



NOTICE OF MEETING
GOVERNING BODY OF MARBLE FALLS, TEXAS
Tuesday, October 6, 2020 – 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 6th day of October 2020 the Marble Falls City Council will meet in regular session at 6:00 pm at the Lakeside Pavilion located at 307 Buena Vista Drive, 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 Air Evac. *Terri Thompson, Operations Director*
 - Update from Northland Communications. *Larson Lloyd, General Manager*
 - Update from Fire Rescue. *Russell Sander, Fire Chief*
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 September 15, 2020 regular meeting. *Christina McDonald, City Secretary*

- (b) Approval of a Facility Use Agreement between the City of Marble Falls and the Marble Falls Youth Baseball Association for the use of Childers Park and the VFW Park Fields. *Lacey Dingman, Director of Parks and Recreation*
- (c) Approval of the renewal of an Interlocal Agreement with the Marble Falls ISD for a part time Juvenile Case Manager. *Cheryl Pounds, Municipal Judge*
- (d) Approval of an agreement with ATMOS Energy regarding updates to the natural gas infrastructure at the downtown hotel and conference center site. *Christian Fletcher, Executive Director Marble Falls EDC*
- (e) Approval of Resolution 2020-R-10B to pursue Category 3 – Federal Award Matching Funds funding from the Flood Infrastructure Fund through Texas Water Development Board for the Avenue N at Backbone Creek HMGP Project. *Kacey Paul, City Engineer*
- (f) Approval of Resolution 2020-R-10C to pursue Category 2 – Planning, Acquisition, Design, Construction, Rehabilitation funding from the Flood Infrastructure Fund through Texas Water Development Board for the Backbone Bypass Channel project. *Kacey Paul, City Engineer*
- (g) Approval of Resolution 2020-R-10D to pursue Category 2 – Planning, Acquisition, Design, Construction, Rehabilitation funding from the Flood Infrastructure Fund through Texas Water Development Board for the full relocation of the Wastewater Treatment Plant to the TLAP site and site restoration. *Kacey Paul, City Engineer*

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

- (a) Public Hearing, Discussion and Action to adopt Resolution 2020-R-10A authorizing the creation of the Thunder Rock Public Improvement District or to continue the public hearing from time to time regarding the creation of the Thunder Rock Public Improvement District within the City of Marble Falls, Texas pursuant to Chapter 372 of the Texas Local Government Code. *Caleb Kraenzel, Assistant City Manager*
- (b) Public Hearing, Discussion, and Action on Ordinance 2020-O-10A regarding alley abandonment of 0.092-acre portion of the alley between Lots 3-6 and 7-9, Block 149, Marble Falls Original Township, and Lot 1-A, Childers Baseball Park, City of Marble Falls, Burnet County, Texas. *Valerie Kreger, Director of Development Services*
- (c) Discussion and Action on Ordinance 2020-O-10B regarding a petition for Voluntary Annexation and declaring the intent of the City of Marble Falls to annex into the City Limit 300 acres of land, more or less, out of the August Hoffman Survey No. 1078, Abstract No. 1034, the Joseph Harrell Survey No. 533, Abstract No. 451, the Guadalupe Flores Survey No. 7, Abstract No. 304, and the C. & M. RR. Co. Survey No. 1, Abstract No. 1122, Burnet County, Texas, located east of US Highway 281, west along County Road

401, north of State Highway 71, and south of east Farm to Market Road 2147. Valerie Kreger, Director of Development Services

8. CITY MANAGER'S REPORT

- Update on pending grants (HMGP, CDBG, TWDB)

9. EXECUTIVE SESSION

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 1st day of October, 2020 at 9:30 am and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.



Christina McDonald, TRMC
City Secretary

October 6, 2020

6. CONSENT AGENDA

(a) Approval of the minutes of the September 15, 2020 regular meeting. *Christina McDonald, City Secretary*

**STATE OF TEXAS
COUNTY OF BURNET
CITY OF MARBLE FALLS**

On this the 15th day of September 2020 the City Council convened in regular session at 6:00 pm at the Lakeside Pavilion located at 307 Buena Vista, Marble Falls with notice of meeting giving time, place, date, and subject having been posted as described in Chapter 551 of the Texas Government Code.

<u>PRESENT:</u>	John Packer	Mayor
	Richard Westerman	Mayor Pro-Tem
	Craig Magerkurth	Councilmember
	Dave Rhodes	Councilmember
	Celia Merrill	Councilmember
	Rene Rosales	Councilmember
<u>ABSENT:</u>	Reed Norman	Councilmember
<u>STAFF:</u>	Mike Hodge	City Manager
	Caleb Kraenzel	Assistant City Manager
	Christina McDonald	City Secretary
	Patty Akers	City Attorney
	Baron Sauls	Director of Finance
	Christian Fletcher	EDC Executive Director
	Mark Whitacre	Chief of Police
	Russell Sander	Fire Chief
	Lacey Dingman	Director of Parks and Recreation
	James Kennedy	Director of Public Works
	Kacey Paul	City Engineer
	Erin Burks	Downtown Coordinator

VISITORS: Alex Copeland (Daily Trib), Connie Swinney (The Highlander), Stan Hemphill (Burnet County Appraisal District), Susan Patten (LCRA Government Affairs Representative), Tony Plumlee (Willis Engineering), Steve Hurst (Hurst Law Firm), Nieves Alfaro (Jones Carter), George and Cynthia Russell, John Snyder (P3 Works), Prabha Cinclair (Miklos Cinclair Attorneys & Counselors)

1. **CALL TO ORDER AND ANNOUNCE QUORUM IS PRESENT.** Mayor Packer called the meeting to order at 6:00 pm and announced the presence of a quorum.
2. **INVOCATION.** Councilmember Rhodes gave the invocation.

3. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES AND TO THE TEXAS FLAG.

Mayor Packer led then pledges.

4. UPDATES, PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS

- **Proclamation - Mayflower Pilgrims Landing 400th Anniversary.** Mayor Packer read the proclamation and presented it to representative Cynthia Russell.
- **Update from the Burnet Central Appraisal District.** Stan Hemphill, Chief Appraiser provided the update.

5. CITIZEN COMMENTS. There were no citizen comments.

6. CONSENT AGENDA.

(a) **Approval of the minutes of the September 1, 2020 regular meeting.**

(b) **Approval of Resolution 2020-R-09F supporting the passage of legislation during the 87th Regular Session of the Texas Legislator to allow for the expenditure of municipal hotel occupancy tax revenue by the City for construction of improvements in municipal parks.**

(c) **Approval of an Option to Purchase Agreement between the City of Marble Falls and the Lower Colorado River Authority approving the purchase of a waterline and raw water intake easement and executing a termination of the City's option to purchase an alternative plant site.**

(d) **Approval of the award of a Construction Contract with Electric-S in the amount of \$117,000, for replacement and floodproofing of the emergency back-up generator at the raw water intake lift station and authorize the City Manager to execute the contract.**

Mayor Pro-Tem Westerman made a motion to approve the consent agenda. The motion was seconded by Councilmember Merrill and carried by a unanimous vote (6-0).

7. REGULAR AGENDA.

(a) **Public Hearing regarding the advisability of the creation of a Tax Increment Reinvestment Zone (TIRZ) to be named "TIRZ No. 2," for the Thunder Rock development, with such TIRZ to include approximately 1,073 acres of land located within the Marble Falls city limits at the northwest corner of US 281 and SH 71. Caleb Kraenzel, Assistant City Manager addressed Council. Mayor Packer opened the public hearing. There being no public comments, Mayor Packer closed the public hearing.**

(b) **Discussion and Action on Ordinance 2020-O-09A regarding the creation of a Tax Increment Reinvestment Zone (TIRZ) to be named "TIRZ No. 2," for the Thunder Rock development, with such TIRZ to include approximately 1,073 acres of land located within the Marble Falls city limits at the northwest corner of US 281 and SH 71, approval of the Preliminary Project and Finance Plan for TIRZ No. 2, appointing the TIRZ No. 2 Board, and other matters necessary for and related thereto. Caleb Kraenzel, Assistant**

City Manager addressed Council. Mayor Pro-Tem Westerman made a motion to approve Ordinance 2020-O-09A. Councilmember Rhodes seconded the motion. The motion carried by a unanimous vote (6-0).

- (c) **Discussion and Action on Ordinance 2020-O-08A adopting a budget for the City of Marble Falls and the Marble Falls Economic Development Corporation for Fiscal Year 2020/2021.** Baron Sauls, Director of Finance addressed Council. Mayor Pro-Tem Westerman made a motion to approve Ordinance 2020-O-08A. Councilmember Rhodes seconded the motion. The motion carried by the following vote:

AYES: Mayor Packer, Mayor Pro-Tem Westerman and Councilmembers Rhodes, Merrill, Rosales and Magerkurth

NAYS: None

ABSENT AND NOT VOTING: Councilmember Reed Norman

- (d) **Discussion and Action on Ordinance 2020-O-08B adopting a proposed tax rate for Fiscal Year 2020/2021.** Baron Sauls, Director of Finance addressed Council. Councilmember Merrill made a motion to approve Ordinance 2020-O-08B. Councilmember Rosales seconded the motion. The motion carried by the following vote:

AYES: Mayor Packer, Mayor Pro-Tem Westerman and Councilmembers Rhodes, Merrill, Rosales and Magerkurth

NAYS: None

ABSENT AND NOT VOTING: Councilmember Reed Norman

- (e) **Discussion and Action on Resolution 2020-R-09G approving a Resolution of the Marble Falls Economic Development Corporation with respect to the issuance of the Sales Tax Revenue Refunding Bonds, Taxable Series 2020 and approving other matters related thereto.** Christian Fletcher, Executive Director MFEDC addressed Council, followed by Bond Counsel Attorney Gregory Miller. Councilmember Rhodes made a motion to approve Resolution 2020-R-09G. Councilmember Magerkurth seconded the motion. The motion carried by a vote of 6-0.

- (f) **Discussion and Action on an appointment to the Capital Area Council of Governments General Assembly.** Mayor Pro-Tem Westerman made a motion to appoint Councilmember Dave Rhodes. The motion was seconded by Councilmember Magerkurth and carried by a vote of 6-0.

8. **CITY MANAGER'S REPORT.** City Manager Mike Hodge addressed Council regarding possible locations for the Christmas ice skating rink.

9. **EXECUTIVE SESSION**

CLOSE OPEN SESSION AND CONVENE EXECUTIVE SESSION pursuant to §551.071 (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:

- Update on Hotel/Conference Center

6:50 pm Convened to Executive Session

7:17 pm 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. It was noted that the next regular meeting is scheduled for October 6, 2020.

12. ADJOURNMENT. There being no further business to discuss, the meeting was adjourned at 7:22 pm.

John Packer, Mayor

ATTEST:

Christina McDonald, TRMC
City Secretary

October 6, 2020

6. CONSENT AGENDA

- (b) Approval of a Facility Use Agreement between the City of Marble Falls and the Marble Falls Youth Baseball Association for the use of Childers Park and the VFW Park Fields. *Lacey Dingman, Director of Parks and Recreation*
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Council Agenda Item Cover Memo
October 6, 2020

Agenda Item No.: 6(b)
Presenter: Lacey Dingman, Director of Parks and Recreation
Department: Parks and Recreation
Legal Review:

AGENDA CAPTION

Approval of a Facility Usage Agreement between the City of Marble Falls and the Marble Falls Youth Baseball and Softball Association for the use of Childers Park and the VFW Park fields.

BACKGROUND

The Marble Falls Youth Baseball and Softball Association (MFYBSA) has offered the recreational youth baseball and softball league for the Marble Falls area for many years. In a cooperative effort to provide a recreational program with the assistance of volunteers, the City has offered the usage of Childers and VFW fields for the purpose of hosting youth games and practices to the league. The previous usage agreement expired and is currently up for renewal.

MFYBSA and the Parks and Recreation Department held multiple meetings over the summer months and discussed ways both parties could help improve the league for the community. At the top of everyone's list is, improving the state of the athletic fields and the overall maintenance throughout the season. Therefore, the agreement was revamped and includes the following notable changes:

- Parks department will take responsibility for all facility maintenance repairs and regular maintenance in order to provide a safe playable surface for the community.
- MFYBSA will only be required to mark fields for game day, rake batter's boxes and pitcher's mounds, and pick up and dispose of all trash in dumpsters following play.
- The usage rights are limited to priority usage, versus exclusive usage, to allow for the department to program out the facilities when not in use by the league.
- The league understands and agrees to meet with the City in the spring of 2021 to establish a mutually agreeable participant fee for future usage agreements. This fee will be a joint effort and based on costs associated with maintaining the facility. No fee will be charged for the term of this agreement.
- The league has also agreed to pay for light usage for the following year. No light fee will be charged for the term of this agreement.

- The usage agreement term limit is reduced from 5 years to 1 year, in order to maintain more frequent communication between the league and the City and to ensure all parties are adhering to the agreement.

The MFYBSA and Parks and Recreation are excited to continue to work together in order to offer baseball and softball to the community.

*NOTE: The Agreement references multiple EXHIBITS that will be supplied to the city prior to the commencement of play in the spring of 2021 season. The fall league did not make due to lack of registration.

MARBLE FALLS PARKS AND RECREATION DEPARTMENT

Facility Users License Agreement

This is an agreement by and between the **City of Marble Falls**, a home rule municipal corporation of the County of Burnet, State of Texas, hereinafter called "**Licensor**", by and through its authorized representative, and the **Marble Falls Youth Baseball and Softball Association**, hereinafter called "**Licensee**".

WHEREAS, the Licensee has been created to provide a form of recreation through youth baseball and softball leagues for the youth of the City of Marble Falls and the Burnet County area; and

WHEREAS, the Licensor desires to assist the Licensee in providing such form of recreation to area youth by coordinating and facilitating the planned activities of the Licensee in an effort to provide the youth with an opportunity to participate in a quality amateur sport program on or in quality athletic facilities;
and

NOW, THEREFORE, for and in consideration of the promises, covenants, terms, and conditions herein contained, the parties hereto mutually agree:

I. GENERAL TERMS

- 1.01 The Licensor will permit the Licensee to use the following City facility or facilities for the purpose of conducting recreational and competitive youth softball and baseball leagues in the spring and fall:
- (a) Two City owned youth baseball fields located at Chiders Field, 1310 Broadway Street, Marble Falls, Texas as identified on **Exhibit "A"**,
 - (b) One City leased youth baseball field located at VFW, 1009 Veterans Avenue, Marble Falls, Texas. (Collectively and hereafter the "Facility"),
- 1.02 During the term of this Agreement and subject to the provisions hereof, Licensee shall have the right to use the Facility for its youth baseball and softball leagues.
- 1.03 The Licensor will permit the Licensee to have access to the Facility only on the following days and times:
- (a) Spring Season - March 1st to May 31st Monday through Sunday, with the exception of dates reserved for City Tournaments or Rentals; and
 - (b) Fall Season - August 20th through October 31st. Monday through Sunday

Licensee shall also have the right of access to the Facilities in June on an as need basis at no cost, for post season tournament play. Field usage outside of the above dates and times will be reserved on an individual basis at the normal rental rate.

- 1.04 In exchange for the above-referenced use of the Facility, the Licensor will waive all rental fees for the 2020 fall and 2021 spring season, with the understanding that a participant fee based on residency inside and outside the city limits of Marble Falls will be established following the expiration of the Agreement term.

A report of participants name and address must be submitted to the department no later than November 1st for the fall season and July 1st for spring season.

- 1.05 The Licensee agrees that it will be solely responsible for the following items:

- a) Locking all doors to buildings (except for restroom doors that are left unlocked) the Licensee has authorized use of prior to leaving.
- b) Maintain cleanliness of the Complex, and related areas by cleaning and picking up litter after each league game or Licensee sponsored activity, including parking lots and all bleacher areas. This includes pulling and disposing of trash from trash receptacles provided for field use and replacing trash can/barrel liners when needed in between the twice per week service provided by Licensor. Trash that is pulled by Licensee should be placed in the City provided dumpster. City will inspect the grounds and trash cans and will complete any work that was not done by the Licensee. If the City has to do any work covered above the City will bill the Licensee for the work performed at the per man hour labor fee of \$40 per hour.
- c) Maintain the restrooms at the leased field complexes in a clean and sanitary condition and make available additional toilet paper, and hand soap for use in the restrooms during contracted league use times, Licensee activities such as Pony League activities or playoff tournaments, and any play or practices scheduled during non-contracted use times. Licensee will not be responsible for the cleaning of the restrooms and picking up of litter during non-league play/contracted use times or during rentals. The City will inspect the restrooms and clean any that are left unclean. If the City does any cleaning, the City will bill the Licensee for the work performed at the per man hour labor fee of \$40 per hour
- d) Provide, store, and apply marble dust or paint as needed during Licensee's use of the Facilities.
- e) Require each participant in programs at the Facility, or such minor participant's legal guardian or parent, to complete and sign a "Hold Harmless agreement" in the form attached hereto as **Exhibit "B"** prior to such participant's using the Facility. Licensee shall deliver completed and

signed Hold Harmless Agreements to the City prior to the commencement of league play.

- f) Reporting any problems or maintenance concerns with the fields and the restrooms, to the Licensor.
- g) Notify and obtain written approval from the Licensor prior to placement of any buildings, structures, signage, alterations to existing fields, additional field development, or any work to be performed on or near the athletic fields.
- h) Not driving, or allowing anyone associated with the league to drive, vehicles, tractors, mowers, bobcats, utility vehicles, or other motorized vehicles or implements on or near athletic fields without obtaining written approval from the Licensor; Licensee officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior written permission. The operation of motor vehicles and/or parking vehicles on turf areas is prohibited by city ordinance. It is the Licensee's responsibility to make sure all of their officials, coaches and volunteers are aware of and comply with this ordinance. Any damages caused by unauthorized vehicles, associated with the Licensee, will be repaired by the Licensor and billed to the Licensee.
- i) Provide the City with a formal written annual report in August of each year the Agreement is in effect to the Licensor. Said annual report shall be a summary of the year activities and shall include items previously reported during the period since the last annual report was submitted. Said annual report shall include the following and is required:
 - 1) List of names and addresses of officers and directors of the Marble Falls Youth Baseball and Softball Association;
 - 2) Overview of season play;
 - 3) Resolution of conflicts;
 - 4) Planning issues which may have been recognized by the Marble Falls Youth Baseball and Softball Association;
 - 5) Number and age of youths enrolled in sport activities at the Facility;
 - 6) Inspection Report as described in this Agreement;
 - 7) Any matters deemed appropriate by the Board of Directors of the Marble Falls Youth Baseball and Softball Association; and
 - 8) Other matters or information requested by the Licensor.
- j) Inspect the Facility and equipment (i.e., fences, storage facilities, restrooms, bleachers, etc.), between August 1 and August 15 of each year, with the Licensor; a written inventory will be accomplished in conjunction with the

inspection and will become part of the annual written report to be submitted by Licensee to the City.

- k) Submit special maintenance requests with a minimum of three weeks-notice.
- l) Observe and comply with all laws, statutes, City Code of Ordinances, rules and regulations of the Federal government, State of Texas, and the County of Burnet, including but not limited to the prohibition of glass beverage containers and alcoholic beverages in City Parks; and shall enforce any rules or restrictions regarding use of the Facility, as established by the City.
- m) Light fees will be waived for the Term of this Agreement, with the understanding that future agreements will include fees for light usage.
 - 1) Turn off ball field lights upon the conclusion of use/play for fields
- n) Licensee shall not lower or alter the irrigation systems. Licensee shall check that all irrigation systems are functioning properly and report problems to the Licensor as soon as possible;
 - 1) Check concession stand restrooms for any faucets left open fixture valves found not functioning properly; report problems to Licensor as necessary.
- o) Actively seek other acceptable users of the Facility, such as for tournaments, and forward the information to the Licensor for their action.
- p) Maintain the infield during contracted use times to include prepping infields, management of infield lip areas, and marking the fields for games during contracted use times. This includes work needed to prepare infields following rain events.
- q) Repairing pitching mounds as needed during contracted use times or on a bi annual basis as recommended.
- r) Shall keep adequate books, files and records relating to performance under this Agreement and shall make available to Licensor at reasonable times with advance notice for three (3) years-following termination of this Agreement.

- 1.06 Licensee shall have the right to sell advertising in the form of sign boards provided such advertising shall only be visible to the public from the concession stand and bleacher area. The maximum size of such advertising shall not exceed four feet by eight feet (4" x 8') or a height of four feet six inches (4' 6") from the ground. Signs must be kept in good condition and replaced when needed.
- 1.07 The Licensee shall not make any alterations, additions and improvements to the Facility without first obtaining the written consent of the Licensor. All such approved alterations, additions and improvements shall be made at the Licensee's expense unless otherwise agreed upon. All such alterations, additions and improvements shall constitute part of the Facility and shall not be removed by Licensee upon the termination or expiration of this Agreement or any renewal hereof, unless Licensor requires the Licensee to remove any or all such alterations, additions or improvements, in which event the Licensee shall remove such requested items and shall restore the Facility to the condition existing on the date hereof. All such improvements shall be constructed in accordance with all applicable City building codes and regulations. When appropriate, the Licensee will assist with improvements through letters of support or financial donations to the Licensor.
- 1.08 The Licensee agrees to attend coordination meeting(s) to be scheduled in February and August of each year with City officials, and understands that the Licensee may lose standing and the privilege of scheduled use of the Facility if the representative misses a scheduling or policy meeting unless the City officials have been notified in advance that a substitute, with full authority to duly represent the organization, will represent the Licensee. City Officials will provide written notice of the time, date and place of such meetings at least two weeks prior to the date of such meeting. Said written notice will be sent to the Licensee through e-mail correspondence or other written forms of correspondence. The Licensee should be prepared to discuss/provide agenda items as follows;
- a) review and discuss the existing agreement;
 - b) current list of officers and officials, if changes will/have occurred;
 - c) provide registration information and league format information prior to the beginning of league play to the Licensor; and
 - d) discuss maintenance issues
- 1.09 Field gates will remain in a locked position to eliminate vehicular vandalism and trespassing. In addition, no games or practices should take place when field closed signs are posted. Anyone utilizing the fields during times when the fields have been closed and field closed signs are posted will be considered a trespasser. The Licensor retains the right to close fields due to maintenance concerns, public safety and health concerns, rain, or unplayable conditions.
- 1.10 The Licensor has the authority to restrict or eliminate practices on game fields or all use as a result of concerns for field conditions, safety of participants, or preservation of

fields. This could be the result of drought conditions which has resulted in water restrictions or overuse of fields or local, regional, state wide, national, or global health conditions.

1.11 Use of fields for pay to attend camps and pay to attend clinics, are not considered as part of this Agreement and reservations must be made through the Parks and Recreation Department. Use of the Facility by Licensee to conduct tryouts are considered a part of this Agreement.

1.12 The Licensor agrees that it will be responsible for providing the following items during the term of this Agreement:

- a) All turf management, including mowing fields as often as is necessary to prevent grass from exceeding a height of four inches (4") and the grass growing along fence lines and edging infields as often as is necessary;
- b) Maintain the skinned clay areas in a weed and grass free condition and remove grass edges during non-contracted use times to eliminate any "lips" that develop on the grass edge with a height exceeding three inches (3");
- c) Manage the Facility for other uses/rentals; however, Licensee shall be given priority use for any potential scheduling conflicts during March, April, and May, with the exception of events scheduled by the Licensor with proper notification to Licensee. Proper notification will be defined as 30 days prior to the beginning of the Licensee season. Licensor will take into consideration, and prioritize Licensee league schedules when booking outside rentals. Licensor shall maintain the reservation and use schedule for the Facility and shall set and collect all usage fees to be charged for the use of the Facility;
- d) Will be responsible for the preparation and marking of fields during third party rentals;
- e) Cleaning and stocking of restrooms during third party rentals and during the months of June, July, August, November, December, January, and February of each year except during Licensee activities such as Pony League activities or playoff tournaments, and practices scheduled during non-contracted use times;
- f) Provide Licensee with the dates, times and locations of annual or organizational meetings called by the Licensor;
- g) Pay all utility expenses for the Facility during Licensee activities for the fall 2020 and spring 2021 season;

- h) Honor priority use to the Licensee throughout the duration of this Agreement during requested Facility use times as outlined in submitted practice and game schedules by the Licensee;
- i) Pulling and disposing of trash from trash receptacles provided for field use and replacing trash can/barrel liners twice per week, with the current schedule being Monday and Friday of each week. Trash that is pulled by Licensor will be placed in the City provided dumpster.
- j) Apply ant treatment as necessary to control fire ants.

II. AGENCY'S INSURANCE REQUIREMENTS

- 2.01 The Licensee shall purchase and maintain the following insurance during the term of this Agreement and during any extension period: (1) Public liability insurance in an amount not less than \$1,000,000.00 for death or bodily injury; and (2) Property insurance in an amount not less than \$1,000,000.00 for any and all property damage. All insurance required herein shall be from an insurance company or companies, which shall have been approved by the City Manager, and shall name Licensor as an additional insured therein. All insurance premiums shall be the obligation of, and shall be paid by the Licensee. All insurance and policies and evidence of the initial payments made hereunder shall be delivered to the City Manager at the signing of this Agreement, and shall be held by Licensor for the term of this Agreement. During the term of this Agreement, the Licensee shall also provide the Licensor with proof of insurance coverage. Each insurance policy shall contain a clause whereby the insurance company shall agree to give written notice to the City Manager thirty (30) days prior to any cancellation or alteration of said policy.
- 2.02 A certificate of insurance and copies of all endorsements shall be furnished to the Licensor at the time of execution of this Agreement and attached hereto as ***Exhibit C*** and approved by the Licensor ***before*** any use of the Facility commences. Failure to provide the City with such evidence of insurance procurement does not negate the requirement to obtain the insurance delineated herein.

III. NON-DISCRIMINATION CLAUSE

The Licensee hereby agrees to refrain from any activity in relation to and use of the Facility that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, communicable disease, or any other protected class in accordance with present federal and state laws. Licensee shall conduct its program so as to encourage and be available to all segments of the Marble Falls area youth.

IV. RESPONSIBILITIES OF KEYS

The Licensor will issue 2 sets key(s) or combinations to the Licensee for each complex shown on the Exhibit "A" attached hereto. The keys may not be reproduced or duplicated by the

Licensee without permission from Licensor. The Licensee agrees to return these keys to Licensor within 10 days after the conclusion of the term of this Agreement. Upon failure to return any of said keys issued by the Licensor to the Licensee, the Licensee agrees to replace unreturned key(s) by purchase of new key(s) and lock(s) for each unreturned key. Should Licensee utilize combination locks for dugouts, or other areas of use, the combination will be provided to the Licensor.

V. DAMAGES/REPAIRS

The Licensor agrees to be solely responsible for any and all damages, repairs and costs of repairs to the Facility related to and arising out of the normal use of said Facility by the Licensee during the use approved by this Agreement or designated by attached schedule of activities to include fields, times and dates. Damages arising out of negligence on the part of the Licensee will be the responsibility of Licensee to repair, replace or pay for replacement. This paragraph is applicable to any and all persons associated with the Licensee who use the Facility during the term of this Agreement.

VI. OFFICERS' NAMES/CONSTITUTION & BYLAWS/SCHEDULE OF ACTIVITIES

- 6.01 The Licensee agrees to provide a list of all officers (**Exhibit D**) and all other persons who will be in charge of the activities engaged by the Licensee during the use of the Facility. The Licensee also agrees to provide addresses, and contact information (phone numbers and e-mail addresses) for the above-referenced persons.
- 6.02 The Licensee agrees to provide the Licensor with a copy of their written constitution and bylaws (**Exhibit E**).
- 6.03 Additionally, the Licensee must deliver a schedule of activities to the Licensor prior to the beginning of each season for the term of the Agreement. This schedule of activities must include the following information:
- a. practices scheduled by league officials as part of the league format;
 - b. league game dates;
 - c. league game times;

VII. SAFETY PROCEDURES

To maintain order and safety, the Licensee will assign one person as an on-site representative during all scheduled use by the Licensee of the Facility. The Licensee hereby agrees to conduct its activities within the Facility so as not to endanger any person thereon.

VIII. INDEMNIFICATION

LICENSEE SHALL CONDUCT ITS ACTIVITIES UPON THE PREMISES AND FACILITY SO AS NOT TO ENDANGER ANY PERSON LAWFULLY THEREON; AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS THE LICENSOR AND ALL OF ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS FOR LOSSES, INJURIES, DAMAGES AND LIABILITIES TO PERSONS OR PROPERTY OCCASIONED WHOLLY OR IN PART BY THE ACTS OR OMISSIONS OF LICENSEE, ITS AGENTS, OFFICERS, EMPLOYEES, GUESTS, PATRONS, OR ANY PERSON OR PERSONS ADMITTED TO SAID PREMISES OR FACILITY WHILE SAID PREMISES OR FACILITY ARE USED BY OR UNDER THE CONTROL OF LICENSEE.

IX. MISCELLANEOUS TERMS

- 9.01 This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Burnet County, Texas.
- 9.02 This Agreement and the rights and obligations contained herein may not be assigned by the Licensee without the prior written approval of the Licensor.
- 9.03 This Agreement contains the entire agreement between the parties, and supersedes all prior written or oral agreements between the parties pertaining to the Facility. Only an instrument in writing signed by both parties may amend this Agreement.
- 9.04 Upon the termination of this Agreement, Licensee shall peaceably surrender and deliver possession of the Complex to the Licensor, including all improvements or additions thereto, in good order and condition, reasonable wear and tear accepted.
- 9.05 The Licensor shall have the right to make inspection at any reasonable time to ensure compliance with this Agreement.
- 9.06 If any section, paragraph, subdivision, clause, phrase, or provision of this Agreement shall be judged invalid or held unconstitutional, the same shall not affect the validity of this Agreement as a whole, or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.
- 9.07 The Licensor shall have the right to terminate this Agreement if Licensee has not fulfilled its obligations as set forth herein, or if the Licensor determines that Licensee is not acting in the City's best interests. Licensee shall have fourteen (14) days to correct any deficiencies in performance and shall be entitled to receive written notice from the Licensor of the deficiencies to allow for an opportunity to cure. Licensee shall be notified by certified mail that the Licensor intends to terminate this Agreement in the event Licensee fails to cure as provided herein. Licensee shall have the right to appeal the Licensor's decision to the City Council, provided such appeal is made within thirty (30) days of the

date of the letter notifying Licensee of the Licensor's decision to terminate this Agreement.

9.08 The term of this Agreement shall be for a period of one (1) year beginning on August 1, 2020 and terminating on July 31, of 2021.

9.09 The parties hereby state that they have read the terms of this Agreement and hereby agree to the terms and conditions contained herein.

CITY OF MARBLE FALLS

**MARBLE FALLS YOUTH BASEBALL
SOFTBALL ASSOC.**

By: _____
John Packer, Mayor

By: _____
**Marble Falls Youth Baseball Softball
Assoc., President**

Date

Print: _____
**Marble Falls Youth Baseball Softball
Assoc., President**

Date

ATTEST:

By: _____
Christina McDonald, City Secretary

Date

October 6, 2020

6. CONSENT AGENDA

(c) Approval of the renewal of an Interlocal Agreement with the Marble Falls ISD for a part time Juvenile Case Manager. *Cheryl Pounds, Municipal Judge*



Council Agenda Item Cover Memo
October 6, 2020

Agenda Item: 6(c)
Prepared By: Judge Pounds
Department: Municipal Court
Submitted By: Cheryl Pounds

AGENDA CAPTION

Approval of the renewal of an Interlocal Agreement with the Marble Falls ISD for a part time Juvenile Case Manager. Marble Falls ISD has approved renewal of contract.

BACKGROUND

The current interlocal agreement between the City and the Marble Falls ISD expired at the end of August.

The MFISD wishes to renew the interlocal agreement with the City of Marble Falls.

The MFISD reimburses the city for a part time employee position for the Municipal Court's Juvenile Case Manager. The position is currently held by Teresa Mille.

The position is part time so the city will not have to pay any benefits for this position. The MFISD will reimburse the city \$1000 monthly for services provided to the school and the Truancy Court.

INTERLOCAL AGREEMENT BETWEEN
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT
AND
THE CITY OF MARBLE FALLS, TEXAS
FOR
EMPLOYMENT OF JUVENILE CASE MANAGER

THIS AGREEMENT, is made and entered into by and between the MARBLE FALLS INDEPENDENT SCHOOL DISTRICT (hereinafter referred to as the "ISD") and THE CITY OF MARBLE FALLS, TEXAS (hereinafter referred to as the "City") (collectively referred to as the "Parties"), setting forth the specific terms and conditions by which the JUVENILE CASE MANAGER (hereinafter referred to as the "JCM") position shall be administered.

WHEREAS, pursuant to Chapter 791, Texas Government Code, the Texas Interlocal Cooperation Act (the "Cooperation Act") the parties are empowered to contract with each other for the performance of governmental functions, and as permitted in Article 45.056 of the Code of Criminal Procedure.

WHEREAS, ISD and the City share a mutual goal of ensuring that local children attend school according to the laws set by the State of Texas; and

WHEREAS, ISD and the City recognize that truancy in school is often an indication or symptom of a child/family in crises; and

WHEREAS, the ISD and the City recognize that a JCM can provide beneficial assistance to students, teachers, and staff of the public-school system plus to the local citizens of the Marble Falls, Texas community; and

WHEREAS, ISD and the City desire to build and maintain a positive relationship with students and their families by assisting them to locate local community resources; and

WHEREAS, it is deemed to be in the best interests of ISD, the City, and the community at large to maintain a JCM position to identify and coordinate with local community resources which serve the needs of children and/or their families;

NOW THEREFORE, in order to carry out the intent of the Parties as expressed above, and in accordance with the Interlocal Cooperation Act, the Parties agree as follows:

Employment of a Juvenile Case Manager

The parties agree to the employment of a JCM to serve the public-school system of Marble Falls ISD for a one-year period beginning September 1, 2020 to August 31, 2021. This Agreement may be renewed by agreement of the parties for additional one-year terms.

City shall employ the JCM for the one-year term of this agreement. Parties agree that the term will be deemed to have started on September 1, 2020. The JCM shall receive compensation in the amount of \$1,000.00 per month. The JCM position will be considered to be a part-time City position that is not eligible to receive any other benefits offered by City to its employees. However, as a City employee, the JCM position shall enjoy any and all the legal protections that City utilizes for its full-time employees. ISD will reimburse the City for the compensation paid during the term of the agreement. City will invoice ISD semi-annually for compensation paid up to that period of time. ISD will then submit payment to City no longer than thirty (30) days after receipt of the invoice. City agrees that it shall pay for all reasonable training expenses and supplies required for the JCM position from its existing Juvenile Court Manager Fund. In the event of the resignation, termination, dismissal or reassignment of the JCM, the City shall provide a replacement as soon as possible. During any such vacancy, the ISD's financing obligation shall be adjusted accordingly.

Assignment of Juvenile Case Manager

The JCM shall be authorized by the Marble Falls Municipal Court Judge to act as a Juvenile Court Manager and staff member of the Marble Falls Municipal Court. The Municipal Court shall assign the JCM to work with children experiencing truancy issues in the ISD school system. Because truancy issues often encompass problems in a student's family, the JCM shall also potentially offer services to the family of a truant student.

ISD administrators may also ask the JCM to assist ISD students and their families believed to be in a crisis situation. In this endeavor, the JCM is granted permission by ISD to enter its campuses in order to meet with assigned students and their families. ISD acknowledges that JCM may require frequent visits with assigned students in order to best assess their needs.

1. The JCM shall be tasked with identifying all local resources offering services deemed beneficial to students and their families. The JCM shall make students experiencing truancy issues and their families aware of local

resources and coordinate these services as requested or deemed appropriate by the Truancy Court.

2. The JCM shall coordinate their activities with the applicable ISD campus administrators when addressing a student on a ISD campus.
3. The JCM shall make themselves available to conference with students, parents and faculty members to assist in addressing truancy issues.

Supervision of the Juvenile Case Manager

The day to day operation and administrative control of the JCM shall be the responsibility of the Marble Falls Municipal Court Judge. Any and all policies of the Municipal Court and the City shall be observed by the JCM at all times.

1. Any concerns or complaints of the JCM by ISD shall be brought to the attention of the Marble Falls Municipal Court Judge who shall then make any disciplinary decisions deemed necessary. While on an ISD school campus, the JCM must comply with all school related policies, and take direction from campus administrators. While on an ISD campus, the JCM shall not act as an ISD disciplinarian.

Juvenile Case Manager Visits to ISD Campuses

In order to ensure the success of the JCM, ISD agrees to provide the following support:

1. Permission and access to all MFISD campuses and administrative offices to regularly meet with MFISD students assigned to the JCM by the Court.
2. Provide cooperation amongst the ISD campus administrators in allowing access to students assigned to the JCM in a manner that provides minimal disruption to normal school functions.
3. Provide cooperation amongst the ISD campus administrators to assist the JCM in assessing the needs of truant students or children in crises needing access to community resources.

Training for Juvenile Case Manager

City shall be responsible for funding and addressing all training needs for the JCM. All costs related to training the JCM shall be paid by City via the Juvenile Court Manager Fund.

Duty Hours of the Juvenile Case Manager

1. The JCM shall be assigned duties by the Marble Falls Municipal Court Judge during the workweek that shall consist of no more than 20 hours of work per week.
2. Time spent by the JCM attending training or court shall be considered as hours worked under this agreement.
3. The regular workday hours of the JCM may be adjusted by the Municipal Court on a temporary basis for specific situations.

Leave time should routinely be taken at times when the ISD is not in session. The Marble Falls Municipal Court Judge must approve all JCM requests for leave time during normal work periods; and if at all possible, reasonable advance notice should be given to the ISD.

Termination of Agreement

This agreement may be terminated without cause by either party upon sixty (60) days written notice. In the event of a termination, reimbursement for compensation by ISD will be made to City for all services performed up to the date of termination.

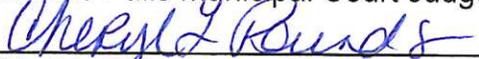
Notice

Any and all notices or any other communication herein required or permitted shall be in writing, and may be effected by personal delivery, or by registered or certified mail, return receipt requested at the address of the respective parties indicated below:

Superintendent
Marble Falls Independent ISD District

Marble Falls, Texas 78654

Marble Falls Municipal Court Judge


Marble Falls, Texas 78654

Miscellaneous

The ISD, the City, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation. Each party hereto acknowledges and represents that their respective governing body has duly authorized this Agreement.

This document constitutes the understanding of the Parties, and supersedes all prior understandings and agreements between the Parties. No terms, conditions, understandings or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the Party to be charged.

This Agreement shall be construed in accordance with the laws and constitutions of the United States and the State of Texas. All obligations hereunder are performable in Burnet County, Texas and venue for any action arising hereunder shall be in Burnet County, Texas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers on the date appearing adjacent to the signatures below. This contract shall become effective on the date of the last party to sign.

CITY OF MARBLE FALLS

Mayor

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT

Superintendent

October 6, 2020

6. CONSENT AGENDA

- (d) Approval of an agreement with ATMOS Energy regarding updates to the natural gas infrastructure at the downtown hotel and conference center site. *Christian Fletcher, Executive Director Marble Falls EDC*
-

RELOCATION AGREEMENT Project #080.70004

Atmos Energy Corporation, ("Company") and City of Marble Falls 800 Third St Marble Falls Texas 78654 ("Applicant"), whose address is , for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Company will abandon 519 linear feet of 2 IP inch bare steel man and 955 linear feet of 2 IP inch poly main within City ROW along Main St and S. Main Street (the "Project"). A description of the relocation is shown on Exhibit "A," attached and made a part hereof.
2. Upon execution of this Agreement, Applicant will deposit with Company \$14,925.38 which is the fixed cost for the Project.
3. If easements are required, Applicant will provide Company two executed and notarized originals of the easement. Applicant will provide Easement exhibits in the form of a certified (Texas Registered Professional Land Surveyor) plat and metes/bounds description of the new easement. In addition, Applicant agrees to provide Company necessary temporary working easement and access to easement in order to design & construct Project.
4. Company's obligation to undertake the Project is subject to applicable laws, rules, and regulations of governmental authorities and to any delay occasioned by force majeure or events or conditions of whatever nature, which are reasonably beyond Company's control. Applicant understands that Company will not be obligated or required to undertake the Project prior to the construction of projects covered by contracts and authorizations that were entered into by Company prior to the date of execution of this Agreement by Company (the "Effective Date"), the construction of projects required to be constructed by the provisions of Company's franchise, or construction or repair required to maintain existing service.
5. Applicant will be responsible for any landscape restoration work required after Company has completed the Project, unless specifically stated in the project scope. Applicant agrees to hold Company harmless from any and all claims, demands, or judgments by other parties as a result of such restoration.
6. Title to the Project, including appurtenances, connections thereto, and extensions thereof, and including the right to use, operate, and maintain the same, will forever be and remain exclusively and unconditionally vested in Company, its successors and assigns.
7. Applicant will be responsible for any additional costs incurred by Company because of Applicant's failure to perform any of the obligations required of Applicant under this Agreement.
8. THIS AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, IRRESPECTIVE OF ANY CONFLICT OF LAWS PROVISIONS.
9. In no event will any Party be liable to any other Party or any third party for any incidental, special, indirect, consequential, punitive, or exemplary damages that might

occur as a result of, relating to, or arising out of the Party's obligations under this Letter Agreement.

10. This Agreement constitutes the final expression of agreement between the parties and parol or extrinsic evidence is inadmissible to explain, vary, or contradict the express terms of this Agreement.

If the foregoing terms are acceptable to Applicant, please indicate by signing two (2) copies of this Relocation Agreement in the spaces provided below and return both to this office for execution by Atmos Energy. It is understood and agreed that this Relocation Agreement is conditioned on the approval of Atmos Energy's management as evidenced by Atmos Energy's execution in the space provided below. Following Atmos Energy's execution, one (1) fully executed original of this Letter Agreement will be returned for your file.

By: _____	Atmos Energy Corporation By:  _____
Printed Name: _____	Printed Name: <u>Kimberly Winn</u>
Title: _____	Title: <u>Director of Engineering</u>
Date: _____	Date: <u>September 1, 2020</u>

Relocation Agreement

Exhibit "A"

Proposed abandonment of Atmos Energy Facilities for Marble Falls, Texas Burnet County

Abandon 519 linear feet of 2 inch bare steel main and 955 linear feet of 2 inch poly main.

GAS CONSTRUCTION PRINT

PROJECT NO. 0820-1004

SHEET 1 OF 1

DATE 08/20/2020

100

MAP # AL 645332

PROJECT NAME Marble Falls Conference Center Retirement

CUSTOMER City of Marble Falls

ADDRESS _____

LOCATION Marble Falls Texas

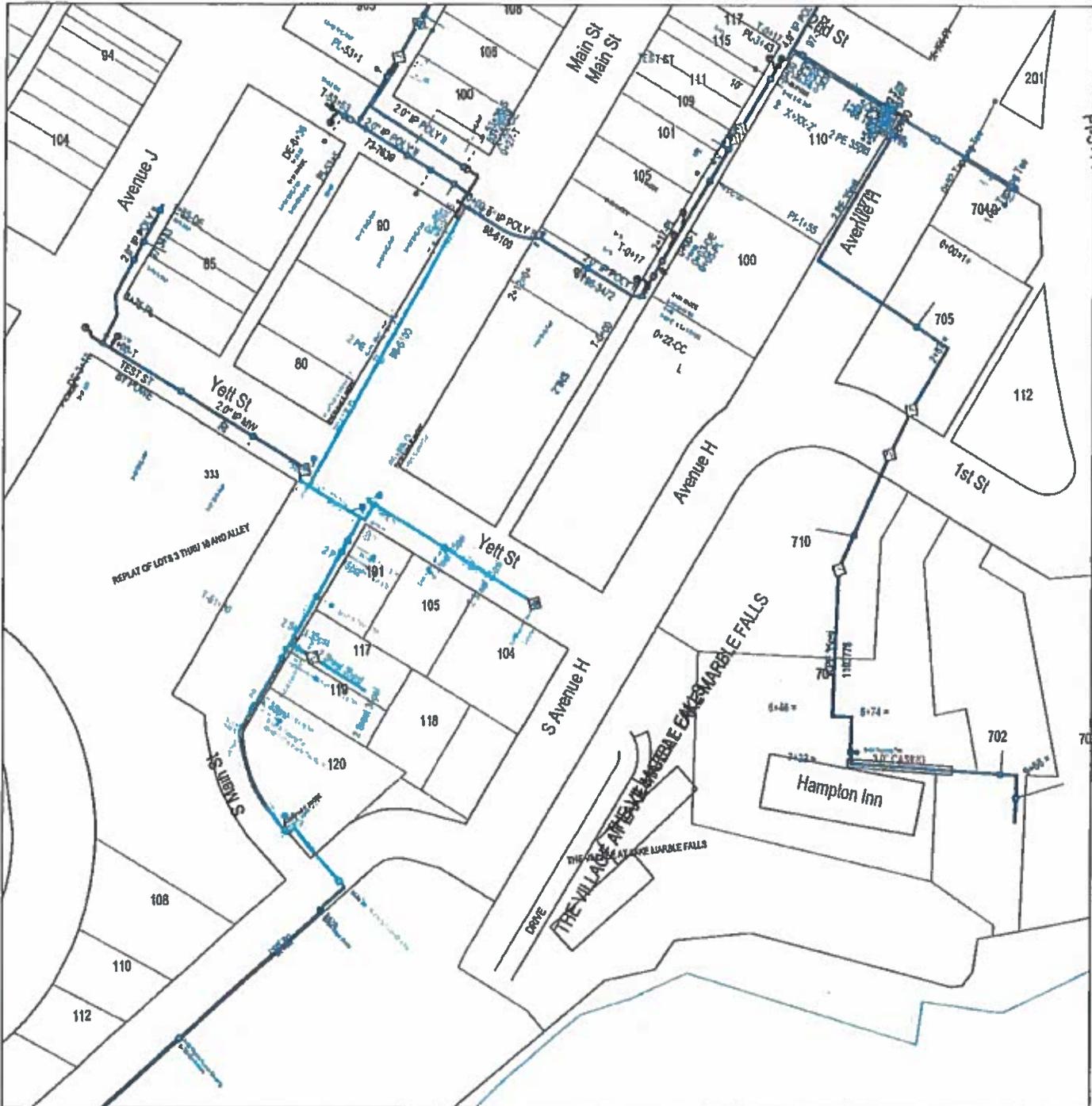


PROJECT MANAGER Raymer, John

PHONE NUMBER 830-255-4122

© 2009 ATMOS ENERGY

Maps, drawings and electronic data (products) are created for the internal purposes of Atmos Energy with no implication of suitability or fitness for the internal use of the recipient. Atmos Energy will make good faith efforts to provide products that are free from error, but does not warrant the accuracy or quality of such products. The locations shown are approximations and are not intended to show exact locations. Products provided to other parties by Atmos Energy are for the internal use of the recipient, and the recipient agrees not to duplicate or distribute the products or any portion of the products to third parties without the prior written permission of Atmos Energy. The recipient further agrees to hold harmless and indemnify Atmos Energy against all claims, costs, expenses and damages resulting from or predicated upon strict liability for personal injuries, death or property damage, on account of any defects in the property provided hereunder.



Income Tax Adjustment & Franchise Fee Adjustment Calculator

Project #:

City List Updated: 3/9/2020

Project Title:

City:

Customer Type:

Total Cost including indirects: \$

Project Cost: \$

Income Tax Adjustment: \$

Franchise Fee Adjustment: \$

TOTAL CHARGE: \$

Project Notes:

Income Tax Adjustment => 12.470%
Franchise Fee Adjustment => 0.000%

**WORK ASSIGNMENT SUPPLEMENT – Project 080.70007
Marble Falls Conference Center**

This Work Assignment Supplement is entered into effective September 15, 2020 by and between Smetana & Associates Construction 6415 General Bruce Dr Temple Texas 76502 (“CONTRACTOR”), City of Marble Falls 800 Third St Marble Falls, Texas 78654 (“DEVELOPER”), and Atmos Energy Corporation (“COMPANY”).

PERFORMANCE OF WORK - CONTRACTOR will perform the work identified herein (the “Work”) as authorized by COMPANY, pursuant to the terms and conditions in the Master Services Agreement No SA17-11374 (“Agreement”) between COMPANY and CONTRACTOR, which Agreement is incorporated herein by reference. When and as expressly authorized by COMPANY, and notwithstanding any provision to the contrary in the above-referenced Agreement, DEVELOPER will pay CONTRACTOR the full and complete cost of the Work, as mutually agreed between CONTRACTOR and DEVELOPER.

SCOPE OF WORK - CONTRACTOR will perform the Work in accordance with the Scope of Work Attachment and the drawings, specifications, and instructions, if any attached hereto, and identified in the List of Attachments set forth herein. DEVELOPER will have the right, at all times, to instruct CONTRACTOR to construct the Work in accordance with the Scope of Work Attachment, but DEVELOPER has no obligation to supervise CONTRACTOR in the performance of the Work.

CONTRACTOR will, in consultation with DEVELOPER, assume full responsibility for investigating conditions of any property or facilities at or with respect to which Work will be performed, for the purpose of evaluating and determining the existence and magnitude of any hazards resulting from such Work to such property, or to the property of DEVELOPER, or to the property or physical well-being of any of DEVELOPER’s employees or agents, and CONTRACTOR and/or DEVELOPER, as appropriate, will ensure that DEVELOPER’s and CONTRACTOR’s employees and agents are advised of and fully understand the nature of such hazards and safety precautions that can be taken to eliminate or minimize the dangers relating to such hazards.

All field changes must be approved in advance by the CONTRACTOR, DEVELOPER and COMPANY by email or letter.

ACQUISITION OF EASEMENT RIGHTS - If any additional real property rights must be acquired in order to connect with completed Work with COMPANY’s existing facilities located outside of DEVELOPER’s property, then COMPANY’s acceptance of the Work shall be conditioned upon DEVELOPER having acquired for COMPANY all real property rights which COMPANY deems necessary for the installation of facilities which are sufficient to connect to the completed Work.

ACCEPTANCE OF WORK - Upon inspection and acceptance by COMPANY’s inspector of the Work (“Final Acceptance”), DEVELOPER will execute and deliver to COMPANY a Bill of Sale and Assignment substantially in the form attached hereto and made a part hereof, conveying the Work to COMPANY. In addition, if the Work is not located under public rights-of-way or defined public utility easement, DEVELOPER will grant to COMPANY an easement over the Work, which easement will be substantially in the form of the easement attached hereto and made a part hereof. It is understood and agreed that the transfer of the Work installed pursuant to this Agreement, and the granting of any easements to COMPANY hereunder, will be at no cost to COMPANY whatsoever.

DEVELOPER must notify COMPANY’s Project Manager at least five days prior to commencement of construction.

CONTRACTOR must return all required field construction documents to Atmos Energy including, but not limited to, as built, test charts and print line data within 10 working days of completion.

INVOICES – All invoices will be sent to DEVELOPER at the following address:

Address; 800 Third Street Marble Falls, Texas 78654

LIST OF ATTACHMENTS – COMPANY, DEVELOPER, and CONTRACTOR agree that the following described attachments, if any, are incorporated herein in their entirety.

- | | |
|--------------------------------|--|
| 1. Scope of Work Attachment | 3. Form of Bill of Sale and Assignment |
| 2. Design Layout of Facilities | 4. Form of Easement N/A |

CONTRACTOR:

ATMOS ENERGY CORPORATION

By: _____

By: _____

Name: _____

Name: John Raymer

Title: _____

Title: Sr. Project Specialist

DEVELOPER:

By: _____

Name: _____

Title: _____

WORK ASSIGNMENT SUPPLEMENT
SCOPE OF WORK ATTACHMENT

PROJECT # 080.70007

PROJECT NAME OR SUBDIVISION & PHASE: Marble Falls Conference Center

NUMBER OF METERS: 1

DEVELOPER REQUIREMENTS: GAS MAIN EXTENSION

ALLEY DISTRIBUTION:

CONTRACTOR will install all gas main(s), service taps, and service line risers required, as part or in furtherance of the Work. CONTRACTOR will be responsible for installing facilities to COMPANY design drawings and specifications including, but not limited to, those pertaining to depth from final grade (minimum 30" for main and 24" for service line), tracer wire, test stations, etc. and Atmos Energy's Meter Specification Manual. DEVELOPER'S plumber will install customer gas line on same side of building as COMPANY installed service riser.

FRONT LOT DISTRIBUTION:

CONTRACTOR will install all gas main(s), service taps, and service stubs to 10 feet inside the property line of each lot or tract within the Scope of Work. Marker balls and curb marker medallions will be placed to mark all service stubs. CONTRACTOR will be responsible for installing facilities according to COMPANY design drawings and specifications including, but not limited to, those pertaining to depth from final grade (minimum 30" for main and 24" for service stub), tracer wire, test stations, etc. and Atmos Energy's Meter Specification Manual. DEVELOPER's plumber will install customer service stub on same side of building as COMPANY installed service stub.

STORM WATER POLLUTION PREVENTION PLAN

If project requires a SWPPP, COMPANY consultant will develop and will be responsible for the plan and will also submit NOI for the project. DEVELOPER/CONTRACTOR will provide necessary sediment control measures screening, filters, etc. for installation and restabilization of the project area.

COMPANY is not responsible for the cost of any concrete repairs; if concrete cuts are needed, concrete repairs shall be at DEVELOPER's sole cost.

COMPANY is not responsible for the cost of any traffic control expenses. Any additional equipment needed beyond CONTRACTOR's available traffic control equipment at the request of by the City shall be at DEVELOPER's sole cost.

DEVELOPER is responsible for surveying/ staking of all easements, ROW's and gas main routes including service stub locations prior to construction.

DEVELOPER INITIALS: _____

CONTRACTOR will be responsible for providing gas mains of the number, dimensions, and footages specified below:

Installation of approximately 974 feet of 4" HDPE IP Poly main and approximately 976 feet of 4" HDPE with (1) 2 inch HDPE IP poly long side service stub and (1). 5# anodes should be placed every 1000 feet and shown on design to protect tracer wire. Test leads should be placed every 500 feet intervals and or at a protected locations and all (main) Dead Ends. Excess flow valves are required on every residential stubs, along with EVF Medallion. Install gas main in designated PUE or Right of Way. If design changes are required in the field, contact FCC and Project Manager before proceeding.

COMPANY will be responsible for the following:

1. Inspecting all work performed by CONTRACTOR in a reasonably timely manner.

2. Notifying DEVELOPER within a reasonable time after Final Acceptance of the Work by COMPANY.
3. Installing service lines and risers for front lot distribution from service stub in accordance with Atmos Energy's Meter Specification Manual (available at atmosenergy.com).

WORK ASSIGNMENT SUPPLEMENT
DESIGN LAYOUT OF FACILITIES

**WORK ASSIGNMENT SUPPLEMENT
FORM OF BILL OF SALE AND ASSIGNMENT**

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

THAT for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged City of Marble Falls, a Texas corporation (hereinafter referred to as "Seller"), hereby grants, bargains, sells, assigns, transfers, and conveys unto Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, a Texas and Virginia corporation (hereinafter referred to as "Buyer"), its successors and assigns, all of Seller's right, title, and interest to and in the following, all of which is collectively referred to hereafter as the "Property":

- (a) that equipment and those facilities described in Attachment "1," located on that property described, configured and situated along the route described in Attachment "2," all such attachments being a part hereof; and
- (b) all easements and permits related to the equipment and facilities set forth above, as described in Attachment "4," being a part hereof

Seller warrants that it is the lawful owner in every respect of the Property, and that the new pipeline is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever. Seller further warrants that it is not aware of any existing violations of any law, ordinance, or regulation relating to the Property, or of any latent or patent defects in the Property.

TO HAVE AND TO HOLD unto the said Buyer, its successors and assigns forever, to warrant and defend the title to the Property against every person whomsoever lawfully claiming the Property or any part of it.

Seller further agrees to execute and deliver any and all further conveyances, assignments, bills of sale, certificates, instruments of transfer, or other documents that may be necessary or appropriate to effectuate the terms hereof, and the terms of that certain Work Assignment Supplement between Buyer and Seller dated, and to vest in Buyer, its heirs, representatives, successors, and assigns, title to the Property.

IN WITNESS WHEREOF, this Bill of Sale and Assignment is executed on the ___ day of _____, 2019.

By: _____
Title: _____

Atmos Energy Corporation
By: _____
Title: Sr. Project Specialist

October 6, 2020

6. CONSENT AGENDA

- (e) Approval of Resolution 2020-R-10B to pursue Category 3 – Federal Award Matching Funds funding from the Flood Infrastructure Fund through Texas Water Development Board for the Avenue N at Backbone Creek HMGP Project. *Kacey Paul, City Engineer*
-



**Council Agenda Item Cover Memo
October 6, 2020**

Agenda Item No.: 6(e)
Presenter: Kacey Paul, P.E., City Engineer
Department: Engineering
Legal Review:

AGENDA CAPTION

Discussion and Action on Resolution 2020-R-10B to pursue Category 3 – Federal Award Matching Funds funding from the Flood Infrastructure Fund through Texas Water Development Board for the Avenue N at Backbone Creek HMGP Project.

BACKGROUND INFORMATION

The State of Texas directed the Texas Water Development Board (TWDB) to form a stormwater branch in the organization. They allocated just under \$800 million to be used in project grants and loans. As a result, TWDB developed the Flood Program and formed the Flood Infrastructure Fund (FIF) program. They solicited projects in 4 categories. Category 3 is specific to assistance with the matching portion of any federal grant. For Marble Falls, Category 3 projects qualify for a 75% grant. The remaining 25% is eligible to receive a 0% interest loan from the program.

The City applied for and has been selected for review of an HMGP grant for the low water crossing at Avenue N and Backbone Creek. This is a primary route to neighborhoods in Marble Falls including Pecan Valley and Lakeshore. Additionally, this route provides a thoroughfare to the City of Meadowlakes, Texas. When the low water crossing floods, access to these two (2) neighborhoods and the entire City of Meadowlakes are cut off for several days at a time. Due to road closure of this low water crossing, 1,335 residents in Marble Falls and 2,500 residents in the City of Meadowlakes are impacted. An average of 3,857 vehicles use the crossing daily. Historically, the low water crossing at Avenue N over Backbone Creek floods four (4) times a year.

In addition to the primary route, when the low water crossing floods, secondary routes into the area are also impacted by flood waters and become impassable. Residents on the south side of the crossing (the City of Meadowlakes, Pecan Valley and Lakeshore neighborhoods) cannot travel to or from their homes and emergency services cannot access the areas.

The City proposes a two-way bridge to be installed at the Avenue N crossing of Backbone Creek. The roadway approaches and new bridge would be 15 feet higher than the current crossing elevation. This proposed crossing will be able to convey peak flow from the 50-year storm event. The grading for the bridge will begin at the railroad crossing and end between Backbone Street and Johnson Street for a total project length of approximately 780 feet. Total cost of this option is approximately \$3,579,498.

Historically, Avenue N over Backbone Creek can be closed for several days at a time during flooding and during debris removal. During the October 16, 2018 flood, the roadway was closed for two (2) days, in 2007 it was closed for three (3) days, while in 1997 the roadway was closed for an extended period. Exhibit A (provided by the City of Marble Falls) is a partial list of recorded closures of Avenue N from 2007 to June 2019. Damages associated specifically with Avenue N at Backbone Creek included drainage damage, roadway crossing structure damage, riprap damage, and sediment/debris removal. It was noted that the crossing needs a metal beam guard fence (MBGF).

The low water crossing at Avenue N over Backbone Creek consists of three (3) 9' x 2.5' box culverts. The drainage area is 40.25 square miles at the confluence with the Colorado River (Lake Marble Falls) approximately 4,200 feet (0.8 miles) downstream of Avenue N. The 100-year floodplain elevation at Avenue N and Backbone Creek is equal to the 100-year floodplain from the backwater effects from the Colorado River (Lake Marble Falls). During heavy rainfall events, the low water crossing is prone to flooding, making it impassible during storms.

If the City is successful in both grant applications, the funding breakdown is as follows:

• <u>Project Total</u>	\$ 3,579,498
• HMGP Funds	\$ 2,684,623
• TWDB Funds	\$ 662,207
• Local/City Match	\$ 232,667

The conceptual drawing of the site with the bridge extents is shown on page 3. This project would include design, hydraulic/hydrologic modeling, permitting, construction, grant administration, and any resulting floodplain adjustments.

RECOMMENDATION

City staff recommends approval of Resolution 2020-R-10B, affirming support to pursue the TWDB FIF grant opportunity for the Avenue N at Backbone Creek HMGP Project.

Memo Contents:

- | | |
|-------------------------|--------|
| • Location Map | Page 3 |
| • Resolution 2020-R-10B | Page 4 |

LOCATION MAP



Resolution 2020-R-10B

TWDB-0201A
Rev 11/16

Application Filing and Authorized Representative Resolution

A RESOLUTION by the City Council of the City of Marble Falls requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE City Council OF THE City of Marble Falls :

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$ 3,579,497 to provide for the costs of Avenue N at Backbone Creek HMGP Project.

SECTION 2: That Mike Hodge be and is hereby designated the authorized representative of the City of Marble Falls for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Marble Falls before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: Mark M. McLiney
Senior Managing Director, SAMCO Capital Markets, Inc

Engineer: Kacey Paul, P.E.
City Engineer, City of Marble Falls

Bond Counsel: David Mendez
Bond Attorney, Cickerstaff Heath Delgado Acosta LLP

PASSED AND APPROVED, this the _____ day of _____, 20_____.

ATTEST: _____

By: _____

(Seal)

October 6, 2020

6. CONSENT AGENDA

- (f) Approval of Resolution 2020-R-10C to pursue Category 2 – Planning, Acquisition, Design, Construction, Rehabilitation funding from the Flood Infrastructure Fund through Texas Water Development Board for the Backbone Bypass Channel project. *Kacey Paul, City Engineer*
-



Council Agenda Item Cover Memo
October 6, 2020

Agenda Item No.: 6(f)
Presenter: Kacey Paul, P.E., City Engineer
Department: Engineering
Legal Review:

AGENDA CAPTION

Discussion and Action on Resolution 2020-R-10C to pursue Category 2 – Planning, Acquisition, Design, Construction, Rehabilitation funding from the Flood Infrastructure Fund through Texas Water Development Board for the Backbone Bypass Channel project.

BACKGROUND INFORMATION

The State of Texas directed the Texas Water Development Board (TWDB) to form a stormwater branch in the organization. They allocated just under \$800 million to be used in project grants and loans. As a result, TWDB developed the Flood Program and formed the Flood Infrastructure Fund (FIF) program. They solicited projects in 4 categories. Category 2 is specific to planning, acquisition, design, construction and rehabilitation projects impacted by stormwater. For Marble Falls, Category 2 projects qualify for a 44% grant. The remaining 56% is eligible to receive a 0% interest loan from the program.

In 2014, the Marble Falls TWDB Flood Protection Plan (FPP) identified the “Unnamed Tributary Bypass Channel” as a recommended flood mitigation alternative. The existing capacity of this unnamed tributary is very low, resulting in frequent flooding of 11 roadways and more than 50 properties. In order to produce a significant flood reduction, it was determined that the 100-year discharge from this tributary’s upstream sub-basin would need to be diverted to Backbone Creek. Two diversion alignment options were analyzed, and the City has elected to proceed with Option B, which discharges into Backbone Creek downstream of FM 1431 rather than Option A, which would divert flows more than a half mile upstream of FM 1431. The proposed diversion will not result in adverse hydraulic impacts in Backbone Creek because the tributary peak occurs prior to the Backbone Creek peak. The project and benefited area lie entirely within the City of Marble Falls with a portion of the benefited area with the TxDOT right-of-way of FM 1431. The City has provided TxDOT with a draft MOU for the project.

The diversion alignment options along with a comparison of pre-project and post-project 100-year floodplains based on conceptual modeling are included in Exhibit 1. This comparison reveals that the proposed diversion will greatly reduce the impact of flooding through the residential neighborhood, removing 23 habitable structures from the existing 100-year floodplain for a total approximate appraised value of \$1,100,000. An estimate of probable cost for the design and construction for Option B prepared by the City in 2020 is provided in Exhibit 2.

The proposed project has been developed based on best available data including the 2014 Marble Falls TWDB FPP, TxDOT average low bid unit prices, and other data sources.

If the City is successful in this grant application, the funding breakdown is as follows:

• Project Total	\$ 1,691,906.00
• TWDB Funds	\$ 744,438.64
• Local/City Match	\$ 947,467.36

This project would include design, hydraulic/hydrologic modeling, permitting, construction, grant administration, and any resulting floodplain adjustments.

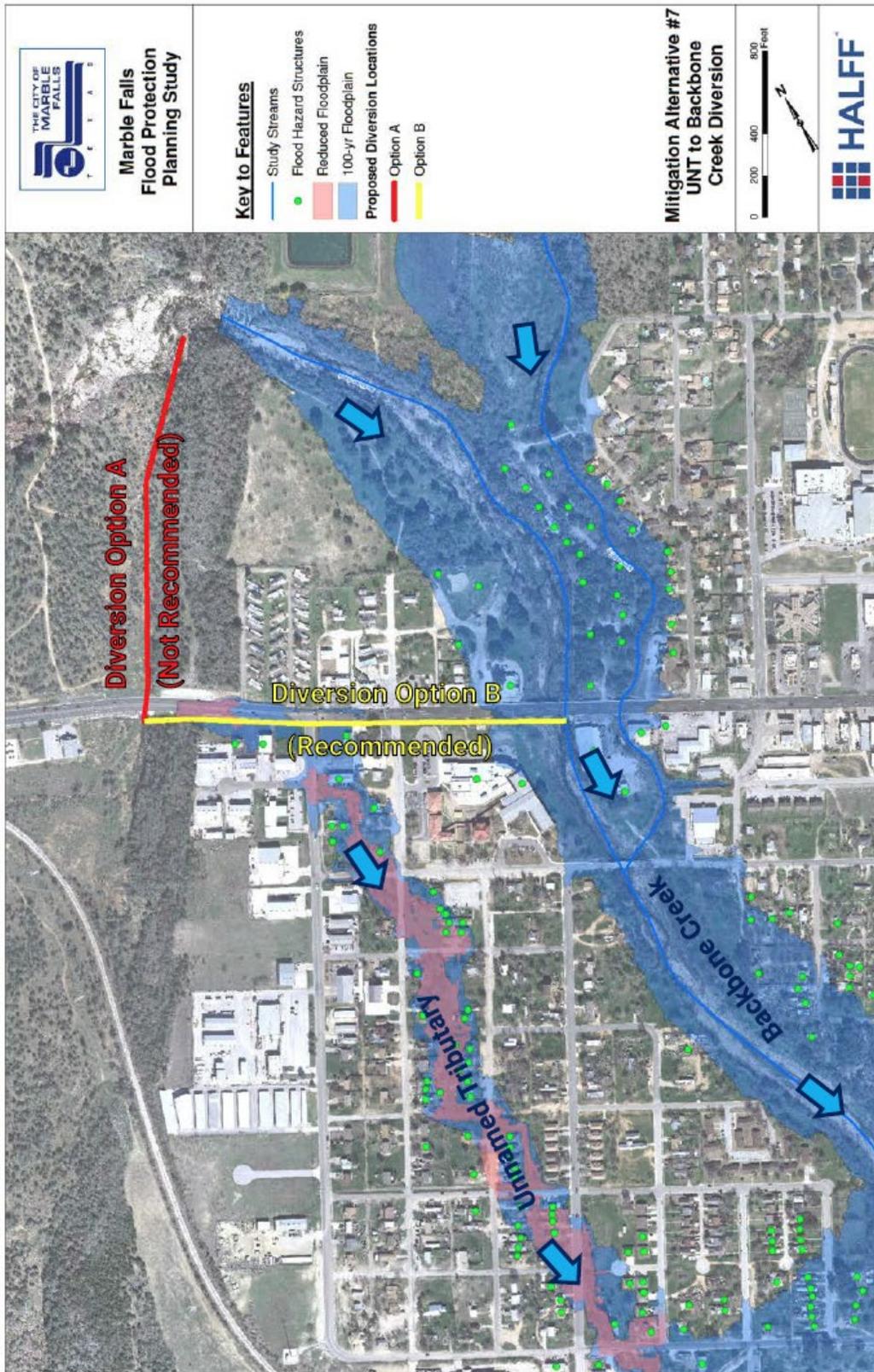
RECOMMENDATION

City staff recommends approval of Resolution 2020-R-10C, affirming support to pursue the TWDB FIF grant opportunity for the full relocation of the Backbone Bypass Channel project.

Memo Contents:

- | | |
|----------------------------|--------|
| • Location Map | Page 3 |
| • Conceptual Cost Estimate | Page 4 |
| • Resolution 2020-R-10C | Page 5 |

LOCATION MAP



Conceptual Cost Estimate

72" RCP	1600	LF	\$ 500	\$ 800,000
Manholes	4	EA	\$ 15,000	\$ 60,000
Outfall	1	EA	\$ 10,000	\$ 10,000
Pavement Repair	800	SF	\$ 200	\$ 160,000
Curb Replacement	80	LF	\$ 25	\$ 2,000
Curb Inlets	2	EA	\$ 4,000	\$ 8,000
Revegetation	1800	SY	\$ 5	\$ 9,000

CONSTRUCTION SUBTOTAL	\$ 1,049,000
5% MOBILIZATION/DEMOBILIATION	\$ 52,450
Traffic Control	\$ 52,450
5% SURVEY AND GEOTECHNICAL	\$ 23,078
25% CONTENGENCIES	\$ 294,245
CONSTRUCTION TOTAL	\$ 1,471,223
ENGINEERING, PERMITTING, ADMINISTRATIVE	\$ 220,683
TOTAL COST	\$ 1,691,906

Resolution 2020-R-10C

TWDB-0201A
Rev 11/16

Application Filing and Authorized Representative Resolution

A RESOLUTION by the City Council of the City of Marble Falls requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE City Council OF THE City of Marble Falls;

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$ 1,091,908 to provide for the costs of Backbone Tributary Bypass Channel Project.

SECTION 2: That Mike Hodge be and is hereby designated the authorized representative of the City of Marble Falls for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Marble Falls before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: Mark M. McLiney
Senior Managing Director, SAMCO Capital Markets, Inc

Engineer: Kacey Paul, P.E.
City Engineer, City of Marble Falls

Bond Counsel: David Mendez
Bond Attorney, Cickerstaff Heath Delgado Acosta LLP

PASSED AND APPROVED, this the _____ day of _____, 20_____.

ATTEST: _____

By: _____

(Seal)

October 6, 2020

6. CONSENT AGENDA

- (g) Approval of Resolution 2020-R-10D to pursue Category 2 – Planning, Acquisition, Design, Construction, Rehabilitation funding from the Flood Infrastructure Fund through Texas Water Development Board for the full relocation of the Wastewater Treatment Plant to the TLAP site and site restoration. *Kacey Paul, City Engineer*
-



Council Agenda Item Cover Memo
October 6, 2020

Agenda Item No.: 6(g)
Presenter: Kacey Paul, P.E., City Engineer
Department: Engineering
Legal Review:

AGENDA CAPTION

Discussion and Action on Resolution 2020-R-10D to pursue Category 2 – Planning, Acquisition, Design, Construction, Rehabilitation funding from the Flood Infrastructure Fund through Texas Water Development Board for the full relocation of the Wastewater Treatment Plant to the TLAP site and site restoration.

BACKGROUND INFORMATION

The State of Texas directed the Texas Water Development Board (TWDB) to form a stormwater branch in the organization. They allocated just under \$800 million to be used in project grants and loans. As a result, TWDB developed the Flood Program and formed the Flood Infrastructure Fund (FIF) program. They solicited projects in 4 categories. Category 2 is specific to planning, acquisition, design, construction and rehabilitation projects impacted by stormwater. For Marble Falls, Category 2 projects qualify for a 44% grant. The remaining 56% is eligible to receive a 0% interest loan from the program.

The City of Marble Falls existing Wastewater Treatment Plant is a 1.5 MGD facility located in the floodplain, with a portion of the plant located in the floodway. Additionally, many of the existing facilities are designed for flood protection to elevation 761 as this was the previous effective flood elevation prior to adoption of the 2012 Effective FIRM. As a result, almost every facility at this site has a top elevation below the 100-year floodplain.

There have been 4 major flood events where the plant is currently located - October 2018, June 2007, June 1997, and September 1952. During the October 2018 flood event, a majority of the facilities were inundated, including the influent bar screen, holding pond, 3 of the 4 clarifiers, filtration basin, all wet wells, office & laboratory, and solids handling facility.

Per Council directive, the City would like to fully relocate the wastewater treatment plant out of the floodplain and rehabilitate the existing site to be converted into useable

space (i.e. park land). Due to the size and magnitude of this project and the resultant financial burden on the citizens, the City would need funding assistance & grants to accomplish this goal.

Due to the flood risk of our current plant, the This grant program cannot be used to add capacity to the plant, and would be specific to the full relocation of the plant. From my estimates, with this program, fully relocating the plant and rehabilitating the site would cost the City \$323,200 more than the current 1.5 MGD expansion that is planned. This cost breakdown is shown below and are based on the numbers from the Capacity study with the initial quotes from Aqua Nereda.

Plant Components	Costs
1.5 MGD Aqua Nereda Reactor at TLAP Site	\$ 17,394,000
3.0 MGD Aqua Nereda Reactor at TLAP Site	\$ 26,784,000
Conveyance - 1.5 MGD	\$ 10,523,000
Conveyance - 3 MGD	\$ 13,213,000
Site Restoration	\$ 1,309,000
1.5 MGD Plant at TLAP Site	\$ 27,917,000
3 MGD Plant at TLAP Site	\$ 41,306,000
Difference in 1.5 & 3 MGD plant	\$ 13,389,000
Estimated Grant Amount (44%)	\$ 13,065,800

If the City is successful in this grant application, the funding breakdown is as follows:

- **Project Total** **\$ 29,695,000**
- TWDB Funds \$ 13,065,800
- Local/City Match \$ 16,332,250

We fully anticipate our actual project costs adjusting once we enter into the project, as well as further conversation about this topic. For the grant purposes, we needed to use the numbers included in the study.

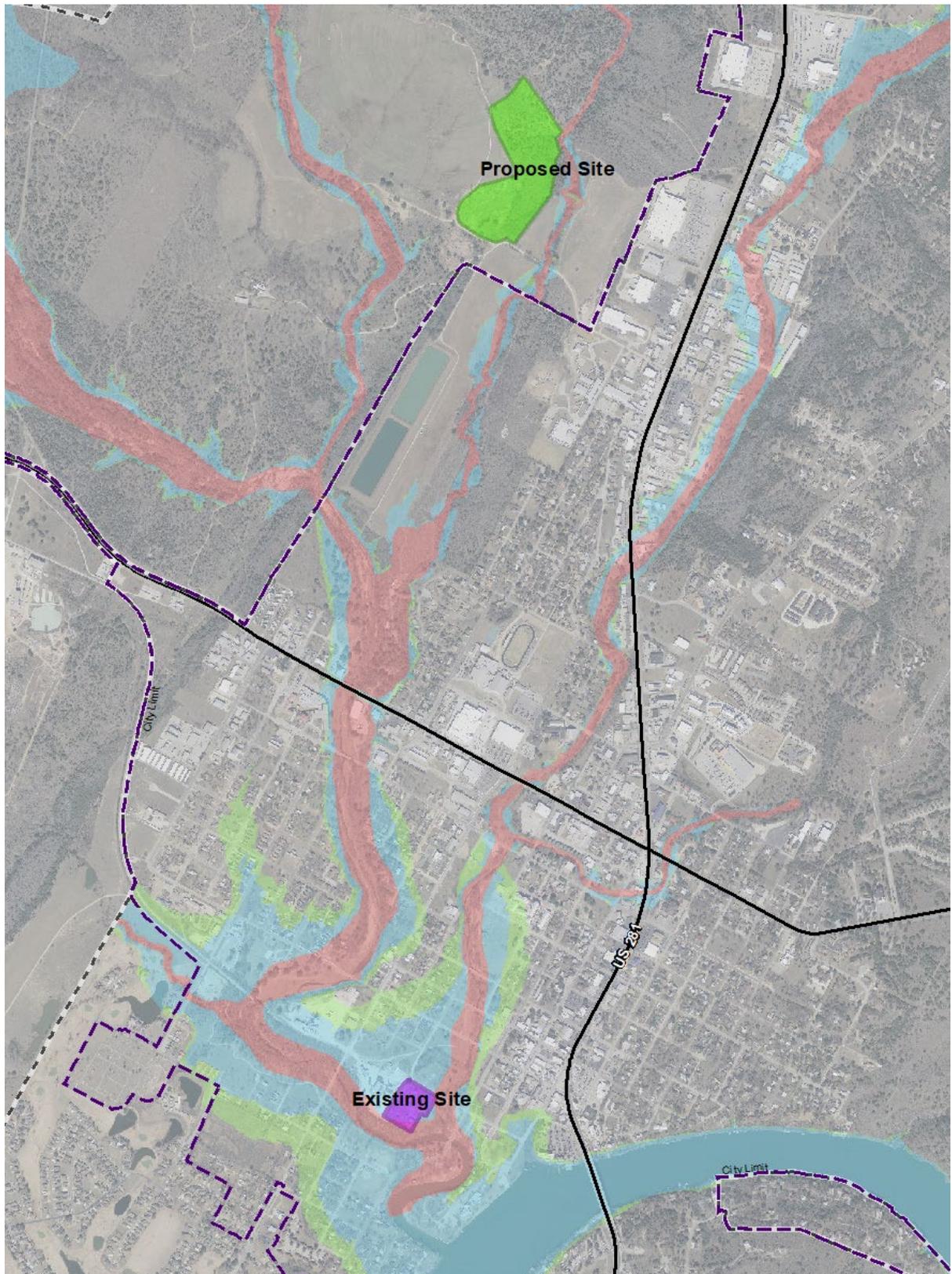
RECOMMENDATION

City staff recommends approval of Resolution 2020-R-10D, affirming support to pursue the TWDB FIF grant opportunity for the full relocation of the Wastewater Treatment Plant to the TLAP site and site restoration.

Memo Contents:

- Location Map Page 3
- Cost Estimate (used for grant) Pages 4 – 5
- Resolution 2020-R-10D Page 6

LOCATION MAP



Cost Estimates (used for grant) 1 of 2

1.5 MGD Aqua Nereda Reactor at TLAP Site

Description	Quantity	Unit	Unit Cost	Total Cost	Notes
Sitework and Yard Piping	1.5 MGD		\$ 435,258	\$	652,887
Plant Roads	2250 SY		\$ 114	\$	256,500 Creek crossing
Influent Lift Station (Structure)	3 MGD		\$ 100,000	\$	300,000
Influent Lift Station (Equipment)	1.5 MGD		\$ 50,000	\$	75,000
Preliminary Bar Screen (Structure)	3 MGD		\$ 90,000	\$	270,000
Preliminary Bar Screen (Equipment)	1.5 MGD		\$ 50,000	\$	75,000
Preliminary Fine Screen (Structure)	3 MGD		\$ 90,000	\$	270,000
Preliminary Fine Screen (Equipment)	1.5 MGD		\$ 50,000	\$	75,000 6 mm screen is preferred
Grit Removal	1.5 MGD		\$ 335,000	\$	502,500
Pre-Equalization Basin	370 CY		\$ 550	\$	203,500 1 - 52' W x 52' L x 24.2' H (shared wall)
Aqua Reactor (Structure)	1680 CY		\$ 550	\$	924,000 2 - 52' W x 52' L x 24.2' H; 2 ft thick slab
Aqua Reactor (Equipment)	1.5 MGD		\$ 1,540,000	\$	2,310,000 Includes 10% Engineering
Post-Equalization Basin	150 MGD		\$ 550	\$	82,500 1 - 15' W x 52' L x 24.2' H (shared wall)
RAS/WAS Pump Station	1.5 MGD		\$ 91,000	\$	136,500
Sludge Buffer Design	80 CY		\$ 550	\$	44,000 1 - 16.5' W x 16.5' L x 24.2' H (shared wall)
Sludge Storage and Dewatering	1.5 MGD		\$ 500,000	\$	750,000
Tertiary Filtration (Structure)	3 MGD		\$ 100,000	\$	300,000
Tertiary Filtration (Equipment)	1.5 MGD		\$ 150,000	\$	225,000
Disinfection	1.5 MGD		\$ 300,000	\$	450,000
Operator Building & Lab	2000 SF		\$ 300	\$	600,000
CONSTRUCTION SUBTOTAL				\$	8,502,387
ELECTRICAL SYSTEMS				20%	\$ 1,700,477
INSTRUMENTATION AND CONTROLS				10%	\$ 850,239
MISCELLANEOUS				15%	\$ 1,275,358
MOBILIZATION/CONTRACTOR OVERHEAD AND PROFIT				20%	\$ 1,700,477
CONTINGENCY				10%	\$ 850,239
CONSTRUCTION TOTAL				\$	14,879,177
ENGINEERING, PERMITTING, ADMINISTRATIVE				20%	\$ 2,513,835 Does not include Aqua Nereda questions
TOTAL COST				\$	17,394,000

3.0 MGD Aqua Nereda Reactor at TLAP Site

Description	Quantity	Unit	Unit Cost	Total Cost	Notes
Sitework and Yard Piping	3 MGD		\$ 435,258	\$	1,305,774
Plant Roads	2250 SY		\$ 114	\$	256,500 Creek crossing
Influent Lift Station (Structure)	3 MGD		\$ 100,000	\$	300,000
Influent Lift Station (Equipment)	3 MGD		\$ 50,000	\$	150,000
Preliminary Bar Screen (Structure)	3 MGD		\$ 90,000	\$	270,000
Preliminary Bar Screen (Equipment)	3 MGD		\$ 50,000	\$	150,000
Preliminary Fine Screen (Structure)	3 MGD		\$ 90,000	\$	270,000
Preliminary Fine Screen (Equipment)	3 MGD		\$ 50,000	\$	150,000 6 mm screen is preferred
Grit Removal	3 MGD		\$ 335,000	\$	1,005,000
Pre-Equalization Basin	370 CY		\$ 550	\$	203,500 1 - 52' W x 52' L x 23.8' H (shared wall)
Aqua Reactor (Structure)	3360 CY		\$ 550	\$	1,848,000 4 - 52' W x 52' L x 23.8' H; 2 ft thick slab
Aqua Reactor (Equipment)	3 MGD		\$ 1,316,667	\$	3,950,000 Includes 10% Engineering
Post-Equalization Basin	150 MGD		\$ 550	\$	82,500 1 - 15' W x 52' L x 23.8' H (shared wall)
RAS/WAS Pump Station	1.5 MGD		\$ 91,000	\$	136,500
Sludge Buffer Design	150 CY		\$ 550	\$	82,500 2 - 16.5' W x 16.5' L x 23.8' H (shared wall)
Sludge Storage and Dewatering	1.5 MGD		\$ 500,000	\$	750,000
Tertiary Filtration (Structure)	3 MGD		\$ 100,000	\$	300,000
Tertiary Filtration (Equipment)	3 MGD		\$ 140,000	\$	420,000
Disinfection	3 MGD		\$ 300,000	\$	900,000
Operator Building & Lab	2000 SF		\$ 300	\$	600,000
CONSTRUCTION SUBTOTAL				\$	13,130,274
ELECTRICAL SYSTEMS				20%	\$ 2,626,055
INSTRUMENTATION AND CONTROLS				10%	\$ 1,313,027
MISCELLANEOUS				15%	\$ 1,969,541
MOBILIZATION/CONTRACTOR OVERHEAD AND PROFIT				20%	\$ 2,626,055
CONTINGENCY				10%	\$ 1,313,027
CONSTRUCTION TOTAL				\$	22,977,979
ENGINEERING, PERMITTING, ADMINISTRATIVE				20%	\$ 3,805,596 Does not include Aqua Nereda questions
TOTAL COST				\$	26,784,000

Cost Estimates (used for grant) 2 of 2

Conveyance - 1.5 MGD

Description	Quantity	Unit	Unit Cost	Total Cost	Notes
9.0 MGD Intermediate Lift Station	1	LS	\$ 1,800,000	\$ 1,800,000	
New 16" PVC Force Main	15100	LF	\$ 115	\$ 1,736,500	
Connection to Existing 16" Line	1	LS	\$ 40,000	\$ 40,000	
Relocate Existing Low Service Pump Station	1	LS	\$ 200,000	\$ 200,000	
New 12" PVC Force Main to Reclaimed Water Storage	15100	LS	\$ 50	\$ 755,000	
New 21" PVC to TLAP Ponds	2450	LF	\$ 140	\$ 343,000	
Valves and Fittings	1	LS	\$ 345,000	\$ 345,000	
CONSTRUCTION SUBTOTAL				\$ 5,219,500	
ELECTRICAL SYSTEMS				20% \$ 1,043,900	
INSTRUMENTATION AND CONTROLS				10% \$ 521,950	
MISCELLANEOUS				15% \$ 782,925	
MOBILIZATION/CONTRACTOR OVERHEAD AND PROFIT				20% \$ 1,043,900	
CONTINGENCY				15% \$ 782,925	
CONSTRUCTION TOTAL				\$ 9,395,100	
ENGINEERING, PERMITTING, ADMINISTRATIVE				12% \$ 1,127,412	
TOTAL COST				\$ 10,523,000	

Conveyance - 3 MGD

Description	Quantity	Unit	Unit Cost	Total Cost	Notes
9.0 MGD Intermediate Lift Station	1	LS	\$ 2,000,000	\$ 2,000,000	
New 16" PVC Force Main	15100	LF	\$ 120	\$ 1,812,000	
Connection to Existing 16" Line	1	LS	\$ 50,000	\$ 50,000	
Relocate Existing Low Service Pump Station	1	LS	\$ 250,000	\$ 250,000	
New 12" PVC Force Main to Reclaimed Water Storage	15100	LS	\$ 120	\$ 1,812,000	
New 21" PVC to TLAP Ponds	2450	LF	\$ 100	\$ 245,000	
Valves and Fittings	1	LS	\$ 385,000	\$ 385,000	
CONSTRUCTION SUBTOTAL				\$ 6,554,000	
ELECTRICAL SYSTEMS				20% \$ 1,310,800	
INSTRUMENTATION AND CONTROLS				10% \$ 655,400	
MISCELLANEOUS				15% \$ 983,100	
MOBILIZATION/CONTRACTOR OVERHEAD AND PROFIT				20% \$ 1,310,800	
CONTINGENCY				15% \$ 983,100	
CONSTRUCTION TOTAL				\$ 11,797,200	
ENGINEERING, PERMITTING, ADMINISTRATIVE				12% \$ 1,415,664	
TOTAL COST				\$ 13,213,000	

Site Restoration

Description	Quantity	Unit	Unit Cost	Total Cost	Notes
Clean/Disinfect Existing Structures	1	LS	\$ 100,000	\$ 100,000	
Demo Existing Structures	1	LS	\$ 300,000	\$ 300,000	
Hauling of Demolition Debris	1	LS	\$ 100,000	\$ 100,000	
Disposal of Demolition Debris	1	LS	\$ 125,000	\$ 125,000	
Grout Fill Appropriate Pipes	1	LS	\$ 53,000	\$ 53,000	
Backfill Existing Structures	1	LS	\$ 48,000	\$ 48,000	
Site Grading & Vegetation	1	LS	\$ 105,000	\$ 105,000	
CONSTRUCTION SUBTOTAL				\$ 831,000	
MOBILIZATION/CONTRACTOR OVERHEAD AND PROFIT				20% \$ 166,200	
CONTINGENCY				30% \$ 249,300	
CONSTRUCTION TOTAL				\$ 1,246,500	
ENGINEERING, PERMITTING, ADMINISTRATIVE				5% \$ 62,325	
TOTAL COST				\$ 1,309,000	

Resolution 2020-R-10D

TWDB-0201A
Rev 11/16

Application Filing and Authorized Representative Resolution

A RESOLUTION by the City Council of the City of Marble Falls requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE City Council OF THE City of Marble Falls:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$ 29,095,000 to provide for the costs of the Wastewater Treatment Plant Relocation out of the Floodplain.

SECTION 2: That Mike Hodge be and is hereby designated the authorized representative of the City of Marble Falls for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Marble Falls before any hearing held by the Texas Water Development Board on such application, to wit:

- Financial Advisor: Mark M. McLiney
Senior Managing Director, SAMCO Capital Markets, Inc

- Engineer: Kacey Paul, P.E.
City Engineer, City of Marble Falls

- Bond Counsel: David Mendez
Bond Attorney, Cickerstaff Heath Delgado Acosta LLP

PASSED AND APPROVED, this the _____ day of _____, 20_____.

ATTEST: _____ By: _____

(Seal)

October 6, 2020

7. REGULAR AGENDA

- (a) Public Hearing, Discussion and Action to adopt Resolution 2020-R-10A authorizing the creation of the Thunder Rock Public Improvement District or to continue the public hearing from time to time regarding the creation of the Thunder Rock Public Improvement District within the City of Marble Falls, Texas pursuant to Chapter 372 of the Texas Local Government Code. *Caleb Kraenzel, Assistant City Manager*
-



**Council Agenda Item Cover Memo
October 6, 2020**

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

AGENDA CAPTION

Public Hearing, Discussion and Action to adopt Resolution 2020-R-10A authorizing the creation of the Thunder Rock Public Improvement District or to continue the public hearing from time to time regarding the creation of the Thunder Rock Public Improvement District within the City of Marble Falls, Texas pursuant to Chapter 372 of the Texas Local Government Code.

BACKGROUND INFORMATION

This item is for Council to consider acceptance of the petition submitted on August 21, 2020, by the developer, Centurion American Development Group, to create a Public Improvement District (PID) for the Thunder Rock development. The drafted resolution sets into motion the PID creation process established by State Law. This process includes a required Public Hearing set forth in the attached Resolution.

The PID Subject Area consists of the 1,073 acre tract of land referred to as the Thunder Rock Development.

In the timeframe since the petition submittal the developer has provide all of the draft PID documentation required by the City PID Policy. This review has been a collaborative team effort including the City staff, City Attorney, City Financial Advisor (Samco), City PID Administrator (P3 Works), City PID Bond Underwriter (FMS Bonds), and City Bond Counsel (Bickerstaff, Heath, Delgado, and Acosta) and the Centurion American, Willis Engineering and Developer Attorney.

The draft PID documentation has resulted in the following:

- Assessment per unit between \$17,064 and \$43,840
- Annual Installment per unit of between \$1,374 and \$3,528
- Projected total Assessed Value for the development over \$733 Million
- Equivalent PID Tax Rate /\$100 AV of \$0.63 or less (Does not include TIRZ buydown of tax rate)

- Total Combined Tax Rate after PID /\$100 AV of \$2.91 or less (Does not include TIRZ buydown of tax rate)
- Public enhancements will include water line and sewer line extensions, collector streets, regional drainage facilities, public park space including a Sports Park and Recreation Center building shell, sidewalks/trails, street lighting.

Here is a proposed PID timeline of the Thunder Rock development:

- | | |
|-------------------------------------|------------------|
| • Proposed PID Public Hearing | October 6, 2020 |
| • Developer close on land | October 8, 2020 |
| • PID SAP Levy & Assessment Hearing | October 20, 2020 |
| • PDD (Zoning) Amendment | November 2020 |
| • PID Preliminary Bond Offering | November 2020 |
| • PID Bonds Close | January 2021 |

In conformance with our PID Policy the developer has provided for review, a preliminary Service and Assessment Plan (SAP) and a market study for the prospective development.

If you wish to review the preliminary SAP, it is available at <https://marblefallstx.gov/DocumentCenter/View/7158/Thunder-Rock-PID-Draft-SAP-v21>.

Please note that the SAP was drafted under the former name PID name of Rancho Encinal.

Please let us know if you need any further information.

RECOMMENDATION

Based on Thunder Rock creating a positive impact on the community both in terms of public improvements and projected private development, City Staff recommends approval of the Resolution accepting the PID petition and setting the public hearing date.

Memo Contents:

- Resolution 2020-R-10A

Page 3-16

RESOLUTION 2020-R-10A

A RESOLUTION OF THE CITY OF MARBLE FALLS, TEXAS AUTHORIZING AND CREATING THE THUNDER ROCK PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Marble Falls, Texas (the "City" or "Marble Falls"), is authorized under Chapter 372 of the Texas Local Government Code (the "Act"), to create a public improvement district within its City limits or its extraterritorial jurisdiction; and

WHEREAS, on August 8, 2020, *BP Marble Falls, LLC, a Delaware limited liability company, and Amanda Jane Offield, an individual* (the "Petitioners"), the owner of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) record owner of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal, within the corporate limits of the City, submitted and filed with the City Secretary of the City (the "City Secretary") a petition ("Petition") requesting the establishment of a public improvement district for property within the City; and

WHEREAS, the Petition requested the creation of the Thunder Rock Public Improvement District (the "District"), which District is located within the corporate limits of the City and more particularly described by metes and bounds in **Exhibit A** and depicted in **Exhibit B** (the "Property") each attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of the City (the "City Council") has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in a newspaper of general circulation in the City and mailing notice of the hearing, all as required by and in conformity with the Act, the City Council conducted a public hearing on the advisability of the improvements and services on October 6, 2020.

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

SECTION 1. The findings set forth in the recitals of this Resolution are found to be true and correct

SECTION 2. The Petition submitted to Marble Falls by the Petitioners was filed with the City Secretary and complies with Section 372.005 of the Act.

SECTION 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition and the evidence and testimony presented at the public hearing on October 6, 2020, hereby finds and declares:

- (a) **Advisability of the Proposed Improvements.** It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of Marble Falls and will confer a special benefit on the Property.
- (b) **General Nature of the Authorized Improvements.** The general nature of the proposed public improvements (collectively, the “Authorized Improvements”) may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (v) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.
- (c) **Estimated Costs of the Authorized Improvements and Apportionment of Costs.** The estimated total costs of the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District, is \$75,000,000.00, which costs shall be paid by assessment of the property owners within the proposed District. The developer of the Property (the “Developer”) will be obligated for the costs of certain specified Authorized Improvements within the District. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on real property within the District, and possible tax increment reinvestment zone revenue, if created. The City and the Developer may be reimbursed for the costs of certain specified Authorized Improvements from assessments levied within the District. No municipal property in the District shall be assessed. The Developer may also pay certain

costs of the Authorized Improvements from other funds available to the Developer.

- (d) **Boundaries of the District.** The District shall include approximately 1,073.84 acres of land generally located at the Northwest corner of U.S. Highway 281 and State Highway 71, located within the City, as more properly described by metes and bounds in **Exhibit A** attached hereto, and as more particularly depicted in **Exhibit B** attached hereto.
- (e) **Proposed Method of Assessment.** The City shall levy an assessment on each parcel of the Property within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments, including interest, may be paid in full at any time, and certain assessments may be paid in annual installments, with interest. If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessments, and must continue for a period necessary to retire the indebtedness for those Authorized Improvements (including interest).
- (f) **Management of the District.** The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.
- (g) **Advisory Board.** The District shall be managed without the creation of an advisory body.

SECTION 4. The Thunder Rock Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

SECTION 5. The City Secretary is hereby authorized and directed to give notice of this Resolution authorizing the District by publishing such notice once in a newspaper of general circulation in the City. Effective upon the publication of such notice, such authorization shall take effect and the District shall be established.

SECTION 6. This Resolution shall take effect immediately from and after its passage and publication as required by law.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF MARBLE FALLS on the 6th day of October, 2020 on vote of ____ AYES; ____ NAYS

JOHN PACKER, MAYOR
CITY OF MARBLE FALLS

Attest:

CHRISTINA MCDONALD
CITY SECRETARY
CITY OF MARBLE FALLS

Approved as to Form:

PATTY L. AKERS
CITY ATTORNEY
CITY OF MARBLE FALLS

EXHIBIT A PROPERTY METES AND BOUNDS



STATE OF TEXAS:
COUNTY OF BURNET:

FIELD NOTES TO ACCOMPANY A SURVEY PLAT OF THE THUNDER ROCK PID/TIRZ BOUNDARY, A 1073.84 ACRE TRACT OF LAND CONSISTING OF APPROXIMATELY 40.56 ACRES OUT OF THE J. BARTON SURVEY NO. 418, ABSTRACT NO. 135, AND 7.75 ACRES OUT OF THE W. GIESECKE SURVEY NO. 1508, ABSTRACT NO. 1551, AND 1025.53 ACRES OUT OF THE GUADALUPE FLORES SURVEY NO. 7, ABSTRACT NO. 304, BURNET COUNTY, TEXAS. THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD 83. DISTANCES SHOWN ARE GRID DISTANCES. SURFACE DISTANCES CAN BE OBTAINED USING A SURFACE ADJUSTMENT FACTOR OF 1.00012.

BEGINNING AT A 1/2" REBAR FOUND FOR THE NORTHEAST CORNER OF THIS 1071.76 ACRES AND BEING THE SOUTHEAST CORNER OF CHANNEL OAKS, SECTION II, THE PLAT OF WHICH IS RECORDED IN VOLUME 1, PAGE 230, BURNET COUNTY PLAT RECORDS AND BEING IN THE WEST LINE OF THAT CERTAIN 12.19 ACRES CONVEYED TO JOHN RANDALL, RECORDED IN VOLUME 486, PAGE 905, BURNET COUNTY DEED RECORDS (B.C.D.R.), AS SHOWN ON THE PLAT OF LAKE MARBLE FALLS SUBDIVISION, AN UNRECORDED SUBDIVISION;

THENCE **S01°40'05"E 10,030.44'** WITH THE WEST LINE OF SAID LAKE MARBLE FALLS SUBDIVISION THEN THE WEST LINE OF 317.317 ACRES EXHIBIT "L" CONVEYED TO ANITA DIANE ROPER DORSEY IN VOLUME 1153, PAGE 0358, OFFICIAL PUBLIC RECORDS, BURNET COUNTY, TEXAS TO A 1/2" REBAR FOUND WITH PLASTIC CAP STAMPED "R.P.L.S. 1877" BEING POINT IN THE EAST RIGHT OF WAY OF THE OLD HIGHWAY 108 CONVEYED TO BURNET COUNTY, TEXAS IN VOLUME 75, PAGE 275 AND VOLUME 77, PAGE 277, B.C.D.R.;

THENCE **S09°58'34"W 113.74'**, ALONG THE EAST RIGHT OF WAY OF SAID OLD HIGHWAY 108 TO A 1/2" REBAR FOUND WITH PLASTIC CAP STAMPED "R.P.L.S. 1877" BEING AN ANGLE POINT HEREOF;

THENCE ALONG THE PRESENT WEST RIGHT-OF-WAY OF U. S. HIGHWAY NO. 281, **S26°02'42"W, 415.47'**, TO A 1/2" REBAR FOUND WITH PLASTIC CAP STAMPED "RPLS 1877" IN THE EXISTING WEST RIGHT-OF-WAY OF SAID U. S. HIGHWAY 281;

THENCE WITH THE WEST RIGHT-OF-WAY OF U. S. HIGHWAY 281 THEN THE NORTH RIGHT-OF-WAY OF STATE HIGHWAY 71 THE NEXT SIX (6) CALLS:

- 1.) **S23°24'55"W, 588.00'**, TO A BRASS HIGHWAY MONUMENT FOUND FOR AN ANGLE POINT HEREOF;
- 2.) **S36°38'26"W, 1134.58'**, TO A BRASS HIGHWAY MONUMENT FOUND FOR AN ANGLE POINT HEREOF;
- 3.) **S44°06'29"W, 1061.61'**, TO A BRASS HIGHWAY MONUMENT FOUND FOR AN ANGLE POINT HEREOF;
- 4.) **S76°10'25"W, 485.98'**, TO A BRASS HIGHWAY MONUMENT FOUND FOR AN ANGLE POINT HEREOF;
- 5.) **N77°21'12"W, 400.36'**, TO A CONCRETE HIGHWAY MONUMENT FOUND FOR AN ANGLE POINT HEREOF;
- 6.) **N74°29'20"W, 942.77'**, TO A MAG NAIL SET WITH WASHER STAMPED "WILLIS" BEING THE SOUTHWEST CORNER HEREOF WITHIN THE EXISTING RIGHT-OF-WAY OF FLATROCK BLVD. A 100' WIDE ACCESS EASEMENT CONVEYED TO THE CITY OF MARBLE FALLS IN DOCUMENT NO. 200904481, O.P.R.B.C.T.;

THENCE ALONG THE WEST LINE HEREOF AND THE EAST LINE OF A REMNANT OF 1.50 ACRES CONVEYED TO CRAIG CROSSING, LLC IN DOCUMENT NO. 200802587, O.P.R.B.C.T., THEN THE EAST LINE OF A REMNANT OF 18.00 ACRES CONVEYED TO CRAIG CROSSING, LLC IN DOCUMENT NO. 201001057, O.P.R.B.C.T., THEN THE EAST LINE OF 1.50 ACRES CONVEYED TO LAKE OF THE HILLS REGIONAL MEDICAL CENTER IN DOCUMENT NO. 200802588, O.P.R.B.C.T., THEN THE EAST LINE OF A REMNANT OF 116.20 ACRES CONVEYED TO CRAIG CROSSING, LLC IN VOLUME 1399, PAGE 0234, O.P.R.B.C.T. AND ON THIS SEGMENT PASSING THE SOUTHWEST AND NORTHWEST CORNERS OF 2.066 ACRES CONVEYED TO THE CITY OF MARBLE FALLS, TEXAS IN DOCUMENT NO. 200902538, O.P.R.B.C.T., FINALLY WITH THE EAST LINE OF 26.55 ACRES CONVEYED TO THE CITY OF MARBLE FALLS, TEXAS IN DOCUMENT NO. 201402040, O.P.R.B.C.T., **N01°39'30"W, 3200.25'** TO A PIPE POST, BEING AN ELL CORNER HEREOF AND BEING THE NORTHEAST CORNER OF SAID 26.55 ACRES;

THENCE WITH THE NORTH LINE OF SAID 26.55 ACRES AND A SOUTH LINE HEREOF WITH THE NEXT 4 CALLS AS ANGLE POINTS AS FOLLOWS:

- 1.) **S86°36'52"W 408.02'** TO A PIPE POST; 2.) **S77°44'11"W 200.78'** TO A PIPE POST; 3.) **S60°19'06"W 106.41'** TO A PIPE POST AND;
- 4.) **S35°07'05"W 243.44'** TO A 1/2" REBAR FOUND WITH CAP STAMPED "RPLS 1877", BEING AN ANGLE POINT IN THE EAST LINE OF TRACT NO. 2: 460.869 ACRES CONVEYED TO J. EMMITT SCHEFFER IN VOLUME 168, PAGE 397, BURNET COUNTY DEED RECORDS AND BEING THE MOST WESTERLY SOUTHWEST CORNER HEREOF;



THENCE WITH THE EAST LINE OF SAID 460.869 ACRES AND THE WEST LINE HEREOF, **N01°35'40"W 2739.44'** TO THE NORTHEAST CORNER OF SAID 460.869 ACRES AND BEING IN THE SOUTH LINE OF 584.00 ACRES CONVEYED TO JEFF R. McSPADDEN, JR. IN DOCUMENT NO. 201503185, O.P.R.B.C.T. AND BEING THE MOST WESTERLY NORTHWEST CORNER HEREOF;

THENCE WITH THE SOUTH LINE OF SAID 584.00 ACRES **N87°30'27"E 636.59'** TO A 1/2" REBAR FOUND AT THE COMMON SOUTH CORNER OF SAID 184.00 ACRES AND OF 67.23 ACRES CONVEYED TO JANE BENEDUM, IN VOLUME 481, PAGE 837, O.P.R.B.C.T. AND **S86°22'03"E 203.24'** TO A 1/2" REBAR FOUND AT THE SOUTHEAST CORNER OF SAID 67.23 ACRES AND AN ELL CORNER HEREOF;

THENCE WITH THE EAST LINE OF SAID 67.23 ACRES AND OF 17.47 ACRES CONVEYED TO JANE BENEDUM, IN VOLUME 481, PAGE 837, O.P.R.B.C.T. AND THE WEST LINE HEREOF THE NEXT 5 CALLS AS FOLLOWS:

1.) **N01°30'44"W 1193.24'** TO A 1/2" REBAR FOUND; 2.) **N01°49'14"W 295.61'** TO A RECORD POINT; 3.) **N01°43'19"W 2305.18'** TO A 1/2" REBAR FOUND; 4.) **N01°34'39"W 1140.92'** TO A 1/2" REBAR FOUND AND;

5.) **N01°40'49"W 1825.88'**, TO A 1/2" REBAR FOUND WITH CAP STAMPED "RPLS 1877" AT THE NORTHEAST CORNER OF SAID 17.47 ACRES AND THE NORTHWEST CORNER HEREOF IN THE SOUTH LINE OF R. M. HIGHWAY 2147, ALSO BEING THE NORTHWEST CORNER OF LOT NO. 1 OF SAID CHANNEL OAKS, SECTION II;

THENCE WITH SAID HIGHWAY LINE AND THE NORTH LINE OF LOT NOS. 1, 2, 3 AND 4 OF SAID CHANNEL OAKS, SECTION II, **N74°04'09"E 659.96'** TO A 1/2" REBAR FOUND, AT THE COMMON NORTH CORNER OF LOTS 4 AND 5 OF SAID CHANNEL OAKS, SECTION II;

THENCE ALONG THE COMMON LINE OF LOTS 4, 5 THEN 38, **S23°15'41"E 180.31'**, TO A 1/2" REBAR FOUND AT THE COMMON SOUTH CORNER OF LOTS 4 AND 38 OF SAID CHANNEL OAKS, SECTION II;

THENCE WITH THE SOUTH LINE OF SAID CHANNEL OAKS, SECTION II AND THE NORTH LINE HEREOF WITH THE NEXT 4 CALLS AS FOLLOWS:

1.) **N88°15'43"E 1430.40'** TO A 1/2" REBAR FOUND WITH CAP STAMPED "RPLS 1877"; 2.) **N88°38'31"E 454.17'** TO A 1/2" REBAR FOUND WITH CAP STAMPED "RPLS 1877"; 3.) **N87°53'19"E 407.13'** TO A 1/2" REBAR FOUND WITH CAP STAMPED "RPLS 1877" AND **N88°01'56"E 695.85'** TO THE PLACE OF BEGINNING (P.O.B.).

I HEREBY CERTIFY THAT THE FIELD NOTES HEREON REPRESENTS THE RESULTS OF AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION DATED 5/15/2020 AND THAT ALL CORNERS ARE AS DESCRIBED HEREON.

THIS SURVEY WAS MADE FOR THE BENEFIT OF CENTURION AMERICAN

 DATE 3/18/20
 DONALD SHERMAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1877
 OFFICE: J.FRAILEY JOB#: 15614



October 6, 2020

7. REGULAR AGENDA

- (b) Public Hearing, Discussion, and Action on Ordinance 2020-O-10A regarding alley abandonment of 0.092 acre portion of the alley between Lots 3-6 and 7-9, Block 149, Marble Falls Original Township, and Lot 1-A, Childers Baseball Park, City of Marble Falls, Burnet County, Texas. *Valerie Kreger, Director of Development Services*
-



Council Agenda Item Cover Memo
October 6, 2020

Agenda Item No.: 7(b)
Presenter: Valerie Kreger, Director of Development Services
Department: Development Services
Legal Review:

AGENDA CAPTION

Public Hearing, Discussion, and Action on Ordinance 2020-O-10A regarding alley abandonment of a 0.092-acre portion of the alley between Lots 3-6 and 7-9, Block 149, Marble Falls Original Township, and Lot 1-A, Childers Baseball Park, City of Marble Falls, Burnet County, Texas.

BACKGROUND INFORMATION

This item is for consideration of an alley abandonment request for a 20-foot (20') by 199.87-foot (199.87') alley between Lots 3-6 and 7-9, Block 149, Marble Falls Original Township, and Lot 1-A, Childers Baseball Park.

The alley was established with the Marble Falls Original Township. The properties to the north and south of the alley to be abandoned are owned by the Texas Housing Foundation with the exception of 50 feet adjacent to Childers Baseball Park. An existing sewer line that runs parallel to Whitman Branch will require an easement to be retained. The applicant wishes to abandon the alley to replat all lots that they own on both sides of the alley into a single lot.

The value of the requested abandonment area is \$12,535.79, as determined by City staff based on the Burnet County Appraisal District's assessed value of adjacent parcels. The applicant will be required to render payment for the subject area within 30 days of City Council approval and will be required to replat the subject area into the abutting lots within nine months of approval.

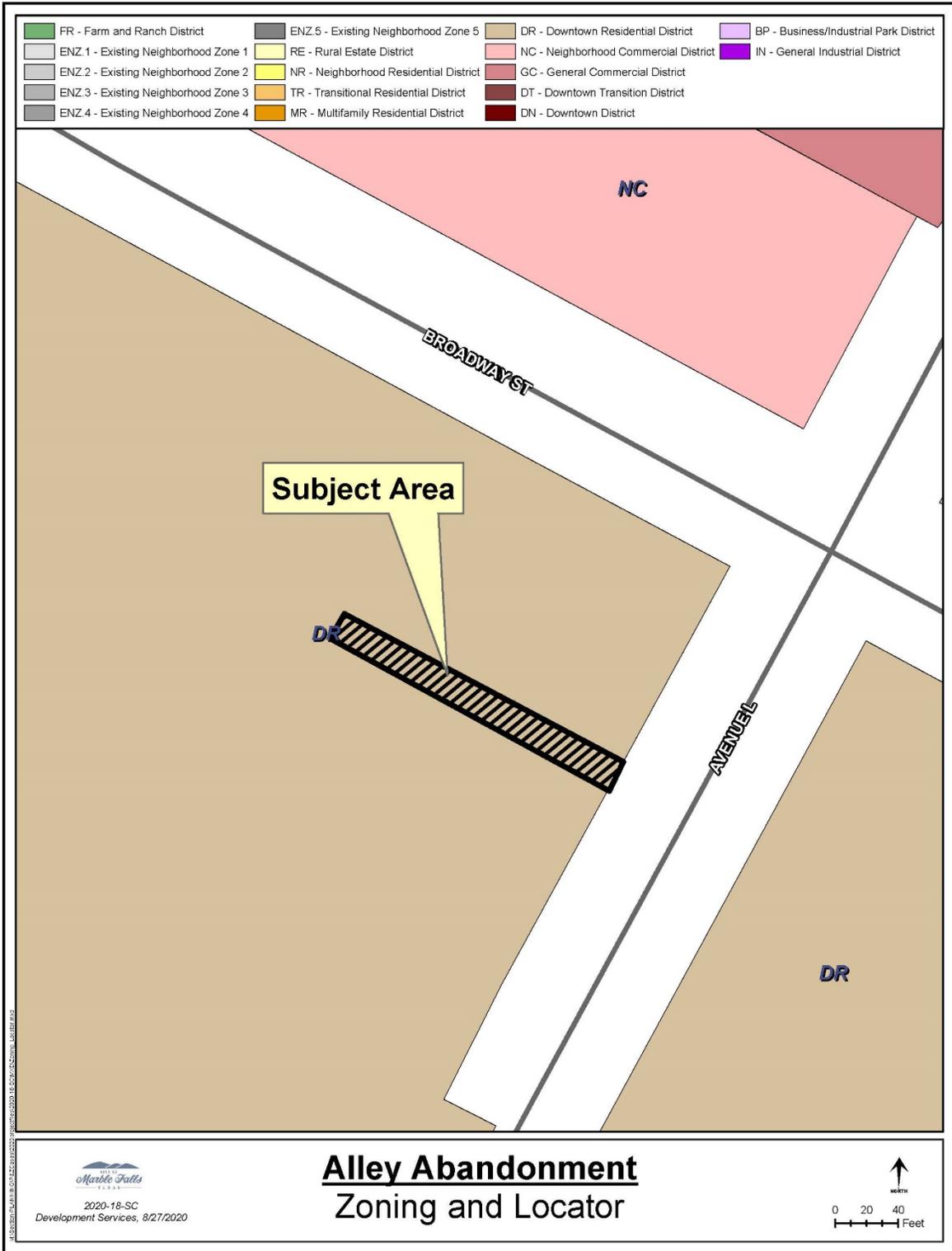
A total of two adjacent property owners (the Texas Housing Foundation owns 6 surrounding properties) within 200 feet of the Subject Area were mailed notification letters, including the public hearing dates and a pre-paid comment card for response supporting/opposing the proposed abandonments. At the time of packet distribution, six comment cards had been received in favor of the alley abandonment.

RECOMMENDATION

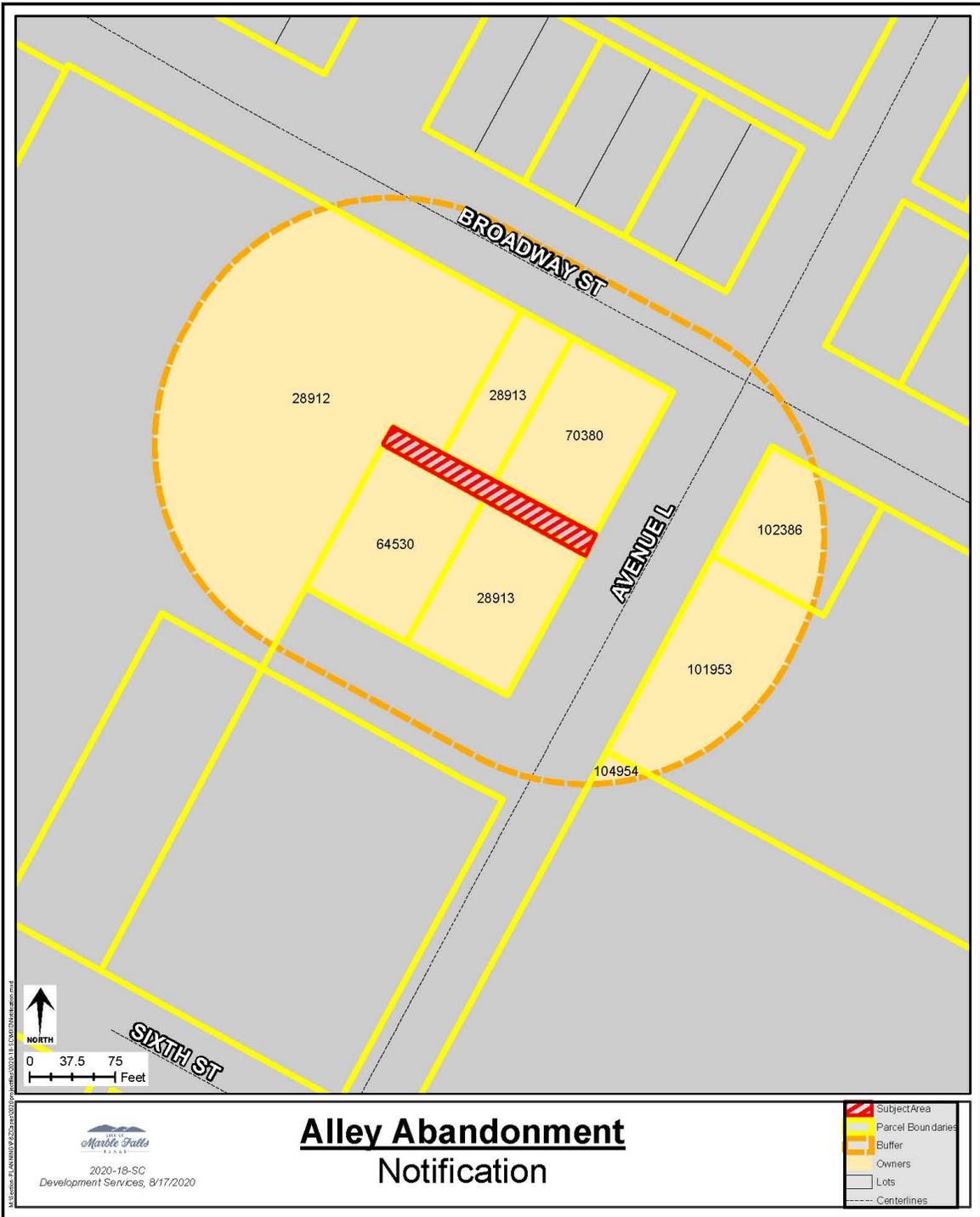
The Planning and Zoning Commission recommended approval (5-0) of the proposed alley abandonment.

Memo Contents

- | | |
|--|---------------|
| • Information maps generated by City Staff | Pages 3 - 7 |
| • Survey | Page 8 |
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| • Land Value Appraisal | Page 10 |
| • Applicant Photos | Pages 11 – 12 |
| • Ordinance 2020-O-10A | Pages 13 - 22 |





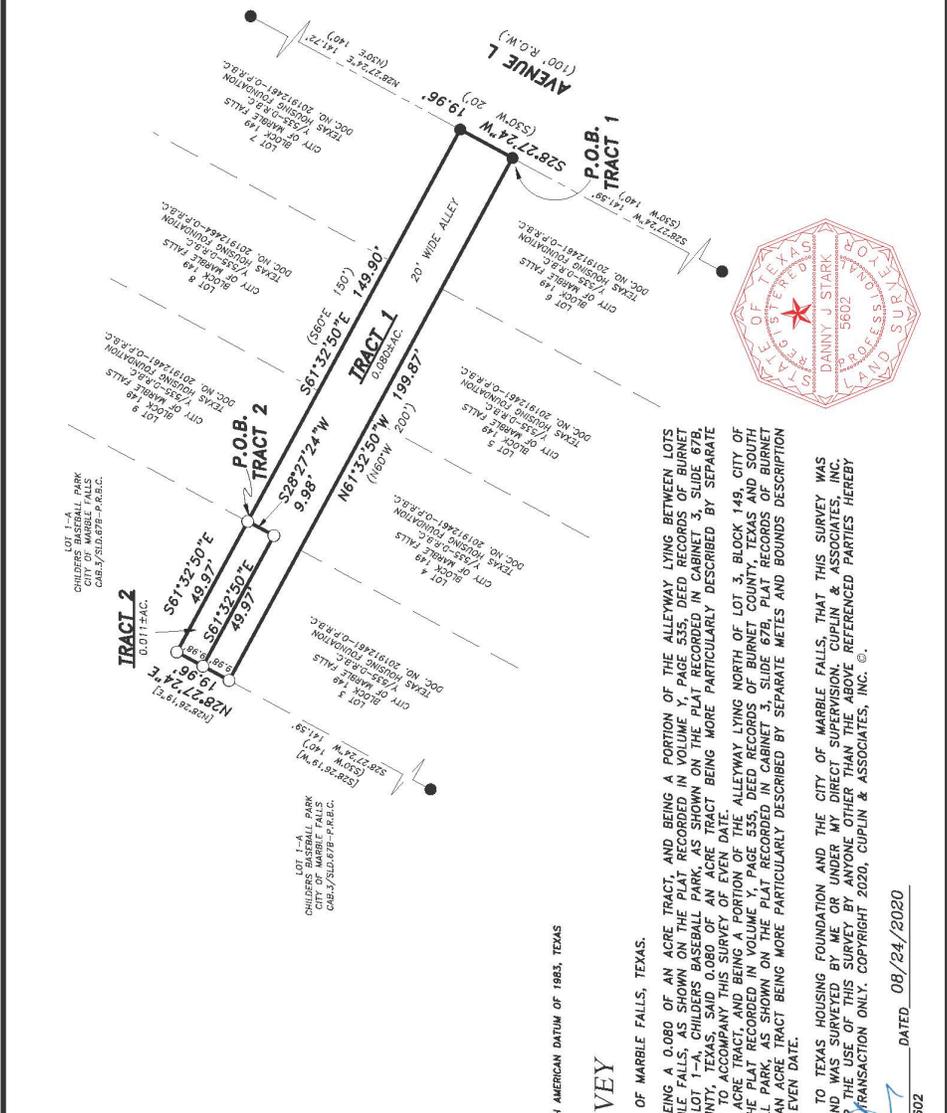




NO.	DATE	DESCRIPTION
1		
2		

SCALE 1" = 40'

WWW.CEPLINASSOCIATES.COM
 MARBLE FALLS, TX 78654
 1500 OLLIVAN LANE



LEGEND

- 1/2" IRON PIN FOUND (UNLESS NOTED)
- SET 1/2" IRON PIN WITH 1/2" PROPERTY CAP
- P.A.S.C. PLAT RECORDS BURNET CO.
- - - D.R.A.C. DEED RECORDS BURNET CO.
- R.P.A.B.C. REAL PROPERTY RECORDS
- O.P.R.A.C. OFFICIAL PUBLIC RECORDS
- BURNET COUNTY
- () RECORD INFO/SUBJECT
- [] RECORD INFO/ADJUDICATOR



NOTES:
 1. BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE.

BOUNDARY SURVEY

LOCAL ADDRESS: ALLEYWAY, CITY OF MARBLE FALLS, TEXAS.

LEGAL DESCRIPTION: TRACT 1, BEING A 0.080 OF AN ACRE TRACT, AND BEING A PORTION OF THE ALLEYWAY LYING BETWEEN LOTS 3, BLOCK 49, TEXAS HOUSING FOUNDATION, CITY OF MARBLE FALLS, AS SHOWN ON THE PLAT RECORDED IN VOLUME Y, PAGE 535, DEED RECORDS OF BURNET COUNTY, TEXAS, AND SOUTH OF LOT 1-A, CHILDERS BASEBALL PARK, AS SHOWN ON THE PLAT RECORDED IN CABINET 3, SLIDE 67B, PLAT RECORDS OF BURNET COUNTY, TEXAS, SAID 0.080 OF AN ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SURVEY OF EVEN DATE.

TRACT 2: BEING A 0.011 OF AN ACRE TRACT, AND BEING A PORTION OF THE ALLEYWAY LYING NORTH OF LOT 3, BLOCK 149, CITY OF MARBLE FALLS, AS SHOWN ON THE PLAT RECORDED IN VOLUME Y, PAGE 535, DEED RECORDS OF BURNET COUNTY, TEXAS AND SOUTH OF LOT 1-A, CHILDERS BASEBALL PARK, AS SHOWN ON THE PLAT RECORDED IN CABINET 3, SLIDE 67B, PLAT RECORDS OF BURNET COUNTY, TEXAS, SAID 0.011 OF AN ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SURVEY OF EVEN DATE.

I HEREBY CERTIFY EXCLUSIVELY TO TEXAS HOUSING FOUNDATION AND THE CITY OF MARBLE FALLS, THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION, CEPLIN & ASSOCIATES, INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE ABOVE REFERENCED PARTIES HEREBY CERTIFIED TO FOR THIS SPECIFIC TRANSACTION ONLY. COPYRIGHT 2020, CEPLIN & ASSOCIATES, INC. ©.

DANNY J. STARK, R.P.L.S. NO. 5602, DATED 08/24/2020

TRACT 1-BEING A 0.080 OF AN ACRE TRACT, AND BEING A PORTION OF THE ALLEYWAY LYING BETWEEN LOTS 3-9, BLOCK 149, CITY OF MARBLE FALLS, AS SHOWN ON THE PLAT RECORDED IN VOLUME Y, PAGE 535, DEED RECORDS OF BURNET COUNTY, TEXAS AND SOUTH OF LOT 1-A, CHILDERS BASEBALL PARK, AS SHOWN ON THE PLAT RECORDED IN CABINET 3, SLIDE 67B, PLAT RECORDS OF BURNET COUNTY, TEXAS, SAID 0.080 OF AN ACRE TRACTS BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pin found along the west right-of-way line of Avenue L, at the northeast corner of Lot 6 of said Block 149, for the southeast corner hereof;

THENCE North 61°32'50" West, along the north line of Lots 6, 5, 4 and 3 of said Block 149, and the south line hereof, a distance of 199.87 feet to a 1/2" iron pin set with plastic survey cap stamped "CUPLIN", along the easterly line of said Lot 1-A, at the northwest corner of said Lot 3, for the most westerly corner hereof;

THENCE North 28°27'24" East, along an east line of said Lot 1-A and the west line hereof, a distance of 9.98 feet to a 1/2" iron pin set with plastic survey cap stamped "CUPLIN", at the most northwesterly corner hereof, WHENCE a calculated point for corner at the southwesterly interior corner of said Lot 1-A bears North 28°27'24" East, a distance of 9.98 feet;

THENCE over and across said Alley the following two(2) courses and distances;

- 1) South 61°32'50" East, a distance of 49.97 feet to a 1/2" iron pin set with plastic survey cap stamped "CUPLIN";
- 2) North 28°27'24" East, a distance of 9.98 feet to a 1/2" iron pin set with plastic survey cap stamped "CUPLIN", at the southeasterly corner of said Lot 1-A, at the southwesterly corner of said Lot 9, and being a northerly corner hereof;

THENCE South 61°32'50" East, along the south line of said and Lots 9, 8, and 7, and the northerly line hereof, a distance of 149.90 feet to a 1/2" iron pin found in the west right-of-way line of said Avenue L, for the southeast corner of said Lot 7 and the northeast corner hereof;

THENCE South 28°27'24" West, along the west right-of-way line of said Avenue L and the east line hereof, a distance of 19.96 feet to the **POINT OF BEGINNING** and calculated to contain 0.080 acres.

TRACT 2: BEING A 0.011 OF AN ACRE TRACT, AND BEING A PORTION OF THE ALLEYWAY LYING NORTH OF LOT 3, BLOCK 149, CITY OF MARBLE FALLS, AS SHOWN ON THE PLAT RECORDED IN VOLUME Y, PAGE 535, DEED RECORDS OF BURNET COUNTY, TEXAS AND SOUTH OF LOT 1-A, CHILDERS BASEBALL PARK, AS SHOWN ON THE PLAT RECORDED IN CABINET 3, SLIDE 67B, PLAT RECORDS OF BURNET COUNTY, TEXAS, SAID 0.011 OF AN ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with plastic cap stamped "CUPLIN" in the North line of said alleyway, at the Southwest corner of said Lot 1-A, Childers Baseball Park, the Southwest corner of Lot 9 of said Block 149, and the Northeast corner hereof, **WHENCE** a 1/2" iron rod found in the Western Right of Way line of Avenue L at the Southeast corner of Lot 7 of said Block 149, and the Northeast corner of said alleyway bears S 61°32'50" E, a distance of 149.90 feet;

THENCE S 28°27'24" W, a distance of 9.98 feet to a 1/2" iron rod set with plastic cap stamped "CUPLIN" in the centerline of said alleyway for the Southeast corner hereof;

THENCE N 61°32'50" W, a distance of 49.97 feet to a 1/2" iron rod set with plastic cap stamped "CUPLIN" in the Southeast boundary line of said Lot 1-A, for the Southwest corner hereof;

THENCE N 28°27'24" E, along the Southeast boundary line of said Lot 1-A, a distance of 9.98 feet to a 1/2" iron rod set with plastic cap stamped "CUPLIN" at a reentrant corner of said Lot 1-A, for the Northwest corner hereof;

THENCE S 61°32'50" E, a distance of 49.97 feet to the **POINT OF BEGINNING** and calculated to contain 0.011 acres.

NOTE:

A Plat of Survey of even date was prepared and is intended to accompany the above described tract of land. Bearings are based on North American Datum of 1983, Texas Central Zone.

I HEREBY CERTIFY EXCLUSIVELY TO TEXAS HOUSING FOUNDATION AND THE CITY OF MARBLE FALLS, THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. CUPLIN & ASSOCIATES, INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE ABOVE REFERENCED PARTIES HEREBY CERTIFIED TO FOR THIS SPECIFIC TRANSACTION ONLY. COPYRIGHT 2020, CUPLIN & ASSOCIATES, INC. ©.



Danny J. Stark
Registered Professional Land Surveyor No. 5602

Dated: 08/25/2020







ORDINANCE NO. 2020-O-10A

AN ORDINANCE OF THE CITY OF MARBLE FALLS, TEXAS, ABANDONING A 0.092-ACRE PORTION OF A 20-FOOT WIDE ALLEY WITHIN BLOCK 149, MARBLE FALLS ORIGINAL TOWNSHIP, CITY OF MARBLE FALLS, BURNET COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED WITHIN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE MAYOR TO EXECUTE A CONVEYANCE OF THE SAME DESCRIBED IN EXHIBIT "B" ATTACHED HERETO; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY CLAUSE; REPEALER CLAUSE; AND PROPER NOTICE AND OPEN MEETING.

WHEREAS, the City of Marble Falls is the owner of unimproved alley (the "Property") within the corporate limits of the City, consisting of a 0.092-acre portion of the alley between Lots 3-6 and 7-9, Block 149, Marble Falls Original Township, and Lot 1-A, Childers Baseball Park, City of Marble Falls; and

WHEREAS, the City Council of Marble Falls has determined that such right-of-way is not needed for public roadway purposes; and

WHEREAS, pursuant to Chapter 272, Texas Local Government Code, the City has ascertained the fair market value of the Property; and

WHEREAS, Texas Housing Foundation, Owner of the adjacent Lots 3-9 (the "Adjacent Property") of the Marble Falls Original Township, desires to acquire the Property for the sum of \$12,535.79, which sum represents the Property's fair market value; and

WHEREAS, as a condition of such conveyance, the Owner, or its successors or assigns will replat the property, along with the Adjacent Property, into one lot within nine months of the date of the conveyance; and

WHEREAS, in order to effectuate the conveyance of the Property, the City Council of the City ("Council") must adopt an ordinance authorizing and directing the Mayor to execute the conveyance; and

WHEREAS, the Council has determined that the abandonment and conveyance of the subject property is in the best interest of the citizens of the City.

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

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

SECTION II. CONVEYANCE. The Property owned by the City as public right-of-way which is depicted and described in Exhibit "A" attached hereto and incorporated herein, is hereby authorized to be conveyed without warranty to Texas Housing Foundation for the sum of \$12,535.79. The Mayor of the City is hereby authorized to execute the conveyance, attached hereto as Exhibit "B", to Texas Housing Foundation, upon receipt of the payment.

SECTION III. REPLAT. By acceptance of the conveyance, Texas Housing Foundation, shall make application for replat of the property within nine months of the date of the conveyance, and such obligation shall be binding on the heirs, successors and assigns of the Grantee. No building permit for the property may be granted until the property is replatted into the Adjoining Property.

SECTION IV. EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption provided, however, that the authority to convey the Property to Texas Housing Foundation will automatically terminate and be of no effect if the payment is not received by the City within thirty (30) days of approval of this Ordinance.

SECTION V. SEVERABILITY. If any provision, section, sentence, clauses or phrase of this Ordinance or application of same to any persons or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portion 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 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, provisions or regulation.

SECTION VI. REPEALER. The provisions of this Ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, provided, however, that all prior ordinances or parts of ordinances inconsistent or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent that such inconsistency is apparent. This Ordinance shall not be construed to require or allow any act which is prohibited by any other ordinance.

SECTION VII. PROPER NOTICE AND MEETING. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required 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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

DULY PASSED by the City Council of the City of Marble Falls, Texas, on the 6th day of October, 2020.

APPROVED:

John Packer
Mayor, City of Marble Falls

ATTEST:

Christina McDonald, City Secretary
City of Marble Falls

(Seal)

APPROVED AS TO FORM:

Patty L. Akers, City Attorney
City of Marble Falls

EXHIBIT "A" (Page 2 of 2)

CUPLIN & ASSOCIATES, Inc.
land surveyors & planners

Prepared For: Texas Housing Foundation
Project No. 20676
Date: 08/25/2020

TRACT 1-BEING A 0.080 OF AN ACRE TRACT, AND BEING A PORTION OF THE ALLEYWAY LYING BETWEEN LOTS 3-9, BLOCK 149, CITY OF MARBLE FALLS, AS SHOWN ON THE PLAT RECORDED IN VOLUME Y, PAGE 535, DEED RECORDS OF BURNET COUNTY, TEXAS AND SOUTH OF LOT 1-A, CHILDERS BASEBALL PARK, AS SHOWN ON THE PLAT RECORDED IN CABINET 3, SLIDE 67B, PLAT RECORDS OF BURNET COUNTY, TEXAS, SAID 0.080 OF AN ACRE TRACTS BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pin found along the west right-of-way line of Avenue L, at the northeast corner of Lot 6 of said Block 149, for the southeast corner hereof;

THENCE North 61°32'50" West, along the north line of Lots 6, 5, 4 and 3 of said Block 149, and the south line hereof, a distance of 199.87 feet to a 1/2" iron pin set with plastic survey cap stamped "CUPLIN", along the easterly line of said Lot 1-A, at the northwest corner of said Lot 3, for the most westerly corner hereof;

THENCE North 28°27'24" East, along an east line of said Lot 1-A and the west line hereof, a distance of 9.98 feet to a 1/2" iron pin set with plastic survey cap stamped "CUPLIN", at the most northwesterly corner hereof, WHENCE a calculated point for corner at the southwesterly interior corner of said Lot 1-A bears North 28°27'24" East, a distance of 9.98 feet;

THENCE over and across said Alley the following two(2) courses and distances:
1) South 61°32'50" East, a distance of 49.97 feet to a 1/2" iron pin set with plastic survey cap stamped "CUPLIN";
2) North 28°27'24" East, a distance of 9.98 feet to a 1/2" iron pin set with plastic survey cap stamped "CUPLIN", at the southeasterly corner of said Lot 1-A, at the southwesterly corner of said Lot 9, and being a northerly corner hereof;

THENCE South 61°32'50" East, along the south line of said and Lots 9, 8, and 7, and the northerly line hereof, a distance of 149.90 feet to a 1/2" iron pin found in the west right-of-way line of said Avenue L, for the southeast corner of said Lot 7 and the northeast corner hereof;

THENCE South 28°27'24" West, along the west right-of-way line of said Avenue L and the east line hereof, a distance of 19.96 feet to the **POINT OF BEGINNING** and calculated to contain 0.080 acres.

TRACT 2: BEING A 0.011 OF AN ACRE TRACT, AND BEING A PORTION OF THE ALLEYWAY LYING NORTH OF LOT 3, BLOCK 149, CITY OF MARBLE FALLS, AS SHOWN ON THE PLAT RECORDED IN VOLUME Y, PAGE 535, DEED RECORDS OF BURNET COUNTY, TEXAS AND SOUTH OF LOT 1-A, CHILDERS BASEBALL PARK, AS SHOWN ON THE PLAT RECORDED IN CABINET 3, SLIDE 67B, PLAT RECORDS OF BURNET COUNTY, TEXAS, SAID 0.011 OF AN ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with plastic cap stamped "CUPLIN" in the North line of said alleyway, at the Southwest corner of said Lot 1-A, Childers Baseball Park, the Southwest corner of Lot 9 of said Block 149, and the Northeast corner hereof, **WHENCE** a 1/2" iron rod found in the Western Right of Way line of Avenue L at the Southeast corner of Lot 7 of said Block 149, and the Northeast corner of said alleyway bears S 61°32'50" E, a distance of 149.90 feet;

THENCE S 28°27'24" W, a distance of 9.98 feet to a 1/2" iron rod set with plastic cap stamped "CUPLIN" in the centerline of said alleyway for the Southeast corner hereof;

THENCE N 61°32'50" W, a distance of 49.97 feet to a 1/2" iron rod set with plastic cap stamped "CUPLIN" in the Southeast boundary line of said Lot 1-A, for the Southwest corner hereof;

THENCE N 28°27'24" E, along the Southeast boundary line of said Lot 1-A, a distance of 9.98 feet to a 1/2" iron rod set with plastic cap stamped "CUPLIN" at a reentrant corner of said Lot 1-A, for the Northwest corner hereof;

THENCE S 61°32'50" E, a distance of 49.97 feet to the **POINT OF BEGINNING** and calculated to contain 0.011 acres.

NOTE:
A Plat of Survey of even date was prepared and is intended to accompany the above described tract of land. Bearings are based on North American Datum of 1983, Texas Central Zone.

I HEREBY CERTIFY EXCLUSIVELY TO TEXAS HOUSING FOUNDATION AND THE CITY OF MARBLE FALLS, THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. CUPLIN & ASSOCIATES, INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE ABOVE REFERENCED PARTIES HEREBY CERTIFIED TO FOR THIS SPECIFIC TRANSACTION ONLY. COPYRIGHT 2020, CUPLIN & ASSOCIATES, INC. ©.



Danny J. Stark
Registered Professional Land Surveyor No. 5602



1500 Offie Lane, Marble Falls, Texas 78654
PH: 325.388.3300 Fax: 325.388.3320 Prof. Firm No. 10126900
www.cuplinassociates.com

EXHIBIT "B" (Page 1 of 5)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RIGHT OF WAY DEED WITHOUT WARRANTY

THE STATE OF TEXAS §

COUNTY OF BURNET §

THAT, the City of Marble Falls, acting by and through its Mayor, John Packer, (referred to as "Grantor") as authorized by the City Council on the 6th day of October, 2020, does hereby GRANT and CONVEY, unto the Texas Housing Foundation (referred to as "Grantee"), certain abandoned right-of-way (the "Property" as that term is defined below), to-wit:

All that certain right-of-way located in the County of Burnet, State of Texas described in Exhibit "A" attached hereto and by this reference made a part hereof for all purposes; (hereinafter referred to as the "Property").

SAVE AND EXCEPT, Grantor does hereby reserve from this conveyance a public utility easement in, upon, over and across the Property for the purpose of constructing, installing, operating, repairing, expanding, upgrading and maintaining water lines, sewer lines and other such public utility lines and any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions of any overlapping of improvements.

TO HAVE AND TO HOLD the Property, subject to the public utility easement and other reservations, to Grantee and its successors and assigns without warranty of title.

Grantor has caused this Right of Way Deed Without Warranty to be executed on this _____ day of _____, 2020.

**GRANTOR:
CITY OF MARBLE FALLS**

By: _____
John Packer, Mayor

STATE OF TEXAS
COUNTY OF BURNET

This instrument was acknowledged before me on the ____ day of _____
2020, by John Packer, Mayor of the City of Marble Falls.

Notary Public, State of Texas

(Seal)

AGREED AND ACCEPTED:

GRANTEE:

Texas Housing Foundation

By: _____

Title: _____

STATE OF TEXAS
COUNTY OF BURNET

This instrument was acknowledged before me on the ____ day of _____ 2020,
by _____ as _____ of Texas Housing Foundation.

Notary Public, State of Texas

(Seal)

Grantor's Address:

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

Grantee's Address:

Texas Housing Foundation
1110 Broadway St.
Marble Falls, TX 78654

EXHIBIT "A" (Page 1 of 2)
 Legal Description of Abandonment Area

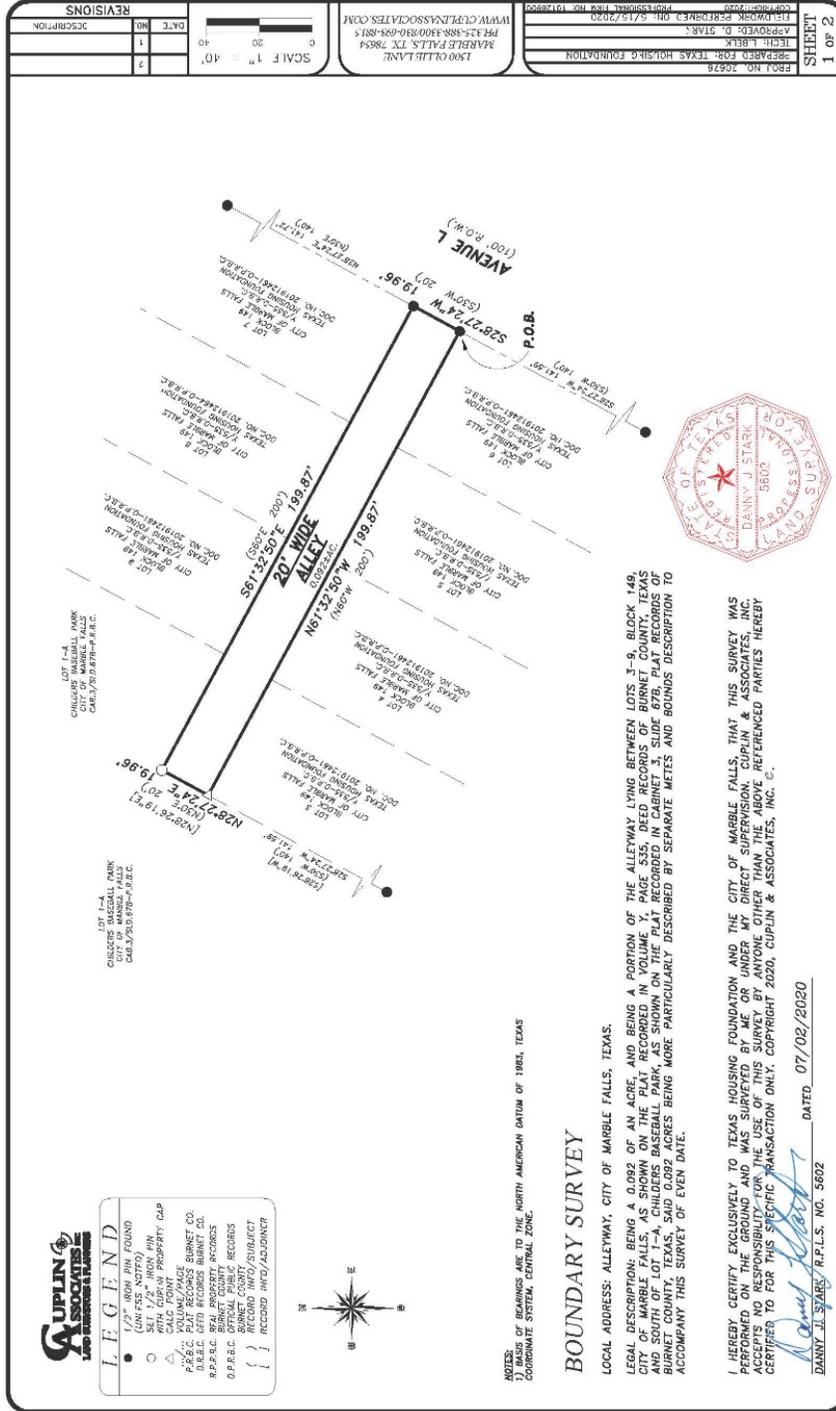


EXHIBIT "A" (Page 2 of 2)
Legal Description of Abandonment Area

CUPLIN & ASSOCIATES, Inc.
land surveyors & planners

Prepared For: Texas Housing Foundation
Project No. 20676
Date: 08/25/2020

TRACT 1-BEING A 0.080 OF AN ACRE TRACT, AND BEING A PORTION OF THE ALLEYWAY LYING BETWEEN LOTS 3-9, BLOCK 149, CITY OF MARBLE FALLS, AS SHOWN ON THE PLAT RECORDED IN VOLUME Y, PAGE 535, DEED RECORDS OF BURNET COUNTY, TEXAS AND SOUTH OF LOT 1-A, CHILDERS BASEBALL PARK, AS SHOWN ON THE PLAT RECORDED IN CABINET 3, SLIDE 67B, PLAT RECORDS OF BURNET COUNTY, TEXAS, SAID 0.080 OF AN ACRE TRACTS BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron pin found along the west right-of-way line of Avenue L, at the northeast corner of Lot 6 of said Block 149, for the southeast corner hereof;

THENCE North 61°32'50" West, along the north line of Lots 6, 5, 4 and 3 of said Block 149, and the south line hereof, a distance of 199.87 feet to a 1/2" iron pin set with plastic survey cap stamped "CUPLIN", along the easterly line of said Lot 1-A, at the northwest corner of said Lot 3, for the most westerly corner hereof;

THENCE North 28°27'24" East, along an east line of said Lot 1-A and the west line hereof, a distance of 9.98 feet to a 1/2" iron pin set with plastic survey cap stamped "CUPLIN", at the most northwesterly corner hereof, **WHENCE** a calculated point for corner at the southwesterly interior corner of said Lot 1-A bears North 28°27'24" East, a distance of 9.98 feet;

THENCE over and across said Alley the following two(2) courses and distances;

- 1) South 61°32'50" East, a distance of 49.97 feet to a 1/2" iron pin set with plastic survey cap stamped "CUPLIN";
- 2) North 28°27'24" East, a distance of 9.98 feet to a 1/2" iron pin set with plastic survey cap stamped "CUPLIN", at the southeasterly corner of said Lot 1-A, at the southwesterly corner of said Lot 9, and being a northerly corner hereof;

THENCE South 61°32'50" East, along the south line of said and Lots 9, 8, and 7, and the northerly line hereof, a distance of 149.90 feet to a 1/2" iron pin found in the west right-of-way line of said Avenue L, for the southeast corner of said Lot 7 and the northeast corner hereof;

THENCE South 28°27'24" West, along the west right-of-way line of said Avenue L and the east line hereof, a distance of 19.96 feet to the **POINT OF BEGINNING** and calculated to contain 0.080 acres.

TRACT 2: BEING A 0.011 OF AN ACRE TRACT, AND BEING A PORTION OF THE ALLEYWAY LYING NORTH OF LOT 3, BLOCK 149, CITY OF MARBLE FALLS, AS SHOWN ON THE PLAT RECORDED IN VOLUME Y, PAGE 535, DEED RECORDS OF BURNET COUNTY, TEXAS AND SOUTH OF LOT 1-A, CHILDERS BASEBALL PARK, AS SHOWN ON THE PLAT RECORDED IN CABINET 3, SLIDE 67B, PLAT RECORDS OF BURNET COUNTY, TEXAS, SAID 0.011 OF AN ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod set with plastic cap stamped "CUPLIN" in the North line of said alleyway, at the Southwest corner of said Lot 1-A, Childers Baseball Park, the Southwest corner of Lot 9 of said Block 149, and the Northeast corner hereof, **WHENCE** a 1/2" iron rod found in the Western Right of Way line of Avenue L at the Southeast corner of Lot 7 of said Block 149, and the Northeast corner of said alleyway bears S 61°32'50" E, a distance of 149.90 feet;

THENCE S 28°27'24" W, a distance of 9.98 feet to a 1/2" iron rod set with plastic cap stamped "CUPLIN" in the centerline of said alleyway for the Southeast corner hereof;

THENCE N 61°32'50" W, a distance of 49.97 feet to a 1/2" iron rod set with plastic cap stamped "CUPLIN" in the Southeast boundary line of said Lot 1-A, for the Southwest corner hereof;

THENCE N 28°27'24" E, along the Southeast boundary line of said Lot 1-A, a distance of 9.98 feet to a 1/2" iron rod set with plastic cap stamped "CUPLIN" at a reentrant corner of said Lot 1-A, for the Northwest corner hereof;

THENCE S 61°32'50" E, a distance of 49.97 feet to the **POINT OF BEGINNING** and calculated to contain 0.011 acres.

NOTE:

A Plat of Survey of even date was prepared and is intended to accompany the above described tract of land. Bearings are based on North American Datum of 1983, Texas Central Zone.

I HEREBY CERTIFY EXCLUSIVELY TO TEXAS HOUSING FOUNDATION AND THE CITY OF MARBLE FALLS, THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION, CUPLIN & ASSOCIATES, INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE ABOVE REFERENCED PARTIES HEREBY CERTIFIED TO FOR THIS SPECIFIC TRANSACTION ONLY. COPYRIGHT 2020, CUPLIN & ASSOCIATES, INC. ©.



Danny J. Stark
Registered Professional Land Surveyor No. 5602

Dated: 08/25/2020



1500 Office Lane, Marble Falls, Texas 78654
P/E 325.388.3300 Fax: 325.388.3320 Prof. Firm No. 10126900
www.cuplinassociates.com

October 6, 2020

7. REGULAR AGENDA

- (c) Discussion and Action on Ordinance 2020-O-10B regarding the intent to annex into the City Limit 300 acres of land, more or less, out of the August Hoffman Survey No. 1078, Abstract No. 1034, the Joseph Harrell Survey No. 533, Abstract No. 451, the Guadalupe Flores Survey No. 7, Abstract No. 304, and the C. & M. RR. Co. Survey No. 1, Abstract No. 1122, Burnet County, Texas, located east of US Highway 281, west along County Road 401, north of State Highway 71, and south of east Farm to Market Road 2147. *Valerie Kreger, Director of Development Services*
-



Council Agenda Item Cover Memo
October 6, 2020

Agenda Item No.: 7(c)
Presenter: Valerie Kreger, Director of Development Services
Department: Development Services
Legal Review:

AGENDA CAPTION

Discussion and Action on Ordinance 2020-O-10B regarding a petition for Voluntary Annexation and declaring the intent of the City of Marble Falls to annex into the City Limit 300 acres of land, more or less, out of the August Hoffman Survey No. 1078, Abstract No. 1034, the Joseph Harrell Survey No. 533, Abstract No. 451, the Guadalupe Flores Survey No. 7, Abstract No. 304, and the C. & M. RR. Co. Survey No. 1, Abstract No. 1122, Burnet County, Texas, located east of US Highway 281, west along County Road 401, north of State Highway 71, and south of east Farm to Market Road 2147.

BACKGROUND INFORMATION

This item is the City's declaration of intent to annex 300 acres of land, per petition of the landowners, Paul and Barbara King. The property owners are requesting annexation at this time as they have been approached by a developer wanting to include this acreage into a pending development. The Subject Area proposed for annexation is located east of US Highway 281, west along County Road 401, north of State Highway 71, and south of east Farm to Market Road 2147, within the City of Marble Falls's existing extra-territorial jurisdiction (ETJ). A copy of the petition and the draft Intent to Annex Ordinance is included in this memo.

The entire span of this annexation area is within the City of Marble Falls existing extra-territorial (ETJ), and is depicted on annexation maps in the memo. Once this area is annexed the City's ETJ will expand accordingly. There is very little existing development within the Subject Area. Below is an inventory of the existing development in the annexation area:

- Commercial Rooftops-0
- Residential Rooftops-1
- Public Facility-0

The Subject Area will be given the default zoning category of Agricultural (AG) upon annexation. Following annexation, the developer plans to rezone the property to Planned Development District (PDD).

The attached ordinance declares the City's intent to annex the described Subject Area into the City limit and is the first step of the annexation process. The ordinance is the official and required mechanism to instruct the staff to initiate the following:

- Notification of Property Owners in annexation area of pending annexation
- Development of an Annexation Service Plan
- Approval of the Public Hearing timeline

The Intent to Annex Ordinance drafted includes the required statute public hearing dates and public notice dates for the annexation process as outlined below:

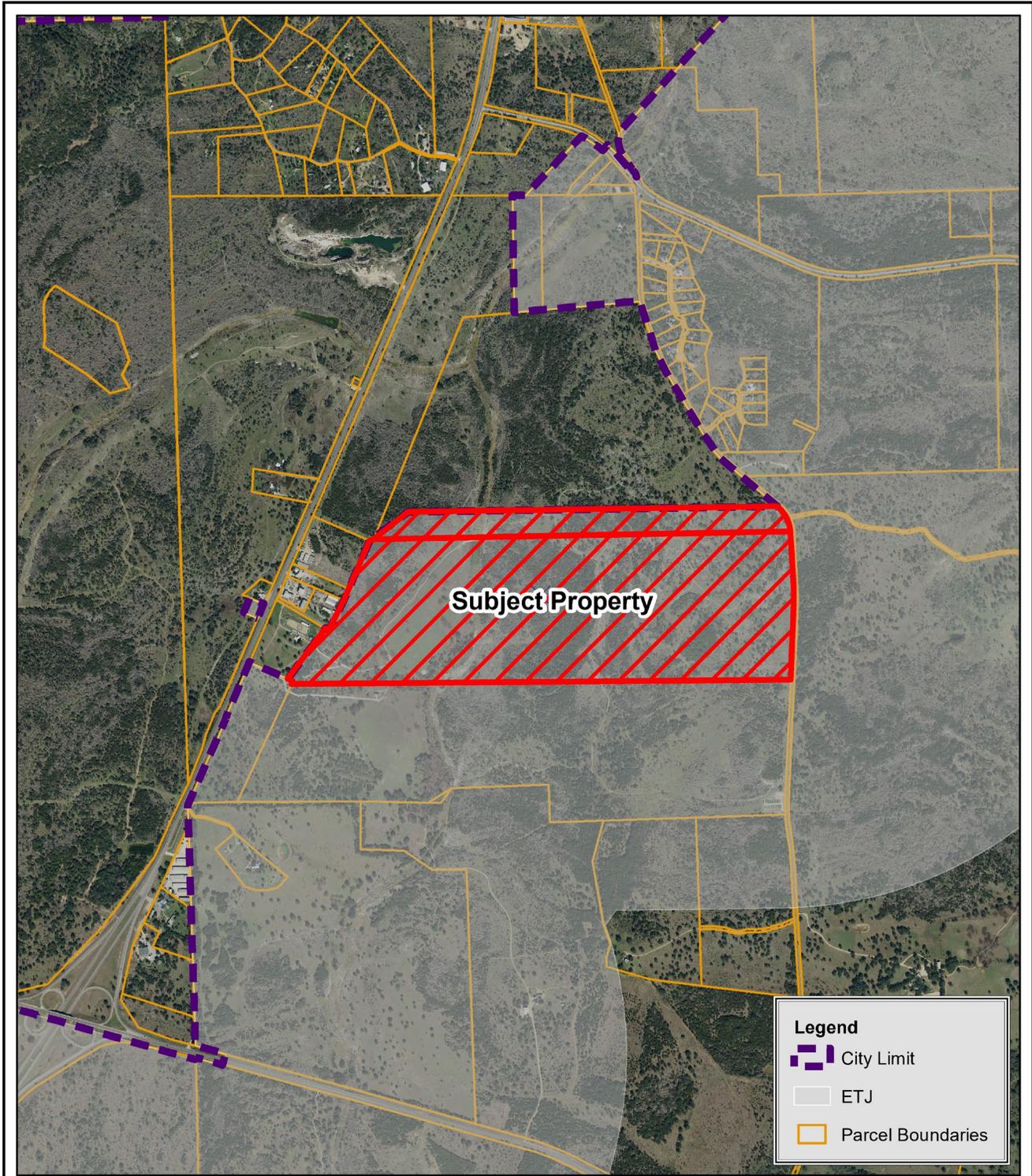
- Tuesday, October 6, 2020 - Notice of Intent to Annex
- Tuesday, October 20, 2020 - 1st Public Hearing
- Tuesday, October 27, 2020 - 2nd Public Hearing (Special Meeting)
- Tuesday, November 17, 2020 - Final Action and Adoption

RECOMMENDATION

Due to conformance with the City's Comprehensive Plan, Staff recommends approval of Ordinance 2020-O-10B, initiating the annexation process.

Memo Contents:

- | | |
|---|------------|
| • Informational maps produced by City Staff | Page 3 |
| • Intent to Annex Ordinance | Pages 4-9 |
| • Ex. A - Boundary Survey and Description | Pages 6-8 |
| • Ex. B – Petition for Annexation | Pages 9-10 |

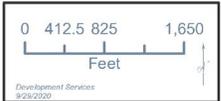


Legend

-  City Limit
-  ETJ
-  Parcel Boundaries



VOLUNTARY ANNEXATION



ORDINANCE NO. 2020-O-10B

AN ORDINANCE DECLARING THE INTENT OF THE CITY OF MARBLE FALLS TO ANNEX INTO THE CITY LIMITS APPROXIMATELY 300 ACRES, MORE OR LESS, (THE PROPERTY) IN BURNET COUNTY, TEXAS, AS MORE PARTICULARLY DEPICTED WITHIN EXHIBIT "A" PROVIDING WRITTEN NOTICE TO THE SERVICE PROVIDERS, AND OWNERS OF RAILROAD RIGHT-OF-WAY, IF ANY, LOCATED IN SUCH TERRITORY, PROVIDING FOR TWO PUBLIC HEARINGS AND DIRECTING THE CITY MANAGER TO PREPARE A SERVICE PLAN PROVIDING FOR FULL MUNICIPAL SERVICES TO THE AREA TO BE ANNEXED; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property to be annexed consists of 300 acres of land, more or less, out of the August Hoffman Survey No. 1078, Abstract No. 1034, the Joseph Harrell Survey No. 533, Abstract No. 451, the Guadalupe Flores Survey No. 7, Abstract No. 304, and the C. & M. RR. Co. Survey No. 1, Abstract No. 1122, in Burnet County, Texas; **and**

WHEREAS, the property to be annexed is adjacent to and runs parallel to the boundaries of the City; **AND**

WHEREAS, the Property landowners have requested annexation into the City of Marble Falls in accordance with a Petition for Annexation which is attached hereto as Exhibit "B"; **AND**

WHEREAS, the property to be annexed is within the City's extraterritorial jurisdiction and the property is not within the extraterritorial jurisdiction of any other city; **AND**

WHEREAS, the City is authorized by law to annex such area.

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

SECTION I. The City Council hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

SECTION II. Before the City institutes annexation proceedings, it shall provide written notice to each public entity or private entity that provides services in the area to be annexed and to each railroad company which owns right-of-way in the area to be annexed prior to the date of the first public hearing.

SECTION III. The City shall conduct two public hearings at which times persons interested in the annexation shall be given the opportunity to be heard. The first public hearing shall be conducted in the Council Chamber of City Hall of the City of Marble

Falls on the 20th day of October, 2020, at 6:00 p.m. The second public hearing shall be conducted in the Council Chamber of City Hall of the City of Marble Falls on the 27th day of October, 2020, at 6:00 p.m.

SECTION IV. Notice of these public hearings shall be published in the Highlander on or before October 9, 2020, and October 13, 2020. The notice will also be posted on the City's Internet website on or before October 9, 2020, and shall remain posted until the dates of the hearings.

SECTION V. Before the notice of the first hearing is published, the City Manager shall prepare a Service Plan meeting the requirements of Section 43.065 of the Texas Local Government Code.

SECTION VI. This Ordinance shall become effective immediately upon passage.

DULY PASSED by the City Council of the City of Marble Falls, Texas, on the 6th day of October, 2020.

John Packer, Mayor
City of Marble Falls

ATTEST:

Christina McDonald, City Secretary
City of Marble Falls

(SEAL)

APPROVED AS TO FORM:

Patty L. Akers, City Attorney
City of Marble Falls

Exhibit "A" (2 of 3)

CUPLIN & ASSOCIATES, Inc.
land surveyors & planners

Prepared For: City of Marble Falls
Project No. 201132
Date: 08/13/2020

BEING A 300.363 ACRE TRACT IN BURNET COUNTY, TEXAS, OUT OF THE AUGUST HOFFMAN SURVEY NO. 1078, ABSTRACT NO. 1034, THE JOSEPH HARRELL SURVEY NO. 533, ABSTRACT NO. 451, THE GUADALUPE FLORES SURVEY NO. 7, ABSTRACT NO. 304, AND THE C. & M. RR. CO. SURVEY NO. 1, ABSTRACT NO. 1122 AND BEING ALL OF A CALLED 260.45 ACRE TRACT AS DESCRIBED IN DOCUMENT TO PAUL E. KING JR. AND BARBARA J. KING RECORDED IN DOCUMENT NO. 201407265 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND ALL OF A CALLED 40.00 ACRE TRACT OF LAND AS DESCRIBED IN DOCUMENT TO PAUL E. KING JR. AND BARBARA J. KING RECORDED IN DOCUMENT NO. 201407347 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 300.363 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3" metal fence corner post, along the westerly right-of-way line of Burnet County Road No. 401, at a southeasterly corner of a remnant tract of land as described in document to Janie Kay Roper Harris, recorded in Volume 1153, Page 358 of the Official Public Records of Burnet County, Texas, at the northeasterly corner of said 40.00 acre tract of land, and being the northeasterly corner hereof;

THENCE along the westerly right-of-way line of said Burnet County Road No. 401, the easterly line of said 40.00 acre tract, the easterly line of said 260.45 acre tract, and hereof the following 7 (seven) courses and distances

- 1) South 41°23'07" East, a distance of 31.87' to a 2" metal fence corner post,
- 2) South 26°37'45" East, a distance of 121.69' to a 60-d nail found near a fence corner post,
- 3) South 14°50'52" East, a distance of 46.68' to a 2" metal fence corner post,
- 4) South 08°55'54" East, a distance of 155.70' to a 1/2" iron pin found for the northeast corner of said 260.45 acre King tract and the Southeast corner of said 40.00 acre tract,
- 5) South 01°05'18" West, a distance of 452.51' to a 2" metal fence corner post,
- 6) South 08°54'36" East, a distance of 327.43' to a 2" metal fence corner post, and
- 7) South 02°22'42" West, a distance of 1105.48' to a 1/2" iron pin found, at the northeasterly corner of the remnant of a called 260.45 acre tract as described in document to James Russell Roper, recorded in Document No. 201004069 of the Official Public Records of Burnet County, Texas, at the southeasterly corner of said 260.45 acre tract, and hereof;

THENCE South 89°34'48" West, along the northerly line of said remnant tract of 260.45 acres Roper tract, the southerly line of said 260.45 acre King tract, and hereof, a distance of 6636.22' to a 1/2" iron pin found, along the easterly line of a called 23.922 tract of land as described in document to Ellison Roper Land Corporation, recorded on Document No. 201004069 of the Official Public Records of Burnet County, Texas, and being the northwest corner of aid 260.45 acre Roper tract, the southwesterly corner of said 260.45 acre King tract, and hereof;

THENCE North 23°46'07" East, along the easterly line of said 23.922 acre tract, the westerly line of said 260.45 acre King tract, and hereof, a distance of 59.88' to a 1/2" iron pin found, at the southeasterly corner of a called 12.74 acre tract of land as described in document to the Marble Falls Rodeo Association, Inc., recorded on Volume 508, Page 738 of the Real Property Records of Burnet County, Texas, being a westerly angle point of said 260.45 acre tract, and hereof;

THENCE North 36°31'06" East, along the easterly line of said 12.74 acre tract, the westerly line of said 260.45 acre King tract, and hereof, a distance of 829.46' to a 5" metal fence corner post, along the southerly right-of-way line of Burnet County Road No. 424, being a westerly angle point in said 260.45 acre tract, and hereof;

1500 Ollie Lane, Marble Falls, Texas 78654
PH: 325.388.3300 Fax: 325.388.3320 Prof. Firm No. 10126900
www.cuplinassociates.com

Page 2 of 3

Exhibit "A" (3 of 3)

THENCE South 59°40'31" East, along the southerly right-of-way line of said Burnet County Road No. 424, a northerly line of said 260.45 acre King tract, and hereof, a distance of 51.11' to a 5" metal fence corner post, being a westerly interior corner of said 260.45 acre King tract, and hereof;

THENCE North 26°35'57" East, along the easterly right-of-way line of said Burnet County Road No. 424, the easterly line of a called 3.66 acre tract of land as described in document to Burnet County, recorded in Volume 325, Page 174 of the Deed Records of Burnet County, Texas, the westerly line of said 260.45 acre King tract, and hereof, a distance of 443.66' to a 1/2" iron pin found, at the southeasterly corner of a called 3.25 acre tract of land as described in document to Robert Grant Dean, recorded on Volume 1446, Page 898 of the Official Public Records of Burnet County, Texas, at a westerly angle point of said 260.45 acre tract, and hereof;

THENCE North 23°26'08" East, along the easterly line of said 3.25 acre tract, the easterly line of a called 12.729 acre tract as described in document to Bryan Coffey, et al, recorded on Volume 822, Page 394 of the Official Public Records of Burnet County, Texas, the westerly line of said 260.45 acre King tract, and hereof, a distance of 849.72' to a 5" metal fence corner post, at the southeasterly corner of the remnant of a called 98.525 acre tract as described in document to Ellison Roper Land Corporation, recorded on Document No. 201004069 of the Official Public Records of Burnet County, Texas, being a westerly angle point of said 260.45 acre King tract, and hereof;

THENCE North 20°25'13" East, along the easterly line of the remnant of said Ellison Roper tract, the westerly line of said 260.45 acre tract, and hereof, a distance of 17.24' to a 1/2" iron pin found, at the most southerly corner of the remnant of said Janie Kay Roper Harris tract, at the northwest corner of said 260.45 acre King tract, the southwest corner of said 40.00 acre tract, and being a northwesterly corner hereof;

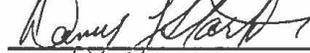
THENCE along the southerly lines of the remnant of said Janie Kay Roper Harris tract, the northerly lines of said 40.00 acre tract and hereof the following 2(two) courses and distances;

- 1) North 56°31'22" East, a distance of 609.26' to a 1/2" iron pin with "CUPLIN" property cap found, and
- 2) North 89°34'26" East, a distance of 4915.55' to the **POINT OF BEGINNING**, containing 300.363 acres, more or less.

NOTE:

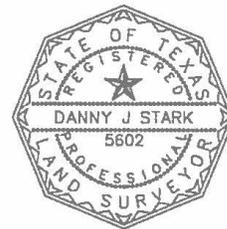
A Plat of Survey of even date was prepared and is intended to accompany the above described tract of land. Bearings are based on North American Datum of 1983, Texas Central Zone.

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. CUPLIN & ASSOCIATES, INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE ORIGINAL PARTY OR PARTIES FOR WHOM IT WAS PREPARED. COPYRIGHT 2020, CUPLIN & ASSOCIATES, INC. ©.



Dated: 08/13/2020

Danny J. Stark
Registered Professional Land Surveyor No. 5602



1500 Ollie Lane, Marble Falls, Texas 78654
PH: 325.388.3300 Fax: 325.388.3320 Prof. Firm No. 10126900
www.cuplinassociates.com

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Name

Address: _____

Date: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was sworn to, signed and acknowledged before me by on this, the ___ day of _____, 201_.

Notary Public, State of Texas

My commission expires: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was sworn to, signed and acknowledged before me by on this, the ___ day of _____, 201_.

Notary Public, State of Texas

My commission expires: _____