

sights & sounds of Christmas

Stephanie Reyes

Assistant City Manager – City of San Marcos
sreyes@sanmarcostx.gov

September 28, 2020

City of San Marcos
630 E Hopkins
San Marcos, TX 78666

RE: Special Events Fund Request \$80,000 - City of San Marcos

Ms. Reyes,

The purpose of this letter is to request funding for San Marcos Sights & Sounds of Christmas, Inc. annual festival in the amount of \$80,000 on 10/01/2020. However, due to COVID, we will not be holding our traditional event, but we remain committed to providing our traditional lighting throughout San Marcos Plaza Park & City Park. We have not ruled out an event all together in the park. Crabtree Amusements (Carnival), Entertainers, and Food Vendors continue to express interest if we are able to host an event. Of course, any such event would only be possible if local ordinances related to COVID allowed for large group gatherings.

With the current state of our annual event, we will have a substantial reduction in expenses compared to last year at \$945,221. Due to uncertainty, we are only able to budget for expenses directly related to lighting, which is 20% of our budget or \$185,801, based on our previous event. We anticipate being able to cut our lighting expenses by 50% without our traditional event taking place. However, additional expenses will be incurred if we are able to host any type of event or add to our lighting attraction. We will continue fundraising efforts to cover additional expenses.

We are truly grateful for the support provided by the City of San Marcos and we want to make sure we continue to adhere to city guidelines and maintain our status as good stewards of tax payer money. We are not aware of any changes to special event guidelines, but please let us know if we are mistaken. Enclosed, is an executed copy of the "City of San Marcos Provider Contract" which we used last year. Again, please let us know if additional information is needed for our funding request and we will act accordingly.

2020 has been a year of challenges. Rest assured, your San Marcos Sights & Sounds of Christmas is dedicated to keeping the Holiday Spirit alive.

Sincerely,



David Case, President

512-214-1811 - case@sights-n-sounds.org



CITY OF SAN MARCOS PROVIDER CONTRACT

PARTIES:

City: The City of San Marcos, 630 E. Hopkins, San Marcos, TX 78666.

Provider: San Marcos Sights and Sounds of Christmas, Inc.

Project Director/Treasurer: David Case

FUNDING AMOUNT: \$80,000

Section 1. Obligations of the City and the Provider: The City agrees to provide the Funding Amount to the Provider in return for the Provider's faithful, diligent, expeditious and satisfactory performance of the activities proposed in its art services funding application which is attached as Appendix A.

Section 2. Contract Period: This contract takes effect upon its execution, and terminates upon completion of obligations by the parties, unless sooner terminated by the City.

Section 3. Use of Funds: Funds provided under this contract are generated by the City's Hotel Occupancy Tax, and are to be used to directly enhance and promote tourism within the City of San Marcos.

Section 4. Separate Account: If the Funding Amount is \$10,000.00 or more, the Provider shall maintain the funds provided by the City under this contract in a separate account, and the Provider shall not commingle the funds in that account with any other money, or maintain them in any other account. The Provider shall maintain complete and accurate financial records of each expenditure of the funds and, at the request of the City Manager or his designee, shall make the records available for inspection and review during normal business hours.

Section 5. Unspent Funds: Any funds allocated to the Provider by the City which are unencumbered or unexpended at the end of the Contract Period or other date of the termination of this Agreement shall be remitted to the City within 30 days from the date thereof.

Section 6. Reports: The Provider agrees to provide a report as required by the City relating to the Provider's expenditure of funds and performance of activities under this contract. The format and content of these reports will be determined by the City's Arts Commission.

Section 7. Periodic Payments: Funds to be paid by the City as provided in Section 3 above shall be released to the Provider as follows: 90% of award upon receipt of signed contract agreement, remaining 10% upon receipt of Project Final Evaluation Report.

Section 8. Access to Records. The Provider agrees to allow the City to inspect all pertinent records, files, invoices and other written material maintained by the Provider related to this contract, with advance notice to the Provider. Any failure by the Provider to provide records as requested by the City may be deemed by the City to be a breach of this contract by the Provider.

Section 9. Subcontracts. The Provider agrees not to subcontract any part of this contract to any other person or organization without the prior written consent of the City.

Section 10. Political Activity. The Provider agrees not to use any of the funds received by the Provider under this contract for any political activity, including any activity to further the election or defeat of any candidate for public office or any activity undertaken to influence the passage, defeat or final content of legislation.

Section 11. Compliance with Laws. The Provider agrees to comply with all applicable laws, ordinances, codes and regulations of the local, state and federal governments including those pertaining to equal employment opportunity and discrimination against participants.

Section 12. Breach of Contract.

A. If the City Manager of the City determines that the Provider is not carrying out its activities in accordance with this contract, or that the Provider has breached any provision of this contract, the City Manager shall notify the Provider in writing of the deficiency. The Provider shall have 10 working days from the date of the notice to correct the deficiency.

B. If the deficiency is not appropriately corrected in the opinion of the City Manager within the prescribed time, notice may be given to the Provider that its funding will be terminated.

C. Upon termination of this contract under this Section 12, the Provider shall remit all unspent funds allocated to it by the City within 30 days from the date of termination. Nothing in this contract precludes the City from seeking any other remedy for breach of this contract that is available in law or in equity.

G. Either party to this contract shall have the right to terminate this contract by providing written notification to the other party at least 30 days prior to the effective date of termination; however, the City agrees that it will not terminate this contract under this subsection except for good cause.

Section 13. Independent Contractor. It is understood and agreed between the parties that the Provider is an independent contractor. The City and the Provider, in executing this contract, and in performing their respective obligations, are acting independently, and not in any form of partnership or joint venture. **The City assumes no liability or responsibility to the Provider or**

any third parties in connection with this contract or by virtue of the City's issuance of any permits or approval of any plans, specifications or improvements related to the activities of the Provider under this contract.

Section 14. Indemnification. The Provider shall indemnify, hold harmless and defend City, its employees, officials, and agents from and against any and all obligations, claims, suits, demands and liability or alleged liability, including costs of suit, attorney's fees, damages, judgments, or settlements and related expenses arising in any manner from the Provider's activities under this contract.

Section 15. Miscellaneous.

A. This contract contains the entire agreement between the parties. Any oral understandings or agreements in conflict with the written provisions of this contract shall be of no force or effect.

B. Any amendments to the terms of this contract must be made in writing and executed by both parties.

C. The Provider warrants that it possesses the legal authority to enter into and perform this contract.

D. The City may provide for or conduct an independent audit of the funds received under this contract at any time during the effective term of this contract and for twelve months after its termination.

E. The Provider agrees to maintain all program records related to the activities funded by the City under this contract for at least twelve months after the termination of this contract.

F. The Provider agrees to include the statement "~~Funding provided~~ **Presented by the City of San Marcos**" with any advertising, promotional materials, and event announcements.

Section 16. Supplemental Conditions. (Check One)

A. None: X

B. As stated in Appendix B: _____

Executed in duplicate originals to be effective on _____.

Attest:

City of San Marcos:

Tammy Cook City Clerk

By: _____
Bert Lumbreras, City Manager

Provider: Sights and Sounds

By: _____


Name: David Case

Title: President

**San Marcos Sights & Sounds of Christmas Inc.
100% Volunteers - Board of Directors & Affiliates - 2020**

Executive Board

Position	Name	Company
President	David Case	Schertz Bank & Trust
Vice President	Elva Zdeb	Embassy Suites
Secretary	Amber Walsh	Mensor
Treasurer	Jason Dixon	Edward Jones
Ex-Officio - Voting	Jason Mock	San Marcos Chamber of Commerce
Past President	Brian Olson	Owner - Premier Cuts
Past President	Thomas Curtis	Chuck Nash Auto

Directors & Officers

Position	Name	Company
Director - Fundraising	Jude Prather	Hays County Veterans Service Officer
Director - Santa Photos	Katie Contreras	Hays County EMS
Director - Finance	Kristyn Johnson	Chuck Nash
Director - Biscuits	Rick Doria	Owner - One Support
Director - Gift Shop	Celeste Hollister	San Marcos Daily Record
Director	Joanna Ivey	Christus Hospice
Director - Volunteers	Claudie Cruz	Hospital House Keeping Systems & Big Robs Burgers
Ex-Officio - Voting	Rodney Cobb	USA Woman's Softball
Ex-Officio - Voting	Oscar Hairell	USA Woman's Softball

Ex-Officio - Non Voting

Position	Name
City of San Marcos	Drew Wells
City of San Marcos	Catherine Marler
City of San Marcos	Pete Binion
City of San Marcos	Bert Stratemann
City of San Marcos	Jessica Ramos
Media Relations	Daniel Guerrero

Committee Members

Position	Name
Santa Arrivals	Kathleen Chomel
Mapping	Amy Finn
Chief Token	Charlie Natal
Cotton Candy	Mike Jones
Drinks	Ashley Rose
Scavenger Hunter	Alyssa Kutach
5K Director	Rebecca Rounds
5K Director	Matthew Worthington
Drinks	Shawn Dupont
Whoville	Maraya Dun
Entertainment	Teresa Lauderdale

San Marcos Sights & Sounds of Christmas Inc.

Lighting The Park & More - 2020 Budget

34th Annual Event

INCOME

Fundraising	\$172,500
Trade	\$57,500
Total Income	<u>\$230,000</u>

EXPENSES

Administrative	\$2,000
Legal & Professional Services	\$6,769
Insurance	\$6,000
Advertising & Marketing	\$25,000
Printing	\$5,000
Parks -Christmas Light Set-Up	\$74,999
CM Allen Downtown Ligths & Décor	\$25,000
Electrical Set-Up	\$22,000
Event Attractions	\$55,570
Supplies	\$3,000
Cost of Labor	\$4,500
Signage	\$4,000
SMCISD Kid's Artwork Displays	\$7,000
Static Music	\$6,000
Total Expenses	<u>\$246,838</u>

NET INCOME **-\$16,838**

Christmas Light Set-Up Quote - 2019

City Park & San Marcos Plaza Park

Trees on East Side of River

	<u>Lease LED Lights in canopies</u>	<u>Amps</u>	<u># of Lights Actual</u>	<u>Price</u>
1 Cluster of 3 trees		8.3	10,000	\$
	<u>Lease LED Lights on Trunks and Branches</u>			
2 Pecan Tree		4.2	5,000	\$
3 Pecan Tree		4.2	5,000	\$
4 Pecan Tree		4.2	5,000	\$
5 Pecan Tree		4.0	4,800	\$
7 Pecan Tree near river entrance		5.0	6,000	\$
8 Pecan Tree near river entrance		5.0	6,000	\$
9 Pecan Tree near river entrance		5.0	6,000	\$
10 Pecan Tree near river entrance		5.0	6,000	\$
11 Pecan Tree		4.0	4,800	\$
12 Pecan Tree		5.8	7,000	\$
13 Pecan Tree		5.0	6,000	\$
16 Pecan Tree		5.3	6,300	\$
17 Patriotic Tree (Warm White)				\$
18 Pecan Tree		2.3	2,800	\$
19 Pecan Tree		4.3	5,160	\$
54 Pecan Tree		4.0	4,800	\$
55 Pecan Tree		2.7	3,200	\$
Additional Tree By Restrooms		3.0	3,600	\$
Additional Tree By Restrooms		2.8	3,400	\$
				\$ 15,326.42

Trees on West Side of River

	<u>Lease LED Lights on Trunks and Branches</u>			
20 Pecan Tree		6.5	7,800	\$
21 Pecan Tree		6.5	7,800	\$
22 Pecan Tree		6.5	7,800	\$
25 Evergreen Tree (Canopy)		5.8	7,000	\$
26 Tree behind Stage		5.8	7,000	\$
27 Multiple Trees at roadway		12.5	15,000	\$
35 Tree by Structure		6.7	8,000	\$
<i>35 Wrap tree in candy cane wrap add additional:</i>				\$
36 Pecan Tree at Parking Lot		2.5	3,000	\$
37 Pecan Tree at Parking Lot		5.0	6,000	\$
38 Lights on trunk and branches of Pecan		5.3	6,300	\$
39 Ash Tree at Park Entrance		6.5	7,800	\$
40 Tree at River adjacent to bridge		5.4	6,500	\$

41 Tree at Parking Lot	4.0	4,800	\$
42 Tree at Parking Lot	4.0	4,800	\$
43 Tree at Chamber	5.4	6,500	\$
44 Tree at Chamber	6.5	7,800	\$
45 Lights on trunk and branches of Pecan	5.3	6,300	\$
47 Tree at Chamber	5.4	6,500	\$
48 Tree at Street	4.3	5,160	\$
49 Tree at Street	4.3	5,160	\$
50 Tree at Street	4.3	5,160	\$
51+52 Additional trees added in 2015	3.0	3,636	\$
53 Pecan Tree at Parking Lot	5.0	6,000	\$
			\$ 23,466.95

Multi Color Trees on West Side of River

Lease LED Lights on Trunks and Branches (1 Color)

28 Trees at side of structure	7.9		\$
29 Trees at side of structure	10.0		\$
23 Pecan Tree	7.9		\$
24 Pecan Tree	7.9		\$
31 Tree at River	8.1		\$
32 Tree at River	5.7		\$
33 Tree at River	12.5		\$
<i>Cost saving if wrapped in 1 colors ONLY:</i>			\$
			\$ 10,570.77

Multi Color Trees on East Side of River

Lease LED Lights on Trunks and Branches (3 Colors)

C1 Pecan Tree	7.9		\$
C2 Pecan Tree	11.5		\$
C4 Pecan Tree	8.1		\$
C5 Pecan Tree	7.9		\$
C6 Pecan Tree	11.1		\$
C7 Pecan Tree	8.3		\$
C8 Pecan Tree	8.0		\$
C9 Pecan Tree	7.9		\$
C10 Pecan Tree	9.4		\$
			\$ 15,324.48

Additional Decor

Ornaments for Christmas Tree by Stage

Labor for 40 Ornaments owned by Sights and Sounds	40		\$
			\$

Leased Price for Decorating Fish Hatchery in Candy Cane Theme Lights

Cool White Net Lights on Roof			\$
Cool White Icicle Lights on Roof			\$
Red Lights Wrapped on Roof Support Beams from Roof to Wall			\$

Cool White Light Strands Wrapped on Hand Rails	\$
(2) 6' Fiberglass Candy Canes on 4 Corners of Building	\$
(2) 12' Fiberglass Nutcrackers at Each Side of Sidewalk at Entry	\$
	\$

Job Notes / Schedule / Payment Terms

***Lifts to be provide by DecorIQ.
***Payments Terms: 50% down payment, 50% at completion of installation

Total: \$ 74,998.62

Exempt

Signature for Approval: _____

\$ 74,998.62