOS RIVER LLC (O0178516) - 100%	Legal Description:	A0305 A0305 - W A MATTHEWS SURVEY, ACRES 14.6596
Owner Address:	22711 FOSSIL PEAK SAN ANTONIO, TX 78261	Situs Address:	FM 110 SAN MARCOS, TX 78666

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2019					
San Marcos CISD	1,640	1.313900	21.55	21.55	21.55
Special Road Dist	1,640	0.033800	0.55	0.55	0.55
Hays County	1,640	0.389900	6.39	6.39	6.39
City Of San Marcos	1,640	0.613900	10.06	10.06	10.06

Total Payment Amount	**38.55**
Internet Credit Cards (Ref # 6T7709504R758762W) Tendered	38.55
Total Tendered	**38.55**
Remaining Balance Due, including other fees, as of 6/26/2020	**0.00**

Date Paid: 01/02/2020
Effective Date: 12/27/2019
Station/Till: Vianna/Internet Payment's Till
Cashier:

TAX RECEIPT

Jenifer OKane Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2020-1263549**

Payor:	MAYAN AT SAN MARCOS RIVER LLC (O0178516) 22711 FOSSIL PEAK SAN ANTONIO, TX 78261	Owner:	MAYAN AT SAN MARCOS RIVER LLC (O0178516) 22711 FOSSIL PEAK SAN ANTONIO, TX 78261

Quick Ref ID:	R151618	Property:	10-0305-0003-00002-3
Owner:	MAYAN AT SAN MARCOS RIVER LLC (O0178516) - 100%	Legal Description:	A0305 A0305 - W A MATTHEWS SURVEY, ACRES 14.6596
Owner Address:	22711 FOSSIL PEAK SAN ANTONIO, TX 78261	Situs Address:	FM 110 SAN MARCOS, TX 78666

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00
	Total Payment Amount	**10.00**
	Credit Card (Ref # 2105032700) Tendered	10.00
	Total Tendered	**10.00**
	Remaining Balance Due, including other fees, as of 6/26/2020	**0.00**

Date Paid: 06/26/2020
Effective Date: 06/26/2020
Station/Till: Glenda/Glenda's Till
Cashier:

Issue Date : 6/26/2020

TAX CERTIFICATE

Jenifer OKane Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2019

Entities to which this certificate applies:

RSP - Special Road Dist
CSM - City Of San Marcos
SSM - San Marcos CISD
GHA - Hays County

Property Information

Property ID : 10-0056-0002-00002-3
Quick-Ref ID : R151617

FM 110 SAN MARCOS, TX 78666

A0056 A0056 - WILLIAM BURNETT JR SURVEY, TRACT PT 6, ACRES 35.3146

Value Information

Land HS	:	$0.00
Land NHS	:	$0.00
Imp HS	:	$0.00
Imp NHS	:	$0.00
Ag Mkt	:	$289,670.00
Ag Use	:	$3,960.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$3,960.00

Owner Information

Owner ID : O0178516

MAYAN AT SAN MARCOS RIVER LLC
22711 FOSSIL PEAK
SAN ANTONIO, TX 78261

Ownership: 100.00%

This is to certify that after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code Section 33.48 are due on the described property for the following taxing unit(s)

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
SSM	2019	52.03	0.00	0.00	0.00	0.00
RSP	2019	1.34	0.00	0.00	0.00	0.00
GHA	2019	15.44	0.00	0.00	0.00	0.00
CSM	2019	24.31	0.00	0.00	0.00	0.00

Total for current bills if paid by 6/30/2020 : $0.00
Total due on all bills 6/30/2020 : $0.00
2019 taxes paid for entity SSM $52.03
2019 taxes paid for entity RSP $1.34
2019 taxes paid for entity GHA $15.44
2019 taxes paid for entity CSM $24.31
2019 Total Taxes Paid : $93.12
Date of Last Payment : 01/02/20

If applicable, the above-described property has / is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate.].

Signature of Authorized Officer of the Tax Office

Date of Issue	:	06/26/2020
Requestor	:	MAYAN AT SAN MARCOS RIVER LLC
Receipt	:	SM-2020-1263545
Fee Paid	:	$10.00
Payer	:	MAYAN AT SAN MARCOS RIVER LLC

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REPRINTED TAX RECEIPT

Jenifer OKane Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2020-1222655**

Payor: Todd Burek ()
22711 FOSSIL PEAK
SAN ANTONIO, TX 78261

Owner: MAYAN AT SAN MARCOS RIVER LLC
(O0178516)
22711 FOSSIL PEAK
SAN ANTONIO, TX 78261

Quick Ref ID:	R151617	Property:	10-0056-0002-00002-3
Owner:	MAYAN AT SAN MARCOS RIVER LLC (O0178516) - 100%	Legal Description:	A0056 A0056 - WILLIAM BURNETT JR SURVEY, TRACT PT 6, ACRES 35.3146
Owner Address:	22711 FOSSIL PEAK SAN ANTONIO, TX 78261	Situs Address:	FM 110 SAN MARCOS, TX 78666

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2019					
San Marcos CISD	3,960	1.313900	52.03	52.03	52.03
Special Road Dist	3,960	0.033800	1.34	1.34	1.34
Hays County	3,960	0.389900	15.44	15.44	15.44
City Of San Marcos	3,960	0.613900	24.31	24.31	24.31

Total Payment Amount	**93.12**
Internet Credit Cards (Ref # 6T7709504R758762W) Tendered	93.12
Total Tendered	**93.12**
Remaining Balance Due, including other fees, as of 6/26/2020	**0.00**

Date Paid: 01/02/2020
Effective Date: 12/27/2019
Station/Till: Vianna/Internet Payment's Till
Cashier:

TAX RECEIPT

Jenifer OKane Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2020-1263545**

Payor:	MAYAN AT SAN MARCOS RIVER LLC (O0178516) 22711 FOSSIL PEAK SAN ANTONIO, TX 78261	Owner:	MAYAN AT SAN MARCOS RIVER LLC (O0178516) 22711 FOSSIL PEAK SAN ANTONIO, TX 78261

Quick Ref ID:	R151617	Property:	10-0056-0002-00002-3
Owner:	MAYAN AT SAN MARCOS RIVER LLC (O0178516) - 100%	Legal Description:	A0056 A0056 - WILLIAM BURNETT JR SURVEY, TRACT PT 6, ACRES 35.3146
Owner Address:	22711 FOSSIL PEAK SAN ANTONIO, TX 78261	Situs Address:	FM 110 SAN MARCOS, TX 78666

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00
	Total Payment Amount	**10.00**
	Credit Card (Ref # 2105032700) Tendered	10.00
	Total Tendered	**10.00**
	Remaining Balance Due, including other fees, as of 6/26/2020	**0.00**

Date Paid: 06/26/2020
Effective Date: 06/26/2020
Station/Till: Glenda/Glenda's Till
Cashier:

Issue Date : 6/26/2020

TAX CERTIFICATE

Jenifer OKane Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

This certificate includes tax years up to 2019

Entities to which this certificate applies:

CSM-GU - CITY OF SAN MARCOS - GUADALUPE CO

SSM-GU - SAN MARCOS CISD - GUADALUPE CO

Property Information

Property ID : 2G0021-0000-03200-0-00
Quick-Ref ID : R55712

FM 621

ABS: 21 SUR: B & G FULCHER 277.4150 AC.

Value Information

Land HS	:	$0.00
Land NHS	:	$0.00
Imp HS	:	$0.00
Imp NHS	:	$3,834.00
Ag Mkt	:	$2,217,794.00
Ag Use	:	$20,806.00
Tim Mkt	:	$0.00
Tim Use	:	$0.00
HS Cap Adj	:	$0.00
Assessed	:	$24,640.00

Owner Information

Owner ID : O0178516

MAYAN AT SAN MARCOS RIVER LLC
22711 FOSSIL PEAK
SAN ANTONIO, TX 78261

Ownership: 100.00%

This is to certify that after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code Section 33.48 are due on the described property for the following taxing unit(s)

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
SSM-	2019	323.75	0.00	0.00	0.00	0.00
CSM-	2019	151.26	0.00	0.00	0.00	0.00

Total for current bills if paid by 6/30/2020 : $0.00
Total due on all bills 6/30/2020 : $0.00

2019 taxes paid for entity SSM-GU $323.75
2019 taxes paid for entity CSM-GU $151.26

2019 Total Taxes Paid : $475.01

Date of Last Payment : 01/02/20

If applicable, the above-described property has / is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate.].

Signature of Authorized Officer of the Tax Office

Date of Issue	:	06/26/2020
Requestor	:	MAYAN AT SAN MARCOS RIVER LLC
Receipt	:	SM-2020-1263546
Fee Paid	:	$10.00
Payer	:	MAYAN AT SAN MARCOS RIVER LLC

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REPRINTED TAX RECEIPT

Jenifer OKane Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2020-1222694**

Payor: Todd Burek ()
22711 FOSSIL PEAK
SAN ANTONIO, TX 78261

Owner: MAYAN AT SAN MARCOS RIVER LLC
(O0178516)
22711 FOSSIL PEAK
SAN ANTONIO, TX 78261

Quick Ref ID:	R55712	Property:	2G0021-0000-03200-0-00
Owner:	MAYAN AT SAN MARCOS RIVER LLC (O0178516) - 100%	Legal Description:	ABS: 21 SUR: B & G FULCHER 277.4150 AC.
Owner Address:	22711 FOSSIL PEAK SAN ANTONIO, TX 78261	Situs Address:	FM 621

Tax Year/Taxing Unit	Taxable Value	Tax Rate	Levy	Tax Paid	Amount Paid
2019					
SAN MARCOS CISD -	24,640	1.313900	323.75	323.75	323.75
CITY OF SAN	24,640	0.613900	151.26	151.26	151.26

Total Payment Amount	**475.01**
Internet Credit Cards (Ref # 6T7709504R758762W) Tendered	475.01
Total Tendered	**475.01**
Remaining Balance Due, including other fees, as of 6/26/2020	**0.00**

Date Paid: 01/02/2020
Effective Date: 12/27/2019
Station/Till: Vianna/Internet Payment's Till
Cashier:

TAX RECEIPT

Jenifer OKane Tax Assessor-Collector, Hays County
712 S. Stagecoach Trail
San Marcos, TX 78666
Ph: 512-393-5545 Fax: 512-393-5517

Receipt Number: **SM-2020-1263546**

Payor:	MAYAN AT SAN MARCOS RIVER LLC (O0178516) 22711 FOSSIL PEAK SAN ANTONIO, TX 78261	Owner:	MAYAN AT SAN MARCOS RIVER LLC (O0178516) 22711 FOSSIL PEAK SAN ANTONIO, TX 78261

Quick Ref ID:	R55712	Property:	2G0021-0000-03200-0-00
Owner:	MAYAN AT SAN MARCOS RIVER LLC (O0178516) - 100%	Legal Description:	ABS: 21 SUR: B & G FULCHER 277.4150 AC.
Owner Address:	22711 FOSSIL PEAK SAN ANTONIO, TX 78261	Situs Address:	FM 621

Schedule	Charge	Payment Amount
Tax Certificate	10.00	10.00
	Total Payment Amount	**10.00**
	Credit Card (Ref # 2105032700) Tendered	10.00
	Total Tendered	**10.00**
	Remaining Balance Due, including other fees, as of 6/26/2020	**0.00**

Date Paid: 06/26/2020
Effective Date: 06/26/2020
Station/Till: Glenda/Glenda's Till
Cashier:

Legislation Text

File #: Ord. 2020-64, **Version:** 1

AGENDA CAPTION:

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

Meeting date: September 1, 2020

Department: Planning & Development

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]

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 - Direct Growth, Compatible with Surrounding Uses

☐ Neighborhoods & Housing - Choose an item.

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

☒ Transportation - Safe, Well coordinated transportation system implemented in an environmentally sensitive

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manner

☐ 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 within City limits and was annexed in 2008. The property is currently vacant and is surrounded almost exclusively by vacant, rural/agricultural land as well as the San Marcos River along the northernmost extent of the subject tract and some existing residential and commercial uses in the Redwood community along the southernmost extent of the subject tract. In addition, FM 110 is proposed to be located adjacent to the subject property and right-of-way has already been dedicated in order to provide for the future construction of FM 110.

The purpose of this zoning change to “Character District-5” is to allow for the development of approximately 43 acres of mixed commercial and multi-family uses along the future FM 110 corridor.

The applicant is also requesting to rezone an additional approximate 337 acres in the vicinity of the future FM 110 corridor between Staples Road and the San Marcos River to CD-3 CD-4, and LI zoning. These requests are being considered as separate zoning requests (ZC-20-17, ZC-20-19, and ZC-20-20).

The City of San Marcos will provide wastewater services at the site and as the property is within the Crystal Clear CCN, Crystal Clear Special Utility District will provide water service. 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.

Council Committee, Board/Commission Action:

Planning and Zoning Commission Meeting: August 11, 2020

Speakers in favor or opposed:

1. David Earl (in favor)
2. Tory Hurt (in favor)

Recommendation from the Planning and Zoning Commission meeting:

Approved 9-0 with the alternate recommendation:

- Approval of requested CD-5 zoning with exclusion of the ~12.546-acre tract located within the regulatory floodway and Open Space Preferred Scenario map designation and referred to as “CD-5

Part 4" in the submitted metes & bounds.

Alternatives:

n/a

Recommendation:

The Development Code states that a request for Character District-5 zoning in an Area of Stability - Low Intensity designation should be "Considered" based on the criteria provided in Section 2.5.1.4. Requests for this zoning in Area of Stability-Open Space designations are "Not Preferred" and require additional scrutiny.

Although the proposed zoning change to Character District-5 is not compatible with surrounding existing uses (rural and agricultural land) the subject property's location abutting the proposed FM 110 San Marcos eastern loop may provide justification for support as it meets the intent of an "Employment Corridor" identified on the Preferred Scenario Map. FM 110 is identified as a major transportation network and will be initially funded by a Transportation Reinvestment Zone (TRZ) to capture a portion of the increased value of development occurring along the alignment. In addition, while the Comprehensive Plan envisions low intensity uses such as single family residential, bed and breakfasts, home offices, etc. in Low Intensity areas it also identifies mixed-use building types as appropriate at future nodes and corridors. While the interior street network of this development has not been identified at this time, the majority of the proposed CD-5 zoning is located along the FM-110 corridor.

A portion of the subject property is located within the regulatory floodway. This portion of the proposed CD-5 zoning district is also located within an Open Space designation on the Preferred Scenario Map which according to the Comprehensive Plan is suitable for limited residential, agricultural, preservation, or limited active recreation uses.

To help address concerns with the zoning district's lack of alignment with the purpose and intent of Open Space designations on the Preferred Scenario Map and its location within the floodway, staff offers the below **alternate recommendation** for the Council's consideration:

- Approval of requested CD-5 zoning with exclusion of the ~12.546-acre tract located within the regulatory floodway and Open Space Preferred Scenario designation.

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ZC-20-18 (The Mayan CD-5)

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 42.872 acres, more or less, out of the Benjamin & Graves Fulcher Survey, Abstract No. 813, the William A. Matthews Survey, Abstract No. 305, and the William Burnett Jr. Survey, Abstract No. 56, Hays County Texas, and the Benjamin & Graves Fulcher Survey, Abstract No. 21, Guadalupe County, Texas, 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

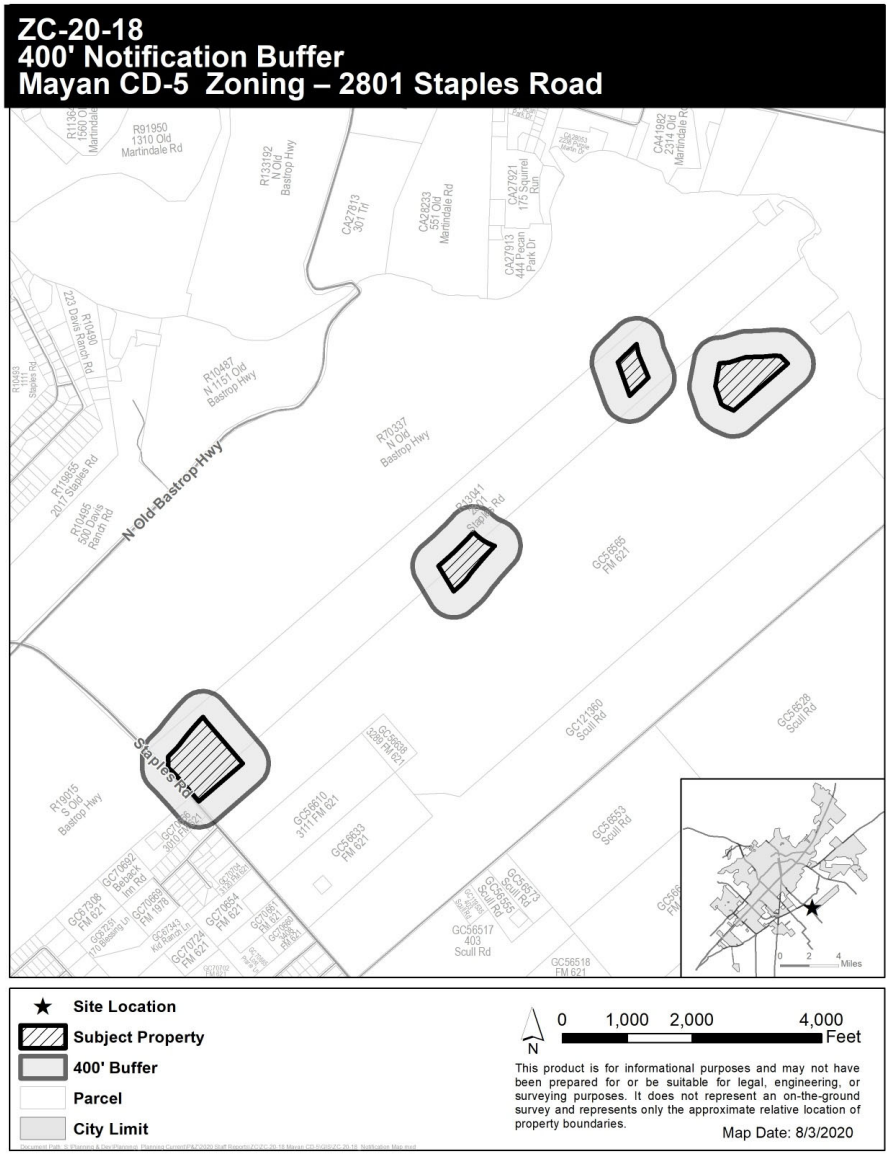
Location:

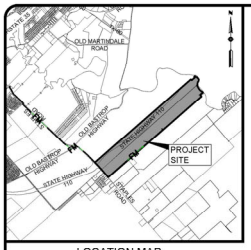
- Approximately 43 acres
  - Part of an ~380 acre development with proposed CD-3, CD-4, and LI zoning

- **Current Configuration:**
  - Vacant / Agricultural land
  - Future FM 110 Road

- Surrounding uses include:
  - Agricultural / Rural

- Located within City Limits





LOCATION MAP
N.T.S.

CURRENT ZONING

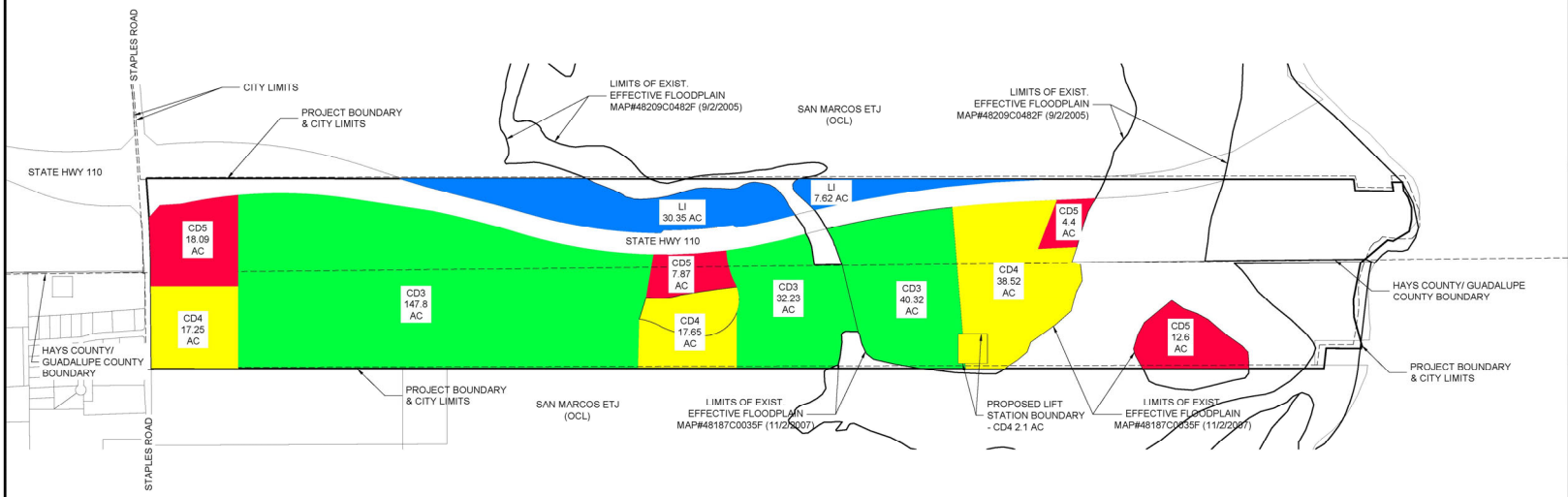
FUTURE DEVELOPMENT (FD)

PROPOSED ZONING

- CHARACTER DISTRICT 3 - RESIDENTIAL (CD3)
- CHARACTER DISTRICT 4 - MULTIFAMILY (CD4)
- CHARACTER DISTRICT 5 - COMMERCIAL (CD5)
- LIGHT INDUSTRIAL (LI)

500 250 0 500 1000

SCALE IN FEET
SCALE: 1"=500'



THE MAYAN
ZONING DEDICATION EXHIBIT

REVISIONS

NO.	DESCRIPTION	BY	DATE

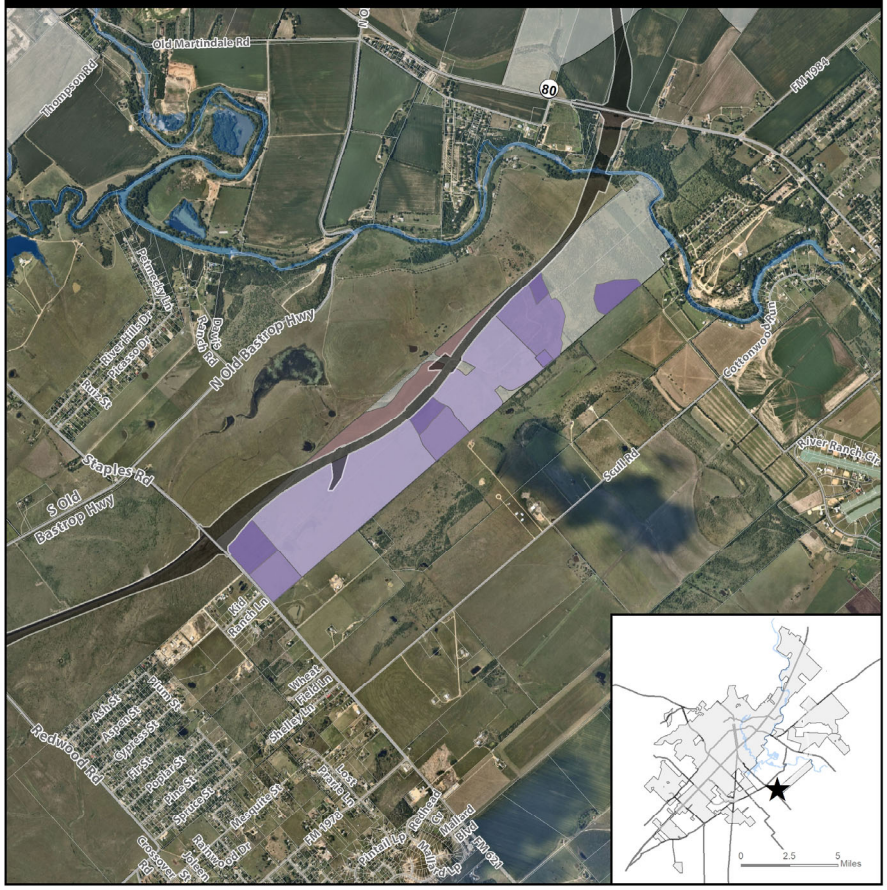
DATE: 04/05/2023
DESIGNED BY: MB
DRAWN BY:
CHECKED BY:
DRAWING NAME: Zoning Exhibit_Revised.dwg

LJA Engineering, Inc.
1100 NE Loop 410
Suite 400
San Antonio, Texas 78209
Phone 210.503.2700
Fax 210.503.2709
TBPE No. F-1386

JOB NUMBER: 0A193-426

SHEET NO. 1
OF 1 SHEETS

ZC-20-17, ZC-20-18, ZC-20-19, ZC-20-20
The Mayan-Requested Zoning



★ Site Location
Parcel
City Limit
FM 110
River

Requested Zoning
CD-3
CD-4
CD-5
LI

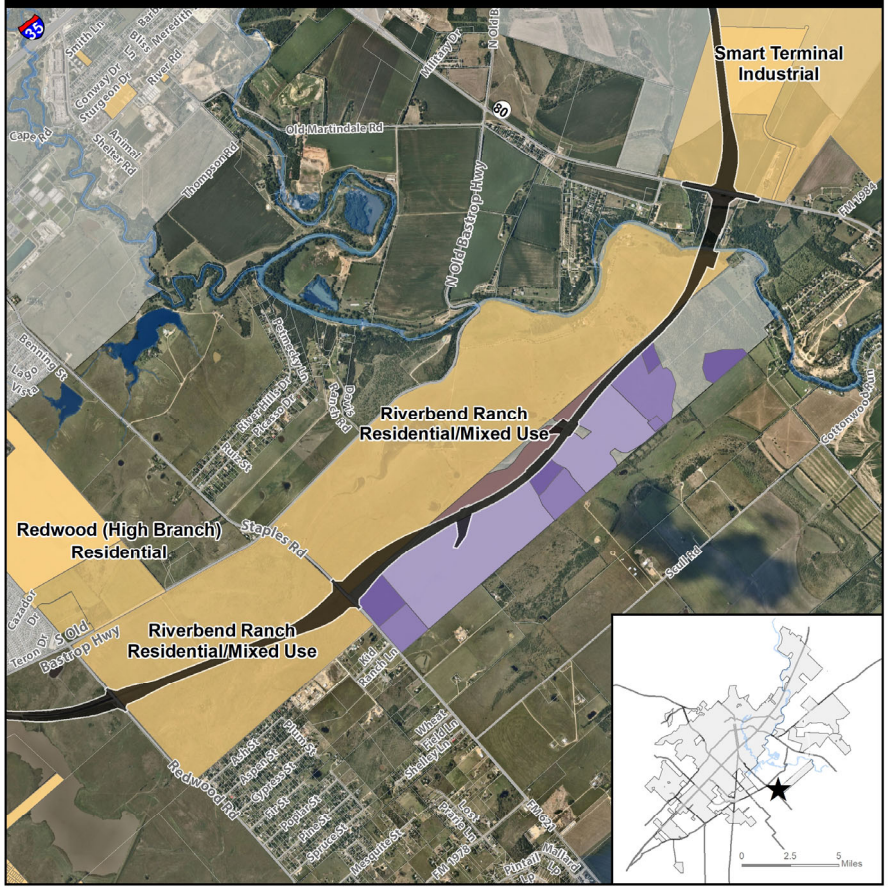
N
0 1,500 3,000 6,000 Feet

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: 8/10/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-17 Mayan LI\GIS\ZC-20-17_20 Overall Zoning Map.mxd

ZC-20-17, ZC-20-18, ZC-20-19, ZC-20-20
The Mayan-Surrounding Developments



Requested Zoning
CD-3
CD-4
CD-5
LI

Surrounding Developments
Parcel
City Limit
FM 110
River

N
0 1,600 3,200 6,400 Feet

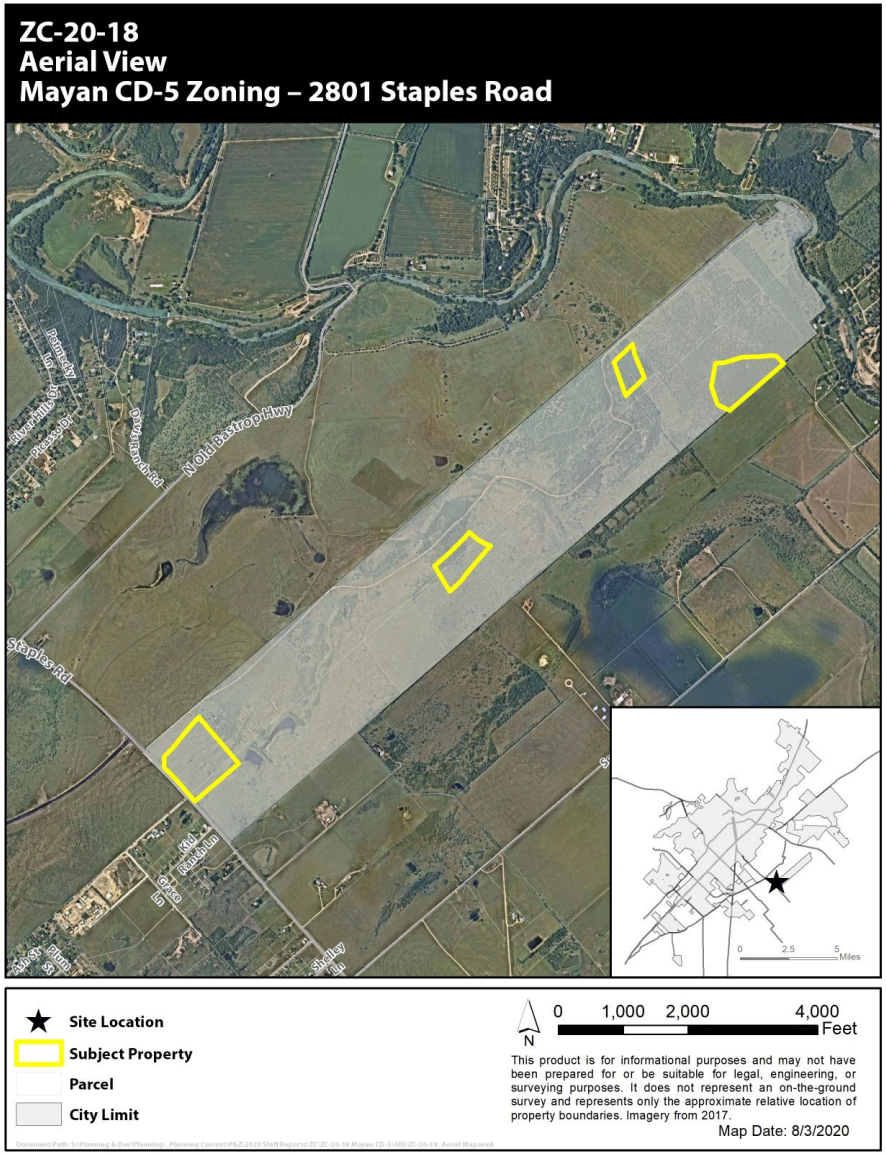
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Imagery from 2017.

Map Date: 8/10/2020

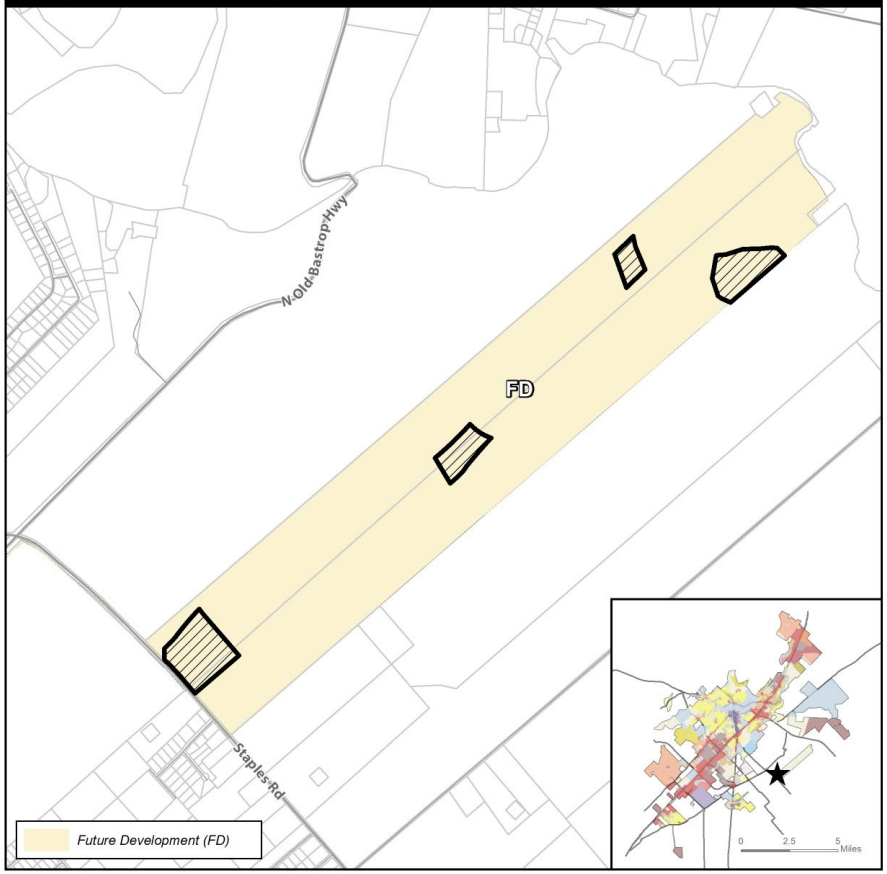
Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-17 Mayan LI\GIS\The Mayan-Surrounding Development.mxd

Context & History

- **Annexed in 2008**
- **Existing Zoning:** Future Development (FD)
- **Proposed Zoning:** Character District-5 (CD-5)
- Proposed CD-5 zoning allows for primarily commercial uses with allowances for attached and multifamily residential uses. Some industrial uses are allowed but primarily with an approved CUP.
- Request is being processed concurrently with CD-3, CD-4, and LI requests



ZC-20-18
Existing Zoning
Mayan CD-5 Zoning – 2801 Staples Road



Site Location
Subject Property
Parcels
City Limit

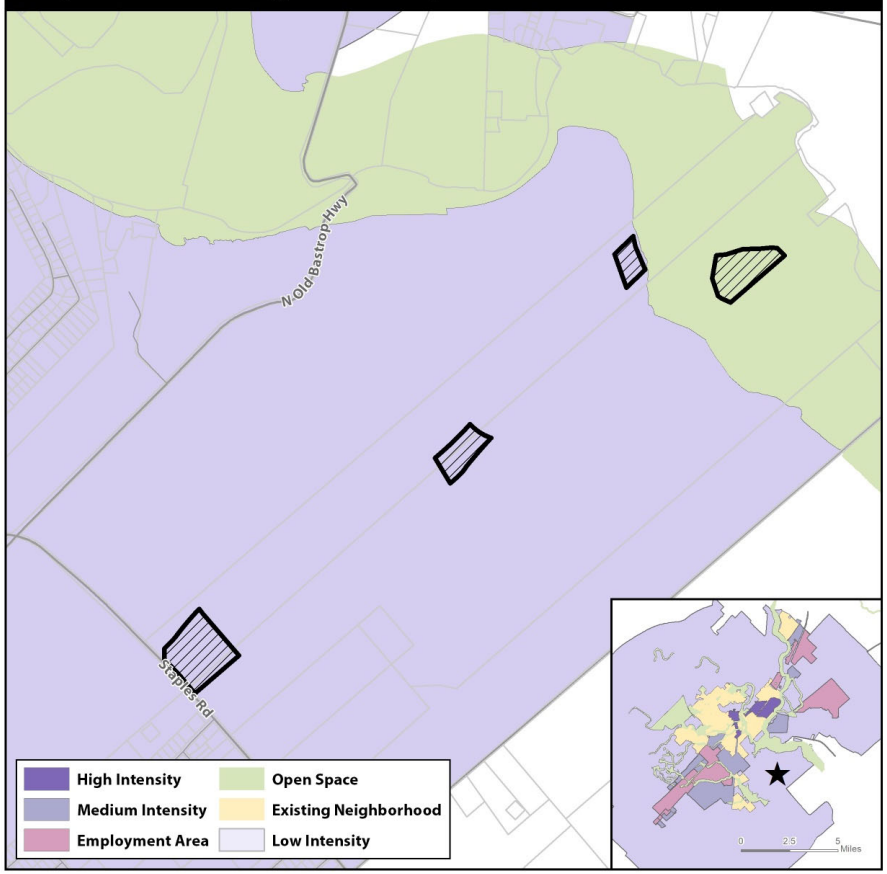
N 0 1,000 2,000 4,000 Feet

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: 8/3/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-18 Mayan CD-5\GIS\ZC-20-18_ExistingZoning.mxd

ZC-20-18
Preferred Scenario
Mayan CD-5 Zoning – 2801 Staples Road



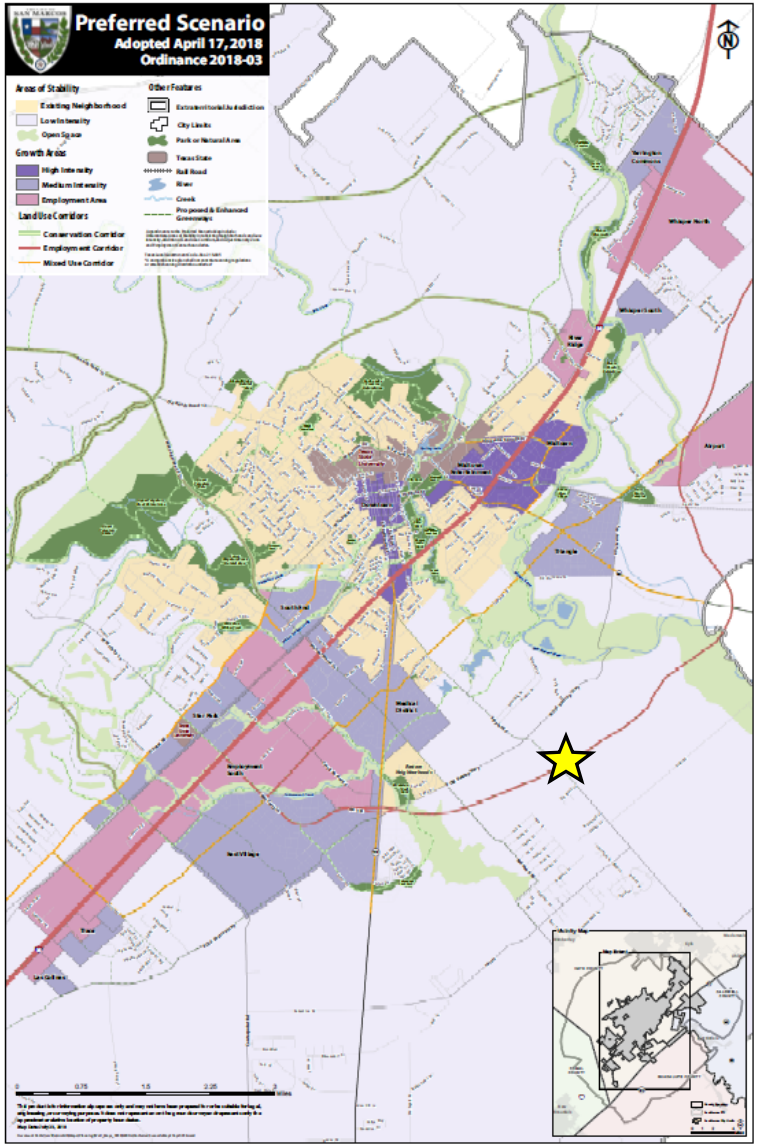
Site Location
Subject Property
Parcels
City Limit

N 0 1,000 2,000 4,000 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: 8/3/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-18 Mayan CD-5\GIS\ZC-20-18_PreferredScenario.mxd

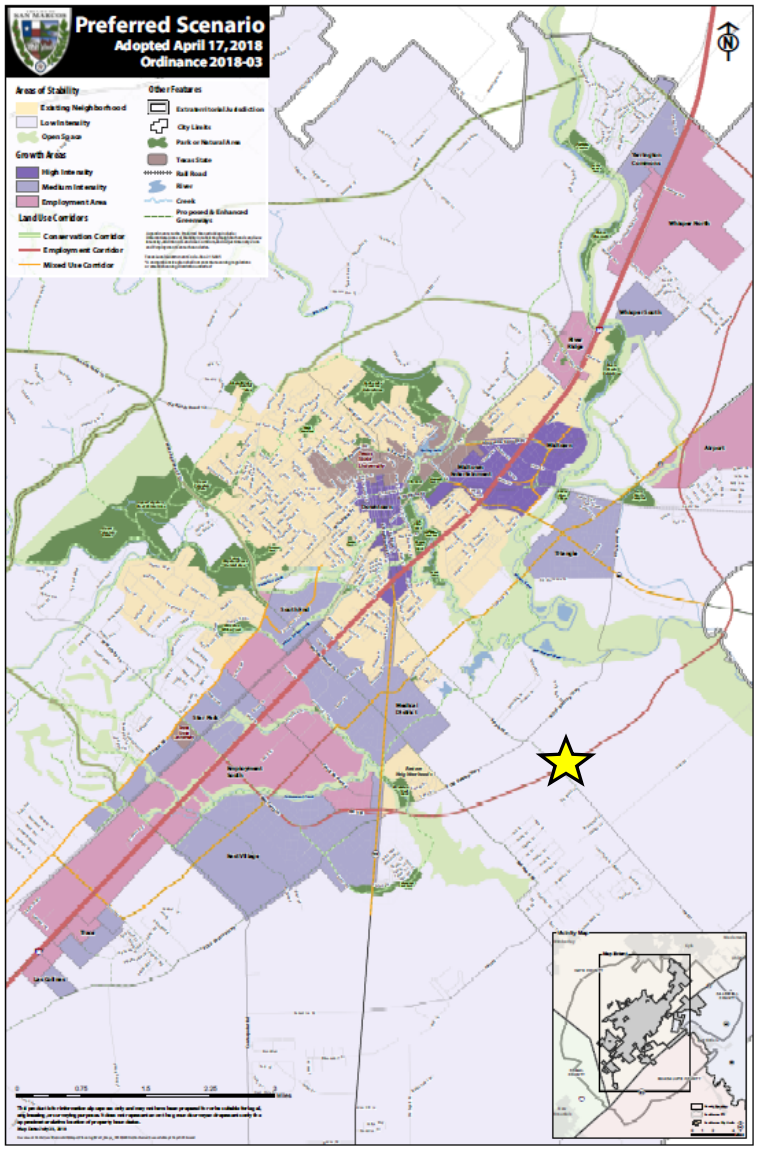


Comprehensive Plan Analysis

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)

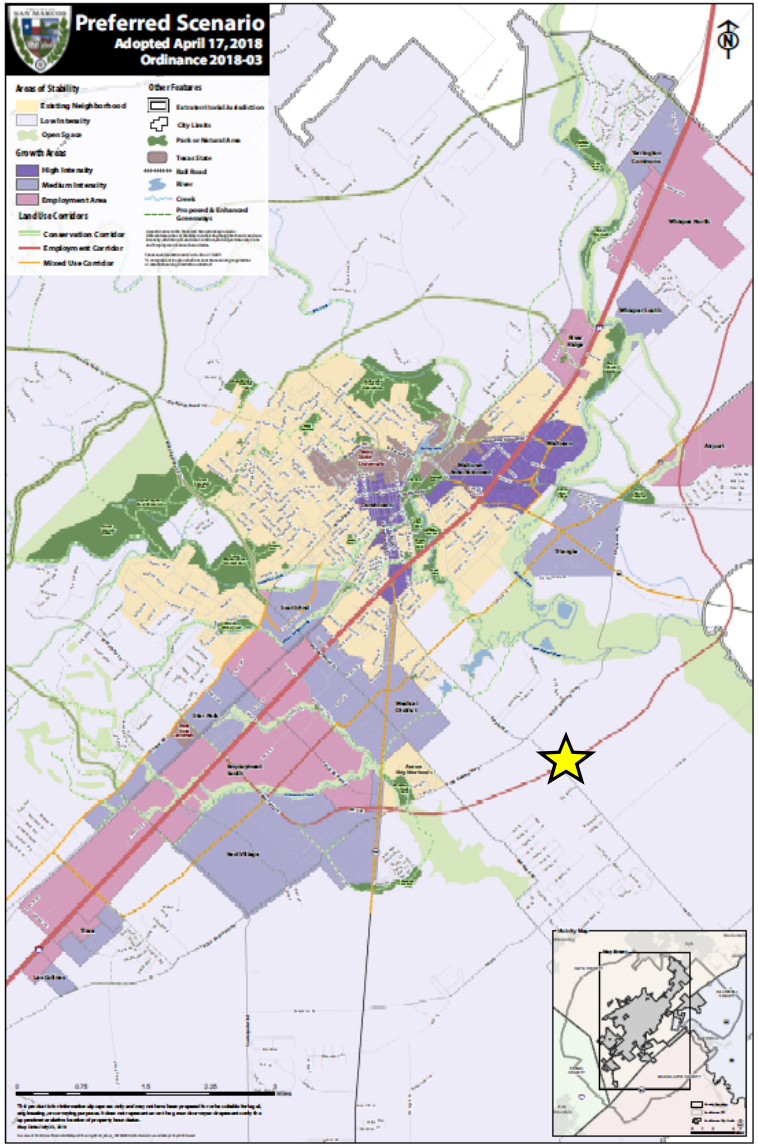


Comprehensive Plan Analysis

Step 1: Where is the property located on the Comprehensive Plan?

Located in an Area of Stability – Low Intensity

"Low Intensity Areas are varied and diverse with respect to environmental sensitivity and development suitability of the land. They are generally made up of larger undeveloped tracts of land where the preservation of sensitive environmental areas, flood hazard areas, and agricultural lands should be considered as part of any development proposal. Development in these areas should be guided by the Land Use Suitability Map and the Comprehensive Plan."
(San Marcos Development Code, pg. 144)



Comprehensive Plan Analysis

Step 1: Where is the property located on the Comprehensive Plan?

Located Along Employment Corridor

"Employment corridors are primarily intended to serve major employment related land uses. Some mixture in uses including limited residential and supportive pedestrian and bicycle facilities should be incorporated."
(Comprehensive Plan, pg. 79)

Comprehensive Plan Analysis

Step 2: Is the request consistent with the Comprehensive Plan / District Translation Table?

Applicant is requesting a "Character District"

(Character District-5 zoning) within an Area of Stability – Low Intensity.

TABLE 4.1 COMPREHENSIVE PLAN / DISTRICT TRANSLATION

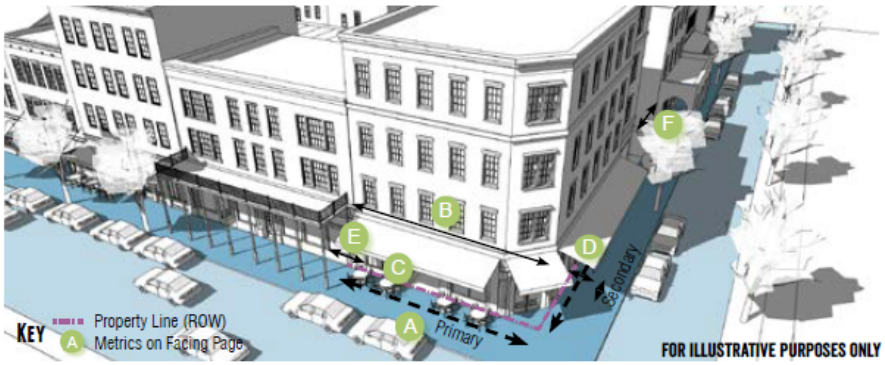
District Classification	Comprehensive Plan Designations					
	Open Space/ Agricultural	Low Intensity	Existing Neighborhood	Medium or High Intensity Zone	Employment Center	Corridor
Conventional Residential	NP	NP	C	--	--	--
Neighborhood Density Districts	NP	NP	See Section 4.1.2.4 - 4.1.2.5	NP	NP	C
Character Districts	NP	C	--	C	NP	C
Special Districts	--	NP	NP	NP	C	C
Legend	-- = Not Allowed (PSA Required)		NP=Not Preferred		C = Consider	

CD-5 Zoning Analysis:

- CD-5 is intended for a variety of retail, service, commercial, and residential uses. Auto-oriented uses are restrict and mixed use promote walkability and pedestrian-oriented activity.
- **Allowable Building Types:** *Townhouse, Apartment, Live/Work, Mixed Use Shopfront, Civic*
- **Allowable Uses:** Professional office, medical, personal services, retail sales, eating establishment, mobile food court, bed & breakfast, boutique hotel, indoor and outdoor recreation, multifamily, courtyard housing, light manufacturing, vehicle repair.
- **Surrounding Area**: Vacant, rural / agricultural land and land already designated as future FM 110 right-of-way.

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

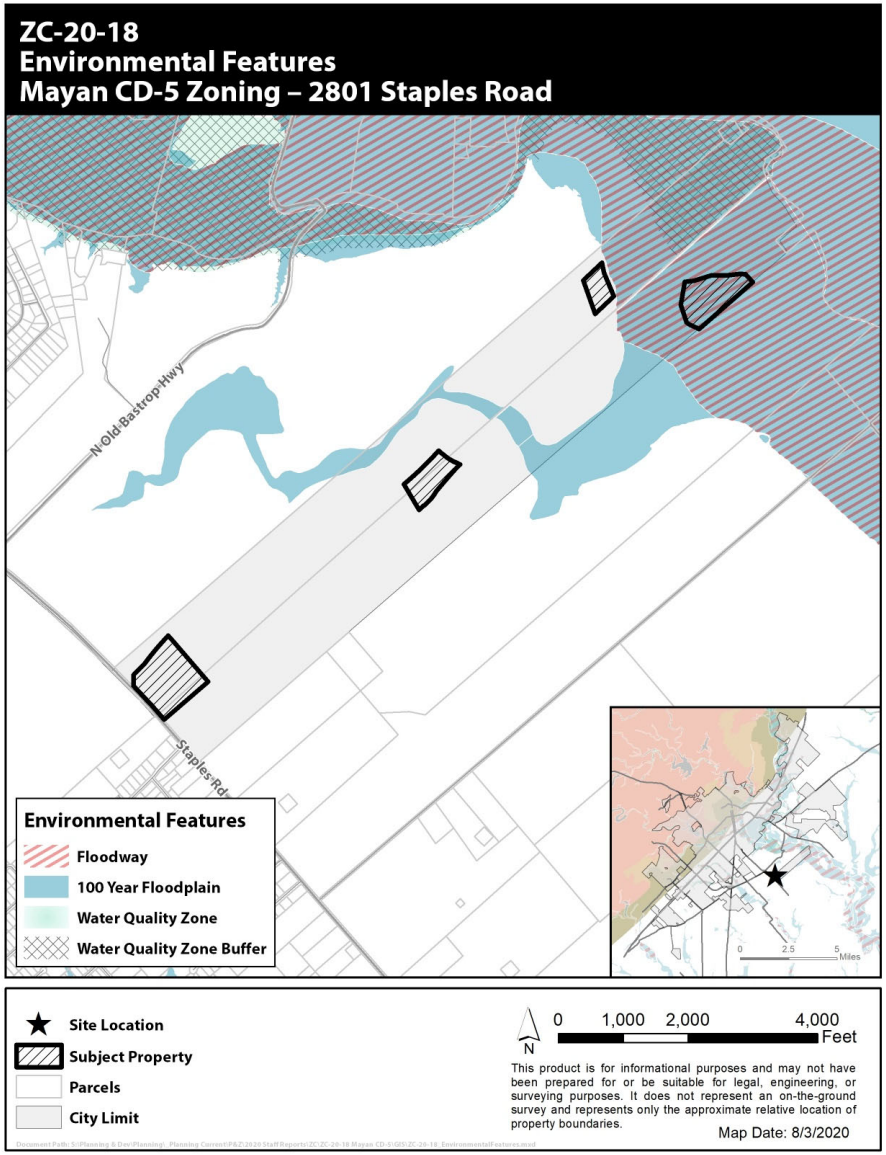
BUILDING TYPES ALLOWED

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

Environmental Analysis

- Located in a moderately to highly constrained area on the Land Use Suitability map
- Partially located within the regulatory floodway
- 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)



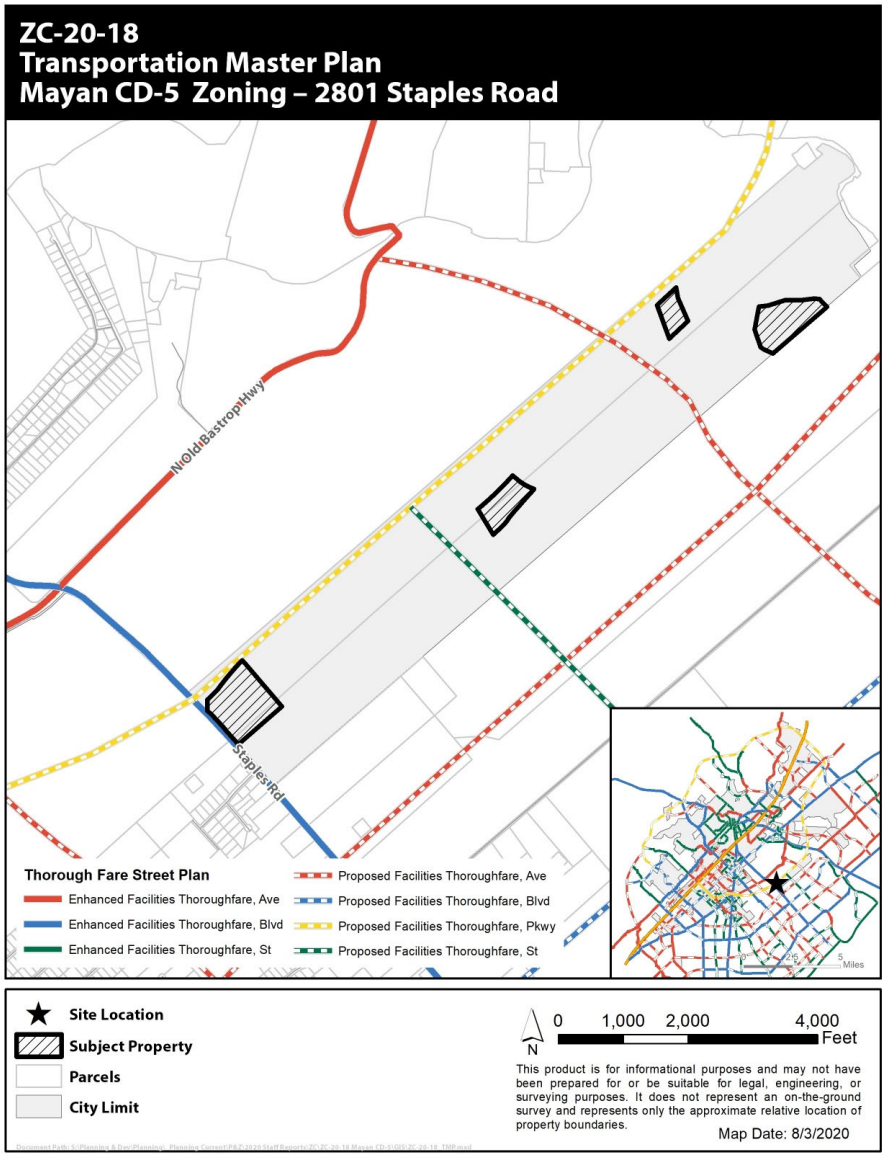
Additional Requirements

- **Street Requirements**
  - Transportation Master Plan
  - Block perimeter requirements (2,000 feet)
  - Bike facility requirements
  - Greenway requirement
  - Sidewalk connections
  - Traffic Impact Analysis (TIA)

- **Subdivision Requirements**
  - Subdivision plat in accordance with lot and block standards

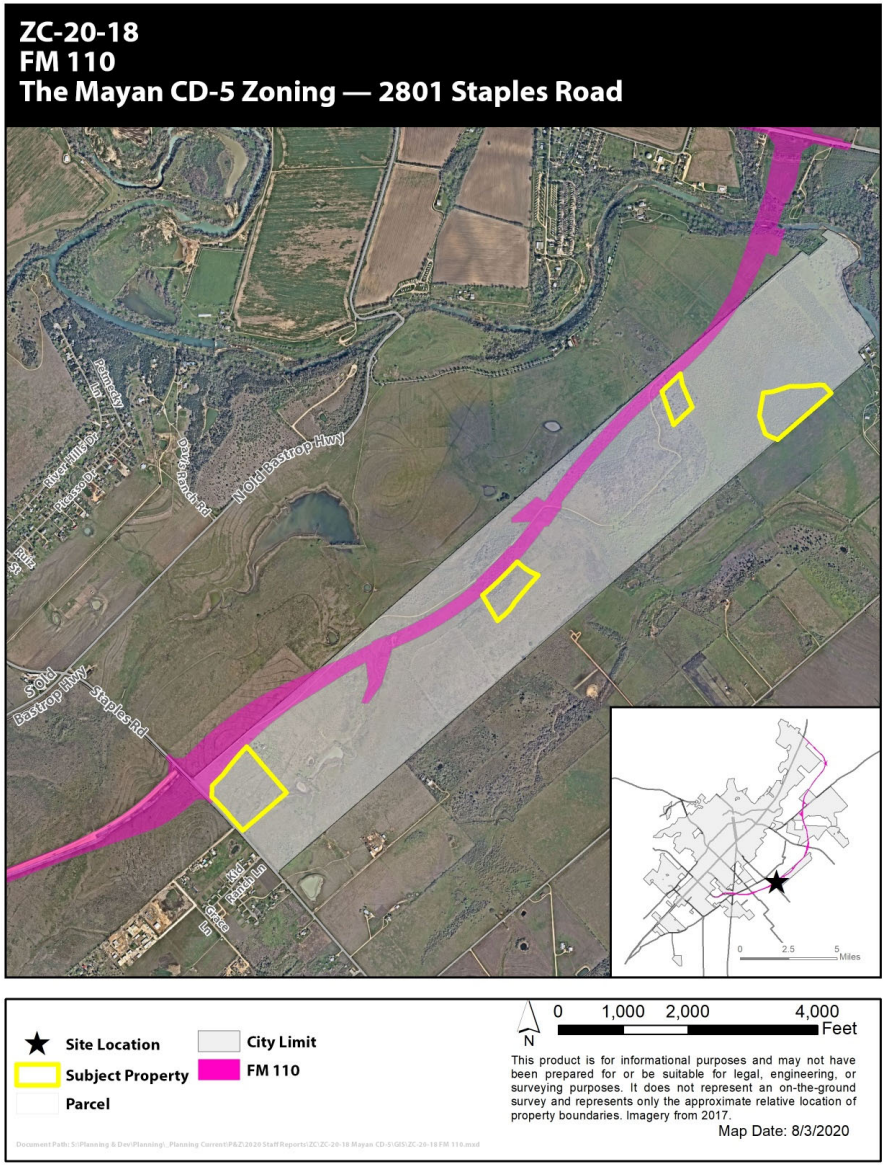
- **Utility Requirements**
  - Extension of water and wastewater facilities in accordance with City standards

- **Parkland Requirements**
  - Parkland Development and Parkland Dedication (based on number of units proposed)



Additional Analysis

- **Compatibility:** CD-5 zoning is not compatible with the existing surrounding sues such as rural and agricultural. However, the future FM 110 adjacent to the property will most likely attract a diverse array of uses.
- **Preferred Scenario:** The majority of the property is located in a "Low Intensity" designation along an "Employment Corridor" where Character Districts are to be Considered. A portion of the subject property is located within an "Open Space" designation on the Preferred Scenario Map where Character Districts are Not Preferred and that are generally only suitable for limited residential and agricultural uses.
- **Land Use Suitability** – A portion of the property is located within the regulatory floodway. Development in the regulatory floodway is prohibited unless the applicant is able to process a Conditional Letter of Map Revision or Letter of Map Revision to remove this area from the floodplain, demonstrate no increase in water surface elevation, and meet compensatory storage requirements per City Code of Ordinances, Chapter 39-Flood Damage Prevention.



Commission Recommendation:

At the August 11, 2020 meeting, the Planning and Zoning Commission recommended **approval of the alternate recommendation** with a 9-0 vote.

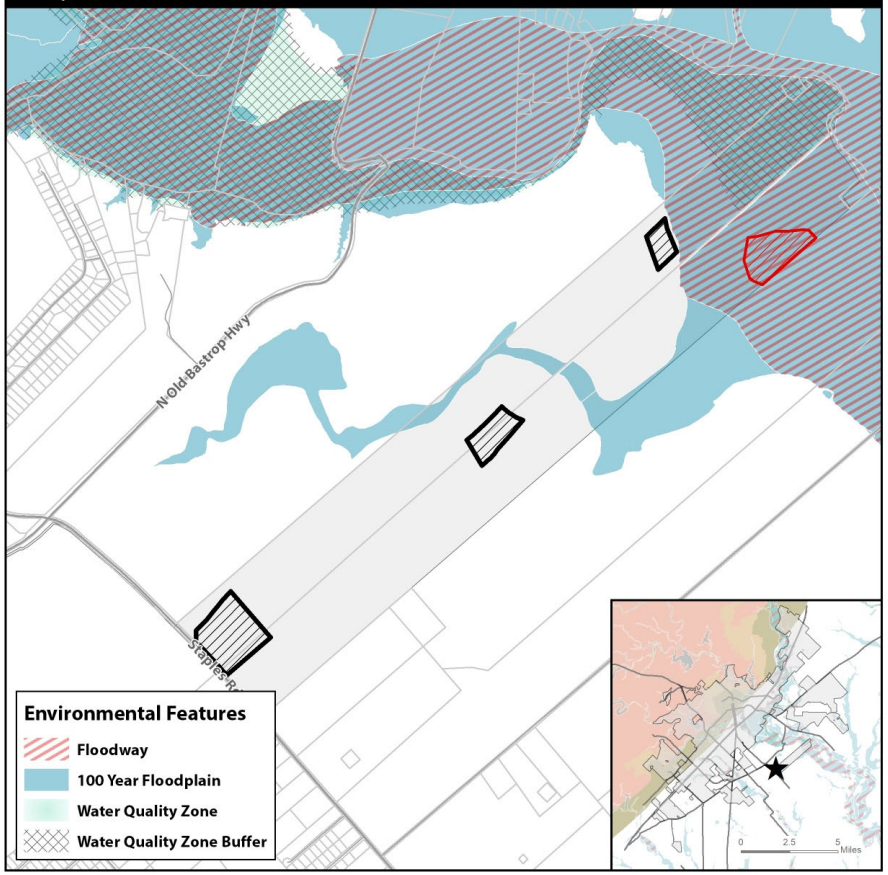
Staff Recommendation:

To help address concerns with the zoning district's lack of alignment with the purpose and intent of Open Space designations on the Preferred Scenario Map and its location within the floodway, staff offers the below **alternate recommendation** for the Council's consideration.

- Approval of requested CD-5 zoning with the exclusion of the ~12.546 acre tract located within the regulatory floodway and Open Space Preferred Scenario designation.

SAN MARCOS

ZC-20-18
Alternative Staff Recommendation-Removal of 12.5 Acre Tract Mayan CD-5 Zoning – 2801 Staples Road



Site Location
Parcels
City Limit
CD-5: Staff Recommended
CD-5 Zoning: Not Recommended

N
0 1,000 2,000 4,000 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: 8/3/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-18 Mayan CD-5\GIS\ZC-20-18_Alt Staff Recommendation.mxd

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) *Additional stories can be allowed by City Council via alternative compliance
Setbacks	50' minimum front, 20' side, and 20% of total lot depth measured at point of greatest depth in rear	0' minimum/12' max front, 0' side, and 0' rear
Impervious Cover (max)	30%	100%
Lot Sizes	Minimum 2 acres lot area, Minimum 200 ft lot width	Allows a variety of lot sizes depending on Building Type with 1,100 sq ft in area and 15' lot in width being the smallest allowed minimums
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. 2020-64

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY IN CASE NO. ZC-20-18 BY REZONING APPROXIMATELY 42.872 ACRES OF LAND LOCATED AT 2801 STAPLES ROAD FROM "FD" FUTURE DEVELOPMENT DISTRICT TO "CD-5" CHARACTER DISTRICT-5; INCLUDING PROCEDURAL PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

1. On August 11, 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 42.872 acres of land located 2801 Staples 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 September 1, 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 approximately 42.872-acre tract of land described by metes and bounds in Exhibit A, attached hereto and made a part hereof for all purposes, 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 September 1, 2020.

PASSED, APPROVED AND ADOPTED on second reading on September 15, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

Approved:

Michael J. Cosentino
City Attorney

EXHIBIT A

PROPOSED ZONE DEDICATION DESCRIPTION
CHARACTER DISTRICT 5 - MULTIFAMILY (CD5)
THE MAYAN

CD5-PART 1 – 18.031 ACRES (785,430 SQUARE FEET)

BEING A 18.031 ACRE TRACT OF LAND OUT OF THE BENJAMIN & GRAVES FULCHER SURVEY NO. 19, ABSTRACT NO. 813 AND THE WILLIAM BURNETT JR. SURVEY, ABSTRACT NO. 56, SITUATED IN HAYS COUNTY, TEXAS, AND THE BENJAMIN & GRAVES FULCHER SURVEY NO. 19, ABSTRACT NO. 21, SITUATED IN GUADALUPE COUNTY, TEXAS AND BEING OUT OF A CALLED 563.797 ACRE TRACT OF LAND CONVEYED IN DEED TO MAYAN AT SAN MARCOS RIVER, LLC, A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN VOLUME 4892, PAGE 329, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.); SAID 18.031 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST CORNER OF A CALLED 53.897 ACRE TRACT CONVEYED IN DEED TO HAYS COUNTY, RECORDED IN DOCUMENT NO. 2016-16001654, O.P.R.H.C.TX., ON THE NORTHEASTERLY RIGHT-OF-WAY OF STAPLES ROAD (80-FOOT RIGHT-OF-WAY) AND FARM TO MARKET ROAD 110 (F.M. 110) (PUBLIC RIGHT-OF-WAY) (UNIMPROVED) BEING A CALLED 53.897 ACRE TRACT CONVEYED IN DEED TO HAYS COUNTY, RECORDED IN DOCUMENT NO. 201616001654, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAME BEING THE SOUTH CORNER OF A CALLED 532.212 ACRE TRACT DESCRIBED AS TRACT 1, CONVEYED IN DEED TO B & B FAMILY PARTNERSHIP, LTD., RECORDED IN DOCUMENT NO. 9915746, O.P.R.H.C.TX., WITH GRID COORDINATES OF N:13853757.83, E: 2314950.70, FROM WHICH POINT A 1/2-INCH IRON ROD FOUND BEARS SOUTH 49 DEGREES 10 MINUTES 24 SECONDS WEST A DISTANCE OF 0.79 FEET,

THENCE SOUTH 44 DEGREES 51 MINUTES 11 SECONDS EAST, WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STAPLES ROAD, A DISTANCE OF 410.27 FEET TO A TXDOT TYPE II DISK MONUMENT FOUND AT THE SOUTH CORNER OF SAID 53.897 ACRE TRACT, FOR THE **POINT OF BEGINNING**, WITH GRID COORDINATES OF N: 13853467.70, E: 2315240.04;

THENCE WITH THE SOUTHEAST LINE OF SAID 53.897 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) NORTH 00 DEGREES 07 MINUTES 28 SECONDS EAST, A DISTANCE OF 169.59 FEET TO A POINT,
2) NORTH 45 DEGREES 11 MINUTES 07 SECONDS EAST, A DISTANCE OF 222.18 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT, AND
3) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 589.76 FEET, A RADIUS OF 4,632.00 FEET, A DELTA ANGLE 07 DEGREES 17 MINUTES 42 SECONDS, AND A CHORD THAT BEARS NORTH 40 DEGREES 06 MINTUES 18 SECONDS EAST, A DISTANCE OF 589.37 FEET TO A POINT;

THENCE SOUTH 40 DEGREES 45 MINUTES 42 SECONDS EAST, DEPARTING THE SOUTHEAST LINE OF SAID 53.897 ACRE TRACT, A DISTANCE OF 940.79 FEET TO A POINT;

THENCE SOUTH 49 DEGREES 07 MINUTES 28 SECONDS WEST, OVER AND ACROSS SAID 563.797 ACRE TRACT, A DISTANCE OF 893.28 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STAPLES ROAD, FROM WHICH A FENCE CORNER POST FOUND ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STAPLES ROAD, FOR THE SOUTH CORNER OF SAID 563.797 ACRE TRACT, SAME BEING THE WEST CORNER OF A CALLED 50.0620 ACRE TRACT CONVEYED IN DEED TO JAIME M. CADENA AND WIFE, SAN JUANA CADENA, RECORDED IN VOLUME 3141, PAGE 280, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS, BEARS SOUTH 41 DEGREES 21 MINUTES 04 SECONDS EAST, A DISTANCE OF 843.29 FEET;

THENCE WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STAPLES ROAD, SAME BEING THE SOUTHWEST LINE OF SAID 563.797 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) NORTH 41 DEGREES 21 MINUTES 04 SECONDS WEST, A DISTANCE OF 300.48 FEET TO A TXDOT TYPE I CONCRETE MONUMENT AT THE BEGINNING OF A CURVE TO THE LEFT,
2) WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 352.30 FEET, A RADIUS OF 5,767.28 FEET, A DELTA ANGLE OF 03 DEGREES 30 MINUTES 00 SECONDS, AND CHORD THAT BEARS NORTH 43 DEGREES 06 MINUTES 04 SECONDS WEST, A DISTANCE 352.25 FEET TO A TXDOT TYPE I CONCRETE MONUMENT, AND
3) NORTH 44 DEGREES 51 MINUTES 11 SECONDS WEST, A DISTANCE OF 52.82 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 18.031 ACRES OF LAND, MORE OR LESS.

CD5-PART 2 – 7.850 ACRES (341,948 SQUARE FEET)

BEING A 7.850 ACRE TRACT OF LAND OUT OF THE BENJAMIN & GRAVES FULCHER SURVEY, ABSTRACT NO. 813, SITUATED IN HAYS COUNTY, TEXAS AND THE BENJAMIN & GRAVES FULCHER SURVEY, ABSTRACT NO. 21, SITUATED IN GUADALUPE COUNTY, TEXAS AND BEING OUT OF A CALLED 563.797 ACRE TRACT OF LAND CONVEYED IN DEED TO THE MAYAN AT SAN MARCOS RIVER, LLC, A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN VOLUME 4892, PAGE 329, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.); SAID 7.850 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A TXDOT RIGHT-OF-WAY MONUMENT WITH BRASS DISK IN CONCRETE FOUND ON THE NORTHWEST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 110 (F.M. 110) (PUBLIC RIGHT-OF-WAY) (UNIMPROVED) BEING A CALLED 53.897 ACRE TRACT CONVEYED IN DEED TO HAYS COUNTY, RECORDED IN DOCUMENT NO. 2016-16001654, WITH GRID COORDINATES OF N:13861029.40 E: 2323366.95;

THENCE SOUTH 17 DEGREES 04 MINUTES 02 SECONDS EAST, A DISTANCE OF 259.02 FEET TO THE **POINT OF BEGINNING** ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 110, WITH GRID COORDINATES OF N: 13857094.72, E: 2319952.15;

THENCE OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1) SOUTH 47 DEGREES 59 MINUTES 08 SECONDS EAST, A DISTANCE OF 77.76 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT,
2) WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 281.62 FEET, A RADIUS OF 770.72 FEET, A DELTA ANGLE OF 20 DEGREES 56 MINUTES 08 SECONDS, AND A CHORD THAT BEARS SOUTH 58 DEGREES 50 MINUTES 07 SECONDS EAST, A DISTANCE OF 280.05 FEET TO A POINT,
3) SOUTH 65 DEGREES 57 MINUTES 47 SECONDS EAST, A DISTANCE OF 32.38 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT,
4) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 581.18 FEET, A RADIUS OF 9,855.55 FEET, A DELTA ANGLE OF 03 DEGREES 22 MINUTES 43 SECONDS, AND A CHORD THAT BEARS SOUTH 41 DEGREES 03 MINUTES 17 SECONDS WEST, A DISTANCE OF 581.10 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT,
5) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 268.65 FEET, A RADIUS OF 707.27 FEET, A DELTA ANGLE OF 21 DEGREES 45 MINUTES 48 SECONDS, AND A CHORD THAT BEARS SOUTH 41 DEGREES 34 MINUTES 38 SECONDS WEST, A DISTANCE OF 267.04 FEET TO A POINT,
6) SOUTH 48 DEGREES 11 MINUTES 21 SECONDS WEST, A DISTANCE OF 97.07 FEET TO A POINT, FROM WHICH A FENCE CORNER POST FOUND FOR THE SOUTH CORNER OF SAID 563.797 ACRE TRACT BEARS SOUTH 41 DEGREES 06 MINUTES 01 SECONDS WEST, A DISTANCE OF 5,133.48 FEET, AND
7) NORTH 30 DEGREES 40 MINUTES 06 SECONDS WEST, A DISTANCE OF 458.24 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID F.M. 110, AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 747.96 FEET, A RADIUS OF 5,110.00 FEET, A DELTA ANGLE OF 08 DEGREES 23 MINUTES 11 SECONDS, AND A CHORD THAT BEARS NORTH 46 DEGREES 02 MINUTES 44 SECONDS EAST, A DISTANCE OF 747.29 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 7.850 ACRES OF LAND, MORE OR LESS.

CD5-PART 3 - 4.445 ACRES (193,624 SQUARE FEET)

BEING A 4.445 ACRE TRACT OF LAND OUT OF THE BENJAMIN & GRAVES FULCHER SURVEY, ABSTRACT NO. 813 AND THE WILLIAM A. MATTHEWS SURVEY, ABSTRACT NO. 305, SITUATED IN HAYS COUNTY, TEXAS AND BEING OUT OF A CALLED 563.797 ACRE TRACT OF LAND CONVEYED IN DEED TO THE MAYAN AT SAN MARCOS RIVER, LLC, A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN VOLUME 4892, PAGE 329, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.); SAID 4.445 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A TXDOT RIGHT-OF-WAY MONUMENT WITH BRASS DISK IN CONCRETE FOUND ON THE NORTHWEST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 110 (F.M. 110) (PUBLIC RIGHT-OF-WAY) (UNIMPROVED) BEING A CALLED 53.897 ACRE TRACT CONVEYED IN DEED TO HAYS COUNTY, RECORDED IN DOCUMENT NO. 2016-16001654, WITH GRID COORDINATES OF N:13861029.40, E: 2323366.95;

THENCE SOUTH 40 DEGREES 54 MINUTES 57 SECONDS WEST, A DISTANCE OF 1,368.19 FEET TO THE **POINT OF BEGINNING** ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 110, WITH GRID COORDINATES OF N: 13859995.44, E: 2322470.80;

THENCE OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1) SOUTH 10 DEGREES 39 MINUTES 10 SECONDS EAST, A DISTANCE OF 165.19 FEET TO A POINT,
2) SOUTH 23 DEGREES 27 MINUTES 29 SECONDS EAST, A DISTANCE OF 386.34 FEET TO A POINT, FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "BROWN ENG" FOUND ON THE NORTHWEST LINE OF SAID 563.797 ACRE TRACT BEARS NORTH 35 DEGREES 16 MINUTES 50 SECONDS EAST, A DISTANCE OF 2,948.93 FEET,
3) SOUTH 46 DEGREES 32 MINUTES 15 SECONDS WEST, A DISTANCE OF 400.03 FEET TO A POINT, AND
4) NORTH 19 DEGREES 40 MINUTES 40 SECONDS WEST, A DISTANCE OF 547.44 FEET TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 110;

THENCE NORTH 46 DEGREES 24 MINUTES 19 SECONDS EAST, WITH THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 110, A DISTANCE OF 400.92 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 4.445 ACRES OF LAND, MORE OR LESS.

CD5-PART 4 - 12.546 ACRES (546,495 SQUARE FEET)

BEING A 12.546 ACRE TRACT OF LAND OUT OF THE BENJAMIN & GRAVES FULCHER SURVEY NO. 19, ABSTRACT NO. 21, SITUATED IN GUADALUPE COUNTY, TEXAS AND BEING OUT OF A CALLED 563.797 ACRE TRACT OF LAND CONVEYED IN DEED TO THE MAYAN AT SAN MARCOS RIVER, LLC, A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN VOLUME 4892, PAGE 329, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.); SAID 12.546 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A TXDOT RIGHT-OF-WAY MONUMENT WITH BRASS DISK IN CONCRETE FOUND ON THE NORTHWEST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 110 (F.M. 110) (PUBLIC RIGHT-OF-WAY) (UNIMPROVED) BEING A CALLED 53.897 ACRE TRACT CONVEYED IN DEED TO HAYS COUNTY, RECORDED IN DOCUMENT NO. 2016-16001654, WITH GRID COORDINATES OF N:13861029.40, E: 2323366.95;

THENCE SOUTH 47 DEGREES 02 MINUTES 36 SECONDS EAST, A DISTANCE OF 1,959.54 FEET TO THE **POINT OF BEGINNING** ON THE SOUTHEAST LINE OF SAID 563.797 ACRE TRACT, WITH GRID COORDINATES OF N: 13859694.02, E: 2324800.79;

THENCE SOUTH 49 DEGREES 07 MINUTES 28 SECONDS WEST, WITH THE SOUTHEAST LINE OF SAID 563.797 ACRE TRACT, A DISTANCE OF 1,101.24 FEET TO A POINT, FROM WHICH A FENCE CORNER POST FOUND FOR THE SOUTH CORNER OF SAID 563.797 ACRE TRACT BEARS SOUTH 49 DEGREES 07 MINUTES 28 SECONDS WEST, A DISTANCE OF 10,176.29 FEET;

THENCE OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING TEN (10) COURES AND DISTANCES:

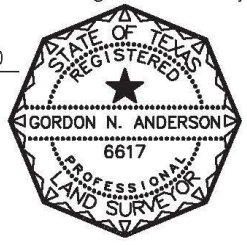
1) NORTH 65 DEGREES 57 MINUTES 58 SECONDS WEST, A DISTANCE OF 152.79 FEET TO A POINT,
2) NORTH 55 DEGREES 05 MINUTES 34 SECONDS WEST, A DISTANCE OF 63.62 FEET TO A POINT,
3) NORTH 18 DEGREES 22 MINUTES 18 SECONDS WEST, A DISTANCE OF 287.89 FEET TO A POINT,
4) NORTH 10 DEGREES 10 MINUTES 40 SECONDS EAST, A DISTANCE OF 358.74 FEET TO A POINT,
5) NORTH 83 DEGREES 26 MINUTES 00 SECONDS EAST, A DISTANCE OF 146.21 FEET TO A POINT,
6) NORTH 72 DEGREES 54 MINUTES 07 SECONDS EAST, A DISTANCE OF 276.22 FEET TO A POINT,
7) NORTH 89 DEGREES 16 MINUTES 20 SECONDS EAST, A DISTANCE OF 248.87 FEET TO A POINT,
8) NORTH 83 DEGREES 43 MINUTES 18 SECONDS EAST, A DISTANCE OF 191.63 FEET TO A POINT,
9) SOUTH 85 DEGREES 51 MINUTES 24 SECONDS EAST, A DISTANCE OF 87.58 FEET TO A POINT, AND
10) SOUTH 43 DEGREES 58 MINUTES 55 SECONDS EAST, A DISTANCE OF 166.76 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 12.546 ACRES OF LAND, MORE OR LESS.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, South Central Zone, NAD83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.0000741. Units: U.S. Survey Feet.

I hereby certify that this legal description and the accompanying plat of even date represents the facts found during the course of an actual survey made on the ground under my supervision.

06/30/2020

Gordon Anderson, RPLS No. 6617
LJA Surveying, Inc.
5316 Highway 290 West, Suite 460
Austin, Texas 78735
Texas Firm No. 10194533



LEGEND:
PROPERTY BOUNDARY
APPROXIMATE SURVEY LINE
ROAD BOUNDARY
FLY-TIE
CHARACTER DISTRICT 3 – RESIDENTIAL (CD3)
CHARACTER DISTRICT 4 – MULTIFAMILY (CD4)
CHARACTER DISTRICT 5 – COMMERCIAL (CD5)
LIGHT INDUSTRIAL (LI)
O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
O.R.G.C.TX. OFFICIAL RECORDS OF GUADALUPE COUNTY, TEXAS
O.P.R.G.C.TX. OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
FOUND 1/2" IRON ROD (AS NOTED)
FOUND TXDOT RIGHT-OF-WAY MONUMENT WITH BRASS DISK IN CONCRETE
FOUND FENCE CORNER POST
0 200 400 800
WILLIAM BURNETT JR SURVEY ABSTRACT NO. 68
B & B FAMILY PARTNERSHIP, LTD. TRACT 1 CALLED 530.212 ACRES DOCUMENT NO. 9916748 O.P.R.H.C.TX.
WILLIAM A MATTHEWS SURVEY ABSTRACT NO. 305
HAYS COUNTY CALLED 53.867 ACRES F.M. 110 PUBLIC RIGHT-OF-WAY (UNIMPROVED) DOCUMENT NO. 2018-18031654 O.P.R.H.C.TX.
PROJECT BOUNDARY AND CITY LIMITS
LI - PART 1
LI - PART 2
F.M. 110 (VARIABLE WIDTH RIGHT-OF-WAY)
CD5 - PART 1
CD4 - PART 1
BENJAMIN & GRAVES FULCHER SURVEY ABSTRACT NO. 813
CD3 - PART 1
CD5 - PART 2
CD4 - PART 2
CD3 - PART 2
CD4 - PART 3
CD5 - PART 3
CD5 - PART 4
MAYAN AT SAN MARCOS RIVER LLC. A TEXAS LIMITED LIABILITY COMPANY CALLED 583.787 ACRES VOLUME 4892, PAGE 329 O.P.R.H.C.TX.
HAYS COUNTY
GUADALUPE COUNTY
STAPLES ROAD (80' RIGHT-OF-WAY)
PROPOSED LIFT STATION
LIMITS OF EXISTING EFFECTIVE FLOODPLAIN MAP# 48187C0035F (11/2/2007)
BENJAMIN & GRAVES FULCHER SURVEY ABSTRACT NO. 21
JAIME M. CADENA AND WIFE, SAN JUANA CADENA CALLED 32.0650 ACRES VOLUME 3141, PAGE 380 O.P.R.G.C.TX.
RICHARD C. DAVIS AND WIFE, DIANNE DAVIS CALLED 8.88 ACRES VOLUME 721, PAGE 22 O.P.R.G.C.TX.
MARCO GALLEGOS CALLED 10.86 ACRES DOCUMENT NO. 201899026621 O.P.R.G.C.TX.
MILLENIUM INTERESTS, LTD. CALLED 216.869 ACRES DOCUMENT NO. 201701915B O.P.R.G.C.TX. DESCRIBED IN DOCUMENT NO. 201801504Z O.P.R.G.C.TX.
MILLENIUM INTERESTS, LTD. CALLED 216.718 ACRES DOCUMENT NO. 201701915B O.P.R.G.C.TX.
VCD SAN MARCOS RIVER, LLC. A TEXAS LIMITED LIABILITY COMPANY CALLED 220.526 ACRES VOLUME 4048, PAGE 295 O.P.R.G.C.TX.
PROJECT BOUNDARY AND CITY LIMITS
SAN MARCOS RIVER
NOTES:
1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM CENTRAL TEXAS ZONE, NAD 83.
2. ALL DISTANCES AND ACREAGES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.000741. UNITS: U.S. FEET
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS MAP IS INTENDED FOR DISTRICT REZONE DESCRIPTION PURPOSES ONLY.
5. THIS MAP REPRESENTS PAGES 1 AND 2 OF THE FOLLOWING ZONE DESCRIPTIONS:
▪ CHARACTER DISTRICT 3 - RESIDENTIAL (CD3) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
▪ CHARACTER DISTRICT 4 - MULTIFAMILY (CD4) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
▪ CHARACTER DISTRICT 5 - COMMERCIAL (CD5) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
▪ LIGHT INDUSTRIAL METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
▪ LIFT STATION BOUNDARY METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
THE MAYAN REZONE
IN THE
BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 21
BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 813
WILLIAM A. MATTHEWS SURVEY, ABSTRACT NO. 305
HAYS COUNTY, TEXAS
GUADALUPE COUNTY, TEXAS
LJA Surveying, Inc.
5316 West Highway 290
Suite 460
Austin, Texas 78735
Phone 512.439.4700
T.B.P.L.S. Firm No. 10194533
DRWN BY: EMC
CHKD BY: CDC
SCALE 1"=400'
DATE 06/30/20
PROJ. NO. LJA51005-2001
SHEET 2 OF 2
DATE OF LAST REVISION
DESCRIPTION OF LAST REVISION

CD3 – PART 1 LINE AND CURVE TABLES

Line #	Bearing	Length
L32	N57°54'51"E	870.57'
L33	S30°40'06"E	458.24'
L34	S23°12'13"E	231.61'
L35	S39°20'19"E	496.08'
L36	S49°07'28"W	4114.99'
L37	N40°45'42"W	940.79'

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C11	1144.874	4632.000	14°09'42"	N50°50'00"E	1141.96
C12	918.636	10990.000	4°47'21"	N63°37'19"E	918.37
C13	1407.058	5110.000	15°46'36"	N58°07'37"E	1402.62

CD3 – PART 2 LINE AND CURVE TABLES

Line #	Bearing	Length
L47	S71°35'49"E	51.89'
L48	S61°21'41"E	97.53'
L49	S48°55'04"E	185.91'
L50	N48°33'29"E	285.38'
L51	N80°57'46"W	280.95'
L52	N70°06'45"W	143.14'
L53	S45°32'31"E	1334.51'
L54	S49°14'18"W	53.37'
L55	S40°45'42"E	300.02'
L56	N49°14'18"E	78.46'
L57	S45°32'31"E	28.55'
L58	S49°07'28"W	485.78'
L59	S58°50'30"W	244.60'
L60	S62°03'42"W	225.66'
L61	N57°53'58"W	130.53'
L62	S50°17'42"W	129.27'
L63	S43°21'28"E	80.86'
L64	S33°11'43"E	149.74'
L65	S27°01'01"E	87.04'
L66	S28°42'09"W	82.91'
L67	S49°07'28"W	965.00'
L68	N40°45'42"W	562.59'
L69	N65°57'47"W	32.38'
L70	N47°59'08"W	77.76'

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C21	706.696	5110.000	7°55'28"	N37°53'25"E	706.13
C22	131.124	10990.000	0°41'01"	N34°16'13"E	131.12
C23	1315.483	10990.000	6°51'30"	N39°10'58"E	1314.70
C24	205.267	224.234	52°26'58"	N78°40'09"W	198.17
C25	55.538	49.900	63°46'10"	S10°01'38"W	52.72
C26	278.859	373.827	42°43'57"	N40°13'28"W	272.24
C27	281.616	770.725	20°56'08"	N58°50'07"W	280.05

CD4 – PART 1 LINE TABLE

Line #	Bearing	Length
L28	N41°21'04"W	843.29'
L29	N49°07'28"E	893.28'
L30	S40°45'42"E	843.26'
L31	S49°07'28"W	884.61'

CD4 – PART 2 LINE AND CURVE TABLES

Line #	Bearing	Length
L42	S40°45'42"E	562.59'
L43	S49°07'28"W	1016.53'
L44	N39°20'19"W	496.08'
L45	N23°12'13"W	231.61'
L46	N48°11'21"E	97.07'

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C18	278.859	373.627	42°43'57"	S40°13'28"E	272.24
C19	268.652	707.273	21°45'48"	N41°34'38"E	267.04
C20	581.181	9855.553	3°22'43"	N41°03'17"E	581.10

CD4 – PART 3 LINE AND CURVE TABLES

Line #	Bearing	Length
L71	S19°40'40"E	547.44'
L72	N46°32'15"E	400.03'
L73	S21°47'22"E	163.38'
L74	N64°44'14"E	94.32'
L75	S47°01'56"E	161.57'
L76	S20°30'11"E	331.37'
L77	S11°34'07"W	523.34'
L78	S20°08'04"E	106.23'
L79	S12°14'11"W	286.70'
L80	S49°07'28"W	399.55'
L81	N45°32'31"W	28.55'
L82	N49°14'18"E	221.56'
L83	N40°45'42"W	300.02'
L84	S49°14'18"W	246.65'
L85	N45°32'31"W	1334.51'
L86	N48°24'19"E	350.98'

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C28	727.641	10990.000	3°47'37"	N44°30'31"E	727.51

PROPOSED LIFT STATION LINE TABLE

Line #	Bearing	Length
L87	S40°45'42"E	300.02'
L88	S49°14'18"W	221.56'
L89	N40°45'42"W	300.02'
L90	N49°14'18"E	246.65'

LI – PART 1 LINE AND CURVE TABLES

Line #	Bearing	Length
L1	N49°10'24"E	1925.25'
L2	N72°05'03"E	299.58'
L3	N74°46'40"E	106.12'
L4	N89°52'45"E	39.44'
L5	N64°09'35"E	90.65'
L6	N48°48'14"E	235.44'
L7	N35°19'08"E	331.75'
L8	N38°08'22"E	90.92'
L9	N43°29'42"E	73.77'
L10	N52°00'06"E	114.50'
L11	N51°18'05"E	156.56'
L12	N38°41'51"E	94.30'
L13	N29°54'36"E	162.93'
L14	N58°37'53"E	158.19'
L15	N78°26'41"E	71.84'
L16	S83°25'51"E	119.32'
L17	S73°02'48"E	223.87'
L18	S85°17'04"W	42.56'
L19	S04°27'07"W	42.56'

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	76.169	11210.000	0°23'22"	S34°07'24"W	76.17
C2	542.452	4860.000	6°23'42"	S37°06'24"W	542.17
C3	717.411	4860.000	8°27'28"	S44°52'05"W	716.76
C4	1413.728	4890.000	16°33'52"	S57°44'03"W	1408.81
C5	628.562	11210.000	3°12'46"	S64°24'38"W	628.48
C6	717.466	11052.000	3°43'10"	S64°39'49"W	717.34

LI – PART 2 LINE AND CURVE TABLES

Line #	Bearing	Length
L20	N86°54'48"W	263.84'
L21	N49°10'24"E	2834.23'

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C7	2697.865	11210.009	13°47'21"	S42°18'42"W	2691.38
C8	178.014	79.177	128°49'06"	N29°37'51"W	142.82

CD5 – PART 1 LINE AND CURVE TABLES

Line #	Bearing	Length
L22	N00°07'28"E	169.59'
L23	N46°11'07"E	222.18'
L24	S40°45'42"E	940.79'
L25	S49°07'28"W	893.28'
L26	N41°21'04"W	300.48'
L27	N44°51'11"W	52.82'

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C9	589.764	4632.000	7°17'42"	N40°06'18"E	589.37
C10	352.303	5767.278	3°30'00"	N43°06'04"W	352.25

CD5 – PART 2 LINE AND CURVE TABLES

Line #	Bearing	Length
L38	S47°59'08"E	77.76'
L39	S65°57'47"E	32.38'
L40	S48°11'21"W	97.07'
L41	N30°40'06"W	458.24'

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C14	281.618	770.725	20°56'08"	S58°50'07"E	280.05
C15	581.181	9855.553	3°22'43"	S41°03'17"W	581.10
C16	268.652	707.273	21°45'48"	S41°34'38"W	267.04
C17	747.962	5110.000	8°23'11"	N46°02'44"E	747.29

CD5 – PART 3 LINE TABLE

Line #	Bearing	Length
L91	S10°39'10"E	165.19'
L92	S23°27'29"E	388.34'
L93	S46°32'15"W	400.03'
L94	N19°40'40"W	547.44'
L95	N46°24'19"E	400.92'

CD5 – PART 4 LINE TABLE

Line #	Bearing	Length
L96	S49°07'28"W	1101.24'
L97	N65°57'58"W	152.79'
L98	N55°05'34"W	63.82'
L99	N18°22'16"W	287.89'
L100	N10°10'40"E	358.74'
L101	N83°26'00"E	146.21'
L102	N72°54'07"E	276.22'
L103	N89°16'20"E	246.87'
L104	N83°43'18"E	191.63'
L105	S85°51'24"E	87.59'
L106	S43°58'55"E	166.76'

NOTES:

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM CENTRAL TEXAS ZONE, NAD 83.
2. ALL DISTANCES AND ACREAGES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.000741. UNITS: U.S. FEET
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS MAP IS INTENDED FOR DISTRICT REZONE DESCRIPTION PURPOSES ONLY.
5. THIS MAP REPRESENTS PAGES 1 AND 2 OF THE FOLLOWING ZONE DESCRIPTIONS:
   - CHARACTER DISTRICT 3 - RESIDENTIAL (CD3) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - CHARACTER DISTRICT 4 - MULTIFAMILY (CD4) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - CHARACTER DISTRICT 5 - COMMERCIAL (CD5) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - LIGHT INDUSTRIAL METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - LIFT STATION BOUNDARY METES AND BOUNDS DESCRIPTION DATED 06-30-2020.

GORDON N. ANDERSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6617

THE MAYAN REZONE

IN THE
BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 21
BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 812
WILLIAM A. MATTHEWS SURVEY, ABSTRACT NO. 305

HAYS COUNTY, TEXAS
GUADALUPE COUNTY, TEXAS

LJA Surveying, Inc.
5316 West Highway 290
Suite 460
Austin, Texas 78735
Phone 512.439.4700
T.B.P.L.S. Firm No. 10194533

DRWN BY:	CHKD BY:	SCALE	DATE	PROJ. NO.	SHEET
EMC	CDC	1"=400'	06/30/20	LJA51005-2001	2 OF 2

DATE OF LAST REVISION	DESCRIPTION OF LAST REVISION

Zoning Request	2801 Staples Road
ZC-20-18	

Summary

Request:	Zoning change from "FD" Future Development to "CD-5" Character District-5		
Applicant:	Todd Burek The Mayan at San Marcos River LLC 22711 Fossil Peak San Marcos, TX 78216	**Property Owner:**	Todd Burek The Mayan at San Marcos River LLC 22711 Fossil Peak San Marcos, TX 78216

Notification

Application:	July 14, 2020	**Neighborhood Meeting:**	N/A
Published:	July 26, 2020	**# of Participants**	N/A
Posted:	July 24, 2020	**Personal:**	July 24, 2020
Response:	None as of Staff Report date		

Property Description

Legal Description:	+/- 42.872 acre tract out of the Benjamin & Graves Fulcher Survey, Abstract No. 813, the William A. Matthews Survey, Abstract No. 305, and the William Burnett Jr. Survey, Abstract No. 56, Hays County Texas and the Benjamin & Graves Fulcher Survey, Abstract No. 21, Guadalupe County, Texas		
Location:	2801 Staples Road		
Acreage:	+/- 42.872	**PDD/DA/Other:**	N/A
Existing Zoning:	"FD" Future Development	**Proposed Zoning:**	CD-5 "Character District-5"
Existing Use:	Vacant / Rural	**Proposed Use:**	Mixed Use (Commercial/Residential/Multifamily)
Preferred Scenario:	Area of Stability-Low Intensity/Area of Stability-Open Space	**Proposed Designation:**	Area of Stability-Low Intensity/Area of Stability-Open Space
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:	ETJ	San Marcos River/Vacant/Residential	Area of Stability-Open Space/Area of Stability-Low Intensity

Zoning Request	2801 Staples Road
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South of Property:	ETJ	Vacant/Redwood Community (Residential & Commercial Uses)	Area of Stability-Low Intensity
East of Property:	ETJ	Vacant/Rural	Area of Stability-Low Intensity
West of Property:	ETJ	Vacant/Rural	Area of Stability-Low Intensity

Staff Recommendation

	Approval as Submitted	***X***	**Approval with Conditions / Alternate**		Denial

The Development Code states that a request for Character District-5 zoning in an Area of Stability – Low Intensity designation should be "Considered" based on the criteria provided in Section 2.5.1.4. Requests for this zoning in Area of Stability-Open Space designations are "Not Preferred" and require additional scrutiny.

Although the proposed zoning change to Character District-5 is to in this area and not compatible with surrounding existing uses the subject property's location abutting the proposed FM 110 San Marcos eastern loop may provide justification for support as it meets the intent of an "Employment Corridor" identified on the Preferred Scenario Map. FM 110 is identified as a major transportation network and will be initially funded by a Transportation Reinvestment Zone (TRZ) to capture a portion of the increased value of development occurring along the alignment. In addition, while the Comprehensive Plan envisions low intensity uses such as single family residential, bed and breakfasts, home offices, etc. in Low Intensity areas it also identifies mixed-use building types as appropriate at future nodes and corridors. While the interior street network of this development has not been identified at this time, the majority of the proposed CD-5 zoning is located along the FM-110 corridor.

Finally, it should be noted that a portion of the subject property is located within the 100-year floodplain adjacent to the San Marcos River. This portion of the proposed CD-5 zoning district is also located within an Open Space designation on the Preferred Scenario Map which according to the Comprehensive Plan is suitable for limited residential, agricultural, preservation, or active recreation (which would require special standards) uses.

To help address concerns with the adjacent 100-year floodplain and the zoning district's lack of alignment with the purpose and intent of Open Space designations on the Preferred Scenario Map, staff offers an **alternate recommendation** for the Council's consideration:

- Approval of the requested CD-5 zoning with exclusion of the ~12.546-acre tract located within the regulatory floodway and Open Space Preferred Scenario designation.

Staff: Shavon Caldwell	**Title:** Planner	**Date:** September 1, 2020

Zoning Request	2801 Staples Road
ZC-20-18	

Commission Recommendation

	Approval as Submitted		Approval with Conditions / Alternate		Denial
		X			

Planning and Zoning Commission Meeting: August 11th, 2020

Speakers in favor or opposed: David Earl and Tory Hurt spoke in favor of the request.

Recommendation from the Planning and Zoning Commission meeting held August 11, 2020:
Recommendation for **approval of alternate recommendation** 9-0

Zoning Request	2801 Staples Road
ZC-20-18	

History

The subject property is within City limits and was annexed in 2008. The property is currently vacant and is surrounded almost exclusively by vacant, rural/agricultural land as well as the San Marcos River along the northernmost extent of the subject tract and some existing residential and commercial uses in the Redwood community along the southernmost extent of the subject tract. In addition, FM 110 is proposed to be located adjacent to the subject property and right-of-way has already been dedicated in order to provide for the future construction of FM 110.

The purpose of this zoning change to "Character District-5" is to allow for the development of approximately 43 acres of mixed commercial and multi-family uses along the future FM 110 corridor.

The City of San Marcos will provide wastewater services at the site and as the property is within the Crystal Clear CCN, Crystal Clear Special Utility District will provide water service. 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

Analysis of the proposed zoning request includes deliberation of existing surrounding land uses, proposed transportation networks, and the goals and policies of the Comprehensive Plan. A few major points for consideration in the analysis are as follows:

- A portion of the subject property requesting "Character District-5" zoning is designated as "NP" Not Preferred within an "Area of Stability – Open Space" designation on the Preferred Scenario Map. These Open Space areas are generally suitable for limited residential and agricultural uses. Alternatively, a portion of the subject property is in a "Low Intensity" designation and is located along an "Employment Corridor" where Character Districts zoning designations are to be "Considered".
- The proposed zoning change to Character District-5 is not compatible with surrounding existing uses such as rural and agricultural land. However, the future FM 110 (see attached FM 110 map) adjacent to the property will most likely attract a diverse array of uses.
- The Comprehensive Plan envisions mixed-use building types at nodes and along corridors in Low Intensity areas. While the street network interior to the development is not identified at this time the majority of the proposed CD-5 zoning is located along the future FM 110 corridor.
- A portion of the subject property is located within the 100-year floodplain. The preservation of flood hazard areas and environmentally sensitive lands should be considered as part of this zoning proposal and the allowed uses impervious cover maximums and uses under Character District-5 zoning.

- Hays County provides the following overview of the FM 110 project:

  This project continues the loop east of San Marcos and involves initially constructing two travel lanes (one in each direction) with 10-foot shoulders where no road currently exists for the approximately 11.3-mile corridor and includes an interchange at SH 21 and a railroad overpass at the Union Pacific Railroad tracks. As traffic increases over time, two additional

travel lanes and additional interchanges would be constructed. Initial construction costs will be funded through Transportation Reinvestment Zones (TRZs) created by Hays County and the City of San Marcos to capture a portion of the increased value of development occurring along the alignment. Caldwell County will also contribute to the project cost. The County is funding and conducting project development simultaneously for the initial stage of all three sections. TxDOT will let and manage construction of the project. Water line relocations will be in construction contracts.

Additional details regarding this analysis is outlined in the staff report and the Comprehensive Plan Analysis checklist.

Comments from Other Departments

Police	No issues with the proposed development.
Fire	This development is outside the City's existing fire station network's coverage area and a fire station location would ensure optimal coverage and response times. Portions of the development fall outside a 5-road mile distance (based on current road network) from an existing station which results in an ISO PPC (ISO Public Protection Program) rating of 10+. This rating indicates that the area's fire suppression doesn't meet the program's minimum criteria.
Public Services	No issues with the proposed development.
Engineering	A portion of the tract requested as CD-5 is in the regulatory floodway. Development in the regulatory floodway is prohibited unless the applicant is able to process a Conditional Letter of Map Revision or Letter of Map Revision to remove this area from the floodplain, demonstrate no increase in water surface elevation, and meet compensatory storage requirements per City Code of Ordinances, Chapter 39-Flood Damage Prevention. Engineering staff recommends that this tract be removed from the zoning request.

Zoning Request	2801 Staples Road
ZC-20-18	

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** *The subject property is located within an "Area of Stability-Low Intensity" designation and an "Area of Stability- Open Space" designation on the Preferred Scenario Map. Per the Comprehensive Plan, "Character Districts" such as Character District-5 zoning are "Considered" within Low Intensity designations and are "Not Preferred" in Open Space designations on the Preferred Scenario Map. When a zoning map amendment is Not Preferred, further scrutiny is required to determine consistency with the Comprehensive Plan based on the criteria in Section 2.5.1.4 and the district intent under Division 4, Chapter 4, Article 1.* *The Comprehensive Plan Preferred Scenario Map establishes Open Space designations as areas "not developed and which are generally suitable for very limited residential or agricultural uses". The Comprehensive Plan envisions such uses as community gardens, recreation related commercial, camping, single family residential, bed & breakfasts, and home office as potential uses in this area. This does not align with the CD-5 district purpose which is to provide for a variety of residential, retail, service, and commercial uses.* *Although a portion of the proposed zoning is in a "Not Preferred" designation on the Preferred Scenario Map and the proposed zoning does not match the existing character of the area as called for in Low Intensity designations, the Preferred Scenario Map also identifies FM 110 as an Employment Corridor. As per the Comprehensive Plan, Employment Corridors are primarily intended to "serve major employment related land uses" and should include "some mixture in uses including limited residential". This aligns with the Character District-5 zoning district's intent and purpose which is to provide for a variety of residential, retail, service, and commercial uses.*

Zoning Request	2801 Staples Road
ZC-20-18	

Evaluation			Criteria for Approval (Sec.2.5.1.4)
Consistent	Inconsistent	Neutral	
		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 in effect.*
		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** *Character District-5 zoning primarily allows for attached and multifamily residential uses, a variety of commercial uses, with some allowances for light industrial uses (see attached land use matrix comparison exhibit). This zoning district is intended to "provide for a variety of residential, retail, service, and commercial uses" and to "promote walkability and compatibility through restricted auto-oriented uses, mixed use, and pedestrian-oriented activity".* *The immediately surrounding area is not comprised of mixed residential and commercial uses but is almost exclusively rural/agricultural properties. However, while the area is currently agriculture/rural and there are no adjacent residential or commercial uses, the future FM 110 development adjacent to the property is likely to attract a diverse array of uses. In addition, mixed-use development would be appropriate at the nodes and along corridors. The location of these nodes and corridors is not known at the time of zoning.*
		X	**Whether the proposed zoning will reinforce the existing or planned character of the area** *Approval of this zoning change will not reinforce the existing character of the area which is primarily rural/agricultural and open space. However, the planned FM 110 will alter the existing character of the surrounding area as it will be a major eastern transportation loop.*

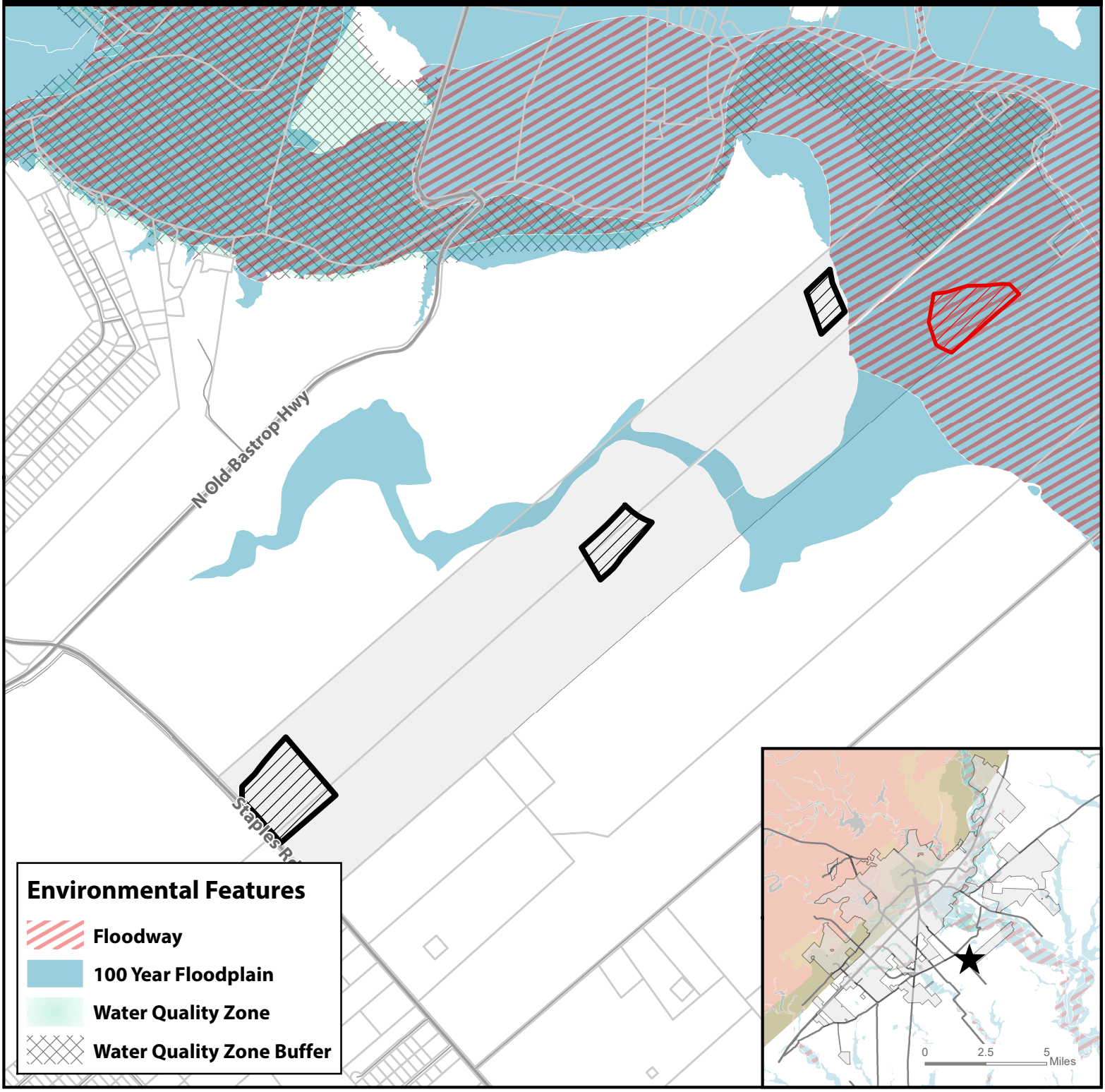
Zoning Request	2801 Staples Road
ZC-20-18	

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, will have easy access to the future FM 110, and will be required to construct roadways and utility infrastructure consistent with the Character District-5 zoning district. A portion of the subject property is shown to be on a moderate to highly constrained area on the Land Use Suitability Map primarily due to it being located within the regulatory floodway.*
X			**Whether there are substantial reasons why the property cannot be used according to the existing zoning** *The property is currently zoned Future Development (FD). The FD zoning district is intended to serve as a temporary zoning district for recently annexed properties that shall be developed in the future but are not yet ready to be zoned for a particular use.*
X			**Whether there is a need for the proposed use at the proposed location** *The proposed rezoning would allow primarily commercial uses with allowances for attached and multifamily uses. The subject property's location along FM 110 would allow for such uses to be developed in accordance with city standards with access to a major transportation thoroughfare.*
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 not located within the City's water service area and will be served by Crystal Clear Special Utility District. The property is not located within the City's wastewater service area and will be required to extend City wastewater lines to the property. This development is outside the City's existing fire station network's coverage area and a fire station location would ensure optimal coverage and response times.*
X			**Whether the proposed rezoning will have a significant adverse impact on property in the vicinity of the subject property** *The surrounding property is primarily vacant agricultural/rural. While this existing land type does not complement the proposed Character District-5 zoning there are no anticipated adverse impacts.*

Zoning Request	2801 Staples Road
ZC-20-18	

Evaluation			Criteria for Approval (Sec.2.5.1.4)
Consistent	Inconsistent	Neutral	
		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** *A portion of the subject property is located within moderate to highly constrained area according to the Land Use Suitability Map and is located within the regulatory floodway. High density/high intensity uses are not ideal in this location.*
X			**Any other factors which shall substantially affect the public health, safety, morals, or general welfare** *None noted.*

ZC-20-18
Alternative Staff Recommendation-Removal of 12.5 Acre Tract
Mayan CD-5 Zoning – 2801 Staples Road



Site Location

Parcels

City Limit

CD-5: Staff Recommended

CD-5 Zoning: Not Recommended

N

0 1,000 2,000 4,000 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: 7/30/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-18 Mayan CD-5\GIS\ZC-20-18_Alt Staff Recommendation.mxd

THE MAYAN AT SAN MARCOS RIVER, LLC
22711 Fossil Peak
San Antonio, TX 78261
Phone (210) 331-3453

City of San Marcos
Planning Department
630 E. Hopkins
San Marcos, TX 78666

RE: Partial Withdraw of Request for Rezoning for CD5 on Zoning Case ZC-20-18 :: Part 4 -12.546 Acres

To whom it may concern:

Based on our discussions with the City Planning Staff, we have agreed to withdraw our request to have the 12.546 acre tract rezoned from FD to CD-5. We are withdrawing our request, based in part, to protect the flood prone area from development. We are in agreement that this 12.546 acre tract can retain the zoning of FD.

Additionally, the Mayan is willing to incorporate a provision into the Settlement Agreement under consideration with the City pursuant to the abatement order in the in the 4th Court of Appeals that would specify an agreed buffer between the portion of the LI area to be developed and the edge of the flood plain. This agreement, once approved, will be enforceable by order of the Court.

We respectfully request the Zoning Commission to recommend approval of the remainder of the zoning changes as requested by the Mayan.

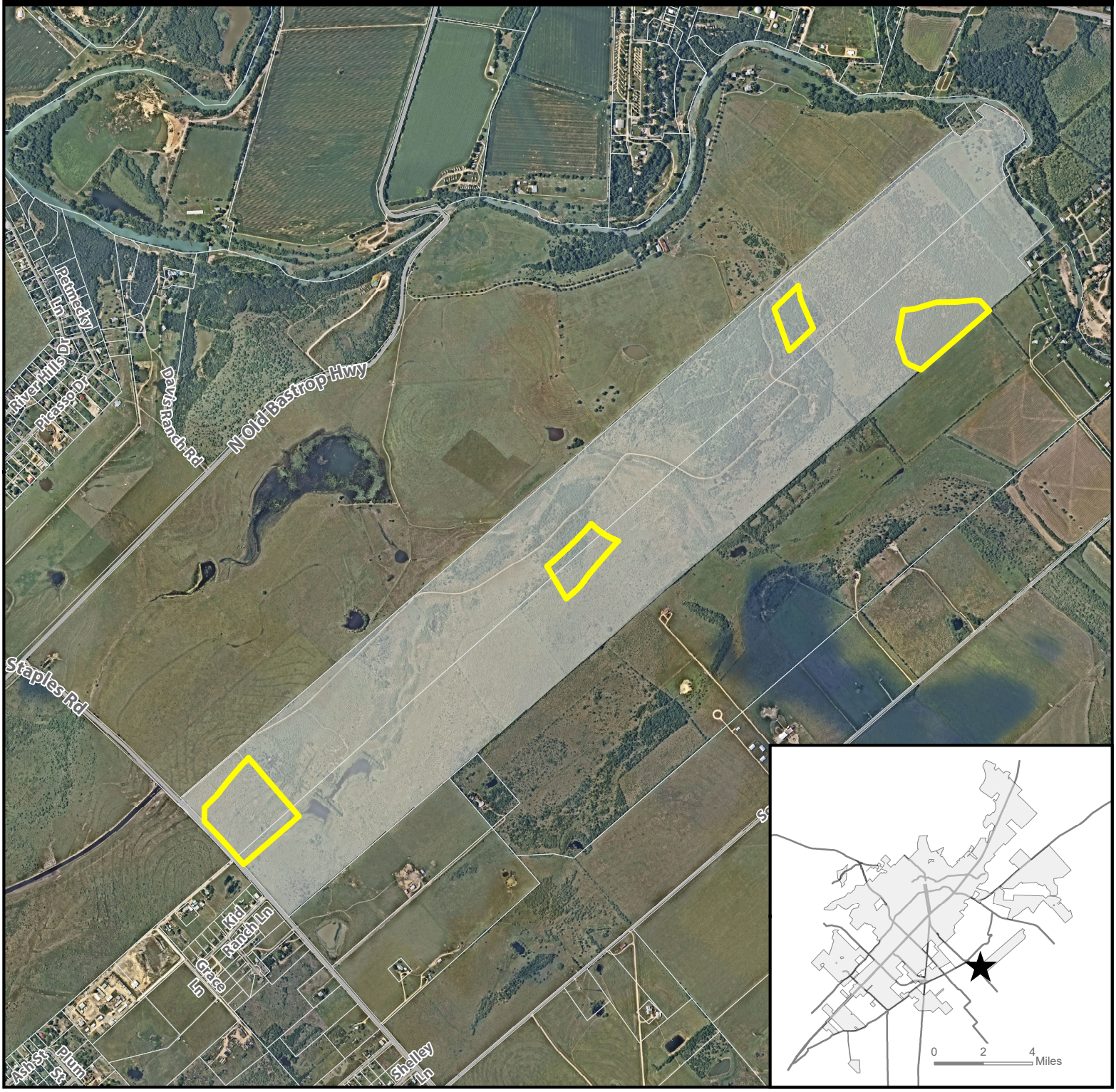
Please note that this letter and the zoning application filed by the Mayan are subject to the provisions of a Rule 11 Agreement that has been signed by both legal counsel for the applicant and the City.

Thank you for your consideration of this matter.

THE MAYAN AT SAN MARCOS RIVER, LLC

BY: Todd Burek
Todd Burek, Manager/Member

ZC-20-18
Aerial View
Mayan CD-5 Zoning – 2801 Staples Road



Site Location

Subject Property

Parcel

City Limit

N

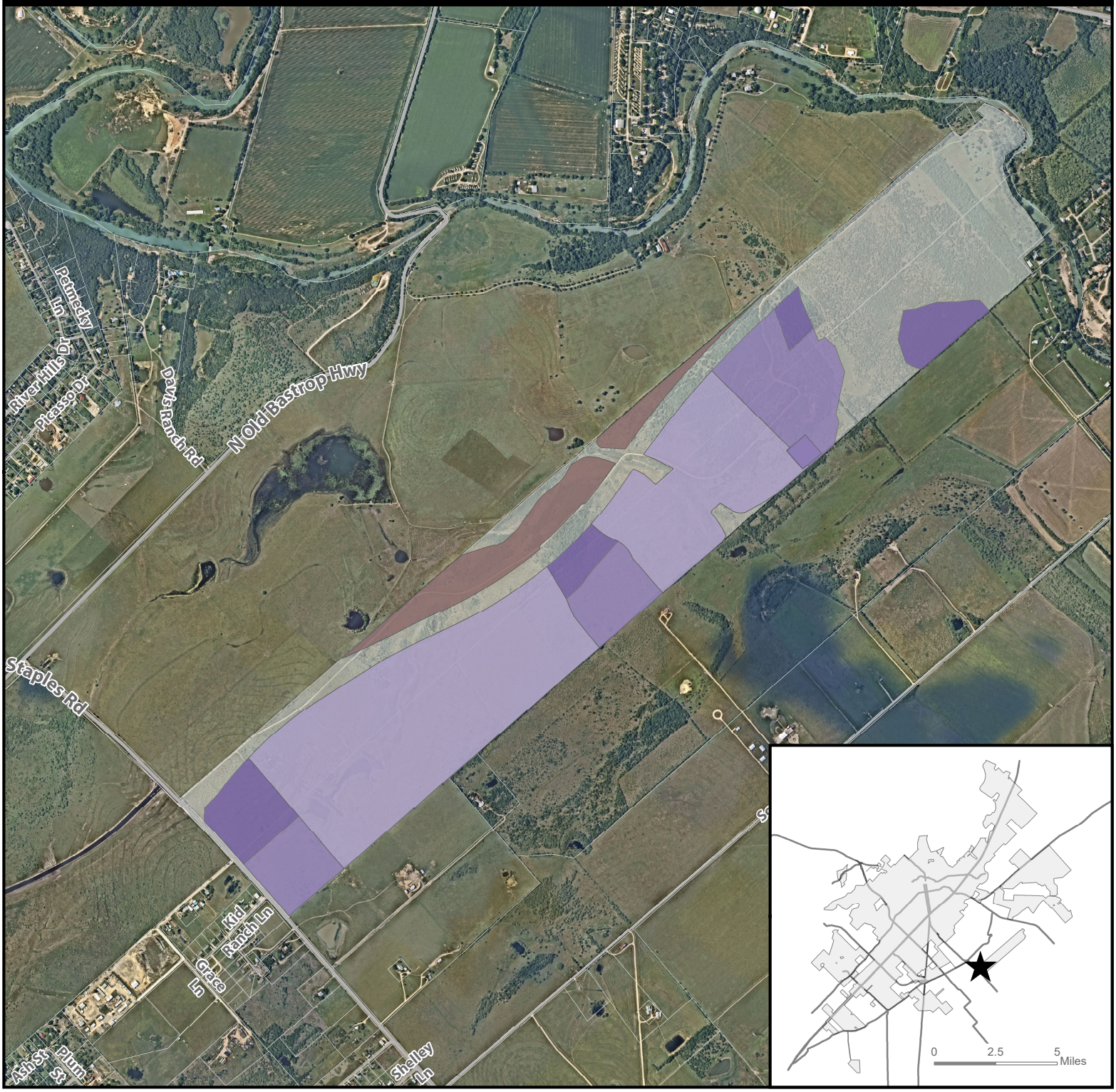
0 1,000 2,000 4,000 Feet

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: 7/28/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-18 Mayan CD-5\GIS\ZC-20-18_Aerial Map.mxd

ZC-20-17, ZC-20-18, ZC-20-19, ZC-20-20
Requested Zoning
Mayan LI, CD-3, CD-4, CD-5 Zoning – 2801 Staples Road



★ **Site Location**

Parcel

City Limit

Requested Zoning

- **CD-3**
- **CD-4**
- **CD-5**
- **LI**

N

0 1,000 2,000 4,000 Feet

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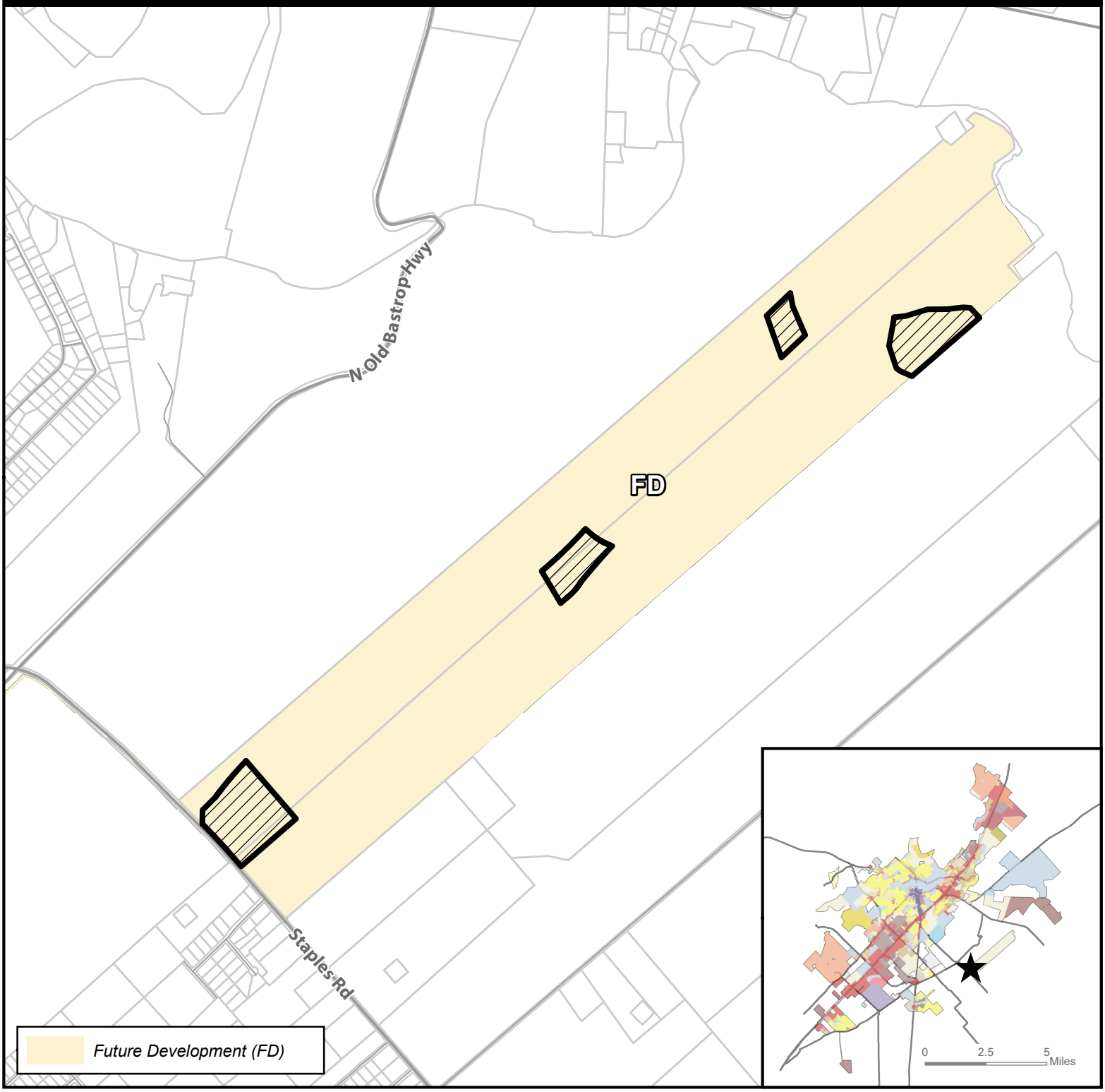
Map Date: 7/30/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-17 Mayan LI\GIS\ZC-20-17_20 Overall Zoning Map.mxd

ZC-20-18
Existing Zoning
Mayan CD-5 Zoning – 2801 Staples Road



★ **Site Location**

Subject Property

Parcels

City Limit

N

0 1,000 2,000 4,000 Feet

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Map Date: 7/30/2020

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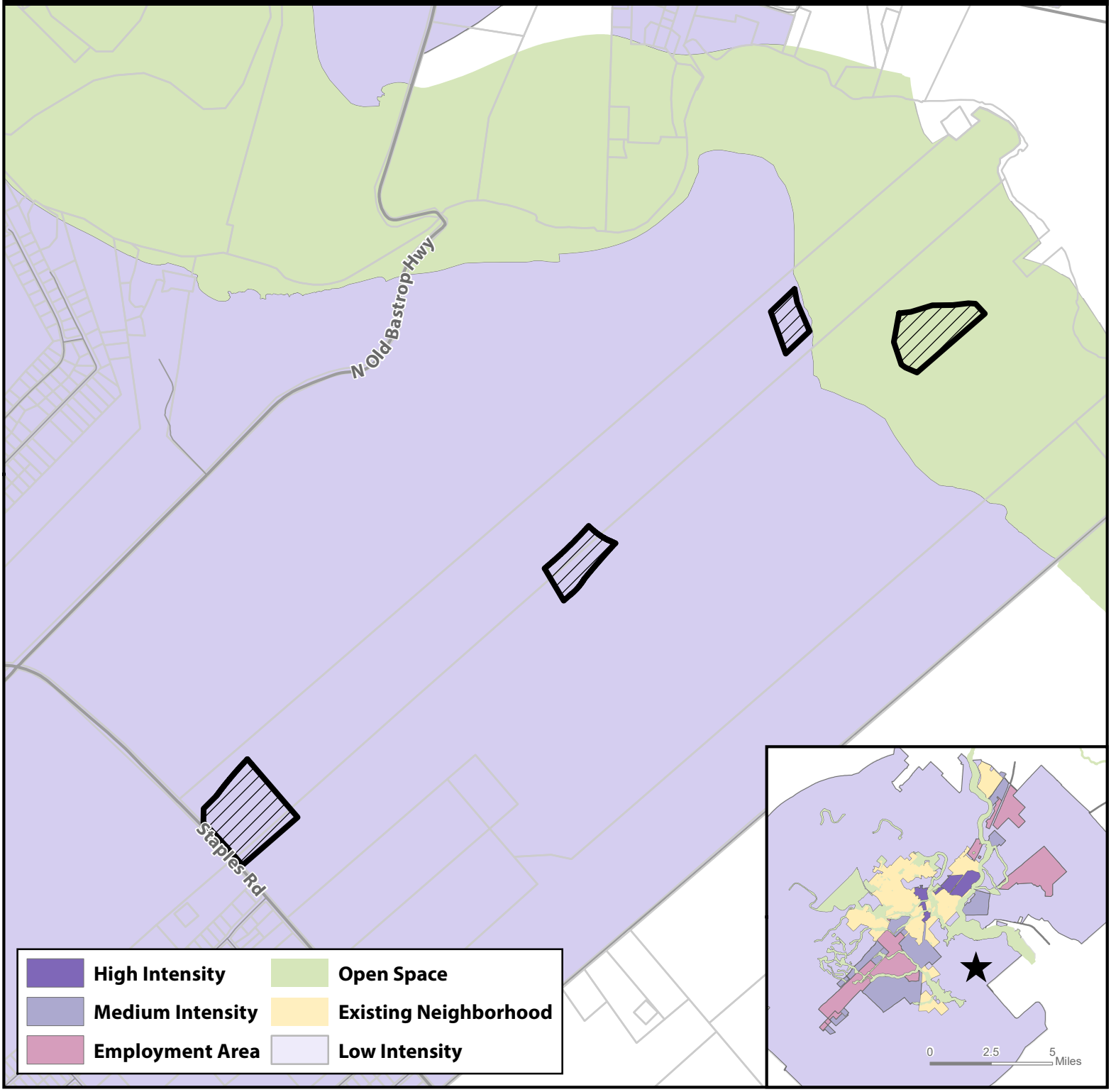
ZC-20-18
Preferred Scenario
Mayan CD-5 Zoning – 2801 Staples Road



Site Location

Subject Property

Parcels

City Limit

N

0 1,000 2,000 4,000 Feet

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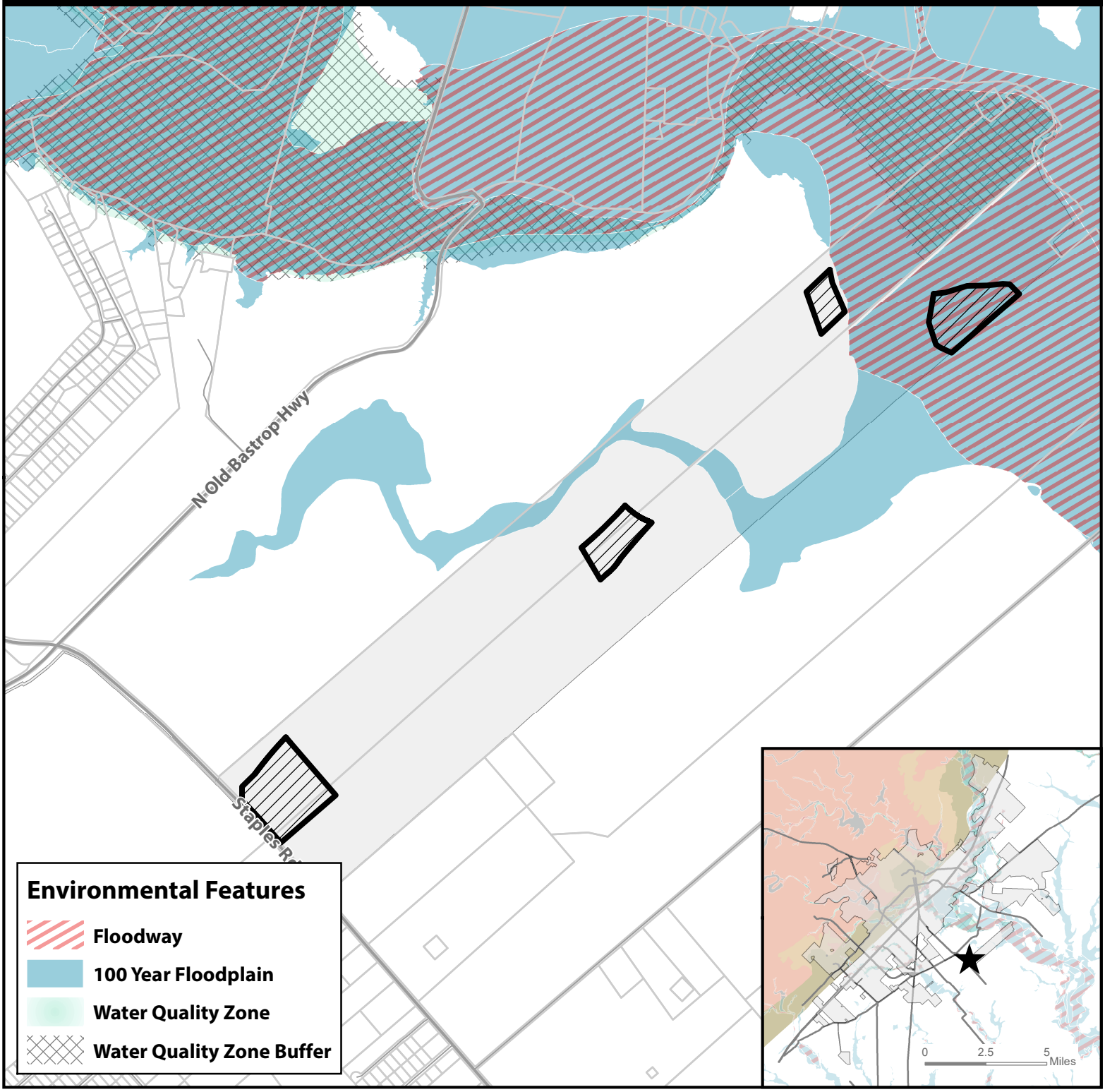
Map Date: 7/28/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-18 Mayan CD-5\GIS\ZC-20-18_PreferredScenario.mxd

ZC-20-18
Environmental Features
Mayan CD-5 Zoning – 2801 Staples Road



Site Location

Subject Property

Parcels

City Limit

N

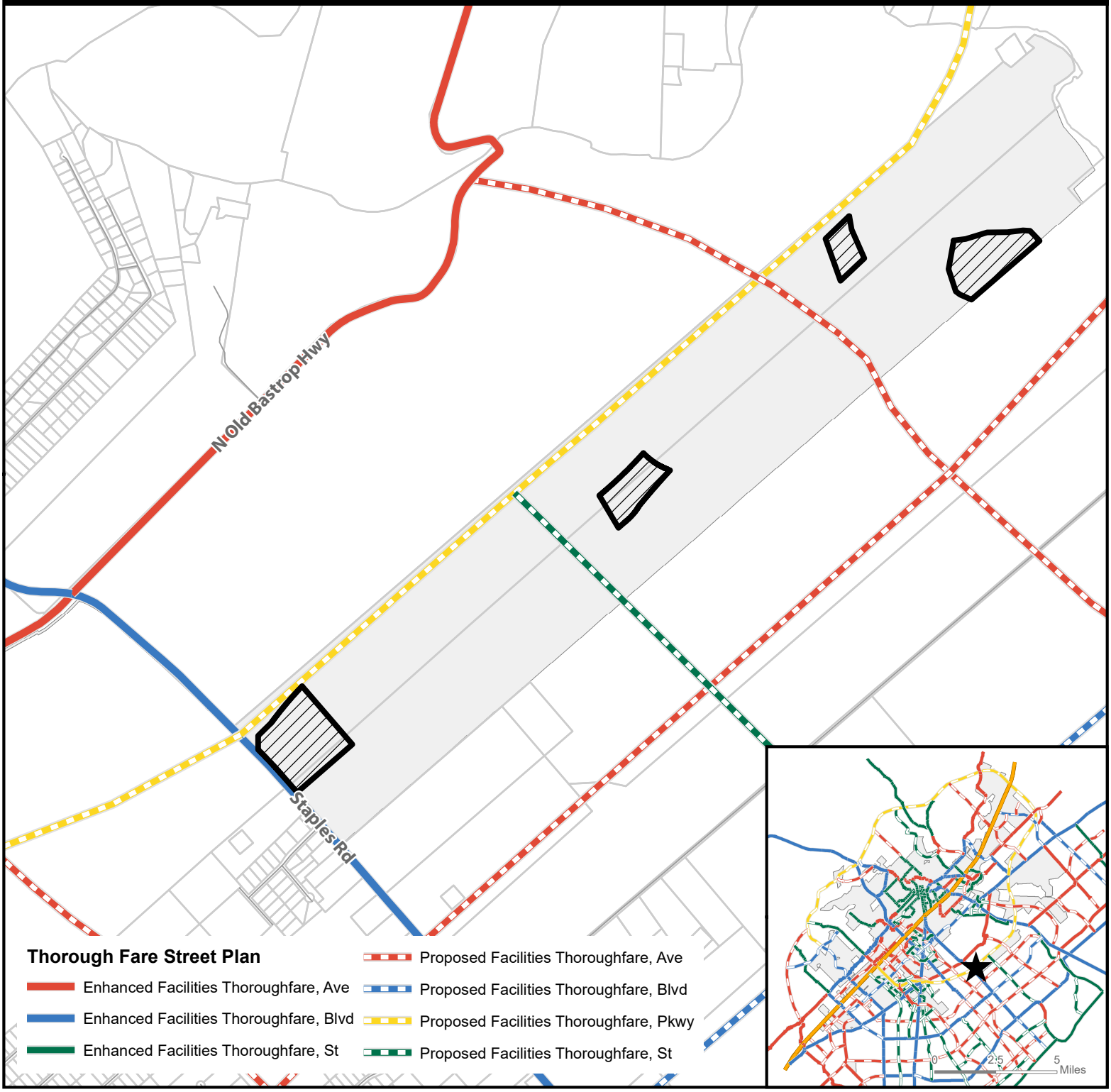
0 1,000 2,000 4,000 Feet

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: 7/28/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-18 Mayan CD-5\GIS\ZC-20-18_EnvironmentalFeatures.mxd

ZC-20-18
Transportation Master Plan
Mayan CD-5 Zoning – 2801 Staples Road



Thorough Fare Street Plan

- Enhanced Facilities Thoroughfare, Ave
- Enhanced Facilities Thoroughfare, Blvd
- Enhanced Facilities Thoroughfare, St
- Proposed Facilities Thoroughfare, Ave
- Proposed Facilities Thoroughfare, Blvd
- Proposed Facilities Thoroughfare, Pkwy
- Proposed Facilities Thoroughfare, St

- Site Location
- Subject Property
- Parcels
- City Limit

N

0 1,000 2,000 4,000 Feet

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Map Date: 7/28/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-18 Mayan CD-5\GIS\ZC-20-18_TMP.mxd

ZC-20-18
400' Notification Buffer
Mayan CD-5 Zoning – 2801 Staples Road

★ **Site Location**

Subject Property

400' Buffer

Parcel

City Limit

N

0 1,000 2,000 4,000 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: 7/28/2020

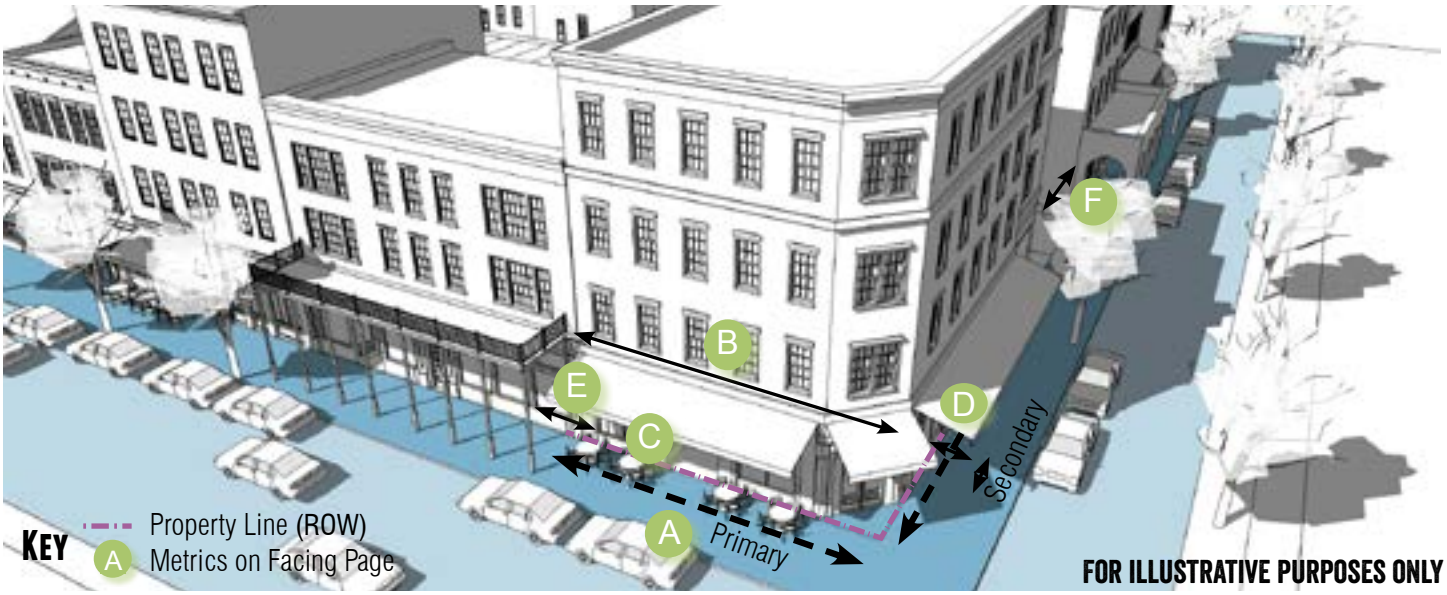
Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-18 Mayan CD-5\GIS\ZC-20-18_Notification Map.mxd

ZC-20-18 Notification List

Owner Name	Owner Address 1	Owner City	Owner State	Zip
Property Owner	106 Kid Ranch Ln	San Marcos	TX	78666
Property Owner	2801 Staples RD	San Marcos	TX	78666
Property Owner	3020 FM 621	San Marcos	TX	78666
Property Owner	3010 FM 621	San Marcos	TX	78666

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.

Future Development vs. Character District-5

Section 4.2.1.2 Building Types Allowed by District

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

Future Development vs. Character District-5

Section 5.1.1.2 Land Use Matrix

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:* **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) *****Additional stories can be allowed by City Council via alternative compliance
Setbacks	50' minimum front, 20' side, and 20% of total lot depth measured at point of greatest depth in rear	0' minimum/12' max front, 0' side, and 0' rear
Impervious Cover (max)	30%	100%
Lot Sizes	Minimum 2 acres lot area, Minimum 200 ft lot width	Allows a variety of lot sizes depending on Building Type with 1,100 sq ft in area and 15' lot in width being the smallest allowed minimums
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

***ZC-20-18 (The Mayan-Character District-5 Zoning) 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 Low 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		**26%**	**40%**	**26%**	**8%**
Constraint by Class					
Cultural	**72%**			**28%**	
Edwards Aquifer	**100%**				
Endangered Species	**100%**				
Floodplains	**68%**	**3%**		**23%**	**6%**
Geological	**100%**				
Slope	**100%**				
Soils	**54%**	**37%**		**9%**	
Vegetation	**100%**				
Watersheds		**26%**	**74%**		
Water Quality Zone	**61%**			**5%**	**34%**

ENVIRONMENT & RESOURCE PROTECTION – Water Quality Model Results

Located in Subwatershed:	**Lower San Marcos River 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 16% increase of impervious cover under the Preferred Scenario of development compared to a 91% increase under the trend scenario. The Plan predicted that the amount of urban land (meaning in City limits and not agriculture or undeveloped) in this watershed would increase from 7% to 9% under the Preferred Scenario of Development as compared to an increase to 14% under the trend scenario. The trend scenario envisioned lower density, single family development South of the San Marcos River while the preferred scenario envisioned medium density development concentrated along the Highway 80 and Highway 21 intersection.**

According to the model, this watershed has a high amount of bacteria loadings based on the amount of cattle per acre and recommends various landscape management methods such as native grasses and shrubs to provide vegetative filter strips and reduce the rate of erosion.

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 the future FM-110 extension and Staples 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 El Camino Real Park which is located approximately 2 miles from the closest property in the proposed development.**					**X**
Wastewater service available? **The developer will be required to extend wastewater service to the development. Wastewater lines will be required throughout the development to service the property.**					**X**
Water service available? **The property is located in Crystal Clear CCN. The developer will be required to extend water service to the development as needed. 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 **Staples Road**	**X**				

Existing Peak LOS	**Staples Road**	**X**				
Preferred Scenario Daily LOS	**Staples Road** **FM-110**			**X**		 **X**
Preferred Scenario Peak LOS	**Staples Road** **FM-110**	**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

7/24/2020 **ZC-20-18**

Notice of Public Hearing
Zoning Change Request
"FD" Future Development to "CD-5" Character District-5
2801 Staples Road

Hold a public hearing and consider a request by Todd Burek, on behalf of The Mayan at San Marcos River 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 42.872 acres, more or less, out of the Benjamin & Graves Fulcher Survey, Abstract No. 813, the William A. Matthews Survey, Abstract No. 305, and the William Burnett Jr. Survey, Abstract No. 56, Hays County, Texas, and the Benjamin & Graves Fulcher Survey, Abstract No. 21, Guadalupe County, Texas, generally located at 2801 Staples 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, August 11, 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, September 1, 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-20-18.**

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

ZONING CHANGE, OVERLAY OR ESTABLISHMENT OF A HISTORIC DISTRICT/LANDMARK APPLICATION

Updated: October, 2019

CONTACT INFORMATION

Character District 5 Commericial

Applicant's Name	Todd Burek	**Property Owner**	Todd Burek
Company	Mayans at San Marcos River	**Company**	Mayans at San Marcos River
Applicant's Mailing Address	22711 Fossil Peak San Marcos, TX 78216	**Owner's Mailing Address**	22711 Fossil Peak San Marcos, TX 78216
Applicant's Phone #	210-313-3453	**Owner's Phone #**	210-313-3453
Applicant's Email	todd.burek@gmail.com	**Owner's Email**	todd.burek@gmail.com

PROPERTY INFORMATION

Subject Property Address(es): FM 621 San Marcos, TX 78666

Legal Description: **Lot** _____ **Block** _____ **Subdivision** _____

Total Acreage: 42.96 **Tax ID #: R** 25912, R92442, R16386, R151618, R151617, R55712

Preferred Scenario Designation: _____ **Existing Zoning:** Future development

Existing Land Use(s): Agriculture

DESCRIPTION OF REQUEST

Proposed Zoning District(s): Character District 5 (CD-5)

Proposed Land Uses / Reason for Change: multi use to include residential, commercial and Multifamily.

Rezone from FD to Character District 5 (CD-5) to allow multi-use residential, multifamily and commercial use

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, Todd Burek (owner name) on behalf of Mayan at San Marcos River, LLC. (company, if applicable) acknowledge that I/we am/are the rightful owner of the property located at 22711 Fossil Peak San Marcos, TX 78216 (address).

I hereby authorize N/A (agent name) on behalf of N/A (agent company) to file this application for N/A (application type), and, if necessary, to work with the Responsible Official / Department on my behalf throughout the process.

Signature of Owner: _____ Date: _____

Printed Name, Title: _____

Signature of Agent: _____ Date: _____

Printed Name, Title: _____

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.***

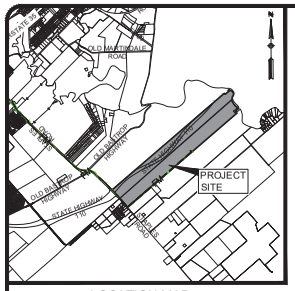
- Personal Notice: if required by code, staff shall mail personal notice in accordance with City Codes and the Texas Local Government Code. ***If, for any reason, more than one notice is required to be mailed it may be at the expense of the applicant. The renotification fee shall be $91 plus a $13 technology 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: Todd Burek Date: 06/29/2020

Print Name: Todd Burek

Form Updated October, 2019



LOCATION MAP
N.T.S.

CURRENT ZONING

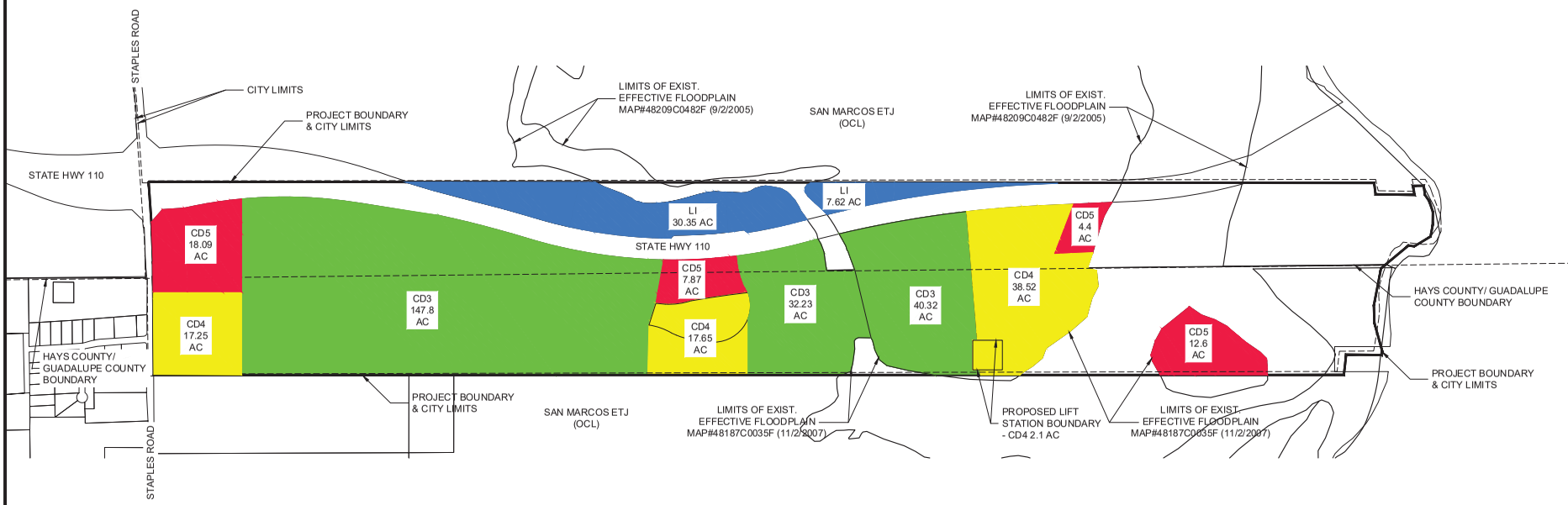
FUTURE DEVELOPMENT (FD)

PROPOSED ZONING

- CHARACTER DISTRICT 3 - RESIDENTIAL (CD3)
- CHARACTER DISTRICT 4 - MULTIFAMILY (CD4)
- CHARACTER DISTRICT 5 - COMMERCIAL (CD5)
- LIGHT INDUSTRIAL (LI)

500 250 0 500 1000

SCALE IN FEET
SCALE: 1"=500'



THE MAYAN
ZONING DEDICATION EXHIBIT

REVISIONS			
NO.	DESCRIPTION	BY	DATE

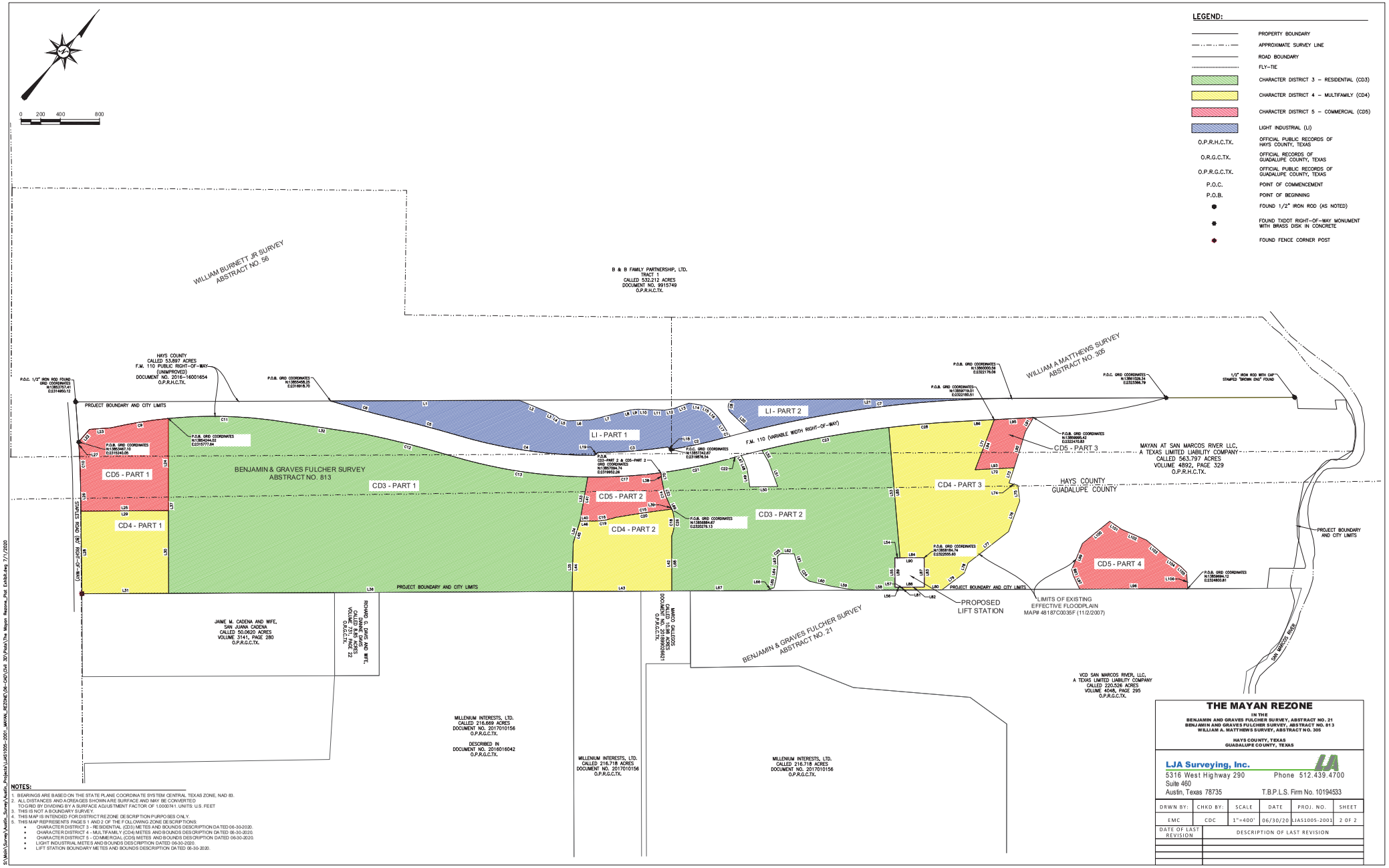
DATE: 04/08/2020
DESIGNED BY:
DRAWN BY: NB
CHECKED BY:
DRAWING NAME: Zoning Exhibit_Revised.dwg

LJA Engineering, Inc.
1100 NE Loop 410
Suite 850
San Antonio, Texas 78209
Phone 210.503.2700
Fax 210.503.2749
TBPE Reg. No. F-1386

JOB NUMBER: SA193-426

SHEET NO. 1
OF 1 SHEETS

I:\SA193 Mayan of San Marcos\SA425 Mayan Subdivision\Civil Site Development Plans\Q96c-Exhibit\Zoning Exhibit_Revised.dwg
User: Nathan Bellah
Last Modified: Jan. 20, 20 - 13:13
Plot Date/Time: Jul. 13, 20 - 10:10:10



NOTES:

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM CENTRAL TEXAS ZONE, NAD 83.
2. ALL DISTANCES AND ACREAGES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.0000741. UNITS: U.S. FEET
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS MAP IS INTENDED FOR DISTRICT REZONE DESCRIPTION PURPOSES ONLY.
5. THIS MAP REPRESENTS PAGES 1 AND 2 OF THE FOLLOWING ZONE DESCRIPTIONS:
   - CHARACTER DISTRICT 3 - RESIDENTIAL (CD3) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - CHARACTER DISTRICT 4 - MULTIFAMILY (CD4) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - CHARACTER DISTRICT 5 - COMMERCIAL (CD5) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - LIGHT INDUSTRIAL METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - LIFT STATION BOUNDARY METES AND BOUNDS DESCRIPTION DATED 06-30-2020.

THE MAYAN REZONE

IN THE
BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 21
BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 813
WILLIAM A. MATTHEWS SURVEY, ABSTRACT NO. 305

HAYS COUNTY, TEXAS
GUADALUPE COUNTY, TEXAS

LJA Surveying, Inc.
5316 West Highway 290
Suite 460
Austin, Texas 78735
Phone 512.439.4700
T.B.P.L.S. Firm No. 10194533

DRWN BY:	CHKD BY:	SCALE	DATE	PROJ. NO.	SHEET
EMC	CDC	1"=400'	06/30/20	LJAS1005-2001	2 OF 2

DATE OF LAST REVISION	DESCRIPTION OF LAST REVISION

S:\Work\Survey\Austin_Survey\Austin_Projects\LJAS1005-2001_MAYAN_REZONE\08-CAD\Civil 3D\Plats\The Mayan Rezone_Plat Exhibit.dwg 7/1/2020

CD3 – PART 1 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L32	N57°54'51"E	870.57'
L33	S30°40'06"E	458.24'
L34	S23°12'13"E	231.61'
L35	S39°20'19"E	496.08'
L36	S49°07'28"W	4114.99'
L37	N40°45'42"W	940.79'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C11	1144.874	4632.000	14°09'42"	N50°50'00"E	1141.96
C12	918.636	10990.000	4°47'21"	N63°37'19"E	918.37
C13	1407.056	5110.000	15°46'36"	N58°07'37"E	1402.62

CD3 – PART 2 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L47	S71°35'49"E	51.89'
L48	S61°21'41"E	97.53'
L49	S48°55'04"E	185.91'
L50	N48°33'29"E	285.39'
L51	N60°57'46"W	260.95'
L52	N70°06'45"W	143.14'
L53	S45°32'31"E	1334.51'
L54	S49°14'18"W	53.37'
L55	S40°45'42"E	300.02'
L56	N49°14'18"E	78.46'
L57	S45°32'31"E	28.55'
L58	S49°07'28"W	485.78'
L59	S58°50'30"W	244.60'
L60	S62°03'42"W	225.66'
L61	N57°53'58"W	130.53'
L62	S50°17'42"W	129.27'
L63	S43°21'28"E	80.86'
L64	S33°11'43"E	149.74'
L65	S27°01'01"E	87.04'
L66	S28°42'09"W	82.91'
L67	S49°07'28"W	965.00'
L68	N40°45'42"W	562.59'
L69	N65°57'47"W	32.38'
L70	N47°59'08"W	77.76'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C21	706.696	5110.000	7°55'26"	N37°53'25"E	706.13
C22	131.124	10990.000	0°41'01"	N34°16'13"E	131.12
C23	1315.483	10990.000	6°51'30"	N39°10'58"E	1314.70
C24	205.267	224.234	52°26'58"	N78°40'09"W	198.17
C25	55.538	49.900	63°46'10"	S10°01'38"W	52.72
C26	278.659	373.627	42°43'57"	N40°13'28"W	272.24
C27	281.618	770.725	20°56'08"	N58°50'07"W	280.05

CD4 – PART 1 LINE TABLE

Line Table		
Line #	Bearing	Length
L28	N41°21'04"W	843.29'
L29	N49°07'28"E	893.28'
L30	S40°45'42"E	843.26'
L31	S49°07'28"W	884.61'

CD4 – PART 2 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L42	S40°45'42"E	562.59'
L43	S49°07'28"W	1016.53'
L44	N39°20'19"W	496.08'
L45	N23°12'13"W	231.61'
L46	N48°11'21"E	97.07'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C18	278.659	373.627	42°43'57"	S40°13'28"E	272.24
C19	268.652	707.273	21°45'48"	N41°34'38"E	267.04
C20	581.181	9855.553	3°22'43"	N41°03'17"E	581.10

CD4 – PART 3 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L71	S19°40'40"E	547.44'
L72	N46°32'15"E	400.03'
L73	S21°47'22"E	163.38'
L74	N64°44'14"E	94.32'
L75	S47°01'56"E	161.57'
L76	S20°30'11"E	331.37'
L77	S11°34'07"W	523.34'
L78	S20°06'04"E	106.23'
L79	S12°14'11"W	286.70'
L80	S49°07'28"W	399.55'
L81	N45°32'31"W	28.55'
L82	N49°14'18"E	221.56'
L83	N40°45'42"W	300.02'
L84	S49°14'18"W	246.65'
L85	N45°32'31"W	1334.51'
L86	N46°24'19"E	350.98'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C28	727.641	10990.000	3°47'37"	N44°30'31"E	727.51

PROPOSED LIFT STATION LINE TABLE

Line Table		
Line #	Bearing	Length
L87	S40°45'42"E	300.02'
L88	S49°14'18"W	221.56'
L89	N40°45'42"W	300.02'
L90	N49°14'18"E	246.65'

LI – PART 1 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L1	N49°10'24"E	1925.25'
L2	N72°05'03"E	299.59'
L3	N74°46'40"E	108.12'
L4	N89°52'45"E	39.44'
L5	N64°09'35"E	90.85'
L6	N46°49'14"E	235.44'
L7	N35°19'08"E	331.75'
L8	N36°08'22"E	90.92'
L9	N43°29'42"E	73.77'
L10	N52°00'06"E	114.50'
L11	N51°18'05"E	158.56'
L12	N38°41'51"E	94.30'
L13	N29°54'36"E	162.95'
L14	N58°37'53"E	158.19'
L15	N78°28'41"E	71.84'
L16	S83°25'51"E	119.32'
L17	S73°02'48"E	223.87'
L18	S85°17'04"W	42.56'
L19	S04°27'07"W	42.56'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	76.169	11210.000	0°23'22"	S34°07'24"W	76.17
C2	542.452	4860.000	6°23'42"	S37°06'24"W	542.17
C3	717.411	4860.000	8°27'28"	S44°52'05"W	716.76
C4	1413.728	4890.000	16°33'52"	S57°44'03"W	1408.81
C5	628.562	11210.000	3°12'46"	S64°24'36"W	628.48
C6	717.466	11052.000	3°43'10"	S64°39'49"W	717.34

LI – PART 2 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L20	N86°54'48"W	263.84'
L21	N49°10'24"E	2834.23'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C7	2697.865	11210.009	13°47'21"	S42°16'42"W	2691.36
C8	178.014	79.177	128°49'06"	N29°37'51"W	142.82

CD5 – PART 1 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L22	N00°07'28"E	169.59'
L23	N45°11'07"E	222.18'
L24	S40°45'42"E	940.79'
L25	S49°07'28"W	893.28'
L26	N41°21'04"W	300.48'
L27	N44°51'11"W	52.82'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C9	589.764	4632.000	7°17'42"	N40°06'18"E	589.37
C10	352.303	5767.278	3°30'00"	N43°06'04"W	352.25

CD5 – PART 2 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L38	S47°59'08"E	77.76'
L39	S65°57'47"E	32.38'
L40	S48°11'21"W	97.07'
L41	N30°40'06"W	458.24'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C14	281.618	770.725	20°56'08"	S58°50'07"E	280.05
C15	581.181	9855.553	3°22'43"	S41°03'17"W	581.10
C16	268.652	707.273	21°45'48"	S41°34'38"W	267.04
C17	747.962	5110.000	8°23'11"	N46°02'44"E	747.29

CD5 – PART 3 LINE TABLE

Line Table		
Line #	Bearing	Length
L91	S10°39'10"E	165.19'
L92	S23°27'29"E	386.34'
L93	S46°32'15"W	400.03'
L94	N19°40'40"W	547.44'
L95	N46°24'19"E	400.92'

CD5 – PART 4 LINE TABLE

Line Table		
Line #	Bearing	Length
L96	S49°07'28"W	1101.24'
L97	N65°57'58"W	152.79'
L98	N55°05'34"W	63.62'
L99	N18°22'18"W	287.89'
L100	N10°10'40"E	358.74'
L101	N83°26'00"E	146.21'
L102	N72°54'07"E	276.22'
L103	N89°16'20"E	248.87'
L104	N83°43'18"E	191.63'
L105	S85°51'24"E	87.58'
L106	S43°58'55"E	166.76'

NOTES:

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM CENTRAL TEXAS ZONE, NAD 83.
2. ALL DISTANCES AND ACREAGES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.0000741. UNITS: U.S. FEET
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS MAP IS INTENDED FOR DISTRICT REZONE DESCRIPTION PURPOSES ONLY.
5. THIS MAP REPRESENTS PAGES 1 AND 2 OF THE FOLLOWING ZONE DESCRIPTIONS:
   - CHARACTER DISTRICT 3 - RESIDENTIAL (CD3) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - CHARACTER DISTRICT 4 - MULTIFAMILY (CD4) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - CHARACTER DISTRICT 5 - COMMERCIAL (CD5) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - LIGHT INDUSTRIAL METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - LIFT STATION BOUNDARY METES AND BOUNDS DESCRIPTION DATED 06-30-2020.

GORDON N. ANDERSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6617

THE MAYAN REZONE

IN THE
BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 21
BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 813
WILLIAM A. MATTHEWS SURVEY, ABSTRACT NO. 305

HAYS COUNTY, TEXAS
GUADALUPE COUNTY, TEXAS

LJA Surveying, Inc.
5316 West Highway 290
Suite 460
Austin, Texas 78735
Phone 512.439.4700
T.B.P.L.S. Firm No. 10194533

DRWN BY:	CHKD BY:	SCALE	DATE	PROJ. NO.	SHEET
EMC	CDC	1"=400'	06/30/20	LJAS1005-2001	2 OF 2

DATE OF LAST REVISION	DESCRIPTION OF LAST REVISION

S:\Matt\Survey\Austin_Survey\Austin_Projects\LJAS1005-2001_MAYAN_REZONE\08-CAD\Civil 3D\Plats\The Mayan Rezone_Plat Exhibit.dwg 7/1/2020

CD5-PART 1 – 18.031 ACRES (785,430 SQUARE FEET)

BEING A 18.031 ACRE TRACT OF LAND OUT OF THE BENJAMIN & GRAVES FULCHER SURVEY NO. 19, ABSTRACT NO. 813 AND THE WILLIAM BURNETT JR. SURVEY, ABSTRACT NO. 56, SITUATED IN HAYS COUNTY, TEXAS, AND THE BENJAMIN & GRAVES FULCHER SURVEY NO. 19, ABSTRACT NO. 21, SITUATED IN GUADALUPE COUNTY, TEXAS AND BEING OUT OF A CALLED 563.797 ACRE TRACT OF LAND CONVEYED IN DEED TO MAYAN AT SAN MARCOS RIVER, LLC, A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN VOLUME 4892, PAGE 329, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.); SAID 18.031 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST CORNER OF A CALLED 53.897 ACRE TRACT CONVEYED IN DEED TO HAYS COUNTY, RECORDED IN DOCUMENT NO. 2016-16001654, O.P.R.H.C.TX., ON THE NORTHEASTERLY RIGHT-OF-WAY OF STAPLES ROAD (80-FOOT RIGHT-OF-WAY) AND FARM TO MARKET ROAD 110 (F.M. 110) (PUBLIC RIGHT-OF-WAY) (UNIMPROVED) BEING A CALLED 53.897 ACRE TRACT CONVEYED IN DEED TO HAYS COUNTY, RECORDED IN DOCUMENT NO. 201616001654, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAME BEING THE SOUTH CORNER OF A CALLED 532.212 ACRE TRACT DESCRIBED AS TRACT 1, CONVEYED IN DEED TO B & B FAMILY PARTNERSHIP, LTD., RECORDED IN DOCUMENT NO. 9915746, O.P.R.H.C.TX., WITH GRID COORDINATES OF N:13853757.83, E: 2314950.70, FROM WHICH POINT A 1/2-INCH IRON ROD FOUND BEARS SOUTH 49 DEGREES 10 MINUTES 24 SECONDS WEST A DISTANCE OF 0.79 FEET,

THENCE SOUTH 44 DEGREES 51 MINUTES 11 SECONDS EAST, WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STAPLES ROAD, A DISTANCE OF 410.27 FEET TO A TXDOT TYPE II DISK MONUMENT FOUND AT THE SOUTH CORNER OF SAID 53.897 ACRE TRACT, FOR THE **POINT OF BEGINNING**, WITH GRID COORDINATES OF N: 13853467.70, E: 2315240.04;

THENCE WITH THE SOUTHEAST LINE OF SAID 53.897 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) NORTH 00 DEGREES 07 MINUTES 28 SECONDS EAST, A DISTANCE OF 169.59 FEET TO A POINT,
2) NORTH 45 DEGREES 11 MINUTES 07 SECONDS EAST, A DISTANCE OF 222.18 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT, AND
3) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 589.76 FEET, A RADIUS OF 4,632.00 FEET, A DELTA ANGLE 07 DEGREES 17 MINUTES 42 SECONDS, AND A CHORD THAT BEARS NORTH 40 DEGREES 06 MINTUES 18 SECONDS EAST, A DISTANCE OF 589.37 FEET TO A POINT;

THENCE SOUTH 40 DEGREES 45 MINUTES 42 SECONDS EAST, DEPARTING THE SOUTHEAST LINE OF SAID 53.897 ACRE TRACT, A DISTANCE OF 940.79 FEET TO A POINT;

THENCE SOUTH 49 DEGREES 07 MINUTES 28 SECONDS WEST, OVER AND ACROSS SAID 563.797 ACRE TRACT, A DISTANCE OF 893.28 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STAPLES ROAD, FROM WHICH A FENCE CORNER POST FOUND ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STAPLES ROAD, FOR THE SOUTH CORNER OF SAID 563.797 ACRE TRACT, SAME BEING THE WEST CORNER OF A CALLED 50.0620 ACRE TRACT CONVEYED IN DEED TO JAIME M. CADENA AND WIFE, SAN JUANA CADENA, RECORDED IN VOLUME 3141, PAGE 280, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS, BEARS SOUTH 41 DEGREES 21 MINUTES 04 SECONDS EAST, A DISTANCE OF 843.29 FEET;

THENCE WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STAPLES ROAD, SAME BEING THE SOUTHWEST LINE OF SAID 563.797 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) NORTH 41 DEGREES 21 MINUTES 04 SECONDS WEST, A DISTANCE OF 300.48 FEET TO A TXDOT TYPE I CONCRETE MONUMENT AT THE BEGINNING OF A CURVE TO THE LEFT,
2) WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 352.30 FEET, A RADIUS OF 5,767.28 FEET, A DELTA ANGLE OF 03 DEGREES 30 MINUTES 00 SECONDS, AND CHORD THAT BEARS NORTH 43 DEGREES 06 MINUTES 04 SECONDS WEST, A DISTANCE 352.25 FEET TO A TXDOT TYPE I CONCRETE MONUMENT, AND
3) NORTH 44 DEGREES 51 MINUTES 11 SECONDS WEST, A DISTANCE OF 52.82 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 18.031 ACRES OF LAND, MORE OR LESS.

CD5-PART 2 – 7.850 ACRES (341,948 SQUARE FEET)

BEING A 7.850 ACRE TRACT OF LAND OUT OF THE BENJAMIN & GRAVES FULCHER SURVEY, ABSTRACT NO. 813, SITUATED IN HAYS COUNTY, TEXAS AND THE BENJAMIN & GRAVES FULCHER SURVEY, ABSTRACT NO. 21, SITUATED IN GUADALUPE COUNTY, TEXAS AND BEING OUT OF A CALLED 563.797 ACRE TRACT OF LAND CONVEYED IN DEED TO THE MAYAN AT SAN MARCOS RIVER, LLC, A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN VOLUME 4892, PAGE 329, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.); SAID 7.850 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A TXDOT RIGHT-OF-WAY MONUMENT WITH BRASS DISK IN CONCRETE FOUND ON THE NORTHWEST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 110 (F.M. 110) (PUBLIC RIGHT-OF-WAY) (UNIMPROVED) BEING A CALLED 53.897 ACRE TRACT CONVEYED IN DEED TO HAYS COUNTY, RECORDED IN DOCUMENT NO. 2016-16001654, WITH GRID COORDINATES OF N:13861029.40 E: 2323366.95;

THENCE SOUTH 17 DEGREES 04 MINUTES 02 SECONDS EAST, A DISTANCE OF 259.02 FEET TO THE **POINT OF BEGINNING** ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 110, WITH GRID COORDINATES OF N: 13857094.72, E: 2319952.15;

THENCE OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1) SOUTH 47 DEGREES 59 MINUTES 08 SECONDS EAST, A DISTANCE OF 77.76 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT,
2) WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 281.62 FEET, A RADIUS OF 770.72 FEET, A DELTA ANGLE OF 20 DEGREES 56 MINUTES 08 SECONDS, AND A CHORD THAT BEARS SOUTH 58 DEGREES 50 MINUTES 07 SECONDS EAST, A DISTANCE OF 280.05 FEET TO A POINT,
3) SOUTH 65 DEGREES 57 MINUTES 47 SECONDS EAST, A DISTANCE OF 32.38 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT,
4) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 581.18 FEET, A RADIUS OF 9,855.55 FEET, A DELTA ANGLE OF 03 DEGREES 22 MINUTES 43 SECONDS, AND A CHORD THAT BEARS SOUTH 41 DEGREES 03 MINUTES 17 SECONDS WEST, A DISTANCE OF 581.10 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT,
5) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 268.65 FEET, A RADIUS OF 707.27 FEET, A DELTA ANGLE OF 21 DEGREES 45 MINUTES 48 SECONDS, AND A CHORD THAT BEARS SOUTH 41 DEGREES 34 MINUTES 38 SECONDS WEST, A DISTANCE OF 267.04 FEET TO A POINT,
6) SOUTH 48 DEGREES 11 MINUTES 21 SECONDS WEST, A DISTANCE OF 97.07 FEET TO A POINT, FROM WHICH A FENCE CORNER POST FOUND FOR THE SOUTH CORNER OF SAID 563.797 ACRE TRACT BEARS SOUTH 41 DEGREES 06 MINUTES 01 SECONDS WEST, A DISTANCE OF 5,133.48 FEET, AND
7) NORTH 30 DEGREES 40 MINUTES 06 SECONDS WEST, A DISTANCE OF 458.24 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID F.M. 110, AT THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 747.96 FEET, A RADIUS OF 5,110.00 FEET, A DELTA ANGLE OF 08 DEGREES 23 MINUTES 11 SECONDS, AND A CHORD THAT BEARS NORTH 46 DEGREES 02 MINUTES 44 SECONDS EAST, A DISTANCE OF 747.29 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 7.850 ACRES OF LAND, MORE OR LESS.

CD5-PART 3 - 4.445 ACRES (193,624 SQUARE FEET)

BEING A 4.445 ACRE TRACT OF LAND OUT OF THE BENJAMIN & GRAVES FULCHER SURVEY, ABSTRACT NO. 813 AND THE WILLIAM A. MATTHEWS SURVEY, ABSTRACT NO. 305, SITUATED IN HAYS COUNTY, TEXAS AND BEING OUT OF A CALLED 563.797 ACRE TRACT OF LAND CONVEYED IN DEED TO THE MAYAN AT SAN MARCOS RIVER, LLC, A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN VOLUME 4892, PAGE 329, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.); SAID 4.445 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A TXDOT RIGHT-OF-WAY MONUMENT WITH BRASS DISK IN CONCRETE FOUND ON THE NORTHWEST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 110 (F.M. 110) (PUBLIC RIGHT-OF-WAY) (UNIMPROVED) BEING A CALLED 53.897 ACRE TRACT CONVEYED IN DEED TO HAYS COUNTY, RECORDED IN DOCUMENT NO. 2016-16001654, WITH GRID COORDINATES OF N:13861029.40, E: 2323366.95;

THENCE SOUTH 40 DEGREES 54 MINUTES 57 SECONDS WEST, A DISTANCE OF 1,368.19 FEET TO THE **POINT OF BEGINNING** ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 110, WITH GRID COORDINATES OF N: 13859995.44, E: 2322470.80;

THENCE OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1) SOUTH 10 DEGREES 39 MINUTES 10 SECONDS EAST, A DISTANCE OF 165.19 FEET TO A POINT,
2) SOUTH 23 DEGREES 27 MINUTES 29 SECONDS EAST, A DISTANCE OF 386.34 FEET TO A POINT, FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED “BROWN ENG” FOUND ON THE NORTHWEST LINE OF SAID 563.797 ACRE TRACT BEARS NORTH 35 DEGREES 16 MINUTES 50 SECONDS EAST, A DISTANCE OF 2,948.93 FEET,
3) SOUTH 46 DEGREES 32 MINUTES 15 SECONDS WEST, A DISTANCE OF 400.03 FEET TO A POINT, AND
4) NORTH 19 DEGREES 40 MINUTES 40 SECONDS WEST, A DISTANCE OF 547.44 FEET TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 110;

THENCE NORTH 46 DEGREES 24 MINUTES 19 SECONDS EAST, WITH THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 110, A DISTANCE OF 400.92 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 4.445 ACRES OF LAND, MORE OR LESS.

CD5-PART 4 - 12.546 ACRES (546,495 SQUARE FEET)

BEING A 12.546 ACRE TRACT OF LAND OUT OF THE BENJAMIN & GRAVES FULCHER SURVEY NO. 19, ABSTRACT NO. 21, SITUATED IN GUADALUPE COUNTY, TEXAS AND BEING OUT OF A CALLED 563.797 ACRE TRACT OF LAND CONVEYED IN DEED TO THE MAYAN AT SAN MARCOS RIVER, LLC, A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN VOLUME 4892, PAGE 329, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.); SAID 12.546 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A TXDOT RIGHT-OF-WAY MONUMENT WITH BRASS DISK IN CONCRETE FOUND ON THE NORTHWEST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 110 (F.M. 110) (PUBLIC RIGHT-OF-WAY) (UNIMPROVED) BEING A CALLED 53.897 ACRE TRACT CONVEYED IN DEED TO HAYS COUNTY, RECORDED IN DOCUMENT NO. 2016-16001654, WITH GRID COORDINATES OF N:13861029.40, E: 2323366.95;

THENCE SOUTH 47 DEGREES 02 MINUTES 36 SECONDS EAST, A DISTANCE OF 1,959.54 FEET TO THE **POINT OF BEGINNING** ON THE SOUTHEAST LINE OF SAID 563.797 ACRE TRACT, WITH GRID COORDINATES OF N: 13859694.02, E: 2324800.79;

THENCE SOUTH 49 DEGREES 07 MINUTES 28 SECONDS WEST, WITH THE SOUTHEAST LINE OF SAID 563.797 ACRE TRACT, A DISTANCE OF 1,101.24 FEET TO A POINT, FROM WHICH A FENCE CORNER POST FOUND FOR THE SOUTH CORNER OF SAID 563.797 ACRE TRACT BEARS SOUTH 49 DEGREES 07 MINUTES 28 SECONDS WEST, A DISTANCE OF 10,176.29 FEET;

THENCE OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING TEN (10) COURES AND DISTANCES:

1) NORTH 65 DEGREES 57 MINUTES 58 SECONDS WEST, A DISTANCE OF 152.79 FEET TO A POINT,
2) NORTH 55 DEGREES 05 MINUTES 34 SECONDS WEST, A DISTANCE OF 63.62 FEET TO A POINT,
3) NORTH 18 DEGREES 22 MINUTES 18 SECONDS WEST, A DISTANCE OF 287.89 FEET TO A POINT,
4) NORTH 10 DEGREES 10 MINUTES 40 SECONDS EAST, A DISTANCE OF 358.74 FEET TO A POINT,
5) NORTH 83 DEGREES 26 MINUTES 00 SECONDS EAST, A DISTANCE OF 146.21 FEET TO A POINT,
6) NORTH 72 DEGREES 54 MINUTES 07 SECONDS EAST, A DISTANCE OF 276.22 FEET TO A POINT,
7) NORTH 89 DEGREES 16 MINUTES 20 SECONDS EAST, A DISTANCE OF 248.87 FEET TO A POINT,
8) NORTH 83 DEGREES 43 MINUTES 18 SECONDS EAST, A DISTANCE OF 191.63 FEET TO A POINT,
9) SOUTH 85 DEGREES 51 MINUTES 24 SECONDS EAST, A DISTANCE OF 87.58 FEET TO A POINT, AND
10) SOUTH 43 DEGREES 58 MINUTES 55 SECONDS EAST, A DISTANCE OF 166.76 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 12.546 ACRES OF LAND, MORE OR LESS.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, South Central Zone, NAD83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.0000741. Units: U.S. Survey Feet.

I hereby certify that this legal description and the accompanying plat of even date represents the facts found during the course of an actual survey made on the ground under my supervision.

06/30/2020

Gordon Anderson, RPLS No. 6617
LJA Surveying, Inc.
5316 Highway 290 West, Suite 460
Austin, Texas 78735
Texas Firm No. 10194533

Legislation Text

File #: Ord. 2020-65, **Version:** 1

AGENDA CAPTION:

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

Meeting date: September 1, 2020

Department: Planning & Development

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

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☒ Land Use - Direct Growth, Compatible with Surrounding Uses

☐ Neighborhoods & Housing - Choose an item.

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

☒ Transportation - Safe, Well coordinated transportation system implemented in an environmentally sensitive

powered by Legistar™

manner

☐ 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 within City limits and was annexed in 2008. The property is currently vacant and is surrounded almost exclusively by vacant, rural/agricultural land as well as the San Marcos River along the northernmost extent of the subject tract and some existing residential and commercial uses in the Redwood community along the southernmost extent of the subject tract. In addition, FM 110 is proposed to be located adjacent to the subject property and right-of-way has already been dedicated in order to provide for the future construction of FM 110.

The purpose of this zoning change to “Character District-4” is to allow for the development of approximately 79 acres of mixed commercial and residential uses.

The applicant is also requesting rezoning to CD-3, CD-5, and LI for approximately 306 additional acres in the vicinity of the future FM 110 corridor between Staples Road and the San Marcos River. These requests are being considered as separate zoning requests (ZC-20-17, ZC-20-18, and ZC-20-20).

The City of San Marcos will provide wastewater services at the site and as the property is within the Crystal Clear CCN, Crystal Clear Special Utility District will provide water service. 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.

Council Committee, Board/Commission Action:

Planning and Zoning Commission Meeting: August 11, 2020

Speakers in favor or opposed:

1. David Earl (in favor)
2. Tory Hurt (in favor)

Recommendation from the Planning and Zoning Commission:

Approved 9-0

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-4” Character District-4.

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ZC-20-19 (The Mayan CD-4)

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 74.853 acres, more or less, of the Benjamin & Graves Fulcher Survey, Abstract No. 21, Guadalupe County, Texas, the Benjamin & Graves Fulcher Survey, Abstract No. 813, and the William A. Matthews Survey, Abstract No. 305, Hays County, Texas, located generally at 2801 Staples Road, from "FD" Future Development District to "CD-4" Character District-4; and including procedural provisions; and consider approval of Ordinance 2020-XX on the first of two readings.

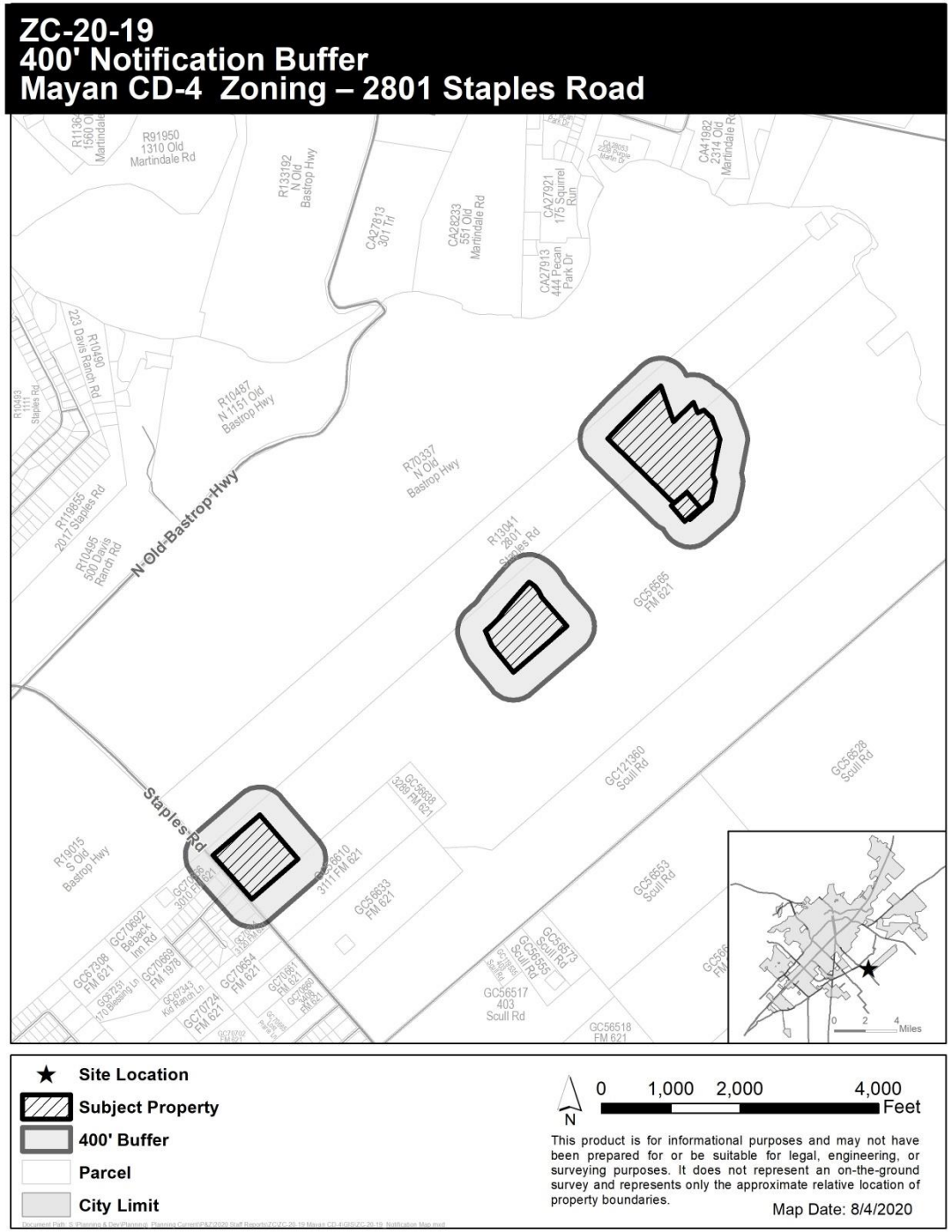
Location:

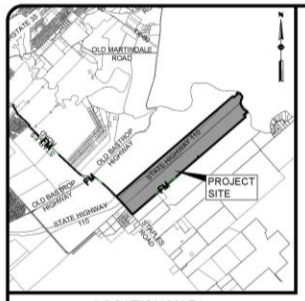
- Approximately 75 acres
  - Part of an ~380 acre development with proposed CD-3, CD-5, and LI zoning

- **Current Configuration:**
  - Vacant / Agricultural land
  - Future FM 110 Road

- Surrounding uses include:
  - Agricultural / Rural

- Located within City Limits



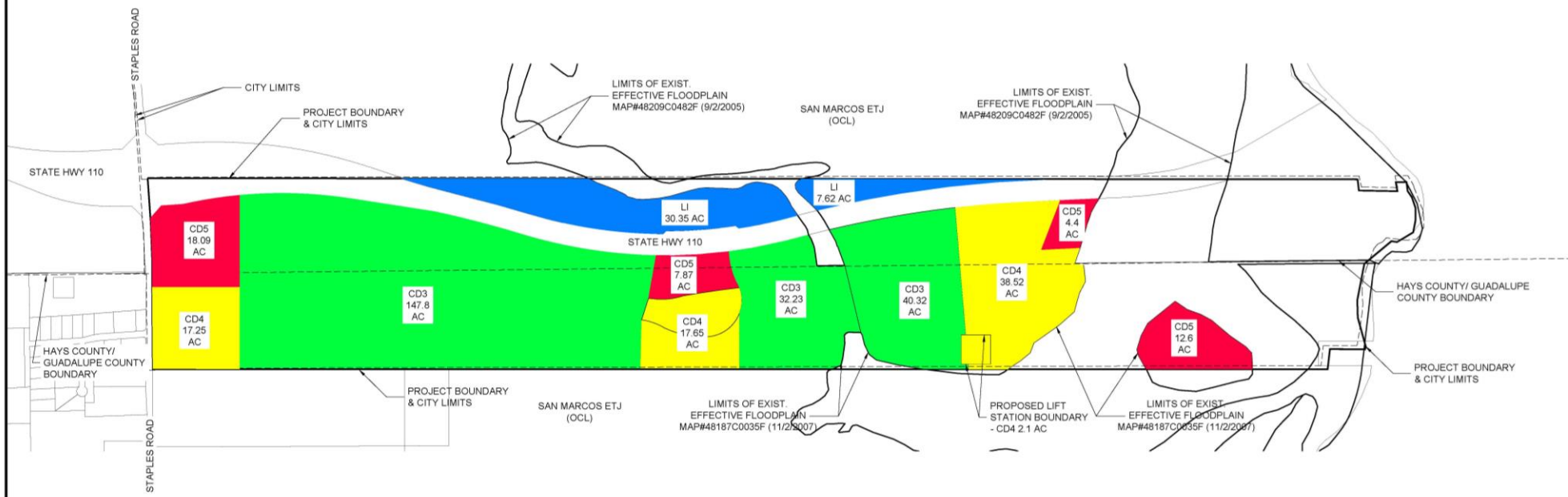


LOCATION MAP
N.T.S.

CURRENT ZONING
FUTURE DEVELOPMENT (FD)

PROPOSED ZONING
- CHARACTER DISTRICT 3 - RESIDENTIAL (CD3)
- CHARACTER DISTRICT 4 - MULTIFAMILY (CD4)
- CHARACTER DISTRICT 5 - COMMERCIAL (CD5)
- LIGHT INDUSTRIAL (LI)

500 250 0 500 1000
SCALE IN FEET
SCALE: 1"=500'



THE MAYAN
ZONING DEDICATION EXHIBIT

NO.	DESCRIPTION	BY	DATE
	REVISIONS		

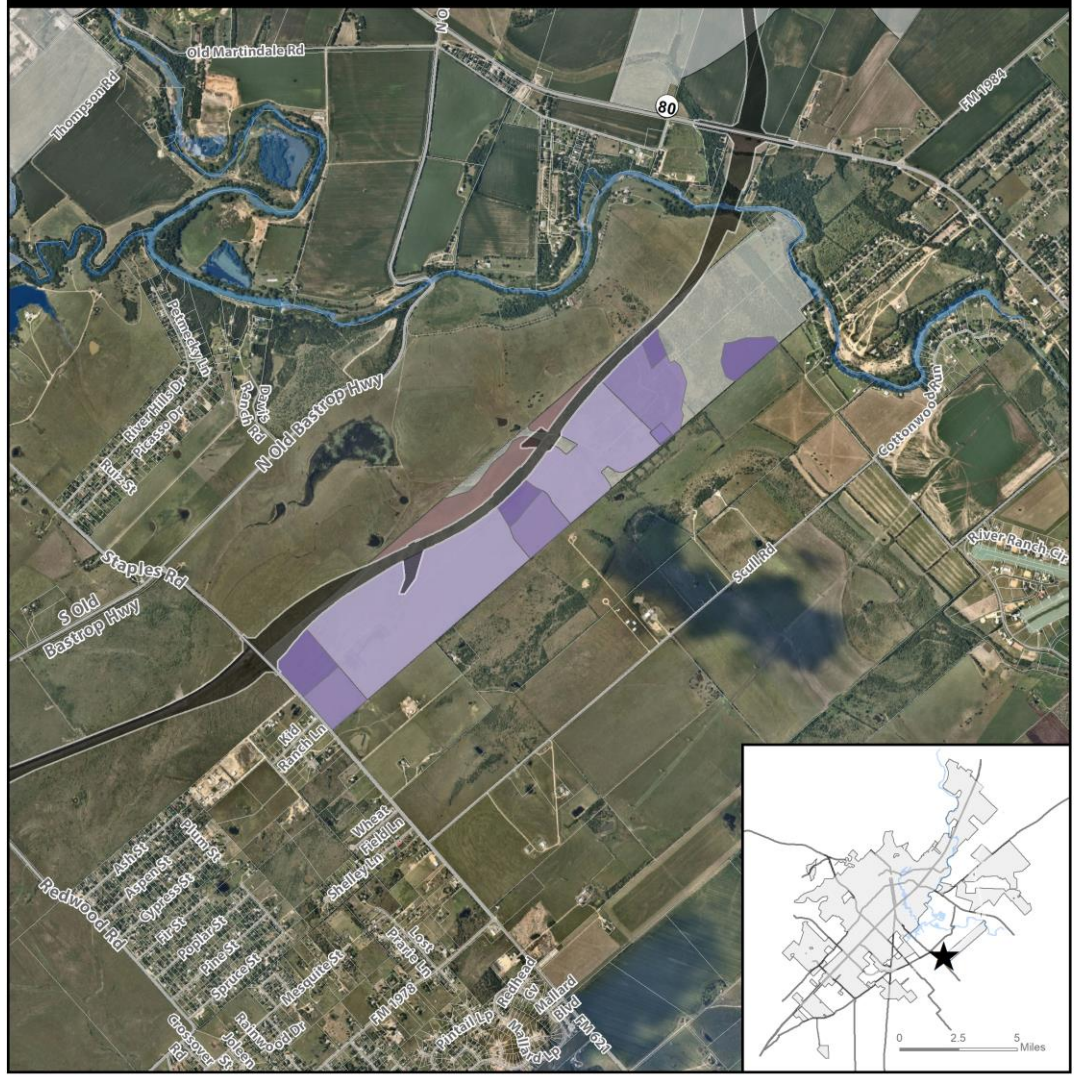
DATE: 04/06/2020
DESIGNED BY: ____
DRAWN BY: NB
CHECKED BY: ____
DRAWING NAME: Zoning Exhibit_Revised.dwg

LJA Engineering, Inc.
1100 NE Loop 410
Suite 850
San Antonio, Texas 78209
Phone 210.503.2700
Fax 210.503.2749
TBPE No. F-1386

JOB NUMBER: 6A193-426

SHEET NO. 1
OF 1 SHEETS

ZC-20-17, ZC-20-18, ZC-20-19, ZC-20-20
The Mayan-Requested Zoning



★ Site Location
Parcel
City Limit
FM 110
River

Requested Zoning
CD-3
CD-4
CD-5
LI

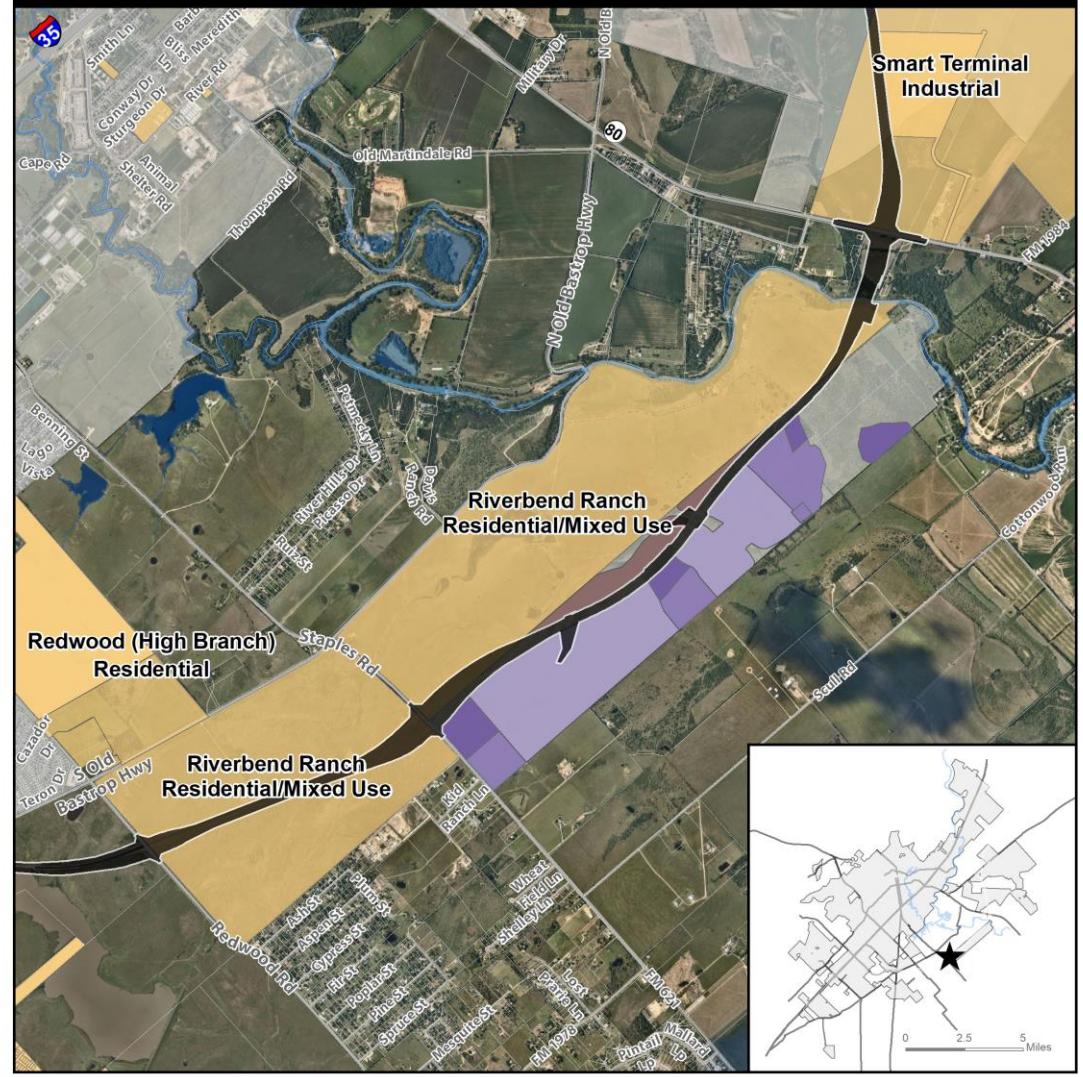
N
0 1,500 3,000 6,000 Feet

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: 8/10/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC-ZC-20-17 Mayan LI\GIS\ZC-20-17_20 Overall Zoning Map.mxd

ZC-20-17, ZC-20-18, ZC-20-19, ZC-20-20
The Mayan-Surrounding Developments



Requested Zoning
CD-3
CD-4
CD-5
LI

Surrounding Developments
Parcel
City Limit
FM 110
River

N
0 1,600 3,200 6,400 Feet

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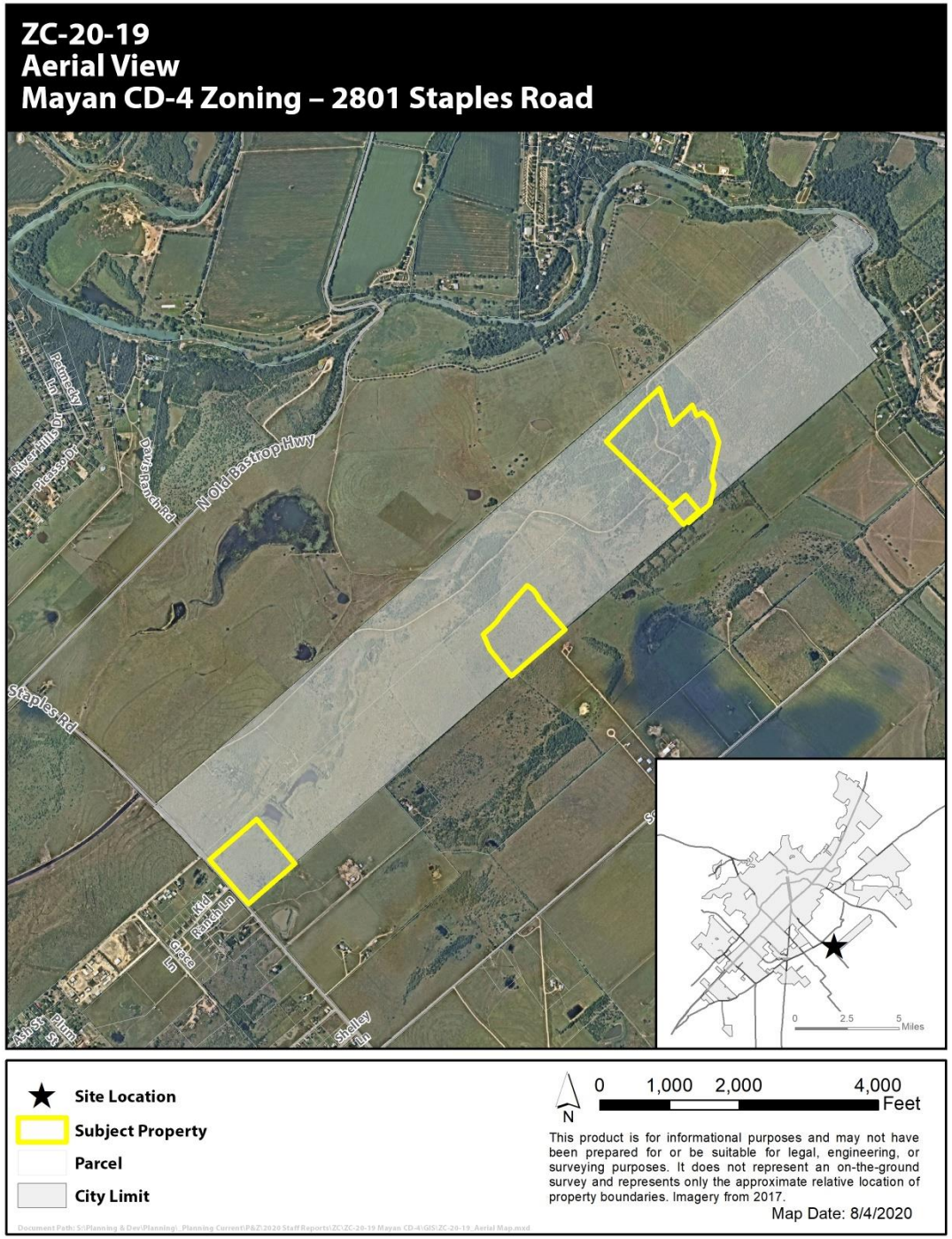
Map Date: 8/10/2020

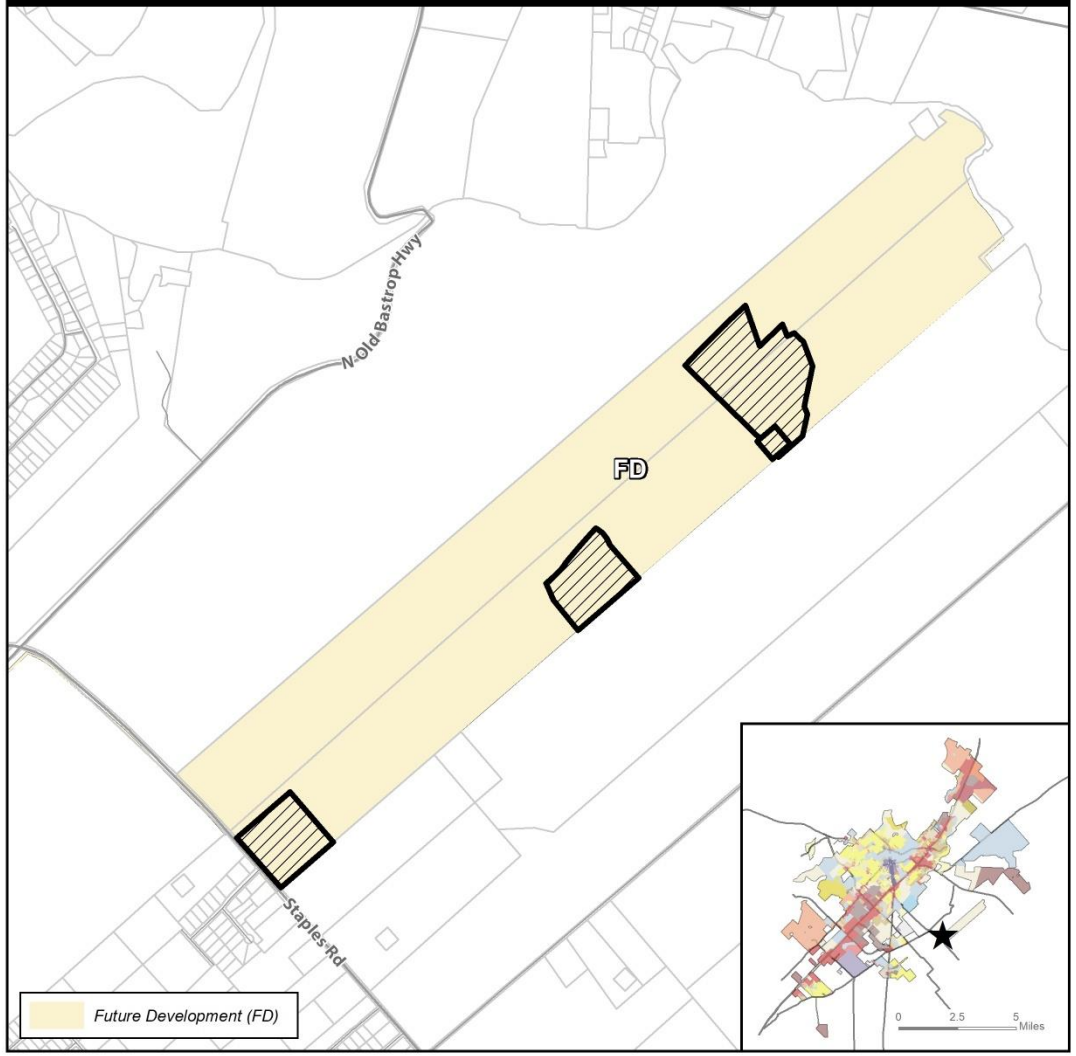
Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC-ZC-20-17 Mayan LI\GIS\The Mayan-Surrounding Development.mxd

Context & History

- **Annexed in 2008**
- **Existing Zoning:** Future Development (FD)
- **Proposed Zoning:** Character District-4 (CD-4)
- Proposed CD-4 zoning allows primarily for a variety of residential uses and some limited commercial uses. Most commercial uses are limited by specific use standards or require approval of a conditional use permit.
- Request is being processed concurrently with CD-3, CD-5, and LI requests



ZC-20-19
Existing Zoning
Mayan CD-4 Zoning – 2801 Staples Road



Site Location
Subject Property
Parcels
City Limit

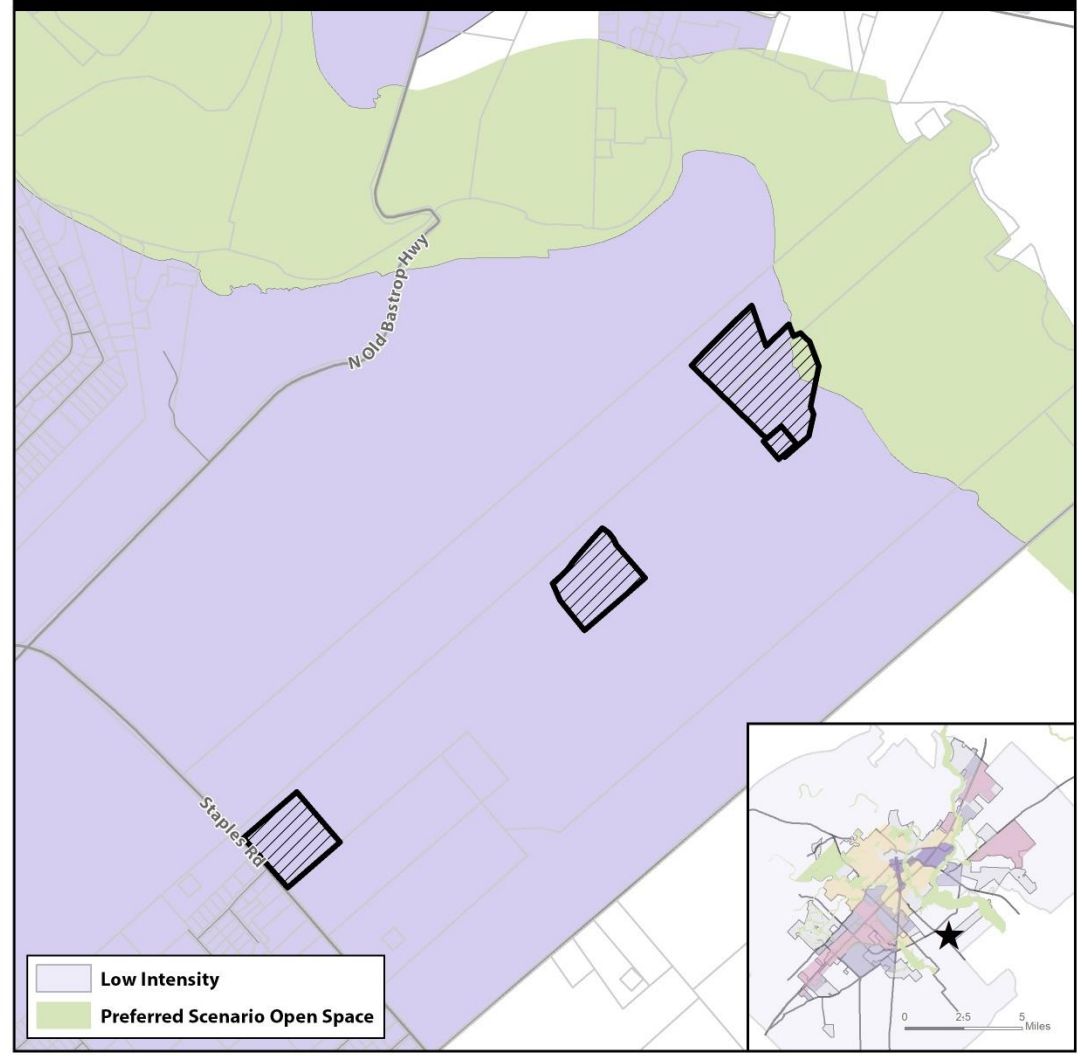
N 0 1,000 2,000 4,000 Feet

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: 8/4/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-19 Mayan CD-4\GIS\ZC-20-19_ExistingZoning.mxd

ZC-20-19
Preferred Scenario
Mayan CD-4 Zoning – 2801 Staples Road



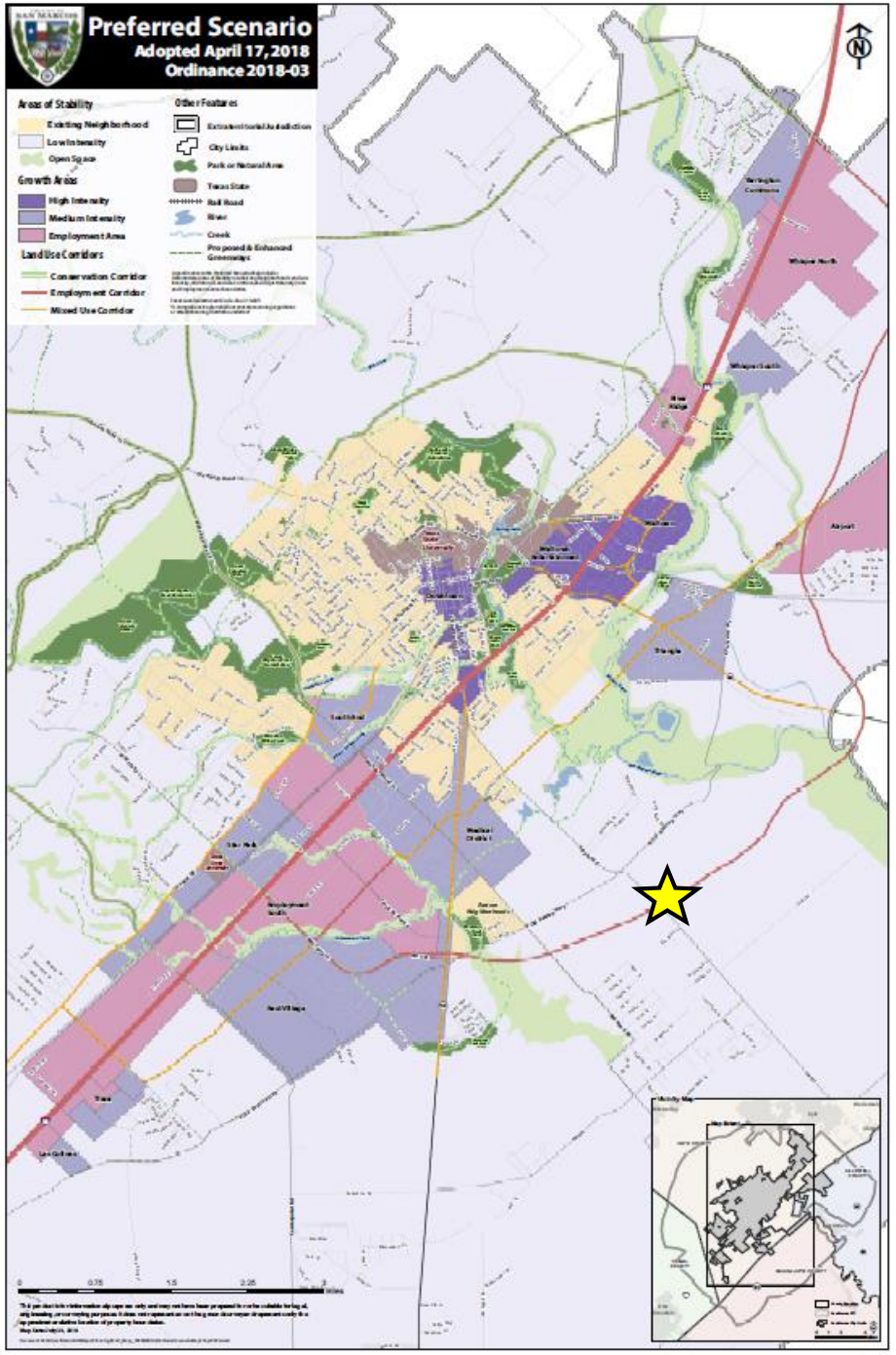
Site Location
Subject Property
Parcels
City Limit

N 0 1,000 2,000 4,000 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: 8/4/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-19 Mayan CD-4\GIS\ZC-20-19_PreferredScenario.mxd

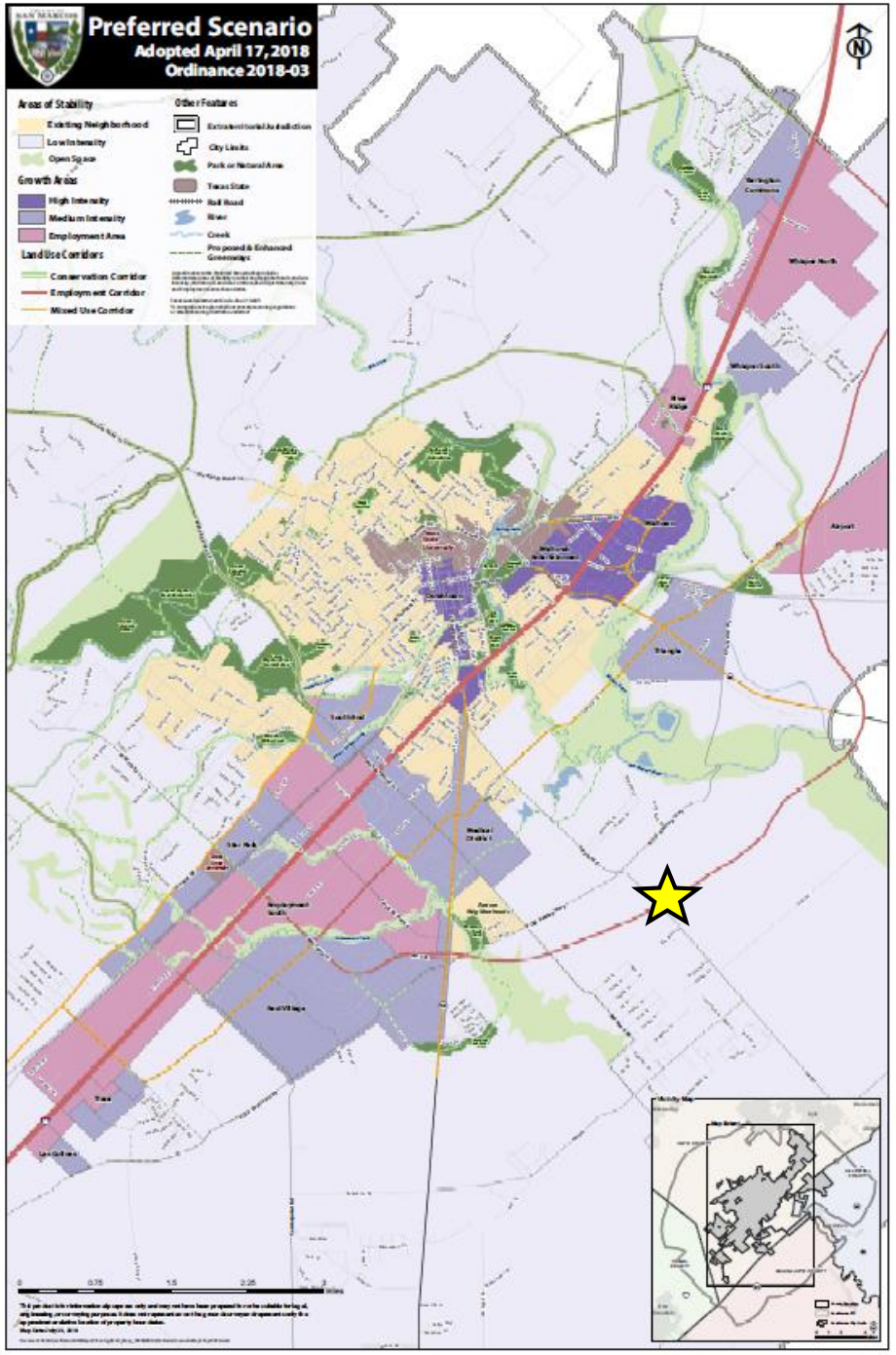


Comprehensive Plan Analysis

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)

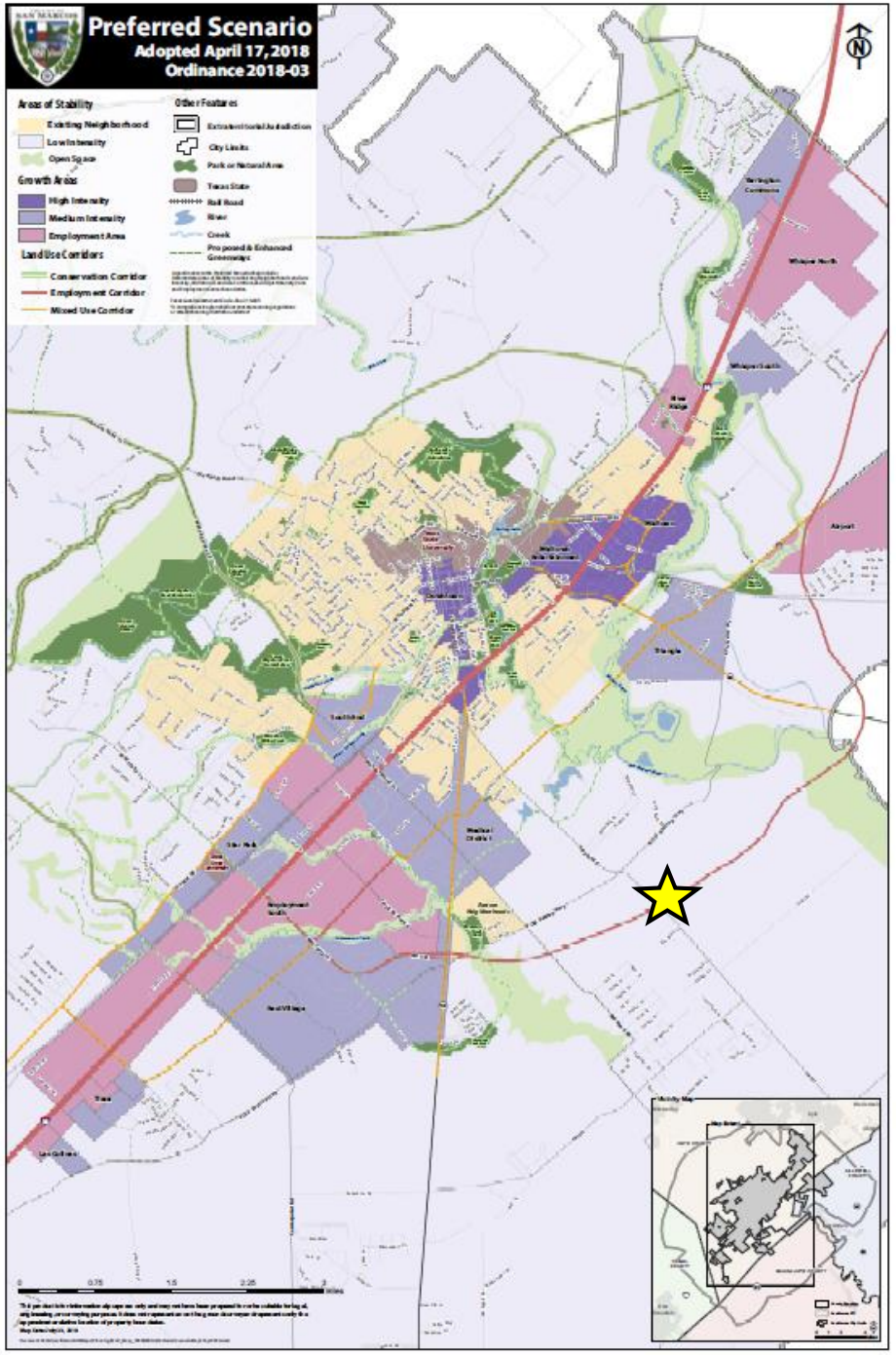


Comprehensive Plan Analysis

Step 1: Where is the property located on the Comprehensive Plan?

Located in an Area of Stability – Low Intensity

"Low Intensity Areas are varied and diverse with respect to environmental sensitivity and development suitability of the land. They are generally made up of larger undeveloped tracts of land where the preservation of sensitive environmental areas, flood hazard areas, and agricultural lands should be considered as part of any development proposal. Development in these areas should be guided by the Land Use Suitability Map and the Comprehensive Plan."
(San Marcos Development Code, pg. 144)



Comprehensive Plan Analysis

Step 1: Where is the property located on the Comprehensive Plan?

Located Along Employment Corridor

"Employment corridors are primarily intended to serve major employment related land uses. Some mixture in uses including limited residential and supportive pedestrian and bicycle facilities should be incorporated."
(Comprehensive Plan, pg. 79)

Comprehensive Plan Analysis

Step 2: Is the request consistent with the Comprehensive Plan / District Translation Table?

Applicant is requesting a "Character District"

(Character District-4 zoning) within an Area of Stability – Low Intensity.

TABLE 4.1 COMPREHENSIVE PLAN / DISTRICT TRANSLATION

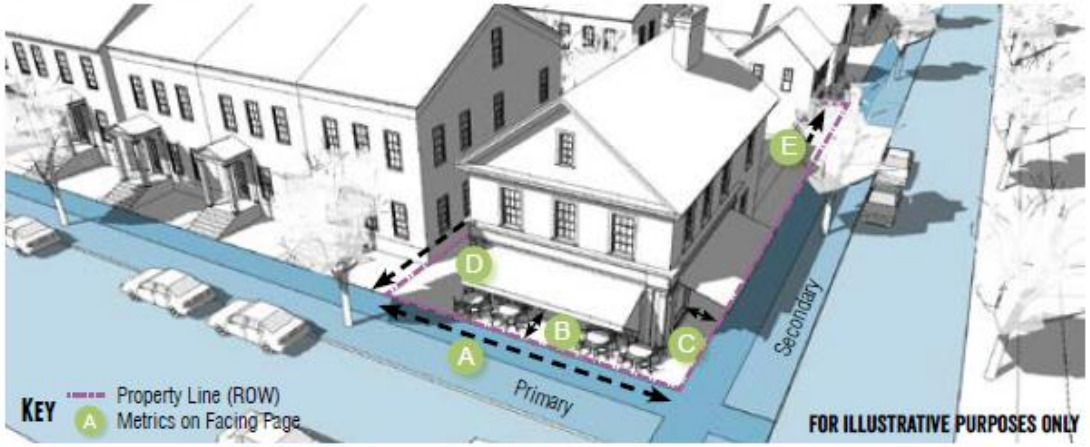
District Classification	Comprehensive Plan Designations					
	Open Space/ Agricultural	Low Intensity	Existing Neighborhood	Medium or High Intensity Zone	Employment Center	Corridor
Conventional Residential	NP	NP	C	--	--	--
Neighborhood Density Districts	NP	NP	See Section 4.1.2.4 - 4.1.2.5	NP	NP	C
Character Districts	NP	C	--	C	NP	C
Special Districts	--	NP	NP	NP	C	C
Legend	-- = Not Allowed (PSA Required)		NP=Not Preferred		C = Consider	

CD-4 Zoning Analysis:

- CD-4 is intended to accommodate a variety of residential uses including single-family, two-family, and multifamily with limited commercial or mixed use on the corners.
- **Allowable Building Types:** *Cottage, Duplex, Townhouse, Courtyard Housing, Apartment, Live/Work, Neighborhood Shopfront, Civic*
- **Allowable Uses:** Single family (detached and attached), cottage court, two family, multi-family, nursing/retirement home, boutique hotel, bed & breakfast.
- **Surrounding Area**: Vacant, rural / agricultural land and land already designated as future FM 110 right-of-way.

CD-4

SECTION 4.4.3.4 CHARACTER DISTRICT - 4



General Description

The CD-4 district is intended to accommodate a variety of residential options including single-family, two-family and multifamily with limited commercial or mixed use on the corners.

Density

Impervious Cover	80% max.

Transportation

Block Perimeter	2,400 ft. max	Section 3.6.2.1
Streetscape Type	Residential Conventional Mixed Use	Section 3.8.1.10 Section 3.8.1.7 Section 3.8.1.8

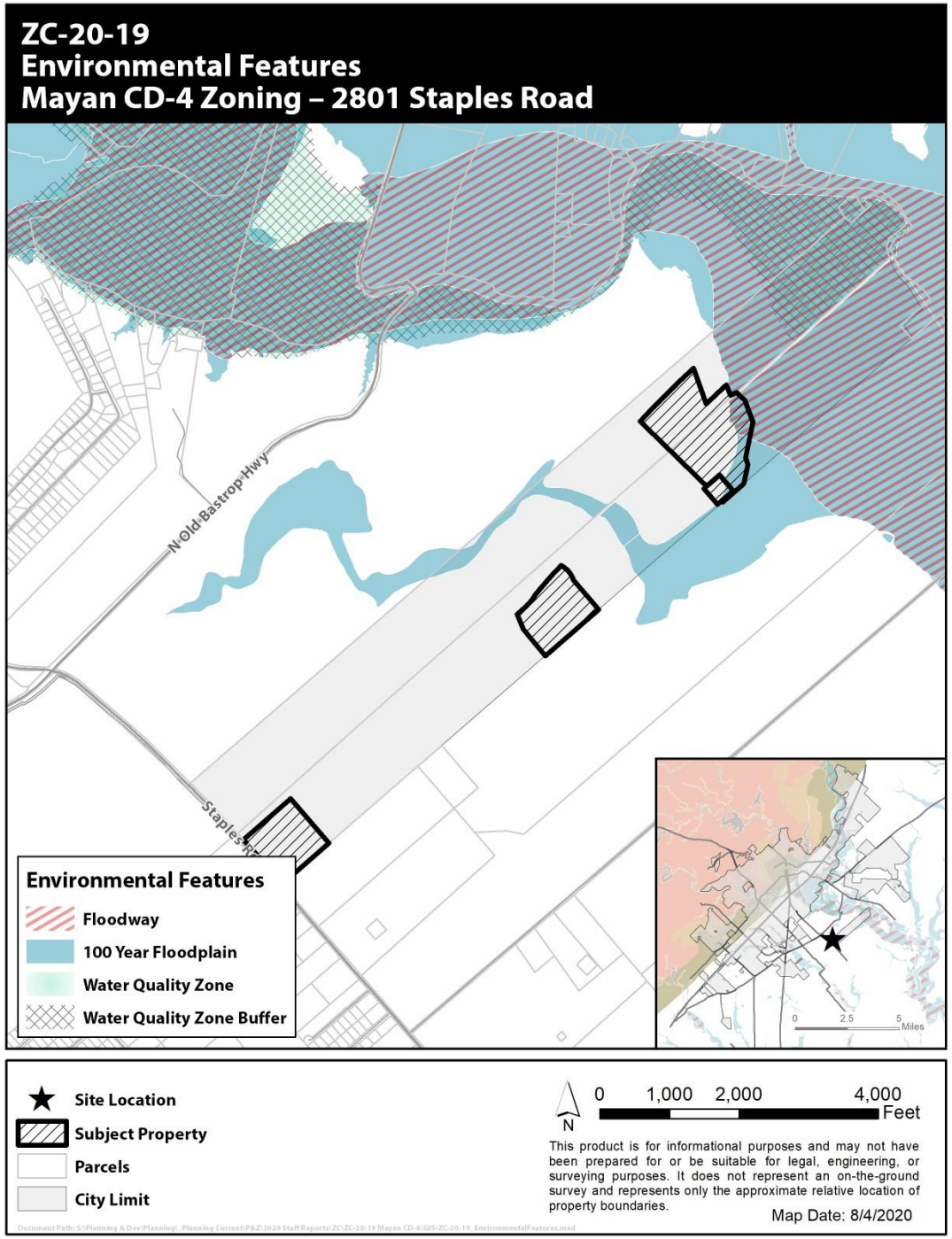
Building Types Allowed

Accessory Dwelling	Section 4.4.6.1
Cottage	Section 4.4.6.3
Duplex	Section 4.4.6.5
Townhouse	Section 4.4.6.7
Courtyard Housing	Section 4.4.6.9
Apartment	Section 4.4.6.10
Live/ Work	Section 4.4.6.11
Neighborhood Shopfront	Section 4.4.6.12
Civic Building	Section 4.4.6.15

Environmental Analysis

- Located in a low to moderately constrained area on the Land Use Suitability map
- Small portion of CD-4 is located within the floodplain and regulatory floodway
- 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)



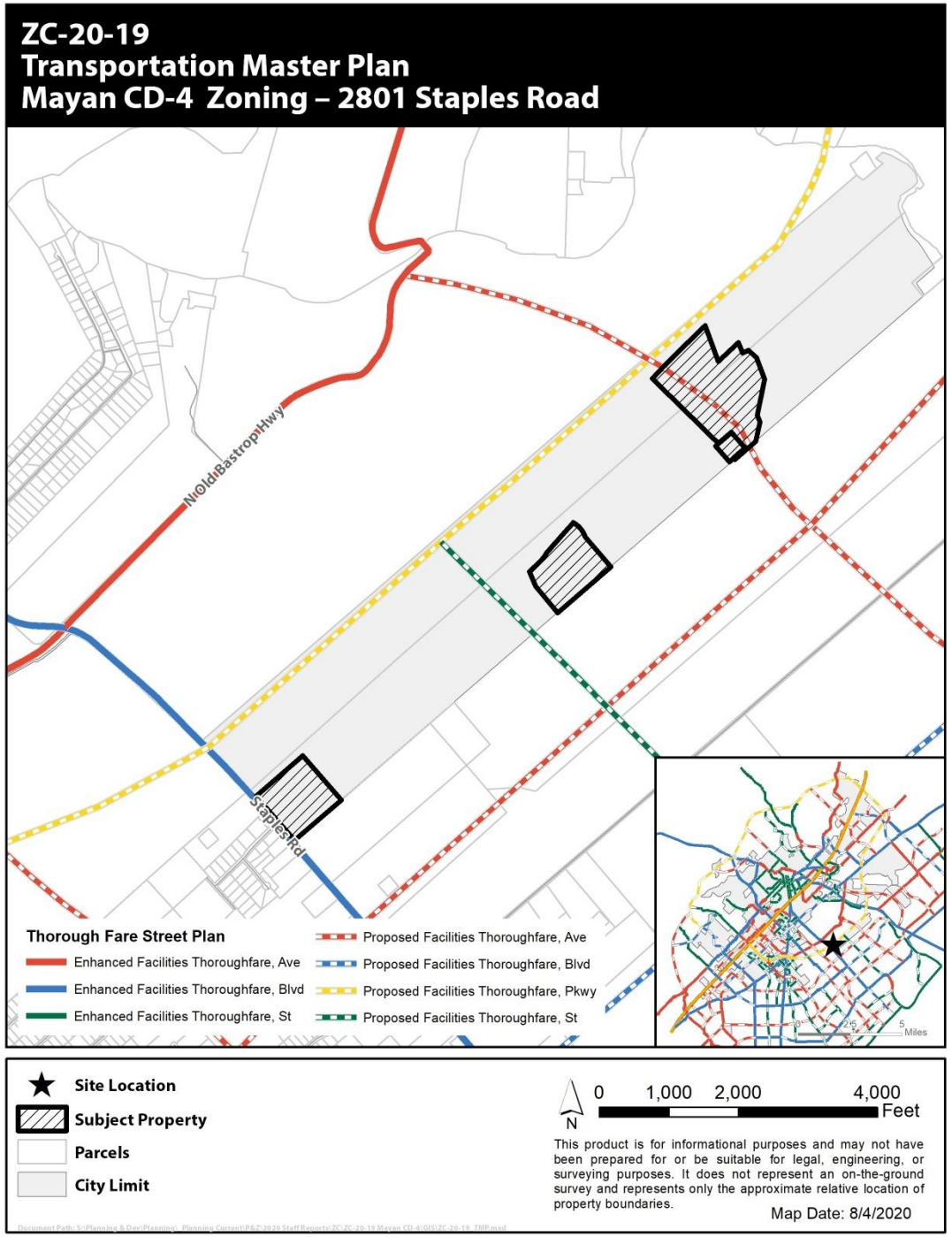
Additional Requirements

- **Street Requirements**
  - Transportation Master Plan
  - Block perimeter requirements (2,400 feet)
  - Bike facility requirements
  - Greenway requirement
  - Sidewalk connections
  - Traffic Impact Analysis (TIA)

- **Subdivision Requirements**
  - Subdivision plat in accordance with lot and block standards

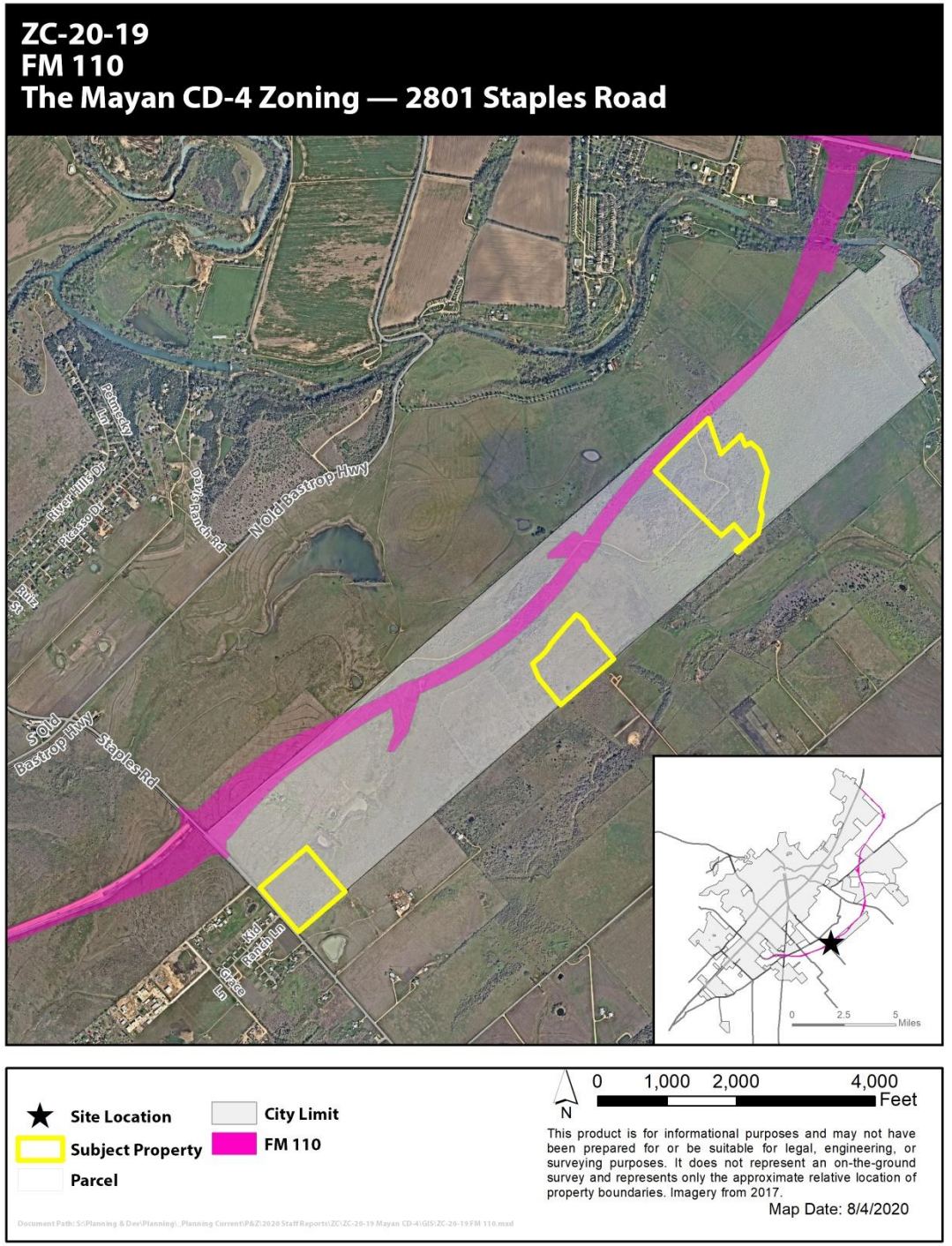
- **Utility Requirements**
  - Extension of water and wastewater facilities in accordance with City standards

- **Parkland Requirements**
  - Parkland Development and Parkland Dedication (based on number of units proposed)



Additional Analysis

- **Compatibility:** The FM 110 road will alter the existing character of the area and the subject property's location would allow for a variety of residential uses to be developed in accordance with city standards and with access to a major transportation thoroughfare.
- **Preferred Scenario:** The majority of the property is located in a "Low Intensity" designation along an "Employment Corridor" where Character Districts are to be Considered. While the existing rural and agricultural character of the area would not remain with CD-4 development, the Comprehensive Plan considers single family residential, home office, corner retail, and mixed use all appropriate uses and building types in Low Intensity areas.
- **Land Use Suitability** –Low Intensity Areas on the Preferred Scenario Map are varied and diverse with respect to environmental sensitivity and development suitability. Development in these areas should be guided by the Land Use Suitability Map. The proposed zoning district is in a low to moderately constrained area on the LUS map.



Commission Recommendation:

At the August 11, 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-4” Character District – 4

Topic	*Existing Zoning:* **Future Development (FD)**	*Proposed Zoning:* **Character District – 4 (CD-4)**
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-4 District is intended to accommodate a variety of residential options including single-family, two family, and multifamily with limited commercial or mixed use on the corners.
Uses	Residential *(See Land Use Matrix)*	Residential, limited Commercial, limited Office. *(See Land Use Matrix)*
Parking Location	No location standards	No parking in the 1st layer; Parking allowed in the 2nd and 3rd Layer
Parking Standards	Dependent upon use	Dependent upon use
Max Residential Units / 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	3 stories
Setbacks	50' minimum front, 20' side, and 20% of total lot depth measured at point of greatest depth in rear	5-12' front Setback, 5' side setback, 15' rear set back.
Impervious Cover (max)	30%	80%
Lot Sizes	Minimum 2 acres lot area, Minimum 200 ft lot width	Allows a variety of lot sizes depending on Building Type with 1,100 sq ft in area and 15' lot in width being the smallest allowed minimums
Streetscapes	Residential Street: 5' sidewalk for lots smaller than 1 acre, street trees every 40' on center average, 7' planting area.	Residential Street: 5' sidewalk for lots smaller than 1 acre, street trees every 40' on center average, 7' planting area. Conventional: 6' sidewalk, street trees every 40' on center average, 7' planting area. Mixed Use: 8' sidewalk, street trees every 35' on center average, 7' planting area.
Blocks	No Block Perimeter Required	2,400 ft. Block Perimeter max.

ORDINANCE NO. 2020-65

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY IN CASE NO. ZC-20-19 BY REZONING APPROXIMATELY 78.853 ACRES OF LAND LOCATED AT 2801 STAPLES ROAD FROM "FD" FUTURE DEVELOPMENT DISTRICT TO "CD-4" CHARACTER DISTRICT-4; INCLUDING PROCEDURAL PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

1. On August 11, 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-4" Character District-4 for approximately 78.853 acres of land located 2801 Staples 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 September 1, 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 approximately 78.853-acre tract of land described by metes and bounds in Exhibit A, attached hereto and made a part hereof for all purposes, from "FD" Future Development District to "CD-4" Character District-4.

SECTION 2. 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 September 1, 2020.

PASSED, APPROVED AND ADOPTED on second reading on September 15, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

Approved:

Michael J. Cosentino
City Attorney

EXHIBIT A

PROPOSED ZONE DEDICATION DESCRIPTION
CHARACTER DISTRICT 4 - MULTIFAMILY (CD4)
THE MAYAN

CD4: PART 1 – 17.209 ACRES (749,624 SQUARE FEET)

BEING A 17.209 ACRE TRACT OF LAND OUT OF THE BENJAMIN & GRAVES FULCHER SURVEY, ABSTRACT NO. 21, SITUATED IN GUADALUPE COUNTY, TEXAS, AND BEING OUT OF A CALLED 563.797 ACRE TRACT OF LAND CONVEYED IN DEED TO THE MAYAN AT SAN MARCOS RIVER, LLC, A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN VOLUME 4892, PAGE 329, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.); SAID 17.209 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FENCE CORNER POST FOUND ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STAPLES ROAD (80' WIDE RIGHT-OF-WAY), FOR THE SOUTH CORNER OF SAID 563.797 ACRE TRACT AND THE WEST CORNER OF A CALLED 50.0620 ACRE TRACT CONVEYED IN A DEED TO JAIME M. CADENA AND WIFE, SAN JUANA CADENA, RECORDED IN VOLUME 3141, PAGE 280, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS, WITH GRID COORDINATES OF N:13852313.95, E: 2316273.57;

THENCE NORTH 41 DEGREES 21 MINUTES 04 SECONDS WEST, WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STAPLES ROAD AND THE SOUTHWESTERLY LINE OF SAID 563.797 ACRE TRACT, A DISTANCE OF 843.29 FEET TO A POINT, FROM WHICH A TXDOT TYPE I CONCRETE MONUMENT FOUND ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STAPLES ROAD BEARS NORTH 41 DEGREES 21 MINUTES 04 SECONDS WEST, A DISTANCE OF 137.78 FEET;

THENCE DEPARTING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STAPLES ROAD, OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) NORTH 49 DEGREES 07 MINUTES 28 SECONDS EAST, A DISTANCE OF 893.28 FEET TO A POINT, AND
2) S 40 DEGREES 45 MINUTES 42 SECONDS EAST, A DISTANCE OF 843.26 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID 563.797 ACRE TRACT AND THE NORTHWESTERLY LINE OF SAID 50.0620 ACRE TRACT;

THENCE SOUTH 49 DEGREES 07 MINUTES 28 SECONDS WEST, WITH THE SOUTHEASTERLY LINE OF SAID 563.797 ACRE TRACT AND THE NORTHWESTERLY LINE OF SAID 50.0620 ACRE TRACT, A DISTANCE OF 884.61 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 17.209 ACRES OF LAND, MORE OR LESS.

CD4: PART 2 - 17.648 ACRES (768,747 SQUARE FEET)

BEING A 17.648 ACRE TRACT OF LAND OUT OF THE BENJAMIN & GRAVES FULCHER SURVEY, ABSTRACT NO. 21, SITUATED IN GUADALUPE COUNTY, TEXAS, AND BEING OUT OF A CALLED 563.797 ACRE TRACT OF LAND CONVEYED IN DEED TO THE MAYAN AT SAN MARCOS RIVER, LLC, A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN VOLUME 4892, PAGE 329, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.); SAID 17.648 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A TXDOT RIGHT-OF-WAY MONUMENT WITH BRASS DISK IN CONCRETE FOUND ON THE NORTH RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 110 (F.M. 110) (PUBLIC RIGHT-OF-WAY) (UNIMPROVED) BEING A CALLED 53.897 ACRE TRACT CONVEYED IN DEED TO HAYS COUNTY, RECORDED IN DOCUMENT NO. 2016-16001654, WITH GRID COORDINATES OF N:13857342.34, E: 2319876.13;

THENCE SOUTH 41 DEGREES 21 MINUTES 30 SECONDS EAST, A DISTANCE OF 609.92 FEET TO THE **POINT OF BEGINNING** AT THE BEGINNING OF A CURVE TO THE RIGHT, WITH GRID COORDINATES OF N: 13856884.57, E: 2320279.12

THENCE OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 278.66 FEET, A RADIUS OF 373.63 FEET, A DELTA ANGLE OF 42 DEGREES 43 MINUTES 57 SECONDS, AND A CHORD THAT BEARS SOUTH 40 DEGREES 13 MINUTES 28 SECONDS EAST, A DISTANCE OF 272.24 FEET TO A POINT, AND
2) SOUTH 40 DEGREES 45 MINUTES 42 SECONDS EAST, A DISTANCE OF 562.59 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID 563.797 ACRE TRACT;

THENCE SOUTH 49 DEGREES 07 MINUTES 28 SECONDS WEST, WITH THE SOUTHEAST LINE OF SAID 563.797 ACRE TRACT, A DISTANCE OF 1,016.53 FEET TO A POINT, FROM WHICH A FENCE CORNER POST FOUND FOR THE SOUTH CORNER OF SAID 563.797 ACRE TRACT BEARS SOUTH 49 DEGREES 07 MINUTES 28 SECONDS WEST, A DISTANCE OF 4,999.60 FEET;

THENCE OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) NORTH 39 DEGREES 20 MINUTES 19 SECONDS WEST, A DISTANCE OF 496.08 FEET TO A POINT,
2) NORTH 23 DEGREES 12 MINUTES 13 SECONDS WEST, A DISTANCE OF 231.61 FEET TO A POINT,
3) NORTH 48 DEGREES 11 MINUTES 21 SECONDS EAST, A DISTANCE OF 97.07 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT,

4) WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 268.65 FEET, A RADIUS OF 707.27 FEET, A DELTA ANGLE OF 21 DEGREES 45 MINUTES 48 SECONDS, AND A CHORD THAT BEARS NORTH 41 DEGREES 34 MINUTES 38 SECONDS EAST, A DISTANCE 267.04 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT, AND
5) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 581.18 FEET, A RADIUS OF 9,855.55 FEET, A DELTA ANGLE OF 03 DEGREES 22 MINUTES 43 SECONDS, AND A CHORD THAT BEARS NORTH 41 DEGREES 03 MINUTES 17 SECONDS EAST, A DISTANCE OF 581.10 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 17.648 ACRES OF LAND, MORE OR LESS.

CD4-PART 3 - 36.930 ACRES (1,608,671 SQUARE FEET)

BEING A 36.930 ACRE TRACT OF LAND OUT OF THE BENJAMIN & GRAVES FULCHER SURVEY, ABSTRACT NO. 21, SITUATED IN GUADALUPE COUNTY, TEXAS, THE BENJAMIN & GRAVES FULCHER SURVEY, ABSTRACT NO. 813, AND THE WILLIAM A. MATTHEWS SURVEY, ABSTRACT NO. 305, SITUATED IN HAYS COUNTY, TEXAS, AND BEING OUT OF A CALLED 563.797 ACRE TRACT OF LAND CONVEYED IN DEED TO THE MAYAN AT SAN MARCOS RIVER, LLC, A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN VOLUME 4892, PAGE 329, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.); SAID 36.930 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A TXDOT RIGHT-OF-WAY MONUMENT WITH BRASS DISK IN CONCRETE FOUND ON THE NORTH RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 110 (F.M. 110) (PUBLIC RIGHT-OF-WAY) (UNIMPROVED) BEING A CALLED 53.897 ACRE TRACT CONVEYED IN DEED TO HAYS COUNTY, RECORDED IN DOCUMENT NO. 2016-16001654, WITH GRID COORDINATES OF N:13861029.34, E: 2323366.79;

THENCE SOUTH 42 DEGREES 09 MINUTES 30 SECONDS EAST, A DISTANCE OF 1,767.63 FEET TO THE **POINT OF BEGINNING** ON THE SOUTH RIGHT-OF-WAY LINE OF SAID F.M. 110, WITH GRID COORDINATES OF N: 13859719.01, E: 2322180.51;

THENCE OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING NINE (9) COURSES AND DISTANCES:

1) SOUTH 19 DEGREES 40 MINUTES 40 SECONDS EAST, A DISTANCE OF 547.44 FEET TO A POINT,
2) NORTH 46 DEGREES 32 MINUTES 15 SECONDS EAST, A DISTANCE OF 400.03 FEET TO A POINT,
3) SOUTH 21 DEGREES 47 MINUTES 22 SECONDS EAST, A DISTANCE OF 163.38 FEET TO A POINT,
4) NORTH 64 DEGREES 44 MINUTES 14 SECONDS EAST, A DISTANCE OF 94.32 FEET TO A POINT,
5) SOUTH 47 DEGREES 01 MINUTES 56 SECONDS EAST, A DISTANCE OF 161.57 FEET TO A POINT,
6) SOUTH 20 DEGREES 30 MINUTES 11 SECONDS EAST, A DISTANCE OF 331.37 FEET TO A POINT,

7) SOUTH 11 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 523.34 FEET TO A POINT,
8) SOUTH 20 DEGREES 06 MINUTES 04 SECONDS EAST, A DISTANCE OF 106.23 FEET TO A POINT, AND
9) SOUTH 12 DEGREES 14 MINUTES 11 SECONDS WEST, A DISTANCE OF 286.70 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID 563.797 ACRE TRACT, FROM WHICH A FENCE CORNER POST FOUND FOR THE SOUTH CORNER OF SAID 563.797 ACRE TRACT BEARS SOUTH 49 DEGREES 07 MINUTES 28 SECONDS WEST, A DISTANCE OF 8,772.36 FEET;

THENCE SOUTH 49 DEGREES 07 MINUTES 28 SECONDS WEST, WITH THE SOUTHEAST LINE OF SAID 563.797 ACRE TRACT, A DISTANCE OF 399.55 FEET TO A POINT;

THENCE OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) NORTH 45 DEGREES 32 MINUTES 31 SECONDS WEST, A DISTANCE OF 28.55 FEET TO A POINT,
2) NORTH 49 DEGREES 14 MINUTES 18 SECONDS EAST, A DISTANCE OF 221.56 FEET TO A POINT,
3) NORTH 40 DEGREES 45 MINUTES 42 SECONDS WEST, A DISTANCE OF 300.02 FEET TO A POIN
4) SOUTH 49 DEGREES 14 MINUTES 18 SECONDS WEST, A DISTANCE OF 246.65 FEET TO A POINT, AND
5) NORTH 45 DEGREES 32 MINUTES 31 SECONDS WEST, A DISTANCE OF 1334.51 FEET TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 110, AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 110 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 727.64 FEET, A RADIUS OF 10,990.00 FEET, A DELTA ANGLE OF 03 DEGREES 47 MINUTES 37 SECONDS, AND A CHORD THAT BEARS NORTH 44 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 727.51 FEET, AND

2) NORTH 46 DEGREES 24 MINUTES 19 SECONDS EAST, A DISTANCE OF 350.98 FEET TO THE **POINT OF BEGINNING**, CONTAINING 36.930 ACRES OF LAND, MORE OR LESS.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, South Central Zone, NAD83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.0000741. Units: U.S. Survey Feet.

I hereby certify that this legal description and the accompanying plat of even date represents the facts found during the course of an actual survey made on the ground under my supervision.

06/30/2020

Gordon Anderson, RPLS No. 6617
LJA Surveying, Inc.
5316 Highway 290 West, Suite 460
Austin, Texas 78735
Texas Firm No. 10194533

LIFT STATION – 2.066 ACRES (90,012 SQUARE FEET)

BEING A 2.066 ACRE TRACT OF LAND OUT OF THE BENJAMIN & GRAVES FULCHER SURVEY, ABSTRACT NO. 21, SITUATED IN GUADALUPE COUNTY, TEXAS AND BEING OUT OF A CALLED 563.797 ACRE TRACT OF LAND CONVEYED IN DEED TO THE MAYAN AT SAN MARCOS RIVER, LLC, A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN VOLUME 4892, PAGE 329, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.); SAID 2.066 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A TXDOT RIGHT-OF-WAY MONUMENT WITH BRASS DISK IN CONCRETE FOUND ON THE NORTHWEST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 110 (F.M. 110) (PUBLIC RIGHT-OF-WAY) (UNIMPROVED) BEING A CALLED 53.897 ACRE TRACT CONVEYED IN DEED TO HAYS COUNTY, RECORDED IN DOCUMENT NO. 201616001654, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), ON THE NORTH LINE OF SAID 563.797 ACRE TRACT, SAME BEING THE SOUTH LINE OF A CALLED 532.212 ACRE TRACT DESCRIBED AS TRACT 1, CONVEYED IN DEED TO B & B FAMILY PARTNERSHIP, LTD., RECORDED IN DOCUMENT NO. 9915746, O.P.R.H.C.TX. WITH GRID COORDINATES OF N:13861029.34, E: 2323366.79, FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "BROWN ENG" FOUND BEARS NORTH 49 DEGREES 10 MINUTES 04 SECONDS EAST A DISTANCE OF 1,310.37 FEET,

THENCE SOUTH 15 DEGREES 55 MINUTES 06 SECONDS WEST, A DISTANCE OF 2,958.15 FEET TO THE **POINT OF BEGINNING,** WITH GRID COORDINATES OF N: 13858184.74, E: 2322555.60;

THENCE OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

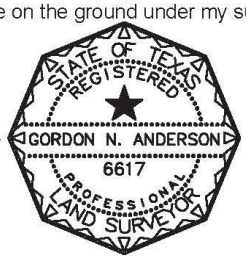
1) SOUTH 40 DEGREES 45 MINUTES 42 SECONDS EAST, A DISTANCE OF 300.02 FEET TO A POINT,
2) SOUTH 49 DEGREES 14 MINUTES 18 SECONDS WEST, A DISTANCE OF 300.02 FEET TO A POINT, FROM WHICH A TXDOT RIGHT-OF-WAY MONUMENT WITH BRASS DISK IN CONCRETE FOUND ON THE NORTHWEST RIGHT-OF-WAY LINE OF SAID F.M. 110 BEARS SOUTH 81 DEGREES 00 MINUTES 29 SECONDS WEST, A DISTANCE OF 2,680.85 FEET,
3) NORTH 40 DEGREES 45 MINUTES 42 SECONDS WEST, A DISTANCE OF 300.02 FEET TO A POINT, AND

(INTENTIONALLY LEFT BLANK)

4) NORTH 49 DEGREES 14 MINUTES 18 SECONDS EAST, A DISTANCE OF 300.02 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 2.066 ACRES OF LAND, MORE OR LESS.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, South Central Zone, NAD83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.0000741. Units: U.S. Survey Feet.

I hereby certify that this legal description and the accompanying plat of even date represents the facts found during the course of an actual survey made on the ground under my supervision.



Gordon Anderson, RPLS No. 6617
LJA Surveying, Inc.
5316 Highway 290 West, Suite 460
Austin, Texas 78735
Texas Firm No. 10194533

LEGEND:
PROPERTY BOUNDARY
APPROXIMATE SURVEY LINE
ROAD EASEMENT
FLY-TIE
CHARACTER DISTRICT 3 – RESIDENTIAL (CD3)
CHARACTER DISTRICT 4 – MULTIFAMILY (CD4)
CHARACTER DISTRICT 5 – COMMERCIAL (CD5)
LIGHT INDUSTRIAL (LI)
O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
O.R.G.C.TX. OFFICIAL RECORDS OF GUADALUPE COUNTY, TEXAS
O.P.R.G.C.TX. OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
FOUND 1/2" IRON ROD (AS NOTED)
FOUND TXDOT RIGHT-OF-WAY MONUMENT WITH BRASS DISK IN CONCRETE
FOUND FENCE CORNER POST
0 200 400 800
WILLIAM BURNETT JR SURVEY ABSTRACT NO. 56
D & S FAMILY PARTNERSHIP, LTD. TRACT 1 CALLED 529.219 ACRES DOCUMENT NO. 9618748 O.P.R.H.C.TX.
HAYS COUNTY CALLED 13.997 ACRES F.M. 110 PUBLIC RIGHT-OF-WAY (UNIMPROVED) DOCUMENT NO. 18016-18001624 O.P.R.H.C.TX.
WILLIAM A MATTHEWS SURVEY ABSTRACT NO. 305
PROJECT BOUNDARY AND CITY LIMITS
LI - PART 1
LI - PART 2
F.M. 110 (VARIABLE WIDTH RIGHT-OF-WAY)
CD5 - PART 1
CD5 - PART 2
CD5 - PART 3
CD5 - PART 4
CD3 - PART 1
CD3 - PART 2
CD4 - PART 1
CD4 - PART 2
CD4 - PART 3
BENJAMIN & GRAVES FULCHER SURVEY ABSTRACT NO. 513
MAYAN AT SAN MARCOS RIVER LLC, A TEXAS LIMITED LIABILITY COMPANY CALLED 563.787 ACRES VOLUME 4892, PAGE 329 O.P.R.H.C.TX.
HAYS COUNTY
GUADALUPE COUNTY
PROJECT BOUNDARY AND CITY LIMITS
PROPOSED LIFT STATION
LIMITS OF EXISTING EFFECTIVE FLOODPLAIN MAPM-48187C0035F (11/2/2007)
BENJAMIN & GRAVES FULCHER SURVEY ABSTRACT NO. 21
JANE M. CACERA AND WIFE, MARY CACERA CALLED 11.0000 ACRES VOLUME 3141, PAGE 393 O.P.R.G.C.TX.
MILLENIUM INTERESTS, LTD. CALLED 318.888 ACRES DOCUMENT NO. 201901159 O.P.R.G.C.TX.
DESCRIBED IN DOCUMENT NO. 201901042 O.P.R.G.C.TX.
MILLENIUM INTERESTS, LTD. CALLED 318.718 ACRES DOCUMENT NO. 201701158 O.P.R.G.C.TX.
MILLENIUM INTERESTS, LTD. CALLED 318.718 ACRES DOCUMENT NO. 201701158 O.P.R.G.C.TX.
VCD SAN MARCOS RIVER, LLC, A TEXAS LIMITED LIABILITY COMPANY CALLED 310.000 ACRES VOLUME 4348, PAGE 295 O.P.R.G.C.TX.
SAN MARCOS RIVER
NOTES:
1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, CENTRAL TEXAS ZONE, NAD 83.
2. ALL DISTANCES AND ACREAGES SHOWN ARE SURFACE DISTANCES UNLESS OTHERWISE TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00014 AT UNITS U.S. SURVEY FEET
3. THIS EXHIBIT IS FOR GRAPHIC DEPICTION PURPOSES ONLY.
4. THIS MAP IS INTENDED FOR DISTRICT ZONING DESCRIPTION PURPOSES ONLY.
5. THIS MAP ACCOMPANIES THE FOLLOWING ZONING DESCRIPTIONS:
- CHARACTER DISTRICT 3 - RESIDENTIAL (CD3) METES AND BOUNDS DESCRIPTION # DATED 09-30-2020.
- CHARACTER DISTRICT 4 - MULTIFAMILY (CD4) METES AND BOUNDS DESCRIPTION # DATED 09-30-2020.
- CHARACTER DISTRICT 5 - COMMERCIAL (CD5) METES AND BOUNDS DESCRIPTION # DATED 09-30-2020.
- LIGHT INDUSTRIAL METES AND BOUNDS DESCRIPTION # DATED 09-30-2020.
- LIFT STATION # BOUNDARY METES AND BOUNDS DESCRIPTION # DATED 09-30-2020.
THE MAYAN REZONE
IN THE BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 21 BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 513 WILLIAM A. MATTHEWS SURVEY, ABSTRACT NO. 305
HAYS COUNTY, TEXAS GUADALUPE COUNTY, TEXAS
LJA Surveying, Inc.
5316 West Highway 290 Phone 512.439.4700
Suite 400
Austin, Texas 78735 T.B.P.L.S. Firm No. 10194633
DRWN BY: EMC | CHKD BY: CDC | SCALE: 1"=400' | DATE: 09/30/20 | PROJ. NO.: LJA51305-2001 | SHEET: 2 OF 2
DATE OF LAST REVISION | DESCRIPTION OF LAST REVISION

CD3 – PART 1 LINE AND CURVE TABLES

Line #	Bearing	Length
L32	N57°54'51"E	870.57'
L33	S30°40'06"E	458.24'
L34	S23°12'13"E	231.61'
L35	S39°20'19"E	496.08'
L36	S49°07'28"W	4114.99'
L37	N40°45'42"W	940.79'

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C11	1144.874	4632.000	14°09'42"	N50°50'00"E	1141.96
C12	918.836	10990.000	4°47'21"	N63°37'19"E	918.37
C13	1407.058	5110.000	15°46'36"	N58°07'37"E	1402.62

CD3 – PART 2 LINE AND CURVE TABLES

Line #	Bearing	Length
L47	S71°35'49"E	51.89'
L48	S61°21'41"E	97.53'
L49	S48°55'04"E	185.91'
L50	N48°33'29"E	285.39'
L51	N80°57'48"W	280.95'
L52	N70°06'45"W	143.14'
L53	S45°32'31"E	1334.51'
L54	S49°14'18"W	53.37'
L55	S40°45'42"E	300.02'
L56	N49°14'18"E	78.46'
L57	S45°32'31"E	28.55'
L58	S49°07'28"W	485.78'
L59	S58°50'30"W	244.60'
L60	S62°03'42"W	225.66'
L61	N57°53'58"W	130.53'
L62	S50°17'42"W	129.27'
L63	S43°21'28"E	80.86'
L64	S33°11'43"E	149.74'
L65	S27°01'01"E	87.04'
L66	S28°42'09"W	82.91'
L67	S49°07'28"W	965.00'
L68	N40°45'42"W	562.59'
L69	N65°57'47"W	32.38'
L70	N47°59'08"W	77.76'

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C21	706.696	5110.000	7°55'28"	N37°53'25"E	706.13
C22	131.124	10990.000	0°41'01"	N34°16'13"E	131.12
C23	1315.483	10990.000	6°51'30"	N39°10'58"E	1314.70
C24	205.267	224.234	52°26'58"	N78°40'09"W	198.17
C25	55.538	49.900	63°46'10"	S10°01'38"W	52.72
C26	278.859	373.827	42°43'57"	N40°13'28"W	272.24
C27	281.616	770.725	20°56'08"	N58°50'07"W	280.05

CD4 – PART 1 LINE TABLE

Line #	Bearing	Length
L28	N41°21'04"W	843.29'
L29	N49°07'28"E	893.28'
L30	S40°45'42"E	843.26'
L31	S49°07'28"W	884.61'

CD4 – PART 2 LINE AND CURVE TABLES

Line #	Bearing	Length
L42	S40°45'42"E	562.59'
L43	S49°07'28"W	1016.53'
L44	N39°20'19"W	496.08'
L45	N23°12'13"W	231.61'
L46	N48°11'21"E	97.07'

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C18	278.859	373.627	42°43'57"	S40°13'28"E	272.24
C19	268.652	707.273	21°45'48"	N41°34'38"E	267.04
C20	581.181	9855.553	3°22'43"	N41°03'17"E	581.10

CD4 – PART 3 LINE AND CURVE TABLES

Line #	Bearing	Length
L71	S19°40'40"E	547.44'
L72	N46°32'15"E	400.03'
L73	S21°47'22"E	163.38'
L74	N64°44'14"E	94.32'
L75	S47°01'56"E	161.57'
L76	S20°30'11"E	331.37'
L77	S11°34'07"W	523.34'
L78	S20°06'04"E	106.23'
L79	S12°14'11"W	286.70'
L80	S49°07'28"W	399.55'
L81	N45°32'31"W	28.55'
L82	N49°14'18"E	221.56'
L83	N40°45'42"W	300.02'
L84	S49°14'18"W	246.65'
L85	N45°32'31"W	1334.51'
L86	N46°24'19"E	350.98'

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C28	727.641	10990.000	3°47'37"	N44°30'31"E	727.51

PROPOSED LIFT STATION LINE TABLE

Line #	Bearing	Length
L87	S40°45'42"E	300.02'
L88	S49°14'18"W	221.56'
L89	N40°45'42"W	300.02'
L90	N49°14'18"E	246.65'

LI – PART 1 LINE AND CURVE TABLES

Line #	Bearing	Length
L1	N49°10'24"E	1925.25'
L2	N72°05'03"E	299.59'
L3	N74°46'40"E	106.12'
L4	N89°52'45"E	39.44'
L5	N64°09'35"E	90.65'
L6	N46°49'14"E	235.44'
L7	N35°19'08"E	331.75'
L8	N38°08'22"E	90.92'
L9	N43°29'42"E	73.77'
L10	N52°00'06"E	114.50'
L11	N51°18'05"E	156.56'
L12	N38°41'51"E	94.30'
L13	N29°54'36"E	162.95'
L14	N58°37'53"E	158.19'
L15	N78°26'41"E	71.84'
L16	S83°25'51"E	119.32'
L17	S73°02'48"E	223.87'
L18	S85°17'04"W	42.56'
L19	S04°27'07"W	42.56'

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	76.169	11210.000	0°23'22"	S34°07'24"W	76.17
C2	542.452	4860.000	6°23'42"	S37°06'24"W	542.17
C3	717.411	4860.000	8°27'28"	S44°52'05"W	716.76
C4	1413.728	4890.000	16°33'52"	S57°44'03"W	1408.81
C5	628.562	11210.000	3°12'46"	S64°24'38"W	628.48
C6	717.466	11052.000	3°43'10"	S64°39'49"W	717.34

LI – PART 2 LINE AND CURVE TABLES

Line #	Bearing	Length
L20	N86°54'48"W	263.84'
L21	N49°10'24"E	2634.23'

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C7	2697.865	11210.009	13°47'21"	S42°18'42"W	2691.38
C8	178.014	79.177	128°49'06"	N29°37'51"W	142.82

CD5 – PART 1 LINE AND CURVE TABLES

Line #	Bearing	Length
L22	N00°07'28"E	169.59'
L23	N46°11'07"E	222.18'
L24	S40°45'42"E	940.79'
L25	S49°07'28"W	893.28'
L26	N41°21'04"W	300.48'
L27	N44°51'11"W	52.82'

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C9	589.764	4632.000	7°17'42"	N40°06'18"E	589.37
C10	352.303	5767.278	3°30'00"	N43°06'04"W	352.25

CD5 – PART 2 LINE AND CURVE TABLES

Line #	Bearing	Length
L38	S47°59'08"E	77.76'
L39	S65°57'47"E	32.36'
L40	S48°11'21"W	87.07'
L41	N30°40'06"W	458.24'

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C14	281.618	770.725	20°56'08"	S58°50'07"E	280.05
C15	581.181	9855.553	3°22'43"	S41°03'17"W	581.10
C16	268.652	707.273	21°45'48"	S41°34'36"W	267.04
C17	747.962	5110.000	8°23'11"	N46°02'44"E	747.29

CD5 – PART 3 LINE TABLE

Line #	Bearing	Length
L91	S10°39'10"E	165.19'
L92	S23°27'29"E	388.34'
L93	S46°32'15"W	400.03'
L94	N19°40'40"W	547.44'
L95	N46°24'19"E	400.92'

CD5 – PART 4 LINE TABLE

Line #	Bearing	Length
L96	S49°07'28"W	1101.24'
L97	N65°57'58"W	152.79'
L98	N55°05'34"W	63.82'
L99	N18°22'16"W	287.89'
L100	N10°10'40"E	358.74'
L101	N83°26'00"E	146.21'
L102	N72°54'07"E	276.22'
L103	N89°16'20"E	246.87'
L104	N83°43'18"E	191.63'
L105	S85°51'24"E	87.58'
L106	S43°58'55"E	186.76'

NOTES:

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM CENTRAL TEXAS ZONE, NAD 83.
2. ALL DISTANCES AND ACREAGES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.000041. UNITS: U.S. FEET
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS MAP IS INTENDED FOR DISTRICT REZONE DESCRIPTION PURPOSES ONLY.
5. THIS MAP REPRESENTS PAGES 1 AND 2 OF THE FOLLOWING ZONE DESCRIPTIONS:
   - CHARACTER DISTRICT 3 - RESIDENTIAL (CD3) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - CHARACTER DISTRICT 4 - MULTIFAMILY (CD4) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - CHARACTER DISTRICT 5 - COMMERCIAL (CD5) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - LIGHT INDUSTRIAL METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - LIFT STATION BOUNDARY METES AND BOUNDS DESCRIPTION DATED 06-30-2020.

GORDON N. ANDERSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6617

THE MAYAN REZONE

IN THE
BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 21
BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 813
WILLIAM A. MATTHEWS SURVEY, ABSTRACT NO. 305

HAYS COUNTY, TEXAS
GUADALUPE COUNTY, TEXAS

LJA Surveying, Inc.
5316 West Highway 290
Suite 460
Austin, Texas 78735
Phone 512.439.4700
T.B.P.L.S. Firm No. 10194533

DRWN BY:	CHKD BY:	SCALE	DATE	PROJ. NO.	SHEET
EMC	CDC	1"=400'	06/30/20	LJA51005-2001	2 OF 2

DATE OF LAST REVISION	DESCRIPTION OF LAST REVISION

S:\Admin\Survey\Austin_Survey\Austin_Projects\LJA51005-2001_MAYAN_REZONE\05-CAD\Civil 3D\Plats\The Mayan Rezone_Plat Exhibit.dwg 7/1/2020

Zoning Request	2801 Staples Road
ZC-20-19	

Summary

Request:	Zoning change from "FD" Future Development to "CD-4" Character District-4		
Applicant:	Todd Burek The Mayan at San Marcos River LLC 22711 Fossil Peak San Marcos, TX 78216	**Property Owner:**	Todd Burek The Mayan at San Marcos River LLC 22711 Fossil Peak San Marcos, TX 78216

Notification

Application:	July 14, 2020	**Neighborhood Meeting:**	N/A
Published:	July 26, 2020	**# of Participants**	N/A
Posted:	July 24, 2020	**Personal:**	July 24, 2020
Response:	None as of Staff Report date		

Property Description

Legal Description:	+/- 78.853 acre tract out of the Benjamin & Graves Fulcher Survey, Abstract No. 21, Guadalupe County, Texas, the Benjamin & Graves Fulcher Survey, Abstract No. 813, and the William A. Matthews Survey, Abstract No. 305, Hays County, Texas		
Location:	2801 Staples Road		
Acreage:	+/- 78.853 acres	**PDD/DA/Other:**	N/A
Existing Zoning:	"FD" Future Development	**Proposed Zoning:**	CD-4 "Character District-4"
Existing Use:	Vacant / Rural	**Proposed Use:**	Mixed Use (Commercial/Residential/Multifamily)
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:	ETJ	San Marcos River/Vacant/Residential	Area of Stability-Open Space/Area of Stability-Low Intensity

Zoning Request	2801 Staples Road
ZC-20-19	

South of Property:	ETJ	Vacant/Redwood Community (Residential & Commercial Uses)	Area of Stability-Low Intensity
East of Property:	ETJ	Vacant/Rural	Area of Stability-Low Intensity
West of Property:	ETJ	Vacant/Rural	Area of Stability-Low Intensity

Staff Recommendation

X	**Approval as Submitted**		Approval with Conditions / Alternate		Denial
Staff: Shavon Caldwell		**Title:** Planner		**Date:** August 11, 2020	

Commission Recommendation

X	Approval as Submitted		Approval with Conditions / Alternate		Denial

Planning and Zoning Commission Meeting: August 11th, 2020

Speakers in favor or opposed: David Earl and Tory Hurt spoke in favor of the request.

Recommendation from the Planning and Zoning Commission meeting held August 11, 2020:
Recommendation for **approval** 9-0

Zoning Request	2801 Staples Road
ZC-20-19	

History

The subject property is within City limits and was annexed in 2008. The property is currently vacant and is surrounded almost exclusively by vacant, rural/agricultural land as well as the San Marcos River along the northernmost extent of the subject tract and some existing residential and commercial uses in the Redwood community along the southernmost extent of the subject tract. In addition, FM 110 is proposed to be located adjacent to the subject property and right-of-way has already been dedicated in order to provide for the future construction of FM 110.

The purpose of this zoning change to "Character District-4" is to allow for the development of approximately 79 acres of mixed commercial and residential uses.

The City of San Marcos will provide wastewater services at the site and as the property is within the Crystal Clear CCN, Crystal Clear Special Utility District will provide water service. 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

Analysis of the proposed zoning request includes deliberation of existing surrounding land uses, proposed transportation networks, and the goals and policies of the Comprehensive Plan. A few major points for consideration in the analysis are as follows:

- Low Intensity Areas on the Preferred Scenario Map are varied and diverse with respect to environmental sensitivity and development suitability. Development in these areas should be guided by the Land Use Suitability Map. The proposed zoning district is in a low to moderately constrained area on the Land Use Suitability Map.
- The Comprehensive Plan states that being in an area of stability does not mean that an area should or will not change but only that new zoning requests should be carefully planned so that the character of the area remains. While the existing rural and agricultural character of the area would not remain with CD-4 development, the Comprehensive Plan considers single family residential, home office, and corner retail and mixed use all appropriate uses and building types in Low Intensity areas.
- The FM 110 thoroughfare will alter the existing character of the surrounding area and the subject property's location along FM 110 would allow for a variety of residential uses to be developed in accordance with city standards and with access to a major transportation thoroughfare.

- Hays County provides the following overview of the FM 110 project:

  This project continues the loop east of San Marcos and involves initially constructing two travel lanes (one in each direction) with 10-foot shoulders where no road currently exists for the approximately 11.3-mile corridor and includes an interchange at SH 21 and a railroad overpass at the Union Pacific Railroad tracks. As traffic increases over time, two additional travel lanes and additional interchanges would be constructed. Initial construction costs will be funded through Transportation Reinvestment Zones (TRZs) created by Hays County and the City of San Marcos to capture a portion of the increased value of development occurring

along the alignment. Caldwell County will also contribute to the project cost. The County is funding and conducting project development simultaneously for the initial stage of all three sections. TxDOT will let and manage construction of the project. Water line relocations will be in construction contracts.

- Additional details regarding this analysis is outlined in the staff report and the Comprehensive Plan Analysis checklist.

Comments from Other Departments

Police	No issues with the proposed development.
Fire	This development is outside the City's existing fire station network's coverage area and a fire station location would ensure optimal coverage and response times. Portions of the development fall outside a 5-road mile distance (based on current road network) from an existing station which results in an ISO PPC (ISO Public Protection Program) rating of 10+. This rating indicates that the area's fire suppression doesn't meet the program's minimum criteria.
Public Services	No issues with the proposed development.
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** *The subject property is located within an "Area of Stability-Low Intensity" designation on the Preferred Scenario Map. Per the Comprehensive Plan, "Character Districts" such as Character District-4 zoning are "Considered" within Low Intensity designations.* *Vision San Marcos Comprehensive Plan states that "Areas of Stability-Low Intensity" will generally maintain their existing character. The Comprehensive Plan states that "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." Although the proposed zoning does not ensure "that the character of the area remains", the Comprehensive Plan envisions single family, home office, and corner retail in Low Intensity Areas which are all uses and building types that are allowed in CD-4.*

Zoning Request	2801 Staples Road
ZC-20-19	

Evaluation			Criteria for Approval (Sec.2.5.1.4)
Consistent	Inconsistent	Neutral	
		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 in effect.*
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** *Character District-4 zoning primarily allows primarily for a variety of residential uses and some limited commercial uses that except for bed & breakfasts or boutique hotels, are limited by specific use standards or require approval of a conditional use permit.* *The immediately surrounding area is currently agriculture/rural and there are no adjacent residential or commercial uses, however, the future FM 110 development adjacent to the property is likely to attract a diverse array of uses.*
X			**Whether the proposed zoning will reinforce the existing or planned character of the area** *Approval of this zoning change will not reinforce the existing character of the area which is primarily rural/agricultural. However, the planned FM 110 will alter the existing character of the surrounding area as it will be a major eastern transportation loop. In addition, approval of this zoning change would allow the property to develop with diversified housing options which the Comprehensive Plan envisions and states as a community need and will allow development of the general use categories and building types envisioned in by the Comprehensive Plan in Low Intensity areas.*
X			**Whether the site is appropriate for the development allowed in the proposed district** *The property is vacant, will have easy access to the future FM 110, and will be required to construct roadways and utility infrastructure consistent with the Character District-4 zoning district. The subject property is shown to be on a low to moderately constrained area on the Land Use Suitability Map.*

Zoning Request	2801 Staples Road
ZC-20-19	

Evaluation			Criteria for Approval (Sec.2.5.1.4)
Consistent	Inconsistent	Neutral	
X			**Whether there are substantial reasons why the property cannot be used according to the existing zoning** *The property is currently zoned Future Development (FD). The FD zoning district is intended to serve as a temporary zoning district for recently annexed properties that shall be developed in the future but are not yet ready to be zoned for a particular use.*
X			**Whether there is a need for the proposed use at the proposed location** *The proposed rezoning would allow primarily residential uses with some limited allowances for commercial uses. The subject property's location along FM 110 would allow for such uses to be developed in accordance with city standards with access to a major transportation thoroughfare.*
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 not located within the City's water service area and will be served by Crystal Clear Special Utility District. The property is not located within the City's wastewater service area and will be required to extend City wastewater lines to the property. This development is outside the City's existing fire station network's coverage area and a fire station location would ensure optimal coverage and response times.*
X			**Whether the proposed rezoning will have a significant adverse impact on property in the vicinity of the subject property** *The surrounding property is primarily vacant agricultural/rural. While this existing land type does not complement the proposed Character District-4 zoning there are no anticipated adverse impacts.*
		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	2801 Staples Road
ZC-20-19	

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 subject property is located within a low to moderately constrained area according to the Land Use Suitability Map.*
X			**Any other factors which shall substantially affect the public health, safety, morals, or general welfare** *None noted.*

ZC-20-19
Aerial View
Mayan CD-4 Zoning – 2801 Staples Road

★ **Site Location**

Subject Property

Parcel

City Limit

N

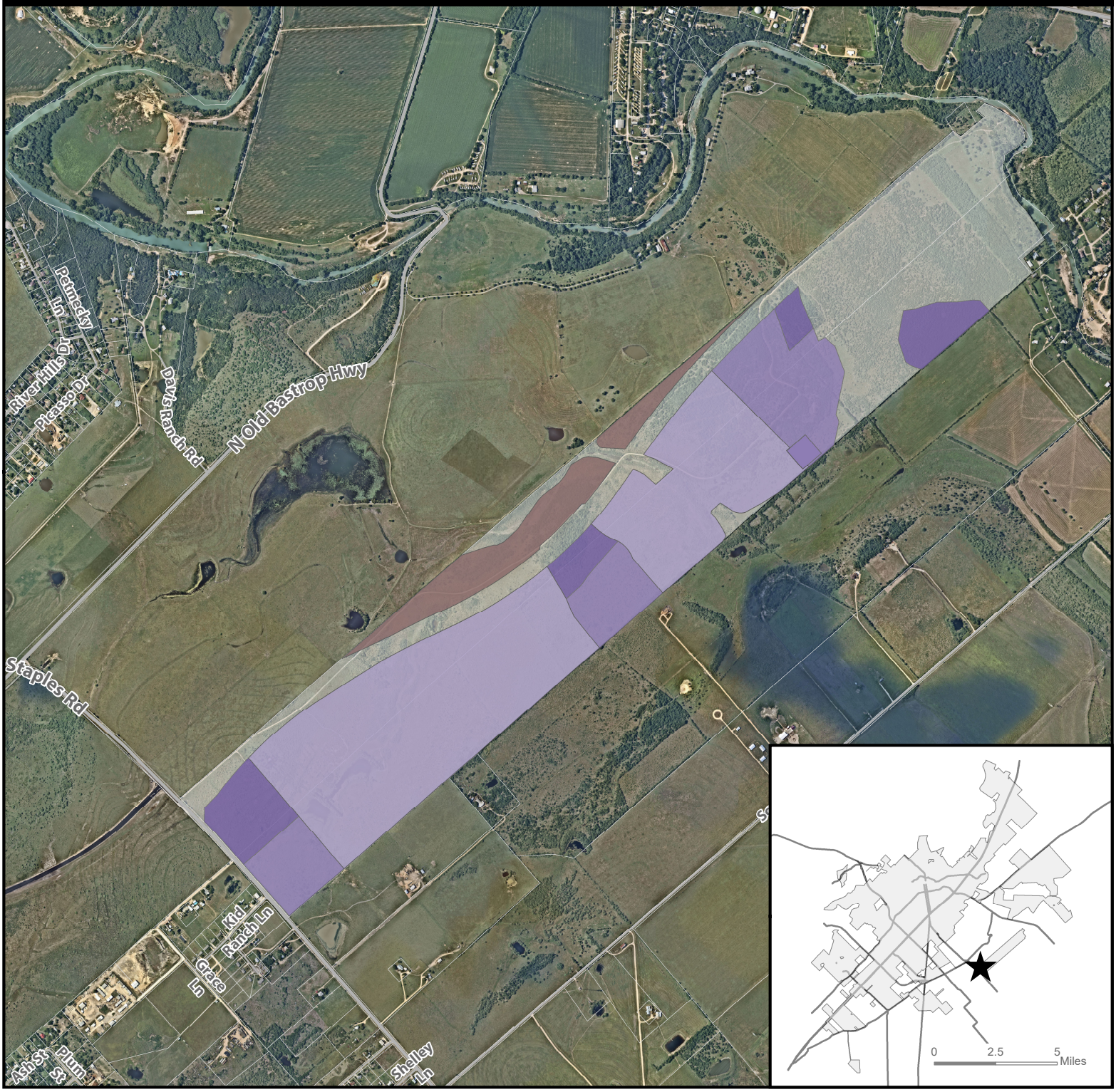
0 1,000 2,000 4,000 Feet

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: 7/28/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-19 Mayan CD-4\GIS\ZC-20-19_Aerial Map.mxd

ZC-20-17, ZC-20-18, ZC-20-19, ZC-20-20
Requested Zoning
Mayan LI, CD-3, CD-4, CD-5 Zoning – 2801 Staples Road



★ **Site Location**

Parcel

City Limit

Requested Zoning

- **CD-3**
- **CD-4**
- **CD-5**
- **LI**

N

0 1,000 2,000 4,000 Feet

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Map Date: 7/30/2020

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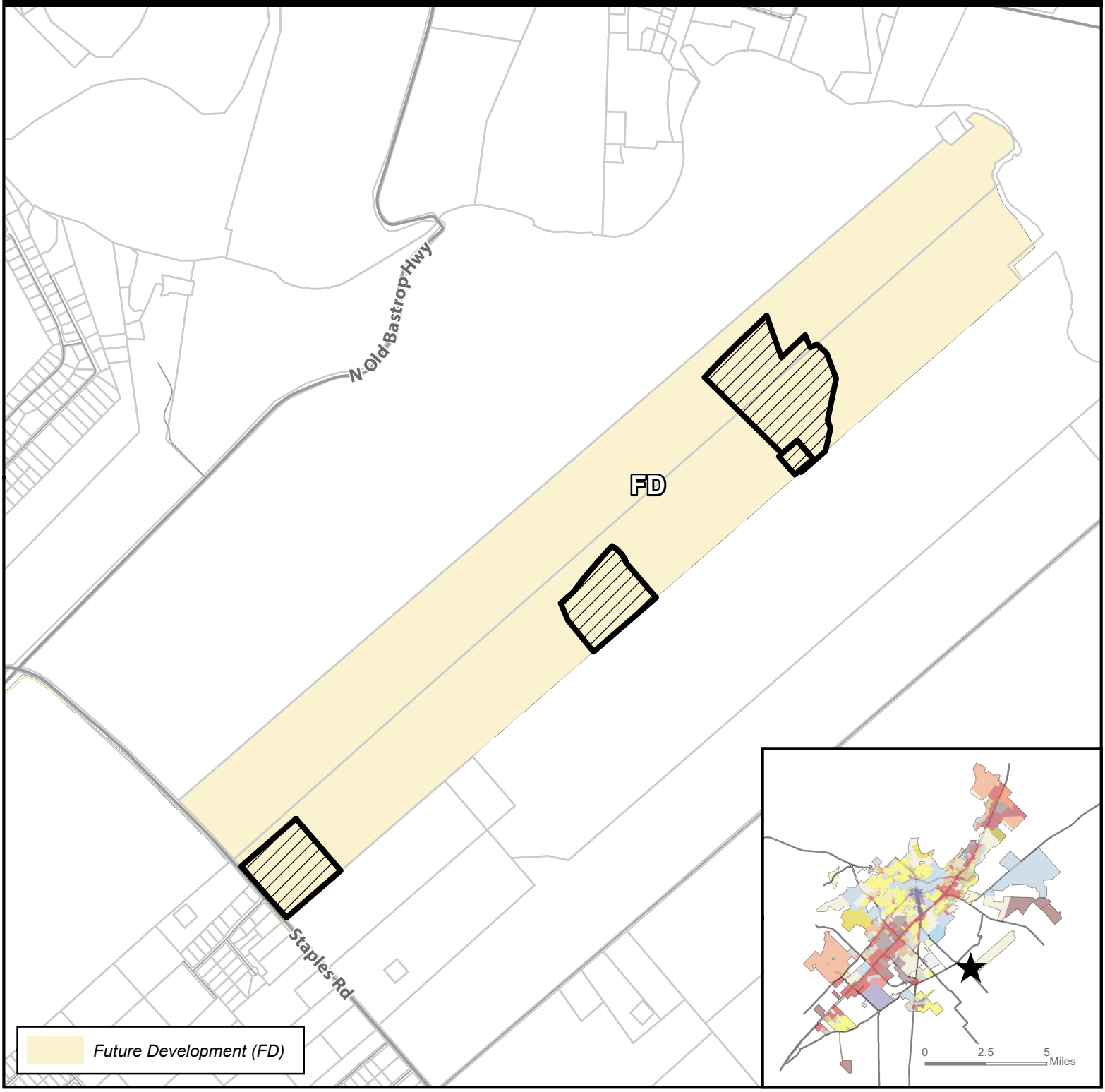
ZC-20-19
Existing Zoning
Mayan CD-4 Zoning – 2801 Staples Road



Site Location

Subject Property

Parcels

City Limit

N

0 1,000 2,000 4,000 Feet

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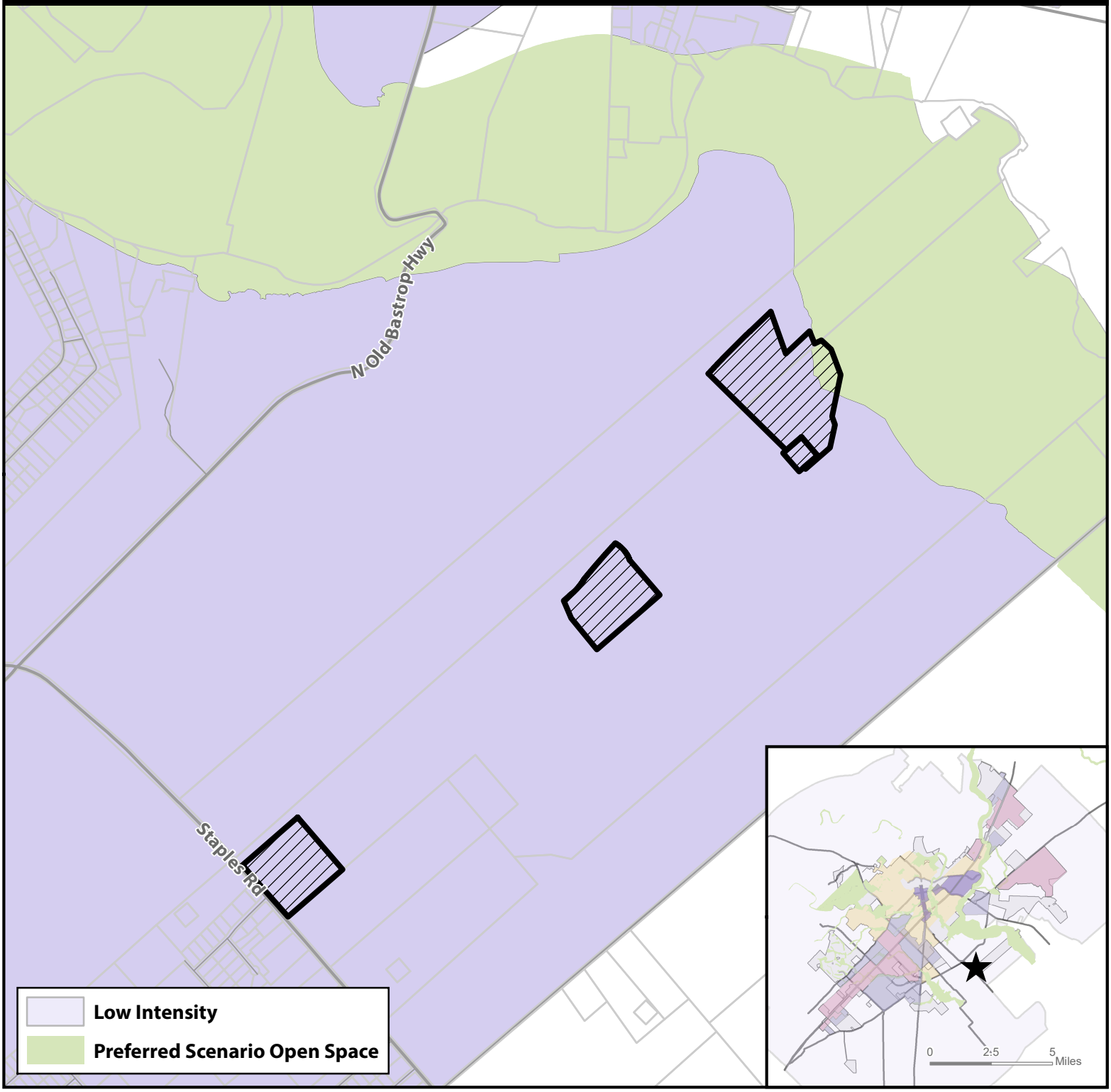
ZC-20-19
Preferred Scenario
Mayan CD-4 Zoning – 2801 Staples Road



Site Location

Subject Property

Parcels

City Limit

N

0 1,000 2,000 4,000 Feet

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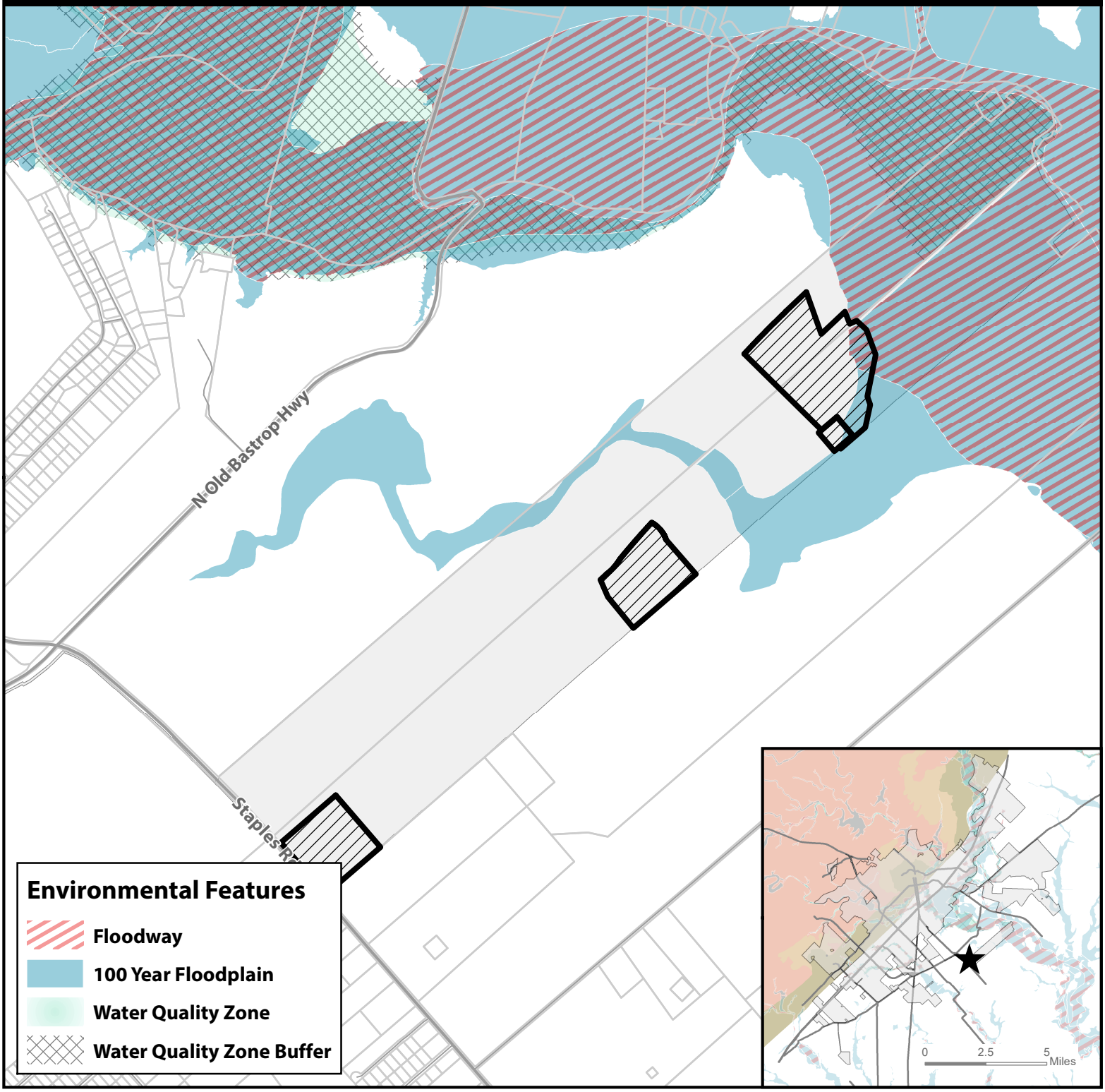
Map Date: 7/28/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-19 Mayan CD-4\GIS\ZC-20-19_PreferredScenario.mxd

ZC-20-19
Environmental Features
Mayan CD-4 Zoning – 2801 Staples Road



Site Location

Subject Property

Parcels

City Limit

N

0 1,000 2,000 4,000 Feet

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Map Date: 7/28/2020

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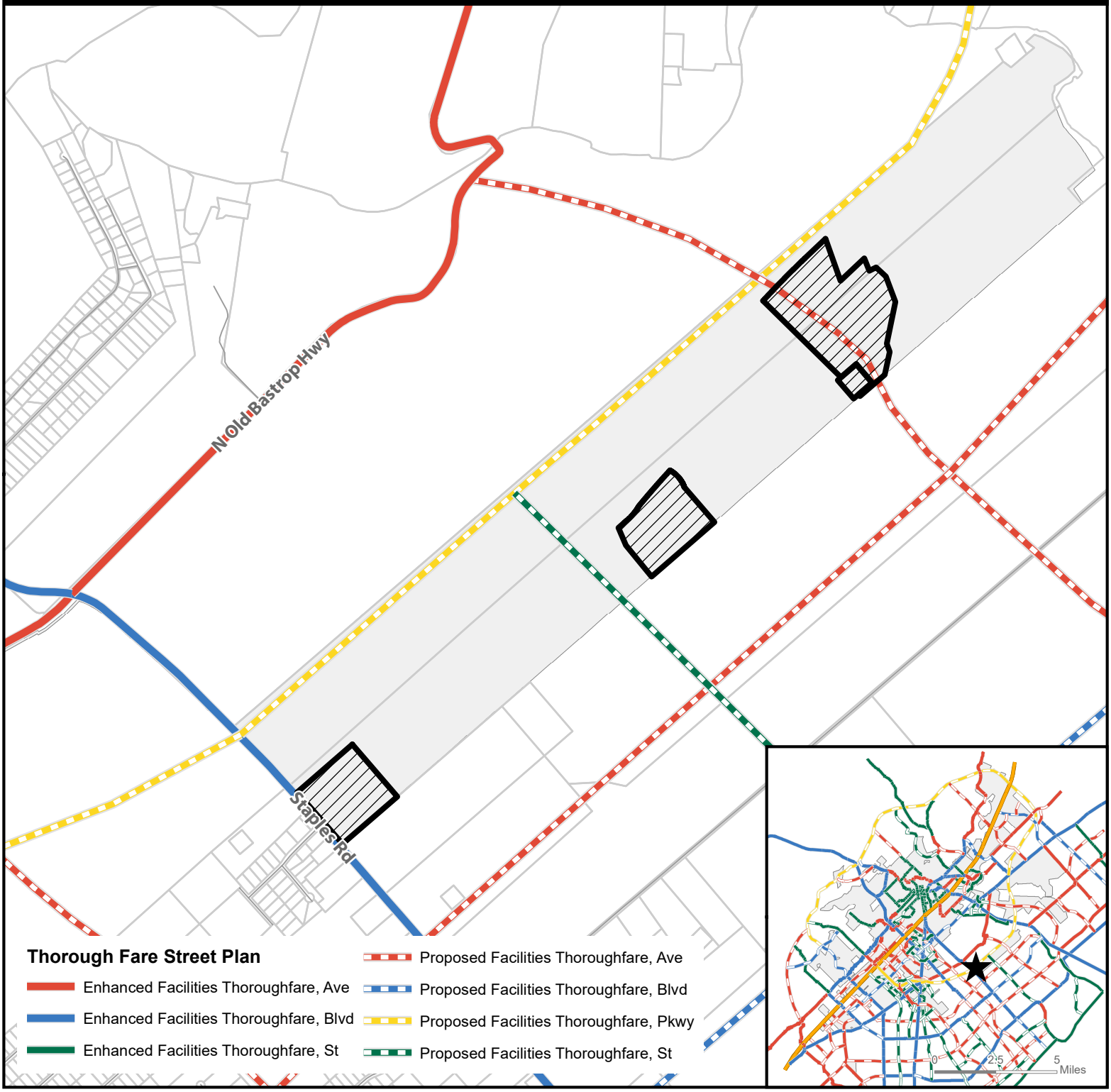
ZC-20-19
Transportation Master Plan
Mayan CD-4 Zoning – 2801 Staples Road



Site Location

Subject Property

Parcels

City Limit

N

0 1,000 2,000 4,000 Feet

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Map Date: 7/28/2020

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ZC-20-19
400' Notification Buffer
Mayan CD-4 Zoning – 2801 Staples Road

★ **Site Location**

Subject Property

400' Buffer

Parcel

City Limit

N

0 1,000 2,000 4,000 Feet

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Map Date: 7/28/2020

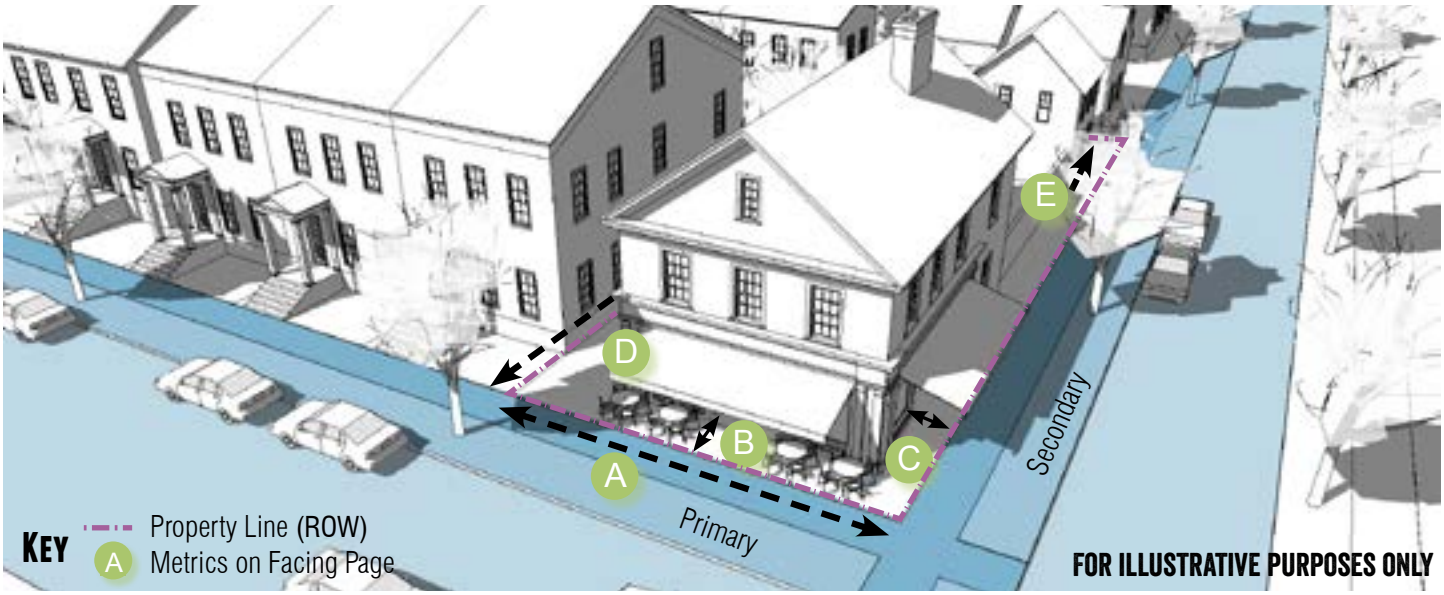
Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-19 Mayan CD-4\GIS\ZC-20-19_Notification Map.mxd

ZC-20-19 Notification List

Owner Name	Owner Address	Owner City	Owner State	Owner Zip
Property Owner	106 Kid Ranch Ln	San Marcos	TX	78666
Property Owner	2801 Staples RD	San Marcos	TX	78666
Property Owner	3020 FM 621	San Marcos	TX	78666
Property Owner	3010 FM 621	San Marcos	TX	78666
Property Owner	3100 FM 621	San Marcos	TX	78666
Property Owner	129 BLESSING LN	San Marcos	TX	78666
Property Owner	139 BLESSING LN	San Marcos	TX	78666
Property Owner	3036 FM 621	San Marcos	TX	78666
Property Owner	125 BLESSING LN	San Marcos	TX	78666
Property Owner	3111 FM 621	San Marcos	TX	78666
Property Owner	3120 FM 621	San Marcos	TX	78666

CD-4

SECTION 4.4.3.4 CHARACTER DISTRICT - 4



General Description

The CD-4 district is intended to accommodate a variety of residential options including single-family, two-family and multifamily with limited commercial or mixed use on the corners.

Density

Impervious Cover	80% max.

Transportation

Block Perimeter	2,400 ft. max	Section 3.6.2.1
Streetscape Type	Residential Conventional Mixed Use	Section 3.8.1.10 Section 3.8.1.7 Section 3.8.1.8

Building Types Allowed

Accessory Dwelling	Section 4.4.6.1
Cottage	Section 4.4.6.3
Duplex	Section 4.4.6.5
Townhouse	Section 4.4.6.7
Courtyard Housing	Section 4.4.6.9
Apartment	Section 4.4.6.10
Live/ Work	Section 4.4.6.11
Neighborhood Shopfront	Section 4.4.6.12
Civic Building	Section 4.4.6.15

Building Standards

Principle Building Height	3 stories max.	50 ft. max.
Accessory Structure Height	N/A	24 ft. max.

Lot

Building Type	Lot Area	Lot Width (A)
Cottage	4,500 sq. ft. min.	40 ft. min./ 120 ft. max.
Duplex	4,500 sq. ft. min.	40 ft. min./ 120 ft. max.
Townhouse	1,500 sq. ft. min.	20 ft. min./ 120 ft. max.
Courtyard Housing	1,500 sq. ft. min.	15 ft. min./ 120 ft. max.
Apartment	6,000 sq. ft. min.	60 ft. min./ 120 ft. max.
Live/Work	1,100 sq. ft. min.	15 ft. min./ 120 ft. max.
Neighborhood Shopfront	6,000 sq. ft. min.	60 ft. min./ 120 ft. max.
Civic Building	6,000 sq. ft. min.	50 ft. min.

All Lots 45 feet or less in width shall take vehicular access from a rear alley except Courtyard Housing.

Setbacks - Principal Building

Primary Street	5 ft. min - 12 ft. max.	B
Secondary Street	5 ft. min.	C
Side	5 ft. min.	D
Rear	15 ft. min.	E
Rear, abutting alley	5 ft. min.	E

Setbacks - Accessory Structure

Primary Street	20 ft. min.
Secondary Street	15 ft. min.
Side	5 ft. min.
Rear	3 ft. min.

Parking Location

Layer (Section 4.3.3.1)	Surface	Garage
First Layer	Not Allowed	Not Allowed
Second Layer	Allowed	Section 7.1.4.1
Third Layer	Allowed	Section 7.1.4.1

Build-to Zone (BTZ)

Building Facade in primary street	60% min.
Building Facade in secondary street	35% min.

Future Development vs. Character District-4

Section 4.2.1.2 Building Types Allowed by District

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

Future Development vs. Character District-4

Section 5.1.1.2 Land Use Matrix

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:* **Character District – 4 (CD-4)**
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-4 District is intended to accommodate a variety of residential options including single-family, two family, and multifamily with limited commercial or mixed use on the corners.
Uses	Residential *(See Land Use Matrix)*	Residential, limited Commercial, limited Office. *(See Land Use Matrix)*
Parking Location	No location standards	No parking in the 1st layer; Parking allowed in the 2nd and 3rd Layer
Parking Standards	Dependent upon use	Dependent upon use
Max Residential Units / 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	3 stories
Setbacks	50' minimum front, 20' side, and 20% of total lot depth measured at point of greatest depth in rear	5-12' front Setback, 5' side setback, 15' rear set back.
Impervious Cover (max)	30%	80%
Lot Sizes	Minimum 2 acres lot area, Minimum 200 ft lot width	Allows a variety of lot sizes depending on Building Type with 1,100 sq ft in area and 15' lot in width being the smallest allowed minimums
Streetscapes	Residential Street: 5' sidewalk for lots smaller than 1 acre, street trees every 40' on center average, 7' planting area.	Residential Street: 5' sidewalk for lots smaller than 1 acre, street trees every 40' on center average, 7' planting area. Conventional: 6' sidewalk, street trees every 40' on center average, 7' planting area. Mixed Use: 8' sidewalk, street trees every 35' on center average, 7' planting area.
Blocks	No Block Perimeter Required	2,400 ft. Block Perimeter max.

ZC-20-19 (The Mayan-Character District-4 Zoning) 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 Low 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		**65%**	**20%**	**10%**	**5%**
Constraint by Class					
Cultural	**86%**			**14%**	
Edwards Aquifer	**100%**				
Endangered Species	**100%**				
Floodplains	**94%**	**1%**		**5%**	
Geological	**100%**				
Slope	**100%**				
Soils	**42%**	**47%**		**11%**	
Vegetation	**100%**				
Watersheds		**12%**	**88%**		
Water Quality Zone	**83%**			**9%**	**8%**

ENVIRONMENT & RESOURCE PROTECTION – Water Quality Model Results

Located in Subwatershed:	**Lower San Marcos River 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 16% increase of impervious cover under the Preferred Scenario of development compared to a 91% increase under the trend scenario. The Plan predicted that the amount of urban land (meaning in City limits and not agriculture or undeveloped) in this watershed would increase from 7% to 9% under the Preferred Scenario of Development as compared to an increase to 14% under the trend scenario. The trend scenario envisioned lower density, single family development South of the San Marcos River while the preferred scenario envisioned medium density development concentrated along the Highway 80 and Highway 21 intersection.**

According to the model, this watershed has a high amount of bacteria loadings based on the amount of cattle per acre and recommends various landscape management methods such as native grasses and shrubs to provide vegetative filter strips and reduce the rate of erosion.

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 the future FM-110 extension and Staples 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 El Camino Real Park which is located approximately 2 miles from the closest property in the proposed development.**					**X**
Wastewater service available? **The developer will be required to extend wastewater service to the development. Wastewater lines will be required throughout the development to service the property.**					**X**
Water service available? **The property is located in Crystal Clear CCN. The developer will be required to extend water service to the development as needed. 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 **Staples Road**	**X**				

Existing Peak LOS	**Staples Road**	**X**				
Preferred Scenario Daily LOS	**Staples Road** **FM-110**			**X**		 **X**
Preferred Scenario Peak LOS	**Staples Road** **FM-110**	**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

7/24/2020 **ZC-20-19**

Notice of Public Hearing
Zoning Change Request
"FD" Future Development to "CD-4" Character District-4
2801 Staples Road

Hold a public hearing and consider a request by Todd Burek, on behalf of The Mayan at San Marcos River LLC, for a zoning change from "FD" Future Development to "CD-4" Character District-4, or such other less intense zoning district classification as the City Council may approve, for approximately 73.853 acres, more or less, out of the Benjamin & Graves Fulcher Survey, Abstract No. 21, Guadalupe County, Texas, the Benjamin & Graves Fulcher Survey, Abstract No. 813, and the William A. Matthews Survey, Abstract No. 305, Hays County, Texas, generally located at 2801 Staples 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, August 11, 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, September 1, 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-20-19.**

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

ZONING CHANGE, OVERLAY OR ESTABLISHMENT OF A HISTORIC DISTRICT/LANDMARK APPLICATION

Updated: October, 2019

CONTACT INFORMATION

Character District 4 Multifamily

Applicant's Name	Todd Burek	**Property Owner**	Todd Burek
Company	Mayans at San Marcos River	**Company**	Mayans at San Marcos River
Applicant's Mailing Address	22711 Fossil Peak San Marcos, TX 78216	**Owner's Mailing Address**	22711 Fossil Peak San Marcos, TX 78216
Applicant's Phone #	210-313-3453	**Owner's Phone #**	210-313-3453
Applicant's Email	todd.burek@gmail.com	**Owner's Email**	todd.burek@gmail.com

PROPERTY INFORMATION

Subject Property Address(es): FM 621 San Marcos, TX 78666

Legal Description: **Lot** _____ **Block** _____ **Subdivision** _____

Total Acreage: 73.42 **Tax ID #: R** 25912, R92442, R16386, R151618, R151617, R55712

Preferred Scenario Designation: _____ **Existing Zoning:** Future development

Existing Land Use(s): Agriculture

DESCRIPTION OF REQUEST

Proposed Zoning District(s): Character District 4 CD-4

Proposed Land Uses / Reason for Change: multi use to include residential, commercial and Multifamily

Rezone from FD to Character District 4 (CD-4) to allow multi-use residential, multifamily and commercial use.

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, Todd Burek (owner name) on behalf of Mayan at San Marcos River, LLC. (company, if applicable) acknowledge that I/we am/are the rightful owner of the property located at 22711 Fossil Peak San Marcos, TX 78216 (address).

I hereby authorize N/A (agent name) on behalf of N/A (agent company) to file this application for N/A (application type), and, if necessary, to work with the Responsible Official / Department on my behalf throughout the process.

Signature of Owner: _____ Date: _____

Printed Name, Title: _____

Signature of Agent: _____ Date: _____

Printed Name, Title: _____

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.***

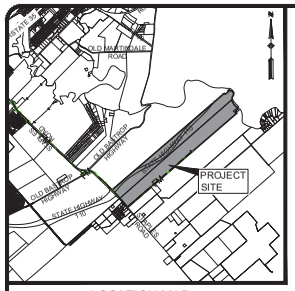
- Personal Notice: if required by code, staff shall mail personal notice in accordance with City Codes and the Texas Local Government Code. ***If, for any reason, more than one notice is required to be mailed it may be at the expense of the applicant. The renotification fee shall be $91 plus a $13 technology 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: Todd Burek Date: 06/29/2020

Print Name: Todd Burek

Form Updated October, 2019



LOCATION MAP
N.T.S.

CURRENT ZONING

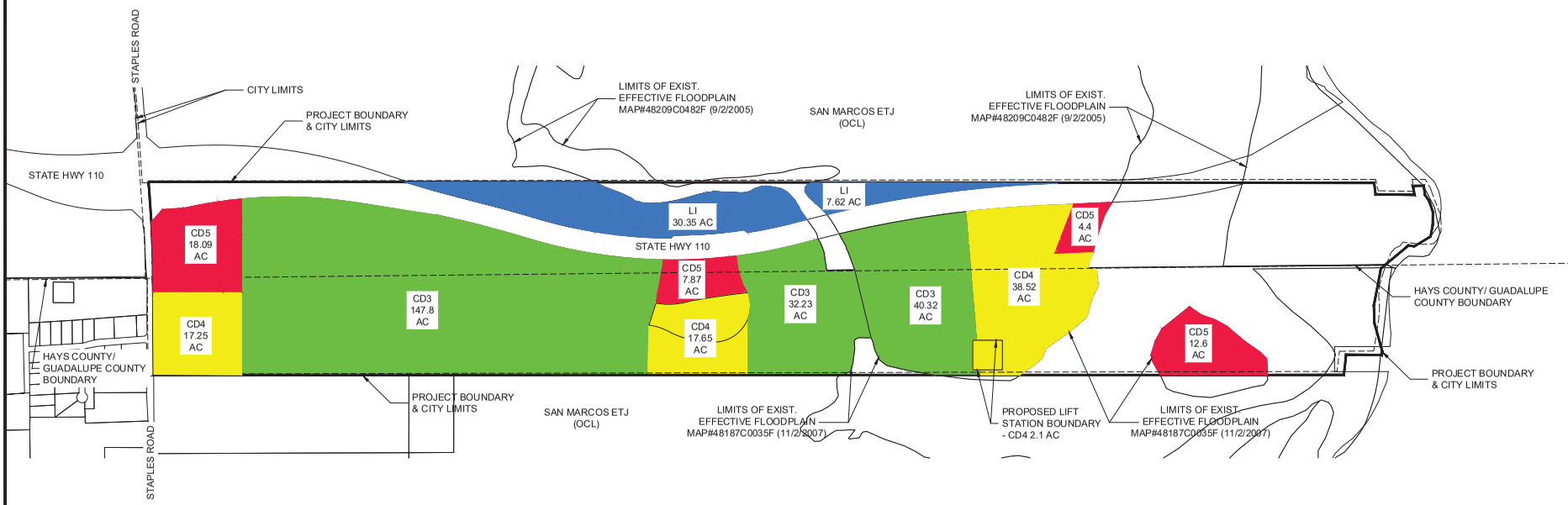
FUTURE DEVELOPMENT (FD)

PROPOSED ZONING

- CHARACTER DISTRICT 3 - RESIDENTIAL (CD3)
- CHARACTER DISTRICT 4 - MULTIFAMILY (CD4)
- CHARACTER DISTRICT 5 - COMMERCIAL (CD5)
- LIGHT INDUSTRIAL (LI)

500 250 0 500 1000

SCALE IN FEET
SCALE: 1"=500'



THE MAYAN
ZONING DEDICATION EXHIBIT

REVISIONS			
NO.	DESCRIPTION	BY	DATE

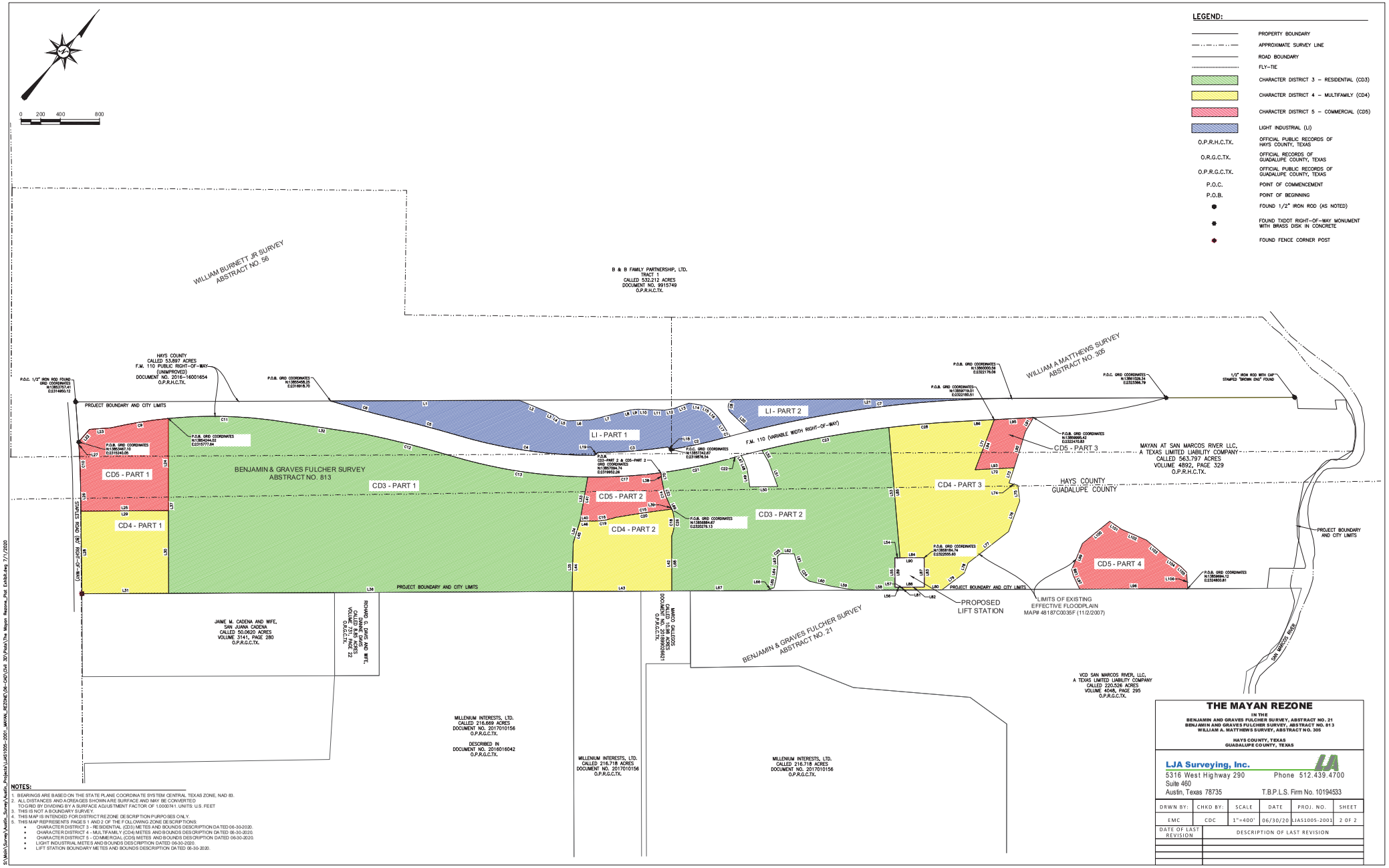
DATE: 04/08/2020
DESIGNED BY:
DRAWN BY: NB
CHECKED BY:
DRAWING NAME: Zoning Exhibit_Revised.dwg

LJA Engineering, Inc.
1100 NE Loop 410
Suite 850
San Antonio, Texas 78209
Phone 210.503.2700
Fax 210.503.2749
TBPE Reg. No. F-1386

JOB NUMBER: SA193-426

SHEET NO. 1
OF 1 SHEETS

I:\SA193 Mayan of San Marcos\SA425 Mayan Subdivision\Civil Site Development Plans\Q96c-Exhibit\Zoning Exhibit_Revised.dwg
User: Nathan Bellah
Last Modified: Jan. 20, 20 - 13:13
Plot Date/Time: Jul. 13, 20 - 10:10:10



NOTES:

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM CENTRAL TEXAS ZONE, NAD 83.
2. ALL DISTANCES AND ACREAGES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.0000741. UNITS: U.S. FEET
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS MAP IS INTENDED FOR DISTRICT REZONE DESCRIPTION PURPOSES ONLY.
5. THIS MAP REPRESENTS PAGES 1 AND 2 OF THE FOLLOWING ZONE DESCRIPTIONS:
   - CHARACTER DISTRICT 3 - RESIDENTIAL (CD3) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - CHARACTER DISTRICT 4 - MULTIFAMILY (CD4) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - CHARACTER DISTRICT 5 - COMMERCIAL (CD5) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - LIGHT INDUSTRIAL METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - LIFT STATION BOUNDARY METES AND BOUNDS DESCRIPTION DATED 06-30-2020.

THE MAYAN REZONE

IN THE
BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 21
BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 813
WILLIAM A. MATTHEWS SURVEY, ABSTRACT NO. 305

HAYS COUNTY, TEXAS
GUADALUPE COUNTY, TEXAS

LJA Surveying, Inc.
5316 West Highway 290
Suite 460
Austin, Texas 78735
Phone 512.439.4700
T.B.P.L.S. Firm No. 10194533

DRWN BY:	CHKD BY:	SCALE	DATE	PROJ. NO.	SHEET
EMC	CDC	1"=400'	06/30/20	LJAS1005-2001	2 OF 2

DATE OF LAST REVISION	DESCRIPTION OF LAST REVISION

S:\Work\Survey\Austin_Survey\Austin_Projects\LJAS1005-2001_MAYAN_REZONE\08-CAD\Civil 3D\Plats\The Mayan Rezone_Plat Exhibit.dwg 7/1/2020

CD3 – PART 1 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L32	N57°54'51"E	870.57'
L33	S30°40'06"E	458.24'
L34	S23°12'13"E	231.61'
L35	S39°20'19"E	496.08'
L36	S49°07'28"W	4114.99'
L37	N40°45'42"W	940.79'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C11	1144.874	4632.000	14°09'42"	N50°50'00"E	1141.96
C12	918.636	10990.000	4°47'21"	N63°37'19"E	918.37
C13	1407.056	5110.000	15°46'36"	N58°07'37"E	1402.62

CD3 – PART 2 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L47	S71°35'49"E	51.89'
L48	S61°21'41"E	97.53'
L49	S48°55'04"E	185.91'
L50	N48°33'29"E	285.39'
L51	N60°57'46"W	260.95'
L52	N70°06'45"W	143.14'
L53	S45°32'31"E	1334.51'
L54	S49°14'18"W	53.37'
L55	S40°45'42"E	300.02'
L56	N49°14'18"E	78.46'
L57	S45°32'31"E	28.55'
L58	S49°07'28"W	485.78'
L59	S58°50'30"W	244.60'
L60	S62°03'42"W	225.66'
L61	N57°53'58"W	130.53'
L62	S50°17'42"W	129.27'
L63	S43°21'28"E	80.86'
L64	S33°11'43"E	149.74'
L65	S27°01'01"E	87.04'
L66	S28°42'09"W	82.91'
L67	S49°07'28"W	965.00'
L68	N40°45'42"W	562.59'
L69	N65°57'47"W	32.38'
L70	N47°59'08"W	77.76'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C21	706.696	5110.000	7°55'26"	N37°53'25"E	706.13
C22	131.124	10990.000	0°41'01"	N34°16'13"E	131.12
C23	1315.483	10990.000	6°51'30"	N39°10'58"E	1314.70
C24	205.267	224.234	52°26'58"	N78°40'09"W	198.17
C25	55.538	49.900	63°46'10"	S10°01'38"W	52.72
C26	278.659	373.627	42°43'57"	N40°13'28"W	272.24
C27	281.618	770.725	20°56'08"	N58°50'07"W	280.05

CD4 – PART 1 LINE TABLE

Line Table		
Line #	Bearing	Length
L28	N41°21'04"W	843.29'
L29	N49°07'28"E	893.28'
L30	S40°45'42"E	843.26'
L31	S49°07'28"W	884.61'

CD4 – PART 2 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L42	S40°45'42"E	562.59'
L43	S49°07'28"W	1016.53'
L44	N39°20'19"W	496.08'
L45	N23°12'13"W	231.61'
L46	N48°11'21"E	97.07'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C18	278.659	373.627	42°43'57"	S40°13'28"E	272.24
C19	268.652	707.273	21°45'48"	N41°34'38"E	267.04
C20	581.181	9855.553	3°22'43"	N41°03'17"E	581.10

CD4 – PART 3 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L71	S19°40'40"E	547.44'
L72	N46°32'15"E	400.03'
L73	S21°47'22"E	163.38'
L74	N64°44'14"E	94.32'
L75	S47°01'56"E	161.57'
L76	S20°30'11"E	331.37'
L77	S11°34'07"W	523.34'
L78	S20°06'04"E	106.23'
L79	S12°14'11"W	286.70'
L80	S49°07'28"W	399.55'
L81	N45°32'31"W	28.55'
L82	N49°14'18"E	221.56'
L83	N40°45'42"W	300.02'
L84	S49°14'18"W	246.65'
L85	N45°32'31"W	1334.51'
L86	N46°24'19"E	350.98'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C28	727.641	10990.000	3°47'37"	N44°30'31"E	727.51

PROPOSED LIFT STATION LINE TABLE

Line Table		
Line #	Bearing	Length
L87	S40°45'42"E	300.02'
L88	S49°14'18"W	221.56'
L89	N40°45'42"W	300.02'
L90	N49°14'18"E	246.65'

LI – PART 1 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L1	N49°10'24"E	1925.25'
L2	N72°05'03"E	299.59'
L3	N74°46'40"E	108.12'
L4	N89°52'45"E	39.44'
L5	N64°09'35"E	90.85'
L6	N46°49'14"E	235.44'
L7	N35°19'08"E	331.75'
L8	N36°08'22"E	90.92'
L9	N43°29'42"E	73.77'
L10	N52°00'06"E	114.50'
L11	N51°18'05"E	158.56'
L12	N38°41'51"E	94.30'
L13	N29°54'36"E	162.95'
L14	N58°37'53"E	158.19'
L15	N78°28'41"E	71.84'
L16	S83°25'51"E	119.32'
L17	S73°02'48"E	223.87'
L18	S85°17'04"W	42.56'
L19	S04°27'07"W	42.56'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	76.169	11210.000	0°23'22"	S34°07'24"W	76.17
C2	542.452	4860.000	6°23'42"	S37°06'24"W	542.17
C3	717.411	4860.000	8°27'28"	S44°52'05"W	716.76
C4	1413.728	4890.000	16°33'52"	S57°44'03"W	1408.81
C5	628.562	11210.000	3°12'46"	S64°24'36"W	628.48
C6	717.466	11052.000	3°43'10"	S64°39'49"W	717.34

LI – PART 2 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L20	N86°54'48"W	263.84'
L21	N49°10'24"E	2834.23'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C7	2697.865	11210.009	13°47'21"	S42°16'42"W	2691.36
C8	178.014	79.177	128°49'06"	N29°37'51"W	142.82

CD5 – PART 1 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L22	N00°07'28"E	169.59'
L23	N45°11'07"E	222.18'
L24	S40°45'42"E	940.79'
L25	S49°07'28"W	893.28'
L26	N41°21'04"W	300.48'
L27	N44°51'11"W	52.82'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C9	589.764	4632.000	7°17'42"	N40°06'18"E	589.37
C10	352.303	5767.278	3°30'00"	N43°06'04"W	352.25

CD5 – PART 2 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L38	S47°59'08"E	77.76'
L39	S65°57'47"E	32.38'
L40	S48°11'21"W	97.07'
L41	N30°40'06"W	458.24'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C14	281.618	770.725	20°56'08"	S58°50'07"E	280.05
C15	581.181	9855.553	3°22'43"	S41°03'17"W	581.10
C16	268.652	707.273	21°45'48"	S41°34'38"W	267.04
C17	747.962	5110.000	8°23'11"	N46°02'44"E	747.29

CD5 – PART 3 LINE TABLE

Line Table		
Line #	Bearing	Length
L91	S10°39'10"E	165.19'
L92	S23°27'29"E	386.34'
L93	S46°32'15"W	400.03'
L94	N19°40'40"W	547.44'
L95	N46°24'19"E	400.92'

CD5 – PART 4 LINE TABLE

Line Table		
Line #	Bearing	Length
L96	S49°07'28"W	1101.24'
L97	N65°57'58"W	152.79'
L98	N55°05'34"W	63.62'
L99	N18°22'18"W	287.89'
L100	N10°10'40"E	358.74'
L101	N83°26'00"E	146.21'
L102	N72°54'07"E	276.22'
L103	N89°16'20"E	248.87'
L104	N83°43'18"E	191.63'
L105	S85°51'24"E	87.58'
L106	S43°58'55"E	166.76'

NOTES:

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM CENTRAL TEXAS ZONE, NAD 83.
2. ALL DISTANCES AND ACREAGES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.0000741. UNITS: U.S. FEET
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS MAP IS INTENDED FOR DISTRICT REZONE DESCRIPTION PURPOSES ONLY.
5. THIS MAP REPRESENTS PAGES 1 AND 2 OF THE FOLLOWING ZONE DESCRIPTIONS:
   - CHARACTER DISTRICT 3 - RESIDENTIAL (CD3) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - CHARACTER DISTRICT 4 - MULTIFAMILY (CD4) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - CHARACTER DISTRICT 5 - COMMERCIAL (CD5) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - LIGHT INDUSTRIAL METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - LIFT STATION BOUNDARY METES AND BOUNDS DESCRIPTION DATED 06-30-2020.

GORDON N. ANDERSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6617

THE MAYAN REZONE

IN THE
BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 21
BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 813
WILLIAM A. MATTHEWS SURVEY, ABSTRACT NO. 305

HAYS COUNTY, TEXAS
GUADALUPE COUNTY, TEXAS

LJA Surveying, Inc.
5316 West Highway 290
Suite 460
Austin, Texas 78735
Phone 512.439.4700
T.B.P.L.S. Firm No. 10194533

DRWN BY:	CHKD BY:	SCALE	DATE	PROJ. NO.	SHEET
EMC	CDC	1"=400'	06/30/20	LJAS1005-2001	2 OF 2

DATE OF LAST REVISION	DESCRIPTION OF LAST REVISION

S:\Matt\Survey\Austin_Survey\Austin_Projects\LJAS1005-2001_MAYAN_REZONE\08-CAD\Civil 3D\Plats\The Mayan Rezone_Plat Exhibit.dwg 7/1/2020

CD4: PART 1 – 17.209 ACRES (749,624 SQUARE FEET)

BEING A 17.209 ACRE TRACT OF LAND OUT OF THE BENJAMIN & GRAVES FULCHER SURVEY, ABSTRACT NO. 21, SITUATED IN GUADALUPE COUNTY, TEXAS, AND BEING OUT OF A CALLED 563.797 ACRE TRACT OF LAND CONVEYED IN DEED TO THE MAYAN AT SAN MARCOS RIVER, LLC, A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN VOLUME 4892, PAGE 329, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.); SAID 17.209 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FENCE CORNER POST FOUND ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STAPLES ROAD (80' WIDE RIGHT-OF-WAY), FOR THE SOUTH CORNER OF SAID 563.797 ACRE TRACT AND THE WEST CORNER OF A CALLED 50.0620 ACRE TRACT CONVEYED IN A DEED TO JAIME M. CADENA AND WIFE, SAN JUANA CADENA, RECORDED IN VOLUME 3141, PAGE 280, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS, WITH GRID COORDINATES OF N:13852313.95, E: 2316273.57;

THENCE NORTH 41 DEGREES 21 MINUTES 04 SECONDS WEST, WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STAPLES ROAD AND THE SOUTHWESTERLY LINE OF SAID 563.797 ACRE TRACT, A DISTANCE OF 843.29 FEET TO A POINT, FROM WHICH A TXDOT TYPE I CONCRETE MONUMENT FOUND ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STAPLES ROAD BEARS NORTH 41 DEGREES 21 MINUTES 04 SECONDS WEST, A DISTANCE OF 137.78 FEET;

THENCE DEPARTING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STAPLES ROAD, OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) NORTH 49 DEGREES 07 MINUTES 28 SECONDS EAST, A DISTANCE OF 893.28 FEET TO A POINT, AND
2) S 40 DEGREES 45 MINUTES 42 SECONDS EAST, A DISTANCE OF 843.26 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID 563.797 ACRE TRACT AND THE NORTHWESTERLY LINE OF SAID 50.0620 ACRE TRACT;

THENCE SOUTH 49 DEGREES 07 MINUTES 28 SECONDS WEST, WITH THE SOUTHEASTERLY LINE OF SAID 563.797 ACRE TRACT AND THE NORTHWESTERLY LINE OF SAID 50.0620 ACRE TRACT, A DISTANCE OF 884.61 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 17.209 ACRES OF LAND, MORE OR LESS.

CD4: PART 2 - 17.648 ACRES (768,747 SQUARE FEET)

BEING A 17.648 ACRE TRACT OF LAND OUT OF THE BENJAMIN & GRAVES FULCHER SURVEY, ABSTRACT NO. 21, SITUATED IN GUADALUPE COUNTY, TEXAS, AND BEING OUT OF A CALLED 563.797 ACRE TRACT OF LAND CONVEYED IN DEED TO THE MAYAN AT SAN MARCOS RIVER, LLC, A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN VOLUME 4892, PAGE 329, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.); SAID 17.648 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A TXDOT RIGHT-OF-WAY MONUMENT WITH BRASS DISK IN CONCRETE FOUND ON THE NORTH RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 110 (F.M. 110) (PUBLIC RIGHT-OF-WAY) (UNIMPROVED) BEING A CALLED 53.897 ACRE TRACT CONVEYED IN DEED TO HAYS COUNTY, RECORDED IN DOCUMENT NO. 2016-16001654, WITH GRID COORDINATES OF N:13857342.34, E: 2319876.13;

THENCE SOUTH 41 DEGREES 21 MINUTES 30 SECONDS EAST, A DISTANCE OF 609.92 FEET TO THE **POINT OF BEGINNING** AT THE BEGINNING OF A CURVE TO THE RIGHT, WITH GRID COORDINATES OF N: 13856884.57, E: 2320279.12

THENCE OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 278.66 FEET, A RADIUS OF 373.63 FEET, A DELTA ANGLE OF 42 DEGREES 43 MINUTES 57 SECONDS, AND A CHORD THAT BEARS SOUTH 40 DEGREES 13 MINUTES 28 SECONDS EAST, A DISTANCE OF 272.24 FEET TO A POINT, AND
2) SOUTH 40 DEGREES 45 MINUTES 42 SECONDS EAST, A DISTANCE OF 562.59 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID 563.797 ACRE TRACT;

THENCE SOUTH 49 DEGREES 07 MINUTES 28 SECONDS WEST, WITH THE SOUTHEAST LINE OF SAID 563.797 ACRE TRACT, A DISTANCE OF 1,016.53 FEET TO A POINT, FROM WHICH A FENCE CORNER POST FOUND FOR THE SOUTH CORNER OF SAID 563.797 ACRE TRACT BEARS SOUTH 49 DEGREES 07 MINUTES 28 SECONDS WEST, A DISTANCE OF 4,999.60 FEET;

THENCE OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) NORTH 39 DEGREES 20 MINUTES 19 SECONDS WEST, A DISTANCE OF 496.08 FEET TO A POINT,
2) NORTH 23 DEGREES 12 MINUTES 13 SECONDS WEST, A DISTANCE OF 231.61 FEET TO A POINT,
3) NORTH 48 DEGREES 11 MINUTES 21 SECONDS EAST, A DISTANCE OF 97.07 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT,

4) WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 268.65 FEET, A RADIUS OF 707.27 FEET, A DELTA ANGLE OF 21 DEGREES 45 MINUTES 48 SECONDS, AND A CHORD THAT BEARS NORTH 41 DEGREES 34 MINUTES 38 SECONDS EAST, A DISTANCE 267.04 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT, AND
5) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 581.18 FEET, A RADIUS OF 9,855.55 FEET, A DELTA ANGLE OF 03 DEGREES 22 MINUTES 43 SECONDS, AND A CHORD THAT BEARS NORTH 41 DEGREES 03 MINUTES 17 SECONDS EAST, A DISTANCE OF 581.10 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 17.648 ACRES OF LAND, MORE OR LESS.

CD4-PART 3 - 36.930 ACRES (1,608,671 SQUARE FEET)

BEING A 36.930 ACRE TRACT OF LAND OUT OF THE BENJAMIN & GRAVES FULCHER SURVEY, ABSTRACT NO. 21, SITUATED IN GUADALUPE COUNTY, TEXAS, THE BENJAMIN & GRAVES FULCHER SURVEY, ABSTRACT NO. 813, AND THE WILLIAM A. MATTHEWS SURVEY, ABSTRACT NO. 305, SITUATED IN HAYS COUNTY, TEXAS, AND BEING OUT OF A CALLED 563.797 ACRE TRACT OF LAND CONVEYED IN DEED TO THE MAYAN AT SAN MARCOS RIVER, LLC, A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN VOLUME 4892, PAGE 329, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.); SAID 36.930 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A TXDOT RIGHT-OF-WAY MONUMENT WITH BRASS DISK IN CONCRETE FOUND ON THE NORTH RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 110 (F.M. 110) (PUBLIC RIGHT-OF-WAY) (UNIMPROVED) BEING A CALLED 53.897 ACRE TRACT CONVEYED IN DEED TO HAYS COUNTY, RECORDED IN DOCUMENT NO. 2016-16001654, WITH GRID COORDINATES OF N:13861029.34, E: 2323366.79;

THENCE SOUTH 42 DEGREES 09 MINUTES 30 SECONDS EAST, A DISTANCE OF 1,767.63 FEET TO THE **POINT OF BEGINNING** ON THE SOUTH RIGHT-OF-WAY LINE OF SAID F.M. 110, WITH GRID COORDINATES OF N: 13859719.01, E: 2322180.51;

THENCE OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING NINE (9) COURSES AND DISTANCES:

1) SOUTH 19 DEGREES 40 MINUTES 40 SECONDS EAST, A DISTANCE OF 547.44 FEET TO A POINT,
2) NORTH 46 DEGREES 32 MINUTES 15 SECONDS EAST, A DISTANCE OF 400.03 FEET TO A POINT,
3) SOUTH 21 DEGREES 47 MINUTES 22 SECONDS EAST, A DISTANCE OF 163.38 FEET TO A POINT,
4) NORTH 64 DEGREES 44 MINUTES 14 SECONDS EAST, A DISTANCE OF 94.32 FEET TO A POINT,
5) SOUTH 47 DEGREES 01 MINUTES 56 SECONDS EAST, A DISTANCE OF 161.57 FEET TO A POINT,
6) SOUTH 20 DEGREES 30 MINUTES 11 SECONDS EAST, A DISTANCE OF 331.37 FEET TO A POINT,

7) SOUTH 11 DEGREES 34 MINUTES 07 SECONDS WEST, A DISTANCE OF 523.34 FEET TO A POINT,
8) SOUTH 20 DEGREES 06 MINUTES 04 SECONDS EAST, A DISTANCE OF 106.23 FEET TO A POINT, AND
9) SOUTH 12 DEGREES 14 MINUTES 11 SECONDS WEST, A DISTANCE OF 286.70 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID 563.797 ACRE TRACT, FROM WHICH A FENCE CORNER POST FOUND FOR THE SOUTH CORNER OF SAID 563.797 ACRE TRACT BEARS SOUTH 49 DEGREES 07 MINUTES 28 SECONDS WEST, A DISTANCE OF 8,772.36 FEET;

THENCE SOUTH 49 DEGREES 07 MINUTES 28 SECONDS WEST, WITH THE SOUTHEAST LINE OF SAID 563.797 ACRE TRACT, A DISTANCE OF 399.55 FEET TO A POINT;

THENCE OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) NORTH 45 DEGREES 32 MINUTES 31 SECONDS WEST, A DISTANCE OF 28.55 FEET TO A POINT,
2) NORTH 49 DEGREES 14 MINUTES 18 SECONDS EAST, A DISTANCE OF 221.56 FEET TO A POINT,
3) NORTH 40 DEGREES 45 MINUTES 42 SECONDS WEST, A DISTANCE OF 300.02 FEET TO A POIN
4) SOUTH 49 DEGREES 14 MINUTES 18 SECONDS WEST, A DISTANCE OF 246.65 FEET TO A POINT, AND
5) NORTH 45 DEGREES 32 MINUTES 31 SECONDS WEST, A DISTANCE OF 1334.51 FEET TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 110, AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 110 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 727.64 FEET, A RADIUS OF 10,990.00 FEET, A DELTA ANGLE OF 03 DEGREES 47 MINUTES 37 SECONDS, AND A CHORD THAT BEARS NORTH 44 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 727.51 FEET, AND

2) NORTH 46 DEGREES 24 MINUTES 19 SECONDS EAST, A DISTANCE OF 350.98 FEET TO THE **POINT OF BEGINNING**, CONTAINING 36.930 ACRES OF LAND, MORE OR LESS.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, South Central Zone, NAD83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.0000741. Units: U.S. Survey Feet.

I hereby certify that this legal description and the accompanying plat of even date represents the facts found during the course of an actual survey made on the ground under my supervision.

06/30/2020

Gordon Anderson, RPLS No. 6617
LJA Surveying, Inc.
5316 Highway 290 West, Suite 460
Austin, Texas 78735
Texas Firm No. 10194533

LIFT STATION – 2.066 ACRES (90,012 SQUARE FEET)

BEING A 2.066 ACRE TRACT OF LAND OUT OF THE BENJAMIN & GRAVES FULCHER SURVEY, ABSTRACT NO. 21, SITUATED IN GUADALUPE COUNTY, TEXAS AND BEING OUT OF A CALLED 563.797 ACRE TRACT OF LAND CONVEYED IN DEED TO THE MAYAN AT SAN MARCOS RIVER, LLC, A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN VOLUME 4892, PAGE 329, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.); SAID 2.066 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A TXDOT RIGHT-OF-WAY MONUMENT WITH BRASS DISK IN CONCRETE FOUND ON THE NORTHWEST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 110 (F.M. 110) (PUBLIC RIGHT-OF-WAY) (UNIMPROVED) BEING A CALLED 53.897 ACRE TRACT CONVEYED IN DEED TO HAYS COUNTY, RECORDED IN DOCUMENT NO. 201616001654, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), ON THE NORTH LINE OF SAID 563.797 ACRE TRACT, SAME BEING THE SOUTH LINE OF A CALLED 532.212 ACRE TRACT DESCRIBED AS TRACT 1, CONVEYED IN DEED TO B & B FAMILY PARTNERSHIP, LTD., RECORDED IN DOCUMENT NO. 9915746, O.P.R.H.C.TX. WITH GRID COORDINATES OF N:13861029.34, E: 2323366.79, FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED “BROWN ENG” FOUND BEARS NORTH 49 DEGREES 10 MINUTES 04 SECONDS EAST A DISTANCE OF 1,310.37 FEET,

THENCE SOUTH 15 DEGREES 55 MINUTES 06 SECONDS WEST, A DISTANCE OF 2,958.15 FEET TO THE **POINT OF BEGINNING,** WITH GRID COORDINATES OF N: 13858184.74, E: 2322555.60;

THENCE OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1) SOUTH 40 DEGREES 45 MINUTES 42 SECONDS EAST, A DISTANCE OF 300.02 FEET TO A POINT,
2) SOUTH 49 DEGREES 14 MINUTES 18 SECONDS WEST, A DISTANCE OF 300.02 FEET TO A POINT, FROM WHICH A TXDOT RIGHT-OF-WAY MONUMENT WITH BRASS DISK IN CONCRETE FOUND ON THE NORTHWEST RIGHT-OF-WAY LINE OF SAID F.M. 110 BEARS SOUTH 81 DEGREES 00 MINUTES 29 SECONDS WEST, A DISTANCE OF 2,680.85 FEET,
3) NORTH 40 DEGREES 45 MINUTES 42 SECONDS WEST, A DISTANCE OF 300.02 FEET TO A POINT, AND

(INTENTIONALLY LEFT BLANK)

4) NORTH 49 DEGREES 14 MINUTES 18 SECONDS EAST, A DISTANCE OF 300.02 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 2.066 ACRES OF LAND, MORE OR LESS.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, South Central Zone, NAD83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.0000741. Units: U.S. Survey Feet.

I hereby certify that this legal description and the accompanying plat of even date represents the facts found during the course of an actual survey made on the ground under my supervision.

Gordon Anderson, RPLS No. 6617
LJA Surveying, Inc.
5316 Highway 290 West, Suite 460
Austin, Texas 78735
Texas Firm No. 10194533

Legislation Text

File #: Ord. 2020-66, **Version:** 1

AGENDA CAPTION:

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

Meeting date: September 1, 2020

Department: Planning & 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 - Direct Growth, Compatible with Surrounding Uses

☐ Neighborhoods & Housing - Choose an item.

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

☒ Transportation - Safe, Well coordinated transportation system implemented in an environmentally sensitive

powered by Legistar™

manner

☐ 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 within City limits and was annexed in 2008. The property is currently vacant and is surrounded almost exclusively by vacant, rural/agricultural land as well as the San Marcos River along the northernmost extent of the subject tract and some existing residential and commercial uses in the Redwood community along the southernmost extent of the subject tract. In addition, FM 110 is proposed to be located adjacent to the subject property and right-of-way has already been dedicated in order to provide for the future construction of FM 110.

The purpose of this zoning change to “Character District-3” is to allow for the development of approximately 220 acres of single-family residential uses along the future FM 110 corridor.

The applicant is also requesting a rezoning to LI, CD-4, and CD-5 for approximately 160 additional acres in the vicinity of the future FM 110 corridor between Staples Road and the San Marcos River. These requests are being considered as separate zoning requests (ZC-20-17, ZC-20-18 and ZC-20-19).

The City of San Marcos will provide wastewater services at the site and as the property is within the Crystal Clear CCN, Crystal Clear Special Utility District will provide water service. 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.

Council Committee, Board/Commission Action:

Planning and Zoning Commission Meeting: August 11, 2020

Speakers in favor or opposed:

1. David Earl (in favor)
2. Tory Hurt (in favor)

Recommendation from the Planning and Zoning Commission:

Recommended for **approval** 9-0

Alternatives:

n/a

Recommendation:

Although the proposed zoning change to Character District-3 is to be “Considered” in Low Intensity areas and is compatible with the single-family residential uses envisioned in the Comprehensive Plan for Low Intensity areas, the area immediately adjacent to the future FM 110 thoroughfare is not appropriate for single family lot development. The proposed single-family zoning does not align with the goals and intent for the FM 110 “Employment Corridor” stated in the Comprehensive Plan and block and access standards as well as privacy fence standards in the Development Code discourages this type of development along major thoroughfares such as FM 110.

Due to the varying factors regarding current and future land configurations around the subject property, staff is providing a **neutral** recommendation and leaves a decision of approval, denial, or a recommendation of a lesser zoning district up to the City Council.

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ZC-20-20 (The Mayan CD-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 220.023 acres, more or less, out of the William Burnett Jr. Survey, Abstract No. 56 and the Benjamin & Graves Fulcher Survey, Abstract No. 813, Hays County, Texas, and the Benjamin & Graves Fulcher Survey, Abstract No. 21, Guadalupe County, Texas, generally located at 2801 Staples, from "FD" Future Development District to "CD-3" Character District-3; and including procedural provisions; and consider approval of Ordinance 2020-XX on the first of two readings.

SAN MARCOS

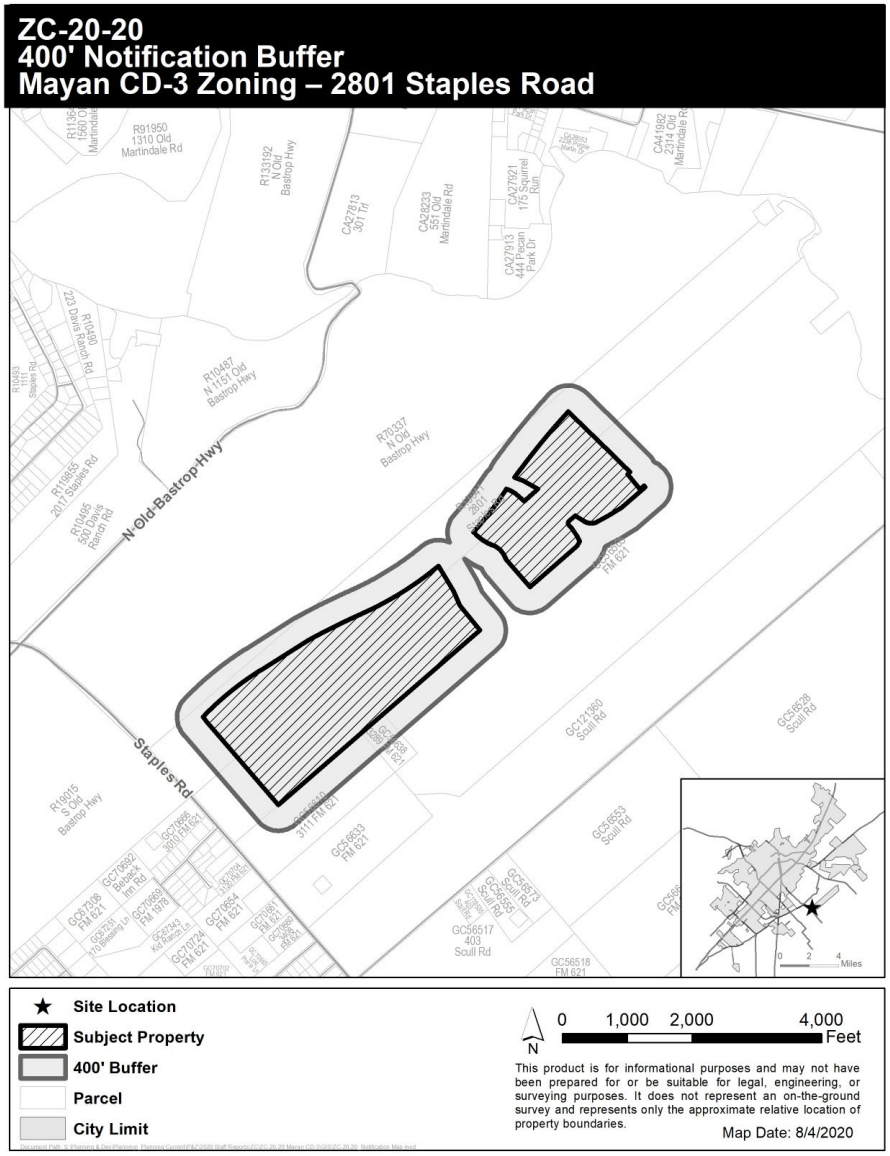
Location:

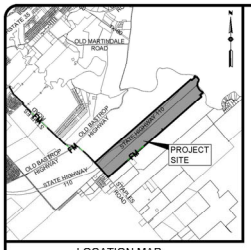
- Approximately 220 acres
  - Part of an ~380 acre development with proposed CD-4, CD-5, and LI zoning

- **Current Configuration:**
  - Vacant / Agricultural land
  - Future FM 110 Road

- Surrounding uses include:
  - Agricultural / Rural

- Located within City Limits





LOCATION MAP
N.T.S.

CURRENT ZONING

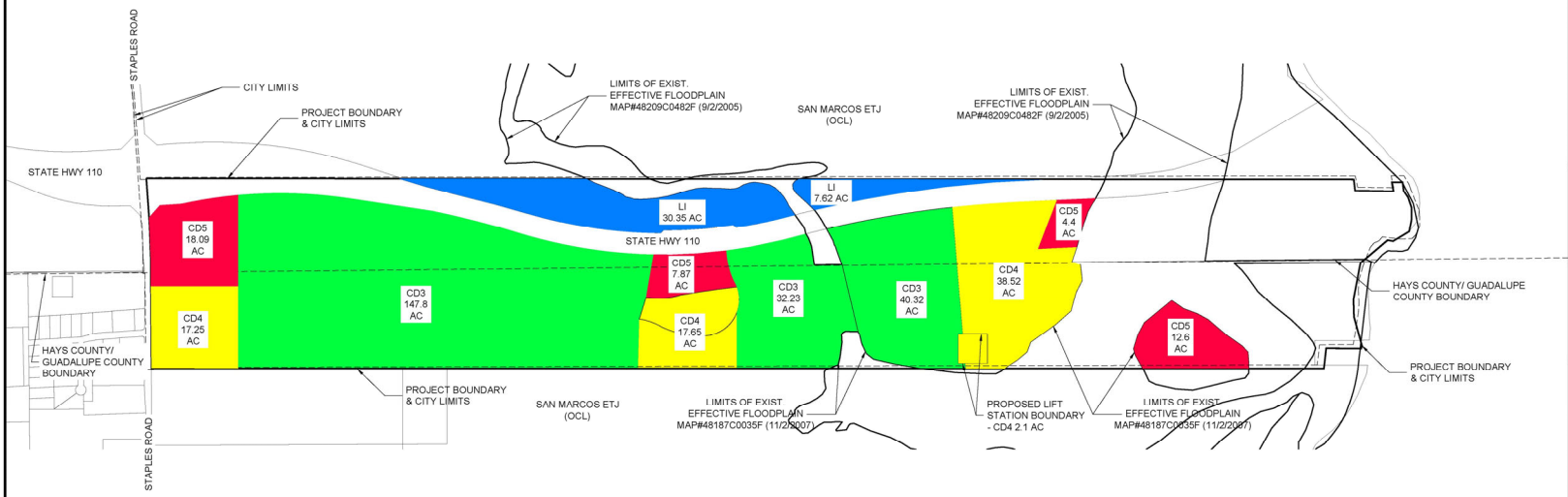
FUTURE DEVELOPMENT (FD)

PROPOSED ZONING

- CHARACTER DISTRICT 3 - RESIDENTIAL (CD3)
- CHARACTER DISTRICT 4 - MULTIFAMILY (CD4)
- CHARACTER DISTRICT 5 - COMMERCIAL (CD5)
- LIGHT INDUSTRIAL (LI)

500 250 0 500 1000

SCALE IN FEET
SCALE: 1"=500'



THE MAYAN
ZONING DEDICATION EXHIBIT

REVISIONS

NO.	DESCRIPTION	BY	DATE

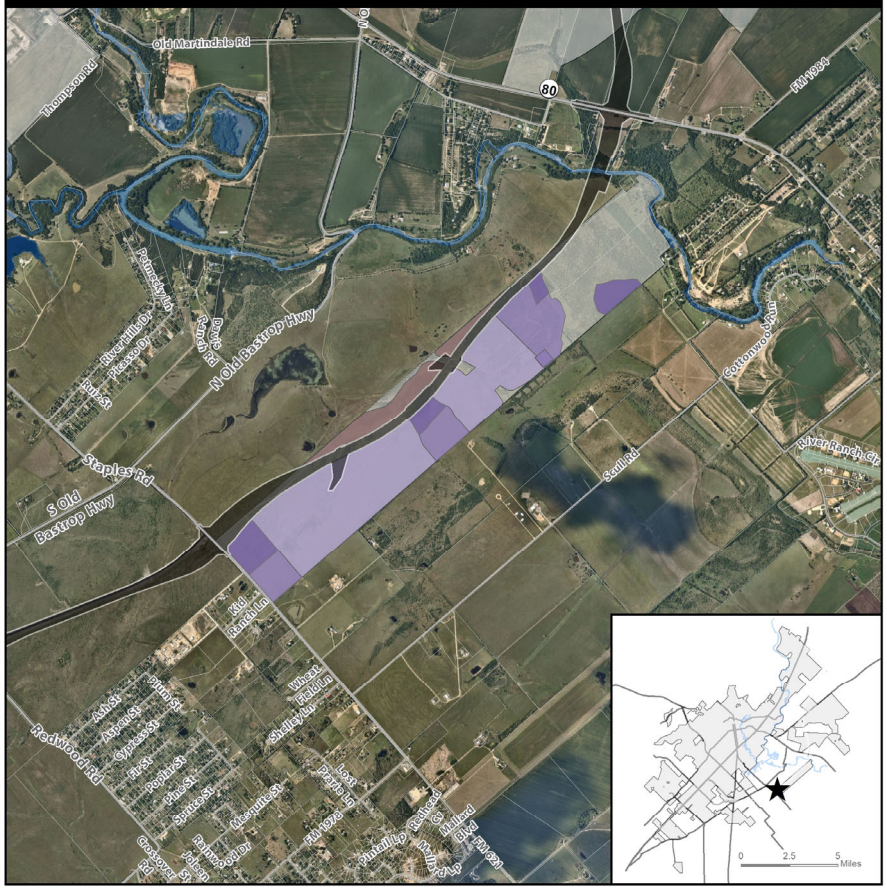
DATE: 04/05/2023
DESIGNED BY: MB
DRAWN BY:
CHECKED BY:
DRAWING NAME: Zoning Exhibit_Revised.dwg

LJA Engineering, Inc.
1100 NE Loop 410
Suite 400
San Antonio, Texas 78209
Phone 210.503.2700
Fax 210.503.2709
TBPE No. F-1386

JOB NUMBER: 0A193-426

SHEET NO. 1
OF 1 SHEETS

ZC-20-17, ZC-20-18, ZC-20-19, ZC-20-20
The Mayan-Requested Zoning



★ Site Location
Parcel
City Limit
FM 110
River

Requested Zoning
CD-3
CD-4
CD-5
LI

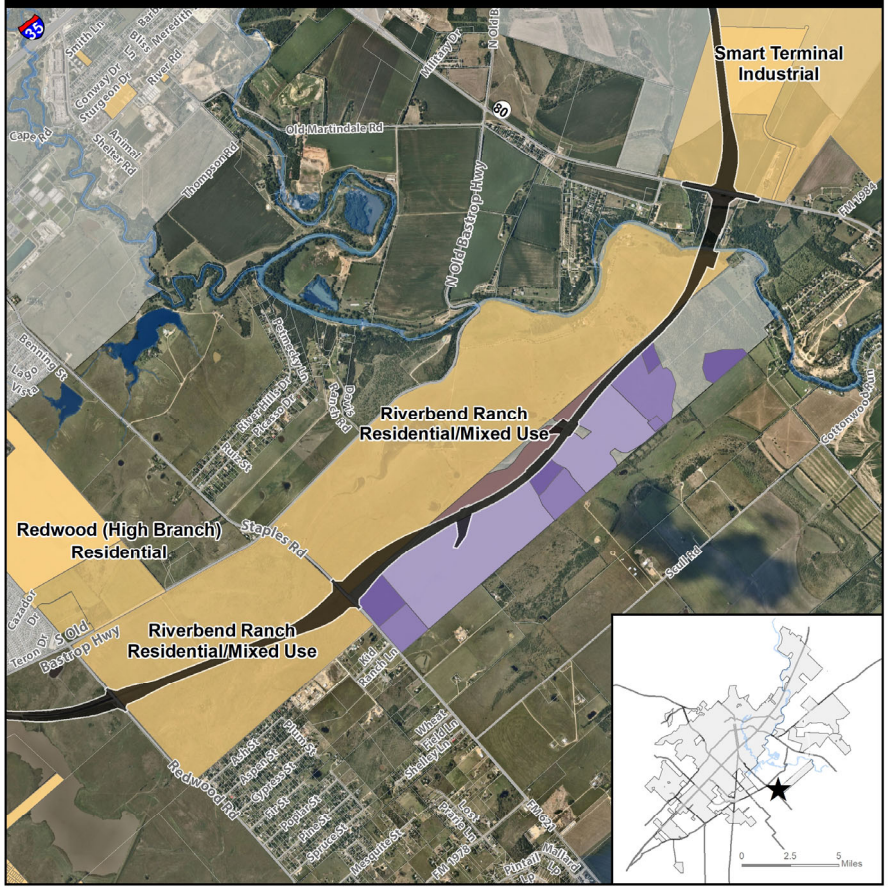
N
0 1,500 3,000 6,000 Feet

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: 8/10/2020

Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-17 Mayan LI\GIS\ZC-20-17_20 Overall Zoning Map.mxd

ZC-20-17, ZC-20-18, ZC-20-19, ZC-20-20
The Mayan-Surrounding Developments



Requested Zoning
CD-3
CD-4
CD-5
LI

Surrounding Developments
Parcel
City Limit
FM 110
River

N
0 1,600 3,200 6,400 Feet

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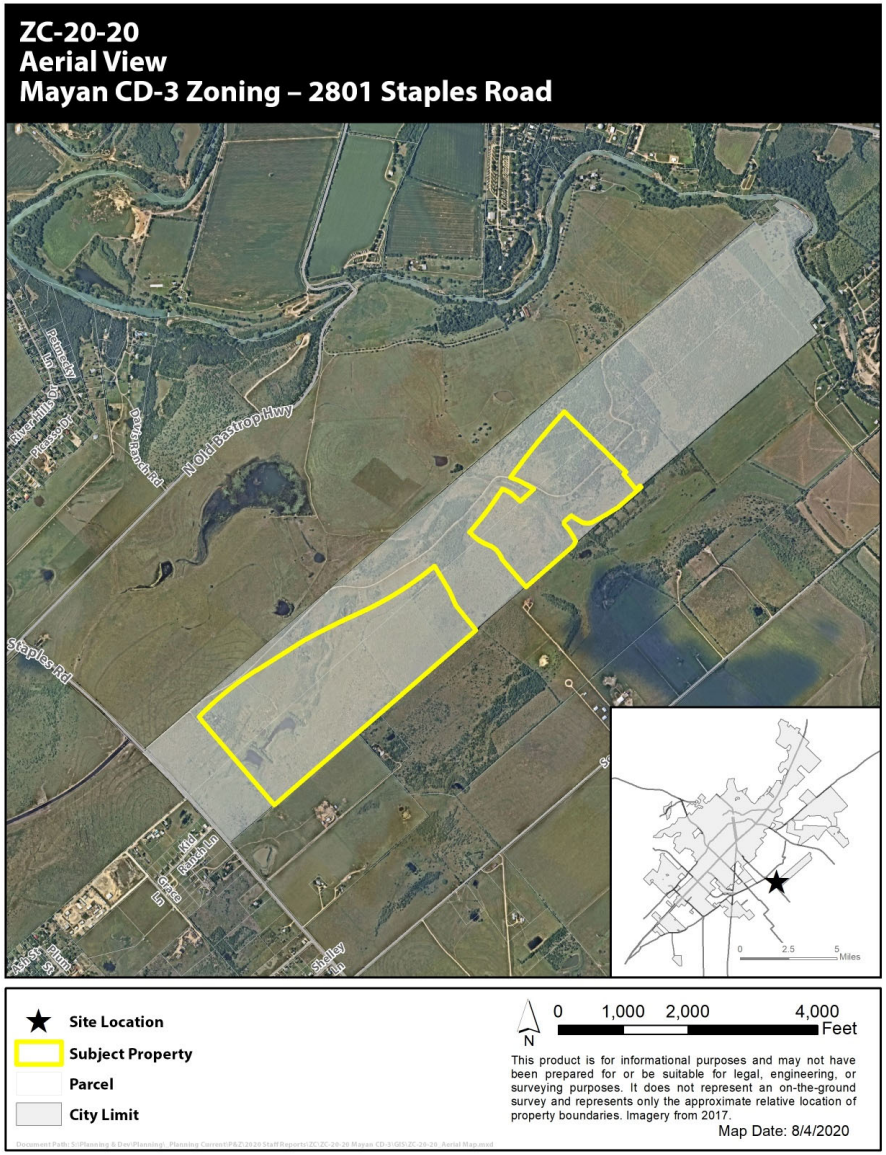
Map Date: 8/10/2020

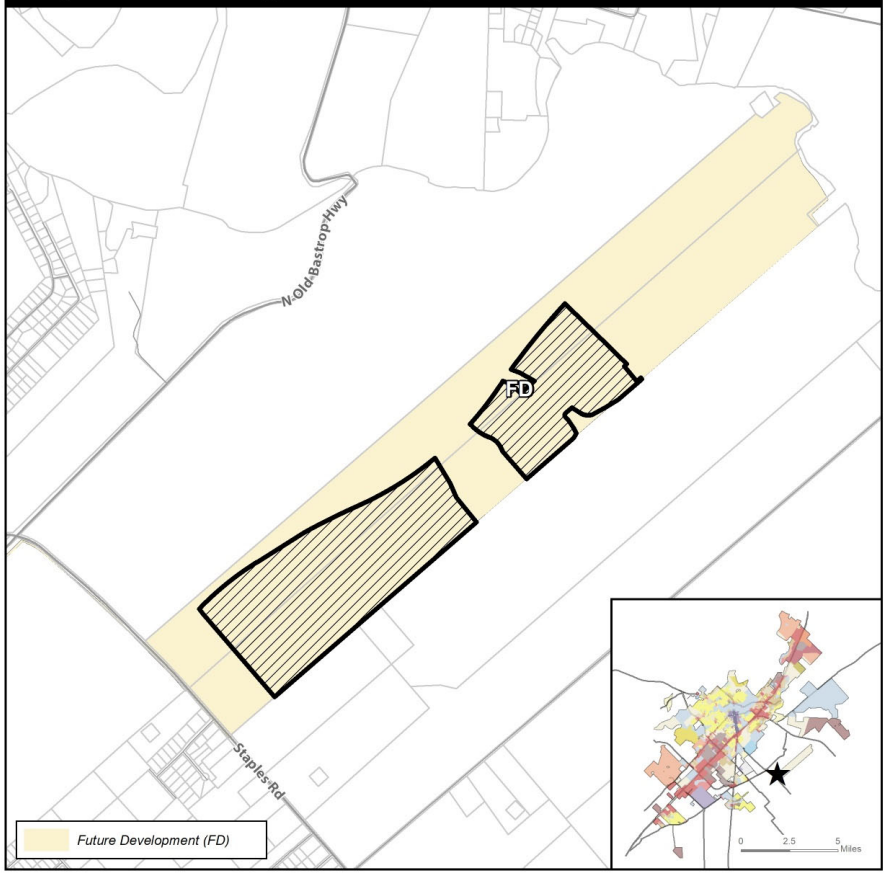
Document Path: S:\Planning & Dev\Planning_Planning Current\P&Z\2020 Staff Reports\ZC\ZC-20-17 Mayan LI\GIS\The Mayan-Surrounding Development.mxd

Context & History

- **Annexed in 2008**
- **Existing Zoning:** Future Development (FD)
- **Proposed Zoning:** Character District-3 (CD-3)
- Proposed CD-3 zoning allows primarily for one and two family residential uses. and some limited commercial uses. Commercial uses are largely prohibited in this district.
- Request is being processed concurrently with CD-4, CD-5, and LI requests



ZC-20-20
Existing Zoning
Mayan CD-3 Zoning – 2801 Staples Road



★ Site Location
Subject Property
Parcels
City Limit

N 0 1,000 2,000 4,000 Feet

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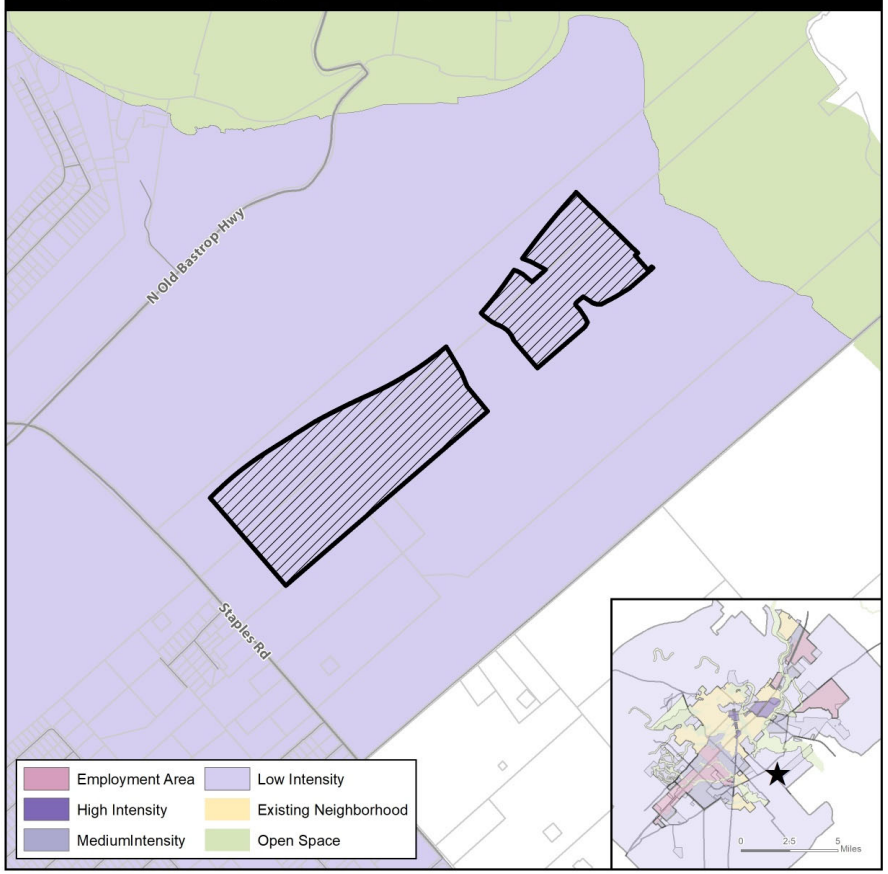
Map Date: 8/4/2020

ZC-20-20
Preferred Scenario
Mayan CD-3 Zoning – 2801 Staples Road

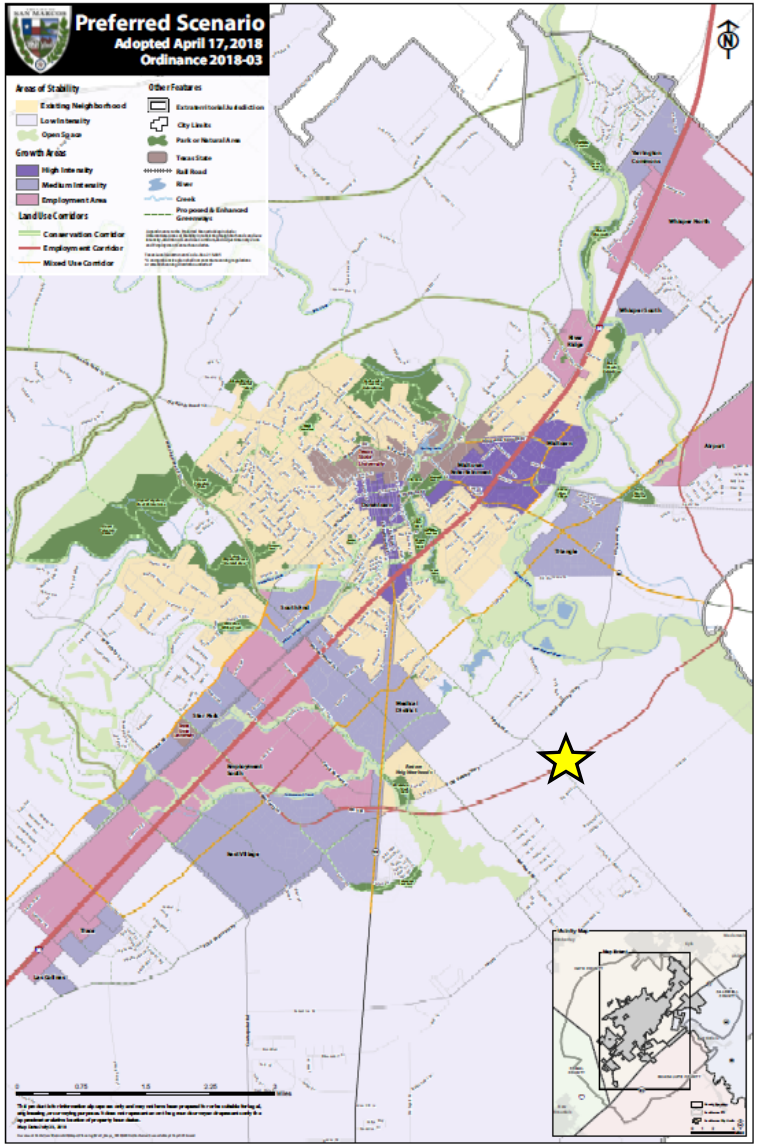


★ Site Location
Subject Property
Parcels
City Limit

N 0 1,000 2,000 4,000 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: 8/4/2020

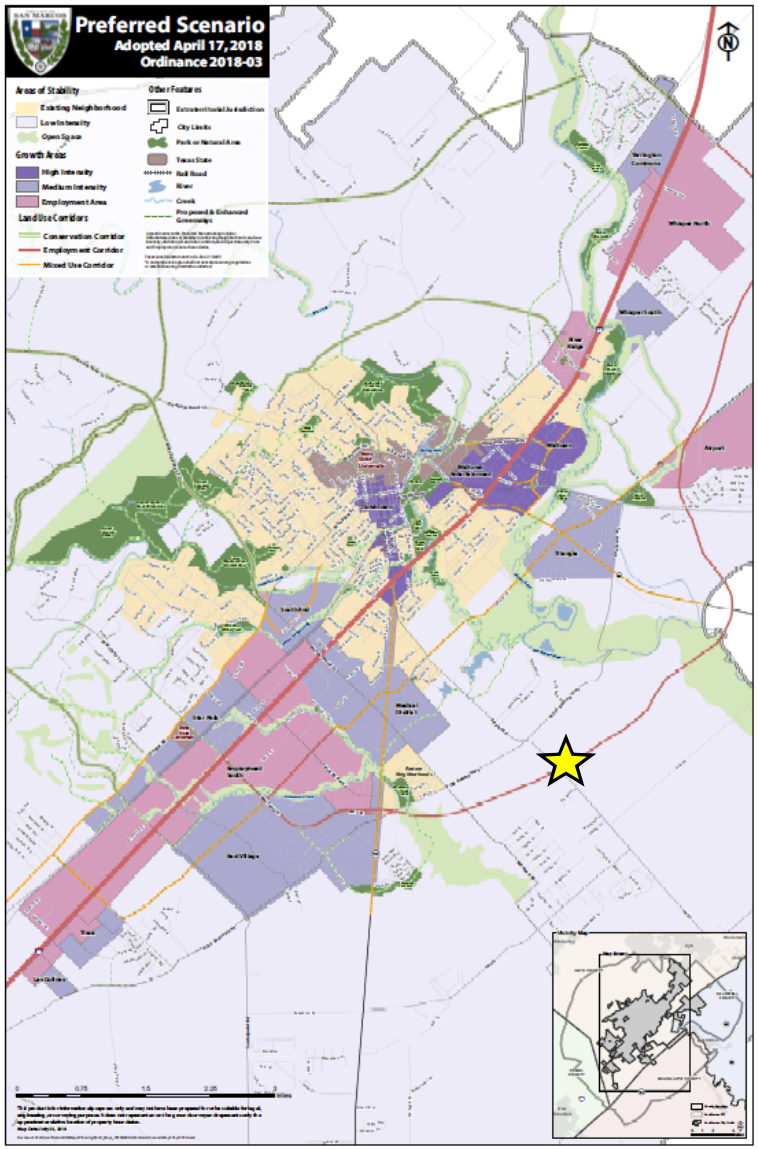


Comprehensive Plan Analysis

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)

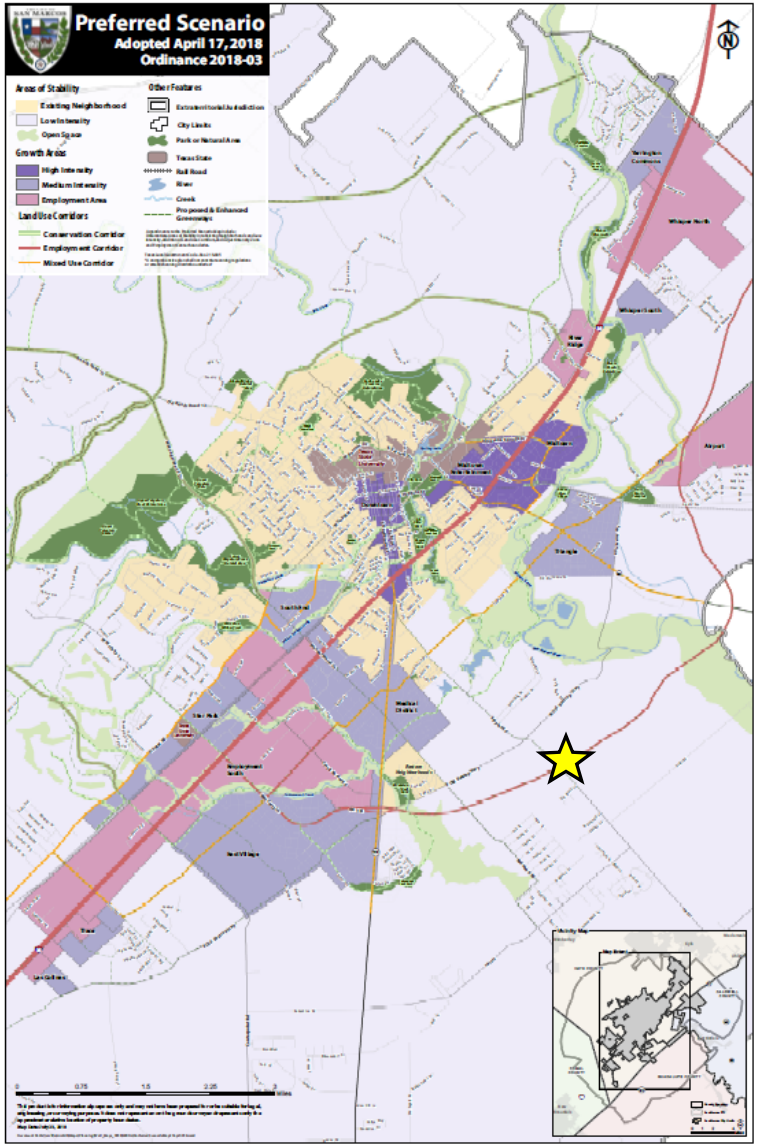


Comprehensive Plan Analysis

Step 1: Where is the property located on the Comprehensive Plan?

Located in an Area of Stability – Low Intensity

"Low Intensity Areas are varied and diverse with respect to environmental sensitivity and development suitability of the land. They are generally made up of larger undeveloped tracts of land where the preservation of sensitive environmental areas, flood hazard areas, and agricultural lands should be considered as part of any development proposal. Development in these areas should be guided by the Land Use Suitability Map and the Comprehensive Plan."
(San Marcos Development Code, pg. 144)



Comprehensive Plan Analysis

Step 1: Where is the property located on the Comprehensive Plan?

Located Along Employment Corridor

"Employment corridors are primarily intended to serve major employment related land uses. Some mixture in uses including limited residential and supportive pedestrian and bicycle facilities should be incorporated."
(Comprehensive Plan, pg. 79)

Comprehensive Plan Analysis

Step 2: Is the request consistent with the Comprehensive Plan / District Translation Table?

Applicant is requesting a "Character District"

(Character District-3 zoning) within an Area of Stability – Low Intensity.

TABLE 4.1 COMPREHENSIVE PLAN / DISTRICT TRANSLATION

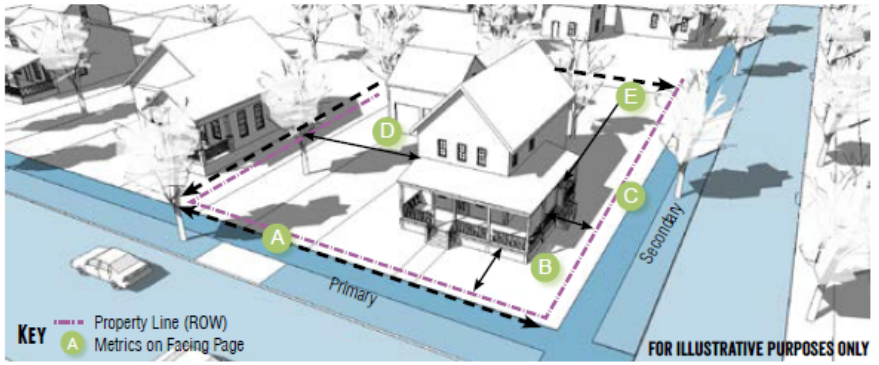
District Classification	Comprehensive Plan Designations					
	Open Space/ Agricultural	Low Intensity	Existing Neighborhood	Medium or High Intensity Zone	Employment Center	Corridor
Conventional Residential	NP	NP	C	--	--	--
Neighborhood Density Districts	NP	NP	See Section 4.1.2.4 - 4.1.2.5	NP	NP	C
Character Districts	NP	C	--	C	NP	C
Special Districts	--	NP	NP	NP	C	C
Legend	-- = Not Allowed (PSA Required)		NP=Not Preferred		C = Consider	

CD-3 Zoning Analysis:

- CD-3 is intended to accommodate one and two family residential. Uses that would interfere with the residential nature of this district are prohibited.
- **Allowable Building Types:** *House, Cottage, Cottage Court, Duplex, Zero Lot Line, Civic*
- **Allowable Uses:** Single family (detached and attached), cottage court, two family.
- **Surrounding Area**: Vacant, rural / agricultural land and land already designated as future FM 110 right-of-way.

CD-3

SECTION 4.4.3.3 CHARACTER DISTRICT - 3



GENERAL DESCRIPTION

The CD-3 district is primarily intended to accommodate one and two family houses. Uses that would substantially interfere with the residential nature of the district are not allowed.

DENSITY

Impervious Cover	60% max.
Units Per Gross Acre	10 max.

TRANSPORTATION

Block Perimeter	2,800 ft. max.	Section 3.6.2.1
Streetscape Type	Residential	Section 3.8.1.10

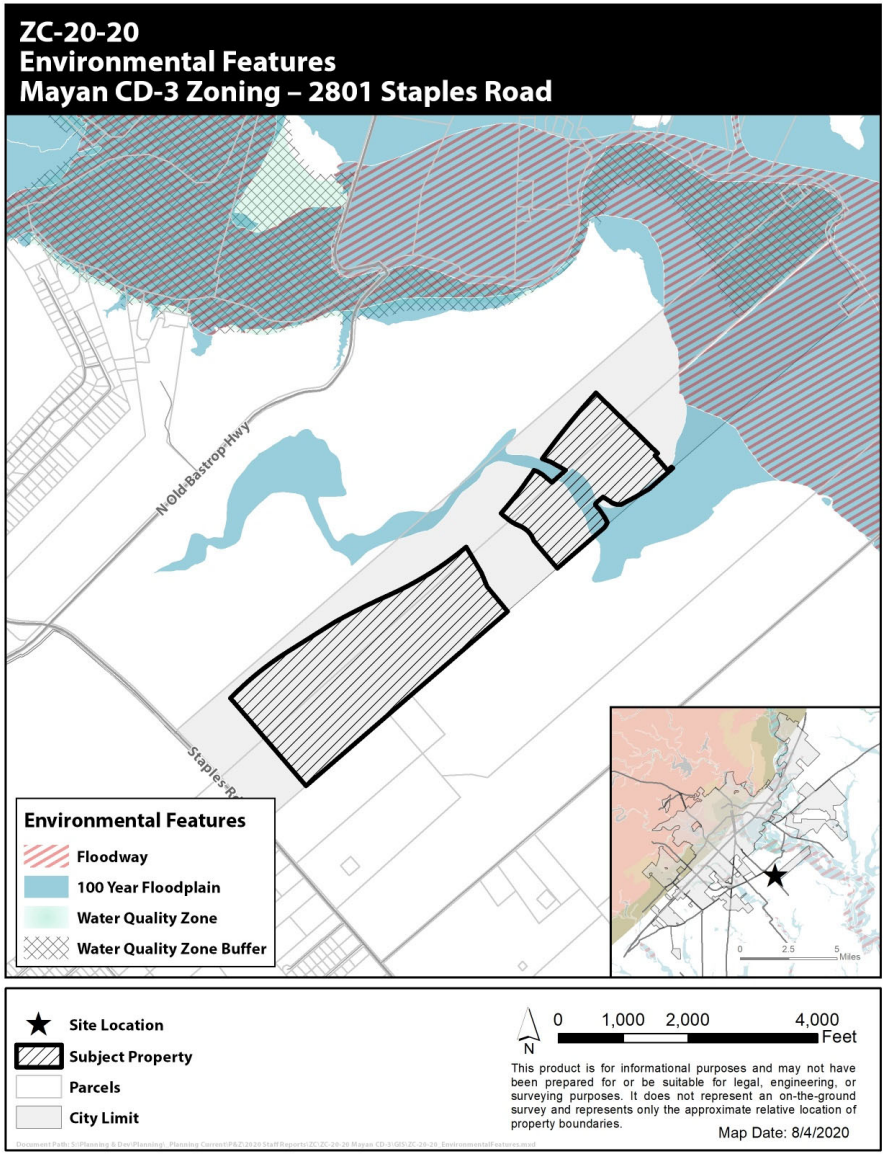
BUILDING TYPES ALLOWED

Accessory Dwelling	Section 4.4.6.1
House	Section 4.4.6.2
Cottage	Section 4.4.6.3
Cottage Court	Section 4.4.6.4
Duplex	Section 4.4.6.5
Zero Lot Line House	Section 4.4.6.6
Civic Building	Section 4.4.6.15

Environmental Analysis

- Located in a low to moderately constrained area on the Land Use Suitability map
- Small portion of CD-3 is located within the 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)



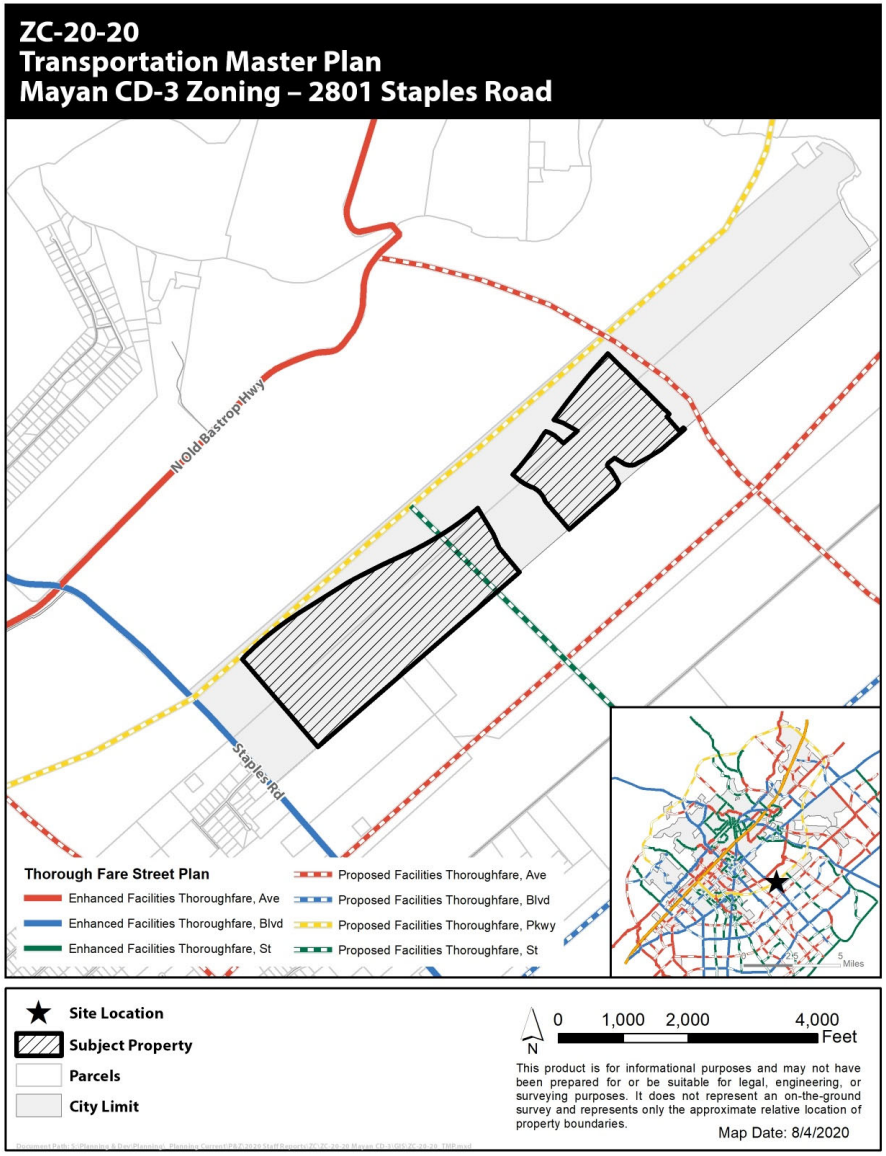
Additional Requirements

- **Street Requirements**
  - Transportation Master Plan
  - Block perimeter requirements (2,800 feet)
  - Bike facility requirements
  - Greenway requirement
  - Sidewalk connections
  - Traffic Impact Analysis (TIA)

- **Subdivision Requirements**
  - Subdivision plat in accordance with lot and block standards

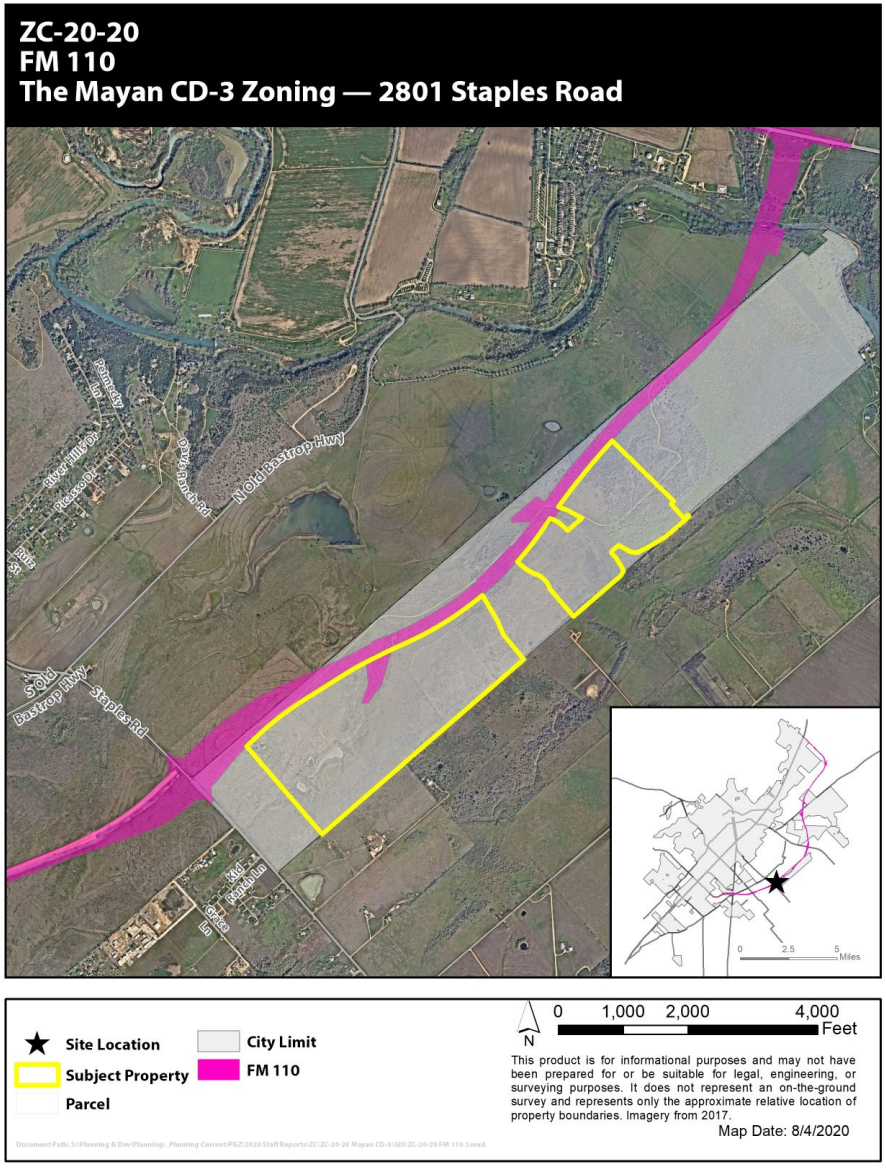
- **Utility Requirements**
  - Extension of water and wastewater facilities in accordance with City standards

- **Parkland Requirements**
  - Parkland Development and Parkland Dedication (based on number of units proposed)



Additional Analysis

- **Preferred Scenario:** The majority of the property is located in a “Low Intensity” designation along an “Employment Corridor” where Character Districts are to be Considered. While the Comprehensive Plan considers one and two family residential appropriate uses and building types in Low Intensity areas it states that development along Employment Corridors should “serve major employment related land uses” and “include some mixture in uses including *limited* residential”.
- **Major Thoroughfares & Intersections** –It is generally best practice to include higher density and intensity uses along major corridors and at major intersections and to transition lower density uses away. The proposed one and two family use does not provide a smooth transition of density from the major thoroughfare.



Commission Recommendation:

At the August 11, 2020 meeting, the Planning and Zoning Commission recommended **approval** of the zoning request with a 9-0 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.

Topic	*Existing Zoning:* **Future Development (FD)**	*Proposed Zoning:* **Character District – 3 (CD-3)**
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-3 District is primarily intended to accommodate one- and two-family houses. Uses that would substantially interfere with the residential nature of the district are not allowed.
Uses	Residential / Agricultural *(See Land Use Matrix)*	Residential *(See Land Use Matrix)*
Parking Location	No location standards	Parking allowed in the Second and Third Layer
Parking Standards	Dependent upon use	2 spaces per dwelling unit
Max Residential Units per acre	0.4 units per acre (max)	10 units per acre (max)
Occupancy Restrictions	N/A	N/A
Landscaping	Tree and shrub requirements	Tree and shrub requirements
Building Height (max)	2 stories	2 stories
Setbacks	50' minimum front, 20' side, and 20% of total lot depth measured at point of greatest depth in rear	15-foot front Setback, 5-foot side setback (interior), 10 foot side setback (corner), 15 foot rear set back.
Impervious Cover (max)	30%	60%
Lot Sizes	Minimum 2 acres lot area, Minimum 200 ft lot width	Allows for a minimum lot size of 4,500 square feet
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 35' on center average, 7' planting area between sidewalk and street required.
Blocks	No Block Perimeter Required	2,800 ft. Block Perimeter max.

ORDINANCE NO. 2020-66

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY IN CASE NO. ZC-20-20 BY REZONING APPROXIMATELY 220.023 ACRES OF LAND LOCATED AT 2801 STAPLES ROAD FROM "FD" FUTURE DEVELOPMENT DISTRICT TO "CD-3" CHARACTER DISTRICT-3; INCLUDING PROCEDURAL PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

1. On August 11, 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-3" Character District-3 for approximately 220.023 acres of land located 2801 Staples 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 September 1, 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 approximately 220.023-acre tract of land described by metes and bounds in Exhibit A, attached hereto and made a part hereof for all purposes, from "FD" Future Development District to "CD-3" Character District-3.

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 September 1, 2020.

PASSED, APPROVED AND ADOPTED on second reading on September 15, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

Approved:

Michael J. Cosentino
City Attorney

EXHIBIT A

PROPOSED ZONE DEDICATION DESCRIPTION
CHARACTER DISTRICT 3 - RESIDENTIAL (CD3)
THE MAYAN

JOB NO. LJAS1005-2001

CD3 PART 1 - 147.810 ACRES (6,438,604 SQUARE FEET)

BEING A 147.810 ACRE TRACT OF LAND OUT OF THE BENJAMIN & GRAVES FULCHER SURVEY, ABSTRACT NO. 21, SITUATED IN GUADALUPE COUNTY, TEXAS, THE WILLIAM BURNETT JR. SURVEY, ABSTRACT NO. 56 AND THE BENJAMIN & GRAVES FULCHER SURVEY, ABSTRACT NO. 813, SITUATED IN HAYS COUNTY, TEXAS, AND BEING OUT OF A CALLED 563.797 ACRE TRACT OF LAND CONVEYED IN DEED TO THE MAYAN AT SAN MARCOS RIVER, LLC, A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN VOLUME 4892, PAGE 329, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.); SAID 147.810 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST CORNER OF A CALLED 53.897 ACRE TRACT CONVEYED IN DEED TO HAYS COUNTY, RECORDED IN DOCUMENT NO. 2016-16001654, O.P.R.H.C.TX., ON THE NORTHEASTERLY RIGHT-OF-WAY OF STAPLES ROAD (80-FOOT RIGHT-OF-WAY) AND FARM TO MARKET ROAD 110 (F.M. 110) (PUBLIC RIGHT-OF-WAY) (UNIMPROVED) BEING A CALLED 53.897 ACRE TRACT CONVEYED IN DEED TO HAYS COUNTY, RECORDED IN DOCUMENT NO. 201616001654, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAME BEING THE SOUTH CORNER OF A CALLED 532.212 ACRE TRACT DESCRIBED AS TRACT 1, CONVEYED IN DEED TO B & B FAMILY PARTNERSHIP, LTD., RECORDED IN DOCUMENT NO. 9915746, O.P.R.H.C.TX., WITH GRID COORDINATES OF N:13853757.83, E: 2314950.70, FROM WHICH POINT A 1/2-INCH IRON ROD FOUND BEARS SOUTH 49 DEGREES 10 MINUTES 24 SECONDS WEST, A DISTANCE OF 0.79 FEET;

THENCE NORTH 59 DEGREES 33 MINUTES 10 SECONDS WEST, A DISTANCE OF 959.30 FEET TO THE **POINT OF BEGINNING** AT THE BEGINNING OF A CURVE TO THE RIGHT, WITH GRID COORDINATES OF N: 13854243.91, E: 2315777.64;

THENCE WITH THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 110 THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1) WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 1,144.87 FEET, A RADIUS OF 4,632.00 FEET, A DELTA ANGLE OF 14 DEGREES 09 MINUTES 42 SECONDS, AND A CHORD THAT BEARS NORTH 50 DEGREES 50 MINUTES 00 SECONDS EAST, A DISTANCE OF 1,141.96 FEET TO A POINT,
2) NORTH 57 DEGREES 54 MINUTES 51 SECONDS EAST, A DISTANCE OF 870.57 FEET TO A POINT AT THE BEGINNING A CURVE TO THE RIGHT,
3) WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 918.64 FEET, A RADIUS OF 10,990.00 FEET, A DELTA ANGLE OF 04 DEGREES 47 MINUTES 21 SECONDS, AND A CHORD THAT BEARS NORTH 63 DEGREES 37 MINUTES 19 SECONDS EAST, A DISTANCE OF 918.37 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT, AND
4) WITH SAID CURVE TO THE LEFT, AN ARC LENGTH OF 1,407.06 FEET, A RADIUS OF 5,110.00 FEET, A DELTA ANGLE OF 15 DEGREES 46 MINUTES 36 SECONDS, AND A CHORD THAT BEARS NORTH 58 DEGREES 07 MINUTES 37 SECONDS EAST, A DISTANCE OF 1,402.62 FEET TO A POINT;

THENCE DEPARTING THE SOUTHEAST LINE OF SAID F.M. 110, OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) SOUTH 30 DEGREES 40 MINUTES 06 SECONDS EAST, A DISTANCE OF 458.24 FEET TO A POINT,
2) SOUTH 23 DEGREES 12 MINUTES 13 SECONDS EAST, A DISTANCE OF 231.61 FEET TO A POINT, AND
3) SOUTH 39 DEGREES 20 MINUTES 19 SECONDS EAST, A DISTANCE OF 496.08 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID 563.797 ACRE TRACT;

THENCE SOUTH 49 DEGREES 07 MINUTES 28 SECONDS WEST, WITH THE SOUTHEAST LINE OF SAID 563.797 ACRE TRACT, A DISTANCE OF 4,114.99 FEET TO A POINT, FROM WHICH A FENCE CORNER POST FOUND FOR THE SOUTH CORNER OF SAID 563.797 ACRE TRACT BEARS SOUTH 49 DEGREES 07 MINUTES 28 SECONDS WEST, A DISTANCE OF 884.61 FEET;

THENCE NORTH 40 DEGREES 45 MINUTES 42 SECONDS WEST, OVER AND ACROSS SAID 563.797 ACRE TRACT, A DISTANCE OF 1,784.05 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 147.810 ACRES OF LAND, MORE OR LESS.

CD3 PART 2 - 72.213 ACRES (3,145,598 SQUARE FEET)

BEING A 72.213 ACRE TRACT OF LAND OUT OF THE BENJAMIN & GRAVES FULCHER SURVEY, ABSTRACT NO. 21, SITUATED IN GUADALUPE COUNTY, TEXAS, THE WILLIAM BURNETT JR. SURVEY, ABSTRACT NO. 56 AND BENJAMIN & GRAVES FULCHER SURVEY, ABSTRACT NO. 813, SITUATED IN HAYS COUNTY, TEXAS, AND BEING OUT OF A CALLED 563.797 ACRE TRACT OF LAND CONVEYED IN DEED TO THE MAYAN AT SAN MARCOS RIVER, LLC, A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN VOLUME 4892, PAGE 329, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.); SAID 72.213 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A TXDOT RIGHT-OF-WAY MONUMENT WITH BRASS DISK IN CONCRETE FOUND ON THE NORTHWEST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 110 (F.M. 110) (PUBLIC RIGHT-OF-WAY) (UNIMPROVED) BEING A CALLED 53.897 ACRE TRACT CONVEYED IN DEED TO HAYS COUNTY, RECORDED IN DOCUMENT NO. 2016-16001654, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), WITH GRID COORDINATES OF N:13857342.34, E: 2319876.13;

THENCE SOUTH 17 DEGREES 04 MINUTES 02 SECONDS EAST, A DISTANCE OF 259.04 FEET TO THE **POINT OF BEGINNING** AT THE BEGINNING OF A CURVE TO THE LEFT, WITH GRID COORDINATES OF N: 13857094.72, E: 2319952.15;

THENCE WITH THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 110 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) WITH SAID CURVE TO THE LEFT, AN ARC LENGTH OF 706.70 FEET, A RADIUS OF 5,110.00 FEET, A DELTA ANGLE OF 07 DEGREES 55 MINUTES 26 SECONDS, AND A CHORD THAT BEARS NORTH 37 DEGREES 53 MINUTES 25 SECONDS EAST, A DISTANCE OF 706.13 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT, AND

2) WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 131.12 FEET, A RADIUS OF 10,990.00 FEET, A DELTA ANGLE 00 DEGREES 41 MINUTES 01 SECONDS, AND A CHORD THAT BEARS NORTH 34 DEGREES 16 MINUTES 13 SECONDS EAST, A DISTANCE OF 131.12 FEET TO A POINT;

THENCE DEPARTING THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 110, OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1) SOUTH 71 DEGREES 35 MINUTES 49 SECONDS EAST, A DISTANCE OF 51.89 FEET TO A POINT,
2) SOUTH 61 DEGREES 21 MINUTES 41 SECONDS EAST, A DISTANCE OF 97.53 FEET TO A POINT,
3) SOUTH 48 DEGREES 55 MINUTES 04 SECONDS EAST, A DISTANCE OF 185.91 FEET TO A POINT,
4) NORTH 48 DEGREES 33 MINUTES 29 SECONDS EAST, A DISTANCE OF 285.39 FEET TO A POINT,
5) NORTH 60 DEGREES 57 MINUTES 46 SECONDS WEST, A DISTANCE OF 260.95 FEET TO A POINT, AND
6) NORTH 70 DEGREES 06 MINUTES 45 SECONDS WEST, A DISTANCE OF 143.14 FEET TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 110, AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 1,315.48 FEET, A RADIUS OF 10,990.00 FEET, A DELTA ANGLE OF 06 DEGREES 51 MINUTES 30 SECONDS, AND A CHORD THAT BEARS NORTH 39 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 1,314.70 FEET TO A POINT;

THENCE DEPARTING THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 110, OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING SIX (5) COURSES AND DISTANCES:

1) SOUTH 45 DEGREES 32 MINUTES 31 SECONDS EAST, A DISTANCE OF 1334.51 FEET TO A POINT,
2) SOUTH 49 DEGREES 14 MINUTES 18 SECONDS WEST, A DISTANCE OF 53.37 FEET TO A POINT,
3) SOUTH 40 DEGREES 45 MINUTES 42 SECONDS EAST, A DISTANCE OF 300.02 FEET TO A POINT,
4) NORTH 49 DEGREES 14 MINUTES 18 SECONDS EAST, A DISTANCE OF 78.46 FEET TO A POINT, AND
5) SOUTH 45 DEGREES 32 MINUTES 31 SECONDS EAST, A DISTANCE OF 28.55 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID 563.797 ACRE TRACT;

THENCE SOUTH 49 DEGREES 07 MINUTES 28 SECONDS WEST, WITH THE SOUTHEAST LINE OF SAID 563.797 ACRE TRACT, A DISTANCE OF 485.78 FEET TO A POINT;

THENCE OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING TWELVE (10) COURSES AND DISTANCES:

1) SOUTH 58 DEGREES 50 MINUTES 30 SECONDS WEST, A DISTANCE OF 244.60 FEET TO A POINT,

2) SOUTH 62 DEGREES 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 225.66 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT,
3) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 205.27 FEET, A RADIUS OF 224.23 FEET, A DELTA ANGLE OF 52 DEGREES 26 MINUTES 58 SECONDS, AND A CHORD THAT BEARS NORTH 78 DEGREES 40 MINUTES 09 SECONDS WEST, A DISTANCE OF 198.17 FEET TO A POINT,
4) NORTH 57 DEGREES 53 MINUTES 58 SECONDS WEST, A DISTANCE OF 130.53 FEET TO A POINT,
5) SOUTH 50 DEGREES 17 MINUTES 42 SECONDS WEST, A DISTANCE OF 129.27 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT,
6) WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 55.54 FEET, A RADIUS OF 49.90 FEET, A DELTA ANGLE OF 63 DEGREES 46 MINUTES 10 SECONDS, AND A CHORD THAT BEARS SOUTH 10 DEGREES 01 MINUTES 38 SECONDS WEST, A DISTANCE OF 52.72 FEET TO A POINT,
7) SOUTH 43 DEGREES 21 MINUTES 28 SECONDS EAST, A DISTANCE OF 80.86 FEET TO A POINT,
8) SOUTH 33 DEGREES 11 MINUTES 43 SECONDS EAST, A DISTANCE OF 149.74 FEET TO A POINT,
9) SOUTH 27 DEGREES 01 MINUTES 01 SECONDS EAST, A DISTANCE OF 87.04 FEET TO A POINT, AND
10) SOUTH 28 DEGREES 42 MINUTES 09 SECONDS WEST, A DISTANCE OF 82.91 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID 563.797 ACRE TRACT, FROM WHICH POINT A FENCE CORNER POST FOUND FOR THE SOUTH CORNER OF SAID 563.797 ACRE TRACT BEARS SOUTH 49 DEGREES 07 MINUTES 28 SECONDS, A DISTANCE OF 6,016.13 FEET;

THENCE SOUTH 49 DEGREES 07 MINUTES 28 SECONDS WEST, WITH THE SOUTHEAST LINE OF SAID 563.797 ACRE TRACT, A DISTANCE OF 965.00 FEET TO A POINT;

THENCE OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) NORTH 40 DEGREES 45 MINUTES 42 SECONDS WEST, A DISTANCE OF 562.59 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT,
2) WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 278.66 FEET, A RADIUS OF 373.63 FEET, A DELTA ANGLE OF 42 DEGREES 43 MINUTES 57 SECONDS, AND A CHORD THAT BEARS NORTH 40 DEGREES 13 MINUTES 28 SECONDS WEST, A DISTANCE OF 272.24 FEET TO A POINT,
3) NORTH 65 DEGREES 57 MINUTES 47 SECONDS WEST, A DISTANCE OF 32.38 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT,
4) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 281.62 FEET, A RADIUS OF 770.72 FEET, A DELTA ANGLE OF 20 DEGREES 56 MINUTES 08 SECONDS, AND A CHORD THAT BEARS NORTH 58 DEGREES 50 MINUTES 07 SECONDS WEST, A DISTANCE OF 280.05 FEET TO A POINT, AND

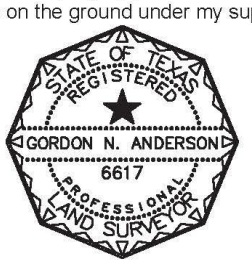
5) NORTH 47 DEGREES 59 MINUTES 08 SECONDS WEST, A DISTANCE OF 77.76 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 72.213 ACRES OF LAND, MORE OR LESS.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, South Central Zone, NAD83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.0000741. Units: U.S. Survey Feet.

I hereby certify that this legal description and the accompanying plat of even date represents the facts found during the course of an actual survey made on the ground under my supervision.

06/30/2020

Gordon Anderson, RPLS No. 6617
LJA Surveying, Inc.
5316 Highway 290 West, Suite 460
Austin, Texas 78735
Texas Firm No. 10194533



LEGEND:
PROPERTY BOUNDARY
APPROXIMATE SURVEY LINE
ROAD BOUNDARY
FLY-TIE
CHARACTER DISTRICT 3 — RESIDENTIAL (CD3)
CHARACTER DISTRICT 4 — MULTIFAMILY (CD4)
CHARACTER DISTRICT 5 — COMMERCIAL (CD5)
LIGHT INDUSTRIAL (LI)
O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
O.R.G.C.TX. OFFICIAL RECORDS OF GUADALUPE COUNTY, TEXAS
O.P.R.G.C.TX. OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
FOUND 1/2" IRON ROD (AS NOTED)
FOUND TXDOT RIGHT-OF-WAY MONUMENT WITH BRASS DISK IN CONCRETE
FOUND FENCE CORNER POST
0 200 400 800
WILLIAM BURNETT JR SURVEY ABSTRACT NO. 68
B & B FAMILY PARTNERSHIP, LTD. TRACT 1 CALLED 520.212 ACRES DOCUMENT NO. 9918749 O.P.R.H.C.TX.
WILLIAM A MATTHEWS SURVEY ABSTRACT NO. 306
HAYS COUNTY CALLED 53.867 ACRES F.M. 110 PUBLIC RIGHT-OF-WAY (UNIMPROVED) DOCUMENT NO. 2018-18031654 O.P.R.H.C.TX.
PROJECT BOUNDARY AND CITY LIMITS
LI - PART 1
LI - PART 2
F.M. 110 (VARIABLE WIDTH RIGHT-OF-WAY)
CD5 - PART 1
CD4 - PART 1
BENJAMIN & GRAVES FULCHER SURVEY ABSTRACT NO. 813
CD3 - PART 1
CD5 - PART 2
CD4 - PART 2
CD3 - PART 2
CD4 - PART 3
CD5 - PART 3
CD5 - PART 4
MAYAN AT SAN MARCOS RIVER LLC. A TEXAS LIMITED LIABILITY COMPANY CALLED 583.787 ACRES VOLUME 4892, PAGE 329 O.P.R.H.C.TX.
HAYS COUNTY
GUADALUPE COUNTY
PROJECT BOUNDARY AND CITY LIMITS
STAPLES ROAD (80' RIGHT-OF-WAY)
PROPOSED LIFT STATION
LIMITS OF EXISTING EFFECTIVE FLOODPLAIN MAP# 48187C0035F (11/2/2007)
BENJAMIN & GRAVES FULCHER SURVEY ABSTRACT NO. 21
JAIME M. CADENA AND WIFE, SAN JUANA CADENA CALLED 32.0650 ACRES VOLUME 3141, PAGE 380 O.P.R.G.C.TX.
RICHARD C. DAVIS AND WIFE, DIANNE DAVIS CALLED 8.88 ACRES VOLUME 721, PAGE 22 O.R.G.C.TX.
MILLENIUM INTERESTS, LTD. CALLED 216.688 ACRES DOCUMENT NO. 2017019158 O.P.R.G.C.TX. DESCRIBED IN DOCUMENT NO. 2016019042 O.P.R.G.C.TX.
MILLENIUM INTERESTS, LTD. CALLED 216.718 ACRES DOCUMENT NO. 2017019156 O.P.R.G.C.TX.
MARCO GALLEGOS CALLED 10.98 ACRES DOCUMENT NO. 201899009621 O.P.R.G.C.TX.
VCD SAN MARCOS RIVER, LLC. A TEXAS LIMITED LIABILITY COMPANY CALLED 200.295 ACRES VOLUME 4948, PAGE 395 O.P.R.G.C.TX.
SAN MARCOS RIVER
NOTES:
THE MAYAN REZONE
IN THE
BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 21
BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 813
WILLIAM A. MATTHEWS SURVEY, ABSTRACT NO. 306
HAYS COUNTY, TEXAS
GUADALUPE COUNTY, TEXAS
LJA Surveying, Inc.
5316 West Highway 290
Suite 460
Austin, Texas 78735
Phone 512.439.4700
T.B.P.L.S. Firm No. 10194533
DRWN BY: EMC
CHKD BY: CDC
SCALE 1"=400'
DATE 06/30/20
PROJ. NO. LJA51305-2001
SHEET 2 OF 2
DATE OF LAST REVISION
DESCRIPTION OF LAST REVISION

CD3 – PART 1 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L32	N57°54'51"E	870.57'
L33	S30°40'06"E	458.24'
L34	S23°12'13"E	231.61'
L35	S39°20'19"E	496.08'
L36	S49°07'28"W	4114.99'
L37	N40°45'42"W	940.79'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C11	1144.874	4632.000	14°09'42"	N50°50'00"E	1141.96
C12	918.836	10990.000	4°47'21"	N63°37'19"E	918.37
C13	1407.058	5110.000	15°46'36"	N58°07'37"E	1402.62

CD3 – PART 2 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L47	S71°35'49"E	51.89'
L48	S61°21'41"E	97.53'
L49	S48°55'04"E	185.91'
L50	N48°33'29"E	285.39'
L51	N80°57'48"W	280.95'
L52	N70°06'45"W	143.14'
L53	S45°32'31"E	1334.51'
L54	S49°14'18"W	53.37'
L55	S40°45'42"E	300.02'
L56	N49°14'18"E	78.46'
L57	S45°32'31"E	28.55'
L58	S49°07'28"W	485.78'
L59	S58°50'30"W	244.60'
L60	S62°03'42"W	225.66'
L61	N57°53'58"W	130.53'
L62	S50°17'42"W	129.27'
L63	S43°21'28"E	80.86'
L64	S33°11'43"E	149.74'
L65	S27°01'01"E	87.04'
L66	S28°42'09"W	82.91'
L67	S49°07'28"W	965.00'
L68	N40°45'42"W	562.59'
L69	N65°57'47"W	32.38'
L70	N47°59'08"W	77.76'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C21	706.696	5110.000	7°55'28"	N37°53'25"E	706.13
C22	131.124	10990.000	0°41'01"	N34°16'13"E	131.12
C23	1315.483	10990.000	6°51'30"	N39°10'58"E	1314.70
C24	205.267	224.234	52°26'58"	N78°40'09"W	198.17
C25	55.538	49.900	63°46'10"	S10°01'38"W	52.72
C26	278.859	373.827	42°43'57"	N40°13'28"W	272.24
C27	281.616	770.725	20°56'08"	N58°50'07"W	280.05

CD4 – PART 1 LINE TABLE

Line Table		
Line #	Bearing	Length
L28	N41°21'04"W	843.29'
L29	N49°07'28"E	893.28'
L30	S40°45'42"E	843.26'
L31	S49°07'28"W	884.61'

CD4 – PART 2 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L42	S40°45'42"E	562.59'
L43	S49°07'28"W	1016.53'
L44	N39°20'19"W	496.08'
L45	N23°12'13"W	231.61'
L46	N46°11'21"E	97.07'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C18	278.859	373.627	42°43'57"	S40°13'28"E	272.24
C19	268.652	707.273	21°45'48"	N41°34'38"E	267.04
C20	581.181	9855.553	3°22'43"	N41°03'17"E	581.10

CD4 – PART 3 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L71	S19°40'40"E	547.44'
L72	N46°32'15"E	400.03'
L73	S21°47'22"E	163.38'
L74	N64°44'14"E	94.32'
L75	S47°01'56"E	161.57'
L76	S20°30'11"E	331.37'
L77	S11°34'07"W	523.34'
L78	S20°08'04"E	106.23'
L79	S12°14'11"W	286.70'
L80	S49°07'28"W	399.55'
L81	N45°32'31"W	28.55'
L82	N49°14'18"E	221.56'
L83	N40°45'42"W	300.02'
L84	S49°14'18"W	246.65'
L85	N45°32'31"W	1334.51'
L86	N46°24'19"E	350.96'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C28	727.641	10990.000	3°47'37"	N44°30'31"E	727.51

PROPOSED LIFT STATION LINE TABLE

Line Table		
Line #	Bearing	Length
L87	S40°45'42"E	300.02'
L88	S49°14'18"W	221.56'
L89	N40°45'42"W	300.02'
L90	N49°14'18"E	246.65'

LI – PART 1 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L1	N49°10'24"E	1925.25'
L2	N72°05'03"E	299.58'
L3	N74°46'40"E	106.12'
L4	N89°52'45"E	39.44'
L5	N64°09'35"E	90.65'
L6	N48°48'14"E	235.44'
L7	N35°19'08"E	331.75'
L8	N38°08'22"E	90.92'
L9	N43°29'42"E	73.77'
L10	N52°00'06"E	114.50'
L11	N51°16'05"E	156.56'
L12	N38°41'51"E	94.30'
L13	N29°54'36"E	162.93'
L14	N58°37'53"E	158.19'
L15	N78°26'41"E	71.84'
L16	S83°25'51"E	119.32'
L17	S73°02'48"E	223.87'
L18	S85°17'04"W	42.56'
L19	S04°27'07"W	42.56'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	76.169	11210.000	0°23'22"	S34°07'24"W	76.17
C2	542.452	4860.000	6°23'42"	S37°06'24"W	542.17
C3	717.411	4860.000	8°27'28"	S44°52'05"W	716.76
C4	1413.728	4890.000	16°33'52"	S57°44'03"W	1408.81
C5	628.562	11210.000	3°12'46"	S64°24'36"W	628.48
C6	717.466	11052.000	3°43'10"	S64°39'49"W	717.34

LI – PART 2 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L20	N86°54'48"W	263.84'
L21	N49°10'24"E	2834.23'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C7	2697.865	11210.009	13°47'21"	S42°18'42"W	2691.38
C8	178.014	79.177	128°49'06"	N29°37'51"W	142.82

CD5 – PART 1 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L22	N00°07'28"E	169.59'
L23	N46°11'07"E	222.18'
L24	S40°45'42"E	940.79'
L25	S49°07'28"W	893.28'
L26	N41°21'04"W	300.48'
L27	N44°51'11"W	52.82'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C9	589.764	4632.000	7°17'42"	N40°06'18"E	589.37
C10	352.303	5767.278	3°30'00"	N43°06'04"W	352.25

CD5 – PART 2 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L38	S47°59'08"E	77.76'
L39	S65°57'47"E	32.38'
L40	S46°11'21"W	97.07'
L41	N30°40'06"W	458.24'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C14	281.618	770.725	20°56'08"	S58°50'07"E	280.05
C15	581.181	9855.553	3°22'43"	S41°03'17"W	581.10
C16	268.652	707.273	21°45'48"	S41°34'36"W	267.04
C17	747.962	5110.000	8°23'11"	N46°02'44"E	747.29

CD5 – PART 3 LINE TABLE

Line Table		
Line #	Bearing	Length
L91	S10°39'10"E	165.19'
L92	S23°27'29"E	388.34'
L93	S46°32'15"W	400.03'
L94	N19°40'40"W	547.44'
L95	N46°24'19"E	400.92'

CD5 – PART 4 LINE TABLE

Line Table		
Line #	Bearing	Length
L96	S49°07'28"W	1101.24'
L97	N65°57'58"W	152.79'
L98	N55°05'34"W	63.82'
L99	N18°22'16"W	287.89'
L100	N10°10'40"E	358.74'
L101	N83°26'00"E	146.21'
L102	N72°54'07"E	276.22'
L103	N89°16'20"E	248.67'
L104	N83°43'18"E	191.63'
L105	S85°51'24"E	87.58'
L106	S43°58'55"E	188.76'

NOTES:

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM CENTRAL TEXAS ZONE, NAD 83.
2. ALL DISTANCES AND ACREAGES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.000041. UNITS: U.S. FEET
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS MAP IS INTENDED FOR DISTRICT REZONE DESCRIPTION PURPOSES ONLY.
5. THIS MAP REPRESENTS PAGES 1 AND 2 OF THE FOLLOWING ZONE DESCRIPTIONS:
   - CHARACTER DISTRICT 3 - RESIDENTIAL (CD3) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - CHARACTER DISTRICT 4 - MULTIFAMILY (CD4) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - CHARACTER DISTRICT 5 - COMMERCIAL (CD5) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - LIGHT INDUSTRIAL METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - LIFT STATION BOUNDARY METES AND BOUNDS DESCRIPTION DATED 06-30-2020.

GORDON N. ANDERSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6617

THE MAYAN REZONE

IN THE
BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 21
BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 813
WILLIAM A. MATTHEWS SURVEY, ABSTRACT NO. 305

HAYS COUNTY, TEXAS
GUADALUPE COUNTY, TEXAS

LJA Surveying, Inc.
5316 West Highway 290 Phone 512.439.4700
Suite 460
Austin, Texas 78735 T.B.P.L.S. Firm No. 10194533

DRWN BY:	CHKD BY:	SCALE	DATE	PROJ. NO.	SHEET
EMC	CDC	1"=400'	06/30/20	LJA51005-2001	2 OF 2

DATE OF LAST REVISION	DESCRIPTION OF LAST REVISION

Zoning Request	2801 Staples Road
ZC-20-20	

Summary

Request:	Zoning change from "FD" Future Development to "CD-3" Character District-3		
Applicant:	Todd Burek The Mayan at San Marcos River LLC 22711 Fossil Peak San Marcos, TX 78216	**Property Owner:**	Todd Burek The Mayan at San Marcos River LLC 22711 Fossil Peak San Marcos, TX 78216

Notification

Application:	July 14, 2020	**Neighborhood Meeting:**	N/A
Published:	July 26, 2020	**# of Participants**	N/A
Posted:	July 24, 2020	**Personal:**	July 24, 2020
Response:	None as of Staff Report date		

Property Description

Legal Description:	+/- 220.023-acre tract out of the William Burnett Jr. Survey, Abstract No. 56 and the Benjamin & Graves Fulcher Survey, Abstract No. 813, Hays County, Texas, and the Benjamin & Graves Fulcher Survey, Abstract No. 21, Guadalupe County, Texas.		
Location:	2801 Staples Road		
Acreage:	+/- 220.023	**PDD/DA/Other:**	N/A
Existing Zoning:	"FD" Future Development	**Proposed Zoning:**	CD-3 "Character District-3"
Existing Use:	Vacant / Rural	**Proposed Use:**	Single Family Residential
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:	ETJ	San Marcos River/Vacant/Residential	Area of Stability-Open Space/Area of Stability-Low Intensity
South of Property:	ETJ	Vacant/Redwood Community	Area of Stability-Low Intensity

Zoning Request	2801 Staples Road
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		(Residential & Commercial Uses)	
East of Property:	ETJ	Vacant/Rural	Area of Stability-Low Intensity
West of Property:	ETJ	Vacant/Rural	Area of Stability-Low Intensity

Staff Recommendation

	Approval as Submitted	***X***	**Approval with Conditions / Alternate**		Denial

Although the proposed zoning change to Character District-3 is to be "Considered" in Low Intensity areas and is compatible with the single-family residential uses envisioned in the Comprehensive Plan for Low Intensity areas, the area immediately adjacent to the future FM 110 thoroughfare is not appropriate for single family lot development. The proposed single-family zoning does not align with the goals and intent for the FM 110 "Employment Corridor" stated in the Comprehensive Plan and block and access standards as well as privacy fence standards in the Development Code discourages this type of development along major thoroughfares such as FM 110.

Due to the varying factors regarding current and future land configurations around the subject property, staff is providing a **neutral** recommendation and leaves a decision of approval, denial, or a recommendation of a lesser zoning district up to the City Council.

Staff: Shavon Caldwell	**Title:** Planner	**Date:** September 1, 2020

Commission Recommendation

X	Approval as Submitted		Approval with Conditions / Alternate		Denial

Planning and Zoning Commission Meeting: August 11th, 2020

Speakers in favor or opposed: David Earl and Tory Hurt spoke in favor of the request.

Recommendation from the Planning and Zoning Commission meeting held August 11, 2020:
Recommendation for **approval** 9-0

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History

The subject property is within City limits and was annexed in 2008. The property is currently vacant and is surrounded almost exclusively by vacant, rural/agricultural land as well as the San Marcos River along the northernmost extent of the subject tract and some existing residential and commercial uses in the Redwood community along the southernmost extent of the subject tract. In addition, FM 110 is proposed to be located adjacent to the subject property and right-of-way has already been dedicated in order to provide for the future construction of FM 110.

The purpose of this zoning change to "Character District-3" is to allow for the development of approximately 220 acres of single-family residential uses along the future FM 110 corridor.

The City of San Marcos will provide wastewater services at the site and as the property is within the Crystal Clear CCN, Crystal Clear Special Utility District will provide water service. 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

Analysis of the proposed zoning request includes deliberation of existing surrounding land uses, proposed transportation networks, and the goals and policies of the Comprehensive Plan. A few major points for consideration in the analysis are as follows:

- The subject property is located along the proposed FM 110 which is designated as an "Employment Corridor" on the Preferred Scenario Map. According to the Comprehensive Plan, development along this corridor should "serve major employment related land uses" and include "some mixture in uses including **limited** residential".
- It is best practice to include higher density and intensity uses at major intersections and along major corridors and transition lower density uses away from these intersections and corridors. The proposed location for single family development directly adjacent to FM 110 does not create a smooth transition of density from this major thoroughfare.
- San Marcos Development Code discourages single family lot development along major thoroughfares through required block standards, stub street connections, maximum fence heights, and minimum fence transparency requirements.

- Hays County provides the following overview of the FM 110 project:

  This project continues the loop east of San Marcos and involves initially constructing two travel lanes (one in each direction) with 10-foot shoulders where no road currently exists for the approximately 11.3-mile corridor and includes an interchange at SH 21 and a railroad overpass at the Union Pacific Railroad tracks. As traffic increases over time, two additional travel lanes and additional interchanges would be constructed. Initial construction costs will be funded through Transportation Reinvestment Zones (TRZs) created by Hays County and the City of San Marcos to capture a portion of the increased value of development occurring along the alignment. Caldwell County will also contribute to the project cost. The County is funding and conducting project development simultaneously for the initial stage of all three

sections. TxDOT will let and manage construction of the project. Water line relocations will be in construction contracts.

Additional details regarding this analysis is outlined in the staff report and the Comprehensive Plan Analysis checklist.

Comments from Other Departments

Police	No issues with the proposed development.
Fire	This development is outside the City's existing fire station network's coverage area and a fire station location would ensure optimal coverage and response times. Portions of the development fall outside a 5-road mile distance (based on current road network) from an existing station which results in an ISO PPC (ISO Public Protection Program) rating of 10+. This rating indicates that the area's fire suppression doesn't meet the program's minimum criteria.
Public Services	No issues with the proposed development.
Engineering	No Comment

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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** *The subject property is located within an "Area of Stability-Low Intensity" designation on the Preferred Scenario Map. Per the Comprehensive Plan, "Character Districts" such as Character District-3 zoning are "Considered" within Low Intensity designations.* *Vision San Marcos Comprehensive Plan states that "Areas of Stability-Low Intensity" will generally maintain their existing character and that "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." Although the proposed zoning does not ensure "that the character of the area remains" as the existing character is rural/agricultural, the Comprehensive Plan envisions single family as an acceptable use and building types in Low Intensity Areas.* *However, the Preferred Scenario Map also identifies FM 110 as an Employment Corridor. Employment Corridors are primarily intended to "serve major employment related land uses. Some mixture in uses including **limited** residential and supportive pedestrian and bicycle facilities should be incorporated." The single-family residential nature of CD-3 zoning does not implement this objective and policy stated in the Comprehensive Plan.*
		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 in effect.*

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Evaluation			Criteria for Approval (Sec.2.5.1.4)
Consistent	Inconsistent	Neutral	
		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** *Character District-3 zoning allows primarily for attached and detached single family residential. The standards associated with this zoning district are appropriate for the general area to be reclassified but may not be appropriate for the area immediately adjacent to the future FM 110 thoroughfare.* *The FM 110 thoroughfare involves initially constructing two travel lanes but as traffic increases over time is planned to add two additional lanes. Block standards, stub street requirements, and fence and wall transparency and height standards in the San Marcos Development Code discourages single family lot development along major thoroughfares.*
		X	**Whether the proposed zoning will reinforce the existing or planned character of the area** *Approval of this zoning change will not reinforce the existing character of the area which is primarily rural/agricultural and open space. However, the planned FM 110 will alter the existing character of the surrounding area as it will be a major eastern transportation loop.*
		X	**Whether the site is appropriate for the development allowed in the proposed district** *The property is vacant, will have easy access to the future FM 110, and will be required to construct roadways and utility infrastructure consistent with the Character District-3 zoning district. The portion of the property directly adjacent to the future FM 110 is not appropriate for single family residential development.*
X			**Whether there are substantial reasons why the property cannot be used according to the existing zoning** *The property is currently zoned Future Development (FD). The FD zoning district is intended to serve as a temporary zoning district for recently annexed properties that shall be developed in the future but are not yet ready to be zoned for a particular use.*

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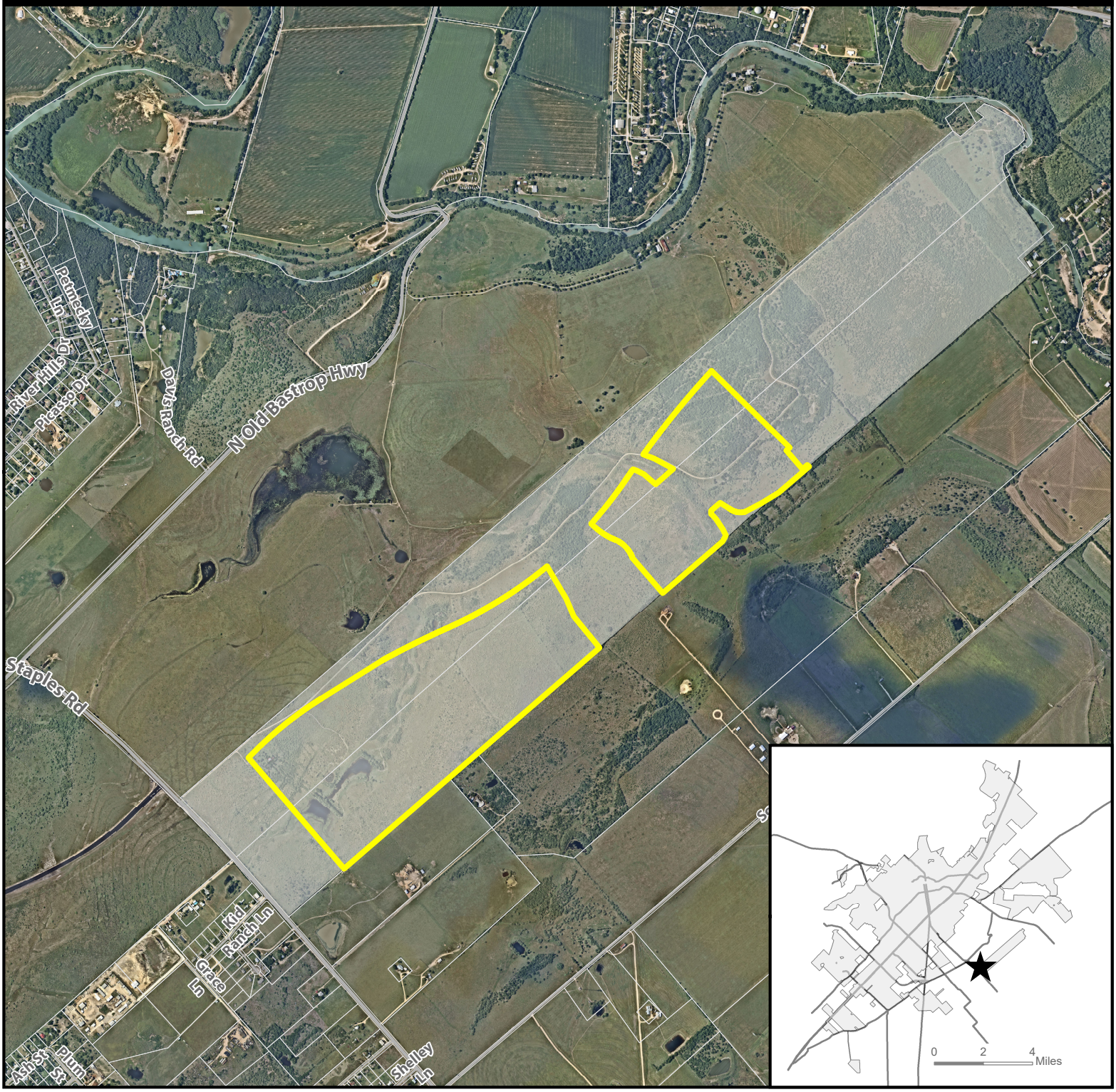
ZC-20-20	

Evaluation			Criteria for Approval (Sec.2.5.1.4)
Consistent	Inconsistent	Neutral	
X			**Whether there is a need for the proposed use at the proposed location** *The proposed rezoning would allow for single family attached and detached uses. The subject property's location in proximity of the future FM 110 thoroughfare would allow for such uses to be developed in accordance with city standards and with access to a major transportation thoroughfare.*
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 not located within the City's water service area and will be served by Crystal Clear Special Utility District. The property is not located within the City's wastewater service area and will be required to extend City wastewater lines to the property. This development is outside the City's existing fire station network's coverage area and a fire station location would ensure optimal coverage and response times.*
X			**Whether the proposed rezoning will have a significant adverse impact on property in the vicinity of the subject property** *The surrounding property is primarily vacant agricultural/rural. There are no anticipated adverse impacts.*
		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 subject property is located within a low to moderately constrained area according to the Land Use Suitability Map. A very small portion of the subject property is located within the 100-year floodplain.*
X			**Any other factors which shall substantially affect the public health, safety, morals, or general welfare** *None noted.*

ZC-20-20
Aerial View
Mayan CD-3 Zoning – 2801 Staples Road



★ **Site Location**

Subject Property

Parcel

City Limit

N

0 1,000 2,000 4,000 Feet

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Map Date: 7/28/2020

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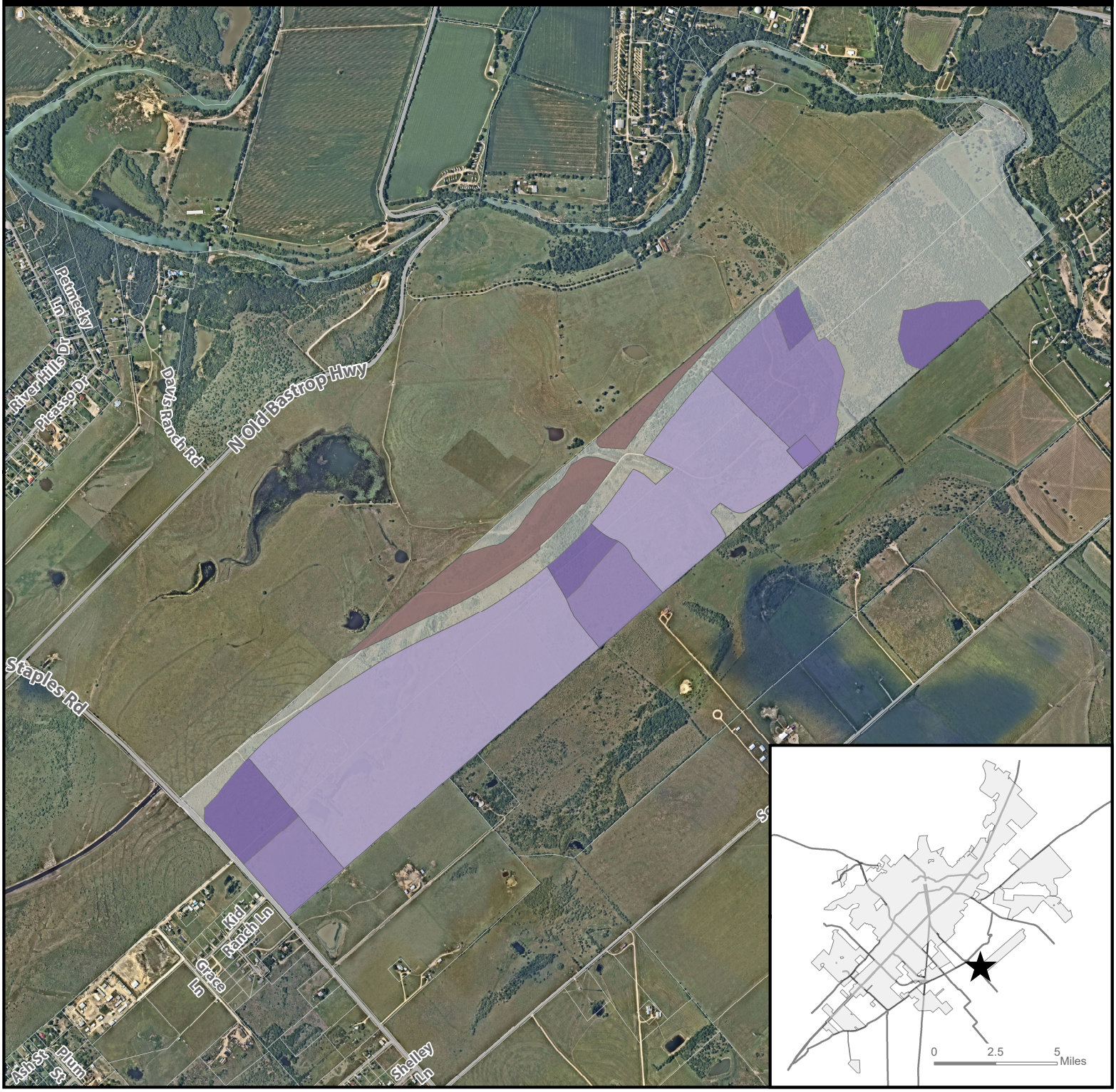
ZC-20-17, ZC-20-18, ZC-20-19, ZC-20-20
Requested Zoning
Mayan LI, CD-3, CD-4, CD-5 Zoning – 2801 Staples Road



★ **Site Location**

Parcel

City Limit

Requested Zoning

- **CD-3**
- **CD-4**
- **CD-5**
- **LI**

N

0 1,000 2,000 4,000 Feet

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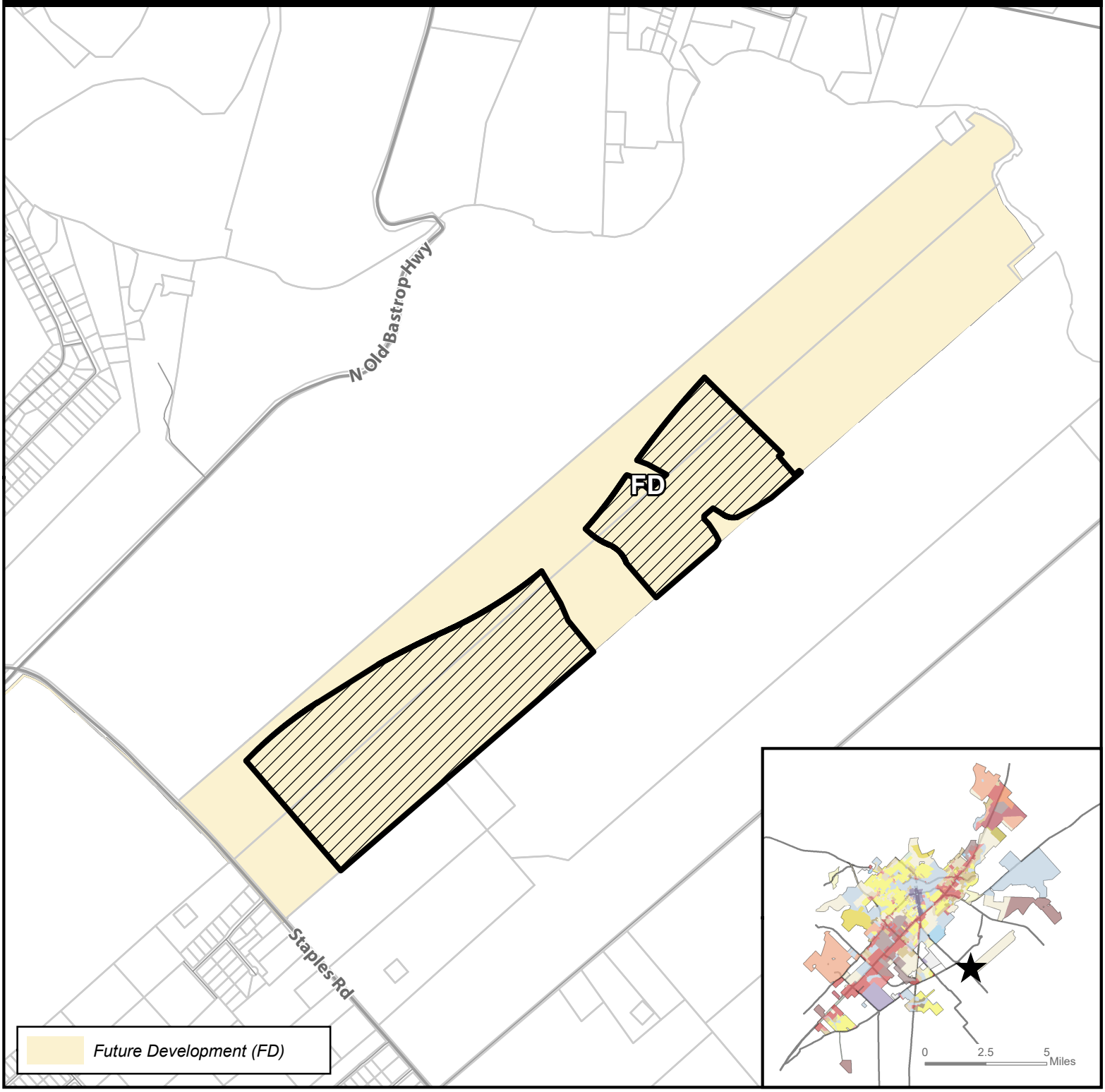
ZC-20-20
Existing Zoning
Mayan CD-3 Zoning – 2801 Staples Road



★ **Site Location**

Subject Property

Parcels

City Limit

N

0 1,000 2,000 4,000 Feet

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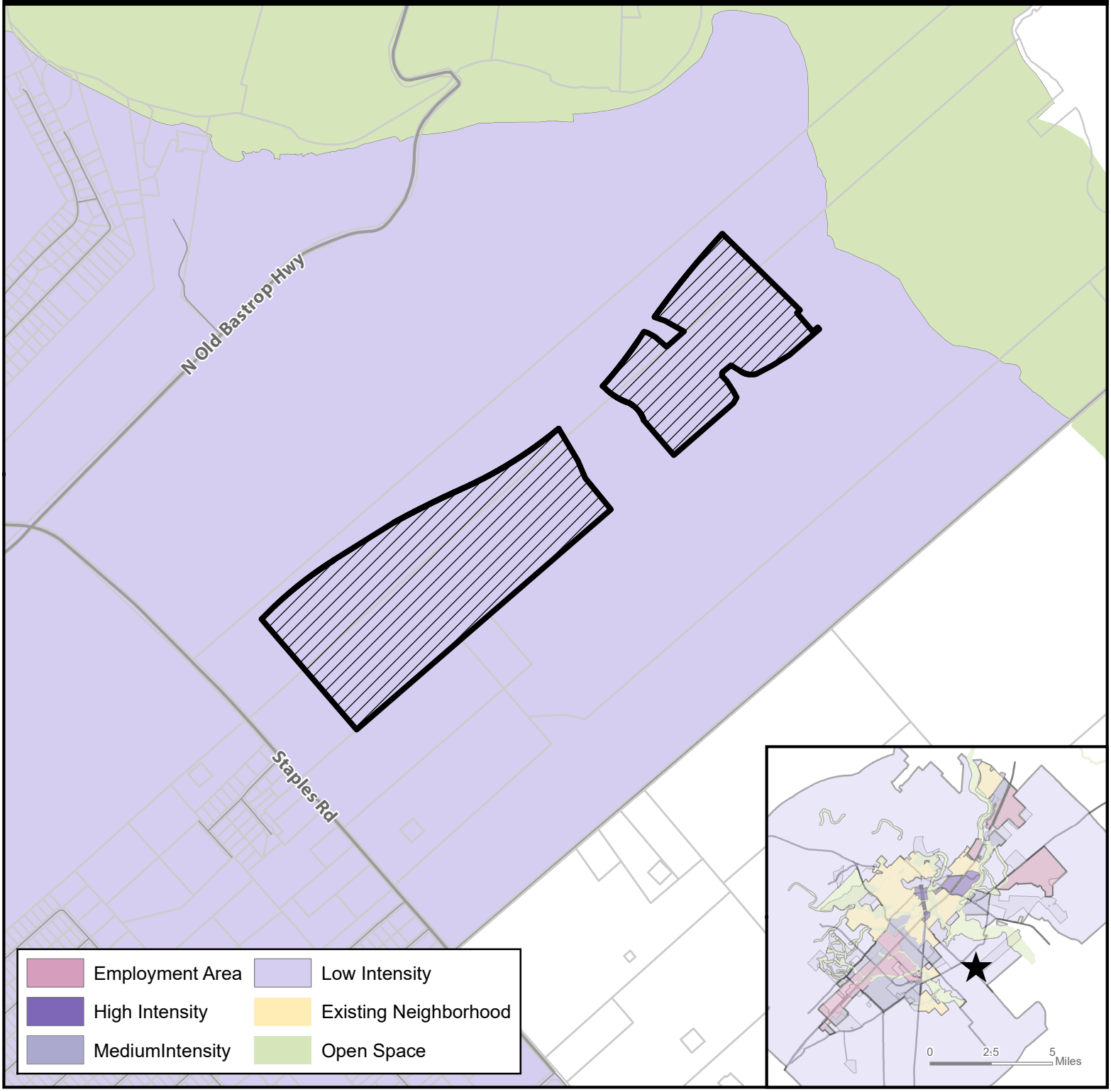
ZC-20-20
Preferred Scenario
Mayan CD-3 Zoning – 2801 Staples Road



Site Location

Subject Property

Parcels

City Limit

N

0 1,000 2,000 4,000 Feet

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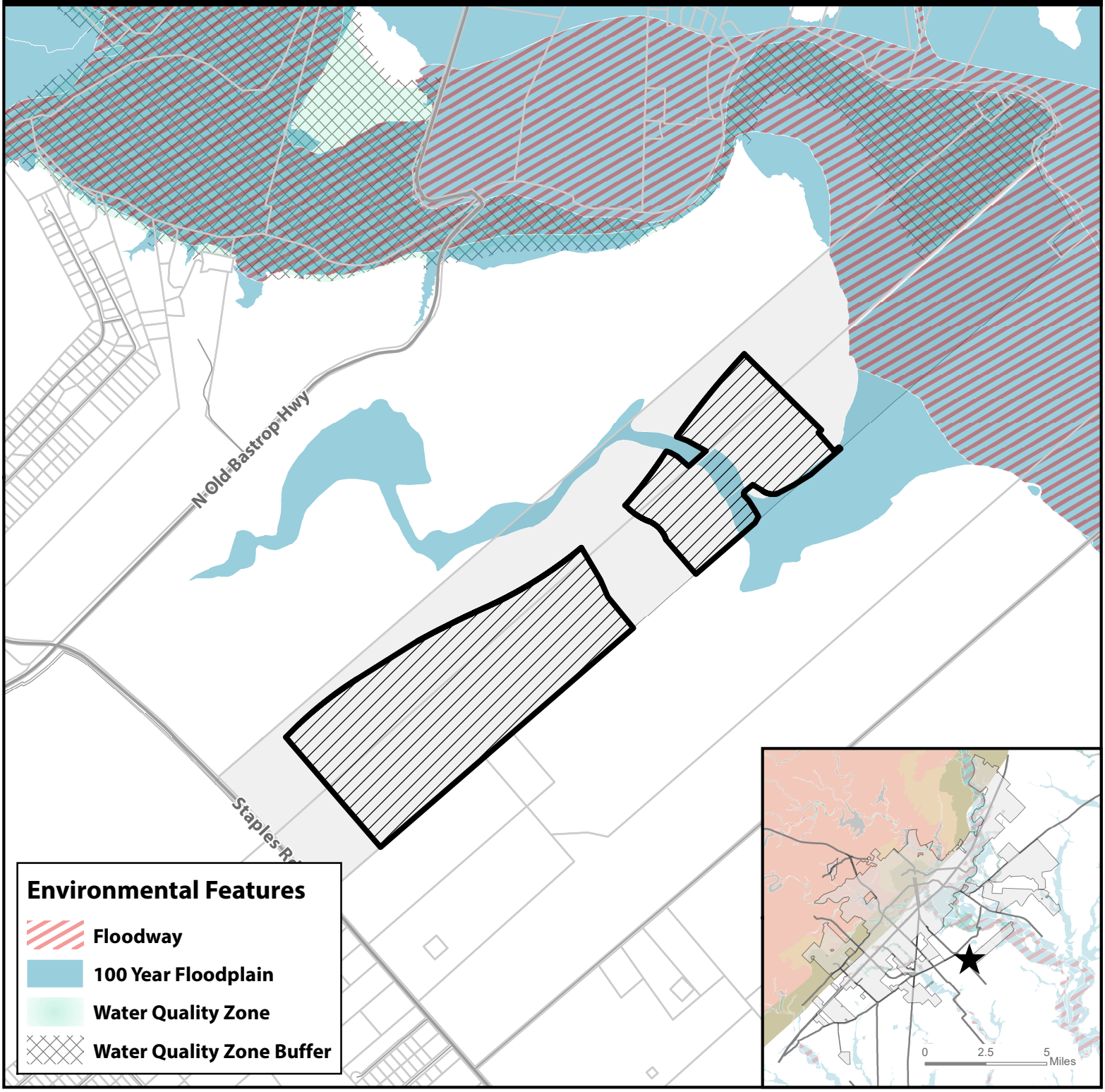
ZC-20-20
Environmental Features
Mayan CD-3 Zoning – 2801 Staples Road



Site Location

Subject Property

Parcels

City Limit

N

0 1,000 2,000 4,000 Feet

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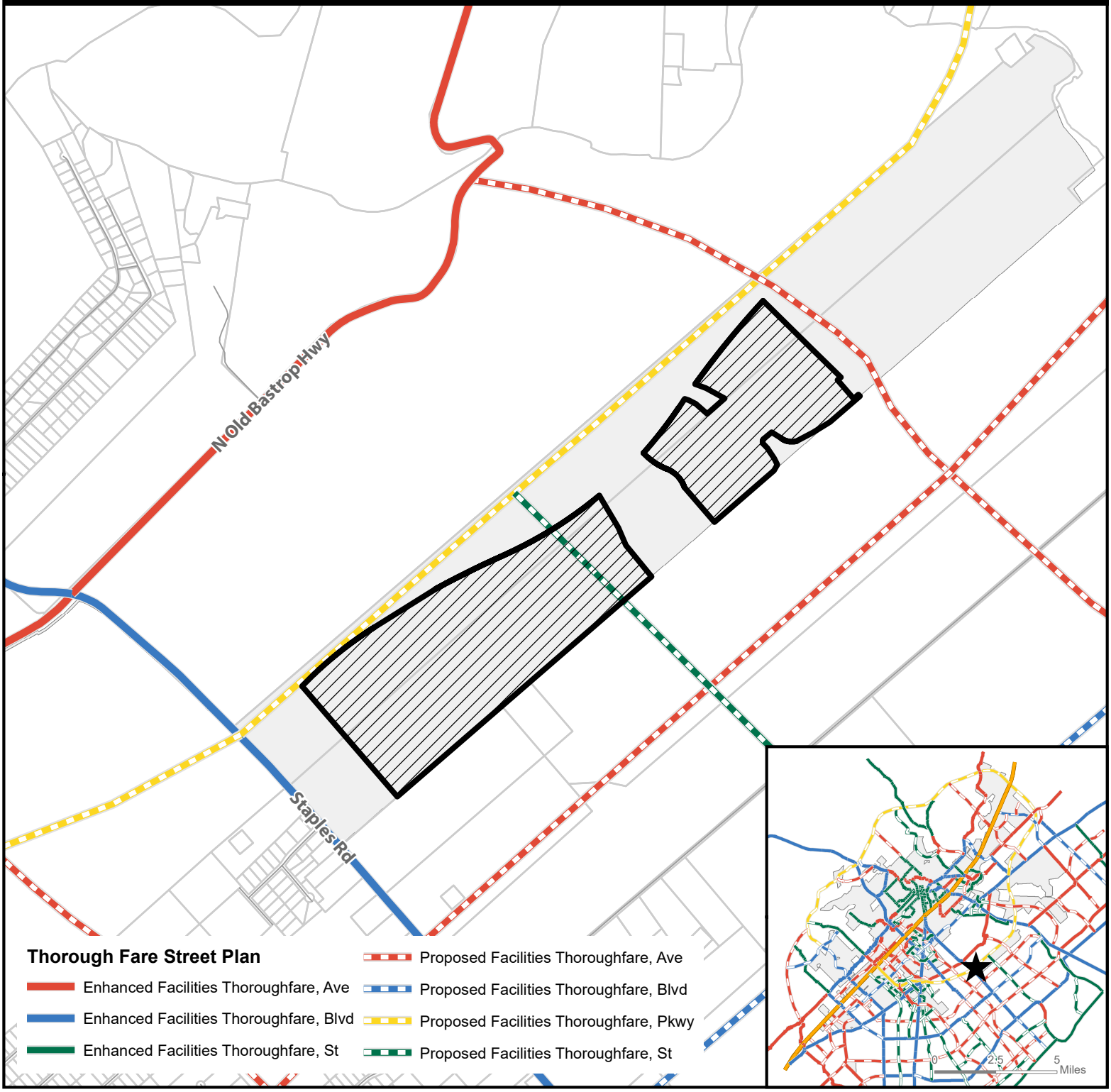
ZC-20-20
Transportation Master Plan
Mayan CD-3 Zoning – 2801 Staples Road



Site Location

Subject Property

Parcels

City Limit

N

0 1,000 2,000 4,000 Feet

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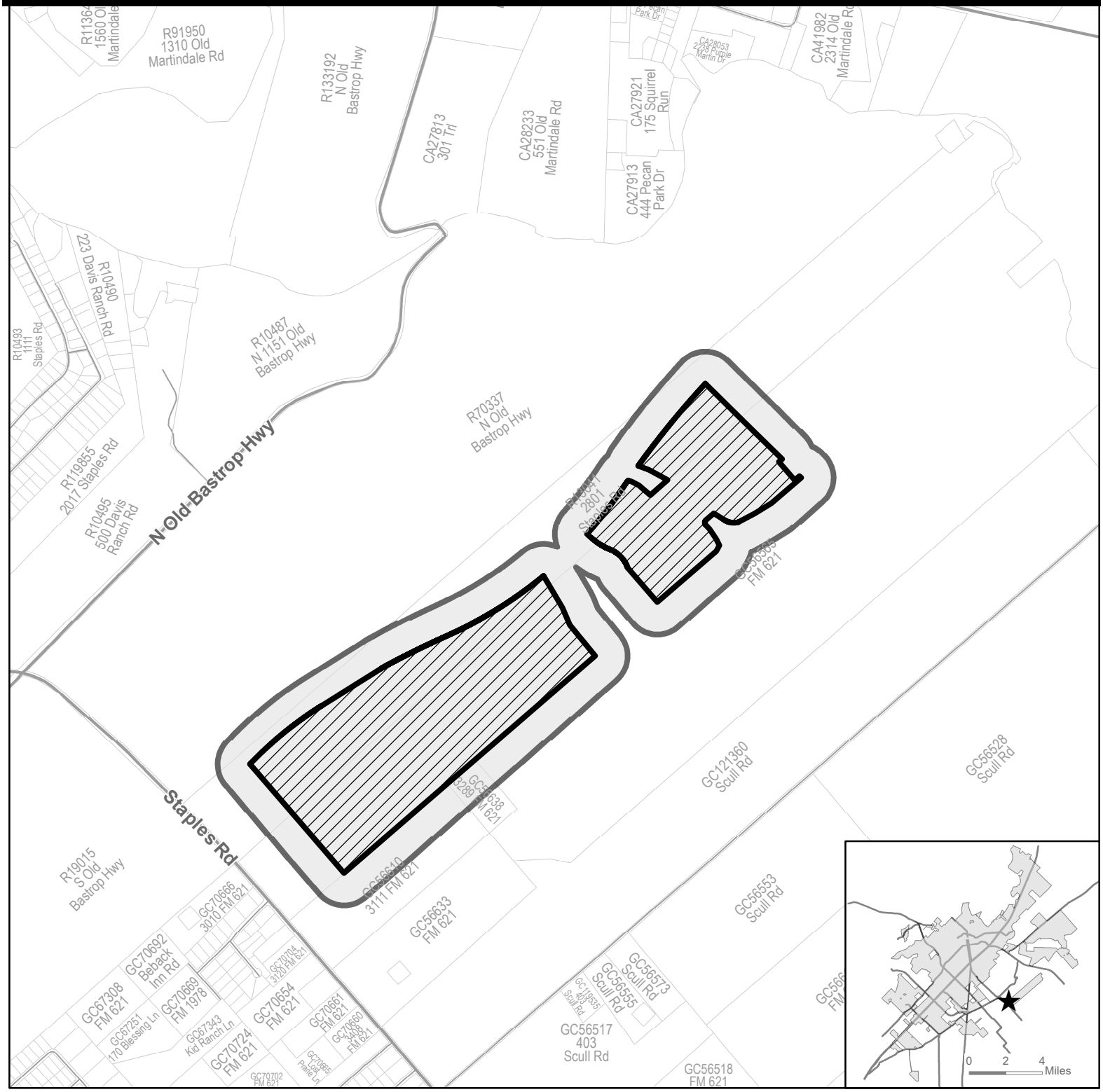
ZC-20-20
400' Notification Buffer
Mayan CD-3 Zoning – 2801 Staples Road



★ **Site Location**

Subject Property

400' Buffer

Parcel

City Limit

N

0 1,000 2,000 4,000 Feet

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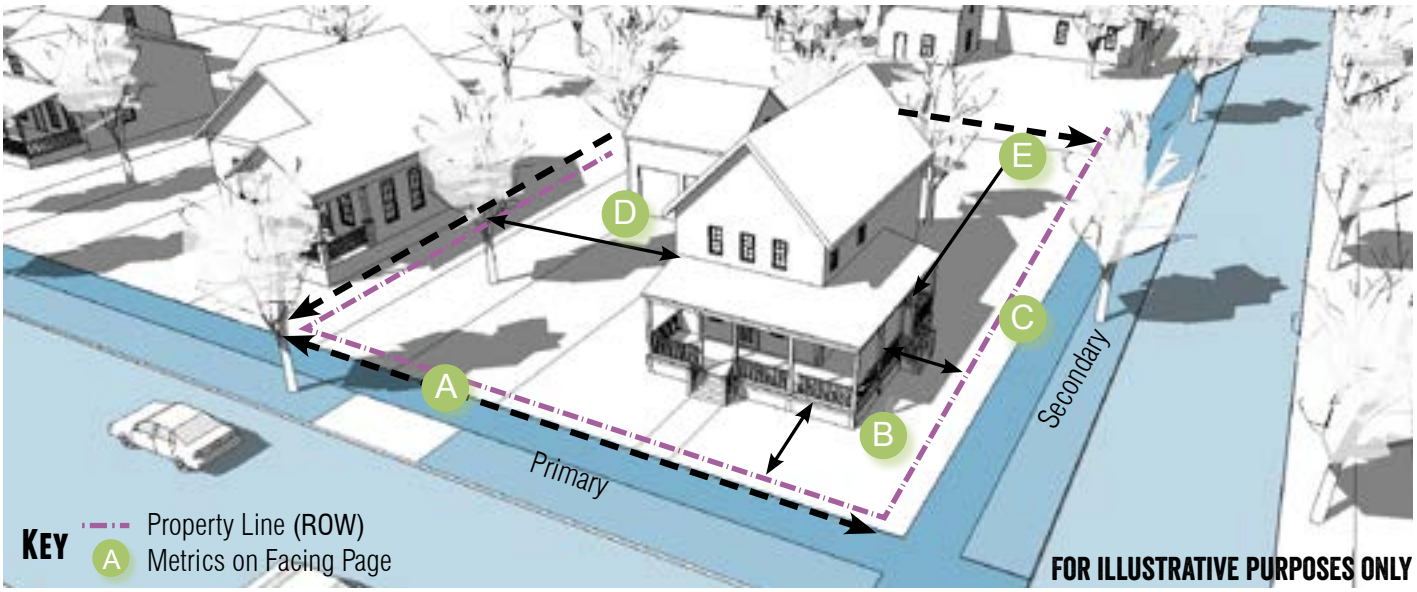
ZC-20-20 Notification List

Owner Name	Owner Address	Owner City	Owner State	Owner Zip
Property Owner	3289 FM 621	San Marcos	TX	78666
Property Owner	2801 Staples RD	San Marcos	TX	78666
Property Owner	3111 FM 621	San Marcos	TX	78666

CD-3

SECTION 4.4.3.3 CHARACTER DISTRICT - 3



General Description

The CD-3 district is primarily intended to accommodate one and two family houses. Uses that would substantially interfere with the residential nature of the district are not allowed.

Density

Impervious Cover	60% max.
Units Per Gross Acre	10 max.

Transportation

Block Perimeter	2,800 ft. max.	Section 3.6.2.1
Streetscape Type	Residential	Section 3.8.1.10

Building Types Allowed

Accessory Dwelling	Section 4.4.6.1
House	Section 4.4.6.2
Cottage	Section 4.4.6.3
Cottage Court	Section 4.4.6.4
Duplex	Section 4.4.6.5
Zero Lot Line House	Section 4.4.6.6
Civic Building	Section 4.4.6.15

Building Standards

Principle Building Height	2 stories max.	35 ft. max.
Accessory Structure Height	N/A	24 ft. max.

Lot

Building Type	Lot Area	Lot Width
House	5,000 sq. ft. min.	50 ft. min.
Cottage	4,000 sq. ft. min.	40 ft. min.
Cottage Court	1,200 sq. ft. min.	20 ft. min.
Duplex	4,000 sq. ft. min.	40 ft. min.
Zero Lot Line House	3,500 sq. ft. min.	30 ft. min.
Civic Building	5,000 sq. ft. min.	50 ft. min.

A

All lots 45 feet or less in width shall take vehicular access from a rear alley except Cottage Courts.

Setbacks - Principal Building

Primary Street	15 ft. min.	B
Secondary Street	10 ft. min.	C
Side	5 ft. min.	D
Rear	15 ft. min.	E
Rear, abutting alley	3 ft. min.	E

Setbacks - Accessory Structure

Primary Street	15 ft. min.
Secondary Street	10 ft. min.
Side	5 ft. min.
Rear	3 ft. min.

Parking Location

Layer (Section 4.3.3.1)	Surface	Garage
First Layer	Not Allowed	Not Allowed
Second Layer	Allowed	Section 7.1.4.1
Third Layer	Allowed	Section 7.1.4.1

Future Development vs. Character District-3

Section 4.2.1.2 Building Types Allowed by District

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

Future Development vs. Character District-3

Section 5.1.1.2 Land Use Matrix

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:* **Character District – 3 (CD-3)**
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-3 District is primarily intended to accommodate one- and two-family houses. Uses that would substantially interfere with the residential nature of the district are not allowed.
Uses	Residential / Agricultural *(See Land Use Matrix)*	Residential *(See Land Use Matrix)*
Parking Location	No location standards	Parking allowed in the Second and Third Layer
Parking Standards	Dependent upon use	2 spaces per dwelling unit
Max Residential Units per acre	0.4 units per acre (max)	10 units per acre (max)
Occupancy Restrictions	N/A	N/A
Landscaping	Tree and shrub requirements	Tree and shrub requirements
Building Height (max)	2 stories	2 stories
Setbacks	50’ minimum front, 20’ side, and 20% of total lot depth measured at point of greatest depth in rear	15-foot front Setback, 5-foot side setback (interior), 10 foot side setback (corner), 15 foot rear set back.
Impervious Cover (max)	30%	60%
Lot Sizes	Minimum 2 acres lot area, Minimum 200 ft lot width	Allows for a minimum lot size of 4,500 square feet
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 35’ on center average, 7’ planting area between sidewalk and street required.
Blocks	No Block Perimeter Required	2,800 ft. Block Perimeter max.

***ZC-20-20 (The Mayan-Character District-3 Zoning) 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 Low 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		**55%**	**29%**	**9%**	**7%**
Constraint by Class					
Cultural	**77%**			**23%**	
Edwards Aquifer	**100%**				
Endangered Species	**100%**				
Floodplains	**96%**			**4%**	
Geological	**100%**				
Slope	**100%**				
Soils	**46%**	**42%**		**12%**	
Vegetation	**100%**				
Watersheds		**14%**	**86%**		
Water Quality Zone	**78%**			**11%**	**11%**

ENVIRONMENT & RESOURCE PROTECTION – Water Quality Model Results

Located in Subwatershed:	**Lower San Marcos River 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 16% increase of impervious cover under the Preferred Scenario of development compared to a 91% increase under the trend scenario. The Plan predicted that the amount of urban land (meaning in City limits and not agriculture or undeveloped) in this watershed would increase from 7% to 9% under the Preferred Scenario of Development as compared to an increase to 14% under the trend scenario. The trend scenario envisioned lower density, single family development South of the San Marcos River while the preferred scenario envisioned medium density development concentrated along the Highway 80 and Highway 21 intersection.**

According to the model, this watershed has a high amount of bacteria loadings based on the amount of cattle per acre and recommends various landscape management methods such as native grasses and shrubs to provide vegetative filter strips and reduce the rate of erosion.

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 the future FM-110 extension and Staples 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 El Camino Real Park which is located approximately 2 miles from the closest property in the proposed development.**					**X**
Wastewater service available? **The developer will be required to extend wastewater service to the development. Wastewater lines will be required throughout the development to service the property.**					**X**
Water service available? **The property is located in Crystal Clear CCN. The developer will be required to extend water service to the development as needed. 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 **Staples Road**	**X**				

Existing Peak LOS	**Staples Road**	**X**				
Preferred Scenario Daily LOS	**Staples Road** **FM-110**			**X**		 **X**
Preferred Scenario Peak LOS	**Staples Road** **FM-110**	**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

7/24/2020 **ZC-20-20**

Notice of Public Hearing
Zoning Change Request
"FD" Future Development to "CD-3" Character District-3
2801 Staples Road

Hold a public hearing and consider a request by Todd Burek, on behalf of The Mayan at San Marcos River LLC, for a zoning change from "FD" Future Development to "CD-3" Character District-3, or such other less intense zoning district classification as the City Council may approve, for approximately 220.023 acres, more or less, out of the William Burnett Jr. Survey, Abstract No. 56 and the Benjamin & Graves Fulcher Survey, Abstract No. 813, Hays County, Texas, and the Benjamin & Graves Fulcher Survey, Abstract No. 21, Guadalupe County, Texas, generally located at 2801 Staples 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, August 11, 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, September 1, 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-20-20.**

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

ZONING CHANGE, OVERLAY OR ESTABLISHMENT OF A HISTORIC DISTRICT/LANDMARK APPLICATION

Updated: October, 2019

CONTACT INFORMATION

Character District 3 Residential

Applicant's Name	Todd Burek	**Property Owner**	Todd Burek
Company	Mayans at San Marcos River, LLC.	**Company**	Mayans at San Marcos River, LLC.
Applicant's Mailing Address	22711 Fossil Peak San Marcos, TX 78216	**Owner's Mailing Address**	22711 Fossil Peak San Marcos, TX 78216
Applicant's Phone #	210-313-3453	**Owner's Phone #**	210-313-3453
Applicant's Email	todd.burek@gmail.com	**Owner's Email**	todd.burek@gmail.com

PROPERTY INFORMATION

Subject Property Address(es): FM 621 San Marcos, TX 78666

Legal Description: **Lot** _____ **Block** _____ **Subdivision** _____

Total Acreage: 220.35 **Tax ID #: R** 25912, R92442, R16386, R151618, R151617, R55712

Preferred Scenario Designation: _____ **Existing Zoning:** Future development

Existing Land Use(s): Agriculture

DESCRIPTION OF REQUEST

Proposed Zoning District(s): Character District 3 CD-3

Proposed Land Uses / Reason for Change: Multi use to include residential, commercial and Multifamily.

Rezone from FD to Character District 3 (CD-3) to allow multi-use residential, multifamily and commercial use.

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, Todd Burek (owner name) on behalf of Mayan at San Marcos River, LLC. (company, if applicable) acknowledge that I/we am/are the rightful owner of the property located at 22711 Fossil Peak San Marcos, TX 78216 (address).

I hereby authorize N/A (agent name) on behalf of N/A (agent company) to file this application for N/A (application type), and, if necessary, to work with the Responsible Official / Department on my behalf throughout the process.

Signature of Owner: _____ Date: _____

Printed Name, Title: _____

Signature of Agent: _____ Date: _____

Printed Name, Title: _____

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.***

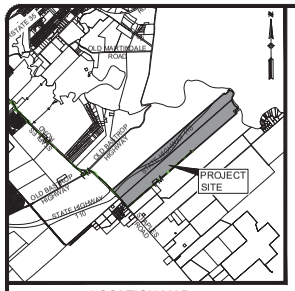
- Personal Notice: if required by code, staff shall mail personal notice in accordance with City Codes and the Texas Local Government Code. ***If, for any reason, more than one notice is required to be mailed it may be at the expense of the applicant. The renotification fee shall be $91 plus a $13 technology 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: Todd Burek Date: 06/29/2020

Print Name: Todd Burek

Form Updated October, 2019



LOCATION MAP
N.T.S.

CURRENT ZONING

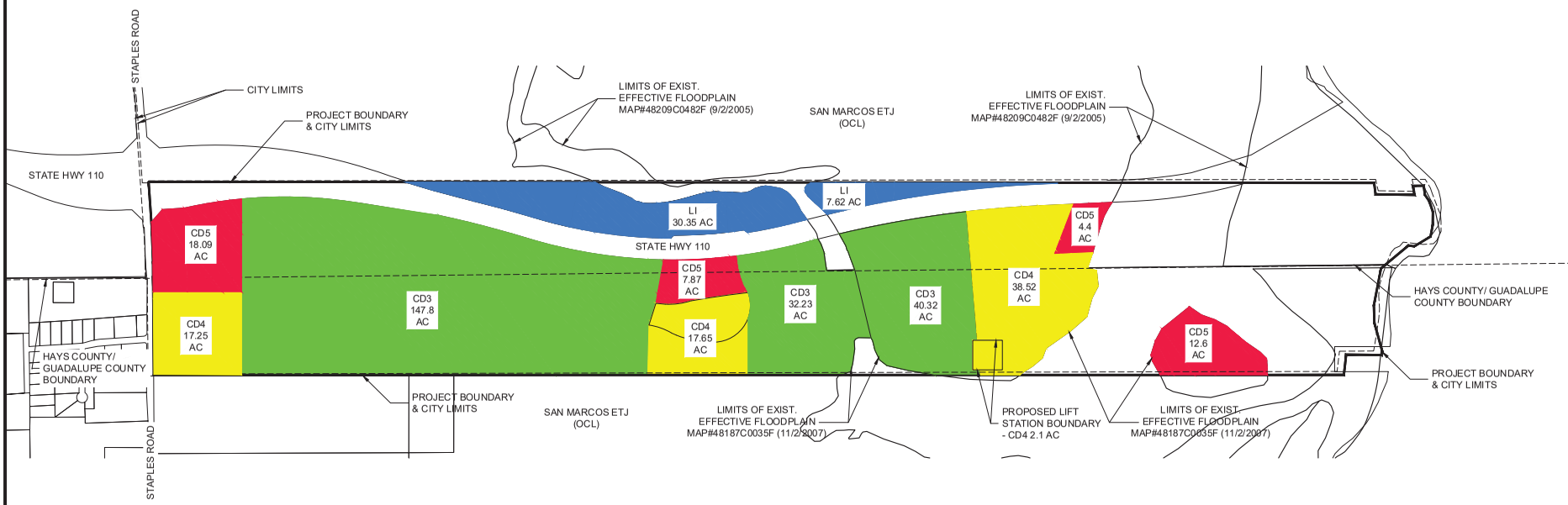
FUTURE DEVELOPMENT (FD)

PROPOSED ZONING

- CHARACTER DISTRICT 3 - RESIDENTIAL (CD3)
- CHARACTER DISTRICT 4 - MULTIFAMILY (CD4)
- CHARACTER DISTRICT 5 - COMMERCIAL (CD5)
- LIGHT INDUSTRIAL (LI)

500 250 0 500 1000

SCALE IN FEET
SCALE: 1"=500'



THE MAYAN
ZONING DEDICATION EXHIBIT

REVISIONS			
NO.	DESCRIPTION	BY	DATE

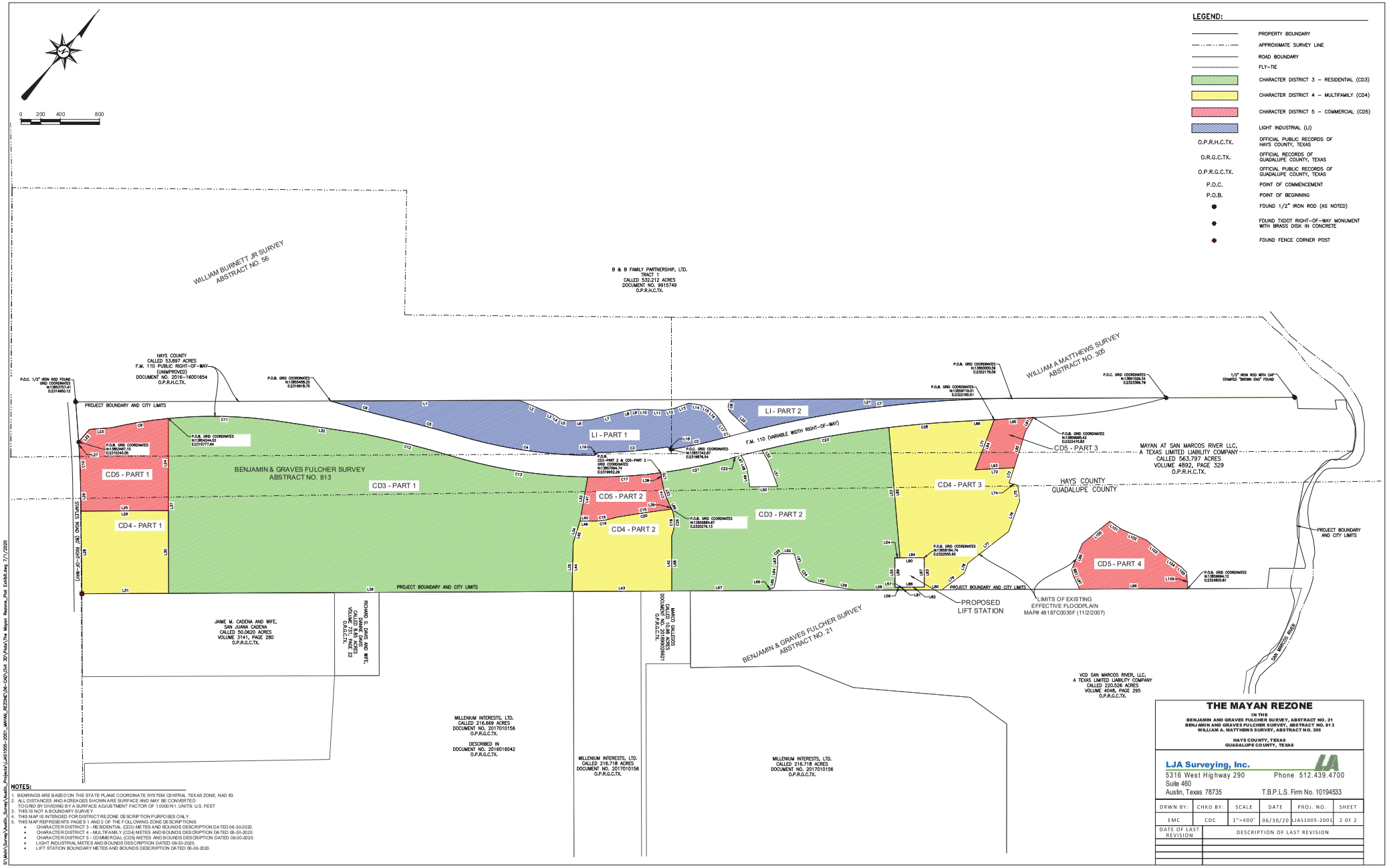
DATE: 04/08/2020
DESIGNED BY:
DRAWN BY: NB
CHECKED BY:
DRAWING NAME: Zoning Exhibit_Revised.dwg

LJA Engineering, Inc.
1100 NE Loop 410
Suite 850
San Antonio, Texas 78209
Phone 210.503.2700
Fax 210.503.2749
TBPE Reg. No. F-1386

JOB NUMBER: SA193-426

SHEET NO. 1
OF 1 SHEETS

I:\SA193 Mayan of San Marcos\SA425 Mayan Subdivision\Civil Site Development Plans\Q96c-Exhibit\Zoning Exhibit_Revised.dwg
User: Nathan Bellah
Last Modified: Jan. 20, 20 - 13:13
Plot Date/Time: Jul. 13, 20 - 10:10:10



NOTES:

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM CENTRAL TEXAS ZONE, NAD 83.
2. ALL DISTANCES AND ACREAGES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.0000741. UNITS: U.S. FEET
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS MAP IS INTENDED FOR DISTRICT REZONE DESCRIPTION PURPOSES ONLY.
5. THIS MAP REPRESENTS PAGES 1 AND 2 OF THE FOLLOWING ZONE DESCRIPTIONS:
   - CHARACTER DISTRICT 3 - RESIDENTIAL (CD3) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - CHARACTER DISTRICT 4 - MULTIFAMILY (CD4) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - CHARACTER DISTRICT 5 - COMMERCIAL (CD5) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - LIGHT INDUSTRIAL METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - LIFT STATION BOUNDARY METES AND BOUNDS DESCRIPTION DATED 06-30-2020.

THE MAYAN REZONE

IN THE
BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 21
BENJAMIN AND GRAVES FULCHER SURVEY, ABSTRACT NO. 813
WILLIAM A. MATTHEWS SURVEY, ABSTRACT NO. 305

HAYS COUNTY, TEXAS
GUADALUPE COUNTY, TEXAS

LJA Surveying, Inc.
5316 West Highway 290
Suite 460
Austin, Texas 78735
Phone 512.439.4700
T.B.P.L.S. Firm No. 10194533

DRWN BY:	CHKD BY:	SCALE	DATE	PROJ. NO.	SHEET
EMC	CDC	1"=400'	06/30/20	LJAS1005-2001	2 OF 2

DATE OF LAST REVISION	DESCRIPTION OF LAST REVISION

S:\Work\Survey\Austin_Survey\Austin_Projects\LJAS1005-2001_MAYAN_REZONE\08-CAD\Civil 3D\Plats\The Mayan Rezone_Plat Exhibit.dwg 7/1/2020

CD3 – PART 1 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L32	N57°54'51"E	870.57'
L33	S30°40'06"E	458.24'
L34	S23°12'13"E	231.61'
L35	S39°20'19"E	496.08'
L36	S49°07'28"W	4114.99'
L37	N40°45'42"W	940.79'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C11	1144.874	4632.000	14°09'42"	N50°50'00"E	1141.96
C12	918.636	10990.000	4°47'21"	N63°37'19"E	918.37
C13	1407.056	5110.000	15°46'36"	N58°07'37"E	1402.62

CD3 – PART 2 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L47	S71°35'49"E	51.89'
L48	S61°21'41"E	97.53'
L49	S48°55'04"E	185.91'
L50	N48°33'29"E	285.39'
L51	N60°57'46"W	260.95'
L52	N70°06'45"W	143.14'
L53	S45°32'31"E	1334.51'
L54	S49°14'18"W	53.37'
L55	S40°45'42"E	300.02'
L56	N49°14'18"E	78.46'
L57	S45°32'31"E	28.55'
L58	S49°07'28"W	485.78'
L59	S58°50'30"W	244.60'
L60	S62°03'42"W	225.66'
L61	N57°53'58"W	130.53'
L62	S50°17'42"W	129.27'
L63	S43°21'28"E	80.86'
L64	S33°11'43"E	149.74'
L65	S27°01'01"E	87.04'
L66	S28°42'09"W	82.91'
L67	S49°07'28"W	965.00'
L68	N40°45'42"W	562.59'
L69	N65°57'47"W	32.38'
L70	N47°59'08"W	77.76'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C21	706.696	5110.000	7°55'26"	N37°53'25"E	706.13
C22	131.124	10990.000	0°41'01"	N34°16'13"E	131.12
C23	1315.483	10990.000	6°51'30"	N39°10'58"E	1314.70
C24	205.267	224.234	52°26'58"	N78°40'09"W	198.17
C25	55.538	49.900	63°46'10"	S10°01'38"W	52.72
C26	278.659	373.627	42°43'57"	N40°13'28"W	272.24
C27	281.618	770.725	20°56'08"	N58°50'07"W	280.05

CD4 – PART 1 LINE TABLE

Line Table		
Line #	Bearing	Length
L28	N41°21'04"W	843.29'
L29	N49°07'28"E	893.28'
L30	S40°45'42"E	843.26'
L31	S49°07'28"W	884.61'

CD4 – PART 2 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L42	S40°45'42"E	562.59'
L43	S49°07'28"W	1016.53'
L44	N39°20'19"W	496.08'
L45	N23°12'13"W	231.61'
L46	N48°11'21"E	97.07'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C18	278.659	373.627	42°43'57"	S40°13'28"E	272.24
C19	268.652	707.273	21°45'48"	N41°34'38"E	267.04
C20	581.181	9855.553	3°22'43"	N41°03'17"E	581.10

CD4 – PART 3 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L71	S19°40'40"E	547.44'
L72	N46°32'15"E	400.03'
L73	S21°47'22"E	163.38'
L74	N64°44'14"E	94.32'
L75	S47°01'56"E	161.57'
L76	S20°30'11"E	331.37'
L77	S11°34'07"W	523.34'
L78	S20°06'04"E	106.23'
L79	S12°14'11"W	286.70'
L80	S49°07'28"W	399.55'
L81	N45°32'31"W	28.55'
L82	N49°14'18"E	221.56'
L83	N40°45'42"W	300.02'
L84	S49°14'18"W	246.65'
L85	N45°32'31"W	1334.51'
L86	N46°24'19"E	350.98'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C28	727.641	10990.000	3°47'37"	N44°30'31"E	727.51

PROPOSED LIFT STATION LINE TABLE

Line Table		
Line #	Bearing	Length
L87	S40°45'42"E	300.02'
L88	S49°14'18"W	221.56'
L89	N40°45'42"W	300.02'
L90	N49°14'18"E	246.65'

LI – PART 1 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L1	N49°10'24"E	1925.25'
L2	N72°05'03"E	299.59'
L3	N74°46'40"E	108.12'
L4	N89°52'45"E	39.44'
L5	N64°09'35"E	90.85'
L6	N46°49'14"E	235.44'
L7	N35°19'08"E	331.75'
L8	N36°08'22"E	90.92'
L9	N43°29'42"E	73.77'
L10	N52°00'06"E	114.50'
L11	N51°18'05"E	158.56'
L12	N38°41'51"E	94.30'
L13	N29°54'36"E	162.95'
L14	N58°37'53"E	158.19'
L15	N78°28'41"E	71.84'
L16	S83°25'51"E	119.32'
L17	S73°02'48"E	223.87'
L18	S85°17'04"W	42.56'
L19	S04°27'07"W	42.56'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	76.169	11210.000	0°23'22"	S34°07'24"W	76.17
C2	542.452	4860.000	6°23'42"	S37°06'24"W	542.17
C3	717.411	4860.000	8°27'28"	S44°52'05"W	716.76
C4	1413.728	4890.000	16°33'52"	S57°44'03"W	1408.81
C5	628.562	11210.000	3°12'46"	S64°24'36"W	628.48
C6	717.466	11052.000	3°43'10"	S64°39'49"W	717.34

LI – PART 2 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L20	N86°54'48"W	263.84'
L21	N49°10'24"E	2834.23'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C7	2697.865	11210.009	13°47'21"	S42°16'42"W	2691.36
C8	178.014	79.177	128°49'06"	N29°37'51"W	142.82

CD5 – PART 1 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L22	N00°07'28"E	169.59'
L23	N45°11'07"E	222.18'
L24	S40°45'42"E	940.79'
L25	S49°07'28"W	893.28'
L26	N41°21'04"W	300.48'
L27	N44°51'11"W	52.82'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C9	589.764	4632.000	7°17'42"	N40°06'18"E	589.37
C10	352.303	5767.278	3°30'00"	N43°06'04"W	352.25

CD5 – PART 2 LINE AND CURVE TABLES

Line Table		
Line #	Bearing	Length
L38	S47°59'08"E	77.76'
L39	S65°57'47"E	32.38'
L40	S48°11'21"W	97.07'
L41	N30°40'06"W	458.24'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C14	281.618	770.725	20°56'08"	S58°50'07"E	280.05
C15	581.181	9855.553	3°22'43"	S41°03'17"W	581.10
C16	268.652	707.273	21°45'48"	S41°34'38"W	267.04
C17	747.962	5110.000	8°23'11"	N46°02'44"E	747.29

CD5 – PART 3 LINE TABLE

Line Table		
Line #	Bearing	Length
L91	S10°39'10"E	165.19'
L92	S23°27'29"E	386.34'
L93	S46°32'15"W	400.03'
L94	N19°40'40"W	547.44'
L95	N46°24'19"E	400.92'

CD5 – PART 4 LINE TABLE

Line Table		
Line #	Bearing	Length
L96	S49°07'28"W	1101.24'
L97	N65°57'58"W	152.79'
L98	N55°05'34"W	63.62'
L99	N18°22'18"W	287.89'
L100	N10°10'40"E	358.74'
L101	N83°26'00"E	146.21'
L102	N72°54'07"E	276.22'
L103	N89°16'20"E	248.87'
L104	N83°43'18"E	191.63'
L105	S85°51'24"E	87.58'
L106	S43°58'55"E	166.76'

NOTES:

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM CENTRAL TEXAS ZONE, NAD 83.
2. ALL DISTANCES AND ACREAGES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.0000741. UNITS: U.S. FEET
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS MAP IS INTENDED FOR DISTRICT REZONE DESCRIPTION PURPOSES ONLY.
5. THIS MAP REPRESENTS PAGES 1 AND 2 OF THE FOLLOWING ZONE DESCRIPTIONS:
   - CHARACTER DISTRICT 3 - RESIDENTIAL (CD3) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - CHARACTER DISTRICT 4 - MULTIFAMILY (CD4) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - CHARACTER DISTRICT 5 - COMMERCIAL (CD5) METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - LIGHT INDUSTRIAL METES AND BOUNDS DESCRIPTION DATED 06-30-2020.
   - LIFT STATION BOUNDARY METES AND BOUNDS DESCRIPTION DATED 06-30-2020.

GORDON N. ANDERSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6617

THE MAYAN REZONE

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DATE OF LAST REVISION	DESCRIPTION OF LAST REVISION

S:\Matt\Survey\Austin_Survey\Austin_Projects\LJAS1005-2001_MAYAN_REZONE\08-CAD\Civil 3D\Plats\The Mayan Rezone_Plat Exhibit.dwg 7/1/2020

CD3 PART 1 - 147.810 ACRES (6,438,604 SQUARE FEET)

BEING A 147.810 ACRE TRACT OF LAND OUT OF THE BENJAMIN & GRAVES FULCHER SURVEY, ABSTRACT NO. 21, SITUATED IN GUADALUPE COUNTY, TEXAS, THE WILLIAM BURNETT JR. SURVEY, ABSTRACT NO. 56 AND THE BENJAMIN & GRAVES FULCHER SURVEY, ABSTRACT NO. 813, SITUATED IN HAYS COUNTY, TEXAS, AND BEING OUT OF A CALLED 563.797 ACRE TRACT OF LAND CONVEYED IN DEED TO THE MAYAN AT SAN MARCOS RIVER, LLC, A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN VOLUME 4892, PAGE 329, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.); SAID 147.810 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST CORNER OF A CALLED 53.897 ACRE TRACT CONVEYED IN DEED TO HAYS COUNTY, RECORDED IN DOCUMENT NO. 2016-16001654, O.P.R.H.C.TX., ON THE NORTHEASTERLY RIGHT-OF-WAY OF STAPLES ROAD (80-FOOT RIGHT-OF-WAY) AND FARM TO MARKET ROAD 110 (F.M. 110) (PUBLIC RIGHT-OF-WAY) (UNIMPROVED) BEING A CALLED 53.897 ACRE TRACT CONVEYED IN DEED TO HAYS COUNTY, RECORDED IN DOCUMENT NO. 201616001654, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), SAME BEING THE SOUTH CORNER OF A CALLED 532.212 ACRE TRACT DESCRIBED AS TRACT 1, CONVEYED IN DEED TO B & B FAMILY PARTNERSHIP, LTD., RECORDED IN DOCUMENT NO. 9915746, O.P.R.H.C.TX., WITH GRID COORDINATES OF N:13853757.83, E: 2314950.70, FROM WHICH POINT A 1/2-INCH IRON ROD FOUND BEARS SOUTH 49 DEGREES 10 MINUTES 24 SECONDS WEST, A DISTANCE OF 0.79 FEET;

THENCE NORTH 59 DEGREES 33 MINUTES 10 SECONDS WEST, A DISTANCE OF 959.30 FEET TO THE **POINT OF BEGINNING** AT THE BEGINNING OF A CURVE TO THE RIGHT, WITH GRID COORDINATES OF N: 13854243.91, E: 2315777.64;

THENCE WITH THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 110 THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1) WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 1,144.87 FEET, A RADIUS OF 4,632.00 FEET, A DELTA ANGLE OF 14 DEGREES 09 MINUTES 42 SECONDS, AND A CHORD THAT BEARS NORTH 50 DEGREES 50 MINUTES 00 SECONDS EAST, A DISTANCE OF 1,141.96 FEET TO A POINT,
2) NORTH 57 DEGREES 54 MINUTES 51 SECONDS EAST, A DISTANCE OF 870.57 FEET TO A POINT AT THE BEGINNING A CURVE TO THE RIGHT,
3) WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 918.64 FEET, A RADIUS OF 10,990.00 FEET, A DELTA ANGLE OF 04 DEGREES 47 MINUTES 21 SECONDS, AND A CHORD THAT BEARS NORTH 63 DEGREES 37 MINUTES 19 SECONDS EAST, A DISTANCE OF 918.37 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT, AND
4) WITH SAID CURVE TO THE LEFT, AN ARC LENGTH OF 1,407.06 FEET, A RADIUS OF 5,110.00 FEET, A DELTA ANGLE OF 15 DEGREES 46 MINUTES 36 SECONDS, AND A CHORD THAT BEARS NORTH 58 DEGREES 07 MINUTES 37 SECONDS EAST, A DISTANCE OF 1,402.62 FEET TO A POINT;

THENCE DEPARTING THE SOUTHEAST LINE OF SAID F.M. 110, OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) SOUTH 30 DEGREES 40 MINUTES 06 SECONDS EAST, A DISTANCE OF 458.24 FEET TO A POINT,
2) SOUTH 23 DEGREES 12 MINUTES 13 SECONDS EAST, A DISTANCE OF 231.61 FEET TO A POINT, AND
3) SOUTH 39 DEGREES 20 MINUTES 19 SECONDS EAST, A DISTANCE OF 496.08 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID 563.797 ACRE TRACT;

THENCE SOUTH 49 DEGREES 07 MINUTES 28 SECONDS WEST, WITH THE SOUTHEAST LINE OF SAID 563.797 ACRE TRACT, A DISTANCE OF 4,114.99 FEET TO A POINT, FROM WHICH A FENCE CORNER POST FOUND FOR THE SOUTH CORNER OF SAID 563.797 ACRE TRACT BEARS SOUTH 49 DEGREES 07 MINUTES 28 SECONDS WEST, A DISTANCE OF 884.61 FEET;

THENCE NORTH 40 DEGREES 45 MINUTES 42 SECONDS WEST, OVER AND ACROSS SAID 563.797 ACRE TRACT, A DISTANCE OF 1,784.05 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 147.810 ACRES OF LAND, MORE OR LESS.

CD3 PART 2 - 72.213 ACRES (3,145,598 SQUARE FEET)

BEING A 72.213 ACRE TRACT OF LAND OUT OF THE BENJAMIN & GRAVES FULCHER SURVEY, ABSTRACT NO. 21, SITUATED IN GUADALUPE COUNTY, TEXAS, THE WILLIAM BURNETT JR. SURVEY, ABSTRACT NO. 56 AND BENJAMIN & GRAVES FULCHER SURVEY, ABSTRACT NO. 813, SITUATED IN HAYS COUNTY, TEXAS, AND BEING OUT OF A CALLED 563.797 ACRE TRACT OF LAND CONVEYED IN DEED TO THE MAYAN AT SAN MARCOS RIVER, LLC, A TEXAS LIMITED LIABILITY COMPANY, RECORDED IN VOLUME 4892, PAGE 329, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.); SAID 72.213 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM A TXDOT RIGHT-OF-WAY MONUMENT WITH BRASS DISK IN CONCRETE FOUND ON THE NORTHWEST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD 110 (F.M. 110) (PUBLIC RIGHT-OF-WAY) (UNIMPROVED) BEING A CALLED 53.897 ACRE TRACT CONVEYED IN DEED TO HAYS COUNTY, RECORDED IN DOCUMENT NO. 2016-16001654, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS (O.P.R.H.C.TX.), WITH GRID COORDINATES OF N:13857342.34, E: 2319876.13;

THENCE SOUTH 17 DEGREES 04 MINUTES 02 SECONDS EAST, A DISTANCE OF 259.04 FEET TO THE **POINT OF BEGINNING** AT THE BEGINNING OF A CURVE TO THE LEFT, WITH GRID COORDINATES OF N: 13857094.72, E: 2319952.15;

THENCE WITH THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 110 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) WITH SAID CURVE TO THE LEFT, AN ARC LENGTH OF 706.70 FEET, A RADIUS OF 5,110.00 FEET, A DELTA ANGLE OF 07 DEGREES 55 MINUTES 26 SECONDS, AND A CHORD THAT BEARS NORTH 37 DEGREES 53 MINUTES 25 SECONDS EAST, A DISTANCE OF 706.13 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT, AND

2) WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 131.12 FEET, A RADIUS OF 10,990.00 FEET, A DELTA ANGLE 00 DEGREES 41 MINUTES 01 SECONDS, AND A CHORD THAT BEARS NORTH 34 DEGREES 16 MINUTES 13 SECONDS EAST, A DISTANCE OF 131.12 FEET TO A POINT;

THENCE DEPARTING THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 110, OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1) SOUTH 71 DEGREES 35 MINUTES 49 SECONDS EAST, A DISTANCE OF 51.89 FEET TO A POINT,
2) SOUTH 61 DEGREES 21 MINUTES 41 SECONDS EAST, A DISTANCE OF 97.53 FEET TO A POINT,
3) SOUTH 48 DEGREES 55 MINUTES 04 SECONDS EAST, A DISTANCE OF 185.91 FEET TO A POINT,
4) NORTH 48 DEGREES 33 MINUTES 29 SECONDS EAST, A DISTANCE OF 285.39 FEET TO A POINT,
5) NORTH 60 DEGREES 57 MINUTES 46 SECONDS WEST, A DISTANCE OF 260.95 FEET TO A POINT, AND
6) NORTH 70 DEGREES 06 MINUTES 45 SECONDS WEST, A DISTANCE OF 143.14 FEET TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 110, AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 1,315.48 FEET, A RADIUS OF 10,990.00 FEET, A DELTA ANGLE OF 06 DEGREES 51 MINUTES 30 SECONDS, AND A CHORD THAT BEARS NORTH 39 DEGREES 10 MINUTES 58 SECONDS EAST, A DISTANCE OF 1,314.70 FEET TO A POINT;

THENCE DEPARTING THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 110, OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING SIX (5) COURSES AND DISTANCES:

1) SOUTH 45 DEGREES 32 MINUTES 31 SECONDS EAST, A DISTANCE OF 1334.51 FEET TO A POINT,
2) SOUTH 49 DEGREES 14 MINUTES 18 SECONDS WEST, A DISTANCE OF 53.37 FEET TO A POINT,
3) SOUTH 40 DEGREES 45 MINUTES 42 SECONDS EAST, A DISTANCE OF 300.02 FEET TO A POINT,
4) NORTH 49 DEGREES 14 MINUTES 18 SECONDS EAST, A DISTANCE OF 78.46 FEET TO A POINT, AND
5) SOUTH 45 DEGREES 32 MINUTES 31 SECONDS EAST, A DISTANCE OF 28.55 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID 563.797 ACRE TRACT;

THENCE SOUTH 49 DEGREES 07 MINUTES 28 SECONDS WEST, WITH THE SOUTHEAST LINE OF SAID 563.797 ACRE TRACT, A DISTANCE OF 485.78 FEET TO A POINT;

THENCE OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING TWELVE (10) COURSES AND DISTANCES:

1) SOUTH 58 DEGREES 50 MINUTES 30 SECONDS WEST, A DISTANCE OF 244.60 FEET TO A POINT,

2) SOUTH 62 DEGREES 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 225.66 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT,
3) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 205.27 FEET, A RADIUS OF 224.23 FEET, A DELTA ANGLE OF 52 DEGREES 26 MINUTES 58 SECONDS, AND A CHORD THAT BEARS NORTH 78 DEGREES 40 MINUTES 09 SECONDS WEST, A DISTANCE OF 198.17 FEET TO A POINT,
4) NORTH 57 DEGREES 53 MINUTES 58 SECONDS WEST, A DISTANCE OF 130.53 FEET TO A POINT,
5) SOUTH 50 DEGREES 17 MINUTES 42 SECONDS WEST, A DISTANCE OF 129.27 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT,
6) WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 55.54 FEET, A RADIUS OF 49.90 FEET, A DELTA ANGLE OF 63 DEGREES 46 MINUTES 10 SECONDS, AND A CHORD THAT BEARS SOUTH 10 DEGREES 01 MINUTES 38 SECONDS WEST, A DISTANCE OF 52.72 FEET TO A POINT,
7) SOUTH 43 DEGREES 21 MINUTES 28 SECONDS EAST, A DISTANCE OF 80.86 FEET TO A POINT,
8) SOUTH 33 DEGREES 11 MINUTES 43 SECONDS EAST, A DISTANCE OF 149.74 FEET TO A POINT,
9) SOUTH 27 DEGREES 01 MINUTES 01 SECONDS EAST, A DISTANCE OF 87.04 FEET TO A POINT, AND
10) SOUTH 28 DEGREES 42 MINUTES 09 SECONDS WEST, A DISTANCE OF 82.91 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID 563.797 ACRE TRACT, FROM WHICH POINT A FENCE CORNER POST FOUND FOR THE SOUTH CORNER OF SAID 563.797 ACRE TRACT BEARS SOUTH 49 DEGREES 07 MINUTES 28 SECONDS, A DISTANCE OF 6,016.13 FEET;

THENCE SOUTH 49 DEGREES 07 MINUTES 28 SECONDS WEST, WITH THE SOUTHEAST LINE OF SAID 563.797 ACRE TRACT, A DISTANCE OF 965.00 FEET TO A POINT;

THENCE OVER AND ACROSS SAID 563.797 ACRE TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) NORTH 40 DEGREES 45 MINUTES 42 SECONDS WEST, A DISTANCE OF 562.59 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT,
2) WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 278.66 FEET, A RADIUS OF 373.63 FEET, A DELTA ANGLE OF 42 DEGREES 43 MINUTES 57 SECONDS, AND A CHORD THAT BEARS NORTH 40 DEGREES 13 MINUTES 28 SECONDS WEST, A DISTANCE OF 272.24 FEET TO A POINT,
3) NORTH 65 DEGREES 57 MINUTES 47 SECONDS WEST, A DISTANCE OF 32.38 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT,
4) WITH SAID CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 281.62 FEET, A RADIUS OF 770.72 FEET, A DELTA ANGLE OF 20 DEGREES 56 MINUTES 08 SECONDS, AND A CHORD THAT BEARS NORTH 58 DEGREES 50 MINUTES 07 SECONDS WEST, A DISTANCE OF 280.05 FEET TO A POINT, AND

5) NORTH 47 DEGREES 59 MINUTES 08 SECONDS WEST, A DISTANCE OF 77.76 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 72.213 ACRES OF LAND, MORE OR LESS.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, South Central Zone, NAD83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.0000741. Units: U.S. Survey Feet.

I hereby certify that this legal description and the accompanying plat of even date represents the facts found during the course of an actual survey made on the ground under my supervision.

06/30/2020

Gordon Anderson, RPLS No. 6617
LJA Surveying, Inc.
5316 Highway 290 West, Suite 460
Austin, Texas 78735
Texas Firm No. 10194533

Legislation Text

File #: Ord. 2020-67, **Version:** 1

AGENDA CAPTION:

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

Meeting date: September 1, 2020

Department: Melissa Neel, Assistant Director of Finance

Amount & Source of Funding

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

Fiscal Note:

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

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

Choose an item.

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☒ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

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

☐ Transportation - Choose an item.

☐ Not Applicable

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

Choose an item.

Background Information:

The City of San Marcos conducts an annual water/wastewater rate study which was reviewed by the Citizen's Utility Advisory Board (CUAB) and staff. The CUAB recommends a 5% adjustment to water rates and a 3% adjustment to wastewater rates for fiscal year 2021. These adjustments will increase the average residential bill by $3.75 per month or $45.00 annually. In addition to the adjustment in fiscal year 2021, the CUAB recommends continuing the practice of implementing small increases annually over the next 2 to 4 years in order to offset a potentially much larger adjustment of 25% to 35% as the debt for the Alliance Regional Water Authority (ARWA) project is issued over several years. The ARWA project will supply San Marcos with an additional 50-year water supply once it is fully implemented.

During a work session council approved the restructure and fee adjustment to Stormwater in FY2021 at 6.5%. The average monthly bill will increase by $0.78 or $9.36 annually.

Resource Recovery rate adjustment has been proposed at 3%. This increase represents an average monthly increase of $0.78 or $9.36 annually.

Total citizen impact is $5.31 monthly, or $63.72 annually (water, wastewater, stormwater, and resource recovery).

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommendation approval of rate increase ordinance.

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ORDINANCE NO. 2020-67

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, INCREASING RATES ESTABLISHED FOR WATER, WHOLESALE WATER, RECLAIMED WATER, WASTEWATER TREATMENT, AND SEWER SURCHARGES; AND INCLUDING PROCEDURAL PROVISIONS

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

SECTION 1. The City of San Marcos rates for water, wholesale water, reclaimed water, wastewater treatment, and sewer surcharges for the fiscal year beginning on October 1, 2020 and ending on September 30, 2021 as shown on Exhibit A, which is attached hereto and incorporated for all purposes, are hereby approved.

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 be effective upon adoption and the new rates will apply to all utility bills issued on and after October 1, 2020.

PASSED AND APPROVED on first reading on September 1, 2020.

PASSED, APPROVED AND ADOPTED on second reading on September 15, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

Approved:

Michael J. Cosentino
City Attorney

Exhibit A
Fiscal Year 2021 Proposed Rate Adjustment
Water / Wastewater Rates

The rate increases listed below will apply to all City of San Marcos water and wastewater customers effective October 1, 2020. These rate increases will provide the revenue to support the system improvement programs.

Inside-City Wastewater Rates

Lifeline Rate	Current	Proposed
Maximum	26.28	27.07

5/8" - 3/4" Water Meter	Current	Proposed
First 2,000 – Minimum	26.28	27.07
Over 2,000	7.58	7.81

1" Water Meter	Current	Proposed
First 4,000 – Minimum	52.48	54.05
Over 4,000	7.58	7.80

1 1/2" Water Meter	Current	Proposed
First 8,000 – Minimum	104.92	108.07
Over 8,000	7.58	7.80

2" Water Meter	Current	Proposed
First 13,000 – Minimum	167.91	172.95
Over 13,000	7.58	7.80

Outside-City Wastewater Rates

Lifeline Rate	Current	Proposed
Maximum	32.84	33.83

5/8" - 3/4" Water Meter	Current	Proposed
First 2,000 – Minimum	32.84	33.83
Over 2,000	9.45	9.74

1" Water Meter	Current	Proposed
First 4,000 – Minimum	65.58	67.55
Over 4,000	9.45	9.74

1 1/2" Water Meter	Current	Proposed
First 8,000 – Minimum	131.15	135.09
Over 8,000	9.45	9.74

2" Water Meter	Current	Proposed
First 13,000 - Minimum	209.88	216.17
Over 13,000	9.45	9.74

* No additional charge is applied to Single-Family residential customers for wastewater volumes in excess of 9000 gallons for the 5/8-3/4", 1", and 1 1/2" water meters.

Sewer Surcharge Rate

COD Concentration (Milligram per Liter)	Current Rate per pound	Proposed Rate per pound
351 to 500	$ 0.103	$ 0.106
501 to 600	$ 0.170	$ 0.175
Over 600	$ 0.345	$ 0.355

Inside-City Water Rates				Outside-City Water Rates			
Lifeline Rate	**Current**	**Proposed**		**Proposed**		**Proposed**	
First 6,000 Minimum	24.32	First 6,000 Minimum	25.54	First 6,000 Minimum	30.41	First 6,000 Minimum	31.93
6,001- 9,000	7.13	6,001- 9,000	7.49	6,001- 9,000	8.91	6,001- 9,000	9.36
9,001 - 12,000	8.16	9,001 - 12,000	8.57	9,001 - 12,000	10.19	9,001 - 12,000	10.70
12,001 - 20,000	9.18	12,001 - 20,000	9.64	12,001 - 20,000	11.46	12,001 - 20,000	12.03
20,001 - 50,000	10.19	20,001 - 50,000	10.70	20,001 - 50,000	12.73	20,001 - 50,000	13.37
Over 50,000	12.22	Over 50,000	12.84	Over 50,000	15.29	Over 50,000	16.06
5/8" - 3/4" Water Meter	**Current**	**Proposed**		**5/8" - 3/4" Water Meter**	**Current**	**Proposed**	
Minimum Charge	24.32	Minimum Charge	25.54	Minimum Charge	30.41	Minimum Charge	31.93
0 - 6,000	4.07	0 - 6,000	4.28	0 - 6,000	5.11	0 - 6,000	5.36
6,001- 9,000	7.13	6,001- 9,000	7.49	6,001- 9,000	8.91	6,001- 9,000	9.36
9,001 - 12,000	8.16	9,001 - 12,000	8.57	9,001 - 12,000	10.19	9,001 - 12,000	10.70
12,001 - 20,000	9.18	12,001 - 20,000	9.64	12,001 - 20,000	11.46	12,001 - 20,000	12.03
20,001 - 50,000	10.19	20,001 - 50,000	10.70	20,001 - 50,000	12.73	20,001 - 50,000	13.37
Over 50,000	12.22	Over 50,000	12.84	Over 50,000	15.29	Over 50,000	16.06
1" Water Meter	**Current**		**Proposed**	**1" Water Meter**	**Current**		**Proposed**
Minimum Charge	60.80	Minimum Charge	63.84	Minimum Charge	76.00	Minimum Charge	79.80
0 - 4000	2.63	0 - 4000	2.76	0 - 4000	3.29	0 - 4000	3.45
4,001 - 10,000	3.16	4,001 - 10,000	3.32	4,001 - 10,000	3.94	4,001 - 10,000	4.13
10,001 - 25,000	7.88	10,001 - 25,000	8.28	10,001 - 25,000	9.86	10,001 - 25,000	10.36
Over 25,000	8.94	Over 25,000	9.38	Over 25,000	11.17	Over 25,000	11.73
1 1/2" Water Meter	**Current**		**Proposed**	**1 1/2" Water Meter**	**Current**		**Proposed**
Minimum Charge	121.60	Minimum Charge	127.68	Minimum Charge	152.00	Minimum Charge	159.60
0 - 8,000	2.63	0 - 8,000	2.76	0 - 8,000	3.29	0 - 8,000	3.45
8,001 - 10,000	3.16	8,001 - 10,000	3.32	8,001 - 10,000	3.94	8,001 - 10,000	4.13
10,001 - 25,000	7.88	10,001 - 25,000	8.28	10,001 - 25,000	9.86	10,001 - 25,000	10.36
Over 25,000	8.94	Over 25,000	9.38	Over 25,000	11.17	Over 25,000	11.73
2" Water Meter	**Current**		**Proposed**	**2" Water Meter**	**Current**		**Proposed**
Minimum Charge	194.55	Minimum Charge	204.28	Minimum Charge	243.19	Minimum Charge	255.35
0 - 13,000	2.63	0 - 13,000	2.76	0 - 13,000	3.29	0 - 13,000	3.45
13,001 - 25,000	7.88	13,001 - 25,000	8.28	13,001 - 25,000	9.86	13,001 - 25,000	10.36
Over 25,000	8.94	Over 25,000	9.38	Over 25,000	11.17	Over 25,000	11.73

Wholesale Water Rate	**Current**	**Proposed**
Rate per 1000 Gal	5.28	5.54

Reclaimed Water	**Current**	**Proposed**
Minimum	328.66	345.09
Rate per 1000 Gal	1.72	1.81

Citizens Utility Advisory Board

Chairperson: *Ms. Heather Baca*
Members: *Ms. Keely Sonlitner, Mr. Paul Jensen, Councilman Mark Rockeymoore (ex-officio)*

August 6, 2020

The Honorable Mayor Jane Hughson and Members of the City Council
630 East Hopkins Street
San Marcos, Texas 78666

RE: Citizens Utility Advisory Board's Utility Rate Adjustment Recommendations

Dear Honorable Mayor Hughson and Members of Council:

The Citizens Utility Advisory Board ("CUAB") received presentations and materials related to the FY2021 budget and rate modeling, including proposed user rate increases in electric, water, and wastewater utility services.

Information was presented at the July 29th, 2020 and August 5th, 2020 CUAB meetings related to user rates for electric, water, and wastewater utility services. CUAB reviewed the rate model presented by City staff and the rate consultant, discussed the proposed FY21 budget, and recommends (i) no general rate increase for electric (ii) a 5% rate adjustment for water service; and (iii) a 3% rate adjustment for wastewater service. The water rate adjustment is consistent with the multi-year plan comprised of small periodic adjustments recommended by CUAB to City Council beginning in FY15. This steady approach benefits City utility customers by ensuring adequate funding levels to recover adequate utility costs, continuing a high level of service delivery, and achieving future water supply security, while minimizing the financial impact on customers.

We sincerely appreciate the opportunity to serve our community and respectfully request you consider adoption of these recommendations.

Sincerely,

San Marcos Citizens Utility Advisory Board

Heather Baca

Keely Sonlitner

Paul Jensen

Councilman Mark Rockeymoore (ex-officio)

Legislation Text

File #: Ord. 2020-68, **Version:** 1

AGENDA CAPTION:

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

Meeting date: September 1, 2020

Department: Finance-Victoria Runkle, Interim Finance Director

Amount & Source of Funding

Funds Required: Click or tap here to enter text.

Account Number: Click or tap here to enter text.

Funds Available: Click or tap here to enter text.

Account Name: Click or tap here to enter text.

Fiscal Note:

Prior Council Action: 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:

Rate modeling for the Resource Recovery Utility indicates the need for rates adjustments to both the single family and multifamily rates for fiscal year 2021. This rate adjustments will fund expenses for the Resource Recovery services provided, educational and public outreach, administration of the program, and provide funding for the future relocation of the Household Hazardous Waste Dropoff Facility.

Adjustments to the monthly rates are as follows:

Single Family Residential-	.78 cent adjustment
Multifamily Recycling-	.23 cent adjustment
Extra Cart-Trash-	.22 cent adjustment
Extra Cart-all others	.22 cent adjustment

Single family customers will see an annual increase of $9.36 in the rates which includes a 65-gal trash cart, 96 -gal recycling cart, 96-gal green waste cart, Green Guy Recycling services, Household Hazardous Waste drop off, brush drop off, downtown trash/recycling public container service, City special events trash, bulky waste pick up and community clean ups. There is an extra $3 per month for a 96-gal trash cart if requested instead of a 65-gal trash cart.

Multifamily recycling customers will see an annual increase of $2.76 in the rate which includes on-site recycling, Green Guy Recycling services, Household Hazardous Waste drop off, downtown trash/recycling public container service, City special events trash, bulky waste pick up and community clean ups.

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.

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ORDINANCE NO. 2020-68

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, AMENDING THE RATES FOR BOTH RESIDENTIAL AND MULTIFAMILY CUSTOMERS OF MUNICIPAL SOLID WASTE PROGRAMS (CURRENTLY KNOWN AS RESOURCE RECOVERY) IN ACCORDANCE WITH SECTION 66.028 OF THE SAN MARCOS CODE OF ORDINANCES; INCLUDING PROCEDURAL PROVISIONS; AND DECLARING AN EFFECTIVE DATE.

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

SECTION 1. In accordance with Section 66.028 of the San Marcos Code of Ordinances, the monthly rates for the collection and disposal of solid waste and recyclable materials are amended in accordance with Exhibit A, which is attached hereto and incorporated for all purposes.

SECTION 2. All ordinances and resolutions or parts of ordinances or resolutions in conflict with this ordinance are repealed.

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 full force if they can be given effect without the invalid provision.

SECTION 4. This ordinance becomes effective upon adoption and the new solid waste rates will be reflected on utility bills on and after October 1, 2020.

PASSED AND APPROVED on first reading on September 1, 2020.

PASSED, APPROVED AND ADOPTED on second reading on September 15, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

Approved:

Michael J. Cosentino
City Attorney

Exhibit A

Solid Waste and Recycling Rates Effective October 1, 2020

Garbage and Recycle Service	2020	2021
Single Family Residential		
65-gal trash cart*	$ 26.09	$ 26.87
96-gal trash cart**	$ 29.09	$ 29.87
Extra 96-gal trash cart	$ 6.85	$ 7.06
Extra 96-gal recycling cart	$ 6.85	$ 7.06
Extra 96-gal green waste cart	$ 6.85	$ 7.06
Extra 30-gal bag tag	$ 6.85	$ 7.06
Multifamily		
Recycling Service***	$ 7.78	$ 8.01

*Rate includes: 65-gal trash cart, 96-gal recycling cart, 96-gal green waste cart, Green Guy Recycling services, Household Hazardous Waste drop off, brush drop off, downtown trash/recycling public container service, City special events trash, and community clean ups

**Rate includes: 96-gal trash cart, 96-gal recycling cart, 96-gal green waste cart, Green Guy Recycling services, Household Hazardous Waste drop off, brush drop off, downtown trash/recycling public container service, City special events trash, and community clean ups

***Rate includes: on-site recycling, Green Guy Recycling services, Household Hazardous Waste drop off, downtown trash/recycling public container service, City special events trash, and community clean ups

Fiscal Year 2021 Proposed Rate Adjustment
Residential and Multifamily Customers of Municipal Solid Waste Programs

Garbage and Recycle Service	2020	2021
Single Family Residential		
65-gal trash cart*	$ 26.09	$ 26.87
96-gal trash cart**	$ 29.09	$ 29.87
Extra 96-gal trash cart	$ 6.85	$ 7.06
Extra 96-gal recycling cart	$ 6.85	$ 7.06
Extra 96-gal green waste cart	$ 6.85	$ 7.06
Extra 30-gal bag tag	$ 6.85	$ 7.06
Multifamily		
Recycling Service***	$ 7.78	$ 8.01

Legislation Text

File #: Ord. 2020-69, **Version:** 1

AGENDA CAPTION:

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

Meeting date: September 1, 2020

Department: Finance-Victoria Runkle, Interim Finance Director

Amount & Source of Funding

Funds Required: Click or tap here to enter text.

Account Number: Click or tap here to enter text.

Funds Available: Click or tap here to enter text.

Account Name: Click or tap here to enter text.

Fiscal Note:

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

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

Stormwater

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

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

☐ Transportation - Choose an item.

☐ Not Applicable

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

Choose an item.

Background Information:

In prior years rate modeling indicated multi-year 15% rate increases were needed to support operating expenses and proposed CIP. There was not a rate increase in FY20 due to the pending outcome of the rate model restructure. During FY20 staff presented City Council restructured rate models with constrained CIP (capital improvement projects) for drainage projects to support a 6.5% rate increase.

A rate adjustment of 6.5% is recommended for FY21.
Residential rates will be adjusted for small lots by $0.34, medium lots by $0.79, and large lots by $4.97 per month. Commercial rates will be adjusted by $0.79 per ERU per month.

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.

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ORDINANCE NO. 2020-583

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS INCREASING DRAINAGE UTILITY RATES AS AUTHORIZED BY SECTION 86.505 OF THE SAN MARCOS CITY CODE; INCLUDING PROCEDURAL PROVISIONS; AND PROVIDING AN EFFECTIVE DATE

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

SECTION 1. The City of San Marcos rates to be charged for the drainage utility fee authorized by Section 86.505 of the City Code for the fiscal year beginning on October 1, 2020 and ending on September 30, 2021 as shown on Exhibit A, attached hereto and incorporated for all purposes, are hereby approved.

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 become effective upon adoption and the new rates will be reflected on all utility bills issued on and after October 1, 2020.

PASSED AND APPROVED on first reading on September 1, 2020.

PASSED, APPROVED AND ADOPTED on second reading on September 15, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

Approved:

Michael J. Cosentino
City Attorney

Exhibit A

Fiscal Year 2021 Proposed Rate Adjustment
Drainage Utility Rate

Residential Rate:			
Current Customer Class	Current	Proposed Customer Class	Proposed 2020-21
Residential Small Lot (0 - 6,000 Sq. Ft)	7.57	Small Residential (0 - 1,980 sq. ft of impervious cover)	7.91
Residential Medium Lot (6,001 - 12,000 Sq. Ft)	12.10	Typical Residential (1,980 – 3,363 Sq. Ft. of impervious cover)	12.89
Residential Large Lot (Greater than 12,000 Sq. Ft)	13.86	Large Residential (Greater than 3,363 Sq. Ft. of impervious cover)	18.83

Commercial Rate:	Current	Proposed Commerical	Proposed 2018-19
	12.10 per ERU	Non-residential properties such as commercial, industrial, retail, government, multi-family with more than 4 units	12.89 per ERU
One ERU for commercial land is determined to be 2,250 square feet of impervious cover.		A non-residential property is billed based on the total amount of impervious cover associated with the non-residential use divided by the ERU value of 2,575 square feet	

Legislation Text

File #: Ord. 2020-70, **Version:** 1

AGENDA CAPTION:

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

Meeting date: September 1, 2020

Department: Melissa Neel, Assistant Finance Director

Amount & Source of Funding

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

Fiscal Note:

Prior Council Action: Visioning Workshop, Budget Policy Workshop, Budget Workshops

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

Choose an item.

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

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

☐ Transportation - Choose an item.

☐ Not Applicable

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

Choose an item.

Background Information:

This year's budget totals $258,714,410 a 8.2% or $19.6M increase from fiscal year 2020. The budget proposes a tax rate of 59.30 cents per $100 valuation. This budget is balanced and meets all criteria set forth in the City's Financial Policy

The City Council held Visioning workshops in January to choose their Strategic Initiatives and a Budget Policy workshop in February to formulate the Budget Policy with adoption in March. The Strategic Initiatives and Budget Policy were used to create the base budget and this, along with City Manager recommended additions, was presented to City Council during workshops in May, June and August.

General Fund user fee adjustment of 2.3% consumer price index for Neighborhood Enhancement, Library, Fire, Police. Parks and Recreation programs and services fee schedule will be effective January 1, 2021.
General Fund additions include:

- $500K to sworn Fire and Police as agreed upon in the FY19 Meet & Confer
- Personnel funding allocation for all non-civil service employees effective Oct. 1st
- EMS annual funding and expansion of service increase of $533K
- Annual contracted services increase
- Economic development incentive and TIRZ payments increase $7.9M
  $5.7M for 75% of sales taxes generated by the Best Buy call center.
- Three Captains and one Firefighter to complete staffing of new station No.6 funded by voter approved bond proceeds
- Planner
- Historic Preservation Officer 100% dedicated with existing staff
- Two Community Enhancement Technicians and Horticultural Specialist funded by Community Enhancement Fee
- HVAC Service Technician
- Financial Analyst

Electric Fund additions include:

- Complex Meter Technician
- Senior Electrical Engineer
- Electrical Engineering Technician
- Utility Financial Analyst
- Contract Services
- Additional vehicles lease and equipment for new positions
- Professional Development
- Bucket Truck

- Transformer and substation test equipment

Water rate adjustment of 5%, Wastewater rate adjustment of 3%, average monthly bill impact $3.75
Water/Wastewater Fund additions include:

- Water Collection Crew Leader
- Conservation Irrigation Inspector
- Contract Services
- Additional vehicle lease for new positions
- SCAD system upgrades and maintenance
- Tilt camera
- Maintenance skid
- Jet/vacuum truck
- Hydro excavator

Stormwater rate adjustment of 6.5%, average monthly bill impact of $0.78
Stormwater Fund additions include:

- Street sweeper
- Dump truck
- Track hoe

Resource Recovery Rate adjustment of 3%, average monthly bill impact $0.78

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 proposed budget

FY 2020-21
PROPOSED BUDGET

September 1, 2020

Agenda

- FY21 Council Budget Policy
- Consolidated Fund Comparison
- Proposed Property Tax Rate
- General Fund
- Enterprise & Other Funds
- CIP
- Timeline

FY21 Council Budget Policy

You asked:	We Delivered:
Maintain fund balance at 25%	*REDUCED TO 20% DUE TO PANDEMIC*
Tax rate not to exceed Voter Approval Rate	*ADOPTED SPECIAL TAXING UNIT CALCULATION of 8% GROWTH*
Zero based budgets for all department operating expenses (non-personnel)	*COMPLETED*
Social services, museums, city hosted events fully funded	*INCLUDED*
Refinance TIRZ #2 Blanco Vista	*IN PROCESS*
Parks & Rec fees effective Sept 1st	*POSTPONED TO JANUARY 1, 2021*
Development Services cost of service study FY20	*POSTPONED TO FY21*
Other fees increased by Consumer Price Index (CPI)	*INCLUDED*

FY21 Council Budget Policy

You asked:	We Delivered:
Municipal Judge at full-time	*COMPLETED*
Merit, COLA, & health insurance adjustments	*FUNDING ALLOCATION PROPOSED INCREASE* *NO HEALTH INSURANCE INCREASE*
EMS expansion of service	*INCLUDED*
Youth services director (Community Action)	*INCLUDED*
CUAB recommended rate adjustments	*INCLUDED*

Consolidated Funds Comparison

The fiscal year 2021 proposed budget totals $258,714,410. The budget is balanced and meets all criteria set forth in the City's Financial Policy.

	FY20 Adopted Budget	FY21 Proposed Budget	Proposed % Change	Proposed $ Change
Revenue	$239.8M	$255.8M	6.6%	$16.0M
Expenditure	$239.1M	$258.7M	8.2%	$19.6M

GENERAL FUND

FY21 Proposed Tax Rate 59.30¢

Tax rate of 59.30¢ is 4.9% higher than the no new revenue tax rate of 56.50¢. The no new revenue tax rate is the rate that effectively generates the same amount of revenue on the same properties as last tax year. Tax rate of 59.30¢ will generate 7.9% more revenue than last year or $2.7M, of that $1.5M was from new property.

Historical Tax Rate Summary

	FY18	FY19	FY20	FY21
Tax Rate per $100	61.39	61.39	61.39	59.30
Total Appraisal	$ 4,577M	$ 5,062M	$ 5,644M	$6,272M
Total Levy	$ 28.1M	$ 31.1M	$ 34.6M	$38.0M
Debt Service %	41.6%	36.8%	33.7%	30.3%
Operations %	58.4%	63.2%	66.3%	69.7%

FY21 Proposed Tax Rate Bill Impact

Home Values	2019 Tax Rate 61.39	Proposed Tax Rate 59.30	Annual Savings	Monthly Savings
$100K	$614	$593	$21	$1.75
$200K	1,228	1,186	42	3.50
$300K	1,842	1,779	63	5.25

By lowering the proposed tax rate the average homeowner ($200K valuation) will save $42 per year on their tax bill .

General Fund Comparison

	FY20 Adopted Budget	FY21 Proposed Budget	Proposed % Change	Proposed $ Change
Revenue	$86.3M	$91.1M	5.5%	$4.8M
Expenditure	87.8M	93.9M	6.9%	6.1M
Fund Balance	18.0M	16.1M	-10.5%	-1.9M

Summary of What is Included in this Budget

General Fund includes:

- User Fee adjustment of 2.3% consumer price index (CPI increase from prior year)
  - Effective October 1, 2020: Neighborhood Enhancement, Library, Fire, Police.
  - Effective January 1, 2021: Parks and Recreation programs and services
- $500K to sworn Fire and Police as agreed upon in the FY19 Meet & Confer
- $700K allocation for all non-civil service employees effective Oct. 1st
- Additional Planner in Development Services allows for dedicated Historic Preservation Officer with existing staff

General Fund Summary

Summary	FY19 Actual	FY20 Estimated	FY21 Proposed
Revenue	$80.8M	$90.9M	$91.1M
Total Expenditures	$79.7M	$88.8M	$93.9M
Fund Balance	$17.2M	$19.3M	$16.1M
Fund Balance %	25.9%	28.2%	21.4%

ENTERPRISE FUNDS

Electric Fund Summary

	FY19 Actual	FY20 Estimated	FY21 Proposed
Revenue	$58.8M	$62.3M	$63.1M
Expenses	59.5M	62.5M	63.6M
Ending Fund Balance	10.9M	10.0M	9.5M
Debt Coverage	1.28	1.18	1.20
Ending Balance in Days of Operation	55	64	61

Water/Wastewater Fund Summary

	FY19 Actual	FY20 Estimated	FY21 Proposed
Revenue	$40.8M	$46.0M	$50.7M
Expenses	40.5M	45.3M	50.9M
Ending Fund Balance	13.2M	11.1M	10.9M
Weather Stabilization Reserve	2.8M	2.9M	3.7M
Debt Coverage	1.28	1.3	1. 6
Proposed Rate Adjustment	5% W 3% WW	5% W 3% WW	5% W 3% WW

Rate adjustment average monthly bill impact $3.75

Stormwater Fund Summary

	FY19 Actual	FY20 Estimated	FY21 Proposed
Revenue	$5.7M	$6.0M	$7.2M
Expenses	5.1M	6.6M	7.3M
Ending Fund Balance	1.6M	1.5M	1.9M
Fund Balance %	32.8%	23.9%	26.6%
Use of Cash Reserves		500K	500K

Recommended rate adjustment of 6.5% resulting in an average monthly bill impact of $0.78

Resource Recovery Fund Summary

	FY19 Actual	FY20 Estimated	FY21 Proposed
Revenue	$4.6M	$4.8M	$5.0M
Expenses	4.4M	4.7M	5.1M
Ending Fund Balance	1.7M	1.7M	1.6M

Recommended rate adjustment for Solid Waste and Recycling of 3% resulting in an average monthly bill impact $0.78

Transit Fund Summary

	FY19 Actual	FY20 Estimated	FY21 Proposed
Revenue	$0.7M	$2.1M	$2.7M
Expenses	0.6M	1.9M	2.8M
Ending Fund Balance	0.1M	0.3M	0.1M

- Revenues include: CARES Act funding FY20 $1.3M, FY21 $2.5M
- FY21 Expenditures include: Increase in contract services $840K, indirect cost allocation $56K

Airport Fund Summary

	FY19 Actual	FY20 Estimated	FY21 Proposed
Revenue	$554K	$636K	$561K
Expenses	578K	548K	620K
Ending Fund Balance	0K	88K	29K

- FY20 Revenues include: $116K CARES Act funding
- FY21 Expenditures include: Increase in contract services $9.3K, indirect cost allocation $69K offset by reduction of Other Charges

SPECIAL REVENUE FUNDS

Hotel Occupancy Tax Fund Summary

Summary	FY19 Actual	FY20 Estimated	FY21 Proposed
Revenue	$4.2M	$2.6M	$3.0M
Total Expenditures	3.5M	3.0M	3.3M
Fund Balance	640K	530K	454K
Fund Balance %	31.8%	26.0%	20.3%
Use of Cash Reserves		200K	200K

CAPITAL IMPROVEMENT PROJECTS

FY 21 Recommended CIP Totals

FY21 CIP	Original CIP	Revised CIP	Difference
General Fund:	$6,239,000	$4,485,000	-$1,754,000
Water Fund:	$44,526,575	$44,681,575	$155,000
Wastewater Fund:	$9,534,000	$10,874,000	$1,340,000
Stormwater Fund*:	$9,560,000	$9,720,000	$160,000
Electric Fund:	$10,065,421	$10,460,421	$395,000

* Reflects Council direction from June 30th workshop on stormwater rate

Budget Timeline

- **Sept 1st**
  - 1st reading of tax rate ordinance
  - 1st public hearing and reading of proposed budget, CIP, and utility rates
- **Sept 15th**
  - Public hearing on tax rate
  - 2nd public hearing on proposed budget, CIP, and utility rates
  - Vote to adopt budget, ratify tax roll, set tax rate

ORDINANCE NO. 2020-485

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, ADOPTING A BUDGET IN THE AMOUNT OF $258,714,410 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; AUTHORIZING CERTAIN ADJUSTMENTS TO THE BUDGET WITH THE APPROVAL OF THE CITY MANAGER; ADOPTING A FEE SCHEDULE; APPROVING FISCAL YEAR 2020-2021 CAPITAL IMPROVEMENTS PROGRAM PROJECTS; INCLUDING PROCEDURAL PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

1. The City Charter provides for the City Council to set the time and place of a public hearing on the proposed annual budget for the City, and to cause notice of the hearing and a summary of the budget to be published in a newspaper of general circulation in the City.

2. The City Council set September 1, 2020 and September 15, 2019 as the dates for the public hearings on the budget and directed the staff to publish notice of the public hearings and a budget summary for the City's proposed budget for fiscal year 2020-2021.

3. Notice of the public hearings and budget summary were published in a newspaper of general circulation in the City on August 23, 2020.

4. Two public hearings on the City's proposed budget for fiscal year 2020-2021 were held on September 1, 2020 and September 15, 2021 and all interested persons were given an opportunity at the hearings to be heard for or against any item or the amount of any item contained in the budget.

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

SECTION 1. The City of San Marcos 2020-2021 Annual Budget in the amount of $258,714,410 is approved and adopted for the fiscal year beginning October 1, 2020 and ending September 30, 2021. A copy of the approved budget shall be kept on file in the office of the City Clerk.

SECTION 2. The amount shown in the City of San Marcos 2020-2021 Annual Budget is necessary to provide for a sinking fund for the payment of the principal and interest and the retirement of the bonded debt of the City and is appropriated for that purpose.

SECTION 3. The City Manager is authorized to make the following adjustments to the 2020-2021 Annual Budget without further approval from the City Council:

(a) Transfers of funds among the accounts within each department;

(b) Transfers of funds within an operating fund;

(c) Transfers of funds for construction projects and equipment purchases from operating accounts to Capital Improvements Program accounts;

(d) Reclassification of positions within each department; and

(e) Decreases in operating accounts in response to decreases in City revenues or other circumstances, where the decreases do not result in a transfer of funds to another account.

SECTION 4. All projects for Fiscal Year 2020-2021 described in the Capital Improvements Program section of the 2020-2021 Annual Budget are approved at the cost level indicated, subject to the availability of funding of project costs from the funding source(s) identified for each project.

SECTION 5. The Annual Program of Services for the Hotel Occupancy Tax Fund in the 2020-2021 Annual Budget is approved as the City's promotional program to attract tourists and convention registrants to the City through:

(a) The promotion of sports and ecological activities that promote tourism in the City;

(b) The operation of the Main Street Program to encourage tourists and convention registrants to visit the Downtown Historical District;

(c) The funding of art-related programs that promote tourism in the City;

(d) The dedication of funding for a conference center constructed by the City;

(e) One or more cost-sharing contracts for advertising program services with private firms to attract visitors to the City; and

(f) The operation of the Convention and Visitors Bureau and related advertising and promotion of the City to attract visitors to the City.

SECTION 6. Any surplus hotel occupancy tax funds at the end of the 2020-2021 fiscal year shall be deposited in the City Conference Center Debt Reserve Fund.

SECTION 7. The City Council approves the Authorized Personnel Schedule attached as Exhibit A.

SECTION 8. The City Council approves the Fee Schedule attached as Exhibit B.

SECTION 9. 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 10. All ordinances and resolutions or parts of ordinances or resolutions in conflict with this ordinance are repealed.

SECTION 11. This ordinance shall become effective upon adoption.

PASSED AND APPROVED ON FIRST READING on September 1, 2020.

PASSED, APPROVED AND ADOPTED on September 15, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
City Clerk

Approved:

Michael J. Cosentino
City Attorney

Neighborhood Enhancement
Schedule of Fees

Description	Adopted Fee FY20	Proposed Fee FY 21
Neighborhood Enhancement - Animal Shelter		
Impound Fees		
First Impoundment	$22.00	$23.00
Second Impoundment	$42.00	$43.00
Third + Impoundment	$84.00	$86.00
Unsterilized Pet Fee	$16.00	$17.00
Kennel Vaccination	$16.00	$17.00
Rabies Vaccination	$11.00	$12.00
Microchip Fee	$22.00	$23.00
Kennel Fee	$11.00	$12.00
Quarantine Fee	$13.00	$14.00
Rabies Test Submittal	$42.00	$43.00
Adoption Fees		
Dog/Cat	$94.00	$97.00
Ferret	$47.00	$49.00
Snall Animal	$22.00	$23.00
Registration Fee		
Sterilized Pet	$6.00	$7.00
Unsterilized Pet	$27.00	$28.00
Volunteer Program	$16.00	$17.00
Drop off Out of Coverage - Individual	$47.00	$49.00
Drop off Out of Coverage - Litter 3 month or less	$78.00	$80.00
Owner Requested Euthanasia and Disposal		
Small (less than 25 lbs)	$16.00	$17.00
Medium (25 - 50 lbs)	$27.00	$28.00
Large (51 - 100 lbs)	$37.00	$38.00
X-Large (101 lbs +)	$47.00	$49.00
Disposal Fee	$16.00	$17.00
Commerical Kennel Fee		
1 - 10 Animals	$120.00	$123.00
11 - 20 Animals	$172.00	$176.00

Neighborhood Enhancement
Schedule of Fees

> 20 Animals	$328.00	$336.00
Commerical Animal Dealer Permit		
1 - 10 Animals	$120.00	$123.00
11 - 20 Animals	$172.00	$176.00
> 20 Animals	$328.00	$336.00
Other Fees		
Grooming Facility	$68.00	$70.00
Animal Exhibition Permit	$120.00	$123.00
Multi-Permit Fee	$42.00	$43.00
Responsible Ownership Program	$68.00	$70.00

Neighborhood Enhancement - Solid Waste

	Adopted Fee FY10	Proposed Fee FY 21
Solid Waste Hauler	5% of Gross Sales	7% of Gross Sales

Environmental Health

Schedule of Permit Fees and Misc. Fees

Description	Adopted Fee FY20	Proposed Fee FY 21
Neighborhood Enhanacment - Environmental Health		
Fixed Food Establishment (1-5 Employees)	$313.00	$321.00
Fixed Food Establishment (6-19 Employees)	$521.00	$533.00
Fixed Food Establishment (20 or more employees)	$781.00	$799.00
Temporary Food Establishment (up to 14 consecutive days)	$53.00	$55.00
Farmers Market Vendor	$105.00	$108.00
Mobile Food Unit	$209.00	$214.00
Re-Inspection Fee	$105.00	$108.00
Plan Review (new or remodel)	50 percent of permit fee	50 percent of permit fee
Central Preparation Facility (Proposed)	$52.00	$54.00
Seasonal Food Establishment (Proposed, up to 270 days)	$105.00	$108.00
Onsite Sewage Facility Single Residence	$261.00	$268.00
Onsite Sewage Facility Non-Residential	$521.00	$533.00
Onsite Sewage Facility Plan Review Residential	$105.00	$108.00
Onsite Sewage Facility Plan Review Non-Residential	$156.00	$160.00
Onsite Sewage Facility Inspection Existing Facility	$131.00	$135.00
Onsite Sewage Facility Re-Inspection Trip Charge	$53.00	$55.00
Daycare Inspection	$105.00	$108.00
Foster Home Inspection	NO FEE	NO FEE
Adult Care Facilities	$105.00	$108.00

Library
Schedule of Fees

Description	Adopted Fee FY20	Proposed Fee FY 21	Unit of Measure
Public Library			
Non-Resident Limited Service Card	$10.75	$11.00	/three months
Non-Resident Full Service SeasonalCard	$27.00	$28.00	/three months
Non-Resident Full Service AnnualCard	$54.00	$56.00	per yr.
Replacement Card Fee	$2.50	$3.00	per card
Lost Item Processing Fee	$8.00	$8.00	per item
Maximum Overdue Fine	$10.75	$11.00	per item
Test Proctoring Fee	$16.50	$17.00	per test
Interlibrary Loan Postage Fee	$4.00	$4.50	per book

Police Department
Schedule of Fees

Sub Group	Description	Adopted Fee FY20	Proposed Fee FY 21
Police Department			
San Marcos Police Department	Residential Alarm Permit Fee	$27.00	$28.00
San Marcos Police Department	Commercial Alarm Permit Fee	$54.00	$56.00
False Alarm	Alarms 4-5	$54.00	$56.00
False Alarm	Alarms 6-7	$81.00	$83.00
False Alarm	Alarms 8+	$108.00	$111.00
Soliciation Permit		$11.00	$12.00
Records	Fingerprints	$11.00	$12.00
Reports	Accident	$7.00	$8.00
Reports	Public Info of CFS	$6.00	$7.00
Reports	Certified Copies	$6.00	$7.00

Fire Department

Schedule of Permit Fees and Misc. Fees

Permits (Construction & Operational)		
Permit Description	**Adopted Fee FY 20**	**Proposed Fee FY 21**
Automatic Fire Extinguishing Systems		
1. New Install	Actual cost of 3rd party plan review + $78 fee for inspection (up to 200 heads) $0.25 per head over 200 for inspection	Actual cost of 3rd party plan review + $80 fee for inspection (up to 200 heads) $0.25 per head over 200 for inspection
2. Modification to Existing System		
a. Less than 20 heads	$52-Only Scope of Work Required	$54-Only Scope of Work Required
b. 20 or more heads, modifications alterations/modifications to the system risers, and/or special applications (i.e. water curtains).	Actual cost of 3rd party plan review + $52 fee for inspection (up to 100 heads) $0.25 per head over 100 for inspection	Actual cost of 3rd party plan review + $54 fee for inspection (up to 100 heads) $0.25 per head over 100 for inspection
3. Kitchen Hood & Duct	1st page: $155, each additional page $103	1st page: $155, each additional page $105
4. Special Hazard (clean agent, dry chem, etc.)	Actual cost of 3rd party plan review + $52 fee for inspection(s)	Actual cost of 3rd party plan review + $54 fee for inspection(s)
Battery System		
New Install & modifications	Actual cost of 3rd party plan review + $52 fee for inspection(s)	Actual cost of 3rd party plan review + $54 fee for inspection(s)
Carbon Dioxide Systems (beverage dispending)		
New Install & modifications	Actual cost of 3rd party plan review + $52 fee for inspection(s)	Actual cost of 3rd party plan review + $54 fee for inspection(s)
Compressed Gases		
New Install & modifications	Actual cost of 3rd party plan review + $52 fee for inspection(s)	Actual cost of 3rd party plan review + $54 fee for inspection(s)
Cryogenic Fluids		
New Install & modifications	Actual cost of 3rd party plan review + $52 fee for inspection(s)	Actual cost of 3rd party plan review + $54 fee for inspection(s)
Electronic Access Control Systems		
New Install & modifications	1st page: $155, each additional page $103	1st page: $155, each additional page $105
Emergency Responder Radio Coverage System		
New Install & modifications	Actual cost of 3rd party plan review	Actual cost of 3rd party plan review
Fire Alarm and Detection Systems and related equipment		
1. New Install	Actual cost of 3rd party plan review + $103 fee for inspection (up to 200 initiating devices) $0.25 per initiating device over 200 for inspection fee	Actual cost of 3rd party plan review + $105 fee for inspection (up to 200 initiating devices) $0.25 per initiating device over 200 for inspection fee
2. Modification to Existing System		
a. Less than 20 devices	1st page: $155, each additional page $103	1st page: $155, each additional page $105
b. 20 or more devices	Actual cost of 3rd party plan review+ $52 fee for inspection (up to 100 initiating devices) $0.25 per device over 100 for inspection fee	Actual cost of 3rd party plan review+ $54 fee for inspection (up to 100 initiating devices) $0.25 per device over 100 for inspection fee
c. Panel Replacement	1st page: $155, each additional page $103	1st page: $155, each additional page $105
d. Minor notification device modifications (such as adding horn/strobe for fire sprinkler monitoring or expanded notification coverage with less than 10 devices added)	$52-Only Scope of Work Required	$54-Only Scope of Work Required
Fire Pump and related equipment		
New Install & modifications	Actual cost of 3rd party plan review+ $52 fee for inspection(s)	Actual cost of 3rd party plan review + $54 fee for inspection(s)

Fire Department
Schedule of Permit Fees and Misc. Fees

Permit Description	Adopted Fee FY 20	Proposed Fee FY 21
Fireworks		
1. Fireworks -Outdoor	$206	$208
2. Fireworks/Pyro – Proximate Audience	$206	$208
Flammable and Combustible Liquids		
New Install & modifications	Actual cost of 3rd party plan review+ $52 fee for inspection(s)	Actual cost of 3rd party plan review + $54 fee for inspection(s)
Gates and barricades across fire apparatus access roads		
New Install & modifications	No Fee	No Fee
Hazardous Materials		
New Install & modifications	Actual cost of 3rd party plan review+ $52 fee for inspection(s)	Actual cost of 3rd party plan review + $54 fee for inspection(s)
High-Piled Storage		
New Install & modifications	Actual cost of 3rd party plan review+ $52 fee for inspection(s)	Actual cost of 3rd party plan review + $54 fee for inspection(s)
Industrial Ovens		
New Install & modifications	Actual cost of 3rd party plan review+ $52 fee for inspection(s)	Actual cost of 3rd party plan review + $54 fee for inspection(s)
LP-gas		
New Install & modifications	No Fee	No Fee
Model Rocketry		
Per Event	No Fee	No Fee
Private Fire Hydrants		
New Install & modifications	Actual cost of 3rd party plan review	Actual cost of 3rd party plan review
Smoke Control or Smoke Exhaust Systems		
New Install & modifications	Actual cost of 3rd party plan review+ $52 fee for inspection(s)	Actual cost of 3rd party plan review + $54 fee for inspection(s)
Solar Photovoltaic Power Systems		
New Install & modifications	Actual cost of 3rd party plan review	Actual cost of 3rd party plan review
Spraying and Dipping		
New Install & modifications	Actual cost of 3rd party plan review+ $52 fee for inspection(s)	Actual cost of 3rd party plan review + $54 fee for inspection(s)
Standpipe Systems		
New Install & modifications	Actual cost of 3rd party plan review+ $52 fee for inspection(s)	Actual cost of 3rd party plan review + $54 fee for inspection(s)
Tanks		
Underground Tanks		
New Install & modifications	1st page: $155, each additional page $103	1st page: $155, each additional page $105
Aboveground Tanks		
New Install & modifications	1st page: $155, each additional page $103	1st page: $155, each additional page $105
Temporary (Construction Site) Tanks		
New Install & modifications	No Fee	No Fee
Removal of Tank	No Fee	No Fee
Temporary Membrane Structures and Tents		
New Install & modifications	$52 200-400 square feet/ $103 over 400 square feet	$54 200-400 square feet/ $105 over 400 square feet
Traffic Calming Devices (Speed Humps)		
New Install & modifications	No Fee	No Fee

Fire Department
Schedule of Permit Fees and Misc. Fees

Permit Description	Adopted Fee FY 20	Proposed Fee FY 21
Two-Way Communication System		
New Install & modifications	1st page: $155, each additional page $103	1st page: $155, each additional page $105
Underground Fire Service Systems		
New Install & modifications	1st page: $155, each additional page $103	1st page: $155, each additional page $105
Others		
All other Construction or Operational permits not specifically listed above (See IFC 105.6 and 105.7)	No Fee, 1st page: $155, each additional page $103, or Actual cost of 3rd party plan review, as determination by Fire Code Official	No Fee, 1st page: $155, each additional page $105, or Actual cost of 3rd party plan review, as determination by Fire Code Official
Inspections		
Outside of Normal Business Hours	$78.00 per hour (min of 2 hrs.)	$80.00 per hour (min of 2 hrs.)
Re-inspection fee The re-inspection fee would be assessed after 2 failed inspection to which a permit was issued.	$52	$54
Fire Watch		
1. Per Fire Service Personnel	$78.00 per hour (min of 4 hrs.)	$80.00 per hour (min of 4 hrs.)
2. Per Fire Apparatus	$515.00 per hour (min of 4 hours)—Plus min. 3 personnel	$517.00 per hour (min of 4 hours)—Plus min. 3 personnel
Licensing Inspections		
Home Child & Adult Day Care, MHMR Homes, & Group Homes less than 7 persons	$78	$80
Large Child & Adult Day Care Centers	$103	$105
Hospitals, Nursing Homes, Assisted Living ($2 per bed)	$15 minimum	$17 minimum
Mobile Food Vendors	$52 annually	$54 annually
Foster Homes and adoption Inspections	No Fee	No Fee

Upon adoption of this fee schedule the San Marcos Fire Department will be utilizing 3rd party plan review services to

The following plans will require plan review by 3rd party prior to submittal for permit:

- Fire Sprinkler Plans - new systems and system modifications (not otherwise exempt – see below)
- Fire Alarms Plans - new systems and system modifications (not otherwise exempt– see below)
- Fire Sprinkler Monitoring Systems - new systems and system modifications (not otherwise exempt –see below)
- Special Hazard Fire systems – new and modifications
- Operational permits for Aerosol Products, High-Rack / Piled Storage, and Hazardous Materials

The following plans do not require a 3rd party review:

- Underground Fire Sprinkler Lines
- Kitchen Hood Suppression systems
- Access/Egress Control Systems
- Operational permits for Fireworks
- Tanks

Steps for Plans Requiring 3rd Party Review:

Step 1: Submit your plans to selected 3rd party firm for our approved
Step 2: Follow all processes for permit applications through the COSM
Step 3: All plans must be submitted per the requirements of the
The 3rd party plan review process will be completed in accordance

Community Services
Schedule of Fees

Group	Description	Adopted Fee FY 19	Adopted Fee Jan 2021
	Parks and Recreation		
Dunbar- 801 MLK Dr.			
	Resident-Large Room	$31.00	$39.00
	Resident-Small Room	$16.00	$20.00
	Resident 2 rooms	$47.00	$59.00
	Non Resident-Large Room	$84.00	$133.00
	Non Resident-Small Room	$42.00	$128.00
	Non-Resident 2 rooms	$126.00	$151.00
Old Fish Hatchery-206 CM Allen Parkway			
	Resident	$26.00	$33.00
	Non Resident	$52.00	$68.00
San Marcos Plaza Park- Stage-206 N. C M Allen Pkway.			
	Resident	$261.00	$326.00
	Non-Resident	$523.00	$3,500.00
	Has to be rented in conjunction with Fish Hatchery Facility		
Recreation Hall-170 Charles Austin			
	Resident	$42.00	$53.00
	Non Resident	$84.00	$260.00
Activity Center -501 E. Hopkins			
	Resident- 1Room	$42.00	$53.00
	Resident 1Room Set up/Kitchen	$26.00	$33.00
	Resident- 2 Rooms	$58.00	$73.00
	Resident- 2 Room Set up/Kitchen	$53.00	$64.00
	Resident- 3 Rooms	$73.00	$91.00
	Resident-3 Rooms Set up/Kitchen	$79.00	$90.00
	Resident-Multi Purpose Room	$31.00	$39.00
	Resident- Multi Purpose –Setup/Kitchen	$26.00	$33.00
	Non-Resident- 1Room	$84.00	$135.00
	Non-Resident- 1Room-set up/Kitchen	$26.00	$39.00
	Non-Resident- 2 Rooms	$115.00	$245.00
	Non-Resident- 2Rooms- Setup/Kitchen	$52.00	$67.00
	Non-Resident- 3 Rooms	$147.00	$325.00
	Non-Resident- 3 room-Set up/Kitchen	$79.00	$95.00
	Non Resident-Multi-Purpose room	$63.00	$134.00
	Non- Resident- Multi-Purpose room-Set up	$26.00	$39.00
	Gymnasium 1 court rental	$58.00	$58.00
	Gymnasium Non-Resident1 court	$115.00	$127.00
	Gymnasium-Non-Resident Courts 1 &2 rental	$136.00	$166.00
	Gymnasium 1 court- YouthPractice	$21.00	$26.00
	Gymnasium – court 1-Adult Practice	$31.00	$39.00
	Gymnasium Resident-courts 1 & 2 rental	$68.00	$83.00

Community Services
Schedule of Fees

Group	Description	Adopted Fee FY 19	Adopted Fee Jan 2021
ACTIVITY CENTER MEMBERSHIP FEES			
	Resident-Adult	$84.00	$92.00
	Resident –Senior (50 & Older)	$52.00	$60.00
	Resident –Youth (under 17)	$31.00	$70.00
	Resident-Family (3 or more)	$157.00	$157.00
	Non-Resident-Adult	$235.00	$235.00
	Non-Resident Senior (50 & Older)	$126.00	$158.00
	Non-Resident- Youth (under 17)	$47.00	$70.00
	Non-Resident-Family (3 or more)	$418.00	$418.00
	Resident- walk in entry Fee-Youth(under 17)	$2.00	$3.00
	Resident-walk in entry fee- Adult		$6.00
	Resident-walk in entry fee- Senior		$3.00
	Non-Resident walk in entry Fee-Youth(under 17)	$2.00	$3.00
	Non-Resident-walk in entry fee- Adult		$6.00
	Non-Resident-walk in entry fee- Senior		$3.00
	Resident Natatorium/Weight Room fee-Youth/Adult/Senior (plus walk in fee)	$3.00	$3.00
	Non-Resident Natatorium/Weight Room Fee-Youth/Adult/Senior (plus walk in fee)	$3.00	$3.00
Rio Vista Outdoor Swimming Pool- 555 Cheatham			
	Daily Youth Entry Fee (under 12 yearsof age)	$2.00	$3.00
	Youth Season Pass	$31.00	$39.00
	Daily Adult Entry Fee	$3.00	$4.00
	Adult Season Pass	$42.00	$53.00
	Family Pass	$157.00	$196.00
	Resident- 1- 30 people (3 hour session)	$157.00	$193.00
	Resident- 31-75 (3 hour session)	$188.00	$235.00
	Resident-76-100 people (3 hour session)	$235.00	$294.00
	Resident- 101 – 150 people (3 hour session)	$267.00	$334.00
	Non Resident-1-30 people (3 hour session)	$178.00	$223.00
	Non-Resident- 31-75 people (3 hour session)	$209.00	$261.00
	Non-Resident- 76- 100 people (3 hours session)	$256.00	$320.00
	Non-Resident-101-150 people (3 hoursession)	$288.00	$360.00
Gary Softball –Adult complex- 2600 Airport Hwy 21			
	Resident-	$79.00	$99.00
	Non-Resident	$157.00	$196.00
	Youth Practice field (no lights)	$16.00	$20.00
	Adult Practice field (no lights)	$21.00	$26.00
	Resident	$79.00	$99.00
	Non-Resident	$157.00	$169.00
	Field Lights (for Practice & Tournaments)	$16.00	$19.00
	Complex Supervisor	$16.00	$20.00

Community Services
Schedule of Fees

Group	Description	Adopted Fee FY 19	Adopted Fee Jan 2021
Juan Veramendi Plaza- Gazebo-400 E Hopkins			
	Resident	$79.00	$95.00
	Non-Resident	$157.00	$260.00
Pavilion A- Rio Vista Park			
	Resident	$131.00	$131.00
	Non Resident	$261.00	$274.00
Pavilion C- Lucio Park			
	Resident	$105.00	$131.00
	Non Resident	$209.00	$550.00
Pavilion D Children's Park			
	Resident	$79.00	$99.00
	Non Resident	$157.00	$335.00
Group Picnic Table sites-RVP-1,RVP- 2,RVP-3-Rio Vista Park			
	Resident	$26.00	$33.00
	Non Resident	$52.00	$290.00
Group Picnic Table sites- CP-1 & CP-2- Children's Park			
	Resident Childres Park Picnic Area #1		$33.00
	Non Resident Childres Park Picnic Area #1		$330.00
	Resident Childres Park Picnic Area #2		$33.00
	Non Resident Childres Park Picnic Area #2		$338.00
	Jump Castle & Jiggle train- requires insurance cert.	$52.00	$52.00
Cemetery			
San Marcos Cemetery		**2020**	**2021**
	Cemetery Lot - Level 1	$1,950.00	$2,000.00
	Cemetery Lot - Level 2	$2,450.00	$2,500.00
	Columbarium Niches Re-Opening Fee	$100.00	$100.00
	Columbarium Niches	$550.00	$550.00
	Serenity Garden	$200.00	$200.00
	Plaque in Chapel	$75.00	$75.00

City of San Marcos
Consolidated Fund Balance Statement
2020/2021 Annual Budget

	Fund Balance 10-01-2019	Estimated Revenues FY 2019-20	Estimated Expenses FY 2019-20	Fund Balance 10-01-2020	Proposed Revenues FY 2020-21	Proposed Expenses FY 2020-21	Fund Balance 09-30-2021
Governmental Funds							
General Fund	17,228,659	90,496,280	88,829,829	18,895,110	91,140,984	93,935,617	16,100,477
Debt Service Fund	10,014,475	16,388,692	16,350,713	10,052,454	15,325,331	15,301,033	10,076,752
Special Revenue Funds							
Hotel Occupancy Tax Fund	840,024	2,654,080	2,962,809	731,295	3,066,742	3,343,582	454,455
Municipal Court Technology Fund	203,160	25,000	5,000	223,160	15,000	30,000	208,160
Municipal Court Security Fee Fund	121,245	18,500	37,073	102,672	11,100	77,448	36,324
Municipal Court Juvenile Fee Fund	56,777	36,000	28,465	64,312	21,600	50,027	35,885
Municipal Court Efficiency Fee Fund	45,443	4,000	24,000	25,443	2,400	5,000	22,843
Seized Assets Fund	110,742	5,000	5,000	110,742	5,000	5,000	110,742
TIRZ #2, #3, #5, TRZ #1	2,158,101	4,921,799	3,410,613	3,669,287	13,335,426	12,013,821	4,990,892
CDBG Program Fund	-	649,948	649,948	-	722,904	722,904	-
WIC Program Fund	-	2,035,837	2,035,837	-	2,476,387	2,476,387	-
Cemetery Operations Fund	74,376	210,000	208,380	75,996	180,000	207,198	48,798
PEG Funds	610,514	96,700	70,000	637,214	97,000	100,000	634,214
Enterprise Funds							
Water & Wastewater Utility Fund	10,402,489	46,037,417	45,338,969	11,100,938	50,703,341	50,920,848	10,883,430
Drainage Utility Fund	2,192,444	6,002,797	6,676,005	2,019,236	7,217,030	7,297,552	1,938,714
Electric Utility Fund	10,210,859	62,335,554	62,514,953	10,031,460	63,143,826	63,616,232	9,559,054
Municipal Airport Fund	(175)	636,855	548,318	88,362	561,510	620,416	29,456
Resource Recovery Fund	1,689,257	4,808,429	4,791,578	1,706,108	5,046,829	5,108,167	1,644,770
Transit	119,487	2,119,495	1,961,608	277,374	2,740,359	2,883,179	134,554
All Funds	56,077,878	239,482,384	236,449,100	59,111,161	255,812,769	258,714,410	56,909,520

Exhibit A - Authorized Personnel Schedule

	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
General Fund	602	640	637	655	529.18	564.95	563.70	577.95
Hotel Occupancy Tax Fund	10	11	12	12	9.00	10.00	11.00	11.00
Water/Wastewater Utility Fund	65	70	70	72	64.88	69.88	70.00	72.00
Drainage Utility Fund	12	17	17	17	12.00	17.00	17.00	17.00
Electric Utility Fund	66	71	71	75	65.00	71.00	71.00	75.00
Resource Recovery	7	7	7	7	4.96	4.96	3.64	3.64
Transit	2	2	2	2	2.00	2.00	2.00	2.00
WIC State Program	25	25	25	25	25.00	25.00	25.00	25.00
Total	789	843	841	865	712.03	764.80	763.34	783.59

General Fund	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Administration	8	9	9	9	8.00	9.00	9.00	9.00
Communications	5	6	5	6	5.00	5.50	5.00	5.50
City Clerk	6	7	6	7	5.75	6.25	5.75	6.25
Legal	6	6	5	6	6.00	6.00	5.00	6.00
Human Resources	11	11	11	11	11.00	11.00	11.00	11.00
Finance	21	22	21	23	20.55	21.55	20.55	21.55
Municipal Court	14	13	14	14	10.91	10.43	11.43	11.68
Fire Services	78	89	89	93	78.00	89.00	89.00	93.00
Police	152	157	157	157	149.90	153.90	153.90	153.90
Office of Emergency Management	0	3	3	3	0.00	3.00	3.00	3.00
Development Services	27	29	28	30	27.00	29.00	29.00	30.00
Library	26	27	27	27	20.75	21.75	21.75	21.75
GIS	4	4	5	5	2.96	2.96	3.96	3.96
Engineering	23	24	23	24	23.00	24.00	23.00	24.00
Public Services	37	37	37	37	37.00	37.00	37.00	37.00
Neighborhood Enhancement	30	40	41	44	26.48	35.73	36.48	38.48
Parks and Recreation	121	121	120	122	64.21	64.21	63.21	65.21
General Services	16	18	17	18	15.67	17.67	16.67	17.67
Information Technology	17	17	19	19	17.00	17.00	19.00	19.00
Total	602	640	637	655	529.18	564.95	563.70	577.95

	Positions				Full Time Equivalent			
	Actual	Adopted	Actual	Adopted	Actual	Adopted	Actual	Adopted
Hotel Occupancy Tax Fund	2018-19	2019-20	2019-20	2020-21	2018-19	2019-20	2019-20	2020-21
Main Street	2	3	5	5	2.00	3.00	4.00	4.00
CVB	8	8	7	7	7.00	7.00	7.00	7.00
Total	10	11	12	12	9.00	10.00	11.00	11.00

	Positions				Full Time Equivalent			
	Actual	Adopted	Actual	Adopted	Actual	Adopted	Actual	Adopted
WIC Program Fund	2018-19	2019-20	2019-20	2020-21	2018-19	2019-20	2019-20	2020-21
Administration	14	14	14	14	14.00	14.00	14.00	14.00
Nutrition	6	6	6	6	6.00	6.00	6.00	6.00
Lactation	1	1	1	1	1.00	1.00	1.00	1.00
Peer Counselor	4	4	4	4	4.00	4.00	4.00	4.00
Total	25	25	25	25	25.00	25.00	25.00	25.00

	Positions				Full Time Equivalent			
	Actual	Adopted	Actual	Adopted	Actual	Adopted	Actual	Adopted
Water/Wastewater Utility Fund	2018-19	2019-20	2019-20	2020-21	2018-19	2019-20	2019-20	2020-21
Wastewater Collection	19	19	19	20	19.00	19.00	19.00	20.00
Water Quality	8	9	9	9	8.00	9.00	9.00	9.00
Water Distribution	32	36	36	36	32.00	36.00	36.00	36.00
Water/Wastewater Conservation	1	1	1	2	1.00	1.00	1.00	2.00
Water/Wastewater Administration	5	5	5	5	4.88	4.88	5.00	5.00
Total	65	70	70	72	64.88	69.88	70.00	72.00

	Positions				Full Time Equivalent			
	Actual	Adopted	Actual	Adopted	Actual	Adopted	Actual	Adopted
Drainage Fund	2018-19	2019-20	2019-20	2020-21	2018-19	2019-20	2019-20	2020-21
Drainage Administration	12	17	17	17	12.00	17.00	17.00	17.00
Total	12	17	17	17	12.00	17.00	17.00	17.00

	Positions				Full Time Equivalent			
	Actual	Adopted	Actual	Adopted	Actual	Adopted	Actual	Adopted
Electric Utility Fund	2018-19	2019-20	2019-20	2020-21	2018-19	2019-20	2019-20	2020-21
Public Services Administration	5	6	6	7	4.00	6.00	6.00	7.00
Conservation	1	1	1	1	1.00	1.00	1.00	1.00
Electric Administration	10	11	11	13	10.00	11.00	11.00	13.00
Meter Operations	12	12	12	13	12.00	12.00	12.00	13.00
Maintenance	23	26	26	26	23.00	26.00	26.00	26.00
Utility Billing and Collections	15	15	15	15	15.00	15.00	15.00	15.00
Total	66	71	71	75	65.00	71.00	71.00	75.00

Resource Recovery Fund	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Resource Recovery Administration	7	7	7	7	4.96	4.96	3.64	3.64
Total	7	7	7	7	4.96	4.96	3.64	3.64

Transit Fund	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Transit Administration	2	2	2	2	2.00	2.00	2.00	2.00
Total	2	2	2	2	2.00	2.00	2.00	2.00

City Manager	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
City Manager	1	1	1	1	1.00	1.00	1.00	1.00
Assistant City Manager	1	1	2	2	1.00	1.00	2.00	2.00
Assistant City Manager/CFO	1	1	0	0	1.00	1.00	0.00	0.00
Chief of Staff	1	1	0	0	1.00	1.00	0.00	0.00
Director of Public Safety	0	0	1	1	0.00	0.00	1.00	1.00
Economic/Business Development Manager	0	1	1	1	0.00	1.00	1.00	1.00
Economic Development Projects Coordinator	1	0	0	0	1.00	0.00	0.00	0.00
Grant Program Specialist	0	0	1	1	0.00	0.00	1.00	1.00
Grant Administrator	1	1	0	0	1.00	1.00	0.00	0.00
CMO Executive Assistant, Sr.	1	1	2	2	1.00	1.00	2.00	2.00
CMO Executive Assistant	1	1	0	0	1.00	1.00	0.00	0.00
Management Assistant	0	1	1	1	0.00	1.00	1.00	1.00
Total	8	9	9	9	8.00	9.00	9.00	9.00

City Clerk	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
City Clerk	1	1	1	1	1.00	1.00	1.00	1.00
Deputy City Clerk	1	1	1	1	1.00	1.00	1.00	1.00
Records Management Program Manager	1	1	1	1	1.00	1.00	1.00	1.00
Deputy Local Registrar	1	1	1	1	1.00	1.00	1.00	1.00
Records Specialist	1	1	1	1	0.75	0.75	0.75	0.75
Passport Administrator	1	1	1	1	1.00	1.00	1.00	1.00
Administrative Assistant	0	1	0	1	0.00	0.50	0.00	0.50
Total	6	7	6	7	5.75	6.25	5.75	6.25

Communications	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Director of Communications	1	1	1	1	1.00	1.00	1.00	1.00
Communications Specialist	1	1	1	1	1.00	1.00	1.00	1.00
Video Production Specialist	1	1	1	1	1.00	1.00	1.00	1.00
Video Technician	0	1	0	1	0.00	0.50	0.00	0.50
Marketing & Multimedia Specialist	1	1	1	1	1.00	1.00	1.00	1.00
Community Outreach Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
Total	5	6	5	6	5.00	5.50	5.00	5.50

Legal	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
City Attorney	1	1	1	1	1.00	1.00	1.00	1.00
Assistant City Attorney	2	3	2	3	2.00	2.00	2.00	3.00
Contracts Manager	1	0	0	0	1.00	1.00	0.00	0.00
Administrative Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
Administrative Assistant	1	1	1	1	1.00	1.00	1.00	1.00
Total	6	6	5	6	6.00	6.00	5.00	6.00

Human Resources	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Director of Human Resources	1	1	1	1	1.00	1.00	1.00	1.00
Assistant Director of Human Resources	1	1	1	1	1.00	1.00	1.00	1.00
Risk Manager/ADA Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
Human Resources Manager	1	1	1	1	1.00	1.00	1.00	1.00
Benefits Manager	1	1	1	1	1.00	1.00	1.00	1.00
Organizational Development Trainer	1	1	1	1	1.00	1.00	1.00	1.00
Human Resources Risk/Leave Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
Human Resources Specialist	1	1	1	1	1.00	1.00	1.00	1.00
Benefits/HR Assistant	1	1	1	1	1.00	1.00	1.00	1.00
HRIS Specialist	0	0	1	1	0.00	0.00	1.00	1.00
HR Assistant	1	1	1	1	1.00	1.00	1.00	1.00
Customer Services Specialist	1	1	0	0	1.00	1.00	0.00	0.00
Total	11	11	11	11	11.00	11.00	11.00	11.00

Finance	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Director of Finance	1	1	1	1	1.00	1.00	1.00	1.00
Assistant Director	1	1	1	1	1.00	1.00	1.00	1.00
Accounting Manager	1	1	1	1	1.00	1.00	1.00	1.00
Purchasing Manager	1	1	1	1	1.00	1.00	1.00	1.00
Financial Analyst	0	0	0	1	0.00	0.00	0.00	1.00
Grants Manager	1	1	1	0	1.00	1.00	1.00	1.00
Accountant I	1	1	1	1	1.00	1.00	1.00	1.00
Accountant II	1	1	1	2	1.00	1.00	1.00	1.00
CDBG-DR Accountant	1	1	1	1	1.00	1.00	1.00	1.00
Accounting Associate	1	1	1	1	1.00	1.00	1.00	1.00
Payroll-AR Specialist	2	2	2	2	2.00	2.00	2.00	2.00
Accounting Technician	2	2	1	2	2.00	2.00	1.00	1.00
Construction Contract Specialist	1	1	1	1	1.00	1.00	1.00	1.00
Administrative Assistant, Senior	1	1	1	1	1.00	1.00	1.00	1.00
Purchasing Specialist, Senior	2	2	2	2	2.00	2.00	2.00	2.00
Contracts Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
Procurement Administrator	1	1	1	1	1.00	1.00	1.00	1.00
Purchasing Specialist	0	1	1	1	0.00	1.00	1.00	1.00
Mail Services Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
Mail Services Clerk	1	1	1	1	0.55	0.55	0.55	0.55
Total	21	22	21	23	20.55	21.55	20.55	21.55

Technology Services	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Director of Information Technology	1	1	1	1	1.00	1.00	1.00	1.00
Assistant Director of Information Technology	0	0	1	1	0.00	0.00	1.00	1.00
IT Business Services Manager	1	1	0	0	1.00	1.00	0.00	0.00
IT Services Delivery Manager	1	1	1	1	1.00	1.00	1.00	1.00
Technology Project Manager	1	1	1	1	1.00	1.00	1.00	1.00
Lead Network Administrator	0	0	1	1	0.00	0.00	1.00	1.00
Delivery Manager	1	1	0	0	1.00	1.00	0.00	0.00
Support Analyst, Lead	0	0	1	1	0.00	0.00	1.00	1.00
System Administrator	3	3	3	3	3.00	3.00	3.00	3.00
Network Administrator	2	2	2	2	2.00	2.00	2.00	2.00
Support Analyst	4	4	2	2	4.00	4.00	2.00	2.00
Business Systems Analyst	2	2	3	3	2.00	2.00	3.00	3.00
IT Application Analyst, Fire	0	0	1	1	0.00	0.00	1.00	1.00
Tyler Munis Application Analyst	0	0	1	1	0.00	0.00	1.00	1.00
Administrative Assistant, Senior	1	1	1	1	1.00	1.00	1.00	1.00
Total	17	17	19	19	17.00	17.00	19.00	19.00

Development Services Administration	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Director of Development Services	1	1	1	1	1.00	1.00	1.00	1.00
Asst Director of Development Services	1	1	1	1	1.00	1.00	1.00	1.00
Housing/Community Development Manager	1	1	1	1	1.00	1.00	1.00	1.00
CDBG-DR Housing Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
CDBG-DR Compliance Specialist	1	1	1	1	1.00	1.00	1.00	1.00
Community Initiatives Program Administrator	1	1	1	1	1.00	1.00	1.00	1.00
Community Initiatives Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
Administrative Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
Total	8	8	8	8	8.00	8.00	8.00	8.00

Development Services Planning/Permit Center	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Planning Manager	1	1	0	0	1.00	1.00	0.00	0.00
Permit Manager	1	1	1	1	1.00	1.00	1.00	1.00
Development Services Manager	1	1	1	1	1.00	1.00	1.00	1.00
Senior Planning Technician	0	0	1	1	0.00	0.00	1.00	1.00
Senior Planner	0	1	1	1	0.00	1.00	1.00	1.00
Historic Preservation Officer	0	0	1	1	0.00	0.00	1.00	1.00
Planner	4	4	3	4	4.00	4.00	3.00	4.00
Planning and Mapping Analyst	1	1	1	1	1.00	1.00	1.00	1.00
Environmental Program Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
Environmental Inspection Specialist	1	1	1	1	1.00	1.00	1.00	1.00
Planning Tech I	1	1	1	1	1.00	1.00	1.00	1.00
Building Permit Specialist, Senior	1	1	1	1	1.00	1.00	1.00	1.00
Building Permit Specialist	2	2	2	2	2.00	2.00	2.00	2.00
Total	14	15	15	16	14.00	15.00	15.00	16.00

Development Services Inspections	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Chief Building Official	1	1	1	1	1.00	1.00	1.00	1.00
Senior Inspector and Plans Examiner	1	1	2	2	1.00	1.00	1.00	1.00
Electrical Inspector	0	1	0	1	0.00	1.00	1.00	1.00
Combination Inspector	3	3	2	2	3.00	3.00	3.00	3.00
Total	5	6	5	6	5.00	6.00	6.00	6.00

GIS	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
GIS Enterprise Manager	1	1	1	1	1.00	1.00	1.00	1.00
GIS Analyst	1	1	2	2	1.00	1.00	2.00	2.00
Interns	2	2	2	2	0.96	0.96	0.96	0.96
Total	4	4	5	5	2.96	2.96	3.96	3.96

Public Safety Fire Operations	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Fire Chief	1	1	1	1	1.00	1.00	1.00	1.00
Assistant Fire Chief	2	2	2	2	2.00	2.00	2.00	2.00
Battalion Chief	5	5	5	5	5.00	5.00	5.00	5.00
Fire Marshal	1	1	1	1	1.00	1.00	1.00	1.00
Fire Captain	18	18	18	21	18.00	18.00	18.00	21.00
Fire Captain-Fire Marshal	2	2	2	2	2.00	2.00	2.00	2.00
Fire Engineer	15	18	18	18	15.00	18.00	18.00	18.00
Fire Engineer-Fire Marshal	0	1	2	2	0.00	1.00	2.00	2.00
Fire Fighter	30	36	36	37	30.00	36.00	36.00	37.00
Fire Fighter-Fire Marshal	0	1	0	0	0.00	1.00	0.00	0.00
Paramedic Program	0	0	1	1	0.00	0.00	1.00	1.00
GIS Analyst	1	1	0	0	1.00	1.00	0.00	0.00
Administrative Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
Administrative Assistant-Fire Marshal	1	1	1	1	1.00	1.00	1.00	1.00
Administrative Assistant	1	1	1	1	1.00	1.00	1.00	1.00
Total	78	89	89	93	78.00	89.00	89.00	93.00

Public Safety Police Operations	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Police Chief	1	1	1	1	1.00	1.00	1.00	1.00
Assistant Chief of Police	2	2	2	2	2.00	2.00	2.00	2.00
Police Commander	4	4	4	4	4.00	4.00	4.00	4.00
Police Sergeant	13	13	13	13	13.00	13.00	13.00	13.00
Police Corporal	17	17	17	17	17.00	17.00	17.00	17.00
Police Officer	69	71	71	71	69.00	71.00	71.00	71.00
Police Officer-Part Time	0	2	2	2	0.00	1.00	1.00	1.00
Support Services Division Manager	1	1	1	1	1.00	1.00	1.00	1.00
Training/Compliance Coordinator	0	1	1	1	0.00	1.00	1.00	1.00
911 Communications Manager	1	1	1	1	1.00	1.00	1.00	1.00
Victim Services Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
Victim Services Specialist	1	1	1	1	1.00	1.00	1.00	1.00
VIPS Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
911 Shift Supervisor	4	4	4	4	4.00	4.00	4.00	4.00
Crime Scene/Evidence Supervisor	1	1	1	1	1.00	1.00	1.00	1.00
Crime Analyst	1	1	1	1	1.00	1.00	1.00	1.00
Police Records Supervisor	1	1	1	1	1.00	1.00	1.00	1.00
CTO-Lead	6	6	6	6	6.00	6.00	6.00	6.00
911 Telecommunicator	15	15	15	15	15.00	15.00	15.00	15.00
Administrative Assistant, Senior	1	1	1	1	1.00	1.00	1.00	1.00
Crime Scene/Evidence Technician	1	1	1	1	1.00	1.00	1.00	1.00
Parking Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
Administrative Assistant	2	2	2	2	2.00	2.00	2.00	2.00
Records Compliance Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
Police Records Specialist	3	3	3	3	3.00	3.00	3.00	3.00
Parking Technician	4	4	4	4	1.90	1.90	1.90	1.90
Total	152	157	157	157	149.90	153.90	153.90	153.90

Public Safety Office of Emergency Management	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Emergency Management Coordinator	0	1	1	1	0.00	1.00	1.00	1.00
Assistant Emergency Mgmt Coordinator	0	1	1	1	0.00	1.00	1.00	1.00
Emergency Mgmt Specialist	0	1	1	1	0.00	1.00	1.00	1.00
Total	0	3	3	3	0.00	3.00	3.00	3.00

Municipal Court	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Municipal Court Judge	1	0	1	1	0.48	0.00	0.75	1.00
Alternate Municipal Court Judge	1	1	1	1	0.01	0.01	0.25	0.25
Municipal Court Administrator	1	1	1	1	1.00	1.00	1.00	1.00
Chief Deputy Court Clerk	1	1	1	1	1.00	1.00	1.00	1.00
Deputy Marshal	3	3	3	3	1.43	1.43	1.43	1.43
Deputy Court Clerk	6	6	6	6	6.00	6.00	6.00	6.00
Juvenile Case Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
Total	14	13	14	14	10.91	10.43	11.43	11.68

Neighborhood Enhancement Neighborhood Services	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Director of Neighborhood Enhancement	1	1	1	1	0.75	0.75	1.00	1.00
Assistant Director, Neighborhood Enhancement	0	0	1	1	0.25	0.25	1.00	1.00
Community Liaison	1	1	1	1	0.48	0.48	0.48	0.48
Community Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
Administrative Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
Total	4	4	5	5	3.48	3.48	4.48	4.48

Neighborhood Enhancement Community Enhancement	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Community Enhancement Technician	0	2	2	4	0.00	1.25	1.00	2.00
Code Compliance Officer	0	2	2	2	0.00	2.00	2.00	2.00
Hotircultural Specialist	0	0	0	1	0.00	0.00	0.00	1.00
Total	0	4	4	7	0.00	3.25	3.00	5.00

Neighborhood Enhancement Code Compliance	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Community Health and Safety Manager	1	1	1	1	1.00	1.00	1.00	1.00
Chief Sanitarian	1	1	1	1	1.00	1.00	1.00	1.00
Sanitarian	2	2	2	2	2.00	2.00	2.00	2.00
Code Compliance Officer	3	3	3	3	3.00	3.00	3.00	3.00
FOG Enforcement Officer	0	1	1	1	0.00	1.00	1.00	1.00
Total	7	8	8	8	7.00	8.00	8.00	8.00

Neighborhood Enhancement Animal Protection	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Animal Protection Officer	4	4	4	4	4.00	4.00	4.00	4.00
Animal Protection Supervisor	1	1	1	1	1.00	1.00	1.00	1.00
Total	5	5	5	5	5.00	5.00	5.00	5.00

Neighborhood Enhancement Animal Shelter	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Animal Services Manager	1	1	1	1	1.00	1.00	1.00	1.00
Animal Shelter Supervisor	1	1	1	1	1.00	1.00	1.00	1.00
Administrative Assistant	1	1	1	1	1.00	1.00	1.00	1.00
Adoption Counselor	0	1	1	1	0.00	1.00	1.00	1.00
Volunteer/Events Coordinator	0	1	1	1	0.00	1.00	1.00	1.00
Animal Services Clerk/Dispatch	2	2	2	2	2.00	2.00	2.00	2.00
Veterinary Technician	1	2	2	2	1.00	2.00	2.00	2.00
Animal Shelter Technician, Lead	3	4	4	4	3.00	4.00	4.00	4.00
Animal Shelter Technician	5	6	6	6	2.00	3.00	3.00	3.00
Total	14	19	19	19	11.00	16.00	16.00	16.00

Library	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Director of Library	1	1	1	1	1.00	1.00	1.00	1.00
Library - Division Manager	3	3	3	3	3.00	3.00	3.00	3.00
Librarian	4	5	5	5	4.00	5.00	5.00	5.00
Circulation Supervisor	1	1	1	1	1.00	1.00	1.00	1.00
Library Assistant	5	5	5	5	5.00	5.00	5.00	5.00
Library Clerk	7	7	7	7	4.55	4.55	4.55	4.55
Library Page	5	5	5	5	2.20	2.20	2.20	2.20
Total	26	27	27	27	20.75	21.75	21.75	21.75

PARD Administration	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Director of Parks and Recreation	1	1	1	1	1.00	1.00	1.00	1.00
Assistant Director of Parks and Recreation	1	1	1	1	1.00	1.00	1.00	1.00
Business Operations Manager	1	1	1	1	1.00	1.00	1.00	1.00
Administrative Assistant Senior	1	1	1	1	1.00	1.00	1.00	1.00
Administrative Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
Total	5	5	5	5	5	5	5	5

PARD - Parks Operations	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Parks Operations Manager	1	1	1	1	1.00	1.00	1.00	1.00
Natural Area Maintenance Crew Leader	0	0	0	1	0.00	0.00	0.00	1.00
Natural Area Maintenance Maint Tech	0	0	0	1	0.00	0.00	0.00	1.00
Parks Maintenance Supervisor	1	1	1	1	1.00	1.00	1.00	1.00
Parks Maintenance Crew Leader	3	3	3	3	3.00	3.00	3.00	3.00
Parks/Facilities Worker	6	6	4	4	6.00	6.00	4.00	4.00
Parks/Facilities Specialist	7	7	7	7	7.00	7.00	7.00	7.00
Parks/Athletic Fields Worker	2	2	3	3	2.00	2.00	3.00	3.00
Intern	3	3	3	3	0.52	0.52	0.52	0.52
Total	23	23	22	24	20.53	20.53	19.53	21.53

PARD - Recreation Programs	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Recreation Manager	1	1	1	1	1.00	1.00	1.00	1.00
Recreation Programs Manager	1	1	1	1	1.00	1.00	1.00	1.00
Youth Services Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
Special Events & Marketing Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
Senior Citizen Programs Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
Youth Services Specialist	1	1	1	1	0.88	0.88	0.88	0.88
Summer Program Coordinator	1	1	1	1	0.27	0.27	0.27	0.27
Summer Assistant Program Coordinator	1	1	1	1	0.23	0.23	0.23	0.23
Summer Playground Site Supervisor	2	2	2	2	0.46	0.46	0.46	0.46
Summer Asst. Playground Site Supervisor	4	4	4	4	0.92	0.92	0.92	0.92
Summer Playground Leader	16	16	16	16	3.69	3.69	3.69	3.69
Total	30	30	30	30	11.46	11.46	11.46	11.46

PARD - Discovery Center	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Discovery Center Attendant	1	1	1	1	1.00	1.00	1.00	1.00
Urban Forester	1	1	1	1	1.00	1.00	1.00	1.00
Discovery Center Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
Total	3	3	3	3	3	3	3	3

Parks and Recreation Outdoor Pool	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Pool Manager	1	1	1	1	0.35	0.35	0.35	0.35
Water Safety Instructor	4	4	4	4	0.98	0.98	0.98	0.98
Head Lifeguard	4	4	4	4	1.08	1.08	1.08	1.08
Lifeguard	7	7	7	7	1.72	1.72	1.72	1.72
Cashier / Pool Attendant	2	2	2	2	0.33	0.33	0.33	0.33
Total	18	18	18	18	4.45	4.45	4.45	4.45

Parks and Recreation Activity Center	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Aquatics Program Supervisor	1	1	1	1	1.00	1.00	1.00	1.00
Aquatics Fitness Program Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
Athletic Program Specialist	2	2	2	2	2.00	2.00	2.00	2.00
Activity Center Attendant	6	6	6	6	5.25	5.25	5.25	5.25
Lifeguard / Water Safety Instructor	1	1	1	1	0.75	0.75	0.75	0.75
Facilities/Maintenance Worker	2	2	2	2	1.75	1.75	1.75	1.75
Lifeguard	6	6	6	6	3.00	3.00	3.00	3.00
Total	19	19	19	19	14.75	14.75	14.75	14.75

Parks and Recreation Parks Ranger	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Park Ranger Program Manager	1	1	1	1	1.00	1.00	1.00	1.00
Park Ranger IV	1	1	1	1	1.00	1.00	1.00	1.00
Park Ranger III	4	4	4	4	0.77	0.77	0.77	0.77
Park Ranger II	7	7	7	7	1.01	1.01	1.01	1.01
Park Ranger I	10	10	10	10	1.24	1.24	1.24	1.24
Total	23	23	23	23	5.02	5.02	5.02	5.02

General Services Administration	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Executive Director of Community Services	1	1	1	0	1.00	1.00	1.00	0.00
Director of General Services	0	0	0	1	0.00	0.00	0.00	0.67
Recovery	1	1	1	0	0.67	0.67	0.67	0.00
Assistant Director	1	1	1	0	1.00	1.00	1.00	0.00
Community Services Operations Manager	1	1	1	1	1.00	1.00	1.00	1.00
Administrive Coordinator	0	0	0	1	0.00	0.00	0.00	1.00
Administrative Assistant	1	1	1	1	1.00	1.00	1.00	1.00
Total	5.00	5.00	5.00	4.00	4.67	4.67	4.67	3.67

General Services Fleet Services	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Fleet Services Supervisor	1	1	1	1	1.00	1.00	1.00	1.00
Master Fleet Service Technician, Lead	2	2	2	2	2.00	2.00	2.00	2.00
Master Fleet Service Technician	3	3	3	3	3.00	3.00	3.00	3.00
Emergency Vehicle Technician	0	1	1	1	0.00	1.00	1.00	1.00
Fleet Inventory Technician	1	1	1	1	1.00	1.00	1.00	1.00
Fleet Services Specialist	1	1	1	1	1.00	1.00	1.00	1.00
Total	8	9	9	9	8.00	9.00	9.00	9.00

General Services Facilities and Grounds	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Construction Manager	1	1	1	1	1.00	1.00	1.00	1.00
Construction Technician	1	2	2	2	1.00	2.00	2.00	2.00
Construction Specialist	1	1	0	1	1.00	1.00	0.00	1.00
HVAC Technician	0	0	0	1	0.00	0.00	0.00	1.00
Total	3	4	3	5	3.00	4.00	3.00	5.00

Public Services Transportation Administration	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Transportation	1	1	1	1	1.00	1.00	1.00	1.00
Transportation Engineering Manager	1	1	1	1	1.00	1.00	1.00	1.00
Engineering Technician	1	1	1	1	1.00	1.00	1.00	1.00
Public Services GIS/Technology Specialist	1	1	1	1	1.00	1.00	1.00	1.00
Administrative Assistant, Senior	1	1	1	1	1.00	1.00	1.00	1.00
Inventory Control Technician	1	1	1	1	1.00	1.00	1.00	1.00
Total	6	6	6	6	6.00	6.00	6.00	6.00

Public Services Transportation - Traffic	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Traffic Control Crew Leader	2	2	2	2	2.00	2.00	2.00	2.00
Traffic Control Equipment Oper II	2	2	2	2	2.00	2.00	2.00	2.00
Traffic Control Equipment Oper I	5	5	5	5	5.00	5.00	5.00	5.00
Traffic Signal Technician	2	2	2	2	2.00	2.00	2.00	2.00
Total	11	11	11	11	11.00	11.00	11.00	11.00

Public Services Transportation - Streets	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Streets Maintenance Manager	1	1	1	1	1.00	1.00	1.00	1.00
Streets Control Maintenance Crew Leader	4	4	4	4	4.00	4.00	4.00	4.00
Street Equipment Operator II	6	6	6	6	6.00	6.00	6.00	6.00
Street Equipment Operator I	9	9	9	9	9.00	9.00	9.00	9.00
Total	20	20	20	20	20.00	20.00	20.00	20.00

Engineering	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Director of Engineering/Cap Improvements	1	1	1	1	1.00	1.00	1.00	1.00
Assistant Director Engineering	0	0	0	1	0.00	0.00	0.00	1.00
Assistant Director Capital Improvements	0	0	0	1	0.00	0.00	0.00	1.00
Senior Engineer	5	5	5	3	5.00	5.00	5.00	3.00
Senior Engineer CDBG-DR	1	1	1	1	1.00	1.00	1.00	1.00
Project Engineer	1	1	1	1	1.00	1.00	1.00	1.00
Project Engineer CDBG-DR	1	1	1	1	1.00	1.00	1.00	1.00
Watershed Engineer	0	0	0	1	0.00	0.00	0.00	1.00
Engineering Technician II	1	1	1	1	1.00	1.00	1.00	1.00
Engineering Inspections Manager	1	1	1	1	1.00	1.00	1.00	1.00
Engineering Inspector	4	4	4	4	4.00	4.00	4.00	4.00
Engineering Inspector-CDBG-DR	1	1	1	1	1.00	1.00	1.00	1.00
CIP Program Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
GIS Transit Analyst	1	1	0	0	1.00	1.00	0.00	0.00
Engineer in Training	3	3	3	3	3.00	3.00	3.00	3.00
Administrative Assistant	1	1	1	1	1.00	1.00	1.00	1.00
Real Estate Acquisitions Administrator	1	1	1	1	1.00	1.00	1.00	1.00
Acquisitions Assistant	0	1	1	1	0.00	1.00	1.00	1.00
Total	23	24	23	24	23.00	24.00	23.00	24.00

Stormwater Management	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Stormwater Systems Manager	1	1	1	1	1.00	1.00	1.00	1.00
Drainage Maint. Crew Leader	2	3	3	3	2.00	3.00	3.00	3.00
Stormwater Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
Project Engineer	1	1	1	1	1.00	1.00	1.00	1.00
Drainage Maint. Equipment Operator I	4	6	6	6	4.00	6.00	6.00	6.00
Drainage Maint. Equipment Operator II	3	4	4	4	3.00	4.00	4.00	4.00
Stormwater Technician	0	1	1	1	0.00	1.00	1.00	1.00
Total	12	17	17	17	12.00	17.00	17.00	17.00

Water/Wastewater Distribution and Maintenance	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Water Distribution Manager	1	1	1	1	1.00	1.00	1.00	1.00
W/WW Field Maintenance Supervisor	1	1	1	1	1.00	1.00	1.00	1.00
W/WW Utility Project Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
W/WW Maintenance Crew Leader	4	5	5	5	4.00	5.00	5.00	5.00
W/WW Equipment Operator II	5	5	5	5	5.00	5.00	5.00	5.00
W/WW Equipment Operator I	11	14	14	14	11.00	14.00	14.00	14.00
Cross Connection Control BFP	1	1	1	1	1.00	1.00	1.00	1.00
W/WW Electrical Field Maintenance Tech	1	1	1	1	1.00	1.00	1.00	1.00
Instrumentation/Controls Maintenance Tech	3	3	3	3	3.00	3.00	3.00	3.00
W/WW Field Maintenance Tech	3	3	3	3	3.00	3.00	3.00	3.00
Inventory/Control Technician	1	1	1	1	1.00	1.00	1.00	1.00
Total	32	36	36	36	32.00	36.00	36.00	36.00

Water/Wastewater Quality	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Water Quality Services Manager	1	1	1	1	1.00	1.00	1.00	1
Water Quality Crew Leader	1	1	1	1	1.00	1.00	1.00	1
Water Quality Technician	5	6	6	6	5.00	6.00	6.00	6
Administrative Assistant	0	0	0	1	0.00	0.00	0.00	1
Administrative Clerk	1	1	1	0	1.00	1.00	1.00	0
Total	8	9	9	9	8.00	9.00	9.00	9.00

Water/Wastewater Administration	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Assistant Director of Public Services	1	1	1	1	1.00	1.00	1.00	1.00
Technology Specialist / GIS	1	1	1	1	1.00	1.00	1.00	1.00
Public Services Support Specialist	1	1	1	1	1.00	1.00	1.00	1.00
Administrative Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
Administrative Clerk	1	1	1	1	0.88	0.88	1.00	1.00
Total	5	5	5	5	4.88	4.88	5.00	5.00

Water/Wastewater Conservation	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Conservation Coordinator	0.5	0.5	0.5	0.5	0.50	0.50	0.50	0.50
Technician	0.5	0.5	0.5	0.5	0.50	0.50	0.50	0.50
Irrigation Inspector	0	0	0	1	0.00	0.00	0.00	1.00
Total	1	1	1	2	1.00	1.00	1.00	2.00

Water/Wastewater Collection	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
WWW Collection Manager	1	1	1	1	1.00	1.00	1.00	1.00
WWW Maintenance Crew Leader	3	3	3	4	3.00	3.00	3.00	4.00
WWW Equipment Operator II	4	7	7	7	4.00	7.00	7.00	7.00
WWW Equipment Operator I	11	8	8	8	11.00	8.00	8.00	8.00
Total	19	19	19	20	19.00	19.00	19.00	20.00

Public Services Administration	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Director of Public Services	1	1	1	1	1.00	1.00	1.00	1.00
Public Services GIS/Technology Manager	1	1	1	1	1.00	1.00	1.00	1.00
Utility Financial Analyst	0	0	0	1	0.00	0.00	0.00	1.00
Utility Systems Analyst	1	1	1	1	1.00	1.00	1.00	1.00
Inventory Control Supervisor	1	1	1	1	1.00	1.00	1.00	1.00
Inventory Technician	1	1	1	1	0.00	1.00	1.00	1.00
GIS Technician	0	1	1	1	0.00	1.00	1.00	1.00
Total	5	6	6	7	4.00	6.00	6.00	7.00

Electric Administration	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Assistant Director of Public Services	1	1	1	1	1.00	1.00	1.00	1.00
Electric Engineering Service Manager	1	1	1	1	1.00	1.00	1.00	1.00
Graduate Engineer	1	1	1	1	1.00	1.00	1.00	1.00
Electrical Engineering Technician	4	3	3	4	4.00	3.00	3.00	4.00
Electrical Engineering Technician Sr.	0	1	1	2	0.00	1.00	1.00	2.00
Administrative Clerk	1	1	0	0	1.00	1.00	0.00	0.00
Administrative Coordinator	0	0	1	1	0.00	0.00	1.00	1.00
Administrative Assistant	1	0	0	0	1.00	0.00	0.00	0.00
Adminstrative Assistant Sr.	0	1	1	1	0.00	1.00	1.00	1.00
Power System Technician	0	1	1	1	0.00	1.00	1.00	1.00
Public Services GIS/Tech Specialist	1	1	1	1	1.00	1.00	1.00	1.00
Total	10	11	11	13	10.00	11.00	11.00	13.00

Electric Conservation	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Public Services Conservation Coordinator	0.5	0.5	0.5	0.5	0.50	0.50	0.50	0.50
Public Services Conservation Technician	0.5	0.5	0.5	0.5	0.50	0.50	0.50	0.50
Total	1	1	1	1	1.00	1.00	1.00	1.00

Electric Meter Operations	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Utilities Metering Manager	1	1	1	1	1.00	1.00	1.00	1.00
Metering Supervisor	1	1	1	1	1.00	1.00	1.00	1.00
Complex Meter Technician	1	1	1	2	1.00	1.00	1.00	2.00
Meter Service Technician	6	6	6	6	6.00	6.00	6.00	6.00
Public Services Meter Data Specialist	1	1	1	1	1.00	1.00	1.00	1.00
Public Services Support Specialist	1	1	1	1	1.00	1.00	1.00	1.00
Administrative Assistant Sr.	1	1	1	1	1.00	1.00	1.00	1.00
Total	12	12	12	13	12.00	12.00	12.00	13.00

Electric Maintenance	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Electric Distribution Manager	1	1	1	1	1.00	1.00	1.00	1.00
Electric Crew Leader	4	4	4	4	4.00	4.00	4.00	4.00
Line Worker	10	4	4	4	10.00	4.00	4.00	4.00
Sr Line Worker	0	4	4	4	0.00	4.00	4.00	4.00
Line Person Apprentice I/II	4	4	4	4	4.00	4.00	4.00	4.00
Line Person Apprentice III/IV	0	4	2	4	0.00	4.00	2.00	2.00
Line Person Helper	3	2	4	2	3.00	2.00	4.00	4.00
Service Technician	0	2	2	2	0.00	2.00	2.00	2.00
Inventory Control Technician	1	1	1	1	1.00	1.00	1.00	1.00
Total	23	26	26	26	23.00	26.00	26.00	26.00

Utility Billing and Collections	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Utility Billing Manager	1	1	1	1	1.00	1.00	1.00	1.00
Utility Applications Administrator	1	1	1	1	1.00	1.00	1.00	1.00
Billing Quality Assurance Specialist	1	1	1	1	1.00	1.00	1.00	1.00
Utilities Customer Service Supervisor	2	2	2	2	2.00	2.00	2.00	2.00
Accounting Specialist	5	5	5	6	5.00	5.00	5.00	6.00
Lead Cashier	2	2	2	2	2.00	2.00	2.00	2.00
Utilities Customer Service Clerk	3	3	3	2	3.00	3.00	3.00	2.00
Total	15	15	15	15	15.00	15.00	15.00	15.00

Resource Recovery	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Community Enhancement Mngr	1	1	1	1	1.00	1.00	1.00	1.00
Resource Recovery Coordinator	1	2	1	1	1.00	2.00	1.00	1.00
Resource Recovery Specialist	1	0	1	1	1.00	0.00	0.32	0.32
Community Enhancement Specialist	1	1	1	1	1.00	1.00	1.00	1.00
Intern	3	3	3	3	0.96	0.96	0.32	0.32
Total	7	7	7	7	4.96	4.96	3.64	3.64

Transit	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Transit Support Specialist	1	1	1	1	1.00	1.00	1.00	1.00
Transit Manager	1	1	1	1	1.00	1.00	1.00	1.00
Total	2	2	2	2	2.00	2.00	2.00	2.00

Main Street	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Main Street Program Coordinator	1	1	1	1	1.00	1.00	1.00	1.00
Intern	0	0	2	2	0.00	0.00	1.00	1.00
Administrative Assistant	0	1	1	1	0.00	1.00	1.00	1.00
Downtown Grounds	1	1	1	1	1.00	1.00	1.00	1.00
Total	2	3	5	5	2.00	3.00	4.00	4.00

CVB	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Director of CVB	1	1	1	1	1.00	1.00	1.00	1.00
Destination Service Manager	1	1	1	1	1.00	1.00	1.00	1.00
Innovation Manager	1	1	1	1	1.00	1.00	1.00	1.00
Social Media Specialist	1	1	1	1	1.00	1.00	1.00	1.00
Destination Event Specialist	1	1	1	1	1.00	1.00	1.00	1.00
Administrative Coordinator	1	1	0	0	1.00	1.00	0.00	0.00
Visitor Services Specialist	1	1	1	1	0.50	0.50	1.00	1.00
Arts Coordinator	1	1	1	1	0.50	0.50	1.00	1.00
Total	8	8	7	7	7.00	7.00	7.00	7.00

WIC Administration	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
Administrative Assistant, Senior	1	1	1	1	1.00	1.00	1.00	1.00
Health & Nutrition Specialist	5	5	5	5	5.00	5.00	5.00	5.00
WIC Clerk	8	8	8	8	8.00	8.00	8.00	8.00
Total	14	14	14	14	14.00	14.00	14.00	14.00

WIC Nutrition	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
WIC Program Administrator	1	1	1	1	1.00	1.00	1.00	1.00
WIC Supervisor/Nutritionist	5	5	5	5	5.00	5.00	5.00	5.00
Total	6	6	6	6	6.00	6.00	6.00	6.00

WIC Lactation	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
WIC Program Supervisor	1	1	1	1	1.00	1.00	1.00	1.00
Total	1	1	1	1	1.00	1.00	1.00	1.00

WIC Peer Counselor	Positions				Full Time Equivalent			
	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21	Actual 2018-19	Adopted 2019-20	Actual 2019-20	Adopted 2020-21
WIC Clerk/Breastfeeding Peer Counselor	4	4	4	4	4.00	4.00	4.00	4.00
Total	4	4	4	4	4.00	4.00	4.00	4.00

FY 2021-2030 10 Year CIP Project List

Category	Project ID	Project Name	2021 Proposed City Cost	2022 Proposed City Cost	2023 Proposed City Cost	2024 Proposed City Cost	2025 Proposed City Cost	2026 - 2030 Proposed City Cost	Total City 10 Year Cost
Airport	159	Airport - Routine Maintenance Grant Match	$ 50,000						$ 50,000
Airport	520	Airport - Runway 17-35 Extension			$ 500,000		$ 2,000,000		$ 2,500,000
Airport	605	Airport - WWII Tower and Electric Vault relocation				$ 150,000	$ 600,000		$ 750,000
CVB	473	Arts District to enhance performing and visual space						$ 100,000	$ 100,000
Eng.	606	Airport - FM 110 Connection Drive		$ 100,000	$ 600,000				$ 700,000
Eng.	630	Cheatham Street Sidewalks				$ 20,000	$ 200,000		$ 220,000
Eng.	700	Craddock/Bishop Intersection Imps				$ 50,000		$ 450,000	$ 500,000
Eng.	701	Ed JL Green Sidewalk						$ 140,000	$ 140,000
Eng.	702	North, Hutchison and Mary St. Roundabout						$ 450,000	$ 450,000
Eng.	195	SH 21 San Marcos River Bridge Prel Eng. Rpt				$ 200,000			$ 200,000
Eng.	230	Transportation Master Plan			$ 400,000			$ 400,000	$ 800,000
Eng.	583	Transportation Oversize		$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 500,000	$ 900,000
Eng.	718	UPRR Quiet Zone - Uhland Rd. Quad Gates				$ 1,000,000			$ 1,000,000
Fire	776	Fire Department Replacement Battalion Chief Command						$ 225,000	$ 225,000
Fire	403	Fire Department Replacement Brush Truck #2 (52-319)						$ 285,000	$ 285,000
Fire	62	Fire Department Replacement Engine (52-614)	$ 785,000						$ 785,000
Fire	773	Fire Department Replacement Engine (52-628)		$ 910,000					$ 910,000
Fire	775	Fire Department Replacement Engine (17050)						$ 1,200,000	$ 1,200,000
Fire	774	Fire Department Replacement Truck (52-631)						$ 1,500,000	$ 1,500,000
Fire	603	Fire Department New Engine - Airport			$ 955,000				$ 955,000
Fire	772	Fire Department New Engine - Yarrington and IH 35 (Blanco Vista)			$ 865,000				$ 865,000
Fire	8	Fire Department New Station - Airport		$ 650,000	$ 8,100,000				$ 8,750,000
Fire	601	Fire Department New Station - Highpoint/Trace Station #6	$ 4,500,000						$ 4,500,000
Fire	771	Fire Department New Station - Yarrington and IH 35 (Blanco Vista)		$ 1,500,000	$ 500,000	$ 8,000,000			$ 10,000,000
Fire	722	Fire Station #2 Demolition		$ 50,000					$ 50,000
Fire	728	Fire Station #5 Parking Lot Expansion			$ 25,000	$ 150,000			$ 175,000
Fire	725	Fire Station #1 Remodel		$ 200,000	$ 1,800,000				$ 2,000,000
Fire	726	Fire Station #3 Remodel			$ 100,000	$ 900,000			$ 1,000,000
General	524	Airport - Taxiway System, Ramp Rehab Design		$ 1,600,000					$ 1,600,000
General	627	Belvin Street Improvements			$ 200,000			$ 650,000	$ 850,000
General	730	Bishop Sidewalk Imps - Franklin to Prospect					$ 225,000	$ 980,000	$ 1,205,000
General	183	Bishop Street Improvements		$ 50,000	$ 850,000				$ 900,000
General	199	Chestnut Street Improvements					$ 375,000	$ 1,230,000	$ 1,605,000
General	31	Comprehensive Plan					$ 100,000		$ 100,000
General	667	Critical Facility Security		$ 50,000	$ 50,000				$ 100,000
General	39	Disaster Recovery Infrastructure	$ 170,000					$ 170,000	$ 340,000
General	582	E. Aquarena Springs Drive Reconstruction			$ 600,000				$ 600,000
General	547	Ed JL Green Dr Imps				$ 220,000		$ 580,000	$ 800,000
General	69	Fiber Optic Infrastructure Expansions		$ 80,000	$ 80,000	$ 80,000	$ 35,000		$ 275,000
General	477	Guadalupe Street Improvements							$ -

FY 2021-2030 10 Year CIP Project List

Category	Project ID	Project Name	2021 Proposed City Cost	2022 Proposed City Cost	2023 Proposed City Cost	2024 Proposed City Cost	2025 Proposed City Cost	2026 - 2030 Proposed City Cost	Total City 10 Year Cost
General	691	Heritage Neighborhood Imps				$ 400,000		$ 2,000,000	$ 2,400,000
General	719	Hopkins Drainage and Wastewater Imps from Riverside to City Hall				$ 200,000		$ 700,000	$ 900,000
General	96	Hwy 123 12" Water AC Line Replacement				$ 300,000		$ 700,000	$ 1,000,000
General	629	IH-35 Utility Relocations - Hwy 123 and River Ridge	$ 350,000						$ 350,000
General	600	Kingwood and Sherwood Imps			$ 1,500,000				$ 1,500,000
General	563	Linda Drive Improvements		$ -					$ -
General	559	Long Street Realignment						$ 800,000	$ 800,000
General	692	MLK Street Reconstruction				$ 450,000		$ 2,100,000	$ 2,550,000
General	509	Mockingbird Hills Subdivision Imps				$ 750,000		$ 4,000,000	$ 4,750,000
General	742	Nance North Drainage Imps.				$ 30,000		$ 200,000	$ 230,000
General	678	Network Cabling Infrastructure for City Facilities - Bond	$ 300,000						$ 300,000
General	593	Old RR12/Moore Street Reconstruction					$ 250,000	$ 2,200,000	$ 2,450,000
General	372	Pat Garrison Improvements from Comanche to Guadalupe			$ 75,000		$ 750,000		$ 825,000
General	748	Purgatory Creek Improvements Ph 2			$ 1,200,000		$ 2,900,000	$ 5,500,000	$ 9,600,000
General	596	Ramsay St. Reconstruction			$ 150,000		$ 700,000		$ 850,000
General	173	River Ridge Extension to Post Road					$ 3,200,000	$ 6,300,000	$ 9,500,000
General	419	Sessom/Academy Intersection Improvements	$ 155,000						$ 155,000
General	650	Sessom Shared Use Path from N LBJ to Comanche				$ 230,000		$ 2,200,000	$ 2,430,000
General	694	Stagecoach Road Extension						$ 1,860,000	$ 1,860,000
General	747	Strategic Land Acquisition			$ 250,000				$ 250,000
General	644	Sunset Acres Subdivision		$ 100,000	$ 2,100,000				$ 2,200,000
General	638	Surface Water Treatment Plant Access							$ -
General	746	Telephone System and Replacement		$ 150,000					$ 150,000
General	234	Victory Gardens Neighborhood Improvements Ph. II - South Section				$ 400,000		$ 1,400,000	$ 1,800,000
General	778	William Pettus Improvements					$ 550,000	$ 1,900,000	$ 2,450,000
General B	594	Hopkins Street Improvements Project from Moore to Guadalupe		$ 100,000	$ 1,300,000				$ 1,400,000
General B	464	Old Ranch Road 12 Improvements – Craddock to Holland		$ 50,000	$ 1,500,000				$ 1,550,000
General B	679	Purgatory Creek Improvements Ph 1			$ 1,400,000	$ 8,900,000			$ 10,300,000
General B	525	Wallace Addition Subdivision		$ 1,000,000			$ 5,000,000		$ 6,000,000
General T	415	Downtown Alley Reconstruction	$ 100,000		$ 500,000				$ 600,000
General T	752	Downtown Alley Reconstruction Ph 2					$ 40,000	$ 160,000	$ 200,000
General T	712	Downtown Pedestrian Safety & Comfort Improvements	$ 200,000	$ 200,000	$ 200,000	$ 200,000			$ 800,000
General T	614	Downtown Property Acquisition	$ 2,000,000						$ 2,000,000
General T	45	Downtown Reconstruction Ph. II - LBJ: Grove St. to Hopkins			$ 650,000			$ 2,400,000	$ 3,050,000
Gen Svs	736	Boy Scout Hut Stabilization		$ 50,000					$ 50,000
Gen Svs	475	City Facilities HVAC Replacement	$ 250,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000		$ 4,250,000
Gen Svs	169	City Facility Parking Lots	$ 125,000	$ 250,000					$ 375,000

FY 2021-2030 10 Year CIP Project List

Category	Project ID	Project Name	2021 Proposed City Cost	2022 Proposed City Cost	2023 Proposed City Cost	2024 Proposed City Cost	2025 Proposed City Cost	2026 - 2030 Proposed City Cost	Total City 10 Year Cost
Gen Svs	753	City Facility Roof Replacements	$ 250,000	$ 500,000	$ 500,000				$ 1,250,000
Gen Svs	526	City Facility Major Maintenance/Repairs	$ 250,000	$ 1,000,000	$ 1,000,000	$ 300,000	$ 300,000	$ 1,500,000	$ 4,350,000
Gen Svs	739	Dunbar Education Building Stabilization			$ 75,000	$ 250,000			$ 325,000
Gen Svs	589	Senior Citizens Center						$ 2,550,000	$ 2,550,000
Gen Svs	476	Sheltered Bus Stops/ADA Improvements		$ 80,000		$ 80,000			$ 160,000
Gen Svs	754	Transit Intermodal Station				$ 500,000	$ 5,000,000		$ 5,500,000
Gen Svs	755	Transit Maintenance and Administration Facility						$ 2,200,000	$ 2,200,000
Nbrhood Enhan.	732	Animal Shelter - Long Term Imps		$ 75,000		$ 750,000	$ 5,500,000		$ 6,325,000
Nbrhood Enhan.	697	Household Hazardous Waste New Facility	$ 500,000		$ 5,000,000				$ 5,500,000
Parks & Rec	655	Activity Center Splash Pad/Playground		$ 50,000	$ 100,000	$ 500,000			$ 650,000
Parks & Rec	411	Blanco River Village City Park					$ 200,000		$ 200,000
Parks & Rec	751	Gary Softball Complex Renovation Ph 2.			$ 2,000,000				$ 2,000,000
Parks & Rec	590	Nature Center						$ 3,050,000	$ 3,050,000
Parks & Rec	756	Open Space Development Plan		$ 100,000					$ 100,000
Parks & Rec	740	River Parks ADA Restroom Imps		$ 600,000					$ 600,000
Parks & Rec	449	River Parks Development Plan	$ 100,000						$ 100,000
Parks & Rec	189	San Marcos Youth Baseball Complex					$ 900,000	$ 9,000,000	$ 9,900,000
Parks & Rec	656	Spray Pads East side/West Side		$ 100,000	$ 400,000	$ 400,000			$ 900,000
Parks & Rec	616	Cemetery Improvements		$ 225,000	$ 400,000				$ 625,000
Public Safety	610	Police Department Renovations	$ 2,000,000						$ 2,000,000
Public Safety	30	Public Safety Mobile Video Technology	$ 200,000	$ 200,000	$ 200,000			$ 690,000	$ 1,290,000
Public Svs	703	Traffic Signal Synchronization and Improvement Project		$ 226,000		$ 106,000		$ 111,000	$ 443,000
		General Fund	**$ 4,985,000**	**$ 11,146,000**	**$ 30,875,000**	**$ 26,416,000**	**$ 29,885,000**	**$ 59,821,000**	**$ 163,128,000**
		General TIRZ Funded	**$ 2,300,000**	**$ 200,000**	**$ 1,350,000**	**$ 200,000**	**$ 40,000**	**$ 2,560,000**	**$ 6,650,000**
		General Approved Bond Funded	**$ 4,500,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 4,500,000**
		Resource Recovery Fund	**$ 500,000**	**$ -**	**$ 5,000,000**	**$ -**	**$ -**	**$ -**	**$ 5,500,000**
Water	507	Airport - Utilities & Stormwater Imps			$ 140,000	$ 400,000			$ 540,000
Water	627	Belvin Street Improvements			$ 250,000			$ 700,000	$ 950,000
Water	183	Bishop Street Improvements			$ 850,000				$ 850,000
Water	BLANCO	Blanco Gardens Stormwater	$ 35,000						$ 35,000
Water	325	Briarwood and River Ridge Imps	$ 150,000	$ 500,000					$ 650,000
Water	680	Castle Forest Channel		$ 120,000					$ 120,000
Water	657	Cheatham Water Line Guadalupe to CM Allen		$ 80,000		$ 450,000			$ 530,000
Water	199	Chestnut Street Improvements					$ 150,000	$ 500,000	$ 650,000
Water	31	Comprehensive Plan					$ 100,000		$ 100,000
Water	667	Critical Facility Security		$ 50,000	$ 50,000				$ 100,000
Water	415	Downtown Alley Reconstruction	$ 50,000		$ 250,000				$ 300,000
Water	752	Downtown Alley Reconstruction Ph 2					$ 20,000	$ 100,000	$ 120,000
Water	45	Downtown Reconstruction Ph. II - LBJ: Grove St. to Hopkins			$ 500,000			$ 1,700,000	$ 2,200,000
Water	704	Dunbar Utility Imps		$ 1,800,000					$ 1,800,000
Water	547	Ed JL Green Dr Imps				$ 25,000		$ 60,000	$ 85,000
Water	691	Heritage Neighborhood Imps				$ 280,000		$ 1,400,000	$ 1,680,000

FY 2021-2030 10 Year CIP Project List

Category	Project ID	Project Name	2021 Proposed City Cost	2022 Proposed City Cost	2023 Proposed City Cost	2024 Proposed City Cost	2025 Proposed City Cost	2026 - 2030 Proposed City Cost	Total City 10 Year Cost
Water	594	Hopkins Street Improvements Project from Moore to Guadalupe		$ 200,000	$ 550,000				$ 750,000
Water	669	Highway 80/Davis Lane 18" Wastewater Rehab			$ 840,000				$ 840,000
Water	96	Hwy 123 12" Water AC Line Replacement				$ 500,000		$ 1,200,000	$ 1,700,000
Water	629	IH-35 Utility Relocations - Hwy 123 and River Ridge	$ 550,000						$ 550,000
Water	777	IH-35 Utility Relocations - Phase 3				$ 200,000		$ 700,000	$ 900,000
Water	600	Kingwood and Sherwood Imps	$ 200,000		$ 700,000				$ 900,000
Water	563	Linda Drive Improvements		$ 1,250,000					$ 1,250,000
Water	733	Midway Utility Improvements		$ 300,000					$ 300,000
Water	692	MLK Street Reconstruction				$ 165,000		$ 825,000	$ 990,000
Water	509	Mockingbird Hills Subdivision Imps				$ 250,000		$ 1,200,000	$ 1,450,000
Water	742	Nance North Drainage Imps.				$ 80,000		$ 450,000	$ 530,000
Water	678	Network Cabling Infrastructure for City Facilities - Bond							$ -
Water	464	Old Ranch Road 12 Improvements – Craddock to Holland		$ 50,000	$ 1,500,000				$ 1,550,000
Water	372	Pat Garrison Improvements from Comanche to Guadalupe			$ 205,000		$ 250,000		$ 455,000
Water	679	Purgatory Creek Improvements Ph 1			$ 150,000	$ 1,100,000			$ 1,250,000
Water	748	Purgatory Creek Improvements Ph 2			$ 150,000		$ 300,000	$ 600,000	$ 1,050,000
Water	596	Ramsay St. Reconstruction			$ 100,000		$ 515,000		$ 615,000
Water	695	Ridgeway Hillcrest Drainage Improvements						$ 50,000	$ 50,000
Water	419	Sessom/Academy Intersection Improvements	$ 150,000						$ 150,000
Water	545	Shady, Valley, Gravel Utility Improvements			$ 200,000		$ 850,000		$ 1,050,000
Water	694	Stagecoach Road Extension						$ 745,000	$ 745,000
Water	747	Strategic Land Acquisition			$ 250,000				$ 250,000
Water	644	Sunset Acres Subdivision			$ 950,000				$ 950,000
Water	638	Surface Water Treatment Plant Access						$ 1,500,000	$ 1,500,000
Water	746	Telephone System and Replacement		$ 63,000					$ 63,000
Water	234	Victory Gardens Neighborhood Improvements Ph. II - South Section				$ 700,000		$ 2,300,000	$ 3,000,000
Water	525	Wallace Addition Subdivision		$ 300,000			$ 1,900,000		$ 2,200,000
Water	24	Centerpoint Rd 12" Water Main Extension					$ 200,000	$ 1,300,000	$ 1,500,000
Water	658	Clovis Barker Water Line					$ 100,000	$ 1,000,000	$ 1,100,000
Water	556	Comanche Pump Station Improvements	$ 450,000	$ 2,800,000					$ 3,250,000
Water	659	Comanche Pump Station to Old Ranch Road 12 Water Line					$ 100,000	$ 900,000	$ 1,000,000
Water	538	Deerwood Water Improvements				$ 700,000		$ 4,000,000	$ 4,700,000
Water	660	Harris Hill Rd Water Line				$ 150,000		$ 1,150,000	$ 1,300,000
Water	91	Hopkins Water Line Replacement - LBJ to CM Allen				$ 100,000		$ 400,000	$ 500,000
Water	581	Hunter Water Main Extension from Harmons Way to H&H Industrial Park	$ 600,000		$ 2,200,000				$ 2,800,000
Water	414	Hwy 21 Water		$ 2,500,000					$ 2,500,000
Water	661	Hwy 80 Water Line			$ 250,000	$ 2,000,000			$ 2,250,000

FY 2021-2030 10 Year CIP Project List

Category	Project ID	Project Name	2021 Proposed City Cost	2022 Proposed City Cost	2023 Proposed City Cost	2024 Proposed City Cost	2025 Proposed City Cost	2026 - 2030 Proposed City Cost	Total City 10 Year Cost
Water	98	IH 35 Water McCarty-Centerpoint					$ 300,000	$ 1,500,000	$ 1,800,000
Water	505	IH 35S Water Improvements - Clovis Barker south across creek	$ 250,000						$ 250,000
Water	100	IH 35S Water Wonder World to Clovis Barker and Civic						$ 1,925,000	$ 1,925,000
Water	522	Lazy Lane Water Improvements			$ 400,000	$ 2,100,000			$ 2,500,000
Water	99	Long St. Waterline Crossing						$ 700,000	$ 700,000
Water	662	Old Bastrop Hwy Posey to Francis Harris Water Line						$ 825,000	$ 825,000
Water	706	Old Bastrop Hwy Water Centerpoint to Horace Howard						$ 1,050,000	$ 1,050,000
Water	613	Rattler Road Water Line Extension			$ 100,000		$ 800,000		$ 900,000
Water	671	Reclaimed Water System Expansion Ph. 2						$ 7,100,000	$ 7,100,000
Water	663	Stagecoach to Bishop Water Line Extension						$ 550,000	$ 550,000
Water	208	Stagecoach to Great Oaks Drive Water Line						$ 2,100,000	$ 2,100,000
Water	757	Surface Water Treatment Agreement w/CRWA	$ 5,146,575						$ 5,146,575
Water	664	Trails End Water Line Extension to Kissing Tree			$ 40,000	$ 400,000			$ 440,000
Water	665	Trunk Hill Pumps					$ 2,500,000		$ 2,500,000
Water	231	Trunk Hill Tank			$ 1,790,000				$ 1,790,000
Water	666	Trunk Hill to Lazy Lane Water Line					$ 50,000	$ 400,000	$ 450,000
Water	668	Undersized Water Main Replacements		$ 150,000		$ 1,000,000			$ 1,150,000
Water	720	University Dr. Water replacement - CM Allen to Sessom			$ 200,000	$ 600,000			$ 800,000
Water	248	Water Improvements	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 750,000	$ 1,500,000
Water	249	Water Main Oversizing	$ 150,000		$ 150,000		$ 150,000	$ 300,000	$ 750,000
Water	250	Water Master Plan					$ 500,000	$ 500,000	$ 1,000,000
Water	251	Water Pump Station Improvements	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 750,000	$ 1,500,000
Water	288	Water Supply - ARWA	$ 36,500,000					$ 5,300,000	$ 41,800,000
Water	247	Water System Improvements	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 750,000	$ 1,500,000
		Water Fund Total	**$ 44,681,575**	**$ 10,613,000**	**$ 13,215,000**	**$ 11,650,000**	**$ 9,235,000**	**$ 47,280,000**	**$ 136,674,575**
Wastewater	507	Airport - Utilities & Stormwater Imps			$ 200,000	$ 800,000			$ 1,000,000
Wastewater	627	Belvin Street Improvements			$ 300,000			$ 800,000	$ 1,100,000
Wastewater	183	Bishop Street Improvements			$ 850,000				$ 850,000
Wastewater	BLANCO	Blanco Gardens Stormwater	$ 250,000						$ 250,000
Wastewater	680	Castle Forest Channel		$ 120,000					$ 120,000
Wastewater	199	Chestnut Street Improvements					$ 110,000	$ 360,000	$ 470,000
Wastewater	39	Disaster Recovery Infrastructure	$ 170,000					$ 170,000	$ 340,000
Wastewater	415	Downtown Alley Reconstruction	$ 50,000		$ 250,000				$ 300,000
Wastewater	752	Downtown Alley Reconstruction Ph 2					$ 20,000	$ 100,000	$ 120,000
Wastewater	45	Downtown Reconstruction Ph. II - LBJ: Grove St. to Hopkins			$ 500,000			$ 1,200,000	$ 1,700,000
Wastewater	704	Dunbar Utility Imps		$ 1,800,000					$ 1,800,000
Wastewater	547	Ed JL Green Dr Imps				$ 85,000		$ 415,000	$ 500,000
Wastewater	69	Fiber Optic Infrastructure Expansions		$ 80,000	$ 80,000	$ 80,000	$ 35,000		$ 275,000
Wastewater	691	Heritage Neighborhood Imps				$ 240,000		$ 1,200,000	$ 1,440,000

FY 2021-2030 10 Year CIP Project List

Category	Project ID	Project Name	2021 Proposed City Cost	2022 Proposed City Cost	2023 Proposed City Cost	2024 Proposed City Cost	2025 Proposed City Cost	2026 - 2030 Proposed City Cost	Total City 10 Year Cost
Wastewater	719	Hopkins Drainage and Wastewater Imps from Riverside to City Hall				$ 20,000		$ 100,000	$ 120,000
Wastewater	594	Hopkins Street Improvements Project from Moore to Guadalupe		$ 200,000	$ 550,000				$ 750,000
Wastewater	669	Highway 80/Davis Lane 18" Wastewater Rehab			$ 2,700,000				$ 2,700,000
Wastewater	629	IH-35 Utility Relocations - Hwy 123 and River Ridge	$ 700,000						$ 700,000
Wastewater	777	IH-35 Utility Relocations - Phase 3				$ 150,000		$ 400,000	$ 550,000
Wastewater	600	Kingwood and Sherwood Imps	$ 200,000		$ 650,000				$ 850,000
Wastewater	563	Linda Drive Improvements		$ 1,250,000					$ 1,250,000
Wastewater	427	Main Lift Station (LS #1) Replacement		$ 1,200,000		$ 8,600,000			$ 9,800,000
Wastewater	733	Midway Utility Improvements		$ 300,000					$ 300,000
Wastewater	692	MLK Street Reconstruction				$ 165,000		$ 825,000	$ 990,000
Wastewater	742	Nance North Drainage Imps.				$ 90,000		$ 550,000	$ 640,000
Wastewater	464	Old Ranch Road 12 Improvements – Craddock to Holland		$ 50,000	$ 1,200,000				$ 1,250,000
Wastewater	372	Pat Garrison Improvements from Comanche to Guadalupe			$ 10,000		$ 100,000		$ 110,000
Wastewater	679	Purgatory Creek Improvements Ph 1			$ 150,000	$ 1,100,000			$ 1,250,000
Wastewater	748	Purgatory Creek Improvements Ph 2			$ 150,000		$ 300,000	$ 600,000	$ 1,050,000
Wastewater	596	Ramsay St. Reconstruction			$ 25,000		$ 115,000		$ 140,000
Wastewater	695	Ridgeway Hillcrest Drainage Improvements						$ 50,000	$ 50,000
Wastewater	419	Sessom/Academy Intersection Improvements	$ 350,000						$ 350,000
Wastewater	545	Shady, Valley, Gravel Utility Improvements			$ 350,000		$ 1,700,000		$ 2,050,000
Wastewater	694	Stagecoach Road Extension						$ 745,000	$ 745,000
Wastewater	747	Strategic Land Acquisition			$ 250,000				$ 250,000
Wastewater	644	Sunset Acres Subdivision		$ 100,000	$ 900,000				$ 1,000,000
Wastewater	746	Telephone System and Replacement		$ 62,000					$ 62,000
Wastewater	234	Victory Gardens Neighborhood Improvements Ph. II - South Section				$ 750,000		$ 2,500,000	$ 3,250,000
Wastewater	525	Wallace Addition Subdivision		$ 300,000			$ 1,900,000		$ 2,200,000
Wastewater	568	Airport 10-inch/12-inch Wastewater Main		$ 650,000		$ 2,500,000			$ 3,150,000
Wastewater	576	Blanco River Village Lift Station (LS #21) and City Softball Fields Lift Station (LS #47) Decommissioning				$ 145,000	$ 720,000		$ 865,000
Wastewater	422	Brown Terrace Lift Station 20 Upsize				$ 25,000	$ 125,000		$ 150,000
Wastewater	425	Care Inn Wastewater Lift Station 5	$ 400,000						$ 400,000
Wastewater	575	Gary Job Corp Lift Station (LS #46) Decommissioning			$ 2,000,000				$ 2,000,000
Wastewater	564	Hemphill Creek 12-inch, 24-inch, 27-inch Wastewater Main				$ 1,400,000	$ 7,000,000		$ 8,400,000
Wastewater	572	Highway 80 Lift Station Expansion						$ 780,000	$ 780,000
Wastewater	97	IH 35 Ellis to Wonderworld WW Improvements	$ 450,000	$ 1,400,000					$ 1,850,000
Wastewater	642	Rehab LS14 River Road	$ 150,000						$ 150,000
Wastewater	573	Upper Blanco River 24-Inch Wastewater Transfer Interceptor						$ 5,650,000	$ 5,650,000

FY 2021-2030 10 Year CIP Project List

Category	Project ID	Project Name	2021 Proposed City Cost	2022 Proposed City Cost	2023 Proposed City Cost	2024 Proposed City Cost	2025 Proposed City Cost	2026 - 2030 Proposed City Cost	Total City 10 Year Cost
Wastewater	258	Wastewater Collection Improvements	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 750,000	$ 1,500,000
Wastewater	244	Wastewater Improvements	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 750,000	$ 1,500,000
Wastewater	245	Wastewater Lift Station Improvements	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 750,000	$ 1,500,000
Wastewater	246	Wastewater Master Plan Update		$ 400,000				$ 400,000	$ 800,000
Wastewater	708	Wastewater Oversizing				$ 500,000			$ 500,000
Wastewater	571	WWTP 4.0 MGD AADF Expansion			$ 3,000,000		$ 17,500,000		$ 20,500,000
Wastewater	727	WWTP Misc. Improvements Ph 2	$ 7,704,000						$ 7,704,000
Wastewater	707	Sessom Creek Restoration - Phase 2		$ 800,000					$ 800,000
		Wastewater Fund Total	**$ 10,874,000**	**$ 9,162,000**	**$ 14,565,000**	**$ 17,100,000**	**$ 30,075,000**	**$ 19,095,000**	**$ 100,871,000**
Stormwater	524	Airport - Taxiway System, Ramp Rehab Design							$ -
Stormwater	507	Airport - Utilities & Stormwater Imps			$ 140,000	$ 600,000			$ 740,000
Stormwater	627	Belvin Street Improvements			$ 500,000			$ 1,400,000	$ 1,900,000
Stormwater	730	Bishop Sidewalk Imps - Franklin to Prospect					$ 75,000	$ 325,000	$ 400,000
Stormwater	183	Bishop Street Improvements		$ 200,000	$ 5,800,000				$ 6,000,000
Stormwater	680	Castle Forest Channel		$ 1,500,000					$ 1,500,000
Stormwater	199	Chestnut Street Improvements					$ 65,000	$ 150,000	$ 215,000
Stormwater	415	Downtown Alley Reconstruction			$ 400,000				$ 400,000
Stormwater	752	Downtown Alley Reconstruction Ph 2							$ -
Stormwater	45	Downtown Reconstruction Ph. II - LBJ: Grove St. to Hopkins			$ 650,000			$ 2,400,000	$ 3,050,000
Stormwater	582	E. Aquarena Springs Drive Reconstruction			$ 100,000				$ 100,000
Stormwater	547	Ed JL Green Dr Imps				$ 350,000		$ 1,100,000	$ 1,450,000
Stormwater	477	Guadalupe Street Improvements							$ -
Stormwater	691	Heritage Neighborhood Imps				$ 1,000,000		$ 5,000,000	$ 6,000,000
Stormwater	719	Hopkins Drainage and Wastewater Imps from Riverside to City Hall				$ 60,000		$ 230,000	$ 290,000
Stormwater	594	Hopkins Street Improvements Project from Moore to Guadalupe		$ 100,000	$ 1,900,000				$ 2,000,000
Stormwater	96	Hwy 123 12" Water AC Line Replacement				$ 200,000		$ 500,000	$ 700,000
Stormwater	629	IH-35 Utility Relocations - Hwy 123 and River Ridge	$ 5,300,000						$ 5,300,000
Stormwater	777	IH-35 Utility Relocations - Phase 3				$ 150,000		$ 400,000	$ 550,000
Stormwater	600	Kingwood and Sherwood Imps	$ 100,000		$ 1,500,000				$ 1,600,000
Stormwater	563	Linda Drive Improvements		$ -					$ -
Stormwater	559	Long Street Realignment						$ 250,000	$ 250,000
Stormwater	692	MLK Street Reconstruction				$ 30,000		$ 50,000	$ 80,000
Stormwater	509	Mockingbird Hills Subdivision Imps				$ 70,000		$ 350,000	$ 420,000
Stormwater	742	Nance North Drainage Imps.				$ 250,000		$ 1,200,000	$ 1,450,000
Stormwater	464	Old Ranch Road 12 Improvements – Craddock to Holland		$ 100,000	$ 3,400,000				$ 3,500,000
Stormwater	593	Old RR12/Moore Street Reconstruction					$ 400,000	$ 1,550,000	$ 1,950,000
Stormwater	372	Pat Garrison Improvements from Comanche to Guadalupe			$ 70,000		$ 700,000		$ 770,000
Stormwater	679	Purgatory Creek Improvements Ph 1			$ 1,400,000	$ 9,400,000			$ 10,800,000
Stormwater	748	Purgatory Creek Improvements Ph 2			$ 1,500,000		$ 3,800,000	$ 7,300,000	$ 12,600,000
Stormwater	596	Ramsay St. Reconstruction			$ 50,000		$ 400,000		$ 450,000

FY 2021-2030 10 Year CIP Project List

Category	Project ID	Project Name	2021 Proposed City Cost	2022 Proposed City Cost	2023 Proposed City Cost	2024 Proposed City Cost	2025 Proposed City Cost	2026 - 2030 Proposed City Cost	Total City 10 Year Cost
Stormwater	695	Ridgeway Hillcrest Drainage Improvements						$ 250,000	$ 250,000
Stormwater	173	River Ridge Extension to Post Road					$ 200,000	$ 800,000	$ 1,000,000
Stormwater	419	Sessom/Academy Intersection Improvements	$ 1,200,000						$ 1,200,000
Stormwater	650	Sessom Shared Use Path from N LBJ to Comanche				$ 20,000		$ 120,000	$ 140,000
Stormwater	545	Shady, Valley, Gravel Utility Improvements			$ 350,000		$ 1,700,000		$ 2,050,000
Stormwater	694	Stagecoach Road Extension						$ 4,185,000	$ 4,185,000
Stormwater	644	Sunset Acres Subdivision		$ 1,600,000	$ 3,000,000				$ 4,600,000
Stormwater	746	Telephone System and Replacement		$ 100,000					$ 100,000
Stormwater	234	Victory Gardens Neighborhood Improvements Ph. II - South Section				$ 450,000		$ 2,600,000	$ 3,050,000
Stormwater	525	Wallace Addition Subdivision		$ 600,000			$ 3,600,000		$ 4,200,000
Stormwater	778	William Pettus Improvements					$ 550,000	$ 800,000	$ 1,350,000
Stormwater	734	Cemetery/Franklin Stormwater Imps			$ 100,000		$ 1,800,000		$ 1,900,000
Stormwater	33	Cottonwood Creek Detention Study				$ 3,500,000		$ 12,000,000	$ 15,500,000
Stormwater	358	Downtown SmartCode Water Quality Plan Implementation			$ 100,000	$ 100,000	$ 100,000		$ 300,000
Stormwater	676	Fairlawn Stormwater Imps			$ 350,000		$ 1,100,000		$ 1,450,000
Stormwater	254	Girard/Earle Stormwater Improvements				$ 50,000	$ 200,000		$ 250,000
Stormwater	681	Hills of Hays	$ 3,000,000						$ 3,000,000
Stormwater	599	Hughson Drive Stormwater Improvements							$ -
Stormwater	684	Land Acquisition for future detention/WQ/ Flood storage			$ 500,000		$ 500,000	$ 500,000	$ 1,500,000
Stormwater	682	Midtown Stormwater Ph. 2				$ 400,000		$ 1,300,000	$ 1,700,000
Stormwater	683	McKie at Willow Springs Creek Bridge Replacement						$ 900,000	$ 900,000
Stormwater	190	Schulle Creek Culvert Imp						$ 1,150,000	$ 1,150,000
Stormwater	53	Stormwater Master Plan Update		$ 800,000				$ 1,000,000	$ 1,800,000
Stormwater	210	Stormwater System Improvements	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 600,000	$ 1,200,000
Stormwater	686	UP Railroad Corridor					$ 300,000	$ 1,270,000	$ 1,570,000
Stormwater	618	Various Stormwater Imps		$ 200,000					$ 200,000
Stormwater	731	Wallace Addition Offsite Drainage Imps		$ 6,700,000					$ 6,700,000
Stormwater F	675	Rio Vista Stormwater Imps	$ 400,000	$ 1,100,000					$ 1,500,000
Stormwater F	325	Briarwood and River Ridge Imps	$ 1,200,000	$ 1,400,000					$ 2,600,000
		Stormwater Fund Total	**$ 9,720,000**	**$ 12,020,000**	**$ 21,930,000**	**$ 16,750,000**	**$ 15,610,000**	**$ 49,680,000**	**$ 125,710,000**
		Stormwater CDBG-HUD Fund Total	**$ 1,600,000**	**$ 2,500,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 4,100,000**
Electric	627	Belvin Street Improvements			$ 250,000				$ 250,000
Electric	183	Bishop Street Improvements			$ -				$ -
Electric	657	Cheatham Water Line Guadalupe to CM Allen		$ 60,000		$ 300,000			$ 360,000
Electric	199	Chestnut Street Improvements					$ 20,000	$ 100,000	$ 120,000
Electric	31	Comprehensive Plan					$ 100,000		$ 100,000
Electric	667	Critical Facility Security		$ 50,000	$ 50,000				$ 100,000
Electric	39	Disaster Recovery Infrastructure	$ 170,000					$ 170,000	$ 340,000
Electric	415	Downtown Alley Reconstruction	$ 250,000		$ 1,000,000				$ 1,250,000
Electric	752	Downtown Alley Reconstruction Ph 2					$ 20,000	$ 100,000	$ 120,000
Electric	712	Downtown Pedestrian Safety & Comfort Improvements		$ 235,000		$ 235,000			$ 470,000

FY 2021-2030 10 Year CIP Project List

Category	Project ID	Project Name	2021 Proposed City Cost	2022 Proposed City Cost	2023 Proposed City Cost	2024 Proposed City Cost	2025 Proposed City Cost	2026 - 2030 Proposed City Cost	Total City 10 Year Cost
Electric	45	Downtown Reconstruction Ph. II - LBJ: Grove St. to Hopkins			$ 950,000			$ 3,000,000	$ 3,950,000
Electric	547	Ed JL Green Dr Imps				$ 10,000		$ 70,000	$ 80,000
Electric	69	Fiber Optic Infrastructure Expansions							$ -
Electric	477	Guadalupe Street Improvements	$ 500,000						$ 500,000
Electric	691	Heritage Neighborhood Imps				$ 100,000		$ 500,000	$ 600,000
Electric	719	Hopkins Drainage and Wastewater Imps from Riverside to City Hall				$ 100,000		$ 200,000	$ 300,000
Electric	594	Hopkins Street Improvements Project from Moore to Guadalupe		$ 250,000	$ 1,700,000				$ 1,950,000
Electric	96	Hwy 123 12" Water AC Line Replacement				$ 50,000		$ -	$ 50,000
Electric	629	IH-35 Utility Relocations - Hwy 123 and River Ridge							$ -
Electric	777	IH-35 Utility Relocations - Phase 3				$ 150,000		$ 500,000	$ 650,000
Electric	600	Kingwood and Sherwood Imps	$ 200,000		$ -				$ 200,000
Electric	563	Linda Drive Improvements	$ 90,000	$ 2,800,000					$ 2,890,000
Electric	559	Long Street Realignment						$ 100,000	$ 100,000
Electric	427	Main Lift Station (LS #1) Replacement		$ 50,000					$ 50,000
Electric	509	Mockingbird Hills Subdivision Imps				$ 300,000		$ 1,500,000	$ 1,800,000
Electric	742	Nance North Drainage Imps.				$ -		$ 200,000	$ 200,000
Electric	678	Network Cabling Infrastructure for City Facilities - Bond							$ -
Electric	464	Old Ranch Road 12 Improvements – Craddock to Holland		$ -	$ -				$ -
Electric	593	Old RR12/Moore Street Reconstruction					$ 200,000	$ 2,000,000	$ 2,200,000
Electric	372	Pat Garrison Improvements from Comanche to Guadalupe			$ 50,000		$ 2,500,000		$ 2,550,000
Electric	679	Purgatory Creek Improvements Ph 1			$ 100,000	$ 500,000			$ 600,000
Electric	748	Purgatory Creek Improvements Ph 2			$ 150,000		$ 300,000	$ 600,000	$ 1,050,000
Electric	596	Ramsay St. Reconstruction			$ 115,000		$ 605,000		$ 720,000
Electric	419	Sessom/Academy Intersection Improvements	$ -						$ -
Electric	650	Sessom Shared Use Path from N LBJ to Comanche				$ 230,000		$ 550,000	$ 780,000
Electric	545	Shady, Valley, Gravel Utility Improvements			$ 40,000		$ 250,000		$ 290,000
Electric	694	Stagecoach Road Extension						$ -	$ -
Electric	747	Strategic Land Acquisition			$ 250,000				$ 250,000
Electric	644	Sunset Acres Subdivision		$ 400,000	$ -				$ 400,000
Electric	746	Telephone System and Replacement		$ 125,000					$ 125,000
Electric	234	Victory Gardens Neighborhood Improvements Ph. II - South Section				$ -			$ -
Electric	525	Wallace Addition Subdivision		$ -		$ 1,500,000			$ 1,500,000
Electric	758	Automatic Fault Indicators Project	$ 800,000						$ 800,000
Electric	759	Blanco Gardens Underground	$ 1,910,000		$ 5,500,000	$ 1,590,000			$ 9,000,000
Electric	760	CA-30 Circuit Creation		$ 4,200,000					$ 4,200,000
Electric	40	Customer Extensions - New Service	$ 485,421	$ 492,702					$ 978,123
Electric	761	Downtown Grid Automation	$ 800,000						$ 800,000
Electric	762	HEB Warehouse Reconductor	$ 600,000						$ 600,000

FY 2021-2030 10 Year CIP Project List

Category	Project ID	Project Name	2021 Proposed City Cost	2022 Proposed City Cost	2023 Proposed City Cost	2024 Proposed City Cost	2025 Proposed City Cost	2026 - 2030 Proposed City Cost	Total City 10 Year Cost
Electric	763	HT-70 Reroute/Reconductor	$ 725,000						$ 725,000
Electric	764	HT-110 Reconductor		$ 725,000					$ 725,000
Electric	765	K1 Charter Academy Underground Conversion	$ 90,000	$ 960,000					$ 1,050,000
Electric	735	Power Transformer Monitoring	$ 455,000						$ 455,000
Electric	766	RR-100 Reconductor	$ 850,000						$ 850,000
Electric	767	San Marcos Mobile Home Park Maintenance	$ 400,000						$ 400,000
Electric	769	SM-220 Reconductor Ph 2	$ 965,000						$ 965,000
Electric	768	SM-230 Reconductor		$ 267,500					$ 267,500
Electric	749	Underground Electric Conversion	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 5,000,000	$ 10,000,000
Electric	232	URD Cable Replacement	$ 100,000						$ 100,000
Electric	770	Zone 1 Pole Replacement	$ 70,000	$ 730,000					$ 800,000
		Electric Fund Total	**$ 10,460,421**	**$ 12,345,202**	**$ 11,155,000**	**$ 6,065,000**	**$ 4,995,000**	**$ 14,590,000**	**$ 59,610,623**
		General Fund Total	$ 4,985,000	$ 11,146,000	$ 30,875,000	$ 26,416,000	$ 29,885,000	$ 59,821,000	$ 163,128,000
		Water Fund Total	$ 44,681,575	$ 10,613,000	$ 13,215,000	$ 11,650,000	$ 9,235,000	$ 47,280,000	$ 136,674,575
		Wastewater Fund Total	$ 10,874,000	$ 9,162,000	$ 14,565,000	$ 17,100,000	$ 30,075,000	$ 19,095,000	$ 100,871,000
		Stormwater Fund Total	$ 9,720,000	$ 12,020,000	$ 21,930,000	$ 16,750,000	$ 15,610,000	$ 49,680,000	$ 125,710,000
		Electric Fund Total	$ 10,460,421	$ 12,345,202	$ 11,155,000	$ 6,065,000	$ 4,995,000	$ 14,590,000	$ 59,610,623
		Grand Total All Funds	**$ 80,720,996.00**	**$ 55,286,202.00**	**$ 91,740,000.00**	**$ 77,981,000.00**	**$ 89,800,000.00**	**$ 190,466,000.00**	**$ 585,994,198.00**

Legislation Text

File #: Ord. 2020-71, **Version:** 1

AGENDA CAPTION:

Consider approval of Ordinance 2020-71, on first and final reading, amending Ordinance 2020-52 ordering a General and Special Election to be held on November 3, 2020 by establishing early voting and election day polling places for this election; and making provisions for conducting the election; declaring an emergency creating the need to adopt this ordinance with only one reading; and providing an effective date.

Meeting date: September 1, 2020

Department: City Clerk

Amount & Source of Funding

Funds Required: Click or tap here to enter text.

Account Number: Click or tap here to enter text.

Funds Available: Click or tap here to enter text.

Account Name: Click or tap here to enter text.

Fiscal Note:

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

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

Choose an item.

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

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

☐ Transportation - Choose an item.

☐ Not Applicable

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

Choose an item.

Background Information:

Ordinance 2020-52 was approve on August 4, 2020 calling the election. Since this time polling locations have been identified and approved by Hays County Commissioners Court. This Ordinance includes these locations.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Click or tap here to enter text.

ORDINANCE NO. 2020-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS, AMENDING ORDINANCE 2020-52, ORDERING A GENERAL AND SPECIAL ELECTION TO BE HELD ON NOVEMBER 3, 2020 BY ESTABLISHING EARLY VOTING AND ELECTION DAY POLLING PLACES FOR THIS ELECTION; AND MAKING PROVISIONS FOR CONDUCTING THE ELECTION; DECLARING AN EMERGENCY CREATING THE NEED TO ADOPT THIS ORDINANCE WITH ONLY ONE READING; AND PROVIDING AN EFFECTIVE DATE

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

Ordinance 2020-52 is hereby amended to read as follows (added language is underlined, deleted language is shown with ~~strikethroughs~~):

SECTION 1. A general 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~~, as hereinafter 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. On Election Day, eligible City of San Marcos and Hays County voters may vote at any of the locations listed below. Voters are not limited to only voting in the precinct where they are registered to vote:

POLLING PLACE	ADDRESS	CITY
Calvary Baptist Church	1906 North Interstate 35	San Marcos
Centro Cultural Hispano	211 Lee Street	San Marcos
Dunbar Center	801 MLK Dr.	San Marcos
First Baptist Church – San Marcos	325 W McCarty Lane	San Marcos

Hays County Government Center	712 South Stagecoach Trail Northwest Conference Rooms	San Marcos
Hays County Transportation Department – Yarrington Building	2171 Yarrington Road	San Marcos
Live Oak Health Partners	401 Boradway Street #C	San Marcos
Promiseland Church	1650 Lime Kiln Rd.	San Marcos
San Marcos Activity Center	501 E. Hopkins	San Marcos
San Marcos Fire Station #5	100 Carlson Circle	San Marcos
San Marcos Housing/CM Allen Homes	820 Sturgeon St.	San Marcos
Sinai Pentecostal Church	208 Laredo St.	San Marcos
South Hays Fire Station #12	8301 Ranch Road 12	San Marcos
Stone Brook Seniors Community	300 Stagecoach Trail	San Marcos
Texas State University Performing Arts Center	405 Moon Street	San Marcos

SECTION 3. As per the contract, the Hays County Election Administrator shall appoint presiding judges and alternate judges to serve in this election, and it shall be each such judge's duty to hold the election in their respective precincts

SECTION 4. Each presiding judge may appoint up to four clerks, and with the permission of the Hays County Election Administrator, additional clerks, to serve for each precinct in this election.

SECTION 5. Jennifer Anderson is appointed Early Voting Clerk for the City.

SECTION 6. The main early polling place for early voting by personal appearance for the election is the Hays County Government Center, 712 S. Stagecoach Trail, Northwest Conference Rooms San Marcos, TX 78666. Early voting by personal appearance will be conducted during the following stated dates and times (excluding holidays) at the following locations:

Location	Date	Time
Buda City Hall 405 East Loop Street, Bld. 100 Buda, TX	October 13 – 16, 2020 October 17, 2020 October 18, 2020 October 19, - 23, 2020 October 24, 2020 October 25, 2020 October 26 – October 30, 2020	10:00 a.m. - 7:00 p.m. 7:00 a.m. - 7:00 p.m. 1:00 p.m. - 6:00 p.m. 10:00 a.m. - 7:00 p.m. 7:00 a.m. – 7:00 p.m. 1:00 p.m.- 6:00 p.m. 7:00 a.m. – 7:00 p.m.
Dripping Springs Ranch Park 1042 Event Center Drive Dripping Springs, TX	October 13 – 16, 2020 October 17, 2020 October 18, 2020 October 19, - 23, 2020 October 24, 2020 October 25, 2020 October 26 – October 30, 2020	10:00 a.m. - 7:00 p.m. 7:00 a.m. - 7:00 p.m. 1:00 p.m. - 6:00 p.m. 10:00 a.m. - 7:00 p.m. 7:00 a.m. – 7:00 p.m. 1:00 p.m.- 6:00 p.m. 7:00 a.m. – 7:00 p.m.

Hays County Government Center 712 S. Stagecoach Trail, Northwest Conference Room San Marcos, TX	October 13 – 16, 2020 October 17, 2020 October 18, 2020 October 19, - 23, 2020 October 24, 2020 October 25, 2020 October 26 – October 30, 2020	10:00 a.m. - 7:00 p.m. 7:00 a.m. - 7:00 p.m. 1:00 p.m. - 6:00 p.m. 10:00 a.m. - 7:00 p.m. 7:00 a.m. – 7:00 p.m. 1:00 p.m.- 6:00 p.m. 7:00 a.m. – 7:00 p.m.
Hays County Precinct 4 Office 195 Roger Hanks Parkway Dripping Springs, TX	October 13 – 16, 2020 October 17, 2020 October 18, 2020 October 19, - 23, 2020 October 24, 2020 October 25, 2020 October 26 – October 30, 2020	10:00 a.m. - 7:00 p.m. 7:00 a.m. - 7:00 p.m. 1:00 p.m. - 6:00 p.m. 10:00 a.m. - 7:00 p.m. 7:00 a.m. – 7:00 p.m. 1:00 p.m.- 6:00 p.m. 7:00 a.m. – 7:00 p.m.
Hays County Transportation – Yarrington Building 2171 Yarrington Road San Marcos, TX	October 13 – 16, 2020 October 17, 2020 October 18, 2020 October 19, - 23, 2020 October 24, 2020 October 25, 2020 October 26 – October 30, 2020	10:00 a.m. - 7:00 p.m. 7:00 a.m. - 7:00 p.m. 1:00 p.m. - 6:00 p.m. 10:00 a.m. - 7:00 p.m. 7:00 a.m. – 7:00 p.m. 1:00 p.m.- 6:00 p.m. 7:00 a.m. – 7:00 p.m.
HCISD Administration – Arnold Transportation Building (formerly the bus barn) 21003 Interstate 35 Frontage Road Kyle, TX	October 13 – 16, 2020 October 17, 2020 October 18, 2020 October 19, - 23, 2020 October 24, 2020 October 25, 2020 October 26 – October 30, 2020	10:00 a.m. - 7:00 p.m. 7:00 a.m. - 7:00 p.m. 1:00 p.m. - 6:00 p.m. 10:00 a.m. - 7:00 p.m. 7:00 a.m. – 7:00 p.m. 1:00 p.m.- 6:00 p.m. 7:00 a.m. – 7:00 p.m.
Kyle City Hall 100 West Center Street Kyle, TX	October 13 – 16, 2020 October 17, 2020 October 18, 2020 October 19, - 23, 2020 October 24, 2020 October 25, 2020 October 26 – October 30, 2020	10:00 a.m. - 7:00 p.m. 7:00 a.m. - 7:00 p.m. 1:00 p.m. - 6:00 p.m. 10:00 a.m. - 7:00 p.m. 7:00 a.m. – 7:00 p.m. 1:00 p.m.- 6:00 p.m. 7:00 a.m. – 7:00 p.m.
Live Oak Academy High School 4820 Jack C. Hays Trail Kyle, TX	October 13 – 16, 2020 October 17, 2020 October 18, 2020 October 19, - 23, 2020 October 24, 2020 October 25, 2020 October 26 – October 30, 2020	10:00 a.m. - 7:00 p.m. 7:00 a.m. - 7:00 p.m. 1:00 p.m. - 6:00 p.m. 10:00 a.m. - 7:00 p.m. 7:00 a.m. – 7:00 p.m. 1:00 p.m.- 6:00 p.m. 7:00 a.m. – 7:00 p.m.

Live Oak Health Partners (formerly County Health Department) 401 Broadway Street #C San Marcos, TX	October 13 – 16, 2020 October 17, 2020 October 18, 2020 October 19, - 23, 2020 October 24, 2020 October 25, 2020 October 26 – October 30, 2020	10:00 a.m. - 7:00 p.m. 7:00 a.m. - 7:00 p.m. 1:00 p.m. - 6:00 p.m. 10:00 a.m. - 7:00 p.m. 7:00 a.m. – 7:00 p.m. 1:00 p.m.- 6:00 p.m. 7:00 a.m. – 7:00 p.m.
Scudder Primary School 400 Green Acres Drive Wimberley, TX	October 13 – 16, 2020 October 17, 2020 October 18, 2020 October 19, - 23, 2020 October 24, 2020 October 25, 2020 October 26 – October 30, 2020	10:00 a.m. - 7:00 p.m. 7:00 a.m. - 7:00 p.m. 1:00 p.m. - 6:00 p.m. 10:00 a.m. - 7:00 p.m. 7:00 a.m. – 7:00 p.m. 1:00 p.m.- 6:00 p.m. 7:00 a.m. – 7:00 p.m.
Texas State University Performing Arts Center 405 Moon Street San Marcos, TX	October 13 – 16, 2020 October 17, 2020 October 18, 2020 October 19, - 23, 2020 October 24, 2020 October 25, 2020 October 26 – October 30, 2020	10:00 a.m. - 7:00 p.m. 7:00 a.m. - 7:00 p.m. 1:00 p.m. - 6:00 p.m. 10:00 a.m. - 7:00 p.m. 7:00 a.m. – 7:00 p.m. 1:00 p.m.- 6:00 p.m. 7:00 a.m. – 7:00 p.m.
Wimberley Community Center 14068 Ranch Road 12 Wimberley, TX	October 13 – 16, 2020 October 17, 2020 October 18, 2020 October 19, - 23, 2020 October 24, 2020 October 25, 2020 October 26 – October 30, 2020	10:00 a.m. - 7:00 p.m. 7:00 a.m. - 7:00 p.m. 1:00 p.m. - 6:00 p.m. 10:00 a.m. - 7:00 p.m. 7:00 a.m. – 7:00 p.m. 1:00 p.m.- 6:00 p.m. 7:00 a.m. – 7:00 p.m.

SECTION 7. Early voting by mail ballot shall be conducted in accordance with applicable provisions of the Texas Election Code. The address of 712 S. Stagecoach Trail, Suite 1012 San Marcos, Texas 78666, shall be the early voting clerk's mailing address to which ballot applications and ballots voted by mail may be sent for the City.

SECTION 8. All early votes and other votes to be processed in accordance with early voting procedures pursuant to the Texas Election Code shall be delivered to the Early Voting Ballot Board at the Hays County Election Administrator's office which is located in the City, in accordance with the Election Code. Early votes shall be counted at the central counting station. The Early Voting Ballot Board shall perform in accordance with applicable provisions of the Election Code.

SECTION 9. The Verity Duo Hybrid voting system, shall be utilized in connection with the election. This system shall be utilized for all early voting as well as for all voting conducted on Election Day. Ample voting equipment shall be provided for early voting and in each of the various vote centers on Election Day. The central counting station is established as the Hays County Elections Administrator's office, 712 S. Stagecoach Trail, Suite 1012, San Marcos, Texas.

SECTION 10. The Hays County Elections Administrator will appoint the Early Voting Ballot Board, a Presiding Judge of the Central Counting Station, a Tabulation Supervisor of the Central Counting Station, and a Central Counting Station Manager.

SECTION ~~2~~ 11. 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~~ 12. An executed copy of this Ordinance will serve as proper notice of the election.

SECTION ~~4~~ 13. 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 26, 2020, and will be posted on the bulletin board at City Hall on or before October 13, 2020.

SECTION ~~5~~ 14. 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 15. Testing of the automatic tabulating equipment will be performed and notice thereof will be given in accordance with Subchapter D of Chapter 127 of the Texas Election Code.

SECTION 16. The rate of compensation to be paid judges, clerks, and assistants to the Central Counting Station Presiding Judge and Tabulation Supervisor for services rendered during the election will be compensated at the rate of no more than $12.00 per hour.

SECTION 17. The additional compensation to be paid judges who deliver returns of the election is established at $25.00.

SECTION ~~6~~ 18. 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~~ 19. 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 September 1, 2020

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

Approved:

Michael J. Cosentino
City Attorney

Vote Center Locations for Early Voting and Election Day
2020 November General Election

Early Voting: October 13th, 2020 — October 30th, 2020

Tuesday, October 13th — Friday, October 16th	10 AM — 7 PM
Saturday, October 17th	7 AM — 7 PM
Sunday, October 18th	1 PM — 6 PM
Monday, October 19th — Friday, October 23rd	10 AM — 7 PM
Saturday, October 24th	7 AM — 7 PM
Sunday, October 25th	1 PM — 6 PM
Monday, October 26th — Friday, October 30th	7 AM — 7 PM

Election Day: November 3rd, 2020

Tuesday, November 3rd	7 AM — 7 PM

Jennifer Anderson, Elections Administrator: (512) 393-7310

Early Voting	Election Day	San Marcos	
	✓	**Calvary Baptist Church**	1906 North Interstate 35 Frontage Road
	✓	**Centro Cultural Hispano**	211 Lee Street
	✓	**Dunbar Center**	801 Martin Luther King Drive
	✓	**First Baptist Church San Marcos**	325 West McCarty Lane
✓	✓	**Hays County Government Center**	712 South Stagecoach Trail, Northwest Conference Rooms
✓	✓	**Hays County Transportation — Yarrington Building**	2171 Yarrington Road
✓	✓	**Live Oak Health Partners** (formerly County Health Department)	401 Broadway Street #C
	✓	**Promiseland Church**	1650 Lime Kiln Road
	✓	**San Marcos Activity Center**	501 East Hopkins Street
	✓	**San Marcos Fire Station #5**	100 Carlson Circle
	✓	**San Marcos Housing Authority/ CM Allen Homes**	820 Sturgeon Drive, San Marcos
	✓	**Sinai Pentecostal Church**	208 Laredo Street
	✓	**South Hays Fire Station #12**	8301 Ranch Road 12
	✓	**Stone Brook Seniors Community**	300 South Stagecoach Trail
✓	✓	**Texas State University Performing Arts Center**	405 Moon Street

		Buda	
✓	✓	**Buda City Hall**	405 East Loop Street, Building 100
	✓	**Buda Elementary Upper Campus**	300 San Marcos Street
	✓	**Hays Hills Baptist Church**	1401 North FM 1626
	✓	**McCormick Middle School**	5700 Dacy Lane
	✓	**Southern Hills Church of Christ**	3740 FM 967
		Kyle and Uhland	
	✓	**Chapa Middle School**	3311 Dacy Lane
✓	✓	**HCISD Admin — Arnold Transportation Building** (formerly the bus barn)	21003 Interstate 35 Frontage Road
	✓	**Hays County Precinct 2 Office**	5458 FM 2770
✓	✓	**Kyle City Hall**	100 West Center Street
✓	✓	**Live Oak Academy High School**	4820 Jack C. Hays Trail
	✓	**Tobias Elementary School**	1005 FM 150
	✓	**Uhland Elementary School**	2331 High Road (Uhland)
	✓	**Wallace Middle School**	1500 West Center Street
		Dripping Springs and Austin	
	✓	**Belterra Centre**	151 [688] Trinity Hills Drive (Austin)
✓	✓	**Dripping Springs Ranch Park**	1042 Event Center Drive (Dripping Springs)
✓	✓	**Hays County Precinct 4 Office**	195 Roger Hanks Parkway (Dripping Springs)
	✓	**North Hays County Fire/Rescue Station #2 — Driftwood Battalion**	15850 FM 1826 (Austin)
		Wimberley	
	✓	**Cypress Creek Church**	211 Stillwater
✓	✓	**Scudder Primary School**	400 Green Acres Drive
	✓	**VFW Post #6441**	401 Jacobs Well Road
✓	✓	**Wimberley Community Center**	14068 Ranch Road 12

Legislation Text

File #: Ord. 2020-72, **Version:** 1

AGENDA CAPTION:..Title

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

Meeting date: September 1, 2020

Department: Melissa Neel, Assistant Director of Finance

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: City Council adopted the budget policy on March 17 and has held budget workshops on May 26, June 30, and August 13.

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:

City Council held workshops on May 26, June 30 and August 13 to discuss the fiscal year 2021 budget and tax rate. State law requires that the City hold a public hearing before the adoption of the tax rate when the proposed tax rate is more than the no new revenue tax rate. The proposed tax rate of 59.30 cents per $100 valuation is higher than the no new revenue tax rate of 56.50 cents per $100 valuation, thus requiring a public hearing. Notice of the public hearing scheduled for September 15 was published in the San Marcos Daily Record on August 23, 2020.

The tax rate of 59.30 cents per $100 valuation will generate more property taxes than last year by $2,714,724 or 7.9% and of that amount $1,494,301 is tax revenue raised from new property and improvements added to the roll this year. For fiscal year 2021, the debt to operations ratio is 29.27% debt to 70.73% operations meaning 70.73 cents of every tax dollar goes to operations and 29.37 cents pays for debt service. The voter approval tax rate is 61.22 cents per $100 of assessed valuation.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Staff recommends passing the tax rate ordinance to provide property tax revenue in support of General Fund operations.

ORDINANCE NO. 2020-72

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS SETTING THE TAX RATE FOR THE 2020 TAX YEAR AT 59.30 CENTS ON EACH $100 OF TAXABLE VALUE OF REAL PROPERTY THAT IS NOT EXEMPT FROM TAXATION; LEVYING TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; PROVIDING A SINKING FUND FOR THE RETIREMENT OF THE BONDED DEBT OF THE CITY; INCLUDING PROCEDURAL PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

1. The City Council has proposed an ad valorem tax rate of 59.30 cents on each $100 of taxable value for Tax Year 2020.

2. State law requires the City Council to set the time and place of a public hearing on the City's proposed tax rate.

3. The City Council set September 15, 2020 as the date of the public hearing on the proposed tax rate and directed staff to publish notice of the public hearing in a newspaper of general circulation in the City.

4. Notice of the public hearing on the proposed tax rate will be published in a newspaper of general circulation on September 6, 2020 and the notice will include the time and location of the public hearing to be held on September 15, 2020 at 6:00 p.m. at San Marcos City Hall, 630 E. Hopkins Street, San Marcos, Texas.

5. Passage of this ordinance on first reading constitutes a record vote of the City Council as required by Section 26.05 of the Texas Tax Code.

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

SECTION 1. The City Council levies, approves, and orders to be assessed and collected for Fiscal Year 2020-2021 on all property in the corporate limits of the City of San Marcos that is not exempt from taxation, a property (ad valorem) tax at the rate of $59.30 per $100 of taxable value.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.96 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $28.00.

SECTION 2. The property tax rate approved by the City Council is levied for the tax year 2020 upon all property not exempt from taxation situated within the corporate limits of the City. The tax rate consists of two components, each of which are approved by the City Council, and shall be apportioned as follows:

a) For the payment of current expenses to be deposited in the general fund for the purposes of paying maintenance and operation expenditures of the City for the coming year - 41.94¢ on each $100 of the taxable value of the property; and

b) To provide for a sinking fund for the payment of the principal and interest and the retirement of the bonded debt of the City as it becomes due - 17.36¢ on each $100 of the taxable value of the property.

SECTION 3. The Tax Assessor-Collector is authorized to assess and collect the property taxes owed to the City by employing the tax rate approved by the City Council.

SECTION 4. The City Director of Finance shall keep accurate and complete records of all funds assessed, collected and provided to the City pursuant to this Ordinance and keep accurate and complete records of all expenditures.

SECTION 5. Funds collected pursuant to this Ordinance shall be expended as set forth in the City of San Marcos 2020-2021 Budget.

SECTION 6. All funds collected by the City which are not specifically appropriated shall be deposited in the General Fund.

SECTION 7. This ordinance shall become effective upon approval on second reading.

PASSED AND APPROVED ON FIRST READING on September 1, 2020.

PASSED, APPROVED AND ADOPTED on September 15, 2020.

Jane Hughson
Mayor

Attest:

Approved:

Tammy K. Cook
City Clerk

Michael J. Cosentino
City Attorney

Date: 08/06/2020 03:37 PM

2020 Tax Rate Calculation Worksheet
Taxing Units Other Than School Districts or Water Districts

City of San Marcos	512-393-8000
Taxing Unit Name	Phone (area code and number
630 E. Hopkins, San Marcos, TX, 78666	www.sanmarcostx.gov
Taxing Unit Address, City, State, ZIP Code	Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller For 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements.*

Water districts as defined under Water Code Section 49.001(1) do use this form but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

STEP 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Rate Activity		Amount/Rate
1.	**2019 total taxable value.** Enter the amount of 2019 taxable value on the 2019 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 17).[1]		$5,298,556,057
2.	**2019 tax ceilings.** Counties, cities and junior college districts. Enter 2019 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2019 or a prior year for homeowners age 65 or older or disabled, use this step.[2]		$0
3.	**Preliminary 2019 adjusted taxable value.** Subtract Line 2 from Line 1.		$5,298,556,057
4.	**2019 total adopted tax rate.**		$.613900
5.	**2019 taxable value lost because court appeals of ARB decisions reduced 2019 appraised value.**		
	A. Original 2019 ARB values:	$0	
	B. 2019 values resulting from final court decisions:	$0	
	C. 2019 value loss. Subtract B from A.[3]		$0

Line	No-New-Revenue Rate Activity		Amount/Rate
6.	**2019 taxable value subject to an appeal under Chapter 42, as of July 25.**		
	A. 2019 ARB certified value:	406,946,126	
	B. 2019 disputed value:	81,389,225	
	C. 2019 undisputed value Subtract B from A.[4]		325,556,901
7.	**2019 Chapter 42-related adjusted values.** Add Line 5 and 6		325,556,901
8.	**2019 taxable value, adjusted for court-ordered reductions.** Add Lines 3 and 7		$5,624,112,958
9.	**2019 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2019.** Enter the 2019 value of property in deannexed territory.[5]		$0
10.	**2019 taxable value lost because property first qualified for an exemption in 2020.** If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2020 does not create a new exemption or reduce taxable value.		
	A. Absolute exemptions. Use 2019 market value:	$2,763,092	
	B. Partial exemptions. 2020 exemption amount or 2020 percentage exemption times 2019 value:	$4,338,931	
	C. Value loss. Add A and B.[6]		$7,102,023
11.	**2019 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1),timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2020.** Use only properties that qualified in 2020 for the first time; do not use properties that qualified in 2019.		
	A. 2019 market value:	$0	
	B. 2020 productivity or special appraised value:	$0	
	C. Value loss. Subtract B from A.[7]		$0
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.		$7,102,023
13.	**Adjusted 2019 taxable value.** Subtract Line 12 from Line 8		$5,617,010,935
14.	**Adjusted 2019 total levy.** Multiply Line 4 by Line 13 and divide by $100		$34,482,830
15.	**Taxes refunded for years preceding tax year 2019.** Enter the amount of taxes refunded by the district for tax years preceding tax year 2019. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2019. This line applies only to tax years preceding tax year 2019.[8]		$65,978
16.	**Taxes in tax increment financing (TIF) for tax year 2019** Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2020 captured appraised value in Line 18D, enter 0.[9]		$4,105,941
17.	**Adjusted 2019 levy with refunds and TIF adjustment.** Add Lines 14, and 15, subtract Line 16.[10]		$30,442,867
18.	**Total 2020 taxable value on the 2020 certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.[11]		
	A. Certified values:	$5,602,962,021	
	B. Counties: Include railroad rolling stock values certified by the Comptroller's office.	$0	
	C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property	$0	
	D. Tax increment financing: Deduct the 2020 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2020 taxes will be deposited into the tax increment fund. Do not include any new	$633,275,239	

Line	No-New-Revenue Rate Activity		Amount/Rate
	property value that will be included in Line 23 below.[12]		
	E. Total 2020 value Add A and B, then subtract C and D		$4,969,686,782
19.	**Total value of properties under protest or not included on certified appraisal roll.[13]**		
	A. 2020 taxable value of properties under protest The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest.[14]	$670,310,047	
	B. 2020 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll.[15]	$0	
	C. Total value under protest or not certified. Add A and B.		$670,310,047
20.	**2020 tax ceilings.** Counties, cities and junior colleges enter 2020 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2019 or a prior year for homeowners age 65 or older or disabled, use this step.[16]		$0
21.	**2020 total taxable value.** Add Lines 18E and 19C. Subtract Line 20C.[17]		$5,639,996,829
22.	**Total 2020 taxable value of properties in territory annexed after Jan. 1, 2019.** Include both real and personal property. Enter the 2020 value of property in territory annexed.[18]		$0
23.	**Total 2020 taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in 2019. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2019 and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for 2020.[19]		$251,990,138
24.	**Total adjustments to the 2020 taxable value.** Add Lines 22 and 23.		$251,990,138
25.	**Adjusted 2020 taxable value.** Subtract Line 24 from Line 21.		$5,388,006,691
26.	**2020 NNR tax rate.** Divide Line 17 by Line 25 and multiply by $100.[20]		$.565000 /$100
27.	**COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the 2020 county NNR tax rate.[21]		

[1]Tex. Tax Code Section

[2]Tex. Tax Code Section

[3]Tex. Tax Code Section

[4]Tex. Tax Code Section

[5]Tex. Tax Code Section

[6]Tex. Tax Code Section

[7]Tex. Tax Code Section

[8]Tex. Tax Code Section

[9]Tex. Tax Code Section

[10]Tex. Tax Code Section

[11]Tex. Tax Code Section

[12]Tex. Tax Code Section

[13]Tex. Tax Code Section

[14]Tex. Tax Code Section

[15]Tex. Tax Code Section

[16]Tex. Tax Code Section

[17]Tex. Tax Code Section

[18]Tex. Tax Code Section

[19]Tex. Tax Code Section

[20]Tex. Tax Code Section

[21]Tex. Tax Code Section

STEP 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.

2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit s debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter Approval Tax Rate Activity		Amount/Rate
28.	**2019 M&O tax rate.** Enter the 2019 M&O tax rate.		$.407000
29.	**2019 taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet.*		5,624,112,958
30.	**Total 2019 M&O levy.** Multiply Line 28 by Line 29 and divide by 100.		22,890,139
31.	**Adjusted 2019 levy for calculating NNR M&O rate.**		
	A. 2019 sales tax specifically to reduce property taxes. For cities, counties and hospital districts, enter the amount of additional sales tax collected and spent on M&O expenses in 2019, if any. Other taxing units, enter 0. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent.	14,547,091	
	B. M&O taxes refunded for years preceding tax year 2019. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2019. This line applies only to tax years preceding tax year 2019.	41,273	
	C. 2019 taxes in TIF: Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2020 captured appraised value in Line 18D, enter 0.	2,722,132	
	D. 2019 transferred function: If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in E below. The taxing unit receiving the function will add this amount in E below. Other taxing units enter 0.	0	
	E. 2019 M&O levy adjustments. Add A and B, then subtract C. For taxing unit with D, subtract if discontinuing function and add if receiving function	11,866,232	
	F. Add Line 30 to 31E.		34,756,371
32.	**Adjusted 2020 taxable value.** Enter the amount in Line 25 of the *No-New-Revenue Tax Rate Worksheet.*		5,388,006,691
33.	**2020 NNR M&O rate (unadjusted)** Divide Line 31F by Line 32 and multiply by $100.		0.6450
34.	**Rate adjustment for state criminal justice mandate.**[23]		
	A. 2020 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	0	
	B. 2019 state criminal justice mandate Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies	0	

Line	Voter Approval Tax Rate Activity		Amount/Rate
	C. Subtract B from A and divide by Line 32 and multiply by $100	0.0000	
	D. Enter the rate calculated in C. If not applicable, enter 0.		0.0000
35.	**Rate adjustment for indigent health care expenditures**[24]		
	A. 2020 indigent health care expenditures Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state assistance received for the same purpose	0	
	B. 2019 indigent health care expenditures Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2018 and ending on June 30, 2019, less any state assistance received for the same purpose	0	
	C. Subtract B from A and divide by Line 32 and multiply by $100	0.0000	
	D. Enter the rate calculated in C. If not applicable, enter 0.		0.0000
36.	**Rate adjustment for county indigent defense compensation.**[25]		
	A. 2020 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state grants received by the county for the same purpose	0	
	B. 2019 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2018 and ending on June 30, 2019, less any state grants received by the county for the same purpose	0	
	C. Subtract B from A and divide by Line 32 and multiply by $100	0.0000	
	D. Multiply B by 0.05 and divide by Line 32 and multiply by $100.	0.0000	
	E. Enter the lessor of C and D. If not applicable, enter 0.		0.0000
37.	**Rate adjustment for county hospital expenditures.**		
	A. 2020 eligible county hospital expenditures Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2019 and ending on June 30, 2020	0	
	B. 2019 eligible county hospital expenditures Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2018 and ending on June 30, 2019	0	
	C. Subtract B from A and divide by Line 32 and multiply by $100	0.0000	
	D. Multiply B by 0.08 and divide by Line 32 and multiply by $100	0.0000	
	E. Enter the lessor of C and D, if applicable. If not applicable, enter 0.		0.0000
38.	**Adjusted 2020 NNR M&O rate.** Add Lines 33, 34D, 35D, 36E, and 37E.		0.6450
39.	**2020 voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below. **Special Taxing Unit** If the taxing unit qualifies as a special taxing unit, multiply Line 38 by 1.08 **-or-** **Other Taxing Unit** If the taxing unit does not qualify as a special taxing unit, multiply Line 38 by 1.035. **-or-** **Taxing unit affected by disaster declaration** If the taxing unit is located in an area declared as disater area, the governing body may direct the person calculating the voter-approval rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval rate in this manner until the earlier of 1) the second year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, and 2) the third tax year after the tax year in which the disaster occurred. If the taxing unit qualifies under this scenario, multiply Line 38 by 1.08. [27]		0.6966

Line	Voter Approval Tax Rate Activity		Amount/Rate
40.	**Total 2020 debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses.		
	A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. Enter debt amount	10,967,786	
	B. Subtract **unencumbered fund amount** used to reduce total debt.	0	
	C. Subtract **certified amount spent from sales tax to reduce debt**(enter zero if none)	0	
	D. Subtract **amount paid** from other resources	0	
	E. Adjusted debt Subtract B, C and D from A		10,967,786
41.	**Certified 2019 excess debt collections** Enter the amount certified by the collector.		1,370,519
42.	**Adjusted 2020 debt** Subtract Line 41 from Line 40E		9,597,267
43.	**2020 anticipated collection rate.**		
	A. Enter the 2020 anticipated collection rate certified by the collector	98.00	
	B. Enter the 2019 actual collection rate	98.00	
	C. Enter the 2018 actual collection rate	98.00	
	D. Enter the 2017 actual collection rate	99.00	
	E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note thet the rate can be greater than 100%.		98.00
44.	**2020 debt adjusted for collections.** Divide Line 42 by Line 43E.		9,793,129
45.	**2020 total taxable value.** Enter the amount on Line 21 of the No-New-Revenue Tax Rate Worksheet.		5,639,996,829
46.	**2020 debt rate** Divide Line 44 by Line 45 and multiply by $100.		0.1736
47.	**2020 voter-approval tax rate.** Add Line 39 and 46.		0.8702
48.	**COUNTIES ONLY.** Add together the voter-approval tax rate for each type of tax the county livies. The total is the 2020 county voter-approval tax rate.		

STEP 3 NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales tAx to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
49.	**Taxable sales.** For taxing units that adopted the sales tax in November 2019 or May 2020, enter the Comptroller's estimate of taxable sales for the previous four quarters [32]. Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2019, skip this line.	0
50.	**Estimated sales tax revenue.** Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue.[33] **Taxing units that adopted the sales tax in November 2019 or in May 2020.** Multiply the amount on Line 49 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95 [34] **-or-** **Taxing units that adopted the sales tax before November 2019.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	14,547,091

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	**2020 total taxable value.** Enter the amount from Line 21 of the *No-New-Revenue Tax Rate Worksheet.*.	5,639,996,829
52.	**Sales tax adjustment rate.** Divide Line 50 by Line 51 and multiply by $100.	0.2580
53.	**2020 NNR tax rate, unadjusted for sales tax**[35]. Enter the rate from Line 26 or 27, as applicable, on the *No-New-Revenue Tax Rate Worksheet.*	$.565000
54.	**2020 NNR tax rate, adjusted for sales tax.** **Taxing units that adopted the sales tax in November 2019 or in May 2020.** Subtract Line 52 from Line 53. Skip to Line 55 if you adopted the additional sales tax before November 2019.	$.565000
55.	**2020 voter-approval tax rate, unadjusted for sales tax.**[36] Enter the rate from Line 47 or Line 48 as applicable, of the *Voter-Approval Tax Rate Worksheet*	0.8702
56.	**2020 voter-approval tax rate, adjusted for sales tax.** Subtract Line 52 from Line 55.	0.6122

[37]Tex. Tax Code Section **[38]Tex. Tax Code Section**

STEP 4: Additional Rollback Protection for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O Funds to pay for a facility, device or method for the control of air, water or land pollution.

This section should only by completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Activity	Amount/Rate
57.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ [37]. The taxing unit shall provide its tax assessor-collector with a copy of the letter.[38]	$0
58.	**2020 total taxable value.** Enter the amount from Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$5,639,996,829
59.	**Additional rate for pollution control.** Divide Line 57 by Line 58 and multiply by $100.	0.0000
60.	**2020 voter-approval tax rate, adjusted for pollution control.** Add Line 59 to one of the following lines (as applicable): Line 47, Line 48 (counties) or Line 56 (taxing units with the additional sales tax).	0.6122

[37]Tex. Tax Code Section **[38]Tex. Tax Code Section**

STEP 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years [39]. In a year where a special taxing unit adopts a rate above the voter-approval tax rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

For each tax year before 2020, the difference between the adopted tax rate and voter-approval rate is considered zero, therefore the unused increment rate for 2020 is zero.[40]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [41]

Line	Activity	Amount/Rate
61.	**2019 unused increment rate.** Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	0.0000
62.	**2018 unused increment rate.** Subtract the 2018 actual tax rate and the 2018 unused increment rate from the 2028 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	0.0000
63.	**2017 unused increment rate.** Subtract the 2017 actual tax rate and the 2017 unused increment rate from the 2017 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	0.0000
64.	**2020 unused increment rate.** Add Lines 61, 62 and 63.	0.0000
65.	**2020 voter-approval tax rate, adjusted for unused increment rate.** Add Line 64 to one of the following lines (as applicable): Line 47, Line 48 (counties), Line 56 (taxing units with the additional sales tax) or Line 60 (taxing units with pollution control).	

STEP 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit.[42]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [43]

Line	Activity	Amount/Rate
66.	**Adjusted 2020 NNR M&O tax rate.** Enter the rate from Line 38 of the *Voter-Approval Tax Rate Worksheet*	0.0000
67.	**2020 total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet*	0
68.	**Rate necessary to impose $500,000 in taxes.** Divide $500,000 by Line 67 and multiply by $100.	0.0000
69.	**2020 debt rate** Enter the rate from Line 46 of the *Voter- Approval Tax Rate Worksheet*	0.0000
70.	**De minimis rate** Add Lines 66, 68 and 69.	0.0000

STEP 7: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate	0.5650
Voter-Approval Tax Rate	0.6122
De minimis rate	0.0000

STEP 8: Taxing Unit Representative Name and Signature

print here Jenifer O'Kane, PCC
Printed Name of Taxing Unit Representative

sign here
Taxing Unit Representative

8.6.20
Date

Legislation Text

File #: Ord. 2020-73, **Version:** 1

AGENDA CAPTION:

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

Meeting date: September 1, 2020

Department: Neighborhood Enhancement - Resource Recovery

Amount & Source of Funding

Funds Required: N/A

Account Number: Click or tap here to enter text.

Funds Available: Click or tap here to enter text.

Account Name: Click or tap here to enter text.

Fiscal Note:

Prior Council Action: N/A

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

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:

In July 2006, Chapter 26 was re-written in its entirety. During the re-write, the requirement to NIMS as the city's system for managing large-scale events and incidents was not included. The NIMS clause in the ordinance is a grant funding requirement for both State and federal grants. This requirement is based on:

- The President of the United States has issued Homeland Security Presidential Directive (HSPD) 5, directing the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS) to provide a consistent nationwide approach for Federal, State, local, and tribal governments to work together to prevent, prepare for, respond to, and recover from domestic emergency and disaster incidents; and
- the NIMS standardized procedures for managing personnel, communications, facilities, and resources will improve the City of San Marcos' ability to utilize federal funding to enhance local readiness, maintain first responder safety, and streamline incident management processes; and
- input and guidance from the City of San Marcos has been and will continue to be vital to developing, implementing, and utilizing the NIMS system; and
- HSPD-5 requires that state and local governments adopt NIMS as a pre-condition for the receipt of federal grants, contracts and activities to the management and preparedness for certain disasters and hazard situations.

Council Committee, Board/Commission Action:

N/A

Alternatives:

N/A

Recommendation:

The staff recommendation is to approve this ordinance amendment.

ORDINANCE NO. 2020-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS AMENDING SECTION 26.002 OF THE SAN MARCOS CITY CODE TO ESTABLISH THAT THE CITY WILL IMPLEMENT THE NATIONAL INCIDENT MANAGEMENT SYSTEM ("NIMS") AS ITS MODEL FOR MANAGING PUBLIC SAFETY EMERGENCIES AND INCIDENTS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE REPEAL OF ANY CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

1. The City Council hereby finds and determines that the adoption of the following ordinance is in the interest of the public health, welfare and safety.

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

SECTION 1. Section 26.002 of the San Marcos City Code is amended as set forth below. Added text is indicated by underlining. Deleted text is indicated by strikethroughs.

Sec. 26.002. <u>National Incident Management System implemented;</u> Designation and duties of the emergency management director, deputy emergency management director, and emergency management coordinator.

(a) <u>The City of San Marcos shall establish and implement the National Incident Management System ("NIMS") as the standard for incident management activities during emergencies and disasters within the City.</u>

(~~a~~b) As presiding officer of the governing body of the city, directly charged with certain duties or granted certain powers by the Act, and as ordered by the Governor of Texas under authority of the Act, the mayor is designated as the emergency management director for the city.

(~~b~~c) In the absence of the mayor the line of succession to the mayor, as presiding officer, for the purpose of declaring a local state of disaster shall be as follows:

(1) In the absence of the mayor, the mayor pro tem shall act as the presiding officer.

(2) In the absence of the mayor and mayor pro tem, a city council member elected by the city council shall act as the presiding officer.

(3) In the absence of the mayor and mayor pro tem, and the failure or inability of the city council to elect a member to act as presiding officer, the city manager shall act as the presiding officer.

(4) In the absence of the mayor, mayor pro tem, city council and city manager, the emergency management coordinator or an employee previously designated by the city manager may act as the presiding officer.

(~~c~~d) The city manager is designated as the deputy emergency management director, and the mayor delegates to the city manager the authority needed to carry out the city's comprehensive emergency management program and the provisions of this chapter.

(~~d~~e) The director is responsible for conducting a program of comprehensive emergency management within the city and for carrying out the duties and responsibilities set forth in this chapter. The director may delegate authority for execution of these duties to the emergency management coordinator, but ultimate responsibility for the execution remains with the director.

(~~e~~f) The office of emergency management coordinator is created. The emergency management coordinator shall be appointed by and serve at the pleasure of the director. The emergency management coordinator appointed by the mayor shall, under the direction of the city manager, carry out the city's comprehensive emergency management program and the provisions of this chapter.

(~~f~~g) The emergency management coordinator is responsible for a program of comprehensive emergency management within the city.

(~~g~~h) The emergency management coordinator is encouraged to seek advice from other local governments, business, labor, industry, agriculture, civic organizations, volunteer organizations, and community leaders in the development and review of the emergency management program, under the Act. The director may appoint a local emergency planning committee (LEPC) as an advisory group to the emergency management coordinator.

(~~h~~i) The mayor and city manager shall certify the city's emergency management plan and any mutual aid plans and agreements, as required by applicable federal and state laws.

(~~i~~j) The emergency management coordinator supervises the office of emergency management, either directly or by delegation.

(~~j~~k) The city manager shall ensure that any official or employee with emergency management responsibilities obtains any training and certifications

required by federal or state authorities required to perform the specific responsibilities assigned.

SECTION 2. In codifying the changes authorized by this ordinance, paragraphs, sections and subsections may be renumbered and reformatted as appropriate consistent with the numbering and formatting of the San Marcos City Code.

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

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

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

PASSED AND APPROVED on first reading on September 1, 2020.

PASSED, APPROVED AND ADOPTED on second reading on September 15, 2020.

Jane Hughson
Mayor

Attest:

Approved:

Tammy K. Cook
Interim City Clerk

Michael J. Cosentino
City Attorney

Chapter 26 - CIVIL EMERGENCIES[1]

Footnotes:

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Editor's note— Ord. No. 2006-29, § 1, adopted July 3, 2006, amended Ch. 26 in its entirety, in effect deleting §§ 26.001—26.039 and enacting a new Ch. 26, §§ 26.001—26.031, to read as set out herein. Former Ch. 26 pertained to similar subject matter and derived from Code 1970 §§ 7-1—7-11, 7-13.

ARTICLE 1. - IN GENERAL

Sec. 26.001. - Definitions.

In this chapter:

Act means the Texas Disaster Act of 1975, V.T.C.A. Government Code, Chapter 418, as amended.

Director means the person designated and serving as the city emergency management director under the provisions of section 26.002.

(Ord. No. 2006-29, § 1, 7-3-06)

Sec. 26.002. - Designation and duties of the emergency management director, deputy emergency management director, and emergency management coordinator.

(a) The City of San Marcos shall establish and implement the National Incident Management System (NIMS) as the standard for incident management activities during emergencies and disasters within the City.

(b) As presiding officer of the governing body of the city, directly charged with certain duties or granted certain powers by the Act, and as ordered by the Governor of Texas under authority of the Act, the mayor is designated as the emergency management director for the city.

(c) In the absence of the mayor the line of succession to the mayor, as presiding officer, for the purpose of declaring a local state of disaster shall be as follows:

1) In the absence of the mayor, the mayor pro tem shall act as the presiding officer.

2) In the absence of the mayor and mayor pro tem, a city council member elected by the city council shall act as the presiding officer.

3) In the absence of the mayor and mayor pro tem, and the failure or inability of the city council to elect a member to act as presiding officer, the city manager shall act as the presiding officer.

4) In the absence of the mayor, mayor pro tem, city council and city manager, the emergency management coordinator or an employee previously designated by the city manager may act as the presiding officer.

(d) The city manager is designated as the deputy emergency management director, and the mayor delegates to the city manager the authority needed to carry out the city's comprehensive emergency management program and the provisions of this chapter.

(e) The director is responsible for conducting a program of comprehensive emergency management within the city and for carrying out the duties and responsibilities set forth in this chapter. The director may delegate authority for execution of these duties to the emergency management coordinator, but ultimate responsibility for the execution remains with the director.

(f) The office of emergency management coordinator is created. The emergency management coordinator shall be appointed by and serve at the pleasure of the director. The emergency management coordinator appointed by the mayor shall, under the direction of the city manager, carry out the city's comprehensive emergency management program and the provisions of this chapter.

(g) The emergency management coordinator is responsible for a program of comprehensive emergency management within the city.

(h) The emergency management coordinator is encouraged to seek advice from other local governments, business, labor, industry, agriculture, civic organizations, volunteer organizations, and community leaders in the development and review of the emergency management program, under the Act. The director may appoint a local emergency planning committee (LEPC) as an advisory group to the emergency management coordinator.

(i) The mayor and city manager shall certify the city's emergency management plan and any mutual aid plans and agreements, as required by applicable federal and state laws.

(j) The emergency management coordinator supervises the office of emergency management, either directly or by delegation.

(k) The city manager shall ensure that any official or employee with emergency management responsibilities obtains any training and certifications required by federal or state authorities required to perform the specific responsibilities assigned.

(Ord. No. 2006-29, § 1, 7-3-06)

Sec. 26.003. - Powers and duties of the office of emergency management.

The office of emergency management:

(1) Develops and maintains an emergency management plan for the city, consistent with the Act. The plan should establish the disaster services organization, describe functions of the various organizational components, describe procedures to be followed, and assign responsibility to various divisions, officials, and employees in order to carry out the provisions of this chapter and any requirements in federal or state laws.

(2) Maintains necessary liaison and coordinate cooperative activities with other municipal, county, district, regional, state, federal and other civil defense, emergency management, homeland security, and disaster relief organizations.

(3) Drafts and recommends for adoption by the city council mutual aid plans and agreements deemed essential or desirable for the implementation of the city's emergency management plan and coordination regional disaster services efforts, including the participation in a countywide emergency management plan and the appointment of a disaster coordinator for such joint effort.

(4) Surveys the availability of existing and potential personnel, equipment, supplies, services, and facilities for use during an emergency, and procures and disposes of all necessary equipment, supplies, and facilities, including acceptance of private contributions and assistance.

(5) Continuously studies emergency management and disaster relief problems, recommends any needed amendments and improvement of the emergency management plan, homeland security and keeps current with all federal and state regulatory and informational requirements.

(6) Implements the current emergency management plan and mutual aid plans and agreements.

(7) Controls and directs all actual operations and training activities in emergency management and disaster relief.

(8) Determines questions of authority and responsibility in connection with emergency management and disaster relief.

(9) Negotiates and authorizes agreements, subject to the approval of the city council, when required, for the use of public and private property for public refuge, shelter, or other necessary purposes during the course of an emergency.

(10) Acts as a clearinghouse on emergency management information for all governmental and private agencies cooperating in the emergency management plan.

(11) Maintains contact with the division of emergency management of the office of the governor, providing prompt and efficient response to all requests and suggestions of the division and other agencies and departments of federal, state, and county governments in connection with emergency management and disaster relief.

(12) Marshals, upon the declaration of a disaster, all necessary personnel, equipment, and supplies from any department of the city and from private contributors to aid in implementation of the emergency management plan.

(Ord. No. 2006-29, § 1, 7-3-06)

Sec. 26.004. - Emergency management council.

The mayor is authorized to join with the county judge of Hays County and the mayors of the other cities in Hays County in the formation of an emergency management council for the county, and the mayor shall have the authority to cooperate in the preparation of a joint emergency management plan and in the appointment of a joint emergency management coordinator, as well as all powers necessary to participate in a countywide program of emergency management insofar as the program may affect the city.

(Ord. No. 2006-29, § 1, 7-3-06)

Sec. 26.005. - Supersession of existing ordinances.

At all times when the orders, rules, regulations made and promulgated pursuant to this chapter shall be in effect, they shall supersede and override all existing ordinances, orders, rules and regulations insofar as the latter may be inconsistent therewith.

(Ord. No. 2006-29, § 1, 7-3-06)

Sec. 26.006. - Oath.

Each employee or any individual who is assigned a function or responsibility under this article shall solemnly swear or affirm to support and defend the Constitution of the United States, laws of the state and the Charter and ordinances of the city.

(Ord. No. 2006-29, § 1, 7-3-06)

Sec. 26.007. - Declaration of disaster.

(a) When the city manager believes a state of disaster exists, the city manager, or in his absence the emergency management coordinator, shall inform the mayor and request the mayor to declare a local state of disaster under the provisions of the Act.

(b) A disaster is an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural, all hazards or manmade cause, including fire, flood, earthquake, wind, storm, wave action, oil spill, other water contamination, hazardous material

release, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, terrorist activity, civil disturbance, hostile military or paramilitary action, other public calamity requiring emergency action, or energy emergency.

(c) In no event may a local state of disaster, declared by the mayor, be continued or renewed for a period in excess of seven days without the consent of the city council.

(d) The city council may terminate a local state of disaster at anytime.

(e) An action declaring, continuing, or terminating a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the city secretary.

(f) A declaration of local state of disaster activates the recovery and rehabilitation aspects of the city's emergency management plan and authorizes furnishing of aid and assistance under the declaration. The preparedness and response aspects of the plan are activated as provided in the plan.

(Ord. No. 2006-29, § 1, 7-3-06)

Sec. 26.008. - Authority to issue orders in the interest of public safety and welfare.

(a) After the declaration of a local state of disaster, the presiding officer may in the interest of public health, safety, and welfare, subject to confirmation or revocation by the city council, issue proclamations, orders, or regulations, which shall have the force and effect of law, to:

(1) Evacuate all or part of the population of an area of the city that has been stricken or is threatened, if necessary for the preservation of life or other disaster mitigation, response, or recovery effort.

(2) Prescribe routes, modes of transportation, and destinations in connection with an evacuation.

(3) Control ingress and egress to and from a disaster area and any areas that may be adversely effected by riot, unlawful assembly, threat of violence, or an imminent natural or manmade disaster, and may control the movement of persons and the occupancy of premises in those areas.

(4) Suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives, or combustibles, including fuel for vehicles.

(5) Establish general or limited curfews and blockades, regulating or prohibiting any person from being, remaining, loitering, or congregating on any street, alley, park, public property, or any other place that may be specified.

(6) Suspend or limit the use of utilities.

(7) Implement other security measures necessary to protect life and secure property.

(8) Protect life and property by such means as are imminently necessary and authorized under law.

(9) Suspend or modify the formal bidding requirements for purchase of goods and services, as authorized by state law.

(10) Suspend or modify the requirements for an itinerant vendor's permit, electrician license, and similar regulations so as to give due consideration to the license, certificate, or other permit issued to a person by any state or any political subdivision of any state evidencing qualifications for professional, mechanical, or other skills, so that the person may render aid involving the skill to meet the emergency or disaster.

(11) Establish temporary emergency housing, for persons needing shelter, notwithstanding any limitations in the zoning ordinance, or deed restrictions.

(12) Establish temporary wage, price, and rent controls and other economic stabilization methods.

(13) Implement all or portions of the city's emergency management plan.

(b) The mayor may delegate the authority to issue additional implementing orders, which are necessary to carry out the mayor's orders and to protect the public health and welfare, to the city manager, emergency management coordinator or another official designated by the city manager.

(c) The city council may continue, renew, enact, or terminate any of the measures enumerated in subsection (b) of this section.

(Ord. No. 2006-29, § 1, 7-3-06)

Sec. 26.009. - Rules governing expenditures of funds.

No person shall have the right to expend any public funds of the city in carrying out any emergency management activity authorized by this chapter without prior approval of the city council, nor shall any person have any right to bind the city by contract, agreement or otherwise without prior and specific approval of the city council. During a declared disaster or state of emergency, the mayor may expend funds of the city, or enter into contracts for the duration of the declaration of emergency or disaster, when deemed prudent and necessary for the protection of public safety and welfare.

(Ord. No. 2006-29, § 1, 7-3-06)

Sec. 26.010. - Price gouging prohibited.

(a) For the purposes of this section:

(1) *Necessity* means items needed by members of the public for preparation, survival, or recovery during an emergency, including, but not limited to, fuel, food, medicine, construction materials, including plywood, boards, shingles, and fasteners, tarps, tents, ice, water, batteries, generators, housing, and other property.

(2) *Disaster* means a disaster specified in a declaration of disaster issued by the governor, mayor, or city council.

(3) *Exorbitant or excessive price* means a price for any item charged during a period when a declaration of disaster is in effect that is in excess of the price for the same item that was in effect prior to the declaration of disaster, or in the case of a hurricane or flood the price in effect 72 hours before the landfall of the storm.

(b) A person commits an offense, if, in order to take advantage of a disaster, the person intentionally, knowingly, or recklessly with criminal negligence:

(1) Sells or leases a necessity at an exorbitant or excessive price.

(2) Demands an exorbitant or excessive price in connection with the sale or lease of a necessity.

(c) A person commits a separate offense for each item sold or leased in violation of subsection (b) of this section. Each item or group of items, which is listed or identified separately on a cash register tape or receipt, is considered to be a separate sale or lease. Multiple items that are sold in a sealed package are considered to be a single item.

(d) It is a defense to prosecution that the higher price is related to increased costs from suppliers, increased transportation costs for items brought into the city after the declaration of disaster, or other verifiable conditions.

(e) Before an arrest or issuance of a citation under this section, the peace officer shall provide the apparent violator an opportunity to explain a justification for the price increase other than taking advantage of the disaster.

(Ord. No. 2006-29, § 1, 7-3-06)

Sec. 26.011. - Offenses and penalties.

(a) It is unlawful for a person to:

(1) Violate the terms of this or any other ordinance adopted to carry out the city's emergency management functions or order issued under the authority of this chapter.

(2) Violate any provision of the city's emergency management plan.

(3) Willfully obstruct, hinder, or delay any member of the city's emergency management organization in the enforcement of any order issued under the authority of this chapter.

(4) Operate a siren or other device so as to simulate a warning signal or terminate an official warning signal, unless authorized.

(5) Wear, carry, or display any emblem, insignia, or any other means of identification that identifies the individual as a member of the city's emergency management organization, unless the individual has been designated as a member of the organization by the office of emergency management.

(6) Wear, carry, or display any emblem, insignia, or any other means of identification that identifies the individual as a member of an organization participating in the official response to the local state of disaster, unless the individual has been designated as a member of that organization by an appropriate official of that organization.

(b) Any person knowingly violating a provision of this chapter or any order issued under the authority of this chapter relating to fire safety, public health, or sanitation after being warned that a specific act or omission would be a violation is guilty of a misdemeanor and upon conviction may be fined up to $2,000.00 per violation.

(c) Any person knowingly violating a provision of the city's emergency management plan after being warned that a specific act or omission would be a violation of the plan is guilty of a misdemeanor and upon conviction may be fined of up to $1,000.00.

(d) Any person violating any other provision of this chapter or any order issued under the authority of this chapter is guilty of a misdemeanor and upon conviction may be fined up to $500.00 per violation.

(e) Any person violating section 26.010 is guilty of a misdemeanor and upon conviction may be fined not less than $200.00 but not more than $500.00 per violation.

(Ord. No. 2006-29, § 1, 7-3-06)

Sec. 26.012. - Conflict with state and federal laws and regulations.

This article shall not be construed so as to conflict with any state or federal laws or regulations.

(Ord. No. 2006-29, § 1, 7-3-06)

Sec. 26.013. - Inclusion within city's emergency management plan.

This chapter is incorporated into and is made part of the city's emergency management plan.

(Ord. No. 2006-29, § 1, 7-3-06)

Secs. 26.014—26.026. - Reserved.

ARTICLE 2. - EMERGENCY RESPONSE

Sec. 26.027. - Standard of care for emergency action.

(a) Every officer, agent, or employee of the city and every officer, agent, or employee of an authorized provider of emergency services, including, but not limited to every unit of government or subdivision thereof, while responding to emergency calls or reacting to emergency situations, is authorized to act or not to act in such a manner to effectively deal with the emergency.

(b) An action or inaction is "reasonable and effective" if it in any way contributes or could be reasonably be thought to contribute to preserving any lives or property.

(c) This section shall prevail over every other ordinance of the city and, to the extent to which the city has the authority to so authorize, over any other law establishing a standard of care in conflict with this section.

(d) Neither the city nor any of its employees, agents, or officers, nor other unit of government or government subdivision nor its employees, agents, or officers may be held liable for the failure to use ordinary care during an emergency.

(e) It is the intent of the city council, by passing this article, to assure effective action in emergency situations by those entrusted with the responsibility of saving lives and property by protecting such governmental units from liability, and their employees, agents, and officers from non-intentional tort liability to the fullest extent permitted by statutory and constitutional law.

(f) This section shall be liberally construed to carry out the intent of the city council.

(Ord. No. 2006-29, § 1, 7-3-06)

Sec. 26.028. - Liability.

This chapter is an exercise by the city of its governmental function for the protection of the public peace, health, and safety. Neither the City of San Marcos, it's the officers, employees, agents, and representatives, nor any person, who is in good faith carrying out, complying with, or attempting to comply with, any order, rule, or regulation promulgated pursuant to the provisions of this chapter shall be liable for any damage sustained to persons as the result of such activity.

(Ord. No. 2006-29, § 1, 7-3-06)

Sec. 26.029. - No liability for operation of shelters.

(a) Notwithstanding the fact that most public and privately owned buildings within the city were not designed and constructed to withstand the forces of nature that may be present in severe weather conditions or other manmade disasters, and may not be any more suitable than residential homes; and, because of the public's desire that public shelters be made available to them, the city manager may provide shelter in buildings that are owned, leased, or otherwise made available to the city as refuges of last resort. These refuges of last resort may be made available for use by residents and visitors to the city in anticipation of any disaster (all hazards) and specifically during the occurrence of severe weather within the city. The operation of shelters is a governmental function for the protection of the public peace, health, and safety, and the city, any of its officers, employees, agents, representatives, or any person, in operating a shelter may not be held liable for any death, injury, or damage from any cause sustained to persons who elected to use a shelter operated by the city.

(b) Any person, and their successor in interest, if any, owning or controlling real estate or other premises, who voluntarily and without compensation, grants to the city a license or privilege, or otherwise permits the city to inspect, designate, and use such real estate or premises, either in whole or in part, for the purpose of sheltering persons during an actual, impending, or practice

emergency, may not be held civilly liable for the death or injury to any person, or for loss of, or damage to, any property of others occurring on or about the real property or premises used by the city.

(Ord. No. 2006-29, § 1, 7-3-06)

Sec. 26.030. - No liability for operation of vehicles used to evacuate residents.

(a) Due to the need for transporting individuals who may not be able to make independent arrangements for transportation in response to an order to evacuate the city prior to the time a disaster is predicted to strike the city, the city manager may arrange to use buses and other vehicles of any type made available to the city by any private transportation company, state, city, regional transportation authority or school district to evacuate residents of the city to prearranged shelters in the city or in communities outside the threatened area. The evacuation of residents, including the return of the residents from shelters outside or within the city, is considered to be an emergency governmental function for the protection of the public peace, health, and safety, and, the city, any of its officers, employees, agents, representatives or any other person operating a vehicle, may not be held liable for any death, injury, or damage from any cause sustained to persons who elected to be evacuated in a vehicle operated for these purposes.

(b) Any public entity owning, operating, or controlling any vehicle used to evacuate residents from the city or within the city, who voluntarily and without compensation, grants to the city the use of its vehicle for this purpose may not be held civilly liable for the death or injury to any person, or for loss or damage to any property resulting from the operation of the vehicle while transporting individuals to and from the city as part of an evacuation program organized by the city manager. Any officer, employee, agent, and representative of a public entity who is involved in the evacuation effort on behalf of the entity and the city may not be held civilly liable for the death or injury to any person or damage to any property as the result of the operation of a vehicle during an evacuation program.

(Ord. No. 2006-29, § 1, 7-3-06)

Sec. 26.031. - Designation of certain authorized emergency vehicles.

The following vehicles are designated authorized emergency vehicles for the purposes set forth, regardless of whether a disaster exists:

(1) Director of public health vehicle while responding to a medical emergency.

(2) Gas division emergency unit vehicles while responding to a gas emergency, which may threaten life or property.

(3) Electric utility emergency unit while responding to a electric utility emergency, which may threaten life or property.

(4) Director of safety and risk management vehicle while responding to an emergency call or emergency situation.

(5) Office of emergency management vehicle while responding to an emergency call or emergency situation.

(6) Buses and other vehicles owned and operated by the city, regional transportation authority, school districts, and other public or private entities while being used in an emergency evacuation program directed by the city manager, including while returning residents to the city from shelters.

(Ord. No. 2006-29, § 1, 7-3-06)

Legislation Text

File #: Ord. 2020-74, **Version:** 1

AGENDA CAPTION:
Consider approval of Ordinance 2020-74, on the first of two readings, providing for the temporary reduction in sewer surcharges for commercial utility customers during the Covid-19 Pandemic; providing procedural provisions; and providing an effective date.
Meeting date: September 1, 2020

Department: Public Services - Water/Wastewater, Tom Taggart, Director

Amount & Source of Funding
Funds Required: NA
Account Number: NA
Funds Available: NA
Account Name: NA

Fiscal Note:

Prior Council Action: None

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

Choose an item.

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

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

☐ Transportation - Choose an item.

☐ Core Services

☒ Not Applicable

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

Choose an item.

Background Information:

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. By utilizing the water usage of the businesses during the shutdown, a new reduced temporary flat fee can be assessed for businesses. The temporary flat fee will be based on the actual individual business water usage reduction for April and May of 2020 and applied retroactively from March 26, 2020 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.

Council Committee, Board/Commission Action:

Consider approval of the resolution.

Alternatives:

Sewer surcharge program remains as is.

Recommendation:

Staff recommends passing the resolution providing sewer surcharge fee relief for affected commercial customers.

ORDINANCE NO. 2020-74

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS PROVIDING FOR THE TEMPORARY REDUCTION IN SEWER SURCHARGES FOR COMMERCIAL UTILITY CUSTOMERS DURING THE COVID-19 PANDEMIC; PROVIDING PROCEDURAL PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

RECITALS:

1. Due to the current COVID-19 pandemic, the volume of wastewater from commercial utility customers has decreased, resulting in reduced contaminant levels not reflected in the current sewer surcharges.

2. The City Council wishes to temporarily reduce the sewer surcharges for commercial utility customers to reflect the decrease in water usage and contaminant levels during the COVID-19 pandemic.

3. The City Council hereby finds and determines that the adoption of the following ordinance is in the interest of the public health, welfare and safety.

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

SECTION 1. Notwithstanding any sewer surcharges for commercial utility customers as approved by the City Council or as required by any ordinance, including any ordinance adopted on the date of this ordinance, sewer surcharges are hereby reduced by the percentages shown in Exhibit A, attached hereto and made a part hereof for all purposes.

SECTION 2. The temporary reduction in sewer surcharges under Section 1 of this ordinance shall apply retroactively from March 26, 2020 and shall continue each month until: a) all COVID-19 related state and local orders limiting commercial business operations expire or are rescinded; or b) a new sampling event is conducted by the City's Water Quality Services Section to determine new sewer surcharges and such surcharges are approved by the City Council.

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

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

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

PASSED AND APPROVED on first reading on September 1, 2020.

PASSED, APPROVED AND ADOPTED on second reading on September 15, 2020.

Jane Hughson
Mayor

Attest:

Tammy K. Cook
Interim City Clerk

Approved:

Michael J. Cosentino
City Attorney

EXHIBIT A

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	

City of San Marcos

City Council Meeting

August 4, 2020

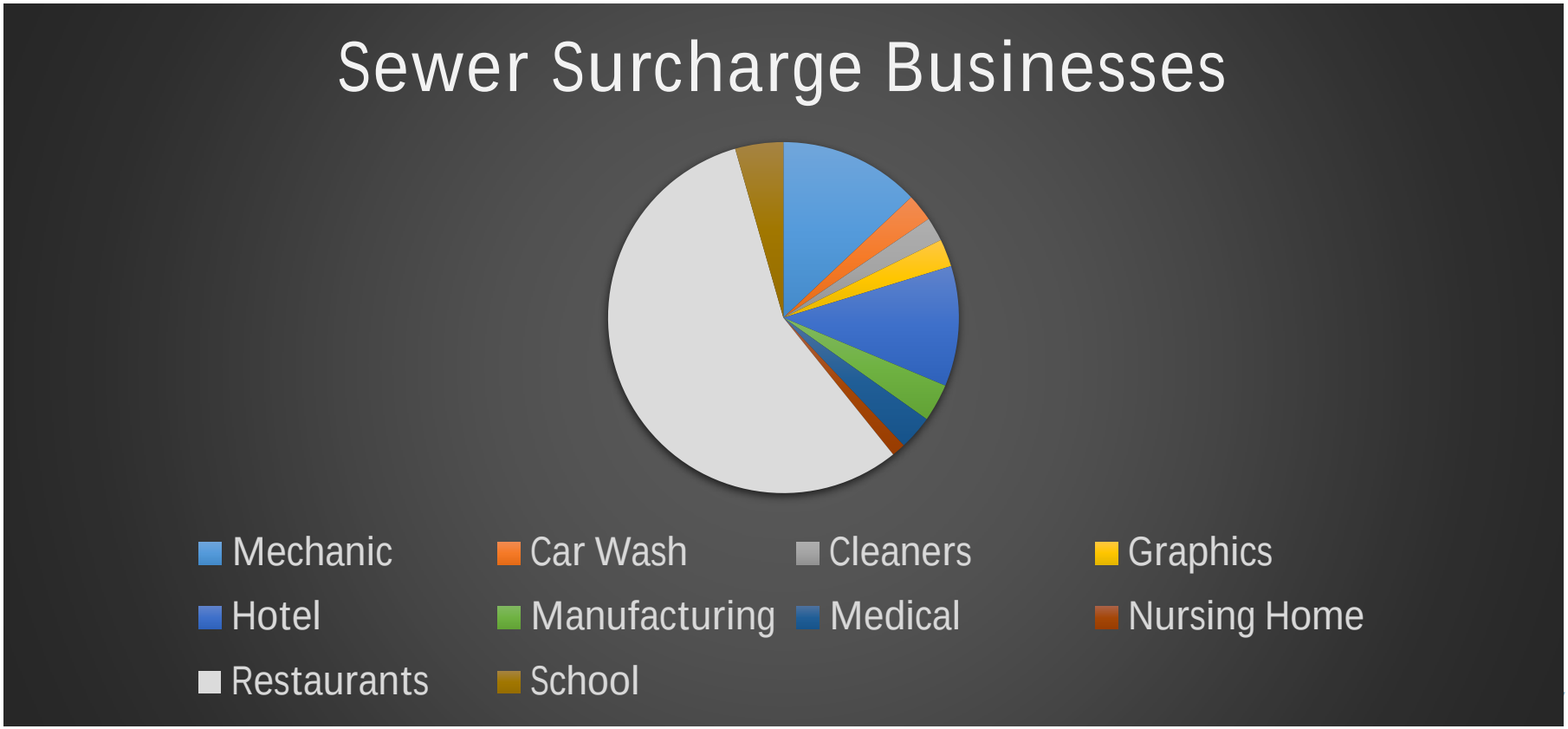
Purpose

- **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

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?



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.

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.

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	

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.

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

Legislation Text

File #: Ord. 2020-75, **Version:** 1

AGENDA CAPTION:
Consider approval of Ordinance 2020-75, on the first of two readings, dedicating approximately 30 acres of land in the vicinity of Centerpoint Road and Gregsons Bend as parkland in connection with the development of the City's new Multi-purpose Sportsplex Facility; and including procedural provisions.

Meeting date: September 1, 2020

Department: Parks and Recreation

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

Fiscal Note:

Prior Council Action: City Council approved the Purchase & Sale Agreement with Pursuant Ventures, LLC on November 6, 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.

☐ Core Services

☐ Not Applicable

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

Parks, Recreation, & Open Space Master Plan

Background Information:

The City of San Marcos entered into a partnership with San Marcos Baseball Investments, LLC (SMBI) and Pursuant Ventures Development, LLC (PVD) for the purpose of designing, constructing and operating a state-of-the art indoor/outdoor sports and entertainment complex intended to host national tournaments and showcase events that will attract visitors from across the United States. The complex will be located on Centerpoint Road between IH 35 and Hunter Road.

The facility will consist of 8 championship ballfields which will also be used by the local youth baseball associations free of charge, per the agreement.

This project will be funded through Certificates of Obligation Bonds. The Certificates of Obligation will be secured by pledged ad valorem taxes and limited utility revenues. Due to the Certificates of Obligation being secured by ad valorem taxes the facility must be used for a public purpose. Staff and Bond Counsel have been working with the Attorney General's Office since January to ensure they do not have any concerns. Their primary concern has been to ensure public purpose use. To provide the assurance required by the Attorney General related to the bonds, it is necessary to bring the sports complex property into the City's park system upon purchase from the seller.

PVD is working with the City in the design of the facility and as the facility is constructed the City will make progress payments to the construction cost of the facility. Once the project is complete, the City will take over ownership of the sports complex and the land will be dedicated as parkland. The estimated purchase price is $19,372,217 but a 3% contingency has been added to bring the max price to $19,875,383.51. Any construction amounts above this amount will be the sole responsibility of PVD which is another benefit to the City.

This is the one of two related items. The other related item is the 1st Amendment to the Purchase and Sale Agreement including an acknowledgment of the the parkland dedication within the agreement.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Click or tap here to enter text.

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ORDINANCE NO. 2020-75

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, TEXAS DEDICATING APPROXIMATELY 30 ACRES OF LAND IN THE VICINITY OF CENTERPOINT ROAD AND GREGSONS BEND AS PARKLAND IN CONNECTION WITH THE DEVELOPMENT OF THE CITY'S NEW MULTI-PURPOSE SPORTSPLEX FACILITY; AND INCLUDING PROCEDURAL PROVISIONS.

RECITALS:

1. The City Council previously approved a Purchase and Sale Agreement dated December 2, 2019 with Pursuant Ventures Development, LLC (as amended, the "Sportsplex PSA") as providing for the construction of an outdoor sports and recreation facility consisting of multi-purpose athletic fields that will accommodate various outdoor sports, such as baseball, softball, lacrosse, flag football and others, together with concession areas, covered seating and community play space (the "Sportsplex"), all to be located on approximately 30 acres of land in the vicinity of Centerpoint Road and Gregsons Bend (the "Sportsplex Land").

2. The City Council wishes to dedicate said Sportsplex Land as parkland for said development and use of the Sportsplex and other parks and recreation uses. Said Sportsplex Land is further described in Exhibit A, attached hereto and made a part hereof for all purposes, with the final size and configuration of such Sportsplex Land to be shown on the final subdivision plat.

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

SECTION 1. Subject to Section 6 hereof, the Sportsplex Land is hereby dedicated as parkland for development and use of the Sportsplex and any other lawful parks and recreation purposes and uses.

SECTION 2. The dedication of the Sportsplex Land in Section 1 is subject to that certain Commercial Lease of Real and Improved Property between the City and SM Baseball Investments, LLC ("SMBI"), as contemplated by the Sportsplex PSA (the "Sportsplex Lease"), as may be amended or assigned (including any collateral assignments of the leasehold interest to a lender), together with any renewals and extensions thereof, or any substitute or replacement leases.

SECTION 3. There is also reserved and excepted from such dedication a blanket easement across the Sportsplex Land for any and all utilities, including drainage utilities, and any other easements and restrictions of record. The City further reserves the right to install park roads and parking lots, and other facilities and amenities that support lawful park purposes, subject to the terms of the Sportsplex Lease.

SECTION 4. If any word, phrase, clause, sentence, or paragraph of this ordinance is held to be unconstitutional or invalid by a court of competent jurisdiction, the other provisions of this ordinance will continue in full force if they can be given effect without the invalid portion.

SECTION 5. All ordinances and resolutions or parts of ordinances or resolutions in conflict with this ordinance are repealed.

SECTION 6. This ordinance will take effect two (2) business days after each of the following have occurred: a) its passage, approval and adoption on second reading; and b) the City acquires the Sportsplex Land pursuant to the Sportsplex PSA, and c) the duly authorized execution of the Sportsplex Lease by both the City and SMBI and the simultaneous closing of any loan between SMBI and any holder of a Leasehold Mortgage (as defined in the Sportsplex Lease) in connection therewith.

PASSED AND APPROVED on first reading on September 1, 2020.

PASSED, APPROVED AND ADOPTED on second reading on September 15, 2020.

Jane Hughson
Mayor

Attest:

Approved:

Tammy K. Cook
Interim City Clerk

Michael Cosentino
City Attorney

EXHIBIT A

Description of Property Dedicated for Park Purposes

That certain Land as described in the Sportsplex Lease and as shown on the final subdivision plat, a preliminary depiction of which is identified below as the "Sportsplex Land."

Legislation Text

File #: ID#20-536, **Version:** 1

AGENDA CAPTION:

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

Meeting date: September 1, 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: 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:

Greater San Marcos Partnership Board of Directors

Currently serving: Mayor Hughson, Council Member Mihalkanin, Council Member Marquez and City Manager Bert Lumbreras.

We need to nominate members to serve on the GSMP as terms are set to expire September 28, 2020.

The following sections of the GSMP bylaws outline the process:

Section 5.6 Confirmation and Election of Nominees. No later than 30 days prior to the Annual Meeting of the Board of Directors, the Nominating Committee shall present to the Board of Directors the slate of nominated Directors for the next ensuing Fiscal Year.

Section 5.7 Terms of Office. Each Non-Institutional Director other than the General Counsel shall serve for staggered terms of 3 years or until his or her death, resignation, retirement, disqualification, or removal from office. There shall be no limitation on the number of consecutive or subsequent 1- or 3- year terms to which a Non-Institutional Director may be appointed; however, any sitting Non-Institutional Director must be re-nominated and approved for an additional term or terms as provided in these Bylaws at the expiration of each three-year term. Each Institutional Director shall serve until the name of a replacement director is submitted to the Nominating Committee by the applicable Institutional Member, whereupon a replacement director shall be nominated by the Nominating Committee pursuant to Section 5.8 hereof.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

Click or tap here to enter text.

Recommendation:

Greater San Marcos Economic Development Corporation
A Texas Non-Profit Corporation

THIRD AMENDED AND RESTATED BYLAWS

Article I
NAME

The name of the organization shall be the **Greater San Marcos Economic Development Corporation, d/b/a the Greater San Marcos Partnership** ("*GSMP*" or the "*Corporation"*).

Article II.
MISSION, PURPOSE AND LIMITATION ON POWERS

Section 2.1 Mission**.** The mission of the Corporation is to promote the economic vitality of, to encourage and support job creation and preservation in, to attract and recruit new companies and industries to, and to encourage the retention of and support the expansion of companies and industries in the Greater San Marcos, Texas Region, as defined by the Board of Directors from time to time.

Section 2.2 Purposes**.** In furtherance of its Mission above within and for the benefit of the Greater San Marcos, Texas Region, the purpose of the Corporation are: (a) to facilitate education and workforce development providing quality employment opportunities for all residents; (b) to conduct an industrial association for the purpose of encouraging, stimulating and promoting economic development, expansion and diversification; (c) to lessen the burden of government by creating a larger tax base for the benefit of all residents; (d) to develop a complete range of employment opportunities to maximize workforce potential and reduce unemployment; and (e) such other purposes as may be permitted under Section 501 (c)(6) of the Internal Revenue Code (the "*Code*") and the Texas Business Organizations Code, as amended form time to time or their successor provisions.

Section 2.3 501(c)(6) Tax-Exempt Organization**.** The Corporation is a Section 501 (c) (6) organization under the Code. The Corporation is not authorized to take any action not allowed by the Code for such an organization. The Corporation is not organized for profit, and no part of the net earnings of the Corporation may inure to the benefit of any private individual.

Article III.
OFFICES

Section 3.1 Principal Office. The principal office of the Corporation in the State of Texas shall be located in the City of San Marcos, Hays County, Texas. The Corporation may have other offices, either within or without the State of Texas, as the Board of Directors many determine or as the affairs of the Corporation may require from time to time.

Section 3.2 Registered Office and Agent. The Corporation shall have and continuously maintain in the State of Texas, a registered office and a registered agent whose office is identical with such registered office as required by the Texas Business Organizations Code. The registered office of the Corporation may be, but need not be identical with the principal office of the Corporation in the State of Texas. The Board of Directors may change its registered agent and the address of the registered office from time to time.

Article IV.
MEMBERSHIP

Section 4.1 Institutional Members. The City of San Marcos, Texas, Economic Development San Marcos Board, the San Marcos Area Chamber of Commerce, Texas State University, Hays County, Texas, Caldwell County, Texas, Adventist Health System/Sunbelt, Inc., doing business as Central Texas Medical Center, San Marcos Manufacturers' Association, Gary Job Corps Center, San Marcos Consolidated Independent School District, an additional Independent School District located in Hays or Caldwell County, regional economic development organizations ("Regional Partners"), Four Rivers Board of Realtors or its successor, San Marcos Regional Airport, and Austin Community College are Members of the Corporation (each of the foregoing being "Institutional Members"). Institutional Members shall each pay a minimum fee of at least $5,000.00 or provide an equivalent in-kind contribution in such form or manner acceptable to and as determined by the officers of the Corporation.

Section 4.2 Non-Institutional Members. In addition to the Institutional Members, private entities paying a membership fee annually to the Corporation as provided below shall be a non-institutional Member of the Corporation ("Non-Institutional Members").

(a) General Members. Non-Institutional Members paying less than $10,000.00 annually shall be "General Members".

(b) Lead Members. Non-Institutional Members paying at least $10,000.00 annually shall be "Lead Members".

Section 4.3 Other Classes of Members. The Board of Directors may, as it deems appropriate, establish other classes or sub-classes of Members and any other benefits and privileges for each class or subclass.

Section 4.4 Membership Meetings. The Board of Directors shall call and organize one or more meetings of the Members of the Corporation each year at a location within the Greater San Marcos Region. The meetings of the Members may be held in conjunction with any meetings of the Board of Directors.

Section 4.5 Voting Rights of Members. Except as to the manner in which Institutional Members appoint their respective representatives to serve on the Board of Directors as provided in Section 5.5, the Members of the Corporation shall have no voting rights or privileges with regard to the management and affairs of the Corporation.

Section 4.6 Removal of Members. The Board of Directors may remove any Member of any class or sub-class of Members by a two-thirds vote of the Directors for failure of any

Member to meet the requirements set forth in this Article or such other requirements as established by the Board of Directors.

Section 4.7 Member Responsibilities and Obligations. It is expected that both Non-Institutional Members and Institutional Members holding seats on the Board ("Board Members") shall at all times be Members in good standing, which includes but is not limited to their attendance, financial contribution, and general engagement in the work of the Corporation. Board Members also agree to abide by any and all contractual responsibilities held by the Corporation.

Article V.
BOARD OF DIRECTORS

Section 5.1 Powers. The affairs and activities of the Corporation shall be managed by its Board of Directors, which may exercise all powers of the Corporation and do all such lawful acts and things as are not prohibited by the Code, statute or by the Certificate of Formation or these Bylaws.

Section 5.2 Number. The number of Directors on the Corporation Board of Directors shall be no less than 16. The Board of Directors may, by a two-thirds vote of the Directors, increase or decrease the number of representatives representing any member on the Board of Directors.

Section 5.3 Qualifications. In addition to any other requirements of this Article, all Directors must reside or work in Hays or Caldwell County, Texas.

Section 5.4 Ex-Officio Directors. The Board of Directors may appoint one or more ex-officio persons to the Board of Directors as it deems appropriate from time to time.

Section 5.5 Composition of Directors. Subject to the authority of the Board of Directors to add, remove or establish new classes of members and to increase or decrease the number or representatives representing such members, the Board of Directors of the Corporation shall consist of the following persons:

Member to be Represented	Board Seats	Designated Representative
Institutional Members		
City of San Marcos, Texas	4	City Manager, Mayor and two City Council members
Economic Development San Marcos	1	Chair or one nominee
Greater San Marcos Area Chamber of Commerce	1	Chair or one nominee
Texas State University	1	President or Provost
Hays County, Texas	2	Two members of Commissioners Court
Caldwell County, Texas	1	One member of Commissioners Court
Central Texas Medical Center	1	President
San Marcos Manufacturers Association (or its successor)	1	President or one nominee
Gary Job Corps Center	1	Center Director
San Marcos CISD	1	Superintendent
Regional ISD	1	The Regional ISD rotates, as

Member to be Represented	Board Seats	Designated Representative
Institutional Members		
		recommended by the Nominating Committee; Representative designated by the Member
San Marcos Regional Airport	1	Designated by Airport Commission
Four Rivers Association of Realtors	1	Appointee will reside in either Caldwell County or Hays County
Regional Partners contributing $5,000 or more annually	TBD	Representative designated by the Member
Austin Community College	1	Representative designated by the Member
Non-Institutional Members		
Lead Members	6	As recommended by the Nominating Committee
General Members	3	As recommended by the Nominating Committee
At-Large Positions	4	Individuals who are deemed to be of a special and unique value, as recommended by the Nominating Committee
General Counsel	1	An investor with legal experience relevant to the GSMP, as recommended by the Nominating Committee

Notwithstanding the foregoing to the contrary, the Nominating Committee may in good faith, and due to extenuating circumstances and in partnership with the Institutional Members, select one or more names for nomination to serve as an Institutional Director other than those Designated Representatives listed above.

A slate of names for nomination to the Board of Directors shall be prepared by the Nominating Committee for election by the Board of Directors at each Annual Meeting pursuant to Section 5.6 below. Institutional Directors, as submitted by Institutional Members, shall be included in the slate. All other nominations for open or vacant seats shall be selected by the Nominating Committee and included in the slate.

Section 5.6 Confirmation and Election of Nominees. No later than 30 days prior to the Annual Meeting of the Board of Directors, the Nominating Committee shall present to the Board of Directors the slate of nominated Directors for the next ensuing Fiscal Year. Should the Nominating Committee deem necessary, it shall be permitted to modify the slate of nominated Directors prior to the Annual Meeting. A final slate of nominated directors shall be submitted to the Board of Directors for consideration and election at the Annual Meeting. Upon the presentation of a final slate, any sitting Director may move to amend the slate of nominated Non-Institutional Directors on the floor at such Annual Meeting. The final approved slate for Institutional Directors shall be confirmed by the sitting Directors, and the final approved slate for Non-Institutional Directors shall be elected by a vote of not less than two-thirds of the sitting Directors. The newly elected Directors shall take office immediately following the close of the meeting at which they are elected.

Section 5.7 Terms of Office. Each Non-Institutional Director other than the General Counsel shall serve for staggered terms of 3 years or until his or her death, resignation, retirement, disqualification, or removal from office. There shall be no limitation on the number of consecutive or subsequent 1- or 3- year terms to which a Non-Institutional Director may be appointed; however, any sitting Non-Institutional Director must be re-nominated and approved for an additional term or terms as provided in these Bylaws at the expiration of each three-year term. Each Institutional Director shall serve until the name of a replacement director is submitted to the Nominating Committee by the applicable Institutional Member, whereupon a replacement director shall be nominated by the Nominating Committee pursuant to Section 5.8 hereof.

Section 5.8 Vacancies. In the event of a vacancy on the Board of Directors, a replacement director shall be nominated by the Nominating Committee in accordance with the selection process described in Sections 5.5 and 5.6 hereof. Such nominees shall be submitted to the Board of Directors at least 15 days prior to the regularly scheduled meeting of the Board of Directors at which such nominee shall be presented for election by the Board of Directors.

Section 5.9 Automatic Disqualification. Any Director shall be automatically disqualified from service on the Board when the employment or other relationship with the nominating Member is terminated or the person no longer holds the position or title qualifying the person to serve as a Director. A replacement director shall be nominated by the Nominating Committee and submitted to the Board of Directors for election pursuant to Sections 5.5 and 5.6 hereof.

Section 5.10 Disputes Regarding Eligibility to Serve. In the event of a dispute between any Member and any one or more of its respective Director, the opinion of the Member shall control over the opinion of the representative with whom there is a dispute.

Section 5.11 Duties. The duties of the Board of Directors are: (a) to develop and establish the policies and goals of the Corporation; (b) to manage the financial and operational affairs of the Corporation including the approval of the annual budget and other related matters; (c) to authorize necessary expenditures not otherwise included in the approved budget; (d) to create committees, task forces, and other organizational units, however denominated, of the Corporation as are not herein provided for and prescribe the duties for the same; (e) to elect the officers and Directors of the Corporation; (f) to delegate any lawful authority to the Chair or other officers, and (g) to raise money to support the programs and goals of the Corporation.

Section 5.12 Compensation. The Board of Directors for the Corporation shall not receive any compensation or salaries for their services, but by resolution of the Board may be paid or reimbursed reasonable expenses for activities preformed in furtherance of their duties on behalf of the Corporation.

Article VI
ACTION BY THE BOARD OF DIRECTORS

Section 6.1 Regular Meetings. The Board of Directors shall meet at least four times each year, one of which shall be the Annual Meeting. All meetings of the Board of Directors

may be at a place and time designated by the Chair. The Board of Directors may provide by resolution the time and place of additional regular meetings of the Board.

Section 6.2 Annual Meetings. The Board of Directors hold an annual meeting within 30 days of the commencement of each Fiscal Year (an "Annual Meeting"), at which the election of the incoming Board of Directors and Officers shall be conducted pursuant to Section 5.6 and Section 7.2 respectively.

Section 6.3 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chair or by the Secretary if the Secretary receives a written request signed by at least one-half of the members of the Board of Directors. The persons authorized to call special meetings may choose any place within the State of Texas, as the place for holding any special meetings of the Board.

Section 6.4 Electronic, Fax, Telephonic Voting. The Board of Directors may, at the discretion of the Chair and to the extent permitted under the Texas Business Organizations Code, vote by e-mail, fax, conference call or in person. Any action taken by email pursuant to this Section shall be included in the minutes of the Board Meeting immediately following same.

Section 6.5 Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof may be taken without a meeting, if prior to such action a written consent, including consent by reply e-mail or by fax, thereto is signed or transmitted by the number of Directors or members of such committee necessary to conduct such action or actions, as the case may be, and such written consent shall be included in the minutes of proceedings of the Board of Directors or committee.

Section 6.6 Quorum. A majority of the Directors shall constitute a quorum. Except as otherwise specifically provided in these Bylaws, the action of a majority of the Directors present at the meeting at which a quorum is in attendance or participating under Section 6.3 shall constitute action by the Board of Directors.

Section 6.7 Absence. Absence from 3 consecutive Board meetings without an excuse deemed valid and so recorded shall be construed as and deemed to be such Director's resignation from the Board. The Chair, in his or her sole discretion, may excuse any absence.

Section 6.8 Removal. The Board of Directors may remove any officer elected or appointed by the Board of Directors by the affirmative vote of at least two-thirds of the whole Board of Directors whenever in its judgment the best interests of the Corporation would be served.

Section 6.9 Open Meetings. The Corporation shall post notice of meetings of its Board of Directors and conduct such meetings in the spirit of openness and transparency. Notices and agendas for all meetings of the Board of the Corporation shall be posted on the website of the Corporation and provided to the San Marcos City Clerk's Office at least 48 hours in advance of the meeting. Members of the public are invited to attend and listen to all non-executive portions of such meetings. The Corporation shall post the minutes and agendas of the meeting within a reasonable time after the minutes are approved. Items eligible for discussion in Executive Session shall include the following: (a) Consultation with Attorney; (b) Deliberation

Regarding Real Property; (c) Deliberation Regarding Contract Being Negotiated; (d) Deliberation Regarding Prospective Gift; (e) Personnel Matters; and (f) Deliberation Regarding Strategies that are Proprietary in Nature.

Article VII
OFFICERS

Section 7.1 Stated Offices. The officers of the Corporation shall include: Chair, Chair-Elect, Past Chair, President, Secretary, and Treasurer. New offices may be created and filled at any meeting of the Board of Directors.

Section 7.2 Election of Officers. The Board of Directors shall elect the Chair, Chair-Elect, Secretary, and Treasurer of the Corporation at the Annual Meeting. Each officer shall remain in office until a successor is duly elected. Except in extenuating circumstances, the positions of Chair and Chair-Elect shall be limited to a term of no more than one year. Under no circumstances, however, shall any Chair or Chair-Elect serve for a term of more than two years.

No later than 30 days prior to each Annual Meeting of the Board of Directors, the Nominating Committee shall present to the Board of Directors the slate of nominated officers for the next ensuing Fiscal Year. Should the Nominating Committee deem necessary, it shall be permitted to modify the slate of nominated officers prior to the Annual Meeting. A final slate of nominated officers shall be submitted to the Board of Directors for election at the Annual Meeting. Upon the presentation of a final slate, any sitting Director may move to amend the slate of nominated officers on the floor for at such Annual Meeting. The final approved slate for officers shall be elected by a vote of not less than two-thirds of the sitting Directors. The newly elected officers shall take office immediately following the close of the meeting at which they are elected.

Section 7.3 Honorary Chair or Co-Chairs. In special recognition of their role and contribution, the Board of Directors, annually and by a vote of 2/3, may designate the Mayor of San Marcos and/or representative from Hays County Commissioners Court to serve as Honorary Chair or Co-Chairs.

Section 7.4 Duties of the Chair. The Chair shall preside at all meetings of the Board of Directors. The Chair will assign persons to committees and shall be an *ex officio* member of all standing committees. The Chair will assist in the formulation and promotion of the programs and activities of the Corporation and its committees. The Chair may sign any deeds, mortgages, bonds contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to come other officer or agent of the Corporation; and in general, shall perform all duties incident to the office of the Chair and such other duties as may be prescribed by the Board from time to time.

Section 7.5 Duties of the Past Chair. The Past Chair shall provide support and guidance to the ongoing success of the Corporation. The Past Chair, should their term expire, shall remain a Director for the year during which they serve as Past Chair.

Section 7.6 Duties of the Chair-Elect. The Chair-Elect will act in the absence of the Chair or in the event of his inability or refusal to act. The Incoming Chair shall perform such other duties as from time to time may be assigned to him or her by the Chair.

Section 7.7 Duties of the Secretary. The Secretary shall cause to be entered in the minute books the minutes of all meetings of the Board of Directors and, when requested, any committees. The Secretary shall maintain all books and papers for the Corporation and shall be responsible for the giving of all notices as required by these Bylaws. The Secretary shall attest such instruments as required by law, resolution or as may customarily be required. The Secretary shall carry out such other reasonable and customary duties incident to the office or as directed by law and the Board of Directors. The Board may designate the President as the Secretary.

Section 7.8 Duties of the Treasurer. The Treasurer shall in cooperation with the President, oversee the receipt and disbursement of all funds deposited in the name of the Corporation. The Treasurer shall present reports of receipts and disbursements to the Board of Directors on a regular basis as determined by the Chair. Checks are to be signed by the Treasurer and the President, or in the absence of either or both, by any two (2) authorized officers. However, the President shall have authority to sign checks for items not exceeding a fixed dollar amount as specified in writing by the Board of Directors from time to time except those made payable to the President. The Treasurer shall cause a monthly financial report to be made to the Board. A petty cash fund not to exceed $100 may be maintained and disbursed for authorized expenses. A written record of expenses shall be maintained.

Section 7.9 Duties of the President. The Board of Directors may employ an Executive Director who shall be the President and Chief Executive Officer of the Corporation. The President shall have general executive charge, management and control of properties, business and operations of the Corporation with all such powers as may be reasonably incident to such responsibilities, and shall have such other powers as may be assigned to such officer from time to time by the Board of Directors, including, but not limited to:

(a) attending all meetings of the Board of Directors;

(b) ensuring that the members of the Board of Directors and other committees are notified of their respective meetings and that accurate minutes are kept of all meetings of the Corporation;

(c) Keeping an itemized record of all receipts, disbursements and financial transactions of the Corporation in accordance with generally accepted accounting principles or other accounting method approved by the Board of Directors;

(d) endorsing or cause to be endorsed, in the name and on behalf of the Corporation, all checks, notes and other obligations and shall deposit the same, with monies received by the Corporation, to the credit of the Corporation in such bank or banks or depositories as designated by the Board of Directors;

(e) serving as the Secretary of the Corporation, if requested by the Board of Directors and preforming all duties incidental to the office of Secretary; and

(f) serving as an ex-officio member of all committees.

The President shall be employed as an "at-will" employee and shall serve at the pleasure of the Board of Directors. The Board of Directors shall establish the compensation and any benefits of the President. Any contract of employment between the Corporation and any person to employ such person as President shall be subject to this Section.

Article VIII.
COMMITTEES

Section 8.1 Nominating Committee. The Nominating Committee consists of not less than seven members, which shall include (i) the Chair, (ii) the Chair-Elect, (iii) one Director, (iv) two Lead Member representatives who are not also Directors, (v) one General Member representative who is not also a Director, and (vi) and one Director, who shall be the Mayor or member of the San Marcos City Council. All members shall be selected and appointed by the Chair no later than 60 days following the Annual Meeting. No member of the Nominating Committee shall serve for more than three consecutive years.

The Nominating Committee shall meet no later than 60 days following the Annual Meeting, and not less than three times in each Fiscal Year. The Nominating Committee shall be responsible for recommending both a slate of Directors and a slate of Officers to the Board for each Fiscal year in accordance with these Bylaws. The Nominating Committee shall present its recommendations at the Annual Meeting. Prior to the presentation of its recommendations and nomination report, the Nominating Committee shall contact each of its nominees and shall determine each nominee's willingness to serve if elected for the position for which he or she is to be nominated.

Section 8.2 Standing and Special Committees. The Chair may designate one or more standing or special committees, each to have the name, membership, duties and responsibilities designated by the Chair.

Section 8.3 Committee Limitations. No committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the Bylaws; electing, appointing or removing any member of any committee or any Director or officer of the Corporation; amending the Certificate of Formation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking proceedings therefore; adopting a plan for the distribution of the assets which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Directors, of any responsibility imposed on it or him by law.

Section 8.4 Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

Article IX
INDEMNIFICATION

Section 9.1 Indemnification. The Corporation may indemnify any officer or Director of the Corporation to the extent permitted by law and to the extent such officer or Director is acting within such standard of care established under the Texas Business Organizations Code.

Section 9.2 Coverage. The provisions of Section 9.1 shall not be deemed exclusive of any other rights to which any Director, officer or other person may be entitled under any other agreement or pursuant to a vote of the Directors, as a matter of law or otherwise, either as to action in his official capacity or as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person

Article X
CONTRACTS, CHECK, DEPOSITS AND FUNDS

Section 10.1 Contracts. The Board of Directors may authorize any officer or officers or agents of the Corporation, in addition to the officers so authorized by these Bylaws to either into any contract or execute and deliver any instrument in the name of and in behalf of the Corporation with the budget and guidance provided by the Treasurer. Such authority may be general or confirmed to specific instances.

Section 10.2 Checks and Drafts. All check, drafts or order for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agents or agents of the Corporation and in such a manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the President if the expenditure is part of an approved budget or was previously approved by the Board. Unbudgeted expenditures in excess of $5,000.00 much be approved by the Board of Directors and be signed by an officer of the Corporation or approved agent.

Section 10.3 Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

Section 10.4 Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or device for the general or special purposes of the Corporation.

Article XI
MISCELLANEOUS

Section 11.1 Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board of Directors and shall keep at the registered or principal office a record giving the names and addresses of the Directors entitled to vote. Any Director or his/her agent or attorney may inspect all books and record for any proper purpose at any reasonable time.

Section 11.2 Fiscal Year. The fiscal year of the Corporation shall begin the first day of October and end on the last day in September each year

Section 11.3 Seal. The Board of Directors may adopt a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the words, Greater San Marcos Economic Development Corporation.

Section 11.4 Amendments. These Bylaws may be altered, amended or repealed and new bylaws adopted by a two-thirds majority of the Board of Directors, if 30 days written notice is given of an intention to alter, amend, or repeal these Bylaws or adopt new bylaws at such meeting. Concurrent 30 day written notice shall be submitted to the San Marcos City Clerk, in form identical to that provided under this Section to the Board of Directors.

Section 11.5 Waiver of Notice. Whenever any notice is required to be given under the provisions of the Texas Business Organizations Code or under the provision of the Certificate of Formation of the Corporation or there Bylaws, a wavier there of in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 11.6 Parliamentary Authority. The rules contained in Robert's Rule of Order as amended shall govern the Corporation in every case to which they are applicable and in which they are consistent with these Bylaws.

Section 11.7 Dissolution. In the event of dissolution, the assets of the Corporation will be turned over to one or more organization which themselves are exempt as organizations describe in Section 501 (c)(6) and 170 (c)(2) of the Code, as amended, or corresponding section of any prior or future federal tax code, or to the federal government, or to a state or local government for lawful public purposes.

Section 11.8 Operating Procedures. The Corporation will specifically adhere to any and all existing contractual obligations.

ADOPTED by the Board of Directors of the Greater San Marcos Economic Development Corporation, d/b/a the Greater San Marcos Partnership, on the 9th day of August, 2018.

_____
Dr. Denise Trauth, Chair

ATTEST:

_____
Becky Collins, Secretary

Legislation Text

File #: ID#20-506, **Version:** 1

AGENDA CAPTION:

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

Meeting date: September 1, 2020

Department: City Manager's Office

Amount & Source of Funding

Funds Required: Click or tap here to enter text.

Account Number: Click or tap here to enter text.

Funds Available: Click or tap here to enter text.

Account Name: Click or tap here to enter text.

Fiscal Note:

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

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

Choose an item.

Choose an item.

Choose an item.

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

☐ Economic Development - Choose an item.

☐ Environment & Resource Protection - Choose an item.

☐ Land Use - Choose an item.

☐ Neighborhoods & Housing - Choose an item.

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

☐ Transportation - Choose an item.

☐ 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 Interim Chief of Police Bob Klett provided a thorough work session presentation to the City Council detailing many aspects of the department's use of force policy. That presentation was developed in response to many emails and messages received by members of Council regarding this topic after the death of George Floyd. During that presentation, staff made a recommendation to Council that an Ad Hoc committee be appointed for the limited purposes of reviewing the department's use of force policies and making recommendations to Chief Klett and his Advisory Panel about those policies. Council provided consensus to move forward with this recommendation. The purpose of this agenda item is to hold discussion about this recommendation and to provide direction to staff on the topic.

Council Committee, Board/Commission Action:

Click or tap here to enter text.

Alternatives:

An alternative recently suggested by the members of the Advisory Panel was to task the Advisory Panel with this review rather than forming an Ad Hoc committee.

Recommendation:

The staff recommendation is to form the Ad Hoc committee and begin this review project.

MEMO

TO: The Honorable Mayor and City Council
via: Bert Lumbreras, City Manager
FROM: Chase Stapp, Director of Public Safety
DATE: August 27, 2020
RE: Ad-hoc Committee Formation – Police Use of Force Policy

During the regular City Council meeting on September 1, 2020 you all will be asked to consider information and provide direction related to the formation of an ad hoc committee to study the Police Department's Use of Force policies and make recommendations where appropriate. As a reminder, Council provided direction to establish this committee during the regular meeting on July 7, 2020. The staff recommendation approved by Council was to charge this committee with achieving the following tasks:

- Receive a training program related to contemporary police use of force case law and policy formation
- Study the San Marcos Police Department policies pertinent to the use of force by officers
- Prepare any appropriate recommendations for potential changes to the policies and present the same to the Chief's Advisory Panel

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

There are two key components of this process that were not discussed in detail at the July 7 meeting. Our hope is to receive guidance from the Council at the September 1 meeting in these two areas: The size of the ad-hoc committee and the process to be used in nominating committee members. This memo will provide the staff perspective and input on these two components.

Staff recommends that the ad hoc committee be comprised of 15 San Marcos residents. This

would allow for each Council Member to appoint 2 members and for the Mayor to appoint 3. The odd number is helpful in the event that the group is divided on a particular recommendation or other course of action. A group this size should be small enough to allow for open and meaningful dialogue between all participants. Larger groups often lose agility in their ability to work through their charged tasks. At the same time, a group of this size is large enough to allow for adequate diversity and representation from various segments of our community.

We have formed committees such as this one using different methods in the past. The process recommended by staff is one that has been used multiple times recently to form various Council committees. That process involves taking applications from interested residents for a certain time period determined by Council and then nominating panel members during a subsequent meeting to arrive at the desired number of committee members. Staff would work with the City Clerk and our Communications team to create the application form and publish it so that interested residents may apply. The application should contain basic identifying and residency information for each applicant along with two critical questions:

- What experiences and/or training make you well suited to serve on this committee?
- Why do you desire to serve on this committee?

Staff will work with the City Clerk to publish the list of applicants prior to the meeting in which nominations will be made.

Since this ad-hoc committee is intended to have a limited mission and time span, it would be dissolved after completing their work.

Thanks you for your leadership and direction on this concept.

File #: ID#20-581, **Version:** 1

AGENDA CAPTION:

Executive Session in accordance with:

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

Meeting date: 9/1/2020

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.

Legislation Text

File #: ID#20-582, **Version:** 1

AGENDA CAPTION:

Consider action, by motion, regarding the following Executive Session items held during the Work Session and/or Regular Meeting:
A.§Sec.551.071 of the Texas Government Code: Consultation with attorney - to receive advice of legal counsel regarding pending litigation, to wit: The Mayan at San Marcos River, LLC and City of Martindale v. City of San Marcos, Docket No. 04-19-00018-CV in the 4th Court of Appeals of Texas

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

Meeting date: 9/1/2020

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.