



**NOTICE OF MEETING
GOVERNING BODY OF MARBLE FALLS, TEXAS
Tuesday, January 5, 2016 – 6:00 pm**

A quorum of the Marble Falls Economic Development Corporation
and the Planning & Zoning Commission may be present

Notice is hereby given that on the 5th day of January, 2016 the Marble Falls City Council will meet in regular session at 6:00 pm in the City Hall Council Chambers located at 800 3rd Street, Marble Falls, Texas, at which time the following subjects will be discussed:

1. CALL TO ORDER AND ANNOUNCE QUORUM IS PRESENT

2. INVOCATION

3. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES AND TO THE TEXAS FLAG. *“Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.”*

4. UPDATES, PRESENTATIONS AND RECOGNITIONS

5. CITIZEN COMMENTS. *This is an opportunity for citizens to address the City Council concerning an issue of community interest that is not on the agenda. Comments on a specific agenda item must be made when the agenda item comes before the Council. The Mayor may place a time limit on all comments. Any deliberation of an issue raised during Citizen Comments is limited to a proposal to place it on the agenda for a later meeting.*

6. CONSENT AGENDA. *The items listed are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which case the item will be removed from the Consent Agenda prior to a motion and vote. The item will be considered in its normal sequence on the Regular Agenda.*

(a) Approval of the [minutes](#) of the December 1, 2015 regular meeting. **Christina McDonald, City Secretary**

(b) Approval of a [Community Event Fund Application](#) for Seasonal Lighting Displays. **Mike Hodge, City Manager**

(c) Approval of a [Park Concession Agreement](#) between the City of Marble Falls ('City') and Rodgers Family Enterprises, LLC D/B/A Jolly Rodgers

(‘Concessioner’) for the purposes of renting paddle boards, paddle boats, kayaks and park-related retail products. **Robert Moss, Parks and Recreation Director**

- (d) Approval of a [Park Concession Agreement](#) between the City of Marble Falls (‘City’) and The Highland Lakes Farmers Market, a 501(c)(6) organization (‘Concessioner’) for the purpose of holding a farmers market each Saturday in Falls Creek Park. **Robert Moss, Parks and Recreation Director**

7. REGULAR AGENDA. *Council will individually consider and possibly take action on any or all of the following items:*

- (a) Public Hearing, Discussion and First Reading of [Ordinance 2016-O-01A](#) amending the Code of Ordinances of the City of Marble Falls Chapter 15 (Parks and Recreation), Article IV (Lakeside Pavilion), Section 15-86 (Definitions), Section 15-90 (License Fees), Section 15-91 (City’s right to refuse rent), proposed Section 15-93.5 (No Smoking), and Section 15-97 (Pavilion Basic Services). **Robert Moss, Parks and Recreation Director**

- (b) Public Hearing, Discussion, and Action Regarding a [Construction Plat](#) for Panther Hollow Subdivision, being a 12.63 acre subdivision and 3.9 acres of dedicated right-of-way out of the Guadalupe Flores Survey No. 7, Abstract No. 304, and C&M Railroad Survey No. 4, Abstract No. 1270, City of Marble Falls, Burnet County, Texas, and Subdivision Regulation waiver/suspension requests pertaining to the proposed development. **Caleb Kraenzel, Director of Development Services**

8. CITY MANAGER’S REPORT

9. EXECUTIVE SESSION with the Marble Falls Economic Development Corporation

CLOSE OPEN SESSION AND CONVENE EXECUTIVE SESSION Pursuant to §551.071 (Private Consultation between the Council and its Attorney) and Pursuant to §551.072 (Deliberation Regarding the Purchase, Exchange, Lease or Value of Real Property) of the Open Meetings Act. Tex. Gov’t Code, Council will meet in Executive Session to discuss the following:

- Discuss economic development projects associated with development of EDC owned and City owned property, including public right-of-way and easements.

10. RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ITEMS DISCUSSED IN EXECUTIVE SESSION.

11. ANNOUNCEMENTS AND FUTURE AGENDA ITEMS.

12. ADJOURNMENT.

“The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code, including, but not limited to, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code, including, but not limited to, Section 321.3022 (Sales Tax Information).”

In compliance with the Americans with Disabilities Act, the City of Marble Falls will provide for reasonable accommodations for persons attending City Council Meetings. To better serve you, requests should be received 24 hours prior to the meeting. Please contact Ms. Christina McDonald, City Secretary at (830) 693-3615.

Certificate of Posting

I, Christina McDonald, City Secretary for the City of Marble Falls, Texas, do certify that this Notice of Meeting was posted at City Hall, in a place readily accessible to the general public at all times, on the 30th day of December, 2015 at 8:30 am and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

/s/ Christina McDonald

Christina McDonald, TRMC
City Secretary

The agenda is also posted on the City’s web site www.ci.marble-falls.tx.us.

This public notice was removed from the official posting board at the City of Marble Falls’ City Hall on the following date and time:

By: _____
City Secretary’s Office
City of Marble Falls, TX

January 5, 2016

6. CONSENT AGENDA

- (a) Approval of the minutes of the December 1, 2015 regular meeting. ***Christina McDonald, City Secretary***
-

Background information is attached as follows:

[December 1, 2015 regular meeting minutes](#)

STATE OF TEXAS
COUNTY OF BURNET
CITY OF MARBLE FALLS

On this the 1st day of December, 2015 the Council of the City of Marble Falls convened in regular session at 6:00 pm at the City Hall Council Chambers located at 800 Third Street, Marble Falls, Texas, with notice of meeting giving time, place, date, and subject having been posted as described in Chapter 551 of the Texas Government Code.

PRESENT:

John Packer	Mayor
Jane Marie Hurst	Mayor Pro-Tem
Rachel Austin-Cook	Councilmember
Richard Lewis	Councilmember
Ryan Nash	Councilmember
Richard Westerman	Councilmember

ABSENT:

Reed Norman	Councilmember
-------------	---------------

STAFF:

Mike Hodge	City Manager
Patty Akers	City Attorney
Christina McDonald	City Secretary
Mark Whitacre	Police Chief
Johnny Caraway	Fire Chief
Caleb Kraenzel	Director of Development Services
Eric Belaj	City Engineer
Perry Malkemus	Public Works Director
James Kennedy	Assistant Public Works Director
Christian Fletcher	EDC Executive Director

VISITORS: Glynis Smith (The Highlander), Mark Hodges (EDC), Mary Ann Raesener (Mayor, City of Meadowlakes)

1. **CALL TO ORDER AND ANNOUNCE QUORUM IS PRESENT.** Mayor Packer called the meeting to order at 6:01 pm and announced the presence of a quorum.
2. **INVOCATION.** Mayor Packer gave the invocation.
3. **PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES AND TO THE TEXAS FLAG.** Mayor Pro-Tem Hurst led the pledges.
4. **UPDATES, PRESENTATIONS AND RECOGNITIONS.** Mayor Packer read the Tree of Angels Proclamation.
5. **CITIZEN COMMENTS.** There were no citizen comments.

6. CONSENT AGENDA.

- (a) **Approval of the minutes of the November 3, 2015 regular meeting.**
- (b) **Approval of Resolution 2015-R-12B expressing intent to finance expenditures to be incurred by the City of Marble Falls, Texas.**
- (c) **Approval of a contract with the Community Arts Project for the Sculpture on Main Event.**

Mayor Pro-Tem Hurst made a motion to approve the consent agenda. Councilmember Lewis seconded the motion. The motion carried by a vote of 6-0.

7. REGULAR AGENDA.

- (a) **Discussion and action regarding recommendation of contract award for the construction of the wastewater plant expansion.** Eric Belaj, City Engineer addressed Council. Councilmember Nash made a motion to award the contract to Excel Construction in the amount of \$2,455,886 which includes additive alternates AA-2 and AA-3. Councilmember Westerman seconded the motion. The motion carried by a unanimous vote (6-0).
- (b) **Discussion and Action on the approval of the 4th Quarterly Investment Report for the period July 1, 2015 through September 30, 2015 and the Annual Investment Report for Fiscal Year 2014/15.** Margie Cardenas, Finance Director presented the reports to Council. Councilmember Nash made a motion to approve the reports as presented. Councilmember Lewis seconded the motion. The motion carried by a vote of 6-0.
- (c) **Discussion and Action on Resolution 2015-R-12A casting votes to elect directors for the Burnet Central Appraisal District for the year 2016-2017.** Christina McDonald, City Secretary addressed Council. Mayor Pro-Tem Hurst made a motion to approve Resolution 2015-R-12A casting votes to elect the current board members (Calvin Chamness, Edgar Dalke, Bobbye Hensley, Kay Renick and Paul Shell) to the Burnet Central Appraisal District for the year 2016-2017 and to distribute 270 votes evenly amongst the candidates. Councilmember Austin-Cook seconded the motion. The motion carried by a vote of 6-0.

- 8. CITY MANAGER'S REPORT.** City Manager Mike Hodge gave an update on the CVS construction stating that construction is scheduled to be complete in late February with an opening date of April or May 2016.

9. EXECUTIVE SESSION

CLOSE OPEN SESSION AND CONVENE EXECUTIVE SESSION Pursuant to §551.071 (Private Consultation between the Council and its Attorney) and Pursuant to §551.072 (Deliberation Regarding the Purchase, Exchange, Lease or Value of Real Property) of

December 1, 2015 Meeting

Page 2 of 3

the Open Meetings Act. *Tex. Gov't Code*, Council will meet in Executive Session to discuss the following:

- Legal authority of municipalities to enact and amend various exemptions related to ad valorem taxes.
- Discussion regarding economic development projects associated with development of EDC owned and City owned property, including public right-of-way and easements.

6:36 pm convened to Executive Session

8: 20 pm returned to Open Session

10. RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ITEMS DISCUSSED IN EXECUTIVE SESSION.

11. ANNOUNCEMENTS AND FUTURE AGENDA ITEMS. Mike Hodge reminded Council of the December 11 Employee Christmas Party, the Alvarado/Ramos Memorial Fund and reviewed items for the January 5 Council Agenda.

12. ADJOURNMENT. There being no further business to discuss, Councilmember Nash made a motion to adjourn. Councilmember Westerman seconded the motion. The meeting was adjourned at 8:25 pm.

John Packer, Mayor

ATTEST:

Christina McDonald, TRMC
City Secretary

January 5, 2016

6. CONSENT AGENDA

(b) Approval of a Community Event Fund Application for Seasonal Lighting Displays.

Mike Hodge, City Manager

Background information is attached as follows:

[Cover Memo and Supporting Documentation](#)



Council Agenda Item Cover Memo
January 5, 2016

Agenda Item No.: 6(b)
Presenter: Mike Hodge, City Manager
Department: Administration
Legal Review:

AGENDA CAPTION

Approval of a Community Event Fund Application for Seasonal Lighting Displays.

BACKGROUND

The Community Event Fund was established in 2012 and is funded by citizens contributing a \$1.00 voluntary donation each month on their water bill.

The fund has a balance of \$30,756.82 as of 12/23/15.

The EDC and the City combined efforts to acquire twelve lighted snowflake fixtures that were affixed to light poles along Highway 281 for the holiday season. The fixtures were purchased from in stock supply at a discount price. The cost for the fixtures including electrical labor and supplies totaled \$7,078.96.

Funding from the Community Event Fund is requested for one-half of the total cost in the amount of \$3,539.48.

January 5, 2016

6. CONSENT AGENDA

- (c) Approval of a Park Concession Agreement between the City of Marble Falls ('City') and Rodgers Family Enterprises, LLC D/B/A Jolly Rodgers ('Concessioner') for the purposes of renting paddle boards, paddle boats, kayaks and park-related retail products. ***Robert Moss, Parks and Recreation Director***

Background information is attached as follows:

[Cover Memo and Supporting Documentation](#)



**City of Marble Falls, Texas
Council Agenda Item Cover Memo
January 5, 2016**

**Agenda Item: 6(c)
Prepared By: Robert W. Moss
Department: Parks and Recreation
Submitted By: Robert W. Moss**

AGENDA CAPTION

Approval of a Park Concession Agreement between the City of Marble Falls ('City') and Rodgers Family Enterprises, LLC D/B/A Jolly Rodgers ('Concessioner') for the purposes of renting paddle boards, paddle boats, kayaks; and selling park-related retail products.

BACKGROUND

Mr. David Rodgers and his family (Rodgers Family Enterprises, LLC) recently bought Go Paddle Down from Erika Burnham. Mr. Rodgers is requesting a full one-year Park Concession Agreement to expire January 31, 2017. The business model is virtually identical to Go Paddle Down; with a bit more focus on retail sales of prepackaged food and drinks; and merchandise. The use of the city-owned building at 120 Main Street will continue to be a part of the Agreement. Mr. Rodgers has agreed to pay the City 15% of gross receipts. All other terms of the Agreement are unchanged.

The Park Concession Agreement is attached.

THE STATE OF TEXAS §
COUNTY OF BURNET §

**CONCESSION AGREEMENT BETWEEN
THE CITY OF MARBLE FALLS, TEXAS
AND JOLLY RODGERS**

The **City of Marble Falls**, a duly incorporated Texas home-rule municipal corporation, ("City"), and **Rodgers Family Enterprises LLC, D/B/A Jolly Rodgers**, ("Concessioner"), enter into this Concession Agreement ("Agreement") on January 5, 2016, upon the terms and conditions set forth below:

1. Premises. The City grants Concessioner the right to use an area near the boat ramps of Johnson/Lakeside Parks; and, the dock and building located at 120 S. Main, ("Licensed Property").

The City makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

2. Purpose. The City grants Concessioner permission to use the Licensed Property solely for the purposes of renting paddle boards, paddle boats, kayaks; and selling park-related retail products.

3. Consideration. Concessioner agrees to pay the City 15% of gross receipts for the term of this Agreement.

If the City causes damage to or destruction of Concessioner's Improvements or Property, Concessioner covenants not to sue the City, or pursue other remedies against the City to recover costs of repairing or replacing the Improvements or Property, as additional consideration for being granted this Agreement.

Payments collected and related documentation for all sales shall be due monthly. Concessioner will provide documentation to the City that describes the type and dates of sales originating from the Licensed Property on or before the 15th day of the month following the month the sales occurred. The City auditor, or duly authorized representative of the City, shall, for the purpose of audit and examination, have access to records and other books, documents, and papers of the Concessioner pertinent to the contract. The City may, upon reasonable notice to concessioner, conduct an audit of concessioner's records to verify that Concession Fees have been properly paid and that charges to the public by the Concessioner have been properly charged and received.

4. Term. This Agreement shall commence on the execution date and shall continue in full force and effect for a **one year** period ending January 31, 2017; provided that the Licensed Property is used solely for the purposes set out in Section 2 Purpose. This Agreement may be renewed by the City Council for one year terms.

5. Limits on License. The existence of this Agreement is expressly subordinate to the present and future right of the City to use this property in any manner authorized by law. This Agreement is also subordinate to any easements, utility easements, rights of way, use agreements, park reservation permits issued by the city staff, licenses or other property interests recorded and associated with the property.

The City may enter the Licensed Property without giving notice and without incurring any obligation to Concessioner and remove the Improvements or any alteration thereof. Such removal will occur only if the City Manager deems it is necessary: (a) in order to exercise the City's rights or duties with respect to the Licensed Property; (b) to protect persons or property; or (c) for the public health or safety with respect to the Licensed Property.

6. Conditions.

A. Use of the Licensed Property. Concessioner shall use the Licensed Property solely for the purposes listed in Section 2 Purpose.

B. Improvements or Alteration of Property. Concessioner shall not construct or locate any other structures or improvements on the property without the prior written permission of the City Manager. Concessioner shall not remove or alter any improvement, soil or other material on the property without the prior written consent of the City Manager. Concessioner shall be responsible for repairs to the property or its improvements if damage is caused to such property or improvements. All improvements and/or alterations must comply with the city's current ordinances and regulations and must pass all applicable inspections.

C. Remove or Modify Improvements. If Concessioner is granted written authority to construct or locate a structure or improvement on the property, Concessioner may be required at its own cost to remove the structure or improvement, at the option of the City upon termination of this License, or prior to termination upon a determination by the City Manager that the structure or improvement needs to be removed or modified because the structure or improvement is a hazard to persons or property, that the structure or improvement prevents the City from using the property for a lawful purpose or because the structure or improvement does not comply with federal, state or local ordinances or this License. All improvements must meet the City's ordinances and be compliant with the Americans with Disabilities Act. All improvements and/or alterations must comply with the city's current ordinances and regulations and must pass all applicable inspections.

D. Maintenance. Concessioner shall maintain the Licensed Property by keeping the immediate area around the Improvements free of debris and litter on an ongoing basis. Further, Concessioner must timely and properly maintain the Improvements, if any.

E. Activities. Concessioner will not conduct any activities, events, or operate the Licensed Property in a manner that would violate any city ordinance or cause the City to be in violation of any federal, state or local laws, deed restrictions, covenants or easements in effect for the property.

F. Signage. Concessioner shall post and maintain a clearly readable sign, of a format, context, and material approved by the City, in a clearly visible location that shows the days/times of Licensed Property usage for purpose defined in Section 2.

G. Insurance. Concessioner shall be required to maintain in effect Comprehensive General Liability insurance covering claims for personal injury, death or damage to property to the limit of not less than one-million dollars (\$1,000,000.00) per occurrence.

The city will be named as an additional insured on such policy. A thirty (30) day notice of cancellation endorsement in favor of the City of Marble Falls must also be provided. Required coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The insurance must cover all perils arising from the activities of concessioner, its employees, agents, contractors, and invitees, related to concessioner's use of the park land or facilities covered in the concession. Concessioner shall be responsible for the payment of any deductibles stated in the policy.

H. Health Permits. Concessioner shall be required to possess, in good standing, all necessary health permits required for prepared food service in the State of Texas.

7. Indemnification. To the extent permitted by applicable law, Concessioner hereby agrees to indemnify, save, and hold harmless the City of Marble Falls, its officers, employees, agents, and Concessioners (collectively called "Indemnitees") against any and all liability, damage, loss, claims, causes of action, expenses or demands (collectively "Costs") of any nature whatsoever, on account of personal injury (including without limitation, Workers' Compensation and death claims), or property loss or damage of any kind whatsoever, which arises, or is claimed to arise, out of or is, or is claimed to be, in any manner connected with, construction, installation, existence, operation, use, maintenance, repair, restoration, or removal of the Improvements on the Licensed Property pursuant to this License. Concessioner must, at its own expense, investigate all those claims and demands, attend to their settlement or other disposition, defend all actions based thereon using counsel satisfactory to Indemnitees' City Attorney, and pay all other Costs and expenses of any kind arising from any of the aforesaid claims, demands or causes of action.

8. Termination.

A. Termination by Notice. Either party may terminate this Agreement by delivering written notice of termination to the other party not later than thirty (30) days before the effective date of termination. In the event that the Concessioner is the terminating party, Concessioner shall deliver the required thirty (30) day notice of termination to the City Manager.

B. Termination by Abandonment. If Concessioner abandons or fails to comply with the terms of the Concession Agreement, and the City Manager receives no substantive response within thirty (30) days following written notification to concessioner, then the City (through action by the City Manager) may terminate the Concession Agreement and remove and/or replace any improvements, equipment or inventory at its option and located on City park land or within City facilities. All of Concessioner's improvements, equipment or inventory located on City park land or within City facilities after the date that a Concession Agreement expires or is terminated shall be deemed property of the City.

C. Termination by Default. In the event that Concessioner fails to make timely payments to the City or fails to comply with the terms and conditions of this Agreement, City may revoke Concessioner's License and terminate this Agreement.

9. Venue. Venue for all lawsuits concerning this Agreement must be in the State District Courts of Burnet County, Texas.

10. Waiver of Default. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

11. Assignment. Concessioner shall not assign, sublet or transfer its interest in this Agreement without the prior written consent of the City Council. Concessioner shall provide the City with a copy of any such proposed assignment or transfer of any of Concessioner's rights in this Agreement, which must include the name, address, and contact person of the assignee, along with the proposed date of assignment or transfer.

12. Notice. Notice required or permitted to be given in connection with this Agreement must be in writing. Notice may be given by hand delivery or certified mail, postage prepaid, to the recipient at the address for notice set forth below or at the last address for notice that the sender has for the recipient at the time notice is given. If properly addressed and sent certified mail or hand-delivered as provided herein, such notice will be deemed received on the day hand delivered, as evidenced by a written acknowledgment of receipt by the recipient, or on the third day after deposit in the U.S. mail, if sent certified mail, postage prepaid. Notice given in any other manner will be deemed delivered if and when actually received by the party specified below. Notice must be sent as follows:

If to City:

Attention:
Christina McDonald
City Secretary
800 Third Street
Marble Falls, Texas 78654
Phone: 830-693-3615
Fax: 830-693-6737

With additional notice to:
Patty Akers
City Attorney
The Akers Law Firm
13809 Research Blvd, Suite 250
Austin, Texas 78750
Phone: 512-600-2305

If to Concessioner:

David Rodgers
Rodgers Family Enterprises LLC
D/B/A Jolly Rodgers
290 Turkey Run
Meadowlakes, TX 78654
Phone: 830-385-2094

Either party may change its address for notice by providing the other party with a written notice of change of address for notice.

13. Default. If Concessioner fails to maintain the Licensed Property, comply with the requirements of Section 6, or otherwise comply with the terms or conditions herein, then the City Manager shall give Concessioner written notice as set out in Section 12 Notice. Concessioner will have thirty (30) days from the date of such notice to take action to remedy the failure complained of, or such lesser period if such is required under the terms of this Agreement, and, if Concessioner does not satisfactorily remedy the same within that thirty (30) day period, the City may remedy the default or contract to remedy the default.

14. Compliance with Laws. Concessioner covenants that all construction, installation, repair, maintenance, and removal of the Improvements permitted by this Agreement must be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.

15. Interpretation. Although drafted by the City, this Agreement must, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

16. Application of Law. This Agreement must be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts must be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

Terms and Conditions Accepted on January 5, 2016.

CITY: CITY OF MARBLE FALLS, TEXAS

By: _____
John Packer
Mayor
City of Marble Falls, Texas

Date: _____

CONCESSIONER: JOLLY RODGERS

By: _____
David Rodgers
Owner

Date: _____

ATTEST: _____
Christina McDonald
City Secretary
City of Marble Falls, Texas

Date: _____

January 5, 2016

6. CONSENT AGENDA

- (d) Approval of a Park Concession Agreement between the City of Marble Falls ('City') and The Highland Lakes Farmers Market, a 501(c)(6) organization ('Concessioner') for the purpose of holding a farmers market each Saturday in Falls Creek Park. ***Robert Moss, Parks and Recreation Director***

Background information is attached as follows:

[Cover Memo and Supporting Documentation](#)



**City of Marble Falls, Texas
Council Agenda Item Cover Memo
January 5, 2016**

**Agenda Item: 6(d)
Prepared By: Robert W. Moss
Department: Parks and Recreation
Submitted By: Robert W. Moss**

AGENDA CAPTION

Approval of a Park Concession Agreement between the City of Marble Falls ('City') and The Highland Lakes Farmers Market, a 501(c)(6) organization ('Concessioner') for the purpose of holding a farmers market each Saturday in Falls Creek Park.

BACKGROUND

Janie Christine Cauthen (Market Administrator) and Cassandra Boulter (Market Manager) are organizing The Highland Lakes Farmers Market (Farmers Market), a 501(c)(6) organization, to be held each Saturday morning of the year in Marble Falls. They are requesting to use of a portion of Falls Creek Park for that weekly event. The individual booths will be located primarily along the hike and bike trail from Buena Vista to Avenue J; and, the vendor parking area will be at the southeast corner of Yett and Avenue J.

A set of Rules and Regulations for the Farmers Market has been developed ([Attachment A](#)); and the Farmers Market will comply with all applicable city, county, state, and federal laws. There will be an application process for several types of memberships. Membership fees and booth fees will be collected. The Park Concession Agreement specifies that 10% of the booth fees will be paid to the City on a monthly basis.

The Park Concession Agreement is attached.

**CONCESSION AGREEMENT BETWEEN
THE CITY OF MARBLE FALLS, TEXAS
AND THE HIGHLAND LAKES FARMERS MARKET**

The **City of Marble Falls**, a duly incorporated Texas home-rule municipal corporation, ("City"), and **The Highland Lakes Farmers Market**, a 501(c)(6) organization, ("Concessioner"), enter into this Concession Agreement ("Agreement") on January 5, 2016, upon the terms and conditions set forth below:

1. Premises. The City grants Concessioner the right to use the area along the hike and bike trail in Falls Creek Park from the corner of Main and Buena Vista Streets to Avenue J; and, parking area at the southeast corner of Yett and Avenue J. ("Licensed Property").

The City makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

2. Purpose. The City grants Concessioner permission to use the Licensed Property solely for the purpose of holding a Farmers Market; in accordance with The Highland Lakes Farmers Market Rules and Regulations contained in Attachment A.

3. Consideration. Concessioner agrees to pay the City 10% of booth fee receipts for the term of this Agreement.

If the City causes damage to or destruction of Concessioner's Improvements or Property, Concessioner covenants not to sue the City, or pursue other remedies against the City to recover costs of repairing or replacing the Improvements or Property, as additional consideration for being granted this Agreement.

Payments collected and related documentation for all sales shall be due monthly. Concessioner will provide documentation to the City that describes the type and dates of sales originating from the Licensed Property on or before the 15th day of the month following the month the sales occurred. The City auditor, or duly authorized representative of the City, shall, for the purpose of audit and examination, have access to records and other books, documents, and papers of the Concessioner pertinent to the contract. The City may, upon reasonable notice to concessioner, conduct an audit of concessioner's records to verify that Concession Fees have been properly paid and that charges to the public by the Concessioner have been properly charged and received.

4. Term. This Agreement shall commence on the execution date and shall continue in full force and effect for a **one year** period ending January 31, 2017; provided that the Licensed Property is used solely for the purposes set out in Section 2 Purpose. This Agreement may be renewed by the City Council for one year terms.

5. Limits on License. The existence of this Agreement is expressly subordinate to the present and future right of the City to use this property in any manner authorized by law. This Agreement is also subordinate to any easements, utility easements, rights of way, use

agreements, park reservation permits issued by the city staff, licenses or other property interests recorded and associated with the property.

The City may enter the Licensed Property without giving notice and without incurring any obligation to Concessioner and remove the Improvements or any alteration thereof. Such removal will occur only if the City Manager deems it is necessary: (a) in order to exercise the City's rights or duties with respect to the Licensed Property; (b) to protect persons or property; or (c) for the public health or safety with respect to the Licensed Property.

6. **Conditions.**

A. Use of the Licensed Property. Concessioner shall use the Licensed Property solely for the purposes listed in Section 2 Purpose.

B. Improvements or Alteration of Property. Concessioner shall not construct or locate any other structures or improvements on the property without the prior written permission of the City Manager. Concessioner shall not remove or alter any improvement, soil or other material on the property without the prior written consent of the City Manager. Concessioner shall be responsible for repairs to the property or its improvements if damage is caused to such property or improvements. All improvements and/or alterations must comply with the city's current ordinances and regulations and must pass all applicable inspections.

C. Remove or Modify Improvements. If Concessioner is granted written authority to construct or locate a structure or improvement on the property, Concessioner may be required at its own cost to remove the structure or improvement, at the option of the City upon termination of this License, or prior to termination upon a determination by the City Manager that the structure or improvement needs to be removed or modified because the structure or improvement is a hazard to persons or property, that the structure or improvement prevents the City from using the property for a lawful purpose or because the structure or improvement does not comply with federal, state or local ordinances or this License. All improvements must meet the City's ordinances and be compliant with the Americans with Disabilities Act. All improvements and/or alterations must comply with the city's current ordinances and regulations and must pass all applicable inspections.

D. Maintenance. Concessioner shall maintain the Licensed Property by keeping the immediate area around the Improvements free of debris and litter on an ongoing basis. Further, Concessioner must timely and properly maintain the Improvements, if any.

E. Activities. Concessioner will not conduct any activities, events, or operate the Licensed Property in a manner that would violate any city ordinance or cause the City to be in violation of any federal, state or local laws, deed restrictions, covenants or easements in effect for the property.

F. Signage. Concessioner shall post and maintain a clearly readable sign, of a format, context, and material approved by the City, in a clearly visible location that shows the days/times of Licensed Property usage for purpose defined in Section 2.

G. Insurance. Concessioner shall be required to maintain in effect Comprehensive General Liability insurance covering claims for personal injury, death or damage to property to the limit of not less than one-million dollars (\$1,000,000.00) per occurrence.

The city will be named as an additional insured on such policy. A thirty (30) day notice of cancellation endorsement in favor of the City of Marble Falls must also be provided. Required coverage may be provided in the form of a rider and/or endorsement

to a previously existing insurance policy. The insurance must cover all perils arising from the activities of concessioner, its employees, agents, contractors, and invitees, related to concessioner's use of the park land or facilities covered in the concession. Concessioner shall be responsible for the payment of any deductibles stated in the policy.

H. Health Permits. Concessioner shall be required to possess, in good standing, all necessary health permits required for prepared food service in the State of Texas.

7. Indemnification. To the extent permitted by applicable law, Concessioner hereby agrees to indemnify, save, and hold harmless the City of Marble Falls, its officers, employees, agents, and Concessioners (collectively called "Indemnitees") against any and all liability, damage, loss, claims, causes of action, expenses or demands (collectively "Costs") of any nature whatsoever, on account of personal injury (including without limitation, Workers' Compensation and death claims), or property loss or damage of any kind whatsoever, which arises, or is claimed to arise, out of or is, or is claimed to be, in any manner connected with, construction, installation, existence, operation, use, maintenance, repair, restoration, or removal of the Improvements on the Licensed Property pursuant to this License. Concessioner must, at its own expense, investigate all those claims and demands, attend to their settlement or other disposition, defend all actions based thereon using counsel satisfactory to Indemnitees' City Attorney, and pay all other Costs and expenses of any kind arising from any of the aforesaid claims, demands or causes of action.

8. Termination.

A. Termination by Notice. Either party may terminate this Agreement by delivering written notice of termination to the other party not later than thirty (30) days before the effective date of termination. In the event that the Concessioner is the terminating party, Concessioner shall deliver the required thirty (30) day notice of termination to the City Manager.

B. Termination by Abandonment. If Concessioner abandons or fails to comply with the terms of the Concession Agreement, and the City Manager receives no substantive response within thirty (30) days following written notification to concessioner, then the City (through action by the City Manager) may terminate the Concession Agreement and remove and/or replace any improvements, equipment or inventory at its option and located on City park land or within City facilities. All of Concessioner's improvements, equipment or inventory located on City park land or within City facilities after the date that a Concession Agreement expires or is terminated shall be deemed property of the City.

C. Termination by Default. In the event that Concessioner fails to make timely payments to the City or fails to comply with the terms and conditions of this Agreement, City may revoke Concessioner's License and terminate this Agreement.

9. Venue. Venue for all lawsuits concerning this Agreement must be in the State District Courts of Burnet County, Texas.

10. Waiver of Default. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

11. Assignment. Concessioner shall not assign, sublet or transfer its interest in this Agreement without the prior written consent of the City Council. Concessioner shall provide the City with a copy of any such proposed assignment or transfer of any of Concessioner's rights in this Agreement, which must include the name, address, and contact person of the assignee, along with the proposed date of assignment or transfer.

12. Notice. Notice required or permitted to be given in connection with this Agreement must be in writing. Notice may be given by hand delivery or certified mail, postage prepaid, to the recipient at the address for notice set forth below or at the last address for notice that the sender has for the recipient at the time notice is given. If properly addressed and sent certified mail or hand-delivered as provided herein, such notice will be deemed received on the day hand delivered, as evidenced by a written acknowledgment of receipt by the recipient, or on the third day after deposit in the U.S. mail, if sent certified mail, postage prepaid. Notice given in any other manner will be deemed delivered if and when actually received by the party specified below. Notice must be sent as follows:

If to City:

Attention:
Christina McDonald
City Secretary
800 Third Street
Marble Falls, Texas 78654
Phone: 830-693-3615
Fax: 830-693-6737

With additional notice to:
Patty Akers
City Attorney
The Akers Law Firm
13809 Research Blvd, Suite 250
Austin, Texas 78750
Phone: 512-600-2305

If to Concessioner:

Janie Christine Cauthen
Market Administrator
Highland Lakes Farmers Market
PO Box 1015
Marble Falls, TX 78654
Phone: 512-968-5272

Either party may change its address for notice by providing the other party with a written notice of change of address for notice.

13. Default. If Concessioner fails to maintain the Licensed Property, comply with the requirements of Section 6, or otherwise comply with the terms or conditions herein, then the City Manager shall give Concessioner written notice as set out in Section 12 Notice. Concessioner will have thirty (30) days from the date of such notice to take action to remedy the failure complained of, or such lesser period if such is required under the terms of this Agreement, and, if Concessioner does not satisfactorily remedy the same within that thirty (30) day period, the City may remedy the default or contract to remedy the default.

14. Compliance with Laws. Concessioner covenants that all construction, installation, repair, maintenance, and removal of the Improvements permitted by this Agreement must be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.

15. Interpretation. Although drafted by the City, this Agreement must, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.

16. Application of Law. This Agreement must be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts must be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

Terms and Conditions Accepted on January 5, 2016.

CITY: CITY OF MARBLE FALLS, TEXAS

By: _____
John Packer
Mayor
City of Marble Falls, Texas

Date: _____

CONCESSIONER: HIGHLAND LAKES FARMERS MARKET

By: _____
Janie Christine Cauthen
Market Administrator

Date: _____

ATTEST: _____
Christina McDonald
City Secretary
City of Marble Falls, Texas

Date: _____

Rules & Regulations

Table of Contents

- 1.0 Introduction & Mission
- 2.0 Market Schedule
- 3.0 Membership, Fees, & Process
- 4.0 Conditions of Farmer/Vendor Participants
- 5.0 Market Conduct
- 6.0 Market Structure and Responsibilities



1.0 Introduction

The Highland Lakes Farmers Market (HLFM) operates every Saturday morning, year round and complies with all city, county, state, and federal laws regarding operation.

The mission of the Highland Lakes Farmers Market (HLFM) is two-fold:

1. To provide the Highland Lakes community with local and forthright produce and products.
2. To provide the local farmers and vendors a profitable and safe venue to distribute their produce and products.

HLFM is overseen by the Market Administrator and operated by the Market Manager.

1.1 Location

HLFM will be held

2.0 Market Schedule

-  Saturday Mornings (8:30) 9:00am – 12:00
-  Cancellations only due to imminent severe weather. Notification by email no later than 7am
-  Load in: 7:30am – 8:20am
-  8:20-8:30 F/V & Market Manager Meeting
-  8:30-9:00 Early Shopper HLFM Members
-  Load Out: 12:00pm – 12:30pm
-  Market hours may change seasonally, at the discretion of the HLFM Managers.

3.0 Memberships & Fees

There are (3) three areas of yearly membership with HLFM. Membership begins with approval of application and is year to date

3.1 Farmer/Vendor Membership

Farmer/Vendor member are those individuals or businesses that have applied, been accepted, and paid the membership fee to be a seller at the HLMF. Vendors may only sell products that they have produced/created unless they applied for and been given explicit permission by Manager.



3.1.2. Membership Fee

Yearly Membership \$25

Weekly booth fees are in 1, 3, & 6 month packages at \$15 per Saturday (\$60, \$180, \$360 respectively) this reserves space and assures HLFM management of attendance. HLFM Members will receive \$10 back each week they attend the market, hence booth fees are \$5 a Saturday.

3.2 Business Sponsor Membership

Business Sponsor members are local established businesses/organizations who have come along side HLFM in support of their mission of community and market. Business Sponsors will be asked to distribute HLFM brochures/flyers Business Sponsor members are allowed to set up a booth once a month. See 4.1.4 for details

3.2.1 Membership Fee

Yearly Membership \$100

Booth Fee as vendor \$15 (with 10 day notice - or assigned Saturday)

3.3 Personal Participant Membership

Personal Participant Members will enjoy early shopping each with along with early bird information on special events and deal. They will also receive reduced fees for vendor space for special events two (2) times a year.

3.3.1 Membership Fee

Yearly Membership \$35

Special Event Booth as vendor Fee \$25

3.4 Membership Application Process

Those who choose to be a member of the HLFM at any level must submit applications to the HLFM Market Administrator for processing.

Submission

All applications for membership must be submitted to the HLFM Administrator.

Email (preferred): info@highlandlakesfarmersmarket.com

Mail: Highland Lakes Farmers Market

PO Box 1015

Marble Falls, TX 78654

Upon acceptance and payment of membership fee, applicant becomes a member of the HLFM.

4.0 Conditions of Farmer/Vendor Participants

4.1 Types of Vendors

Farmers or Vendors are individuals or businesses that have applied, been accepted, and paid a membership fee to sell at the HLMF. They may only sell products that they have produced unless they applied for and been given explicit permission by the Market Manager.



4.1.1 Farmers/Ranchers

HLFM requires photocopies of all relevant permits from city, county, state, and/or federal permitting agencies. Sellers of these products must be in compliance with the regulations of the State of Texas, the City of Marble Falls and Burnet County. A current copy of product liability insurance is also required when applicable. All vendors selling by weight must use an approved commercial scale certified legal for trade by Texas Department of Agriculture (“TDA”).

Produce

-  Vegetables grown by the seller from seeds, sets, or seedlings.
-  Fruits, nuts, or berries grown by the seller from trees, bushes, or vines.
-  Nuts harvested from the seller’s trees (shelled or unshelled).
-  Micro-greens sprouted from seeds or grain.
-  Mushrooms produced and cultivated by the seller.

NOTE: HLFM members who choose to resell produce they did not grow/raise/produce/harvest must have approval by the Market Manager and communicate such to the buyer.

Plants and Seedlings

-  Nursery and cut flowers require a state nursery license from the TDA. All potted plants, trees, or nursery starters sold at the HLFM must be grown from seed, plug, cutting, bulb, or bare-root by the seller. All sellers selling flowers and nursery products must also carry a tax identification number for sales tax purposes.

Dairy

-  All milk and dairy products sold must be produced, labeled, stored and transported in compliance with all applicable local, state, and federal laws.

Eggs

-  All eggs must produced by the seller’s poultry, under humane animal husbandry practices and produced, labeled, stored, and transported in compliance with all applicable local, state, and federal laws.

Meat

-  Seller must raise poultry, fowl, sheep, cattle and fish with humane animal husbandry practices and processed, labeled, stored and transported in compliance with all applicable local, state, and federal laws. All animals must be owned for at least 45 days and antibiotic free.

Seafood

-  Fresh or frozen seafood must be captured, stored, transported and marketed in compliance with all applicable local, state and federal laws.



4.1.2 Prepared Food Vendor

4.1.2.1 Edible, handmade, and value added food products including baked goods, candies, cereals, pickles and preserves produced in a certified facility (Food Artisan) or in an individual's home (Cottage Food) and processed, labeled, stored and transported in compliance with all applicable local, state, and federal laws. The HLFM requires photocopies of all relevant special event permits.

4.1.2.2 Ready to eat food and drink designed for consumption at the HLFM must be produced in a certified facility and processed, labeled, stored and transported in compliance with all applicable local, state, and federal laws. The HLFM requires photocopies of all relevant permits.

4.1.3 Non-Food Vendor

4.1.3.1. Consumable

Handmade consumable goods: body care (lotions, lip balm, etc.), pet food, soaps, candles, organic compost mixtures.

4.1.3.2 Non-Consumable

Non-consumable artisan goods: books, paintings, jewelry, woodwork, and compost systems.

4.1.4 Business Sponsor Members as Vendors

Business Sponsor Members selling products or promoting their local business to the will be allowed to set up once a month for a reduced fee. A 10-day notice to the HLFM will be required for participation as a seller in a Saturday Market. Those who provide services will have assigned Saturday Markets (i.e. first (1st)) Saturday financial services, second (2nd) Saturday homeowner services (roofing, trash pick-up, re-modeling), etc)

4.1.5 Provisional Vendors

4.1.5.1 Provisional Vendors

Provisional Vendors (PV) are those considering HLFM membership and would like to participate in a Trial Saturday before committing to a HLFM membership. All products, events, or services must be within the parameters of the HLFM Farmer/Vendor conditions. PV participation: including dates of participation, products offered, applicable fees, and other details are in Provisional Vendor Application specifically drafted for each event or season. *All Saturday Markets are available for a PV Trial Saturday, except the two (2) Saturdays set apart for the Special Events.*

4.1.5.1.2 Participation Fee

One-time fee \$35

Note: If the PV chooses to become a member of the HLFM, \$25 of their original booth fee will apply to the F/V Membership Fee if the seller applies, and is accepted within 4 Saturdays of their Trial Saturday.

4.1.5.2 Special Event Vendors (non-members)

Special Event (SE) Vendors are those wishing to not be a HLFM member yet would like to participate in one (1) or two (2) seasonal special events to sell their products and/or promote events or services. All products, events, or services must be within the



parameters of the HLFM Farmer/Vendor conditions. Special Event Vendor participation: including dates of participation, products offered, applicable fees, and other details are in SE Application specifically drafted for each event or season.

4.1.5.1.2 Participation Fee

One-time fee \$100

4.2 Application Process

Those wishing to participate as part of HLFM at any level must submit applications to the HLFM Market Administrator to be reviewed by the HLFM Market Manager for compliance with HLFM Rules & Regulations and external regulations, to determine the appropriateness of the applicant's products or services.

4.2.1 Farmer/Vendor Application

Those wishing to be a Farmer/ Vendor of the HLFM must submit applications to the HLFM Market Administrator to be reviewed by the HLFM Market Manager for compliance with HLFM Rules & Regulations, including external regulations to determine the appropriateness of the applicant's products. Application approval is based on the HLFM's need for growth, the ability of applicant to consistently participate, the customer demand and current supply of identical or similar products. The Manager may approve or deny individual products on an application, in which case the seller may only sell the approved products. Farm visits may take place to verify origin of produce, meats, or other items. Upon approval, new vendors may start selling at the HLFM the following week.

4.2.2 Business Sponsor Vendor Application

Those wishing to participate in the HLFM as a Business Sponsor Vendor must submit applications to the HLFM Market Administrator to be reviewed by the HLFM Manager for compliance with HLFM Rules & Regulations, including external regulations to determine the appropriateness of the applicant's products. All products, events, or services must be within the parameters of the HLFM Farmer/Vendor conditions, including dates of participation, products offered, applicable fees, and other details are in Business Sponsor Vendor Application.

4.2.3 Non-Member Vendor Application

Those wishing to participate in the HLFM as a non-member must submit applications to the HLFM Market Administrator to be reviewed by the HLFM Manager for compliance with HLFM Rules & Regulations, including external regulations to determine the appropriateness of the applicant's products. All products, events, or services must be within the parameters of the HLFM Farmer/Vendor conditions, including dates of participation, products offered, applicable fees, and other details are in Provisional Vendor or Special Events Application.

Submission

All applications for all vendors must be submitted to the HLFM Administrator.

Email (preferred): info@highlandlakesfarmersmarket.com



Mail: Highland Lakes Farmers Market
PO Box 1015
Marble Falls, TX 78654

5.0 Market Conduct

All vendors must represent their products in an honest and upright manner, posted and verbal. Vendors and agents alike, must also be knowledgeable about their product, how it is used, grown, or produced. Each must be able to communicate clearly to all customers. ALL employees and representatives of the vendor at the HLFM are responsible for being familiar with HLFM Rules & Regulations including all local, state, and federal health regulations.

5.1 Market Attendance

Consistency

🥕 HLFM Farmer/Vendor Members are expected to set up every Saturday, year-round. They must purchase packages of booth commitments Weekly booth fees are in 1, 3, & 6 month packages at \$15 per Saturday (\$60, \$180, \$360 respectively) this reserves space and assures HLFM management of attendance. HLFM Members will receive \$10 back each week they attend the market, hence booth fees are \$5 a Saturday.

Seasonal Absences & Agreements

🥕 HLFM understands the inherent unpredictability of farming and will make every effort to accommodate members. In cases of crop failure or destruction of crops due to weather, the notification of the duration of the absence should be communicated in writing to the Market Manager.

Emergency

🥕 In the case of emergency, communicate with the Market Manager as soon as possible. HLFM is about communication. Whatever we can do to help you in your emergency situation we will.

5.2 Market Procedures

Operating Hours

🥕 HLFM hours of operation for the public are 9:00am –12:00pm.

Space/ Selling Area

🥕 Vendors are expected to provide a **canopy** with at least 28 pounds (one full-size cinder block) on each corner and rope or bungee to attach to neighboring canopies or light poles. Tables and products must not encroach upon customer aisles, as deemed by the Market Manager, or the pre-determined fire lane. Tents, signs, and posts must be tied and weighted down.

🥕 Each Vendor is assigned a space in accordance to application request and approval.



- 🥕 Vendors must continuously monitor the debris around their selling area, pick up any trash and keep their area and community areas clean throughout the Market. Vendors must have their own waste receptacles and are responsible for its removal at the end of each market.

Signage, Product, & Display

- 🥕 Vendors are responsible to have signage that clearly identifies the name of their farm or business and preferably the city or town and county where production occurs.
- 🥕 Vendors must display their products in a sanitary, presentable, and attractive manner in accordance to food safety standards. Product display must occur in the assigned space only. Vendors will determine the prices of their own products and visibly post.

NOTE: Sampling. Vendors who wish to provide customers with samples at the market must have a current appropriate permit from the city and county and follow all guidelines that are outlined in that permit.

Professionalism & Quality Control

- 🥕 Vendors and Sellers must conduct themselves in a courteous and professional manner, treating all, other sellers and customers with utmost respect.
- 🥕 No smoking.
- 🥕 No loud, aggressive promotion.
- 🥕 No instruments, radios, or stereos. (Unless deemed by the Market Manager.)
- 🥕 All products sold at the HLFM Market shall be of merchantable quality. Vendors will be asked to remove products from their areas if deemed inappropriate by the Market Manager.
- 🥕 Organic Labeling: All items sold as “organic” must meet the requirements of the National Organic Program. Sellers of organic items must have a copy of their certification on file with the HLFM as well as in their booth when selling at the HLFM. Only certified organic growers may display signs using the word “organic.”

Comments or complaints

Please communicate customer comments, complaints, and/or difficulties to the Market Manager as soon as possible.

Rules & Regulations will be updated on a yearly basis.



Vendor Agreement



Rules & Regulations

Please sign and have your agent(s) sign the Testimony and the Hold Harmless Agreement and submit to the Market Administrator via email (info@highlandlakesfarmersmarket.com) or US Mail. All agents working a booth at the HLFM with or without your presence must read the rules, and each must sign the Testimony and the Hold Harmless Agreement for the HLRM records.

I have read, understood and will abide by the Highland Lakes Farmers Market Rules and Regulations.

Date: _____

Name: _____

Address: _____



Farm/Business Name: _____

Farm/ Business Address: _____

Cottage Food Number: _____

Temporary Food Establishment License Number: _____

Agent Name: _____ Signature: _____

Printed Name: _____

Signature: _____ Date: _____



January 5, 2016

6. CONSENT AGENDA

- (e) Public Hearing, Discussion, and Action Regarding a Construction Plat for Panther Hollow Subdivision, being a 12.63 acre subdivision and 3.9 acres of dedicated right-of-way out of the Guadalupe Flores Survey No. 7, Abstract No. 304, and C&M Railroad Survey No. 4, Abstract No. 1270, City of Marble Falls, Burnet County, Texas, and Subdivision Regulation waiver/suspension requests pertaining to the proposed development. ***Caleb Kraenzel, Director of Development Services***

Background information is attached as follows:

Cover Memo and Supporting Documentation

January 5, 2016

7. REGULAR AGENDA

- (a) Public Hearing, Discussion and First Reading of Ordinance 2016-O-01A amending the Code of Ordinances of the City of Marble Falls Chapter 15 (Parks and Recreation), Article IV (Lakeside Pavilion), Section 15-86 (Definitions), Section 15-90 (License Fees), Section 15-91 (City's right to refuse rent), proposed Section 15-93.5 (No Smoking), and Section 15-97 (Pavilion Basic Services). ***Robert Moss, Parks and Recreation Director***
-

Background information is attached as follows:

[Cover Memo and Supporting Documentation](#)



**City of Marble Falls, Texas
Council Agenda Item Cover Memo
January 5, 2016**

**Agenda Item: 7(a)
Prepared By: Robert W. Moss
Department: Parks and Recreation
Submitted By: Robert W. Moss**

AGENDA CAPTION

Public Hearing, Discussion and First Reading of Ordinance 2016-O-01A amending the Code of Ordinances of the City of Marble Falls Chapter 15 (Parks and Recreation), Article IV (Lakeside Pavilion), Section 15-86 (Definitions), Section 15-90 (License Fees), Section 15-91 (City's right to refuse rent), proposed Section 15-93.5 (No Smoking), and Section 15-97 (Pavilion Basic Services).

BACKGROUND

At the November 2015 Parks and Recreation Commission (Commission) Meeting, the Commission recommended changes to fees for the Lakeside Pavilion. This recommendation is based on comparison to other like facilities in Luling, Burnet, Llano, Round Rock, Round Mountain, Kyle, and New Braunfels – see attachment. There were many other private facilities priced much higher; however, we used civic facilities for our comparisons.

Therefore, the Parks and Recreation Commission and staff are recommending the following changes to the following sections of Chapter 15 of the City of Marble Falls Code of Ordinances to accommodate the new Lakeside Pavilion license fees and other rule changes(underlined and in blue):

Sec. 15-86 (Definitions)

Group I. Public agencies & Non-profits: Federal, state, county and city agencies; 501(c)(3) and 501(c)(6) non-profit organizations; and co-sponsored city athletic leagues. Group I rates applicable Sunday through Thursday only (Group II rates apply Friday and Saturday). Co-sponsored city athletic leagues will not be charged for board meetings as provided for in the City of Marble Falls Facility Use Agreement.

Group II. Individuals, Civic organizations, and social groups: Any person or group who wishes to use the property for other than commercial purposes. These include but are

not limited to: Fraternities, sororities, lodges, social clubs, family reunions, wedding receptions and banquets.

Sec. 15-90 (License fees)

	Group I	Group II	Group III
<u>Pavilion use fee</u>	<u>200.00</u>	<u>1,500.00 (Sun-Fri)</u> <u>2,000.00 (Saturday)</u>	<u>1,800.00</u>
Cleaning fee	350.00	350.00	350.00
Facility deposit	250.00	250.00	250.00

Note: Residents (must live inside the corporate city limits of Marble Falls and named as licensee) shall receive a five hundred dollar (\$500.00) discount on the license fee. Resident discount is not applicable to rate classification Groups I and III.

Sec. 15-93.5 (No Smoking)

The Lakeside Pavilion is a non-smoking facility. Smoking is permitted in areas outside of the building only.

Sec. 15-97 (Pavilion basic services)

(a) The pavilion's basic license includes the following services:

(1) All Utilities.

(2) Heat and/or air conditioning.

(3) Tables and chairs.

(4) PA system with wired and wireless microphones, audio/video system, and podium. The audio/video equipment has limited capacity and capability; and may not be suitable for all uses.

(5) Restrooms.

(6) Commercial kitchen.

(7) Facility cleaning service.

(8) Wireless Internet.

(b) Failure to furnish any of the services as noted in subsection (a) above resulting from circumstances beyond the control of the city; or limitations of certain services, will not be considered a breach of contract by the city.

Following, is an example for each rate category showing how the fee changes will affect cost (current vs. new):

Group I rate category event - with alcohol:

Fee	Current	New
Use Fee	\$100 (Sun – Thurs)	\$200 (Sun-Thurs)
Facility Security Deposit	\$500	\$500
Cleaning Fee	\$350	\$350
Total (time of reservation)	\$950	\$1,050
Refund (after event)	(\$500)	(\$500)
Net Cost	\$450	\$550

Group II rate category event - with alcohol:

Fee	Current	New
Use Fee	\$500	\$1,500 (Sun-Fri) \$2,000 (Saturday)
Facility Security Deposit	\$500	\$500
Cleaning Fee	\$350	\$350
Total (time of reservation)	\$1,350	\$2,350 (Sun-Fri) \$2,850 (Saturday)
Refund (after event)	(\$500)	(\$500)
Net Cost	\$850	\$1,850 (Sun-Fri) \$2,350 (Saturday)

Group III rate category event - with alcohol:

Fee	Current	New
Use Fee	\$600	\$1,800
Facility Security Deposit	\$500	\$500
Cleaning Fee	\$350	\$350
Total (time of reservation)	\$1,450	\$2,650
Refund (after event)	(\$500)	(\$500)
Net Cost	\$950	\$2,150

NOTE: The resident discount for Group II rates will be increased from \$100 to \$500.

[Venue Comparison](#)

ORDINANCE 2016-O-01A

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MARBLE FALLS, TEXAS, CHAPTER 15 (PARKS AND RECREATION), ARTICLE IV (LAKESIDE PAVILION), SECTION 15-86 (DEFINITIONS), SECTION 15-90 (LICENSE FEES), SECTION 15-91 (CITY'S RIGHT TO REFUSE RENT), SECTION 15-93.5 (NO SMOKING), AND SECTION 15-97 (PAVILION BASIC SERVICES); PROVIDING FOR A SAVINGS CLAUSE, SEVERABILITY, REPEALER, EFFECTIVE DATE AND PROPER NOTICE AND MEETING.

WHEREAS, updates to general information are necessary to ensure complete and accurate information;

WHEREAS, the City Council of the City of Marble Falls is of the opinion that a 501(c)(6) non-profit organizations should be established as part of the Group I rate classification; and related Group I rental rates shall be adjusted to accommodate the addition of 501(c)(6) organizations;

WHEREAS, it is the opinion of the City Council of the City of Marble Falls, Texas that rental rates for use of the Lakeside Pavilion need to be increased to accommodate the change in rental configuration and amenities;

WHEREAS, the new rental charges are set by the City Council in an effort to recoup the City's actual costs in providing for the use of the Lakeside Pavilion by those who would rent it; and

WHEREAS, the City Council of the City of Marble Falls, Texas is of the opinion that the amendments are in the public's best interest;

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARBLE FALLS, TEXAS THAT:

I. FINDINGS OF FACT

All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council, and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

II. RENTAL REGULATIONS

Chapter 15, Article IV, section 15-86 "Definitions" is hereby amended by repealing the current definition of "Group I. Public agencies" and replacing it in its entirety with the following:

* * *

Group I. Public agencies & Non-profits: Federal, state, county and city agencies; 501(c)(3) and 501(c)(6) non-profit organizations; and co-sponsored city athletic leagues. Group I rates applicable Sunday through Thursday only. Co-sponsored city athletic leagues will not be charged for board meetings as provided for in the City of Marble Falls Facility Use Agreement.

* * *

Chapter 15, Article IV, section 15-86 “Definitions” is hereby amended by repealing the current definition of “Group II. Civic organizations and social groups” and replacing it in its entirety with the following:

* * *

Group II. Individuals, Civic organizations, and social groups: Any person or group who wishes to use the property for other than commercial purposes. These include but are not limited to: Fraternities, sororities, lodges, social clubs, family reunions, wedding receptions and banquets.

* * *

Chapter 15, Article IV, section 15-90 “License Fees” is hereby amended by repealing the section in its entirety and replacing it with the following:

* * *

15-90 License Fees

(a) License fees per day for use of the Lakeside Pavilion are:

TABLE INSET:

	Group I	Group II	Group III
Pavilion use fee	\$200.00	\$1,500.00 (Mon – Fri) \$2,000 (Saturday)	\$1,800.00
Cleaning fee	\$350.00	\$350.00	\$350.00
Facility deposit	\$250.00	\$250.00	\$250.00

Note: The facility deposit shall be \$500.00 for Groups I, II and III if alcohol is consumed on the premises.

Alcohol sales permit fee . . . \$100.00

Alcohol consumption permit fee (reference Ordinance Number 94-0-4) . . . \$25.00

Note: Residents (must live inside the corporate city limits of Marble Falls and named as licensee) shall receive a five hundred dollar (\$500.00) discount on the license fee.

Resident discount is not applicable to rate classification Groups I and III.

(b) License fee and facility deposit are required at the time of reservation confirmation.

- (c) Keys will be issued one (1) day prior to scheduled event. Keys must be returned no later than the next working day after scheduled event. Anyone not returning the key after one (1) working day has passed shall forfeit the facility deposit.
- (d) Facility deposit will be refunded after return of keys and Facility Deposit Refund Checklist, and, inspection of the Lakeside Pavilion; provided, however, that the use or consumption of alcohol without having obtained a permit from the parks and recreation department and without having paid all required alcohol sales permit fees, and alcohol and consumption fees shall result in a forfeiture of the facility deposit.
- (e) Any damage to the Pavilion in excess of the security deposit shall be billed to licensee.
- (f) Early access will be permitted to the Pavilion and grounds prior to rental time only if such access will not conflict with any other event or licensee.
- (g) A reservation for the use of the Pavilion for three (3) consecutive weekend days (i.e. Friday, Saturday, and Sunday) that is paid in full shall entitle the licensee to the use of the Pavilion for two (2) weekdays at no additional license fee. The weekdays must be consecutive with the weekend use.
- (h) All personal property must be removed at the end of the event.

* * *

Chapter 15, Article IV is hereby amended by repealing item “2” of section 15-91 “City’s right to refuse rent” in its entirety and replacing it with the following:

* * *

- (2) The applicant has not tendered the required license fee with the application or has not rendered the required user fee, indemnification agreement, insurance certificate or facility deposit within the times prescribed.

* * *

Chapter 15, Article IV is hereby amended by adding section 15-93.5 “No Smoking” in its entirety with the following:

* * *

15-93.5 No Smoking

The Lakeside Pavilion is a non-smoking facility. Smoking is permitted in areas outside of the building only.

* * *

Chapter 15, Article IV, section 15-97 “Pavilion Basic Services” is hereby amended by repealing the section in its entirety and replacing it with the following:

* * *

15-97 Pavilion Basic Services

- (a) The Pavilion's basic license includes the following services:
 - (1) All Utilities.
 - (2) Heat and/or air conditioning.
 - (3) Tables and chairs.
 - (4) PA system with wired and wireless microphones, audio/video system, and podium. The audio/video equipment has limited capacity and capability; and may not be suitable for all uses.
 - (5) Restrooms.
 - (6) Commercial kitchen.
 - (7) Facility cleaning service.
 - (8) Wireless Internet.

- (b) Failure to furnish any of the services as noted in subsection (a) above resulting from circumstances beyond the control of the city; or limitations of certain services, will not be considered a breach of contract by the city.

* * *

III. SEVERABILITY

If any provision, section, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this Ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Marble Falls in adopting, and of the Mayor in approving this Ordinance, that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

IV. REPEALER

All ordinances and parts of ordinances that are in conflict with this ordinance are hereby repealed.

V. PENALTY

A violation of any section of this ordinance shall be punishable as a misdemeanor under the provisions stated in Chapter 1, Section 1-9 of the Code of Ordinances of the City of Marble Falls.

VI. EFFECTIVE DATE

This Ordinance shall be and become effective immediately upon and after its passage and publication as may be required by governing law.

VII. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PUBLIC HEARING AND FIRST READING OF ORDINANCE – January 5, 2016.

SECOND READING OF THIS ORDINANCE – January 19, 2016.

ADOPTED AND APPROVED on this 19th day of January, 2016 by a vote of the City Council of the City of Marble Falls, Texas.

CITY OF MARBLE FALLS, TEXAS

John Packer, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina McDonald, TRMC, City Secretary

Patty Akers, City Attorney

TX Hill Country Comparable Lakeside Pavilion / Wedding Venue Breakdown

	Luling	Burnet	Llano	Round Rock
Weekday Use Fee	\$500	\$1,000	\$750 per day	\$750 for 4 hours / \$1,500 per day
Weekend / Holiday Use Fee	\$2,000	Same	Same	Same
Cleaning Fee	\$150	Self-Clean	Self-Clean	\$300
Facility Deposit	\$1,000	\$1000 to \$2,000	\$500	\$500
Alcohol Allowed	Yes	Yes	Yes	Yes
Security Required	Yes	Yes	Yes	No
Kitchen	Yes	Yes	No	Caterer's Kitchen
	Round Mountain	Kyle	New Braunfels	
Weekday Use Fee	Upon Request	\$1,950	\$1,200	
Weekend / Holiday Use Fee	\$2,000 to \$4,000	\$3,150 to \$4,450	\$1,600 to \$2,200	
Cleaning Fee	Included	Included	Included / \$100 per hour if excessive	
Facility Deposit	\$500	\$500	\$500	
Alcohol Allowed	Yes	Yes	Yes	
Security Required	Yes	Yes	Yes	
Kitchen	N/A	Yes	Yes	
Use Fee Range	\$750 to \$4,450			
Deposit Range	\$500 to \$2,000			
Use Fee Average	\$2,271			
Deposit Average	\$785			

***Meadowlakes Country Club is now a city ran venue; however, their venue rental is based on a per person rate (i.e. Their pricing ranges from \$5 to \$25 per person depending on the event).

January 5, 2016

7. REGULAR AGENDA

- (b) Public Hearing, Discussion, and Action Regarding a Construction Plat for Panther Hollow Subdivision, being a 12.63 acre subdivision and 3.9 acres of dedicated right-of-way out of the Guadalupe Flores Survey No. 7, Abstract No. 304, and C&M Railroad Survey No. 4, Abstract No. 1270, City of Marble Falls, Burnet County, Texas, and Subdivision Regulation waiver/suspension requests pertaining to the proposed development. ***Caleb Kraenzel, Director of Development Services***

Background information is attached as follows:

[Cover Memo and Supporting Documentation](#)



**Council Agenda Item Cover Memo
January 5, 2016**

Agenda Item No.: 7(b)
Presenter: Caleb Kraenzel, Director of Development Services
Department: Development Services
Legal Review: N/A

AGENDA CAPTION

Public Hearing, Discussion, and Action Regarding a Construction Plat for Panther Hollow Subdivision, being a 12.63 acre subdivision and 3.9 acres of dedicated right-of-way out of the Guadalupe Flores Survey No. 7, Abstract No. 304, and C&M Railroad Survey No. 4, Abstract No. 1270, City of Marble Falls, Burnet County, Texas, and Subdivision Regulation waiver/suspension requests pertaining to the proposed development.

BACKGROUND INFORMATION

At the December 3, 2015 regular meeting of the Planning and Zoning Commission, the Commission recommended approval (6-0) of the Construction Plat with the following conditions:

1. The Commission finds that the City and immediate phase of development will benefit from the construction of the sidewalk on the north side of Panther Hollow Drive and the west side of Corazon with this phase of construction connecting to the La Ventana subdivision;
2. The Commission finds that a sidewalk will be constructed both sides of Panther Hollow Drive spanning the frontage of both proposed lots within this phase of platting demonstrates compliance with the intent of the Subdivision Regulations requiring a sidewalk on both sides of the street;
3. The Commission finds that based on the aforementioned performance of the development to construction sidewalks and the span of roadway construction, in conjunction with the remaining acres to be platted, render this situation unique and therefore substantiate the approval of a waiver/suspension allowing for deferment of sidewalk construction on the south side Panther Hollow Drive and east side of

Corazon Drive until the development and/or platting occurs on the remaining acres or a portion thereof of unplatted area, the sidewalk shall be constructed across the proposed site/lot (phase/sub-phase) and connecting back to the sidewalks constructed within this phase of platting; and

4. Pursuant to the City Staff recommended conditions (*Staff recommended conditions provided, pg 6*).

This item is for a Construction Plat of the first phase of Panther Hollow Subdivision, including public infrastructure extensions of water and wastewater lines, dedication and construction of new public roadway, along with consideration of associated waiver/suspension requests from the Subdivision Regulations.

The Subject Area, being 12.63 acres of unplatted land, is proposed to be subdivided into two platted lots, along with the dedication of 3.9 acres of new right-of-way, public street construction, and extension of public water and wastewater lines, in order to provide access and subdivision improvements to the proposed apartment project, Residences at Panther Hollow.

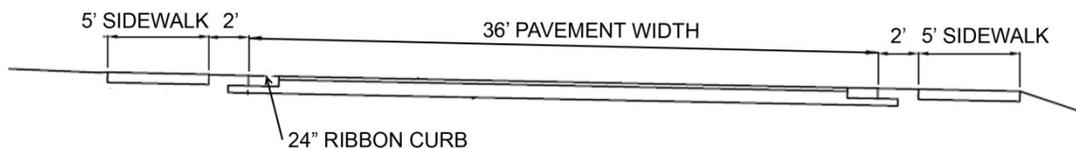
The site plan and use of the proposed development, The Residences at Panther Hollow Apartment Homes, were approved via a Conditional Use Permit (CUP) through Ordinance 2015-O-09B on September 1, 2015. This item, being the platting of lots and construction of infrastructure extensions to serve said lots, is the next phase of development for the Residences at Panther Hollow project.

The Subject Area is located southwest of the Max Starcke Dam Rd and Hwy 281 intersection, south of the La Ventana Subdivision, and is zoned General Commercial Base District (C-3). General Commercial Base District (C-3) requires a minimum lot width of 30 feet and has no minimum lot size. The proposed lots meet the zoning requirements for lot size and width. Proposed Lot 1, Block 1 is 8.75 acres, and the proposed Lot 1, Block 2 is 3.88 acres.

The applicant has submitted the required civil engineering Construction Plans for the proposed public improvements, including the public roadway with drainage, water, and wastewater improvements. The City Engineer has reviewed and approved proposed civil engineering design for public improvements. Following is a more detailed summary of the proposed public improvements and the related waiver/suspension requests submitted by the applicant.

Streets - There is 2,852.5 centerline feet of new roadway (3.9 acres of public right-of-way), with a proposed right-of-way width of sixty feet (60'), that will be dedicated and constructed with this plat. Approximately 1,055 feet of the new roadway will be an extension of Corazon Drive, an existing city street in the La Ventana Subdivision. Approximately 1,462 feet will be named Panther Hollow Drive, a new public street providing direct connection to the proposed lots, and the Residences at Panther Hollow Apartment Homes. Panther Hollow Drive is extended to dead-end into undeveloped acreage to the south of the Subject Area, providing for future connection/extension of the street network.

There is also approximately 335 feet of additional roadway, the remainder of Corazon Drive to connect to U.S. Highway 281. This option has been provided as an alternate for potential construction. This US Hwy 281 connection would provide an integral connection for the overall development of the tract (remaining unplatted acreage) and provide better traffic flow and access options to and from the development. This optional connection may or may not be built as presented. The applicant is seeking approval through the development process to allow constructing this alternative pending submittal and City approval of a design, an addendum/supplement to the engineering plans would be required to be submitted and approved by the City and Texas Department of Transportation (TxDOT).



TYPICAL STREET CROSS SECTION

The proposed streets are designed to have a 30 MPH designated speed. The typical cross section of the streets will feature a street pavement width of thirty-six feet (36') from back-of-curb to back-of-curb, with a twenty-four inch (24") ribbon curb (similar to that found in the La Ventana subdivision).

Subdivision Regulations require a Traffic Impact Analysis (TIA) for developments of two hundred (200) or more dwelling units, or for developments generating two thousand (2,000) or more "one-way" trips per day, in order to ensure the adequacy of the road network. Because the maximum "one-way" trips per day for the proposed development are projected to be 1,256, a TIA is not required. However, due to the fact that the property is intended as a phase in a larger development, platting of future phases may require a TIA.

Street Waiver/Suspension - The applicant has submitted a waiver/suspension request for the Subdivision Regulations, Section 817. Procedures and Submission Requirements for Construction Plat Approval, Subsection i. Engineering Plans, which requires a proposed public roadway design to be supported by a Soils/Geotechnical Report. The applicant has requested to **defer** the Soils/Geotechnical Report, to be provided prior to any Construction permitting by the City for the public improvements. Staff supports the waiver/suspension request, only as a deferment, not a waiving the requirement, with the condition that if such /report test indicates a need to revise the Street design (pavement section and/or base proposed), then revisions to the street design must be made within the Construction plans consistent with the findings/recommendations of the Geotechnical report to allow for permitting.

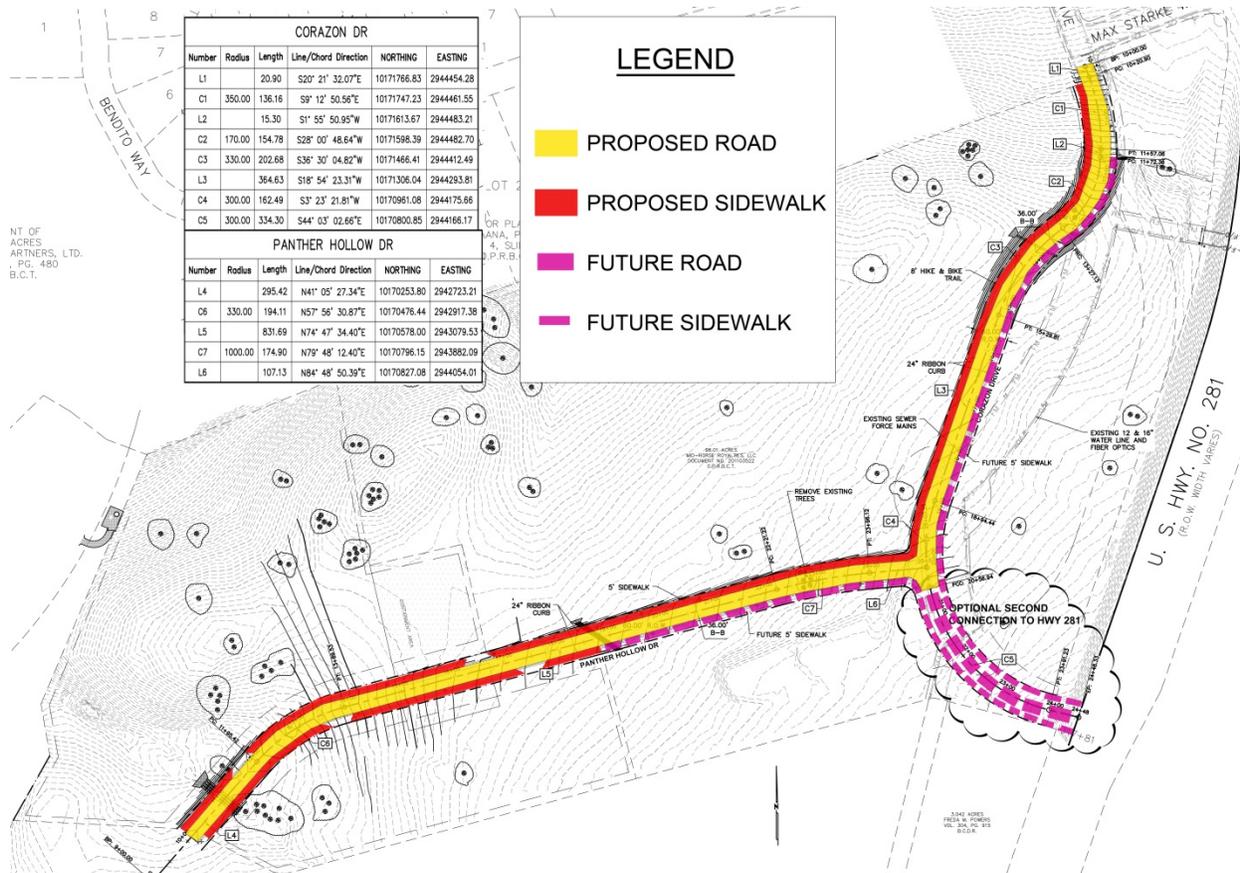
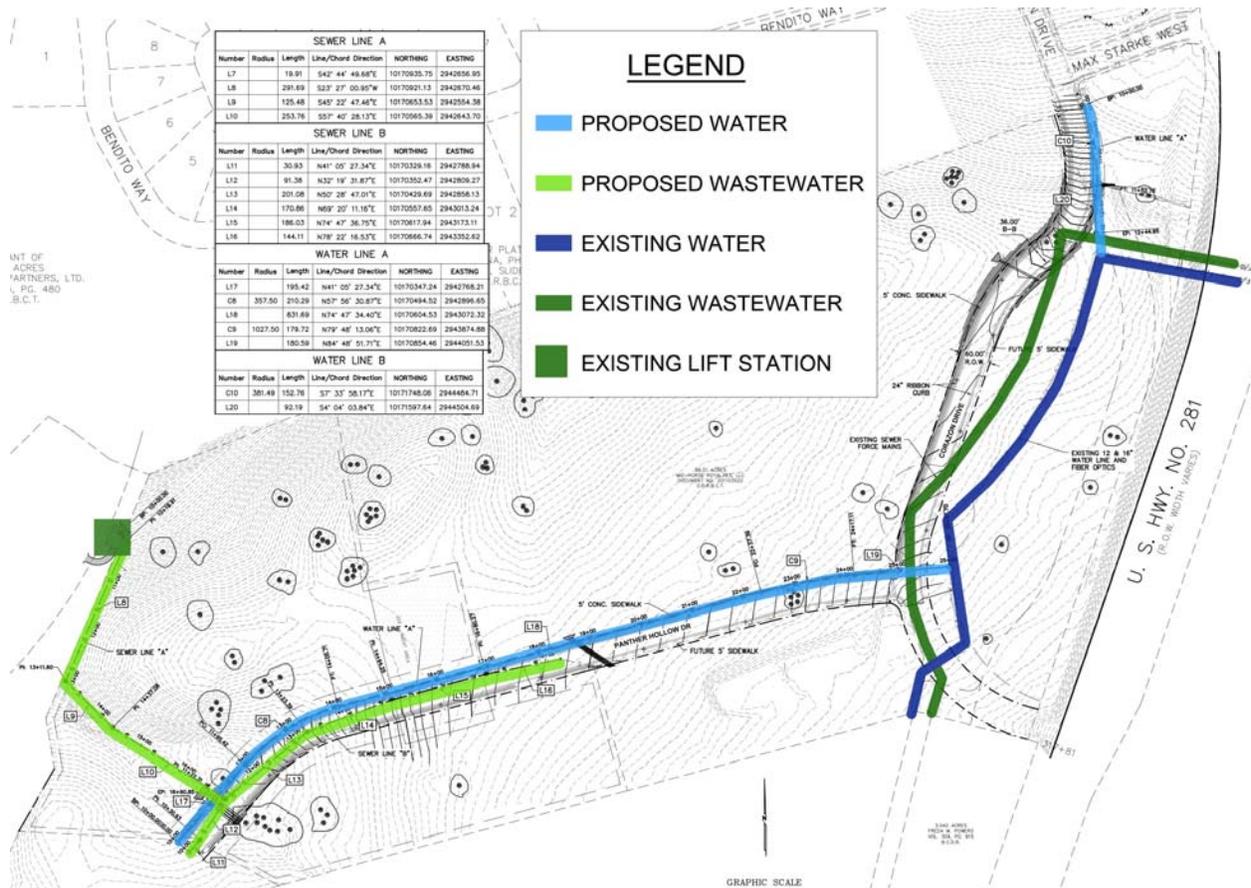


Figure S-1

Sidewalks - City standard subdivision requirements require the installation of a 5 foot sidewalk to be constructed at the time the street is built. The project is proposed to include the required five foot wide (5') pedestrian sidewalk on the north side of Panther Hollow Drive and west side of Corazon Drive, placed two feet (2') away from the street curb. A sidewalk is also

proposed on the south side of Panther Hollow Drive only along the boundary of the proposed lots, detailed in Figure S-1, pg 4.

Sidewalk Waiver/Suspension - The applicant has submitted a waiver/suspension request for the Subdivision Regulations, Section 829. Sidewalks, in order to defer the construction of the additional required 5 foot sidewalks on the south side of Panther Hollow, outside the platted lot area, and east side of Corazon Drive, detailed in Figure S-1, page 4. The applicant has requested to defer the construction of said sidewalks until lots along this span are platted and/or developed. This waiver/suspension request is the purpose for the two Commission findings/conditions and the third provision of their recommendation relating to the sidewalk waiver/suspension (applicant request on page 17).



Utilities – The proposed water and wastewater utility extensions are necessary to serve the proposed development and are depicted above. Design has been reviewed and approved by the City Engineer. The extension of the water main will tie in to the existing 12" water line parallel to US Hwy 281. The extension of the gravity sewer main from the existing lift station

will be extended to the eastern boundary of the proposed platted lots. At this time, further eastern extension of the gravity sewer main is not required; however the configuration of future phases/lots may require future sewer line extension(s).

The applicant has been diligently working with Texas Commission on Environmental Quality (TCEQ) staff to complete the lead remediation on the tract, in and near the Subject Area. They are in the final phases of receiving TCEQ approval to execute final abatement and containment of the lead during construction of the subdivision improvements.

Neighboring properties to the north are zoned General Commercial (C-3), Duplex (R-2), and Residential Townhouse (RT-3). Neighboring properties to the south are temporarily zoned Agricultural District (AG) or outside of the City Limit. All directly abutting properties are either undeveloped or are used for ranching/residential rural purposes.

RECOMMENDATION

Due to consistency with the Comprehensive Plan, the proposed plat meeting zoning district and subdivision regulations (subject to the Council's consideration of the waiver/suspension requests), and due to overall benefit of the proposed public improvements and the diversification of City Housing inventory, City Staff recommends approval of the Construction Plat and associated waivers/suspension subject to the following conditions and Commission conditions:

City Staff Conditions:

1. Geotechnical report be submitted and construction plans be updated with final revisions and based on findings of geotechnical report, subject to approval by the City Engineer.
2. That the continuation of Corazon Drive as a public street is approved an option subject to submittal and approval of design by City Engineer, and approval and permitting by the Texas Department of Transportation.

Planning and Zoning Commission, Findings and Conditions for approval:

1. The Commissions finds that the City and immediate phase of development will benefit from the construction of the sidewalk on the north side of Panther Hollow Drive and the west side of Corazon with this phase of construction connecting to the La Ventana subdivision;
2. The Commission finds that a sidewalk will be constructed both sides of Panther Hollow Drive spanning the frontage of both proposed lots within this phase of platting

demonstrates compliance with the intent of the Subdivision Regulations requiring a sidewalk on both sides of the street;

3. The Commission finds that based on the aforementioned performance of the development to construction sidewalks and the span of roadway construction, in conjunction with the remaining acres to be platted, render this situation unique and therefore substantiate the approval of a waiver/suspension allowing for deferment of sidewalk construction on the south side Panther Hollow Drive and east side of Corazon Drive until the development and/or platting occurs on the remaining acres or a portion thereof of unplatted area, the sidewalk shall be constructed across the proposed site/lot (phase/sub-phase) and connecting back to the sidewalks constructed within this phase of platting; and

Memo Contents:

- Construction Plat: **Pages 8 - 10**
- Estimate of Construction Costs: **Pages 11 - 12**
- Roadway Construction Plan: **Page 13**
- Utilities Construction Plan: **Page 14**
- Panther Hollow Apartment Homes Site Plan: **Page 15**
- Panther Hollow Apartment Homes Elevations: **Page 16**
- Applicant Waiver/Suspension Statement **Page 17**

Construction Plat (pg 2 of 3)

PANTHER HOLLOW SUBDIVISION

Being a 3.88 acre tract of land out of the A. Schroeter Survey No. 4, Abstract No. 1270, and the Guadalupe Flores Survey No. 7, Abstract No. 304, and being a 2.12 acre portion of a 3.20 acre tract of land, in a Special Warranty Deed with Vendor's Lien dated January 16, 2003, from Cynthia B. Darragh Leach, John William Leach and Stenshill Shooting Ranch, Inc. to Harst Capital Investments, LLC, of record in Volume 1121, Page 240, Official Public Records of Burnet County, Texas, and a 0.93 acre portion of a 4.50 acre tract of land, in a General Warranty Deed dated May 3, 2011, from Black Wolf Partners, Ltd. to Mid-Horse Royalties, LLC, of record in Document No. 20110520, Official Public Records of Burnet County, Texas, and a 0.83 acre portion of a 1.0815 acre tract of land, in a General Warranty Deed dated May 3, 2011, from Harst Capital Investments, LLC, to Mid-Horse Royalties, LLC, of record in Document No. 20110522, Official Public Records of Burnet County, Texas, said 3.88 acre tract being more particularly described herein by metes and bounds as follows:

LOT 1

BEGINNING at a 1/2" iron rod set with plastic cap stamped "DIS-5602" in the Northern boundary line of a tract of land, described as 80.650 acres, in a Partition Deed dated May 21, 2003, from the Estate of Ona Lou Roper, deceased, to Ellison Roper Land Corporation, of record in Volume 1153, Page 358, Official Public Records of Burnet County, Texas, in the Southern boundary line of said 108.15 acre Mid-Horse tract, for the Southern most corner hereof, WHENCE a 1/2" iron rod found at the Northwest corner of said 80.650 acre Ellison Roper tract, and a remnant corner of said 108.15 acre Mid-Horse tract bears S74°47'34" W, a distance of 71.41 feet,

THENCE N 62°12'23" W, crossing into said 108.15 acre Mid-Horse tract, a distance of 144.55 feet, to a 1/2" iron rod set with plastic cap stamped "DIS-5602" in the Southern Right of Way line of a proposed roadway tract, to be called Panther Hollow Drive, for the Western most corner hereof,

THENCE with the Southern Right of Way line of Panther Hollow Drive, the following three (3) courses and distances:

1. N 41°05'24" E, a distance of 165.11 feet, to a 1/2" iron rod set with plastic cap stamped "DIS-5602", at the point of curvature of a tangent curve to the right,
2. Northeast along said curve having a central angle of 33°42'20", a radius of 299.94 feet, an arc length of 176.45 feet, and a long chord of 173.92 feet bearing S 57°56'30" W, to a 1/2" iron rod set with plastic cap stamped "DIS-5602", to the point of tangency; and
3. N 74°47'34" E, a distance of 480.00 feet, to a 1/2" iron rod set with plastic cap stamped "DIS-5602", for the Northeast corner hereof,

THENCE S 19°12'26" E, a distance of 240.00 feet, 1/2" iron rod set with plastic cap stamped "DIS-5602", in the Northern boundary line of said 80.650 acre Ellison Roper tract, for the Southeast corner hereof,

THENCE S 74°47'34" W (S 74°47'34" W), with the Northern boundary line of said 80.650 acre Ellison Roper tract, a distance of 685.52 feet, to the POINT OF BEGINNING, and calculated to contain 3.88 acres,

LOT 2

Being an 8.75 acre tract of land out of the Guadalupe Flores Survey No. 7, Abstract No. 304, the Robert D. Moore Survey No. 603, Abstract No. 634, and the A. Schroeter Survey No. 4, Abstract No. 1270, and being a 7.91 acre portion of a 108.15 acre tract of land, in a General Warranty Deed dated May 3, 2011, from Harst Capital Investments, LLC, to Mid-Horse Royalties, LLC, of record in Document No. 20110522, Official Public Records of Burnet County, Texas, and a 0.84 acre portion of a 3.20 acre tract of land, in a Special Warranty Deed with Vendor's Lien dated January 16, 2003, from Cynthia B. Darragh Leach, John William Leach and Stenshill Shooting Ranch, Inc. to Harst Capital Investments, LLC, of record in Volume 1121, Page 240, Official Public Records of Burnet County, Texas, said 8.75 acre tract being more particularly described herein by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found, at the Southern most Southeast corner of a remnant tract of land out of 122.34 acres, described in a Substitute Trustee's Deed dated March 5, 2013, from Black Wolf Partners, Ltd. to the International Bank of Commerce, of record in Document No. 20130194, Official Public Records of Burnet County, Texas, the Northeast corner of a tract of land, described as 16.05 acres, in a Warranty Deed with Vendor's Lien dated July 21, 2011, from SN72 Investments, LLC, to Gregory K. Haley, of record in Document No. 20110647, Official Public Records of Burnet County, Texas, for the Northwest corner hereof,

THENCE N 09°03'08" E (N 09°03'23" E), with the Southern boundary line of said remnant of 122.34 acres, a distance of 370.20 feet (378.21'), to a 1/2" iron rod found for the Northern most Northeast corner hereof, WHENCE a 1/2" iron rod found for reference bears N 36°40'29" E, a distance of 100.03 feet,

THENCE S 10°19'26" E, crossing said 108.15 acre Mid-Horse tract, a distance of 352.36 feet, to a 1/2" iron rod found at the Northwest corner of said 3.20 acre Harst Capital tract, for a remnant corner hereof,

THENCE N 77°17'19" E (N 77°17'40" E), with the Southern boundary line of said 108.15 acre Mid-Horse tract, a distance of 175.10 feet (175.01'), to a 1/2" iron rod found for the Northeast corner of said 3.20 acre Harst Capital tract, and the Eastern most Northeast corner hereof,

THENCE S 12°49'17" E (S 12°49'30" E), with the Eastern boundary line of said 3.20 acre Harst Capital tract, a distance of 204.21 feet, to a 1/2" iron rod set with plastic cap stamped "DIS-5602", in the Northern Right of Way line of a proposed roadway tract, to be called Panther Hollow Drive, for the Eastern most Southeast corner hereof,

THENCE with the Northern Right of Way line of Panther Hollow Drive, the following three (3) courses and distances:

1. S 74°47'34" W, a distance of 201.34 feet to a 1/2" iron rod set with plastic cap stamped "DIS-5602", for the point of curvature of a tangent curve to the left,
2. Southwest along said curve having a central angle of 33°42'20", a radius of 339.94 feet, an arc length of 211.74 feet, and a long chord of 208.70 feet bearing S 57°56'30" W, to a 1/2" iron rod set with plastic cap stamped "DIS-5602", to the point of tangency; and
3. S 41°05'24" E, a distance of 190.51 feet, to a 1/2" iron rod set with plastic cap stamped "DIS-5602" for the Southern most Southeast corner hereof,

THENCE N 87°08'53" W, crossing said 108.15 acre Mid-Horse tract, a distance of 304.74 feet, to a 1/2" iron rod set with plastic cap stamped "DIS-5602", in the Eastern boundary line of said 16.05 acre Haley tract, for the Southwest corner hereof,

THENCE with the Eastern boundary line of said 16.05 acre Haley tract, the following three (3) courses and distances:

1. N 29°34'19" E (N 29°34'00" E), a distance of 137.75 feet, to a 1/2" iron rod set with plastic cap stamped "DIS-5602", for angle point,
2. N 09°40'32" W (N 09°40' W), a distance of 97.36 feet (97.33'), to a 1/2" iron rod found for angle point; and
3. N 29°05'57" E (N 29°06" E), a distance of 502.70 feet (502.70'), to the POINT OF BEGINNING and calculated to contain 8.75 acres

CONSTRUCTION PLAT
WITH 3.9 ACRES OF DEDICATED RIGHT OF WAY
PANTHER HOLLOW SUBDIVISION
A 12.63 ACRE SUBDIVISION OUT OF THE
GUADALUPE FLORES SURVEY NO. 7, ABSTRACT NO. 304
McKINNEY & WILLIAMS SURVEY NO. 1068, ABSTRACT NO. 625
AND A SCHROETER SURVEY NO. 4, ABSTRACT NO. 1270
CITY OF MARBLE FALLS, BURNET COUNTY, TEXAS
PAGE 2 OF 3

DANNY J. STARK, R.P.L.S.
650 Lyda Ranch Road
Bertram, Texas, 78605
Ph 512-756-4500
dannystark650@gmail.com

PRELIMINARY
THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE AND
SHALL NOT BE USED OR RELIED
UPON AS A FINAL SURVEY
DOCUMENT

PANTHER HOLLOW DRIVE

COMMENCING at a 1/2" iron rod set with plastic cap stamped "DIS-5602" at the Southeastmost corner of the herein described TRACT I,

THENCE N 62°12'23" W, with the Southwest boundary line of said TRACT I a distance of 144.55 feet to a 1/2" iron rod set with plastic cap stamped "DIS-5602" at the Westmost corner of said TRACT I for the Southeastmost corner and true POINT OF BEGINNING hereof,

THENCE [L4] N 71°50'52" W, a distance of 65.15 feet to a 1/2" iron rod set with plastic cap stamped "DIS-5602" at the Southeast corner of the herein described TRACT II for the Westmost corner hereof,

THENCE N 41°05'24" E, a distance of 190.50 feet to the point of curvature of a curve, to the right,

THENCE [C1] along said curve having a radius of 339.94 feet, a central angle of 33°42'20", and a chord of 208.70 feet bearing N 57°56'30" E, an arc distance of 211.74 feet, to a 1/2" iron rod set with plastic cap stamped "DIS-5602" for the point of tangency hereof,

THENCE N 74°47'34" E, at 201.34 feet passing a 1/2" iron rod set with plastic cap stamped "DIS-5602" at the Southeast corner of said TRACT II, in all a distance of 831.34 feet to a protruded point for the point of curvature of a curve to the right,

THENCE [C2] along said curve having a radius of 1,650.00 feet, a central angle of 10°01'17", and a chord of 179.92 feet bearing N 39°48'12" E, an arc distance of 180.15 feet to a protruded point for the point of tangency hereof,

THENCE [L5] N 44°48'51" E, a distance of 58.41 feet to the point of curvature of a curve, to the left,

THENCE [C3] along said curve having a radius of 25.00 feet, a central angle of 81°05'29", and a chord of 32.50 feet bearing N 44°16'15" E, an arc distance of 35.38 feet to a protruded point for the point of reverse curvature of a curve to the right,

THENCE [C4] along said curve having a radius of 330.00 feet, a central angle of 15°10'45", and a chord of 87.17 feet bearing N 11°19'00" E, an arc distance of 87.43 feet to a protruded point for the point of tangency hereof,

THENCE N 18°54'29" E, a distance of 364.63 feet to a protruded point for the point of curvature of a curve to the right,

THENCE [C5] along said curve having a radius of 300.00 feet, a central angle of 35°11'20", and a chord of 217.64 feet bearing N 30°30'05" E, an arc distance of 221.10 feet to a protruded point for the point of reverse curvature of a curve to the left,

THENCE [C6] along said curve having a radius of 140.00 feet, a central angle of 52°10'00", and a chord of 123.11 feet bearing N 29°04'49" E, an arc distance of 127.47 feet to a protruded point for the point of compound curvature of a curve to the left,

THENCE [C7] along said curve having a radius of 337.98 feet, a central angle of 22°27'36", and a chord of 131.61 feet bearing N 09°17'47" W, an arc distance of 132.46 feet to a 1/2" iron rod set with plastic cap stamped "DIS-5602" in the Southern boundary line of a tract of land called 20.77 acres (also called Lot 1, Block 1, La Ventana) as described in a Special Warranty Deed dated April 17, 2003, from Black Wolf Partners, Ltd. to First Baptist Church Marble Falls, of record in Volume 1143, Page 1031, Official Public Records of Burnet County, Texas, for the Northwest corner hereof,

THENCE [L1] N 70°34'08" E, with the Southern boundary line of said First Baptist Church tract, at 10.00 feet passing a 1/2" iron rod found at the Southeast corner of said First Baptist Church tract and the Southwest corner of Max Starke Dam Road, in all a distance of 60.00 feet to a 1/2" iron rod found in the Western boundary line of a tract of land called 1.25 acres in a Warranty Deed dated March 5, 2013, from Aestas Capital, LLC, to La Ventana Marble Falls Ventures, LP, of record in Document No. 20130193, Official Public Records of Burnet County, Texas, and the Southeast corner of said Max Starke Dam Road for the point of curvature of a curve to the right,

THENCE [C8] along said curve having a radius of 207.98 feet, a central angle of 22°27'36", and a chord of 153.85 feet bearing S 09°12'51" E, an arc distance of 154.82 feet to a protruded point in the Southern Right of Way line of a 100 foot wide Transmission Line Easement, at the Southwest corner of said 1.25 acre La Ventana tract, and the point of compound curvature of a curve to the right,

THENCE [C9] along said curve having a radius of 200.00 feet, a central angle of 52°09'59", and a chord of 175.87 feet bearing S 29°04'49" W, an arc distance of 182.09 feet to a protruded point for the point of reverse curvature of a curve to the left,

THENCE [C10] along said curve having a radius of 300.00 feet, a central angle of 35°11'20", and a chord of 181.37 feet bearing S 30°30'05" W, a distance of 184.25 feet to a protruded point for the point of tangency hereof,

THENCE S 18°54'29" W, a distance of 364.63 feet to a protruded point for the point of curvature of a curve to the left,

THENCE [C11] along said curve having a radius of 270.00 feet, a central angle of 56°05'59", and a chord of 401.61 feet bearing S 29°05'35" E, an arc distance of 452.86 feet to a protruded point in the Western Right of Way line of U. S. Highway 281, for the Southeastmost Northeast corner hereof,

THENCE [L2] S 18°54'24" W, with the Western Right of Way line of said Highway 281, a distance of 60.83 feet, to a concrete highway monument found in the Northern boundary line of a tract of land called 3.042 acres in a Warranty Deed dated November 24, 2009, from Helen Gail Wiley to Dianne Orlesh and husband, Joseph Michael Orlesh, Jr., of record in Document No. 200910618, Official Public Records of Burnet County, Texas, for the Southeastmost Southeast corner hereof and the point of curvature of a curve to the right,

THENCE [C12] along said curve having a radius of 330.00 feet, a central angle of 62°01'54", and a chord of 340.08 feet bearing N 49°00'39" W, an arc distance of 357.28 feet to a protruded point for the point of reverse curvature of a curve to the left,

THENCE [C13] along said curve having a radius of 25.00 feet, a central angle of 81°05'29", and a chord of 32.50 feet bearing N 54°37'52" W, an arc distance of 35.38 feet to a protruded point for the point of tangency hereof,

THENCE [L3] S 44°48'51" W, a distance of 58.41 feet to a protruded point at the point of curvature of a curve to the left,

THENCE [C14] along said curve having a radius of 970.00 feet, a central angle of 10°01'17", and a chord of 169.44 feet bearing S 39°48'12" W, an arc distance of 169.66 feet to a protruded point for the point of tangency hereof,

THENCE S 74°47'34" W, at 201.34 feet passing a 1/2" iron rod set at the Northeast corner of said Tract I in all a distance of 831.34 feet to a 1/2" iron rod set at the point of curvature of a curve to the left,

THENCE [C15] along said curve having a radius of 299.94 feet, a central angle of 33°42'20", and a chord of 173.92 feet bearing S 57°56'30" W, an arc distance of 176.45 feet to a 1/2" iron rod set with plastic cap stamped "DIS-5602" for the point of tangency hereof,

THENCE S 41°05'24" W, a distance of 165.11 feet to the POINT OF BEGINNING and calculated to contain 3.90 acres

Estimate of Construction Costs (pg 1 of 2)

ESTIMATE OF PROBABLE CONSTRUCTION COSTS FOR ROAD AND UTILITY EXTENSION MIDHORSE DEVELOPMENT MARBLE FALLS, TEXAS

GENERAL/DEMOLITION ITEMS

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
MOBILIZATION	1.0	LS	\$ 11,100.00	\$ 11,100.00
SAW CUT EXISTING PAVEMENT	36	LF	\$ 5.00	\$ 180.00
GENERAL/DEMOLITION ITEMS				\$ 11,280.00

ROADWAY IMPROVEMENTS

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
EXCAVATION	1,825	CY	\$ 12.00	\$ 21,900.00
EMBANKMENT	1,825	CY	\$ 6.00	\$ 10,950.00
8" FLEX BASE	2,195	CY	\$ 34.00	\$ 74,630.00
2" HMAG TYPE "D"	9,034	SY	\$ 13.00	\$ 117,442.00
24" RIBBON CURB	5,120	LF	\$ 12.75	\$ 65,280.00
ROADWAY IMPROVEMENTS				\$ 280,202.00

EROSION & SEDIMENT CONTROL ITEMS

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
STAGING AREA	1	EA	\$ 500.00	\$ 500.00
WASHOUT PIT	1	EA	\$ 500.00	\$ 500.00
TREE PROTECTION	11	EA	\$ 50.00	\$ 550.00
SILT FENCE	452	LF	\$ 3.50	\$ 1,582.00
REVEGETATION - BERMUDA HYDRO MULCH	12,171	SY	\$ 1.00	\$ 12,171.44
EROSION & SEDIMENT CONTROL ITEMS				\$ 15,303.44

WATER SERVICE EXTENSION

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
PIPE, PVC C900, DR18 - 12"	1900	LF	\$ 75.50	\$ 143,450.00
WET CONNECTION - 12"	3	EA	\$ 2,750.00	\$ 8,250.00
TRENCH SAFETY, ALL DEPTHS	1900	LF	\$ 1.00	\$ 1,900.00
GATE VALVES, 12" DIAMETER	5	EA	\$ 3,460.00	\$ 17,300.00
FIRE HYDRANTS	7	EA	\$ 4,550.00	\$ 31,850.00
AIR / VACUUM RELEASE VALVES	1	EA	\$ 2,300.00	\$ 2,300.00
SERVICE TAPS, COMMERCIAL	8	EA	\$ 2,070.00	\$ 16,560.00
SERVICE TAPS, COMMERCIAL FIRE	8	EA	\$ 3,150.00	\$ 25,200.00
PRESSURE TEST	1	LS	\$ 1,800.00	\$ 1,800.00
LEAKAGE TEST	1	LS	\$ 450.00	\$ 450.00
SYSTEM STERILIZATION	1	LS	\$ 1,350.00	\$ 1,350.00
WATER SERVICE EXTENSION				\$ 250,410.00

SEWER SERVICE EXTENSION

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
WASTEWATER LINE CONNECTION TO LS	1	EA	\$ 4,000.00	\$ 4,000.00
TRENCH SAFETY, ALL DEPTHS	1,586	EA	\$ 1.00	\$ 1,586.00
PIPE, 8" SDR-26 PVC GRAVITY	1,586	LF	\$ 70.00	\$ 111,020.00
MANHOLE 8 TO 8' DEPTH	8	LS	\$ 6,500.00	\$ 52,000.00
SEWER SERVICE EXTENSION				\$ 168,606.00

Estimate of Construction Costs (pg 1 of 2)

ESTIMATE OF PROBABLE CONSTRUCTION COSTS FOR ROAD AND UTILITY EXTENSION MIDHORSE DEVELOPMENT MARBLE FALLS, TEXAS

COMMUNICATIONS / ELECTRICAL IMPROVEMENTS

CONDUIT - 3" SCH. 40 PVC COMMUNICATION (2 COMM CONDUITS)	1825	LF	\$ 6.40	\$ 11,680.00
COMMUNICATIONS PULL BOX	35	EA	\$ 495.00	\$ 17,325.00
CONDUIT - 3" SCH. 40 PVC ELECTRICAL (3 ELECTRIC CONDUITS)	1825	LF	\$ 6.40	\$ 11,680.00
ELECTRICAL WIRE (PEC)	5475	LF	\$ 4.35	\$ 23,816.25
TRANSFORMERS (PEC) (1 PER 2 LOTS)	4	EA	\$ 1,215.00	\$ 4,860.00
ILLUMINATION LOW RISE DIRECTIONAL DOWN	26	LS	\$ 2,000.00	\$ 52,000.00
ELECTRICAL PULL BOX	4	EA	\$ 495.00	\$ 1,980.00
COMMUNICATIONS / ELECTRICAL IMPROVEMENTS				\$ 123,341.25

SUMMARY OF IMPROVEMENTS

GENERAL/DEMOLITION ITEMS	\$ 11,280.00
ROADWAY IMPROVEMENTS	\$ 290,202.00
EROSION & SEDIMENT CONTROL ITEMS	\$ 15,303.44
WATER SERVICE EXTENSION	\$ 250,410.00
SEWER SERVICE EXTENSION	\$ 168,606.00
COMMUNICATIONS / ELECTRICAL IMPROVEMENTS	\$ 123,341.25
TOTAL ESTIMATED COST	\$ 859,142.69
	
<p>NOTE: ESTIMATED QUANTITIES ARE BASED ON A COMBINATION OF PREVIOUS DESIGNS AND THE MOST RECENT PROPOSED SITE PLAN. QUANTITIES WILL LIKELY CHANGE AFTER FINAL DESIGN IS COMPLETE. PERMANENT WATER QUALITY STRUCTURES ARE NOT INCLUDED IN THIS ESTIMATE AND ARE ASSUMED TO BE CONSTRUCTED DURING SUBSEQUENT DEVELOPMENT.</p> <p>Wastewater Lines and Sidewalks are not anticipated to be required in this Phase.</p>	

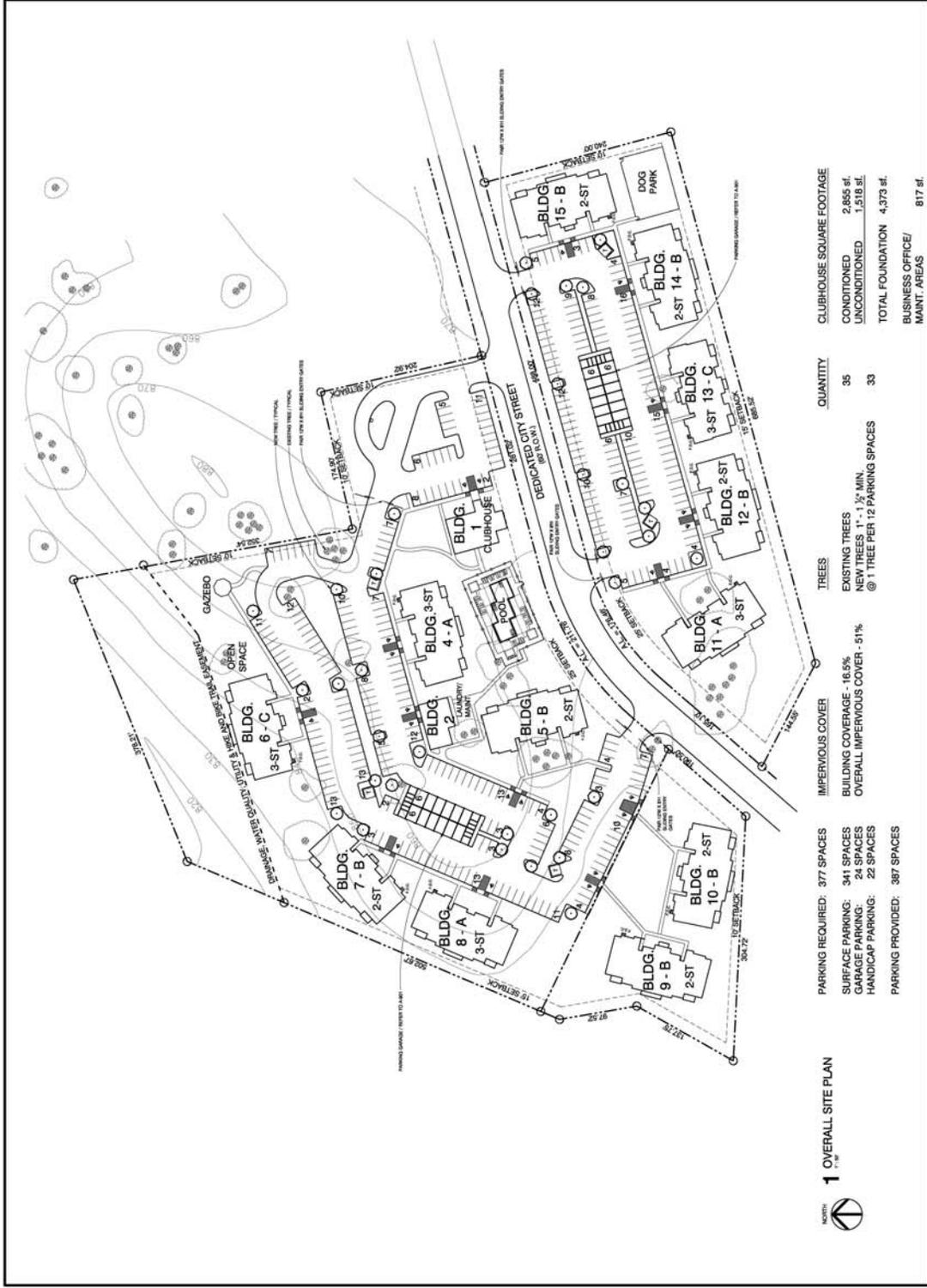
Approved Site Plan

PROJECT NO. 1501
 SHEET NO. 1501-01
 DATE 08/15/18
 PROJECT NAME
 THE RESIDENCES AT PANTHER HOLLOW
 1501-01

New Development
 Marble Falls, Texas
The Residences at Panther Hollow

RPK
 REGISTERED ARCHITECT
 1577 MILITARY AVENUE SUITE 201
 MARBLE FALLS, TEXAS 78758
 TEL: 817.312.3118
 FAX: 817.312.3118
 WWW.RPKARCHITECTS.COM
 CONTRACT NO. 1501-01

AS-100
 OVERALL SITE PLAN



CLUBHOUSE SQUARE FOOTAGE	QUANTITY	TREES	IMPERVIOUS COVER	PARKING REQUIRED:
CONDITIONED 2,855 sf.	35	EXISTING TREES	BUILDING COVERAGE - 16.5%	377 SPACES
UNCONDITIONED 1,518 sf.	33	NEW TREES 1" x 1 1/2" MIN.	OVERALL IMPERVIOUS COVER - 51%	SURFACE PARKING: 341 SPACES
TOTAL FOUNDATION 4,373 sf.		@ 1 TREE PER 12 PARKING SPACES		GARAGE PARKING: 24 SPACES
BUSINESS OFFICE/				HANDICAP PARKING: 22 SPACES
MAINT. AREAS 817 sf.				PARKING PROVIDED: 387 SPACES

NORTH
1 OVERALL SITE PLAN
 1" = 100'

Approved Building Elevations

Copyright 1971-2012 R/VK, Inc. Neither the printed document nor the digital media may be altered or amended without the express written permission of the named professional.



schematic design

The Residences at Panther Hollow
marble falls

745 e mulberry ave suite 601
marble falls, tx 75663
telephone : 214.733.3535
web: www.rvk-architects.com
Registered Architect
George P. Vaughn
2012

PRELIMINARY
This design document is
not to be used for regulatory approval,
permitting, or construction.

06/20/12

R/VK
architecture interior design landscape architecture

Applicant Waiver/Suspension Request –Sidewalks

Panther Hollow Apartments JV
P.O Box 8033
Horseshoe Bay, TX 78657

November 30, 2015

Caleb Kraenzel
Director of Development Services
City Of Marble Falls
801 Fourth Street
Marble Falls, TX 78654

Re: The Residences at Panther Hollow Apartments, Marble Falls, Texas
Construction Plat

Dear Caleb,

This letter shall serve as our request to waive and/or defer the following items for the Construction Plat:

A. Sidewalks

1. The sidewalks will be constructed in the city ROW on the proposed city street (Panther Hollow Drive). These sidewalks will be located along the South and North sides of Panther Hollow Drive within the subject property boundary survey lines and on the North side of Panther Hollow Drive east of the subject property and on the West side of Corazon Drive from the North side of Panther Hollow Drive to the North property line of the Mid Horse Property.
2. The construction of the additional sidewalk along the south side of Panther Hollow Drive and east of the subject property as well as along the east side of Corazon Drive will be deferred until such lots along such streets are platted.

Your consideration of these items is greatly appreciated.

Sincerely yours,



Bill M. Smyrl

Tel (214)886-7913

Email billmysrl@gmail.com

ORDINANCE 2016-O-01A

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MARBLE FALLS, TEXAS, CHAPTER 15 (PARKS AND RECREATION), ARTICLE IV (LAKESIDE PAVILION), SECTION 15-86 (DEFINITIONS), SECTION 15-90 (LICENSE FEES), SECTION 15-91 (CITY’S RIGHT TO REFUSE RENT), SECTION 15-93.5 (NO SMOKING), AND SECTION 15-97 (PAVILION BASIC SERVICES); PROVIDING FOR A SAVINGS CLAUSE, SEVERABILITY, REPEALER, EFFECTIVE DATE AND PROPER NOTICE AND MEETING.

WHEREAS, updates to general information are necessary to ensure complete and accurate information;

WHEREAS, the City Council of the City of Marble Falls is of the opinion that a 501(c)(6) non-profit organizations should be established as part of the Group I rate classification; and related Group I rental rates shall be adjusted to accommodate the addition of 501(c)(6) organizations;

WHEREAS, it is the opinion of the City Council of the City of Marble Falls, Texas that rental rates for use of the Lakeside Pavilion need to be increased to accommodate the change in rental configuration and amenities;

WHEREAS, the new rental charges are set by the City Council in an effort to recoup the City’s actual costs in providing for the use of the Lakeside Pavilion by those who would rent it; and

WHEREAS, the City Council of the City of Marble Falls, Texas is of the opinion that the amendments are in the public’s best interest;

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARBLE FALLS, TEXAS THAT:

I. FINDINGS OF FACT

All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council, and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

II. RENTAL REGULATIONS

Chapter 15, Article IV, section 15-86 “Definitions” is hereby amended by repealing the current definition of “Group I. Public agencies” and replacing it in its entirety with the following:

* * *

Group I. Public agencies & Non-profits: Federal, state, county and city agencies; 501(c)(3) and 501(c)(6) non-profit organizations; and co-sponsored city athletic leagues. Group I rates applicable Sunday through Thursday only. Co-sponsored city athletic leagues will not be charged for board meetings as provided for in the City of Marble Falls Facility Use Agreement.

* * *

Chapter 15, Article IV, section 15-86 “Definitions” is hereby amended by repealing the current definition of “Group II. Civic organizations and social groups” and replacing it in its entirety with the following:

* * *

Group II. Individuals, Civic organizations, and social groups: Any person or group who wishes to use the property for other than commercial purposes. These include but are not limited to: Fraternities, sororities, lodges, social clubs, family reunions, wedding receptions and banquets.

* * *

Chapter 15, Article IV, section 15-90 “License Fees” is hereby amended by repealing the section in its entirety and replacing it with the following:

* * *

15-90 License Fees

(a) License fees per day for use of the Lakeside Pavilion are:

TABLE INSET:

	Group I	Group II	Group III
Pavilion use fee	\$200.00	\$1,500.00 (Mon – Fri) \$2,000 (Saturday)	\$1,800.00
Cleaning fee	\$350.00	\$350.00	\$350.00
Facility deposit	\$250.00	\$250.00	\$250.00

Note: The facility deposit shall be \$500.00 for Groups I, II and III if alcohol is consumed on the premises.

Alcohol sales permit fee . . . \$100.00

Alcohol consumption permit fee (reference Ordinance Number 94-0-4) . . . \$25.00

Note: Residents (must live inside the corporate city limits of Marble Falls and named as licensee) shall receive a five hundred dollar (\$500.00) discount on the license fee.

Resident discount is not applicable to rate classification Groups I and III.

- (b) License fee and facility deposit are required at the time of reservation confirmation.
- (c) Keys will be issued one (1) day prior to scheduled event. Keys must be returned no later than the next working day after scheduled event. Anyone not returning the key after one (1) working day has passed shall forfeit the facility deposit.
- (d) Facility deposit will be refunded after return of keys and Facility Deposit Refund Checklist, and, inspection of the Lakeside Pavilion; provided, however, that the use or consumption of alcohol without having obtained a permit from the parks and recreation department and without having paid all required alcohol sales permit fees, and alcohol and consumption fees shall result in a forfeiture of the facility deposit.
- (e) Any damage to the Pavilion in excess of the security deposit shall be billed to licensee.
- (f) Early access will be permitted to the Pavilion and grounds prior to rental time only if such access will not conflict with any other event or licensee.
- (g) A reservation for the use of the Pavilion for three (3) consecutive weekend days (i.e. Friday, Saturday, and Sunday) that is paid in full shall entitle the licensee to the use of the Pavilion for two (2) weekdays at no additional license fee. The weekdays must be consecutive with the weekend use.
- (h) All personal property must be removed at the end of the event.

* * *

Chapter 15, Article IV is hereby amended by repealing item “2” of section 15-91 “City’s right to refuse rent” in its entirety and replacing it with the following:

* * *

- (2) The applicant has not tendered the required license fee with the application or has not rendered the required user fee, indemnification agreement, insurance certificate or facility deposit within the times prescribed.

* * *

Chapter 15, Article IV is hereby amended by adding section 15-93.5 “No Smoking” in its entirety with the following:

* * *

15-93.5 No Smoking

The Lakeside Pavilion is a non-smoking facility. Smoking is permitted in areas outside of the building only.

* * *

Chapter 15, Article IV, section 15-97 “Pavilion Basic Services” is hereby amended by repealing the section in its entirety and replacing it with the following:

* * *

15-97 Pavilion Basic Services

- (a) The Pavilion's basic license includes the following services:
 - (1) All Utilities.
 - (2) Heat and/or air conditioning.
 - (3) Tables and chairs.
 - (4) PA system with wired and wireless microphones, audio/video system, and podium. The audio/video equipment has limited capacity and capability; and may not be suitable for all uses.
 - (5) Restrooms.
 - (6) Commercial kitchen.
 - (7) Facility cleaning service.
 - (8) Wireless Internet.

- (b) Failure to furnish any of the services as noted in subsection (a) above resulting from circumstances beyond the control of the city; or limitations of certain services, will not be considered a breach of contract by the city.

* * *

III. SEVERABILITY

If any provision, section, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this Ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Marble Falls in adopting, and of the Mayor in approving this Ordinance, that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

IV. REPEALER

All ordinances and parts of ordinances that are in conflict with this ordinance are hereby repealed.

V. PENALTY

A violation of any section of this ordinance shall be punishable as a misdemeanor under the provisions stated in Chapter 1, Section 1-9 of the Code of Ordinances of the City of Marble Falls.

VI. EFFECTIVE DATE

This Ordinance shall be and become effective immediately upon and after its passage and publication as may be required by governing law.

VII. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PUBLIC HEARING AND FIRST READING OF ORDINANCE – January 5, 2016.

SECOND READING OF THIS ORDINANCE – January 19, 2016.

ADOPTED AND APPROVED on this 19th day of January, 2016 by a vote of the City Council of the City of Marble Falls, Texas.

CITY OF MARBLE FALLS, TEXAS

John Packer, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina McDonald, TRMC, City Secretary

Patty Akers, City Attorney



Council Agenda Item Cover Memo
January 5, 2016

Agenda Item No.: 7(b)
Presenter: Caleb Kraenzel, Director of Development Services
Department: Development Services
Legal Review: N/A

AGENDA CAPTION

Public Hearing, Discussion, and Action Regarding a Construction Plat for Panther Hollow Subdivision, being a 12.63 acre subdivision and 3.9 acres of dedicated right-of-way out of the Guadalupe Flores Survey No. 7, Abstract No. 304, and C&M Railroad Survey No. 4, Abstract No. 1270, City of Marble Falls, Burnet County, Texas, and Subdivision Regulation waiver/suspension requests pertaining to the proposed development.

BACKGROUND INFORMATION

At the December 3, 2015 regular meeting of the Planning and Zoning Commission, the Commission recommended approval (6-0) of the Construction Plat with the following conditions:

1. The Commission finds that the City and immediate phase of development will benefit from the construction of the sidewalk on the north side of Panther Hollow Drive and the west side of Corazon with this phase of construction connecting to the La Ventana subdivision;
2. The Commission finds that a sidewalk will be constructed both sides of Panther Hollow Drive spanning the frontage of both proposed lots within this phase of platting demonstrates compliance with the intent of the Subdivision Regulations requiring a sidewalk on both sides of the street;
3. The Commission finds that based on the aforementioned performance of the development to construction sidewalks and the span of roadway construction, in conjunction with the remaining acres to be platted, render this situation unique and therefore substantiate the approval of a waiver/suspension allowing for deferment of sidewalk construction on the south side Panther Hollow Drive and east side of

Corazon Drive until the development and/or platting occurs on the remaining acres or a portion thereof of unplatted area, the sidewalk shall be constructed across the proposed site/lot (phase/sub-phase) and connecting back to the sidewalks constructed within this phase of platting; and

4. Pursuant to the City Staff recommended conditions (*Staff recommended conditions provided, pg 6*).

This item is for a Construction Plat of the first phase of Panther Hollow Subdivision, including public infrastructure extensions of water and wastewater lines, dedication and construction of new public roadway, along with consideration of associated waiver/suspension requests from the Subdivision Regulations.

The Subject Area, being 12.63 acres of unplatted land, is proposed to be subdivided into two platted lots, along with the dedication of 3.9 acres of new right-of-way, public street construction, and extension of public water and wastewater lines, in order to provide access and subdivision improvements to the proposed apartment project, Residences at Panther Hollow.

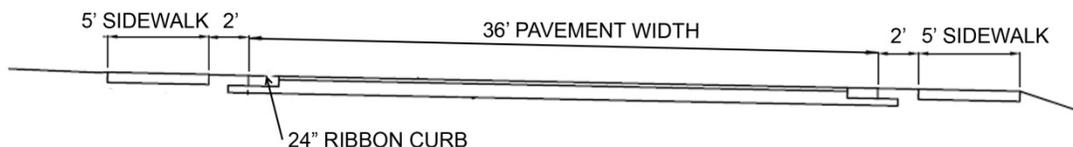
The site plan and use of the proposed development, The Residences at Panther Hollow Apartment Homes, were approved via a Conditional Use Permit (CUP) through Ordinance 2015-O-09B on September 1, 2015. This item, being the platting of lots and construction of infrastructure extensions to serve said lots, is the next phase of development for the Residences at Panther Hollow project.

The Subject Area is located southwest of the Max Starcke Dam Rd and Hwy 281 intersection, south of the La Ventana Subdivision, and is zoned General Commercial Base District (C-3). General Commercial Base District (C-3) requires a minimum lot width of 30 feet and has no minimum lot size. The proposed lots meet the zoning requirements for lot size and width. Proposed Lot 1, Block 1 is 8.75 acres, and the proposed Lot 1, Block 2 is 3.88 acres.

The applicant has submitted the required civil engineering Construction Plans for the proposed public improvements, including the public roadway with drainage, water, and wastewater improvements. The City Engineer has reviewed and approved proposed civil engineering design for public improvements. Following is a more detailed summary of the proposed public improvements and the related waiver/suspension requests submitted by the applicant.

Streets - There is 2,852.5 centerline feet of new roadway (3.9 acres of public right-of-way), with a proposed right-of-way width of sixty feet (60'), that will be dedicated and constructed with this plat. Approximately 1,055 feet of the new roadway will be an extension of Corazon Drive, an existing city street in the La Ventana Subdivision. Approximately 1,462 feet will be named Panther Hollow Drive, a new public street providing direct connection to the proposed lots, and the Residences at Panther Hollow Apartment Homes. Panther Hollow Drive is extended to dead-end into undeveloped acreage to the south of the Subject Area, providing for future connection/extension of the street network.

There is also approximately 335 feet of additional roadway, the remainder of Corazon Drive to connect to U.S. Highway 281. This option has been provided as an alternate for potential construction. This US Hwy 281 connection would provide an integral connection for the overall development of the tract (remaining unplatted acreage) and provide better traffic flow and access options to and from the development. This optional connection may or may not be built as presented. The applicant is seeking approval through the development process to allow constructing this alternative pending submittal and City approval of a design, an addendum/supplement to the engineering plans would be required to be submitted and approved by the City and Texas Department of Transportation (TxDOT).



TYPICAL STREET CROSS SECTION

The proposed streets are designed to have a 30 MPH designated speed. The typical cross section of the streets will feature a street pavement width of thirty-six feet (36') from back-of-curb to back-of-curb, with a twenty-four inch (24") ribbon curb (similar to that found in the La Ventana subdivision).

Subdivision Regulations require a Traffic Impact Analysis (TIA) for developments of two hundred (200) or more dwelling units, or for developments generating two thousand (2,000) or more "one-way" trips per day, in order to ensure the adequacy of the road network. Because the maximum "one-way" trips per day for the proposed development are projected to be 1,256, a TIA is not required. However, due to the fact that the property is intended as a phase in a larger development, platting of future phases may require a TIA.

Street Waiver/Suspension - The applicant has submitted a waiver/suspension request for the Subdivision Regulations, Section 817. Procedures and Submission Requirements for Construction Plat Approval, Subsection i. Engineering Plans, which requires a proposed public roadway design to be supported by a Soils/Geotechnical Report. The applicant has requested to **defer** the Soils/Geotechnical Report, to be provided prior to any Construction permitting by the City for the public improvements. Staff supports the waiver/suspension request, only as a deferment, not a waiving the requirement, with the condition that if such /report test indicates a need to revise the Street design (pavement section and/or base proposed), then revisions to the street design must be made within the Construction plans consistent with the findings/recommendations of the Geotechnical report to allow for permitting.

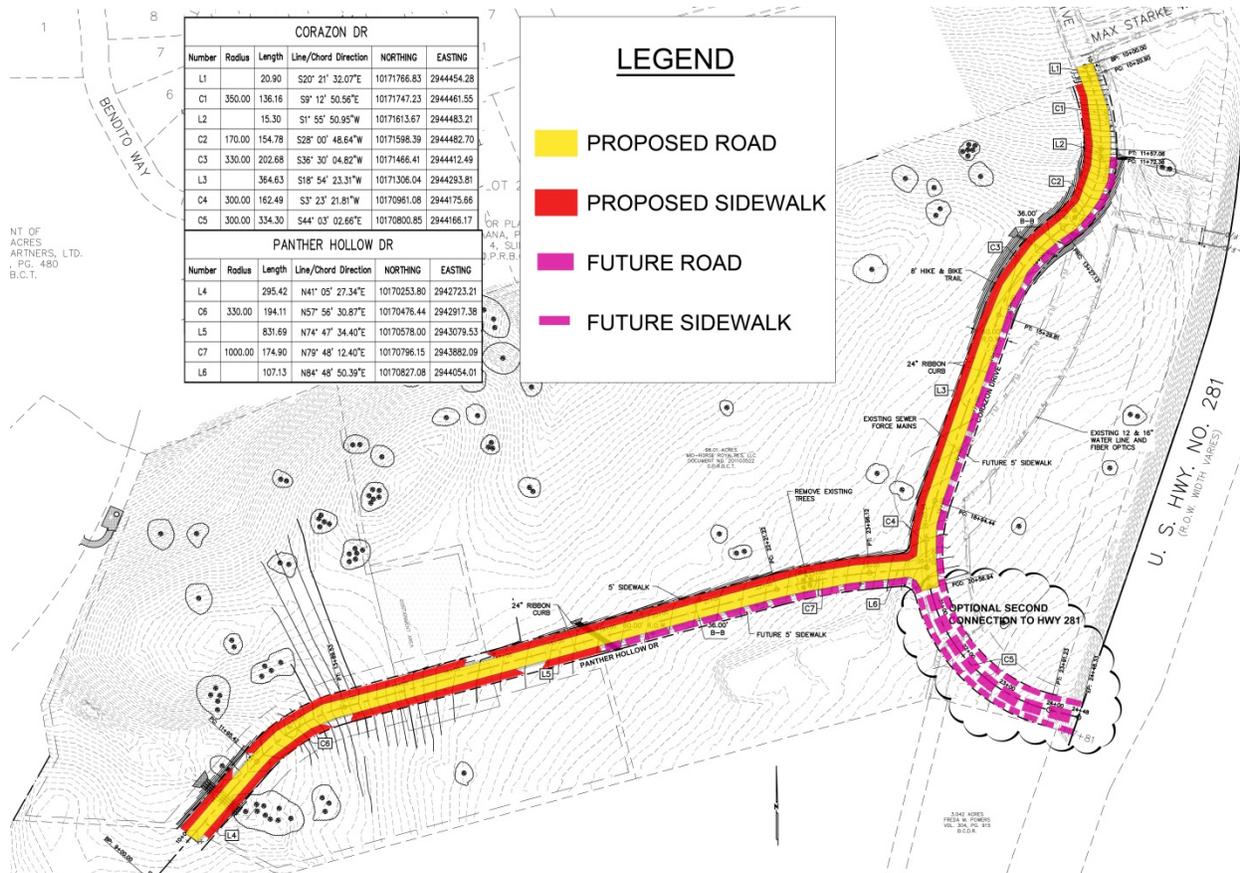
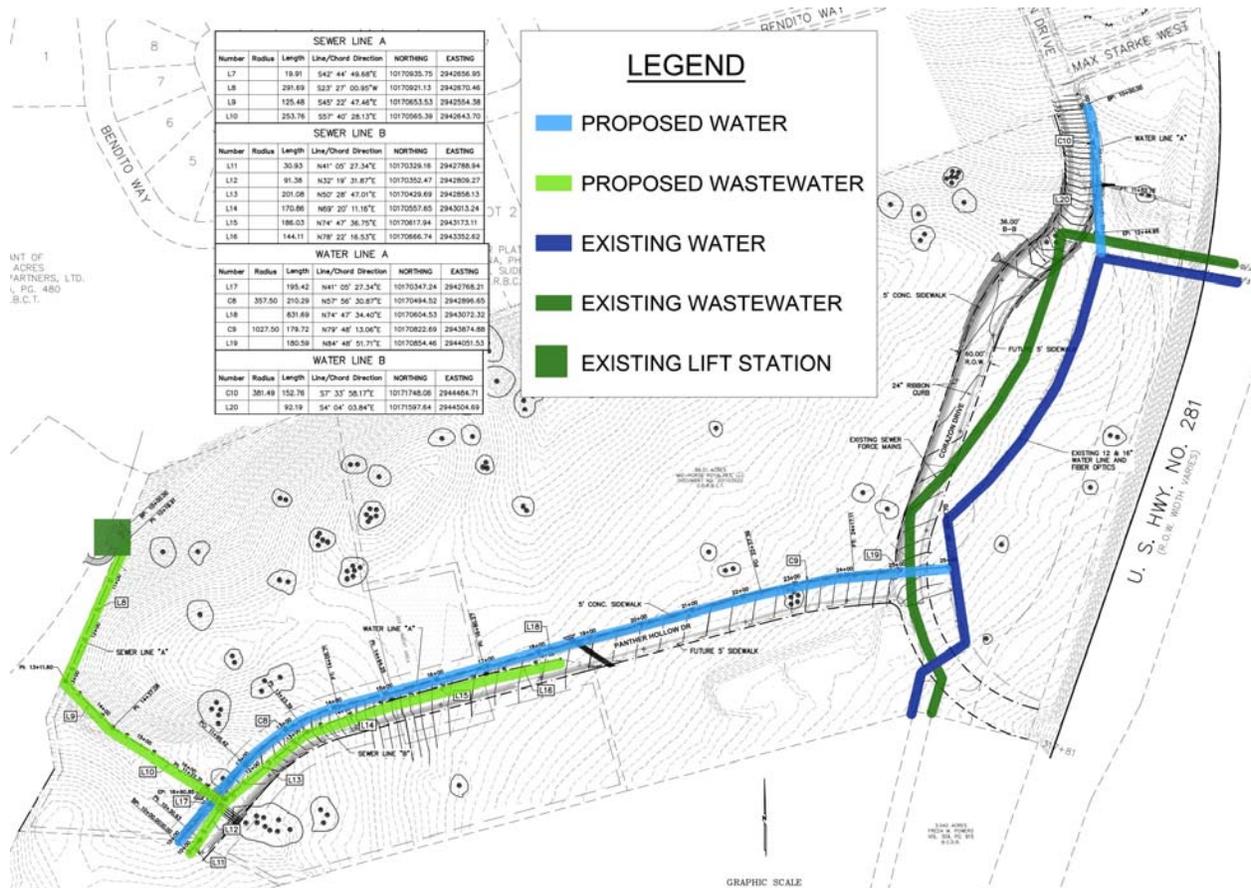


Figure S-1

Sidewalks - City standard subdivision requirements require the installation of a 5 foot sidewalk to be constructed at the time the street is built. The project is proposed to include the required five foot wide (5') pedestrian sidewalk on the north side of Panther Hollow Drive and west side of Corazon Drive, placed two feet (2') away from the street curb. A sidewalk is also

proposed on the south side of Panther Hollow Drive only along the boundary of the proposed lots, detailed in Figure S-1, pg 4.

Sidewalk Waiver/Suspension - The applicant has submitted a waiver/suspension request for the Subdivision Regulations, Section 829. Sidewalks, in order to defer the construction of the additional required 5 foot sidewalks on the south side of Panther Hollow, outside the platted lot area, and east side of Corazon Drive, detailed in Figure S-1, page 4. The applicant has requested to defer the construction of said sidewalks until lots along this span are platted and/or developed. This waiver/suspension request is the purpose for the two Commission findings/conditions and the third provision of their recommendation relating to the sidewalk waiver/suspension (applicant request on page 17).



Utilities – The proposed water and wastewater utility extensions are necessary to serve the proposed development and are depicted above. Design has been reviewed and approved by the City Engineer. The extension of the water main will tie in to the existing 12" water line parallel to US Hwy 281. The extension of the gravity sewer main from the existing lift station

will be extended to the eastern boundary of the proposed platted lots. At this time, further eastern extension of the gravity sewer main is not required; however the configuration of future phases/lots may require future sewer line extension(s).

The applicant has been diligently working with Texas Commission on Environmental Quality (TCEQ) staff to complete the lead remediation on the tract, in and near the Subject Area. They are in the final phases of receiving TCEQ approval to execute final abatement and containment of the lead during construction of the subdivision improvements.

Neighboring properties to the north are zoned General Commercial (C-3), Duplex (R-2), and Residential Townhouse (RT-3). Neighboring properties to the south are temporarily zoned Agricultural District (AG) or outside of the City Limit. All directly abutting properties are either undeveloped or are used for ranching/residential rural purposes.

RECOMMENDATION

Due to consistency with the Comprehensive Plan, the proposed plat meeting zoning district and subdivision regulations (subject to the Council's consideration of the waiver/suspension requests), and due to overall benefit of the proposed public improvements and the diversification of City Housing inventory, City Staff recommends approval of the Construction Plat and associated waivers/suspension subject to the following conditions and Commission conditions:

City Staff Conditions:

1. Geotechnical report be submitted and construction plans be updated with final revisions and based on findings of geotechnical report, subject to approval by the City Engineer.
2. That the continuation of Corazon Drive as a public street is approved an option subject to submittal and approval of design by City Engineer, and approval and permitting by the Texas Department of Transportation.

Planning and Zoning Commission, Findings and Conditions for approval:

1. The Commissions finds that the City and immediate phase of development will benefit from the construction of the sidewalk on the north side of Panther Hollow Drive and the west side of Corazon with this phase of construction connecting to the La Ventana subdivision;
2. The Commission finds that a sidewalk will be constructed both sides of Panther Hollow Drive spanning the frontage of both proposed lots within this phase of platting

demonstrates compliance with the intent of the Subdivision Regulations requiring a sidewalk on both sides of the street;

3. The Commission finds that based on the aforementioned performance of the development to construction sidewalks and the span of roadway construction, in conjunction with the remaining acres to be platted, render this situation unique and therefore substantiate the approval of a waiver/suspension allowing for deferment of sidewalk construction on the south side Panther Hollow Drive and east side of Corazon Drive until the development and/or platting occurs on the remaining acres or a portion thereof of unplatted area, the sidewalk shall be constructed across the proposed site/lot (phase/sub-phase) and connecting back to the sidewalks constructed within this phase of platting; and

Memo Contents:

- Construction Plat: **Pages 8 - 10**
- Estimate of Construction Costs: **Pages 11 - 12**
- Roadway Construction Plan: **Page 13**
- Utilities Construction Plan: **Page 14**
- Panther Hollow Apartment Homes Site Plan: **Page 15**
- Panther Hollow Apartment Homes Elevations: **Page 16**
- Applicant Waiver/Suspension Statement **Page 17**

Construction Plat (pg 2 of 3)

PANTHER HOLLOW SUBDIVISION

Being a 3.88 acre tract of land out of the A. Schroeter Survey No. 4, Abstract No. 1270, and the Guadalupe Flores Survey No. 7, Abstract No. 304, and being a 2.12 acre portion of a 3.20 acre tract of land, in a Special Warranty Deed with Vendor's Lien dated January 16, 2003, from Cynthia B. Darragh Leach, John William Leach and Stenshill Shooting Ranch, Inc. to Harst Capital Investments, LLC, of record in Volume 1121, Page 240, Official Public Records of Burnet County, Texas, and a 0.93 acre portion of a 4.50 acre tract of land, in a General Warranty Deed dated May 3, 2011, from Black Wolf Partners, Ltd. to Mid-Horse Royalties, LLC, of record in Document No. 20110520, Official Public Records of Burnet County, Texas, and a 0.83 acre portion of a 1.0815 acre tract of land, in a General Warranty Deed dated May 3, 2011, from Harst Capital Investments, LLC, to Mid-Horse Royalties, LLC, of record in Document No. 20110522, Official Public Records of Burnet County, Texas, said 3.88 acre tract being more particularly described herein by metes and bounds as follows:

LOT 1

BEGINNING at a 1/2" iron rod set with plastic cap stamped "DIS-5602", in the Northern boundary line of a tract of land, described as 80.650 acres, in a Partition Deed dated May 21, 2003, from the Estate of Ona Lou Roper, deceased, to Ellison Roper Land Corporation, of record in Volume 1153, Page 358, Official Public Records of Burnet County, Texas, in the Southern boundary line of said 80.650 acre Mid-Horse tract, for the Southern most corner hereof, WHENCE a 1/2" iron rod found at the Northwest corner of said 80.650 acre Ellison Roper tract, and a remnant corner of said 108.15 acre Mid-Horse tract bears S74°47'34" W, a distance of 71.41 feet,

THENCE N 62°32'23" W, crossing into said 108.15 acre Mid-Horse tract, a distance of 144.55 feet, to a 1/2" iron rod set with plastic cap stamped "DIS-5602", in the Southern Right of Way line of a proposed roadway tract, to be called Panther Hollow Drive, for the Western most corner hereof,

THENCE with the Southern Right of Way line of Panther Hollow Drive, the following three (3) courses and distances:

1. N 41°05'24" E, a distance of 165.11 feet, to a 1/2" iron rod set with plastic cap stamped "DIS-5602", at the point of curvature of a tangent curve to the right,
2. Northeast along said curve having a central angle of 33°42'20", a radius of 299.94 feet, an arc length of 176.45 feet, and a long chord of 175.92 feet bearing S 75°56'30" W, to a 1/2" iron rod set with plastic cap stamped "DIS-5602", to the point of tangency, and
3. N 74°47'34" E, a distance of 480.00 feet, to a 1/2" iron rod set with plastic cap stamped "DIS-5602", for the Northeast corner hereof,

THENCE S 19°12'26" E, a distance of 240.00 feet, 1/2" iron rod set with plastic cap stamped "DIS-5602", in the Northern boundary line of said 80.650 acre Ellison Roper tract, for the Southeast corner hereof,

THENCE S 74°47'34" W (S 74°47'34" W), with the Northern boundary line of said 80.650 acre Ellison Roper tract, a distance of 685.52 feet, to the POINT OF BEGINNING, and calculated to contain 3.88 acres,

LOT 2

Being an 8.75 acre tract of land out of the Guadalupe Flores Survey No. 7, Abstract No. 304, the Robert D. Moore Survey No. 603, Abstract No. 634, and the A. Schroeter Survey No. 4, Abstract No. 1270, and being a 7.91 acre portion of a 108.15 acre tract of land, in a General Warranty Deed dated May 3, 2011, from Harst Capital Investments, LLC, to Mid-Horse Royalties, LLC, of record in Document No. 20110522, Official Public Records of Burnet County, Texas, and a 0.84 acre portion of a 3.20 acre tract of land, in a Special Warranty Deed with Vendor's Lien dated January 16, 2003, from Cynthia B. Darragh Leach, John William Leach and Stenshill Shooting Ranch, Inc. to Harst Capital Investments, LLC, of record in Volume 1121, Page 240, Official Public Records of Burnet County, Texas, said 8.75 acre tract being more particularly described herein by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found, at the Southern most Southeast corner of a remnant tract of land out of 122.34 acres, described in a Substitute Trustee's Deed dated March 5, 2013, from Black Wolf Partners, Ltd. to the International Bank of Commerce, of record in Document No. 20130194, Official Public Records of Burnet County, Texas, the Northeast corner of a tract of land, described as 16.05 acres, in a Warranty Deed with Vendor's Lien dated July 21, 2011, from SN72 Investments, LLC, to Gregory K. Haley, of record in Document No. 20110647, Official Public Records of Burnet County, Texas, for the Northwest corner hereof,

THENCE N 09°03'08" E (N 09°03'23" E), with the Southern boundary line of said remnant of 122.34 acres, a distance of 370.20 feet (378.21), to a 1/2" iron rod found for the Northern most Northeast corner hereof, WHENCE a 1/2" iron rod found for reference bears N 36°40'29" E, a distance of 100.03 feet,

THENCE S 10°19'26" E, crossing said 108.15 acre Mid-Horse tract, a distance of 352.36 feet, to a 1/2" iron rod found at the Northwest corner of said 3.20 acre Harst Capital tract, for a remnant corner hereof,

THENCE N 77°17'19" E (N 77°17'40" E), with the Southern boundary line of said 108.15 acre Mid-Horse tract, a distance of 175.10 feet (175.07), to a 1/2" iron rod found for the Northeast corner of said 3.20 acre Harst Capital tract, and the Eastern most Northeast corner hereof,

THENCE S 12°49'17" E (S 12°49'20" E), with the Eastern boundary line of said 3.20 acre Harst Capital tract, a distance of 204.21 feet, to a 1/2" iron rod set with plastic cap stamped "DIS-5602", in the Northern Right of Way line of a proposed roadway tract, to be called Panther Hollow Drive, for the Eastern most Southeast corner hereof,

THENCE with the Northern Right of Way line of Panther Hollow Drive, the following three (3) courses and distances:

1. S 74°47'34" W, a distance of 201.34 feet to a 1/2" iron rod set with plastic cap stamped "DIS-5602", for the point of curvature of a tangent curve to the left,
2. Southwest along said curve having a central angle of 33°42'20", a radius of 339.94 feet, an arc length of 211.74 feet, and a long chord of 208.70 feet bearing S 75°56'30" W, to a 1/2" iron rod set with plastic cap stamped "DIS-5602", to the point of tangency, and
3. S 41°05'24" W, a distance of 190.51 feet, to a 1/2" iron rod set with plastic cap stamped "DIS-5602" for the Southern most Southeast corner hereof,

THENCE N 87°08'53" W, crossing said 108.15 acre Mid-Horse tract, a distance of 304.74 feet, to a 1/2" iron rod set with plastic cap stamped "DIS-5602", in the Eastern boundary line of said 16.05 acre Haley tract, for the Southwest corner hereof,

THENCE with the Eastern boundary line of said 16.05 acre Haley tract, the following three (3) courses and distances:

1. N 29°34'19" E (N 29°34'09" E), a distance of 137.75 feet, to a 1/2" iron rod set with plastic cap stamped "DIS-5602", for angle point,
2. N 09°40'32" W (N 09°40' W), a distance of 97.36 feet (97.33), to a 1/2" iron rod found for angle point, and
3. N 29°05'57" E (N 29°06" E), a distance of 502.70 feet (502.70), to the POINT OF BEGINNING and calculated to contain 8.75 acres

CONSTRUCTION PLAT
WITH 3.9 ACRES OF DEDICATED RIGHT OF WAY
PANTHER HOLLOW SUBDIVISION
A 12.63 ACRE SUBDIVISION OUT OF THE
GUADALUPE FLORES SURVEY NO. 7, ABSTRACT NO. 304
McKINNEY & WILLIAMS SURVEY NO. 1068, ABSTRACT NO. 625
AND A SCHROETER SURVEY NO. 4, ABSTRACT NO. 1270
CITY OF MARBLE FALLS, BURNET COUNTY, TEXAS
PAGE 2 OF 3

DANNY J. STARK, R.P.L.S.
650 Lyda Ranch Road
Bertram, Texas, 78605
Ph 512-756-4500
dannystark650@gmail.com

PRELIMINARY
THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE AND
SHALL NOT BE USED OR RELIED
UPON AS A FINAL SURVEY
DOCUMENT

PANTHER HOLLOW DRIVE

COMMENCING at a 1/2" iron rod set with plastic cap stamped "DIS-5602" at the Southeastmost corner of the herein described TRACT I,

THENCE N 62°32'23" W, with the Southwest boundary line of said TRACT I a distance of 144.55 feet to a 1/2" iron rod set with plastic cap stamped "DIS-5602" at the Westmost corner of said TRACT I for the Southeastmost corner and true POINT OF BEGINNING hereof,

THENCE [L4] N 71°50'52" W, a distance of 65.15 feet to a 1/2" iron rod set with plastic cap stamped "DIS-5602" at the Southeast corner of the herein described TRACT II for the Westmost corner hereof,

THENCE N 41°05'24" E, a distance of 190.50 feet to the point of curvature of a curve, to the right,

THENCE [C1] along said curve having a radius of 339.94 feet, a central angle of 33°42'20", and a chord of 208.70 feet bearing N 57°56'30" E, an arc distance of 211.74 feet, to a 1/2" iron rod set with plastic cap stamped "DIS-5602" for the point of tangency hereof,

THENCE N 74°47'34" E, at 201.34 feet passing a 1/2" iron rod set with plastic cap stamped "DIS-5602" at the Southeast corner of said TRACT II, in all a distance of 831.34 feet to a protruded point at the point of curvature of a curve to the right,

THENCE [C2] along said curve having a radius of 1,650.00 feet, a central angle of 10°01'17", and a chord of 179.92 feet bearing N 39°48'12" E, an arc distance of 180.15 feet to a protruded point for the point of tangency hereof,

THENCE [L5] N 44°48'51" E, a distance of 58.41 feet to the point of curvature of a curve, to the left,

THENCE [C3] along said curve having a radius of 25.00 feet, a central angle of 81°05'09", and a chord of 32.50 feet bearing N 44°16'15" E, an arc distance of 35.38 feet to a protruded point for the point of reverse curvature of a curve to the right,

THENCE [C4] along said curve having a radius of 330.00 feet, a central angle of 15°10'45", and a chord of 87.17 feet bearing N 11°19'00" E, an arc distance of 87.43 feet to a protruded point for the point of tangency hereof,

THENCE N 18°54'29" E, a distance of 364.63 feet to a protruded point for the point of curvature of a curve to the right,

THENCE [C5] along said curve having a radius of 300.00 feet, a central angle of 35°11'20", and a chord of 217.64 feet bearing N 30°30'05" E, an arc distance of 221.10 feet to a protruded point for the point of reverse curvature of a curve to the left,

THENCE [C6] along said curve having a radius of 140.00 feet, a central angle of 52°10'09", and a chord of 123.11 feet bearing N 29°04'49" E, an arc distance of 127.47 feet to a protruded point for the point of compound curvature of a curve to the left,

THENCE [C7] along said curve having a radius of 337.98 feet, a central angle of 22°27'36", and a chord of 131.61 feet bearing N 09°17'47" W, an arc distance of 132.46 feet to a 1/2" iron rod set with plastic cap stamped "DIS-5602" in the Southern boundary line of a tract of land called 20.77 acres (also called Lot 1, Block 1, La Ventana) as described in a Special Warranty Deed dated April 17, 2003, from Black Wolf Partners, Ltd. to First Baptist Church Marble Falls, of record in Volume 1143, Page 1031, Official Public Records of Burnet County, Texas, for the Northwest corner hereof,

THENCE [L1] N 70°34'08" E, with the Southern boundary line of said First Baptist Church tract, at 10.00 feet passing a 1/2" iron rod found at the Southeast corner of said First Baptist Church tract and the Southwest corner of Max Starke Dam Road, in all a distance of 60.00 feet to a 1/2" iron rod found in the Western boundary line of the tract of land called 1.25 acres in a Warranty Deed dated March 5, 2015, from Aestas Capital, LLC, to La Ventana Marble Falls Ventures, LP, of record in Document No. 20150353, Official Public Records of Burnet County, Texas, and the Southeast corner of said Max Starke Dam Road for the point of curvature of a curve to the right,

THENCE [C8] along said curve having a radius of 397.98 feet, a central angle of 22°27'36", and a chord of 153.85 feet bearing S 09°12'51" E, an arc distance of 154.82 feet to a protruded point in the Southern Right of Way line of a 100 foot wide Transmission Line Easement, at the Southwest corner of said 1.25 acre La Ventana tract, and the point of compound curvature of a curve to the right,

THENCE [C9] along said curve having a radius of 200.00 feet, a central angle of 52°09'59", and a chord of 175.87 feet bearing S 29°04'49" W, an arc distance of 182.09 feet to a protruded point for the point of reverse curvature of a curve to the left,

THENCE [C10] along said curve having a radius of 300.00 feet, a central angle of 35°11'20", and a chord of 181.37 feet bearing S 30°30'05" W, a distance of 184.25 feet to a protruded point for the point of tangency hereof,

THENCE S 18°54'29" W, a distance of 364.63 feet to a protruded point for the point of curvature of a curve to the left,

THENCE [C11] along said curve having a radius of 270.00 feet, a central angle of 56°05'59", and a chord of 401.61 feet bearing S 29°05'35" E, an arc distance of 452.86 feet to a protruded point in the Western Right of Way line of U. S. Highway 281, for the Southeastmost Northeast corner hereof,

THENCE [L2] S 18°54'24" W, with the Western Right of Way line of said Highway 281, a distance of 60.83 feet, to a concrete highway monument found in the Northern boundary line of a tract of land called 3.042 acres in a Warranty Deed dated November 24, 2009, from Helen Gail Wiley to Dianne Orlesh and husband, Joseph Michael Orlesh, Jr., of record in Document No. 200910613, Official Public Records of Burnet County, Texas, for the Southeastmost Southeast corner hereof and the point of curvature of a curve to the right,

THENCE [C12] along said curve having a radius of 330.00 feet, a central angle of 62°01'54", and a chord of 340.08 feet bearing N 45°00'39" W, an arc distance of 357.28 feet to a protruded point for the point of reverse curvature of a curve to the left,

THENCE [C13] along said curve having a radius of 25.00 feet, a central angle of 81°05'09", and a chord of 32.50 feet bearing N 54°37'52" W, an arc distance of 35.38 feet to a protruded point for the point of tangency hereof,

THENCE [L3] S 44°48'51" W, a distance of 58.41 feet to a protruded point at the point of curvature of a curve to the left,

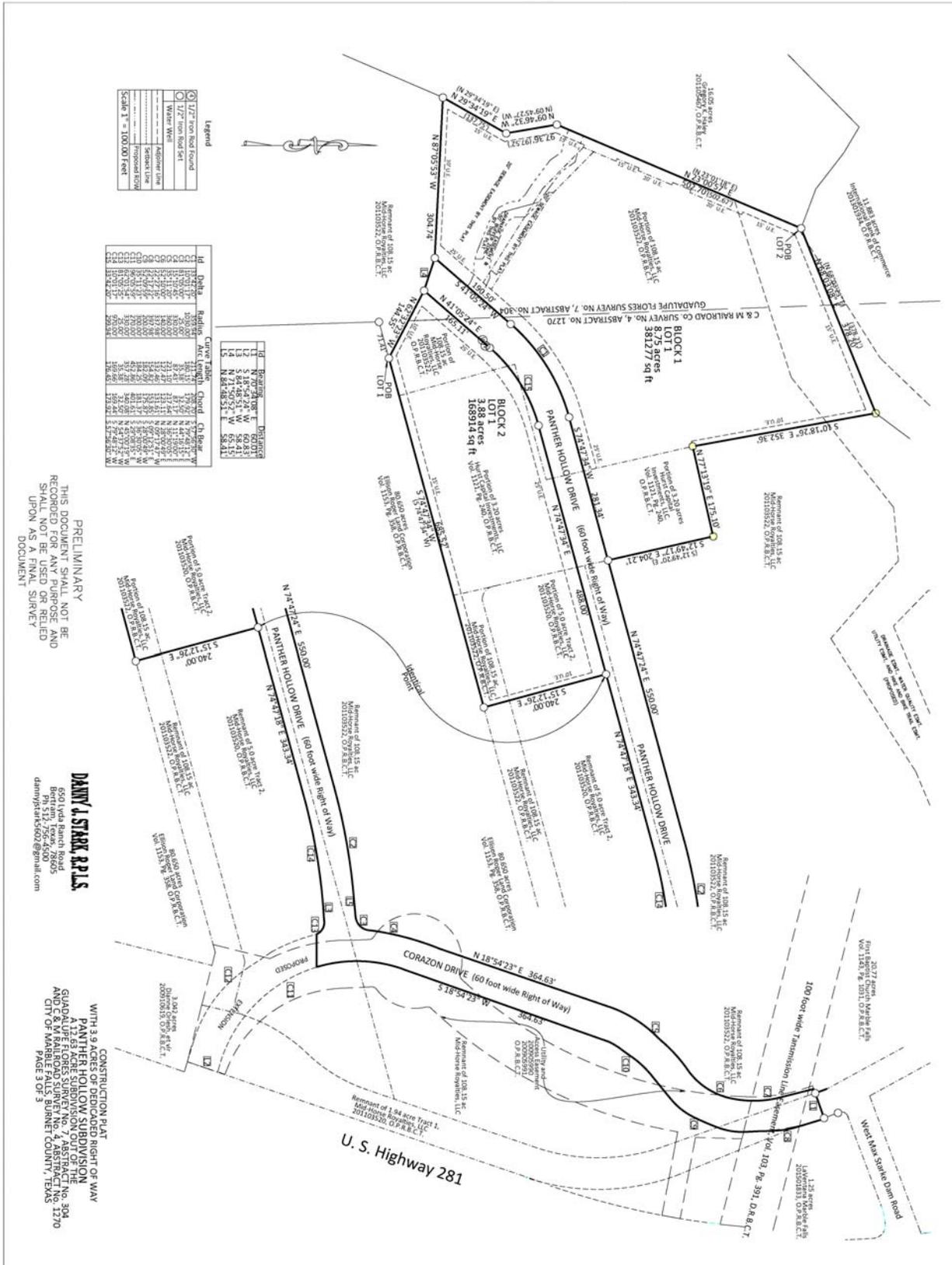
THENCE [C14] along said curve having a radius of 970.00 feet, a central angle of 10°01'17", and a chord of 169.44 feet bearing S 39°48'12" W, an arc distance of 169.66 feet to a protruded point for the point of tangency hereof,

THENCE S 74°47'34" W, at 201.34 feet passing a 1/2" iron rod set at the Northeast corner of said Tract I in all a distance of 831.34 feet to a 1/2" iron rod set at the point of curvature of a curve to the left,

THENCE [C15] along said curve having a radius of 299.94 feet, a central angle of 33°42'20", and a chord of 173.92 feet bearing S 57°56'30" W, an arc distance of 176.45 feet to a 1/2" iron rod set with plastic cap stamped "DIS-5602" for the point of tangency hereof,

THENCE S 41°05'24" W, a distance of 165.11 feet to the POINT OF BEGINNING and calculated to contain 3.90 acres

Construction Plat (pg 3 of 3)



Estimate of Construction Costs (pg 1 of 2)

ESTIMATE OF PROBABLE CONSTRUCTION COSTS FOR ROAD AND UTILITY EXTENSION MIDHORSE DEVELOPMENT MARBLE FALLS, TEXAS

GENERAL/DEMOLITION ITEMS

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
MOBILIZATION	1.0	LS	\$ 11,100.00	\$ 11,100.00
SAW CUT EXISTING PAVEMENT	36	LF	\$ 5.00	\$ 180.00
GENERAL/DEMOLITION ITEMS				\$ 11,280.00

ROADWAY IMPROVEMENTS

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
EXCAVATION	1,825	CY	\$ 12.00	\$ 21,900.00
EMBANKMENT	1,825	CY	\$ 6.00	\$ 10,950.00
8" FLEX BASE	2,195	CY	\$ 34.00	\$ 74,630.00
2" HMAG TYPE "D"	9,034	SY	\$ 13.00	\$ 117,442.00
24" RIBBON CURB	5,120	LF	\$ 12.75	\$ 65,280.00
ROADWAY IMPROVEMENTS				\$ 280,202.00

EROSION & SEDIMENT CONTROL ITEMS

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
STAGING AREA	1	EA	\$ 500.00	\$ 500.00
WASHOUT PIT	1	EA	\$ 500.00	\$ 500.00
TREE PROTECTION	11	EA	\$ 50.00	\$ 550.00
SILT FENCE	452	LF	\$ 3.50	\$ 1,582.00
REVEGETATION - BERMUDA HYDRO MULCH	12,171	SY	\$ 1.00	\$ 12,171.44
EROSION & SEDIMENT CONTROL ITEMS				\$ 15,303.44

WATER SERVICE EXTENSION

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
PIPE, PVC C900, DR18 - 12"	1900	LF	\$ 75.50	\$ 143,450.00
WET CONNECTION - 12"	3	EA	\$ 2,750.00	\$ 8,250.00
TRENCH SAFETY, ALL DEPTHS	1900	LF	\$ 1.00	\$ 1,900.00
GATE VALVES, 12" DIAMETER	5	EA	\$ 3,460.00	\$ 17,300.00
FIRE HYDRANTS	7	EA	\$ 4,550.00	\$ 31,850.00
AIR / VACUUM RELEASE VALVES	1	EA	\$ 2,300.00	\$ 2,300.00
SERVICE TAPS, COMMERCIAL	8	EA	\$ 2,070.00	\$ 16,560.00
SERVICE TAPS, COMMERCIAL FIRE	8	EA	\$ 3,150.00	\$ 25,200.00
PRESSURE TEST	1	LS	\$ 1,800.00	\$ 1,800.00
LEAKAGE TEST	1	LS	\$ 450.00	\$ 450.00
SYSTEM STERILIZATION	1	LS	\$ 1,350.00	\$ 1,350.00
WATER SERVICE EXTENSION				\$ 250,410.00

SEWER SERVICE EXTENSION

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
WASTEWATER LINE CONNECTION TO LS	1	EA	\$ 4,000.00	\$ 4,000.00
TRENCH SAFETY, ALL DEPTHS	1,586	EA	\$ 1.00	\$ 1,586.00
PIPE, 8" SDR-26 PVC GRAVITY	1,586	LF	\$ 70.00	\$ 111,020.00
MANHOLE 8 TO 8' DEPTH	8	LS	\$ 6,500.00	\$ 52,000.00
SEWER SERVICE EXTENSION				\$ 168,606.00

Estimate of Construction Costs (pg 1 of 2)

ESTIMATE OF PROBABLE CONSTRUCTION COSTS FOR ROAD AND UTILITY EXTENSION MIDHORSE DEVELOPMENT MARBLE FALLS, TEXAS

COMMUNICATIONS / ELECTRICAL IMPROVEMENTS

CONDUIT - 3" SCH. 40 PVC COMMUNICATION (2 COMM CONDUITS)	1825	LF	\$ 6.40	\$ 11,680.00
COMMUNICATIONS PULL BOX	35	EA	\$ 495.00	\$ 17,325.00
CONDUIT - 3" SCH. 40 PVC ELECTRICAL (3 ELECTRIC CONDUITS)	1825	LF	\$ 6.40	\$ 11,680.00
ELECTRICAL WIRE (PEC)	5475	LF	\$ 4.35	\$ 23,816.25
TRANSFORMERS (PEC) (1 PER 2 LOTS)	4	EA	\$ 1,215.00	\$ 4,860.00
ILLUMINATION LOW RISE DIRECTIONAL DOWN	26	LS	\$ 2,000.00	\$ 52,000.00
ELECTRICAL PULL BOX	4	EA	\$ 495.00	\$ 1,980.00
COMMUNICATIONS / ELECTRICAL IMPROVEMENTS				\$ 123,341.25

SUMMARY OF IMPROVEMENTS

GENERAL/DEMOLITION ITEMS	\$ 11,280.00
ROADWAY IMPROVEMENTS	\$ 290,202.00
EROSION & SEDIMENT CONTROL ITEMS	\$ 15,303.44
WATER SERVICE EXTENSION	\$ 250,410.00
SEWER SERVICE EXTENSION	\$ 168,606.00
COMMUNICATIONS / ELECTRICAL IMPROVEMENTS	\$ 123,341.25
TOTAL ESTIMATED COST	\$ 859,142.69
	
<p>NOTE: ESTIMATED QUANTITIES ARE BASED ON A COMBINATION OF PREVIOUS DESIGNS AND THE MOST RECENT PROPOSED SITE PLAN. QUANTITIES WILL LIKELY CHANGE AFTER FINAL DESIGN IS COMPLETE. PERMANENT WATER QUALITY STRUCTURES ARE NOT INCLUDED IN THIS ESTIMATE AND ARE ASSUMED TO BE CONSTRUCTED DURING SUBSEQUENT DEVELOPMENT.</p> <p>Wastewater Lines and Sidewalks are not anticipated to be required in this Phase.</p>	

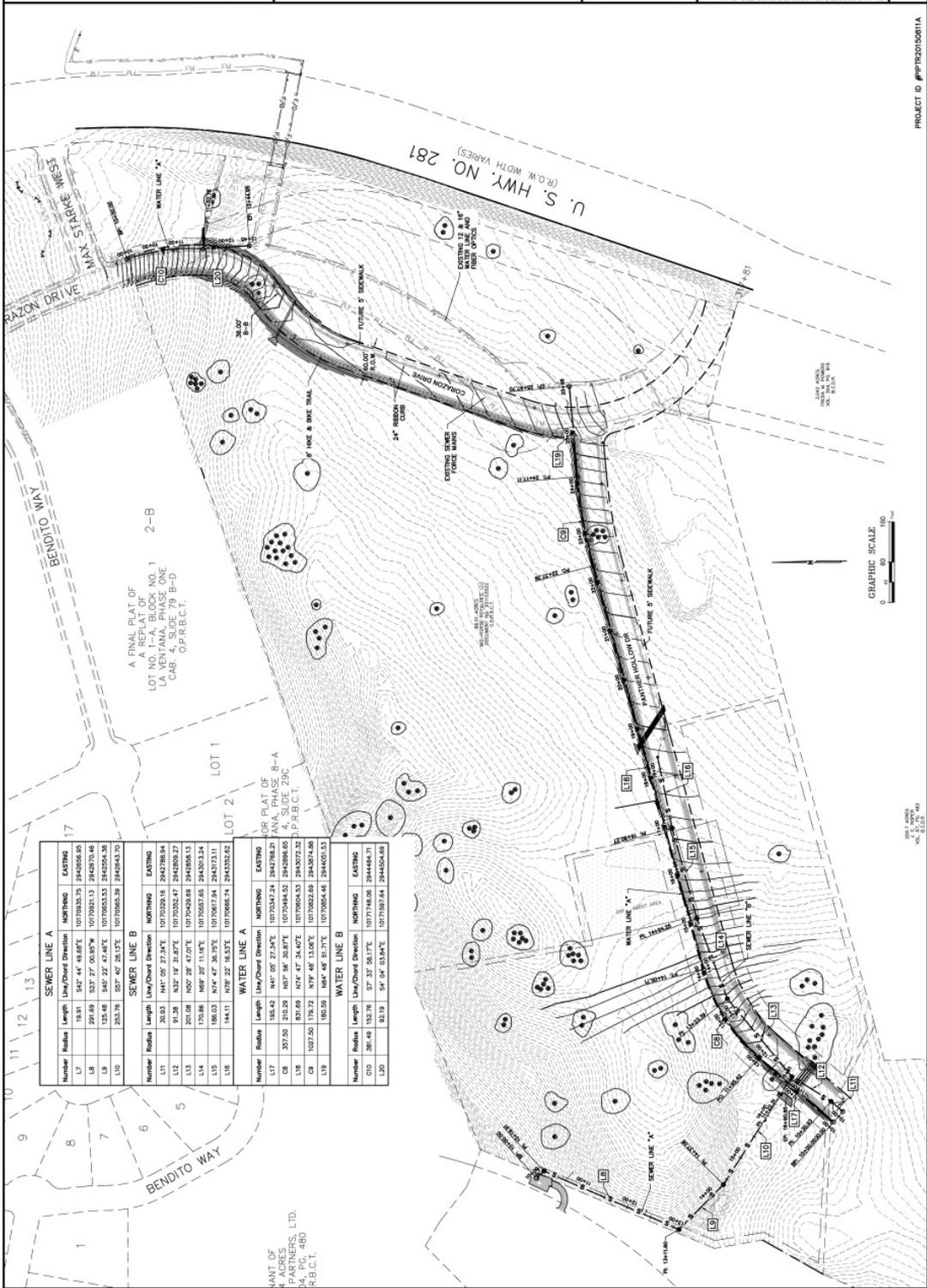
Utility Construction Plan

WILLIAM H ENGINEERING LLC
 222 SOUTHLAND DRIVE
 SUITE 100, TEXAS 75081
 PH 972-553-1555
 mh@whengineering.com
 TEXAS REGISTRATION # 17088



MIDHORSE LA VENTANA
 MARBLE FALL, TEXAS

This document is prepared for the project of **MIDHORSE LA VENTANA** located in the vicinity of **MARBLE FALL, TEXAS**.
 The project is scheduled for construction starting in **NOVEMBER 2013**.
 This document is prepared for **CONSTRUCTION** and is not to be used for any other purpose.



SEWER LINE A			
Number	Radius	Length	Line/Chord Direction
L7	15.81	52' 44"	49.56°E
L8	294.69	537' 27"	20.83°W
L9	125.48	347' 22"	47.46°E
L10	253.38	507' 40"	28.12°E

SEWER LINE B			
Number	Radius	Length	Line/Chord Direction
L11	30.83	141' 00"	27.24°E
L12	91.38	342' 19"	31.87°E
L13	201.08	607' 20"	47.01°E
L14	173.86	587' 20"	11.02°E
L15	158.03	574' 47"	26.72°E
L16	144.11	579' 22"	16.52°E

WATER LINE A			
Number	Radius	Length	Line/Chord Direction
W1	195.42	647' 00"	27.24°E
W2	307.50	710.29	16.77° 58"
W3	83.69	474' 47"	34.40°E
W4	1027.50	179.72	87° 48"

WATER LINE B			
Number	Radius	Length	Line/Chord Direction
W5	306.49	102.76	37' 33"
W6	54' 24"	43.84°E	

PLAN OF
 PARTNERS, LTD.
 24, P.C. 480
 R.B.C.T.

A FINAL PLAN OF
 RE-PLAT OF
 LOT NO. 1-A, BLOCK NO. 1
 LA VENTANA, PHASE ONE
 CASE NO. 79 B-D
 O.P.R.B.C.T.

U. S. HWY. NO. 281
 (R.O.W. WITH VARIATIONS)

RAZON DRIVE
 MAX STAPANE WEST

BENITO WAY

GRAPHIC SCALE
 0 50 100
 FEET

PROJECT ID: #P12R20100811A

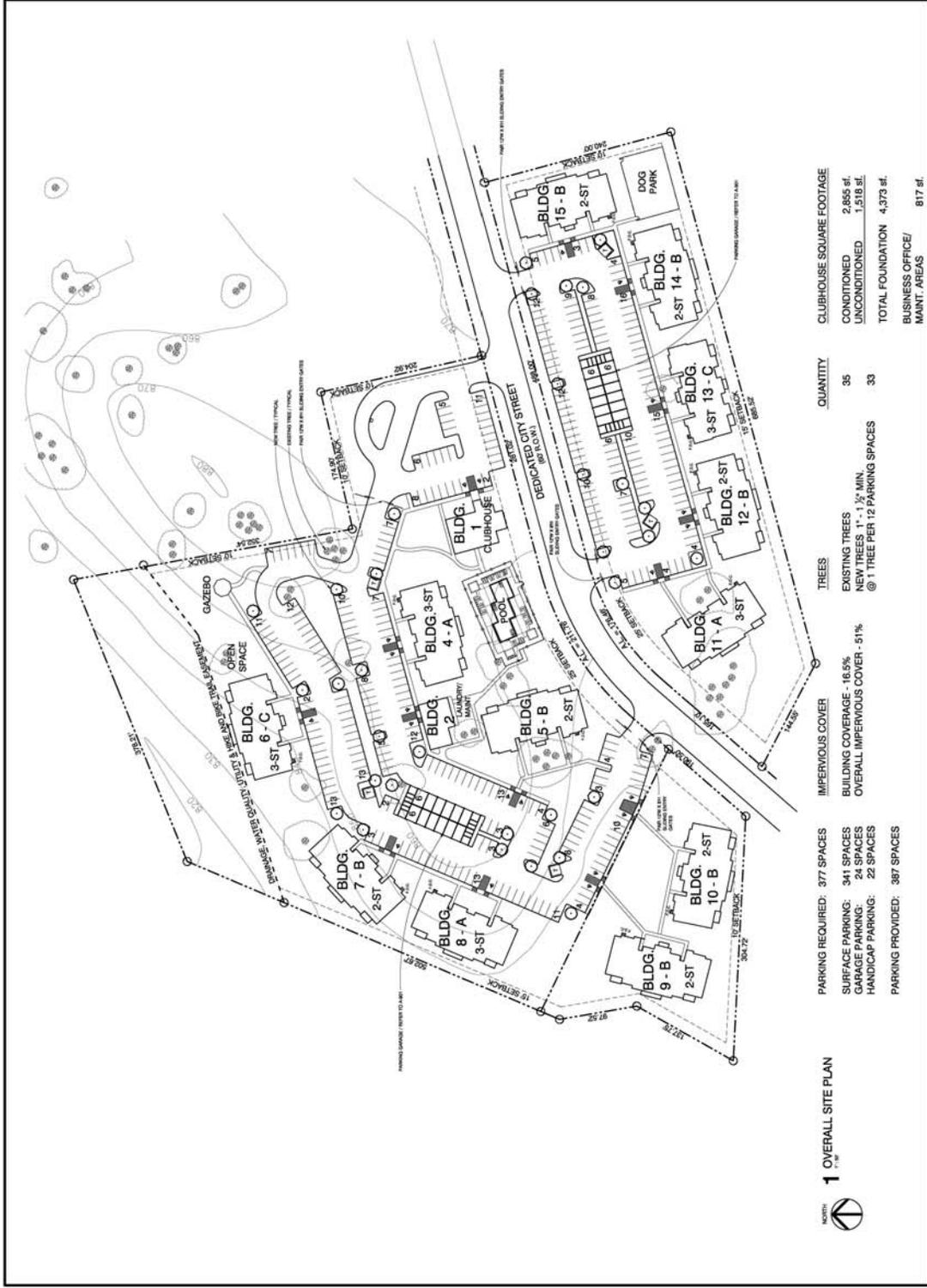
Approved Site Plan

PROJECT NO. 1502
 PREPARED FOR
 THE RESIDENCES AT PANTHER HOLLOW
 15020 W. BAYVIEW DRIVE, SUITE 100
 DALLAS, TEXAS 75244
 DATE: 08/15/2018
 SHEET NO. 1502-01

New Development
 Marble Falls, Texas
The Residences at Panther Hollow

RPK
 REGISTERED PROFESSIONAL ARCHITECT
 1577 HUNTERS CREEK ROAD, SUITE 200
 MARBLE FALLS, TEXAS 75748
 PHONE: 817.312.3218
 FAX: 817.312.3218
 WWW.RPKARCHITECTS.COM
 COUNTY: TARRANT COUNTY, TEXAS

AS-100
 OVERALL SITE PLAN



1 OVERALL SITE PLAN

IMPERVIOUS COVER	TREES	QUANTITY	CLUBHOUSE SQUARE FOOTAGE
BUILDING COVERAGE - 16.5%	EXISTING TREES	35	CONDITIONED 2,855 sf.
OVERALL IMPERVIOUS COVER - 51%	NEW TREES 1" x 1 1/2" MIN.	33	UNCONDITIONED 1,518 sf.
	@ 1 TREE PER 12 PARKING SPACES		TOTAL FOUNDATION 4,373 sf.
			BUSINESS OFFICE/ MAINT. AREAS 817 sf.

PARKING REQUIRED: 377 SPACES
 SURFACE PARKING: 341 SPACES
 GARAGE PARKING: 24 SPACES
 HANDICAP PARKING: 22 SPACES
 PARKING PROVIDED: 387 SPACES

Approved Building Elevations

Copyright 1971-2012 R/VK, Inc. Neither the printed document nor the digital media may be altered or amended without the express written permission of the named professional.



schematic design

The Residences at Panther Hollow
marble falls

745 e mulberry ave suite 601
marble falls, tn 37055
telephone : 210.733.3535
web: www.rvk-architects.com
Registered Architect
George P. Vaughn
2003

PRELIMINARY
This design document is
not to be used for regulatory approval,
permitting, or construction.

06/20/12

R/VK
architecture interior design landscape architecture

Applicant Waiver/Suspension Request –Sidewalks

Panther Hollow Apartments JV
P.O Box 8033
Horseshoe Bay, TX 78657

November 30, 2015

Caleb Kraenzel
Director of Development Services
City Of Marble Falls
801 Fourth Street
Marble Falls, TX 78654

Re: The Residences at Panther Hollow Apartments, Marble Falls, Texas
Construction Plat

Dear Caleb,

This letter shall serve as our request to waive and/or defer the following items for the Construction Plat:

A. Sidewalks

1. The sidewalks will be constructed in the city ROW on the proposed city street (Panther Hollow Drive). These sidewalks will be located along the South and North sides of Panther Hollow Drive within the subject property boundary survey lines and on the North side of Panther Hollow Drive east of the subject property and on the West side of Corazon Drive from the North side of Panther Hollow Drive to the North property line of the Mid Horse Property.
2. The construction of the additional sidewalk along the south side of Panther Hollow Drive and east of the subject property as well as along the east side of Corazon Drive will be deferred until such lots along such streets are platted.

Your consideration of these items is greatly appreciated.

Sincerely yours,



Bill M. Smyrl

Tel (214)886-7913

Email billmysrl@gmail.com



**City of Marble Falls, Texas
Council Agenda Item Cover Memo
January 5, 2016**

**Agenda Item: Executive Session
Prepared By: Christina McDonald, City Secretary
Department: Administration
Submitted By: Christina McDonald, City Secretary**

AGENDA CAPTION

**EXECUTIVE SESSION with the Marble Falls Economic Development Corporation
CLOSE OPEN SESSION AND CONVENE EXECUTIVE SESSION Pursuant to
§551.071 (*Private Consultation between the Council and its Attorney*) and Pursuant
to §551.072 (*Deliberation Regarding the Purchase, Exchange, Lease or Value of Real Property*)
of the Open Meetings Act. *Tex. Gov't Code*, Council will meet in Executive
Session to discuss the following:**

- **Discuss economic development projects associated with development of EDC owned and City owned property, including public right-of-way and easements.**

CERTIFICATION:

I hereby certify that I have reviewed the proposed topic for the Executive Session described herein and in my opinion, the Texas Open Meetings Act authorizes the Marble Falls City Council to meet in Executive Session and to deliberate regarding the subject matter contained in this cover memo.

Signed this _____ day of _____, 2016.

City Attorney