



**NOTICE OF MEETING**  
**GOVERNING BODY OF MARBLE FALLS, TEXAS**  
**Tuesday, January 7, 2020 – 6:00 pm**

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

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Notice is hereby given that on the 7<sup>th</sup> day of January 2020 the Marble Falls City Council will meet in regular session at 6:00 pm in the City Hall Council Chambers located at 800 3<sup>rd</sup> 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, PROCLAMATIONS AND RECOGNITIONS**
  - Update from the Marble Falls Economic Development Corporation. *Christian Fletcher, Executive Director*
  - Update from the Marble Falls Area EMS. *Johnny Campbell, Executive Director*
- 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 statement of fact regarding the item; a statement concerning the policy regarding the item or a proposal to place the item on a future agenda.*
- 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 3, 2019 regular meeting and the December 19, 2019 special meeting. *Christina McDonald, City Secretary*

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

- (a) Discussion and Action regarding approval of the contract for engineering services for rehabilitation of the original clarifier and expansion of the outgoing pumping capacity at the Water Treatment Plant. *Kacey Paul, City Engineer*
- (b) Discussion and Action on the approval of the dedication of two Aerial Electric Line Easements and Right-Of-Way by the City of Marble Falls to the Lower Colorado River Authority (LCRA). *Caleb Kraenzel, Assistant City Manager*
- (c) Discussion and Action regarding the annexation of Los Escondidos. *Mike Hodge, City Manager*

**8. CITY MANAGER'S REPORT**

- Update on Christmas Events

**9. EXECUTIVE SESSION**

**CLOSE OPEN SESSION AND CONVENE EXECUTIVE SESSION** pursuant to §551.07 (*Private Consultation between the Council and its Attorney*) and §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:

- Consultation with City Attorney regarding Los Escondidos Annexation
- Consultation with City Attorney regarding Buena Vista properties

**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, 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 posting at City Hall, in a place readily accessible to the general public at all times, on the 2<sup>nd</sup> day of January, 2020 at 10:30 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

**January 7, 2020**

**6. CONSENT AGENDA**

- (a) Approval of the minutes of the December 3, 2019 regular meeting and the December 19, 2019 special meeting. *Christina McDonald, City Secretary*
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STATE OF TEXAS  
COUNTY OF BURNET  
CITY OF MARBLE FALLS

On this the 3<sup>rd</sup> day of December 2019 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  
Richard Westerman Mayor Pro-Tem  
William (Dee) Haddock Councilmember  
Craig Magerkurth Councilmember  
Celia Merrill Councilmember  
Reed Norman Councilmember

**ABSENT:** Dave Rhodes Councilmember

**STAFF:** Mike Hodge City Manager  
Caleb Kraenzel Assistant City Manager  
Christina McDonald City Secretary  
Patty Akers City Attorney  
Baron Sauls Interim Director of Finance  
James Kennedy Director of Public Works  
Jay Everett Assistant Director of Public Works  
Mark Whitacre Chief of Police  
Kacey Paul City Engineer  
Erin Burks Downtown Coordinator  
Christian Fletcher EDC Executive Director  
Valerie Kreger Director of Development Services  
Russell Sander Fire Chief  
Tommy Crane Fire Marshal

**VISITORS:** John Kemper, Connie Swinney (The Highlander), Andrew Friedman (SAMCO), Gregory Miller (Bickerstaff, Heath, Delgado, Acosta), Rene Rosales (Planning and Zoning Commissioner), Jarrod Metzgar (Executive Director Marble Falls/Lake LBJ Chamber of Commerce), Mackenzie Wayman (Director of Tourism Convention and Visitor Center), Dan Cone (VFW #10376), Jim Weber, Lyndon and Sheila Crowson (618 Ave. E), Robert Adams (Engineer Plummer Associates), Susan Patten (LCRA Regional Affairs representative), Jeane Allison (511 7<sup>th</sup> Street), Alex Copeland (The Tribune), Leonard Vengaus ) 512 Broadway), Jim and Tori Weber (518 7<sup>th</sup> Street), Shane Weager

1. **CALL TO ORDER AND ANNOUNCE QUORUM IS PRESENT.** Mayor Packer called the meeting to order at 6:00 pm.

2. **INVOCATION.** Councilmember Merrill gave the invocation.
3. **PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES AND TO THE TEXAS FLAG.**  
Councilmember Haddock led the pledges.
4. **UPDATES, PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS**
  - **Update from the Mable Falls/Lake LBJ Chamber of Commerce.** Jarrod Metzgar, Executive Director provided the update.
  - **Update form the Marble Falls Convention and Visitor Bureau.** Mackenzie Wayman, Director of Tourism gave the update.
5. **CITIZEN COMMENTS.** Sheila Crowson (resident of Avenue E) addressed Council regarding the neighborhood concerns about increased traffic and speeding on their Street. Ms. Crowson stated that the neighborhood is part of the Historic Home Tour. Mayor Packer stated that staff has a Traffic Control Committee and that the item will be added to the committee's agenda and brought back to Council for an update in January. Dan Cone (VFW #10376)
6. **CONSENT AGENDA.**
  - (a) **Approval of the minutes of the November 18, 2019 special meeting and the November 19, 2019 regular meeting.**
  - (b) **Approval of a Final Plat for Gregg Ranch at Marble Falls, Phase One, City of Marble Falls, Burnet County, Texas.**

Councilmember Haddock made a motion to approve the consent agenda. Councilmember Merrill seconded the motion. The motion carried by a vote of -0.
7. **REGULAR AGENDA.**
  - (a) **Discussion and Action on Resolution 2019-R-12A authorizing the hiring of bond counsel on a contingency fee basis.** Baron Sauls, Interim Director of Finance introduced bond counsel. Councilmember Haddock made a motion to act favorably on Resolution 2019-R-12A. Mayor Pro-Tem Westerman seconded the motion. The motion carried by a unanimous vote (6-0).
  - (b) **Discussion and action on Ordinance 2019-O-12A authorizing the issuance of City of Marble Falls, Texas General Obligation Refunding Bonds in an amount not to exceed \$4,655,000; authorizing the refunding of certain outstanding obligations; levying a continuing direct annual ad valorem tax on all taxable property within the City for the Payment thereof and the assessment and collection of such taxes; creating a sinking fund for the redemption thereof; authorizing the sale thereof; authorizing an escrow**

**agreement; and enacting other provisions relating to such purposes.** Andrew Friedman (SAMCO) addressed Council. Mayor Pro-Tem Westerman made a motion to act favorably on Ordinance 2019-O-12A. Councilmember Haddock seconded the motion. The motion carried by a unanimous vote (6-0).

**6:50 pm Mayor Packer called for a 10-minute recess**

**7:05 pm Mayor Packer called the meeting back to order**

**(c) Discussion and Action on a Development Agreement Amendment between the City of Marble Falls, the Beata Trust and the Beatus Trust (Ag Owners) and John and Belinda Kemper (Homestead Owners).** Mike Hodge, City Manager addressed Council. Mayor Pro-tem Westerman made a motion to approve the Development Agreement Amendment as presented. The motion was seconded by Councilmember Merrill and carried by a vote of 5-1, with Councilmember Norman voting in opposition.

**(d) Discussion and Action regarding location of the proposed Wastewater Treatment Plant.** Kacey Paul, City Engineer introduced Robert Adams, PE (Plummer Associates) who addressed Council. After a presentation and some discussion, Councilmember Haddock made a motion to authorize staff to pursue design for a new 1.5 mgd wastewater treatment plant at the TLAP location and negotiate the purchase price of land from LCRA. Mayor Pro-Tem Westerman seconded the motion. The motion carried by a unanimous vote (6-0).

**(e) Discussion regarding the Lower Colorado River Authority (LCRA) correspondence regarding Lake Marble Falls.** Councilmember Dee Haddock led the discussion. Councilmember Haddock stated the City needs to continue to pursue action with LCRA and partner with other communities regarding dredging of Lake Marble Falls. Mike Hodge, City Manager stated city staff has a meeting scheduled with LCRA representatives in January 2020.

**8. CITY MANAGER'S REPORT.** City Manager Mike Hodge introduced Baron Sauls, Director of Finance. Mr. Hodge stated that Baron's official first day is January 6, 2020.

**9. EXECUTIVE SESSION**

**CLOSE OPEN SESSION AND CONVENE EXECUTIVE SESSION pursuant to §551.07 (*Private Consultation between the Council and its Attorney*), §551.072 (*Deliberation regarding the Purchase, Exchange, Lease or Value of Real Property*), and pursuant to §551.087 (*Deliberation Regarding Economic Development Negotiations*) of the Open Meetings Act. *Tex. Gov't Code*, Council will meet in Executive Session to discuss the following:**

- **Consultation with City Attorney regarding Kemper Annexation**
- **Consultation with City Attorney regarding Park Land Acquisition and Eminent Domain related to 110 Buena Vista Drive and 114 Buena Vista Drive**

8:10 pm Convened to Executive Session

8:38 pm Returned to Open Session

10. **RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ITEMS DISCUSSED IN EXECUTIVE SESSION.** No action taken.

11. **ANNOUNCEMENTS AND FUTURE AGENDA ITEMS.** It was noted a special meeting is scheduled for December 19, 2019 at 4:00 pm to award the bid for the Lakeside Pavilion HVAC system.

12. **ADJOURNMENT.** There being no further business to discuss, Councilmember Norman made a motion to adjourn. The motion was seconded by Mayor Pro-Tem Westerman. The meeting was adjourned at 8:40 pm.

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John Packer, Mayor

ATTEST:

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Christina McDonald, TRMC  
City Secretary

STATE OF TEXAS  
COUNTY OF BURNET  
CITY OF MARBLE FALLS

On this the 19<sup>th</sup> day of December 2019 the Council of the City of Marble Falls convened in special session at 4:00 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.

<b><u>PRESENT:</u></b>	John Packer	Mayor
	Richard Westerman	Mayor Pro-Tem
	Celia Merrill	Councilmember
	Reed Norman	Councilmember
	Dave Rhodes	Councilmember
<b><u>ABSENT:</u></b>	William (Dee) Haddock	Councilmember
	Craig Magerkurth	Councilmember
<b><u>STAFF:</u></b>	Mike Hodge	City Manager
	Caleb Kraenzel	Assistant City Manager
	Christina McDonald	City Secretary
	Patty Akers	City Attorney
	Baron Sauls	Interim Director of Finance
	James Kennedy	Director of Public Works
	Jay Everett	Assistant Director of Public Works
	Mark Whitacre	Chief of Police
	Kacey Paul	City Engineer
	Erin Burks	Downtown Coordinator
	Valerie Kreger	Director of Development Services
	Russell Sander	Fire Chief
	Lacey Dingman	Parks and Recreation Director
	Lewis Fincher	Parks and Recreation Superintendent
	Christian Fletcher	Executive Director Marble Falls EDC

**VISITORS:** Alex Copeland (Victory Media)

1. **CALL TO ORDER AND ANNOUNCE QUORUM IS PRESENT.** Mayor Packer called the meeting to order at 4:00 pm.
2. **INVOCATION.**
3. **PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES AND TO THE TEXAS FLAG.**

4. **UPDATES, PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS.** There were no updates, presentations, proclamations or recognitions.
5. **CITIZEN COMMENTS.** There were no citizen comments.
6. **CONSENT AGENDA.** There were no consent agenda items.
7. **REGULAR AGENDA.**
  - (a) **Discussion and Action on award of bid for removal and replacement of the Lakeside Pavilion HVAC System.** Parks and Recreation Director Lacey Dingman addressed Council. Ms. Dingman stated staff received two bids, both of which came in over the engineer's estimate, therefore staff's recommendation is to reject all bids. Councilmember Rhodes made a motion to reject both bids for removal and replacement of the Lakeside Pavilion HVAC system. The motion was seconded by Councilmember Norman and carried by a unanimous vote (5-0).
  - (b) **Consider and award contract for administrative consultant pre-award and post-award grant administration services for the FEMA Hazard Mitigation Assistance (HMA) grant applications for the Hazard Mitigation Grant Program (HMGP) and management of the grant and project(s) if funded by FEMA through the Texas Division of Emergency Management.** Russell Sander, Fire Chief addressed Council. Councilmember Merrill made a motion to award the contract to Langford Community Management. Councilmember Rhodes seconded the motion. The motion carried by a vote of 5-0.
  - (c) **Discussion and Action on authorizing the City Manager to negotiate a contract for Engineering Services for preparation of FEMA Hazard Mitigation Applications for drainage improvement projects and for low water crossing emergency warning systems and authorize the City manager to execute said contract.** Russell Sander, Fire Chief addressed Council. Councilmember Rhodes made a motion to authorize the City Manager to negotiate a contract with TRC Engineering, Inc. in the amount of \$4,941. Mayor Pro-Tem Westerman seconded the motion. The motion carried by a vote of 5-0.
8. **CITY MANAGER'S REPORT.** There was no City Manager report.
9. **EXECUTIVE SESSION**

**CLOSE OPEN SESSION AND CONVENE EXECUTIVE SESSION 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:**

  - **Discussion regarding LCRA Aerial Easement Acquisition**

4:25 pm Council convened to Executive Session

4:34 pm Council returned to Open Session

**10. RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ITEMS DISCUSSED IN EXECUTIVE SESSION.** No action was taken.

**11. ANNOUNCEMENTS AND FUTURE AGENDA ITEMS.** The next regular meeting is scheduled for January 7, 2020.

**12. ADJOURNMENT.** There being no further business to discuss, Councilmember Rhodes made a motion to adjourn. The motion was seconded by Councilmember Merrill. The meeting was adjourned at 4:35 pm.

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**John Packer, Mayor**

**ATTEST:**

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**Christina McDonald, TRMC  
City Secretary**

**13.**

**January 7, 2020**

**7. REGULAR AGENDA**

- (a) Discussion and Action regarding approval of the contract for engineering services for rehabilitation of the original clarifier and expansion of the outgoing pumping capacity at the Water Treatment Plant. *Kacey Paul, City Engineer*
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**Council Agenda Item Cover Memo**  
**January 7, 2020**

**Agenda Item No.:** 7(a)  
**Presenter:** Kacey Paul, P.E., City Engineer  
**Department:** Engineering  
**Legal Review:**

**AGENDA CAPTION**

Discussion and Action regarding approval of the contract for engineering services for rehabilitation of the original clarifier and expansion of the outgoing pumping capacity at the Water Treatment Plant.

**BACKGROUND**

This item is for consideration of approval of contract for engineering services for the Water Treatment Plant (WTP) Clarifier Repair and High Service Pump Upgrade.

The original clarifier for the water treatment plant need the interior structure replaced. The interior is corroded and failing. Equipment needs to be replaced to prevent service interruption.

Additionally, the high service pumps (the pumps that pump the treated water into the distribution system) of the plant are currently capable of pumping 3 MGD. This upgrade would provide pumping capability of the current treatment capacity of 4.8 MGD. This will also involve evaluation of what will be required for upgrading the high service pumps to 6.0 MGD, which is the ultimate plant capacity.

The current adopted CIP, 19-20, has an approved project for Water Treatment Plant Clarifier Repair & Pump Upgrade Design, \$125,000. The project also approved \$1,300,000 for construction, which should be forthcoming for approval in late spring. The project justification in the CIP states “the existing clarifier needs the interior structure replaced. The interior is corroded and failing. Equipment needs to be replaced to prevent service interruption. The effluent pumps of the plant are only capable of pumping 3 MGD and need to be upgraded to pump the capacity of the plant.”

The contract is for Trihydro Corporation to complete the design for the water treatment plant clarifier rehabilitation, high service pump evaluation and upgrade design, and bid phase services for \$129,588. The contract, scope, budget and proposed schedule for this project are included.

## **RECOMMENDATION**

Based on the current Capital Improvements Plan, and current condition of the Water Treatment Plant, City recommends approval of the contract for engineering services with Trihydro Corporation.

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Marble Falls ("City") and Trihydro Corporation ("Consultant").

In consideration of the mutual premises, covenants and Agreements herein contained, the parties agree as follows:

**Section 1.** City hereby engages Consultant, and Consultant hereby accepts such engagement, to provide professional planning and engineering services to the City as specified in Attachment "A" (the "Services"). Consultant shall perform the Services for the benefit of the City upon the terms and conditions contained in this Agreement.

### **Section 2. Term and Termination.**

(a) **Term.** The term of Consultant's engagement by City hereunder (the "Term") shall commence on the date of this Agreement and will continue in effect until completion of the Services, unless it is earlier terminated in accordance with this Section. The Services are anticipated to be performed by the Consultant within 5 months from notice to proceed from the City.

(b) **Termination.** This Agreement may be terminated prior to the end of the Term upon 10 days notice by either party for any or no reason. Such termination shall be effective 10 days following delivery and receipt, by the terminating party to the other party, of written notice of such termination. The City shall pay Consultant for services rendered and obligations incurred to date of termination and Consultant shall submit to the City all Project documents prepared to that point.

### **Section 3. Services.**

(a) **Scope of Services.** The Services shall include those items listed on Attachment A which is incorporated herein by reference for all purposes. In order for the Consultant to perform the Services, the City's obligation for providing information and support is also described in Attachment A. Attachment "A" describes all phases of the Services anticipated to be provided by the Consultant, including the work that will be given notice to proceed under the initial phase of services to be performed by Consultant, and the subsequent work that would be authorized by amendment to this contract.

(b) **Performance.** The Services, and other duties of Consultant hereunder shall be performed promptly upon request by City, and each phase or task to be performed by Consultant shall commence upon the receipt by Consultant of a written Notice to Proceed. The Consultant shall not undertake any work or portion of a task or phase prior to issuance by the City of a written Notice to Proceed for that task or phase of work. Consultant shall provide to the City, prior to commencing with the work, a task-by-task schedule of the Services to be performed, and will submit monthly updates to the schedule to the City to indicate progress on conducting the Services and adjustments to the work schedule. Engineer shall perform all services under this Agreement to the prevailing engineering professional standards consistent with the level of care and skill ordinarily exercised by members of the engineering profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action.

(c) **Additional Services.** If Consultant determines that services outside the scope of Attachment "A" ("Additional Services") are required or recommended, or that Consultant is being asked by City to perform services not covered by Attachment "A", Consultant shall notify City that such services are Additional Services, and the cost associated with their performance and receive approval to perform such Additional Services prior to undertaking them. Additional Services shall be performed at the professional rates listed in Attachment "B", or for a lump sum amount as agreed between the parties.

(d) **Consultant Responsibility.** Acceptance and approval of the work performed by Consultant or acceptance and approval of any report, document, or computer program by the City shall not constitute nor be deemed a release of the responsibilities and liability of Consultant for the accuracy and competency of Consultant's work products, computer programs, or other

documents, and services prepared/performed under this Agreement. No approvals or acceptances by or in behalf of the City shall be deemed to be an assumption of such responsibility by the City for any defect, error or omission in said work products, computer programs or other documents and services as prepared/performed by Consultant.

Consultant further agrees to correct documents or re-execute services as may be required when such documents or services required to be produced under this Agreement are found to be in error or contain defects or omissions at no additional costs to the City.

### **Section 4. Compensation.**

(a) **Fee.** In exchange for Consultant ongoing performance of the initial phase of Services associated with Attachment "A" and the other duties and obligations under this Agreement, City shall pay to Consultant a fee (the "Fee") not to exceed \$129,588.00. The Fee shall be the sole compensation due Consultant in connection with its rendition of the Services identified in Attachment "A". Payments to Consultant will be made by City from invoices submitted by the Consultant and shall be based on the percentage of the work performed by Consultant on the Project as of the date of the invoice. Invoices shall itemize the services performed between Base Services, Additional Services and expenses, as applicable. Invoices shall not be submitted more frequently than one time per month. Invoices are due and payable thirty (30) days after receipt by the City.

The Fee is to be paid on a not to exceed basis, in accordance to the schedule of values included in Attachment "B", to include any and all expenses that may be incurred by Consultant in the performance of the Services associated with this Agreement. City shall not be obligated to reimburse Consultant for any additional expenses incurred by Consultant in connection with Consultant's performance of such Services except in accordance with Section 3c of this contract. Subsequent amendments to this Contract may be executed by the City to authorize additional fees for the Consultant to provide the remainder of the Services in Attachment "A" that are not included in the initial Notice to Proceed, the schedule of value for which is shown in Attachment "C".

(b) **Taxes.** Consultant, and not City, shall be solely responsible for paying all required federal, state and local taxes related to any amounts received by Consultant pursuant to this Agreement. City shall not withhold OASDI, Medicare or any federal, state or local income or other tax, make unemployment insurance contributions or obtain workers' compensation insurance on behalf of Consultant.

(c) Payments on account of Consultant's Services shall be made to Consultant at its billing address indicated on the invoice, 30 days after invoice is received and approved for payment. Invoices for payment of Services shall not be submitted to City more frequently than once per month. Billing shall include documentation of cost of Services rendered during the previous month. Interest shall accrue on undisputed amounts which have not been and are past due, in accordance with the provisions of Section 2251.021 of the Texas Government Code, unless delay in payment is due to the fault of Consultant.

**Section 5. Independent Contractor.** Consultant shall at all times be an independent Consultant and nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, partnership or joint venture as between Consultant and City. Consultant shall have the entire charge, control and supervision of its performance of the Services. Consultant will not have any authority to incur any obligation or bind or commit City to any Agreement, contract, or commitment or to waive, modify, or amend any rights of City under any Agreement, contract, or commitment, except as expressly authorized in writing by City. City shall not in any manner be answerable or accountable for: (i) any violation by Consultant of any federal, state or local laws, regulations, ordinances, rules or orders; or (ii) for any injury, loss or damage arising from or out of any act or omission of Consultant.

**Section 6. Governing Law.** This Agreement and the respective rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts

of laws provisions. Venue and performance of this Agreement shall be in Burnet County Texas.

**Section 7. Successors and Assigns.** This Agreement and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the respective heirs, successors and assigns of the parties hereto; provided, however, that Consultant may not subcontract or assign this Agreement without the prior approval of City.

**Section 8. Severability and Waiver.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the parties and, in any event, the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto. No failure or delay by either the City or Consultant in enforcing any provision of this Agreement shall operate as a waiver.

**Section 9. Limitation of Damages.** UNDER NO CIRCUMSTANCES WILL CITY BE LIABLE TO CONSULTANT FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES.

**Section 10. Compliance with Law.** Consultant agrees that it shall at all times fully comply with all laws, statutes, ordinances, rules, regulations and orders applicable to the Services or this Agreement.

**Section 11 Insurance.** Consultant agrees to carry and maintain insurance in the following types and amounts for the duration of this Agreement.

(a) Workers' Compensation and Employers' Liability coverage for employees of Consultant, if any, with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 *et seq.* Tex. Rev. Civ. Stat.) and minimum policy limits for Employers Liability of \$100,000 bodily injury per accident, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee.

(b) Commercial General Liability with a minimum combined bodily injury and property damages per occurrence with a limit of \$500,000 for coverages A & B. The policy shall contain the following provisions:

1. Blanket contractual liability coverage for liability assumed under the Agreement and for all subcontracts.
2. City listed as an additional insured, endorsement CG 2010.
3. Thirty (30) day Notice of Cancellation in favor of the City, endorsement CG 0205.
4. Waiver of Transfer of Rights of Recovery Against Others in favor of the City, endorsement CG 2404.

(c) Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of City:

1. Waiver of Subrogation endorsement TE 2046A.
2. Thirty (30)-day Notice of Cancellation, endorsement TE 0202A.
3. Additional Insured, endorsement TE 9901B.

(d) Professional Liability – each claim made \$2,000,000.00

**Section 12 Indemnity.**

Consultant hereby expressly agrees to indemnify and hold harmless the City and the City's officers, agents and employees, from and against all expenses, claims, demands, costs, and causes of action, including reasonable attorney's fees for the defense of all claims and demands (collectively, "Costs"), to the extent directly caused by the negligent performance of Services in connection with this Agreement by Consultant, its officers, agents, employees and parties with whom it contracts, including Sub-Consultants, and from all Costs in connection with injury or property damages to the extent directly caused by the

negligent performance of Services under this Agreement by Consultant, its employees, agents, representatives and parties with whom it contracts, including Sub-Consultants.

**Section 13 Confidentiality.**

Consultant covenants and agrees that it shall not, at any time, directly or indirectly, divulge or disclose for any purpose whatsoever, confidential and proprietary information concerning the City that has been developed by the City, or obtained by Consultant from the City or disclosed to the Consultant by the City, as a result of the performance of the Consultant's work, duties and obligations under this Agreement. The parties stipulate that, as between them, the aforementioned matters are important, material, and confidential and gravely affect the effective and successful conduct of the business of the City and its goodwill, and that any breach of the terms of this section is a material breach of this Agreement. The parties further stipulate that no adequate remedy at law exists for a violation of this Section by Consultant and that therefore the City shall be entitled to injunctive relief against Consultant for such a violation. "Confidential and proprietary information" of the City shall include, but not be limited to, costs and pricing financial and technical information, ideas, designs, specifications, techniques, models, data, programs, documentation, processes, know-how, customer lists, marketing plans, and information discussed at any meetings in which the City is present. "Confidential Information" shall also include any individually identifiable information of Participants.

It is agreed that the provisions of this Section 13 shall be applicable and enforceable unless the terms and conditions of this Section 13 are expressly waived on behalf of the City and reduced to an instrument in writing signed by the City.

**Section 14. Ownership and Use of Documents**

Consultant agrees that items such as plans, drawings, photos, designs, studies, specifications, data, computer programs, schedules, technical reports, or other work products which is/are specified to be delivered under this Agreement, and which is/are to be paid for by the City, is/are subject to the rights of the City in effect on the date of execution of this Agreement. Subject to the last sentence in this section, these rights include the right to use, duplicate and disclose such items, in whole or in part, in any manner and for whatever purpose; and, to have others do so. If an item produced by Consultant is copyrightable, Consultant may copyright it, subject to the rights of the City. The City reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, modify and use such items and to authorize others to do so. Consultant shall mark all confidential or proprietary information as such prior to furnishing it to the City. Notwithstanding anything to the contrary contained herein, the City agrees that all rights and licenses afforded to the City in this section are limited to the use by the City exclusively for the City and not commercially or with an intent to profit from such information, and the City agrees to keep such information confidential from all parties not directly involved in the permitted use of such information unless required to release the information pursuant to the Texas Public Information Act, Chapter 552, Texas Government Code.

**Section 15. Notice**

Invoices and working documents may be hand delivered or sent by regular first class United States mail. Working documents, progress reports, computer documents, computer files, or computer software may be sent through electronic mail (e-mail). Except for the information and/or documents specified above, any notice required to be given pursuant to this Agreement shall be in writing and shall be either delivered personally to the party to be notified, or sent by registered or certified mail, first class postage prepaid, return receipt requested, addressed to the party to be notified at such party's address:

Marble Falls:

City of Marble Falls, Texas  
800 Third Street  
Marble Falls, Texas 78654  
Attn: \_\_\_\_\_

**Section 16. Entire Agreement.** This Agreement embodies the entire Agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous Agreements and

Section 16. Entire Agreement. This Agreement embodies the entire Agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous Agreements and understandings, oral or written, relating to said subject matter. This Agreement may not be amended or modified in any manner except by a written Agreement signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

**CITY OF MARBLE FALLS:**

By: \_\_\_\_\_  
Mike Hodge, City Manager

**CONSULTANT: TRIHYDRO CORPORATION**

By:  \_\_\_\_\_  
Jack G. Bedessem, P.E., President & CEO

Trihydro based the proposed scope of services per preliminary discussions with City personnel, a cursory site visit on November 8, 2019, and with knowledge and expertise of retrofitting a water treatment plant. Ideally a preliminary engineering report (PER) would be prudent for completing a detailed scope. However, as time is of the essence, this procedure is being omitted to expedite design. Due to this exclusion, Trihydro and its subconsultants will notify the City immediately of unknown conditions discovered during site investigations and design. If issues arise outside of stated scope details, Trihydro will reevaluate the matter and provide necessary modified scope and fee to the City for consideration.

#### Kick off Meeting / Plant Investigation

- Meet with City personnel to discuss project specifics of scope, cost, and schedule
- Discuss impacts of equipment fabrication/delivery time on construction schedule
- Gather outstanding plant information of drawings, maps, plans, reports, spare part inventory, etc. for the purpose of evaluating clarifier and high service pump issues
- Site visit with Trihydro, JRSA and City of City of Marble Falls personnel
- 1/2-day site visit to perform pump TDH testing

#### Preliminary Design Phase

##### *Clarifier Renovation*

- Initiate and maintain correspondence with TCEQ of clarifier upgrades
- Assess all outstanding documentation on the existing treatment plant and all information on the clarifier proposed for renovation
- Field survey of the existing plant for elevations of treatment units, piping and operational water surface elevations
- After the clarifier has been emptied, Trihydro will perform a structural analysis of the existing clarifier basin to identify any existing structural problems and any issues with the current configuration that would adversely affect the renovation design. Included in this analysis, Trihydro will determine if any piping modification will be required in the existing basin floor and ascertain the extent and ramifications of any proposed modifications. Cost estimate is based on no structural modifications to basin floor.
- The city has identified several possible leaks in the basin walls, as part of the preliminary engineering phase, Trihydro will provide recommendations for sealing existing leaks and optional architectural coatings for the exterior and interior clarifier walls
- Examination / analysis of potential clarifier equipment to be utilized in the renovation. This analysis will also include preliminary structural calculations/designs for the new clarifier perimeter walkways.
- Present to the City of Marble Falls information collected on possible equipment for clarifier renovation and a recommendation on preferred equipment. Final equipment selection to be determined by the City of Marble Falls
- Create preliminary design drawings for complete renovation of Clarifier, including a new perimeter catwalk

- Preliminary development of electrical and instrumentation design including the SCADA interface utilized by the City of Marble Falls
- Development of design drawings and project manual for City review and comment with a goal of the end of the second week of January 2020 at the 75% phase
- Submit 75% plans and project manual to TCEQ for review and comment
- 75% review meeting with City personnel to discuss project issues
- Incorporation of City comments into 95% design plans and specifications

#### *High Service Pump Station*

- Initiate and maintain correspondence with TCEQ of high service pump station improvements
- Assess existing hydraulic profile and elevation information
- Perform suction side calculations for high service pump(s) to determine if there will be any hydraulic constrictions through existing structures / piping that could impact the City's preferred peak flow of 4.8 million gallons per day (MGD) and full build out of 6.0 MGD
- Perform detailed TDH discharge calculations to determine the average, 4.8 MGD peak flow, and ultimate 6.0 MGD flow for an optimal pumping system
- Field examination of the existing electrical equipment to determine connections and locations for new MCC sections. Trihydro assumes electrical equipment related to improvements will fit existing system and incoming electrical service is adequate to meet improvements
- Examination of existing PID and SCADA system, review instrumentation / SCADA expectations with City of Marble Falls
- Field examination of the existing high service pump structure to identify any structural limitation that could impact the installation of proposed pumps
- Preliminary pump selection and layout
- Present to the City of Marble Falls collected information for determination of high service pump manufacturer. Final selection to be determined by the City of Marble Falls
- Submittal of 75% electrical and PID to City of Marble Falls for review and comment for a goal by the end of the second week of January 2020
- Development of design drawings and project manual for City review and comment with a goal of the end of the second week of January 2020 at the 75% phase
- Submit 75% plans and project manual to TCEQ for review and comment
- 75% review meeting with City personnel to discuss project issues to incorporate comments into 95% design

#### Final Design

- All clarifier and high service pump of 75% design to be incorporated in to final design
- 95% production of design plans and project manual for Clarifier Renovation and High Service Pump Installation
- Submittal to the City of Marble Falls for final review and comment

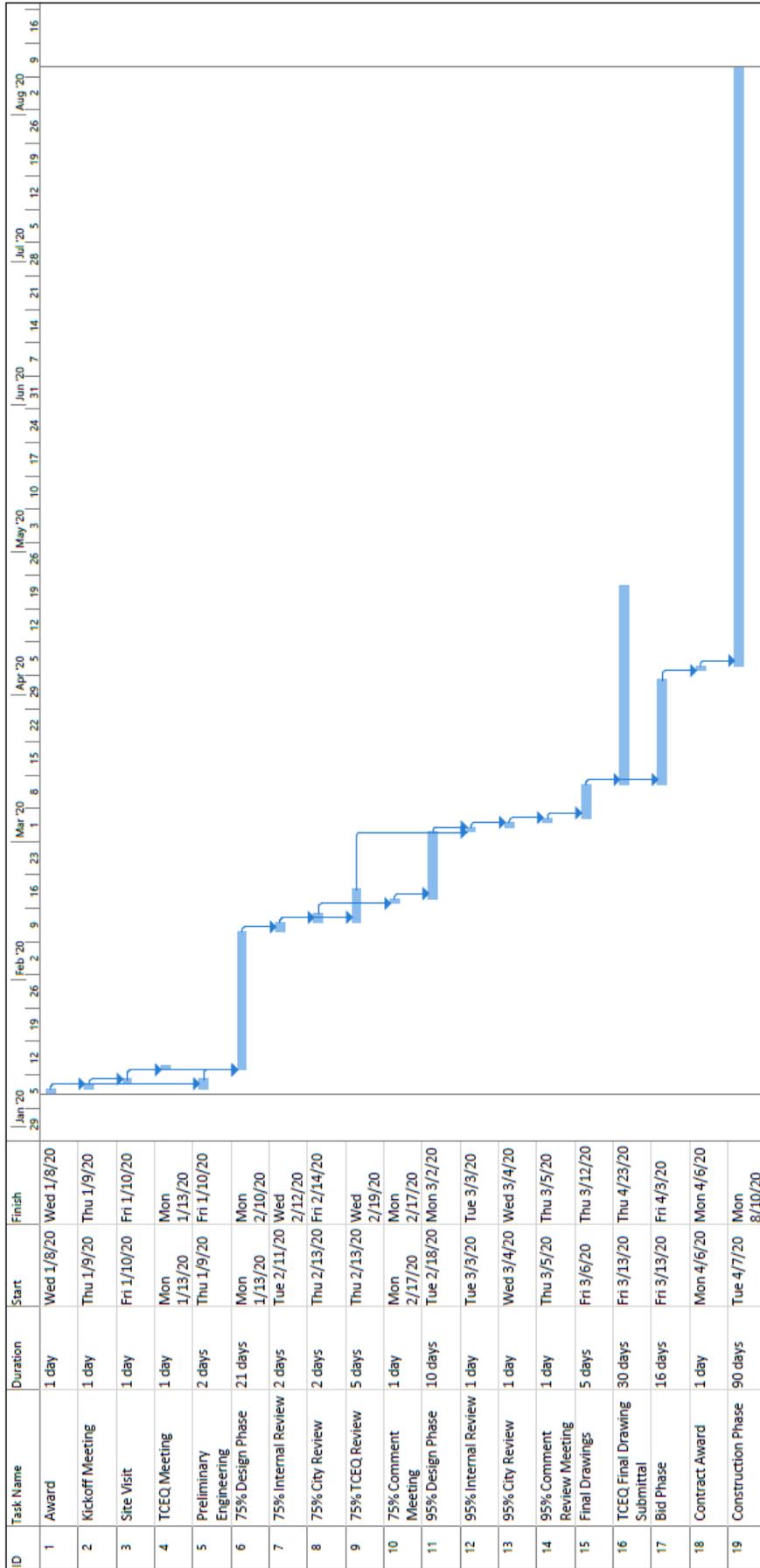
- Design meeting with City of Marble Falls to review comments and finalize project design phase of the project by end of January 2020
- Submittal of plans and project manual to TCEQ for final approval
- Create final design drawings and project manual for construction bids

#### Bid Phase

- Assist City of Marble Falls during the Bid Phase with the assumption of one single bid procedure
- Conduct pre-bid meeting with City, providing project scope overview and construction timeframe with milestone dates
- Issue addenda, as necessary
- Attend bid opening
- Review bids and make a recommendation to the City of Marble Falls for award of the Construction Contract
- Verify contract documents for the construction of the proposed improvements, including bonds and insurance

**FEE PROPOSAL**  
**PROFESSIONAL ENGINEERING SERVICES - WTP CLARIFIER/HSP IMPROVEMENTS**  
**CITY OF MARBLE FALLS**

TASK Task #	DESCRIPTION	FEE PROPOSAL								EXPENSES DIRECT REIMBURSABLES			Task Total	
		Professional Level 9	Professional Level 8	Professional Level 7	Professional Level 5	Professional Level 4	Professional Level 2	Technical Level 4	Labor Subtotal	Subcontracts (Labor, Equipment and Services)	Cost = 15%	Expenses Subtotal		
	Phase	\$170	\$156	\$125	\$110	\$125	\$110	\$95						
1	Kickoff Meeting / Plant Investigation	4	0	0	0	20	16	0	\$4,240	\$0	\$0	\$0	\$4,240	
2	Clarifier Preliminary Design	36	32	4	15	112	124	8	\$41,518	\$8,000	\$8,000	\$9,000	\$49,518	
3	High Service Pump Preliminary Design	28	16	0	5	84	84	0	\$27,450	\$16,000	\$16,000	\$16,000	\$43,450	
4	Final Design	2	40	0	0	56	80	0	\$22,140	\$0	\$0	\$0	\$22,140	
5	Bid Phase	12	0	0	0	32	32	0	\$3,670	\$0	\$0	\$0	\$3,670	
	Subtotal (Phase)	82	88	4	20	304	331	8	842	\$24,000	\$0	\$24,000	\$1,086,988	
	Subtotal (5)	\$13,940	\$13,200	\$620	\$2,200	\$36,000	\$33,960	\$760	\$105,599	\$24,000	\$0	\$24,000	\$129,599	
	Total (Phase)	82	88	4	20	304	336	8	842	\$24,000	\$0	\$24,000	\$1,216,588	
	Total (5)	\$13,940	\$13,200	\$620	\$2,200	\$36,000	\$34,960	\$768	\$105,598	\$24,000	\$0	\$24,000	\$129,598	



Project Clarifier - HSP Improvrm  
Date: Thu 12/15/19

Task Legend:

- Task: Solid blue bar
- Split: Dotted blue bar
- Milestone: Diamond symbol
- Summary: Thick black bar
- Project Summary: Blue bar with white outline
- Inactive Task: Grey bar with white outline
- Inactive Milestone: Grey diamond
- Inactive Summary: Grey bar with white outline
- Manual Task: Blue bar with white outline
- Duration-only: Blue bar with white outline
- Manual Summary Rollup: Blue bar with white outline
- Manual Summary: Blue bar with white outline
- Start-only: Blue bar with white outline
- Finish-only: Blue bar with white outline
- External Tasks: Blue bar with white outline
- External Milestone: Blue diamond
- Deadline: Blue bar with white outline
- Progress: Blue bar with white outline
- Manual Progress: Blue bar with white outline

**January 7, 2020**

**7. REGULAR AGENDA**

- (b) Discussion and Action on the approval of the dedication of two Aerial Electric Line Easements and Right-Of-Way by the City of Marble Falls to the Lower Colorado River Authority (LCRA). *Caleb Kraenzel, Assistant City Manager*
-



**Council Agenda Item Cover Memo**  
**January 7, 2020**

**Agenda Item No.:** 7(b)  
**Presenter:** Caleb Kraenzel, Assistant City Manager  
**Department:** Administration  
**Legal Review:**

**AGENDA CAPTION**

Discussion and Action on the approval of the dedication of two Aerial Electric Line Easements and Right-Of-Way by the City of Marble Falls to the Lower Colorado River Authority (LCRA).

**BACKGROUND INFORMATION**

This item is for the granting of two separate Aerial Electric Line Easements and Right of Way dedication to the Lower Colorado River Authority (LCRA).

The first aerial easement is required as a result of the LCRA tower that was relocated following the October 2018 flood and comprises a 0.48-acre tract along Backbone Creek on City park land.

The second aerial easement dedication consists of two separate tracks of land comprising 0.02-acre each in a 20' wide alley.

Staff has negotiated the dedication over the parkland and our request to include appropriate language permitting park improvements in the tract was granted by LCRA.

Staff recommends accepting LCRA's offer of \$78,266.00 for the aerial easements.

Attached please find the following supporting documentation:

- Electrical Line Plan and Profile
- Aerial Electric Line Easement and Right-of-Way for 0.48-acre tract
- Aerial Electric Line Easement and Right-of-Way for two 0.02-acre tracts



**RATIFIED AND SUPPLEMENTED  
AERIAL ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY**

**STATE OF TEXAS**

§

**COUNTY OF BURNET**

§

§

Transmission Line No. \_\_\_\_\_

Easement No. \_\_\_\_\_

**DATE:** \_\_\_\_\_, 20\_\_\_\_

**GRANTOR:** City of Marble Falls

**GRANTOR'S MAILING ADDRESS:** 800 3<sup>rd</sup> Street  
Marble Falls, Texas 78654-5728

**GRANTEE:** LCRA TRANSMISSION SERVICES CORPORATION, a Texas non-profit corporation

**GRANTEE'S MAILING ADDRESS:** P. O. Box 220  
Austin, Texas 78767

**CONSIDERATION:** Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

**EASEMENT PROPERTY:** A tract of land consisting of 0.48 acres, more or less, more particularly described in the attached **Exhibit A**, which includes field note description and plat, incorporated herein for all purposes.

**PROJECT:** Aerial electric transmission line or lines, consisting of a variable number and sizes of wires and circuits, and all necessary or desirable appurtenances, but not including any permanent towers, poles, guys, or other ground-based supporting structures. The Project may also include communication lines and facilities appurtenant to them.

GRANTOR, for the CONSIDERATION paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE an easement and right-of-way in, upon, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE'S successors and assigns forever. The Easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, patrolling, or repairing the PROJECT, or any part of the PROJECT, and making connections therewith.

GRANTEE shall have the right of ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated purposes. In the event that immediate access to the EASEMENT PROPERTY is not reasonably available over the EASEMENT PROPERTY, and only in that event, then GRANTEE shall have the right of ingress and egress over existing roads

across the adjacent or remainder property of GRANTOR for the purpose of obtaining such access. In the event that such access is not reasonably available over the EASEMENT PROPERTY and not available over existing roads, and only in that event, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR along any route that is reasonable and appropriate under the circumstances then existing in order to obtain such access. GRANTEE shall have the right to install and maintain appropriate gates along and in any fence, as necessary or appropriate for the exercise of GRANTEE'S right of ingress and egress on the EASEMENT PROPERTY or adjacent property of GRANTOR.

GRANTEE shall have the right to place new or additional wire or wires within the EASEMENT PROPERTY and to change the sizes and transmission voltages thereof. GRANTEE shall have the right to locate, relocate, or reconstruct the PROJECT within the EASEMENT PROPERTY. GRANTEE shall have the right to license, permit, or otherwise agree to the joint use or occupancy of the Easement by any other person or legal entity for the purposes set out herein.

In no event shall GRANTOR place or construct any temporary or permanent structure, equipment, or other object within the EASEMENT PROPERTY if such structure, equipment, or other object would extend higher than forty (40) feet above the current grade of the EASEMENT PROPERTY. Any structure, equipment, or other object placed or constructed within the EASEMENT PROPERTY must also be in compliance with the National Electrical Safety Code and any other applicable law or regulation. GRANTEE shall have the right to remove from the EASEMENT PROPERTY any structure, equipment, or other object that violates the National Electrical Safety Code or that violates the height restriction set out above. GRANTEE shall have the right to trim, chemically treat, and/or remove from the EASEMENT PROPERTY all trees, shrubs, and parts thereof that extend, or have the potential to extend, higher than forty (40) feet above the current grade of the EASEMENT PROPERTY. GRANTEE shall not be liable for damages caused by the removal of structures, equipment, trees, shrubs or other objects as permitted herein.

GRANTEE shall have the right to place temporary poles, guys, and supporting structures on the EASEMENT PROPERTY for use in erecting or repairing the PROJECT, but in no event shall GRANTEE have the right to place poles, towers, guys or other ground-based structures permanently on the EASEMENT PROPERTY. Notwithstanding anything to the contrary contained herein, GRANTEE shall have the right to leave the existing ground-based structure in place on the EASEMENT PROPERTY as of the DATE hereof until such time that GRANTEE removes the structure.

GRANTEE agrees that upon completion of construction of the PROJECT, GRANTEE shall remove and dispose of all debris, trash, and litter resulting from construction and shall restore the surface of the EASEMENT PROPERTY, as nearly as reasonably possible, to the condition in which the EASEMENT PROPERTY was found immediately before construction was begun; however, GRANTOR understands and agrees that vegetation cleared from the EASEMENT PROPERTY will not be replaced.

It is understood and agreed that the CONSIDERATION herein paid includes payment for all damages for the initial construction and ordinary operation and maintenance of the PROJECT. All parts of the PROJECT installed on the EASEMENT PROPERTY shall remain the exclusive property of GRANTEE.

GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to drill or excavate for minerals on the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE'S use of the EASEMENT PROPERTY.

GRANTOR acknowledges that prescriptive rights in the EASEMENT PROPERTY were acquired by continued adverse use of the EASEMENT PROPERTY since the construction of an electric transmission line by GRANTEE. GRANTOR hereby ratifies GRANTEE'S right to continue to use the EASEMENT PROPERTY for the purposes for which it was originally acquired and hereby supplements those rights as set out herein. This Ratified and Supplemented Easement and Right-of-Way is granted with the intent of clarifying and supplementing the purposes of the prescriptive easement in the EASEMENT PROPERTY only, without depriving GRANTEE of any rights previously acquired by virtue of the prescriptive easement.

The rights granted to GRANTEE in this Easement and Right-of-Way are assignable in whole or in part. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns.

GRANTOR warrants and shall forever defend the Easement to GRANTEE against anyone lawfully claiming or to claim the EASEMENT or any part thereof.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees and authorized agents of GRANTEE.

GRANTOR:  
City of Marble Falls

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF TEXAS**                    §  
   §  
**COUNTY OF \_\_\_\_\_**           §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ on behalf of City of Marble Falls, GRANTOR.

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

**AFTER RECORDING RETURN TO:**

LCRA Transmission Services Corporation  
c/o Lower Colorado River Authority  
P. O. Box 220  
Austin, Texas 78767-0220  
Attn: \_\_\_\_\_

EXHIBIT " A "

DESCRIPTION OF 0.48 ACRE TRACT OF LAND SITUATED IN THE WILLIAM C.M. BAKER SURVEY, ABSTRACT No. 124, BURNET COUNTY, TEXAS, SAID TRACT BEING A PORTION OF A 4.735 ACRE TRACT, COMPRISED OF A 3.681 ACRE TRACT (TRACT 2) AND A 1.054 ACRE TRACT (TRACT 1), DESCRIBED BY AGREED JUDGMENT TO CITY OF MARBLE FALLS, DATED JULY 1, 1998 AND RECORDED IN CAUSE No. 15,533 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS. THE PERIMETER OF SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** at a  $\frac{3}{8}$  inch iron rod with aluminum cap stamped "LCRA" set (Grid Coordinates: N 10175109.80 U.S. ft., E 2942154.13 U.S. ft.) for a point on the west boundary line of said Tract 1, also being on the east right of way line of Lake Shore Drive (Lake View Drive, per plat Volume Y, Page 535, Plat Records of Burnet County, Texas) for the southwest corner hereof, from which a  $\frac{1}{2}$  inch iron rod found bears S 28°19'45" W, a distance of 1,411.93, also a  $\frac{1}{2}$  inch iron rod found bears S 40°34'17" W, a distance of 30.40 feet;

**THENCE** N 28°37'31" E with the west boundary line of said Tract 1, same being the east right of way line of said Lake Shore Drive, a distance of 138.42 feet to a  $\frac{3}{8}$  inch iron rod with aluminum cap stamped "LCRA" set at the northwest corner of said Tract 1, also being the south bank of Back Bone Creek, for the northwest corner hereof, from which a  $\frac{1}{2}$  inch iron rod with plastic cap stamped "RPLS #1817" found bears N 51°18'42" W, a distance of 6.14 feet;

**THENCE** S 60°02'26" E with the north boundary line of said Tract 1, the south bank of Backbone Creek, and the 738 foot contour, a distance of 153.61 feet to a point being the northeast corner of said Tract 1, also being the west bank of the Colorado River, for the northeast corner hereof;

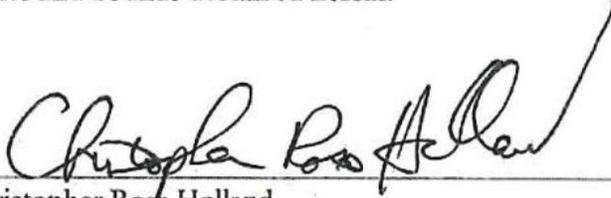
**THENCE** with the east boundary line of said Tract 1, the west bank of the Colorado River, and the 738 foot contour, the following two (2) courses and distances:

1. S 14°51'36" W, a distance of 51.45 feet to a point,
2. S 31°23'47" W, a distance of 70.99 feet to a point for the southeast corner hereof;

0.48 ACRE OF LAND  
W.C.M. BAKER SURVEY  
ABSTRACT No. 124  
BURNET COUNTY, TEXAS

PAGE 2 OF 4

THENCE N 66°17'28" W through the interior of said Tract 1, a distance of 162.98 feet to the POINT OF BEGINNING hereof, and containing 0.48 of an acre of land, more or less, within the metes and bounds described herein.



September 19, 2019

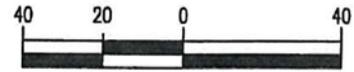
Christopher Ross Holland  
Registered Professional Land Surveyor No. 5575, State of Texas  
Lower Colorado River Authority  
3700 Lake Austin, Blvd., Austin, Texas 78703  
(512) 473-3200 [www.lcra.org](http://www.lcra.org)  
TBPLS Firm# 10152700



BEARING BASIS: Texas Lambert Grid, Central Zone, NAD 83/2011 – Epoch 2010  
Combined Scale Factor: 0.99987797 - All distances are surface values  
WORD File: T195006B-0010A.DOCX  
ACAD File: T195006B-0010A.DWG

W.C.M. BAKER SURVEY,  
ABSTRACT No. 124  
BURNET COUNTY, TEXAS

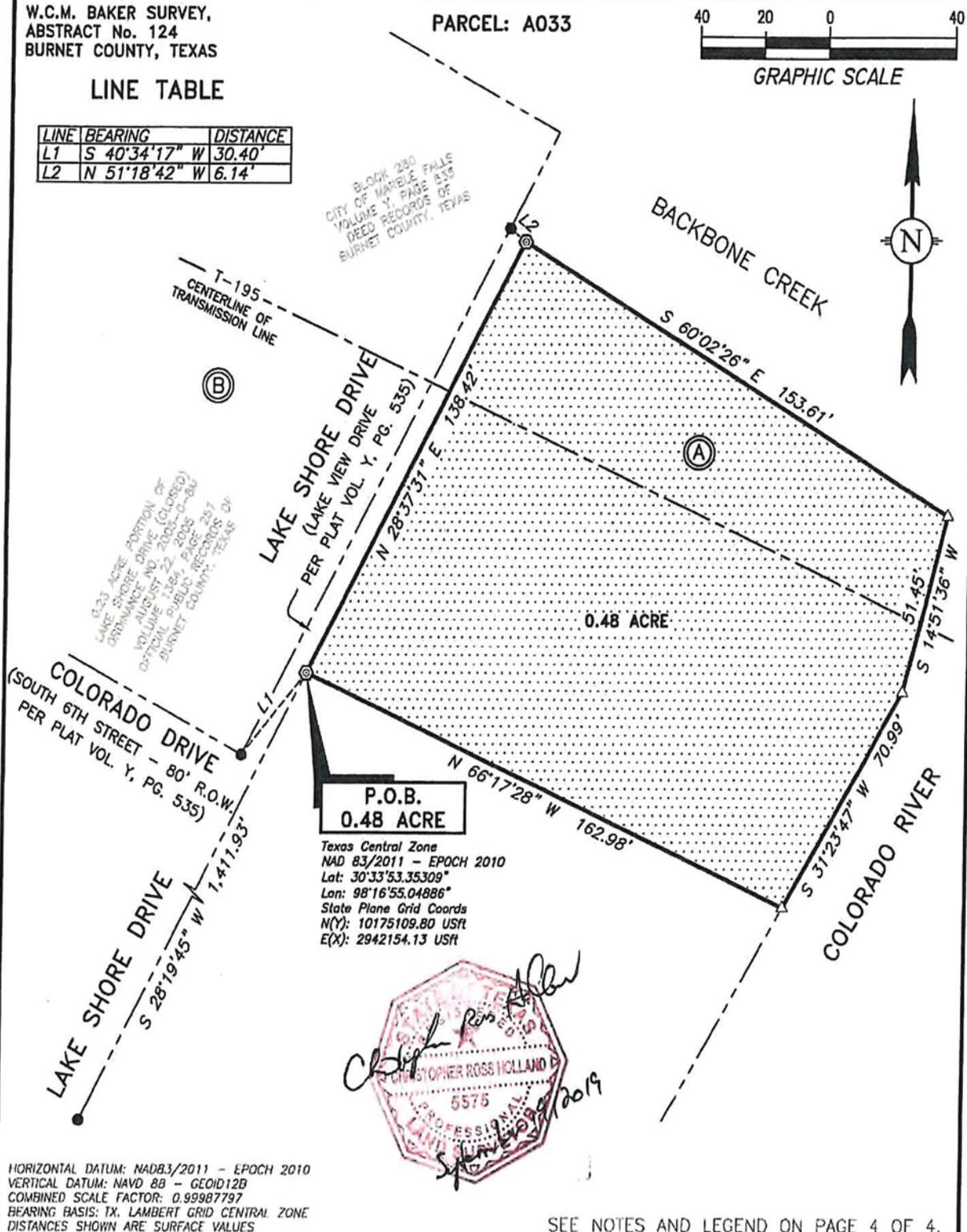
PARCEL: A033



GRAPHIC SCALE

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 40°34'17" W	30.40'
L2	N 51°18'42" W	6.14'



HORIZONTAL DATUM: NAD83/2011 - EPOCH 2010  
 VERTICAL DATUM: NAVD 88 - GEOID12B  
 COMBINED SCALE FACTOR: 0.99987797  
 BEARING BASIS: TX, LAMBERT GRID CENTRAL ZONE  
 DISTANCES SHOWN ARE SURFACE VALUES

SEE NOTES AND LEGEND ON PAGE 4 OF 4.

ACAD FILE: T195006B-0010A.dwg  
 WORD FILE: T195006B-0010A.doc  
 DATE: 9/16/2019  
 WO NO: 4665088  
 FIELD BOOK: 2019-03 PG. 70  
 DRAWN BY: BRC

PLAT TO ACCOMPANY DESCRIPTION OF A  
 0.48 ACRE TRACT OF LAND  
 LOCATED IN THE  
 W.C.M. BAKER SURVEY, ABSTRACT No. 124  
 BURNET COUNTY, TEXAS

T-195 TRANSMISSION LINE

**LCRA**  
 ENERGY-WATER-COMMUNITY SERVICES  
 3700 LAKE AUSTIN BLVD. AUSTIN, TX 78703  
 (512)473-3200 www.lcra.org  
 TBPLS FIRM# 10152700

W.C.M. BAKER SURVEY,  
ABSTRACT No. 124  
BURNET COUNTY, TEXAS

(A)

CITY OF MARBLE FALLS  
AGREED JUDGMENT  
TRACT 1  
1.054 ACRES  
JULY 1, 1998  
CAUSE NO. 15,533  
OFFICIAL PUBLIC RECORDS OF  
BURNET COUNTY, TEXAS

(B)

A REPLAT OF THE EAST  $\frac{1}{2}$  OF LOTS 1 THROUGH 4  
BLOCK 280 AND 0.23 ACRE PORTION OF LAKE SHORE  
DRIVE  
DECEMBER 13, 2005  
CABINET 3 SLIDE 196B  
PLAT RECORDS OF  
BURNET COUNTY, TEXAS

### LEGEND

- 1/2" IRON ROD FOUND
- ⊙ 5/8" IRON ROD WITH ALUMINUM  
CAP STAMPED "LCRA" SET
- ◆ 1/2" IRON ROD WITH PLASTIC CAP  
STAMPED "RPLS #1817" FOUND
- △ POINT

NOTE:

THE FOLLOWING EASEMENTS LISTED IN THE LIMITED TITLE CERTIFICATE PROVIDED BY LCRA, DATED 7/30/2019, DOES NOT AFFECT THE 0.48 ACRE TRACT:

1. TRANSMISSION LINE EASEMENT TO EMERY, PECK AND ROCKWOOD DEVELOPMENT COMPANY DATED JUNE 14, 1930 AND RECORDED IN VOLUME 1, PAGE 189 OF THE MISCELLANEOUS RECORDS OF BURNET COUNTY, TEXAS.
2. TRANSMISSION LINE EASEMENT TO EMERY, PECK AND ROCKWOOD DEVELOPMENT COMPANY DATED APRIL 8, 1931 AND RECORDED IN VOLUME 1, PAGE 327 OF THE MISCELLANEOUS RECORDS OF BURNET COUNTY, TEXAS.

HORIZONTAL DATUM: NAD83/2011 - EPOCH 2010  
VERTICAL DATUM: NAVD 88 - GEOID12B  
COMBINED SCALE FACTOR: 0.99987797  
BEARING BASIS: TX. LAMBERT GRID CENTRAL ZONE  
DISTANCES SHOWN ARE SURFACE VALUES

ACAD FILE: T195006B-0010A.dwg  
WORD FILE: T195006B-0010A.doc  
DATE: 9/16/2019  
WO NO: 4665088  
FIELD BOOK: 2019-03 PG. 70  
DRAWN BY: BRC

PLAT SHOWING TWO TRACTS OF LAND  
LOCATED IN THE  
W.C.M. BAKER SURVEY, ABSTRACT No. 124  
BURNET COUNTY, TEXAS  
T-195 TRANSMISSION LINE

**LCRA**  
ENERGY-WATER-COMMUNITY SERVICES  
3700 LAKE AUSTIN BLVD. AUSTIN, TX 78703  
(512)473-3200 www.lcra.org  
IBPLS FIRM# 10152700



GRANTOR hereby grants GRANTEE an aerial easement over the AERIAL EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE'S successors and assigns forever. GRANTEE shall use the air space above the AERIAL EASEMENT PROPERTY to provide for the clearance required during wind-induced displacement of wires situated within the EXISTING EASEMENT property. GRANTEE shall not be permitted to construct any structures on, or otherwise use the surface of, the AERIAL EASEMENT PROPERTY.

In no event shall GRANTOR place or construct any temporary or permanent structure, equipment, or other object within the AERIAL EASEMENT PROPERTY if such structure, equipment, or other object would extend higher than forty (40) feet above the current grade of the AERIAL EASEMENT PROPERTY. Any structure, equipment, or other object placed or constructed within the AERIAL EASEMENT PROPERTY must also be in compliance with the National Electrical Safety Code and any other applicable law or regulation. GRANTEE shall have the right to remove from the AERIAL EASEMENT PROPERTY any structure, equipment, or other object that violates the National Electrical Safety Code or that violates the height restriction set out above. Notwithstanding anything herein to the contrary, it is understood and agreed that any building or other improvement located on the AERIAL EASEMENT PROPERTY as of the date hereof and depicted on Exhibit A shall not be removed by GRANTOR so long as the height of such building or other improvement is not increased and the building or other improvement remains in its current configuration. GRANTEE shall have the right to trim, chemically treat, and/or remove from the AERIAL EASEMENT PROPERTY all trees, shrubs, and parts thereof that extend, or have the potential to extend, higher than forty (40) feet above the current grade of the AERIAL EASEMENT PROPERTY. GRANTEE shall not be liable for damages caused by the removal of structures, equipment, trees, shrubs or other objects as permitted herein.

All terms of the EXISTING EASEMENT are hereby ratified and shall remain in full force and effect, as amended hereby, and nothing herein shall be construed as depriving GRANTEE of any rights obtained in the EXISTING EASEMENT.

The rights granted to GRANTEE in this Easement Amendment are assignable in whole or in part. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns.

GRANTOR warrants and shall forever defend the Easement Amendment to GRANTEE against anyone lawfully claiming or to claim the AERIAL EASEMENT PROPERTY or any part thereof.

**GRANTOR:**  
City of Marble Falls

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENTS**

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF \_\_\_\_\_**           §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by \_\_\_\_\_, \_\_\_\_\_ on behalf of the City of Marble Falls  
GRANTOR.

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

**GRANTEE:**  
**LCRA Transmission Services Corporation**  
a Texas non-profit corporation

By: \_\_\_\_\_  
Mark Sumrall  
Authorized Agent

**ACKNOWLEDGMENTS**

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF TRAVIS**               §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
Mark Sumrall, Authorized Agent of LCRA Transmission Services Corporation, a Texas non-profit  
corporation, on behalf of said corporation.

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

A036

0909-3

**After recording, return to:**

LCRA Transmission Services Corporation  
c/o Lower Colorado River Authority  
P. O. Box 220  
Austin, Texas 78767-0220  
Attn: \_\_\_\_\_

EXHIBIT " A "

DESCRIPTION FOR TWO TRACTS OF LAND SITUATED IN THE WILLIAM C.M. BAKER SURVEY, ABSTRACT No. 124, BURNET COUNTY, TEXAS, SAID TRACTS BEING A PORTION OF A 20 FOOT WIDE ALLEY, BLOCK 280, CITY OF MARBLE FALLS, RECORDED IN VOLUME Y, PAGE 535 OF THE DEED RECORDS OF BURNET COUNTY, TEXAS. THE PERIMETER OF SAID TRACTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1 – 0.02 ACRE

**BEGINNING** at a  $\frac{5}{8}$  inch iron rod with aluminum cap stamped "LCRA" set (Grid Coordinates: N 10175315.59 U.S. ft., E 2942008.84 U.S. ft.) for a point on the west boundary line of said Alley, same being the east boundary line of Lot 10, Block 280 of said City of Marble Falls plat, being part of the east  $\frac{1}{2}$  of Lot Nos. 7, 8, 9, 10, 11 and 12, of said Block 280 referenced in the deed from Michael Daidone to Stanley T. Kmiecik and Winifred E. Kmiecik dated April 21, 2008, and recorded in Document No. 200804619 of the Official Public Records of Burnet County, Texas, for the southwest corner hereof, from which a  $\frac{1}{2}$  inch iron rod with plastic cap stamped "Cuplin" found bears S 28°31'10" W, a distance of 141.55 feet and N 61°07'36" W, a distance of 70.00 feet;

**THENCE** N 28°31'10" E with the west boundary line of said Alley, same being the east boundary line of said Lots 9 and 10, a distance of 50.18 feet to a point (inundated in Backbone Creek) for the northwest corner hereof;

**THENCE** S 66°17'28" E through the interior of said Alley, a distance of 20.07 feet to a point (inundated in Backbone Creek) on the east boundary line of said Alley, same being the west boundary line of Lot 4 of said City of Marble Falls plat, being part of the west 70' of Lot Nos. 1, 2, 3 and 4, Block 280, in said City of Marble Falls referenced in the deed from Austin Ray Weber and wife, Meredith Weber to Michael G. Baggett and wife, Mary A. Baggett, dated December 30, 2011, and recorded in Document No. 201200005 of the Official Public Records of Burnet County, Texas, for the northeast corner hereof;

**THENCE** S 28°31'10" W with the east boundary line of said Alley, same being the west boundary line of said Lots 3 and 4, a distance of 50.18 feet to a  $\frac{5}{8}$  inch iron rod with aluminum cap stamped "LCRA" set for the southeast corner hereof;

**THENCE** N 66°17'28" W through the interior of said Alley, a distance of 20.07 feet to the **POINT OF BEGINNING** hereof, and containing 0.02 of an acre of land, more or less, within the metes and bounds described herein.

TRACT 2 – 0.02 ACRE

**BEGINNING** at a 5/8 inch iron rod with aluminum cap stamped “LCRA” set (Grid Coordinates: N 10175200.96 U.S. ft., E 2941946.55 U.S. ft.) for a point on the west boundary line of said Alley, same being the east boundary line of Lot 12, for the southwest corner hereof, from which a 1/2 inch iron rod with plastic cap stamped “Cuplin” found bears S 28°31’10” W, a distance of 11.10 feet and N 61°07’36” W, a distance of 70.00 feet;

**THENCE** N 28°31’10” E with the west boundary line of said Alley, same being the east boundary line of said Lots 11 and 12, a distance of 50.18 feet to a 5/8 inch iron rod with aluminum cap stamped “LCRA” set for the northwest corner hereof;

**THENCE** S 66°17’28” E through the interior of said Alley, a distance of 20.07 feet to a 5/8 inch iron rod with aluminum cap stamped “LCRA” set on the east boundary line of said Alley, same being the west boundary line of said Lot 2, for the northeast corner hereof;

**THENCE** S 28°31’10” W with the east boundary line of said Alley, same being the west boundary line of said Lots 1 and 2, a distance of 50.18 feet to a 5/8 inch iron rod with aluminum cap stamped “LCRA” set for the southeast corner hereof;

**THENCE** N 66°17’28” W through the interior of said Alley, a distance of 20.07 feet to the **POINT OF BEGINNING** hereof, and containing 0.02 of an acre of land, more or less, within the metes and bounds described herein.

*Christopher Ross Holland*

*August 8, 2019*

Christopher Ross Holland  
Registered Professional Land Surveyor No. 5575, State of Texas  
Lower Colorado River Authority  
3700 Lake Austin, Blvd., Austin, Texas 78703  
(512) 473-3200 www.lcra.org  
TBPLS Firm# 10152700

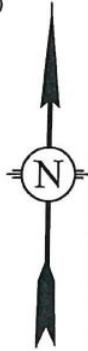


BEARING BASIS: Texas Lambert Grid, Central Zone, NAD 83/2011 – Epoch 2010  
Combined Scale Factor: 0.99987797 - All distances are surface values

WORD File: T195006B-0006B.DOCX  
ACAD File: T195006B-0006B.DWG

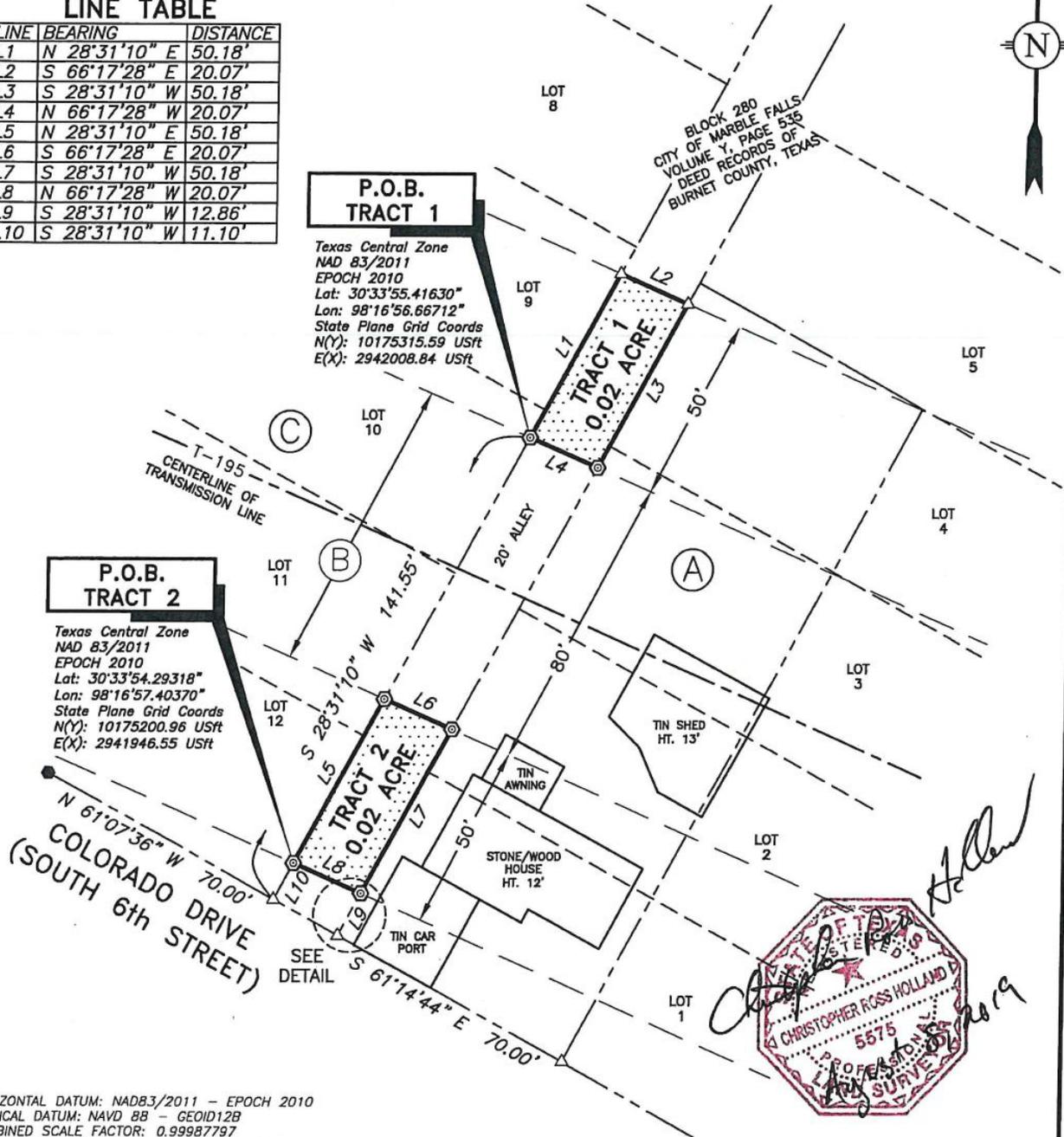
W.C.M. BAKER SURVEY,  
 ABSTRACT No. 124  
 BURNET COUNTY, TEXAS

PARCEL: A036



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 28°31'10" E	50.18'
L2	S 66°17'28" E	20.07'
L3	S 28°31'10" W	50.18'
L4	N 66°17'28" W	20.07'
L5	N 28°31'10" E	50.18'
L6	S 66°17'28" E	20.07'
L7	S 28°31'10" W	50.18'
L8	N 66°17'28" W	20.07'
L9	S 28°31'10" W	12.86'
L10	S 28°31'10" W	11.10'



**P.O.B. TRACT 1**  
 Texas Central Zone  
 NAD 83/2011  
 EPOCH 2010  
 Lat: 30°33'55.41630"  
 Lon: 98°16'56.66712"  
 State Plane Grid Coords  
 N(Y): 10175315.59 USft  
 E(X): 2942008.84 USft

**P.O.B. TRACT 2**  
 Texas Central Zone  
 NAD 83/2011  
 EPOCH 2010  
 Lat: 30°33'54.29318"  
 Lon: 98°16'57.40370"  
 State Plane Grid Coords  
 N(Y): 10175200.96 USft  
 E(X): 2941946.55 USft

*Handwritten signatures and dates:*  
 Christopher Ross Holland  
 5575  
 Aug 25 2019

HORIZONTAL DATUM: NAD83/2011 - EPOCH 2010  
 VERTICAL DATUM: NAVD 88 - GEOID12B  
 COMBINED SCALE FACTOR: 0.99987797  
 BEARING BASIS: TX. LAMBERT GRID CENTRAL ZONE  
 DISTANCES SHOWN ARE SURFACE VALUES

SEE NOTES AND LEGEND ON PAGE 4 OF 4.

ACAD FILE: T195006B-0006B.dwg  
 WORD FILE: T195006B-0006B.doc  
 DATE: 8/7/2019  
 WO NO: 4665088  
 FIELD BOOK: 2019-03 PG. 70  
 DRAWN BY: BRC

PLAT SHOWING TWO TRACTS OF LAND  
 LOCATED IN THE  
 W.C.M. BAKER SURVEY, ABSTRACT No. 124  
 BURNET COUNTY, TEXAS  
 T-195 TRANSMISSION LINE

(A)

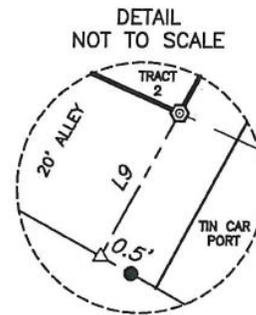
AUSTIN RAY WEBER AND WIFE, MEREDITH WEBER  
 TO  
 MICHAEL G. BAGGETT AND WIFE, MARY A. BAGGETT  
 WEST 70' OF LOT Nos. 1, 2, 3, AND 4, BLOCK 280  
 CITY OF OF MARBLE FALLS  
 DECEMBER 30, 2011  
 DOC. NO. 201200005  
 OFFICIAL PUBLIC RECORDS OF  
 BURNET COUNTY, TEXAS

(B)

TRANSMISSION LINE EASEMENT  
 EMERY, PECK & ROCKWOOD DEVELOPMENT COMPANY  
 APRIL 11, 1931  
 VOLUME 1, PAGE 331  
 MISCELLANEOUS RECORDS OF  
 BURNET COUNTY, TEXAS

(C)

MICHAEL DAIDONE  
 TO  
 STANLEY T. KMIECIK AND WINIFRED E.  
 KMIECIK  
 EAST 1/2 OF LOT Nos. 7, 8, 9, 10, 11  
 AND 12, BLOCK 280  
 CITY OF OF MARBLE FALLS  
 APRIL 21, 2008  
 DOC. NO. 200804619  
 OFFICIAL PUBLIC RECORDS OF  
 BURNET COUNTY, TEXAS



**LEGEND**

- 1/2" IRON ROD FOUND
- ⊙ 5/8" IRON ROD WITH ALUMINUM CAP STAMPED "LCRA" SET
- 1/2" IRON ROD WITH PLASTIC CAP STAMPED "CUPLIN" FOUND
- △ POINT

**NOTE:**

1. THIS BOUNDARY SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR TITLE COMMITMENT.
2. THERE MAY BE OTHER EASEMENTS, RESTRICTIONS, AND/OR ENCUMBRANCES NOT SHOWN HEREIN, WHICH THESE INSTRUMENTS WERE NOT MADE AWARE, PROVIDED, AND/OR LOCATABLE BY THE LAND SURVEYOR.

HORIZONTAL DATUM: NAD83/2011 - EPOCH 2010  
 VERTICAL DATUM: NAVD 88 - GEOID12B  
 COMBINED SCALE FACTOR: 0.99987797  
 BEARING BASIS: TX. LAMBERT GRID CENTRAL ZONE  
 DISTANCES SHOWN ARE SURFACE VALUES

ACAD FILE: T195006B-0006B.dwg  
 WORD FILE: T195006B-0006B.doc  
 DATE: 8/7/2019  
 WO NO: 4665088  
 FIELD BOOK: 2019-03 PG. 70  
 DRAWN BY: BRC

PLAT SHOWING TWO TRACTS OF LAND  
 LOCATED IN THE  
 W.C.M. BAKER SURVEY, ABSTRACT No. 124  
 BURNET COUNTY, TEXAS

T-195 TRANSMISSION LINE



**City of Marble Falls, Texas  
Council Agenda Item Cover Memo  
January 7, 2020**

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

**AGENDA CAPTION**

**EXECUTIVE SESSION**

**CLOSE OPEN SESSION AND CONVENE EXECUTIVE SESSION** pursuant to §551.071 (*Private Consultation between the Council and its Attorney*) and §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:

- Consultation with City Attorney regarding Los Escondidos Eminent Domain
- Consultation with City Attorney regarding Buena Vista properties

**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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
City Attorney