



**NOTICE OF MEETING  
GOVERNING BODY OF MARBLE FALLS, TEXAS  
January 6, 2026 – 6:00 pm**

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

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Notice is hereby given that on the 6<sup>th</sup> day of January 2026 the Marble Falls City Council will meet in regular session at 6:00 pm in the City Hall Council Chambers located at 800 Third Street, Marble Falls, Texas, at which time the following subjects will be discussed:

- 1. CALL TO ORDER AND ANNOUNCE QUORUM IS PRESENT**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES AND TO THE TEXAS FLAG.**  
*"Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."*
- 4. UPDATES, PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS**
  - Recognition of Employee of the Quarter. *Mayor John Packer*
  - Presentation of Servant Leadership Award. *Caleb Krzaenzel, City Manager*
  - Update from Fire Rescue. *Coy Guenter, Fire Chief/Fire Marshal*
  - Update from Frontier Communications regarding Fiber Project. *David Russell, VP External Affairs*
- 5. CITIZEN COMMENTS.** *This is an opportunity for citizens to address the City Council concerning an issue of community interest that is not on the agenda. Comments on a specific agenda item must be made when the agenda item comes before the Council. The Mayor may place a time limit on all comments. Any deliberation of an issue raised during Citizen Comments is limited to a statement of fact regarding the item; a statement concerning the policy regarding the item or a proposal to place the item on a future agenda.*
- 6. CONSENT AGENDA.** *The items listed are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which case the item will be removed from the Consent Agenda prior to a motion and vote. The item will be considered in its normal sequence on the Regular Agenda.*
  - (a) Approval of the minutes of the December 2, 2025 regular meeting. *Christina McDonald, City Secretary*

- (b) Approval of Capital Improvement Plan Committee appointment: Michele Loper. *Christina McDonald, City Secretary*
- (c) Approval of Hotel Motel Tax Advisory Committee appointments: Jamee Lynn Smith, and Darlene Oostermeyer. *Christina McDonald, City Secretary*
- (d) Approval of Parks and Recreation Commission appointment: Michele Loper (Place 2). *Christina McDonald, City Secretary*
- (e) Approval of Planning and Zoning Commission appointments: Darlene Oostermeyer (Place 2), MaxAnne Jones (Place 4) and Bailey Vercher (Place 6). *Christina McDonald, City Secretary*
- (f) Approval of TIRZ Board No. One appointments: Teresa Carosella, Bob Weis and Richard Westerman and the appointment of Kyle Stripling as Board Chair. *Christina McDonald, City Secretary*
- (g) Approval of Zoning Board of Adjustment appointments: Thomas Oostermeyer, Michele Loper and Jim Cesdario. *Christina McDonald, City Secretary*
- (h) Approve Resolution 2026-R-01A declaring the City's official intent to reimburse prior expenditures related to the AXS Radio Console Project from the proceeds of future debt obligations. *Russell Sander, Assistant City Manager*
- (i) Approval of the Investment Reports for 2025. *Caleb Krzaenzel, City Manager*

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

- (a) Discussion and Action on Ordinance 2026-O-01A, an ordinance amending the Code of Ordinance, Chapter 15 (Parks and Recreation), Article II (Conduct in City Parks), to add a new Section 15-31 prohibiting smoking and vaping in city parks. *Lacey Dingman, Director of Parks and Recreation*
- (b) Discussion and Action on the approval of an Interlocal Agreement between the City of Marble Falls and City of Bee Cave for dispatch services. *Stacy Marberry, HLRECC Director*

**8. CITY MANAGER'S REPORT**

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

Pursuant to §551.087 (*Deliberation Regarding Economic Development Negotiations*) of the Open Meetings Act. *Tex. Gov't Code*, Council will meet in Executive Session to discuss the following:

- Consultation with City Attorney regarding legal rights and obligations under CMAR agreement with MGC Contractors and legal advice regarding procurement issues for One Water plant.
- Consultation with City Attorney regarding the Thunder Rock Sports Complex
- Consultation with City Attorney regarding pending or contemplated litigation or a settlement offer related to the Lone Star Paving Contract
- Acquisition of Real Property

## **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 retire 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).*

*This agenda has been reviewed and approved by the City of Marble Falls' legal counsel, and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.*

*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 830.798.7060.*

### **Certificate of Posting**

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at City Hall, 800 Third Street, Marble Falls, Texas in a place convenient and readily accessible to the general public at all times, and posted at least **three full business days prior to the meeting date**, in compliance with HB 1522 and the Texas Open Meetings Act.



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Christina McDonald, TRMC  
City Secretary

**January 6, 2026**

**6. CONSENT AGENDA**

- (a) Approval of the minutes of the December 2, 2025 regular meeting. *Christina McDonald, City Secretary*
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**STATE OF TEXAS  
COUNTY OF BURNET  
CITY OF MARBLE FALLS**

**On the 2<sup>nd</sup> day of December 2025, the City Council convened in regular session at 6:00 p.m. in the City Hall Council Chambers located at 800 Third Street, 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.**

<b><u>PRESENT:</u></b>	John Packer	Mayor
	Craig Magerkurth	Mayor Pro-Tem
	Dee Haddock	Councilmember
	Lauren Haltom	Councilmember
	Griff Morris	Councilmember
<b><u>ABSENT:</u></b>	Karlee Hubble	Councilmember
	Richard Westerman	Councilmember
<b><u>STAFF:</u></b>	Caleb Kraenzel	City Manager
	Russell Sander	Assistant City Manager
	Christina McDonald	City Secretary
	Josh Brockman Weber	City Attorney
	Glenn Hanson	Police Chief
	Trisha Ratliff	Assistant Police Chief
	Coy Guenter	Assistant Fire Chief/Fire Marshal
	Jeff Prato	City Engineer
	Scarlet Moreno	Director of Development Services
	Hanna Kadow	Planner
	Stacy Marberry	HLRECC Director
	James Cole	PD CID Captain
	Christian Fletcher	EDC Executive Director
	Lacey Dingman	Parks and Recreation Director
	Angel Alvarado	Human Resources Director
	Erin Burks	Downtown and Marketing Manager
	Bill Neve	Project Manager – Engineering Department

**VISITORS:** Dr. Jeff Gasaway (Superintendent MFISD), Matt Meyers (Waste Management), Dr. Robert Linder, Raymond Whelan (The Highlander), Dakota Morrissey (Daily Trib), Thomas and Darlene Oostermeyer, Kim Kankel (President/CEO Marble Falls Highland Lakes Area Chamber of Commerce)

- 1. CALL TO ORDER AND ANNOUNCE QUORUM IS PRESENT.** Mayor Packer called the meeting to order and announced the presence of a quorum.

2. **INVOCATION.** Councilmember Haddock gave the invocation.

3. **PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES AND TO THE TEXAS FLAG.** Mayor Pro-Tem Magerkurth led the pledges.

4. **UPDATES, PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS**

- **Update from the Marble Falls Independent School District.** Dr. Jeff Gasaway, Superintendent provided the update.
- **Update from Waste Management.** Matt Meyers, Public Sector Representative, gave the update.

5. **CITIZEN COMMENTS.** Dr. Robert Linder addressed the Council regarding the need for a Fine Arts Center.

6. **CONSENT AGENDA.** City Secretary Christina McDonald report that Mayor Pro-Tem Magerkurth submitted a Conflict of Interest Affidavit and recused himself from consideration of the Consent Agenda.

(a) **Approval of the minutes of the November 18, 2025 regular meeting.**

(b) **Approval of a License Agreement with Aqua-Aerobic Systems, Inc. to provide an exclusive license for use of the AquaNereda technology.**

Councilmember Haddock moved to approve the consent agenda, Councilmember Haltom seconded the motion. The motion carried by a vote of 4-0.

7. **REGULAR AGENDA.**

(a) **Public Hearing, Discussion, and Action on Ordinance 2025-O-12A amending Ordinance 2017-O-08A within the Downtown District (DN), to remove the concept plan for 0.29 acres, being Lot 1-A, Block 32, City of Marble Falls Original Township, generally located at 500 Main Street.** Hanna Kadow addressed Council. Mayor Packer opened the public hearing. After some discussion Mayor Packer read the ordinance caption and closed the public hearing. Mayor Pro-Tem Magerkurth made a motion to act favorably on Ordinance 2025-O-12A. The motion was seconded by Councilmember Morris and carried by a unanimous vote (5-0).

(b) **Discussion and Action on the award and execution of a construction agreement with the selected contractor, in an amount not to exceed \$5,295,479.70 to perform work required for the construction of the Nature Heights Drive Extension Project and authorize the City Manager to execute the agreement.** City Engineer Jeff Prato presented the item to the Council. Following discussion, Councilmember Haddock moved to award the construction agreement to Packsaddle Management in an amount not to exceed

\$5,295,479.70 and to authorize the City Manager to execute the agreement. Mayor Pro-Tem Magerkurth seconded the motion. The motion passed 4–1, with Councilmember Morris voting opposed.

**(c) Discussion and Action on approval of an equipment lease-purchase agreement with Motorola Solutions for the AXS Radio Console project and authorizing the City Manager to execute the agreement.** HLRECC Director Stacy Marberry presented the item, followed by Assistant City Manager Russell Sander, who addressed financing options for the project. Mr. Sander noted that the City’s Bond Counsel recommended issuing Tax Notes or Certificates of Obligation for the project.

Mayor Pro-Tem Magerkurth moved to authorize the issuance of a Purchase Order not to exceed \$640,696.70 for the AXS Radio Console project and to authorize the City Manager to execute the necessary documents for appropriate project financing. Councilmember Morris seconded the motion. The motion passed 5–0.

**8. CITY MANAGER’S REPORT.** City Manager Caleb Kraenzel updated Council on the 2026 calendar mailing.

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

- Acquisition of Real Property
- Economic Development Prospects
- Consultation with City Attorney regarding the Thunder Rock Sports Complex
- Consultation with City Attorney regarding potential extension of tolling agreement and pending or contemplated litigation or a settlement offer related to the Lone Star Paving Contract

7:28 p.m. Council convened to Executive Session

8:30 p.m. Council returned to Open Session

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

**11. ANNOUNCEMENTS AND FUTURE AGENDA ITEMS.** Staff noted that the next regular meeting in January 6 and reviewed the draft agenda with Council.

**12. ADJOURNMENT.** There being no further business to discuss, Councilmember Morris made a motion to adjourn. Councilmember Haltom seconded the motion. The meeting was adjourned at 8:31 p.m.

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**John Packer, Mayor**

**ATTEST:**

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**Christina McDonald, TRMC  
City Secretary**

DRAFT

**January 6, 2026**

**6. CONSENT AGENDA**

(b) Approval of Capital Improvement Plan Committee appointment: Michele Loper.  
*Christina McDonald, City Secretary*

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**Council Agenda Item Cover Memo  
January 6, 2026**

**Agenda Item No.:** 6(b)  
**Presenter:** Christina McDonald, City Secretary  
**Department:** Administration  
**Legal Review:**  N/A

**AGENDA CAPTION**

Approval of Capital Improvement Plan Committee appointment: Michele Loper.

**BACKGROUND INFORMATION**

The Capital Improvement Plan Committee consists of eight members, seven of which are Planning and Zoning Commissioners. Each member serves a term of two years.

Michele Loper currently serves on the committee as the citizen representative. Her term expires in January. Ms. Loper wishes to be considered for reappointment to the committee. Attached is her reappointment questionnaire. Staff does not have any other applications on file for Council's consideration.

**BUDGET IMPLICATIONS**

**Current Budget**

**New Budget Request**

**Non-Budgetary**

**STAFF RECOMMENDATION**

Staff recommends appointing Michele Loper to the Capital Improvement Plan Committee to serve a term of two years.



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NOV 12 2025

CITY BOARD OR COMMISSION REAPPOINTMENT QUESTIONNAIRE

NAME: Michele Lopez DATE: 11/10/25

ADDRESS: 2400 Park View Drive Marble Falls TX 78654

HOME PHONE: ( ) CELL PHONE: 817 996-2300

E-MAIL ADDRESS: ms1tx11@gmail.com

PLACE OF EMPLOYMENT: Retail POSITION AND TITLE:

CURRENT BOARD: Capital Improvement YEARS OF SERVICE: 7

Resident of the Marble Falls Corporate City Limits? Yes No If yes, how long? 5 years

Qualified Voter? Yes No Voted in the last city election? Yes No Voter Registration Number: 1047468495

Are you in arrears on any City of Marble Falls taxes or other liabilities due the City of Marble Falls? Yes No

- 1) Please list your accomplishments and contributions made as a board or commission member and detail your role in these accomplishments: Attended all meetings, Reviewed information provided prior to meetings, Visited some areas undergoing city improvements, Special attention given to allocated funds for Parks & Recreation.

2) What are your goals and objectives for the board or commission in the coming year? actively participated in the Comprehensive Planning Process.



3) What improvements do you think need to be made to the board or commission on which you serve?

none

PLEASE PROVIDE ALL INFORMATION REQUESTED. INCOMPLETE QUESTIONNAIRES WILL NOT BE CONSIDERED FOR BOARD/COMMISSION REAPPOINTMENTS.

DISCLAIMER AND SIGNATURE: I hereby request consideration for reappointment to a board or commission of the City of Marble Falls, Texas. I certify that my answers above are true and complete. I understand that the information contained in this application may be considered, among other criteria, qualifications and/or information, by the City Council in its evaluation for the position being sought. I further understand that should I be reappointed to any City of Marble Falls Board or Commission, I serve at the pleasure of the City Council and may be removed from said position at any time and for any reason or no reason at all, with or without notice. I also understand that should I be reappointed to a City of Marble Falls Board or Commission, I must be responsible for a creditable record of attendance and performance. If this questionnaire leads to my reappointment to a position on a City of Marble Falls Board or Commission, I understand that false or misleading information in my questionnaire may result in my removal from the position

I also acknowledge that this information may be made available to the public.

Muhle Lopez
Applicant Signature

11/10/25
Date

CITY USE ONLY:

Board/Commission Reappointed to:
Date Reappointed:
Number of Terms Served:

RETURN COMPLETED QUESTIONNAIRE TO:
City Secretary's Office
City of Marble Falls
800 Third Street, Marble Falls, Texas 78654
Phone: (830) 693-3615 • Fax: (830) 693-6737

**January 6, 2026**

**6. CONSENT AGENDA**

(c) Approval of Hotel Motel Tax Advisory Committee appointments: Jamee Lynn Smith, and Darlene Oostermeyer. *Christina McDonald, City Secretary*

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**Council Agenda Item Cover Memo**  
**January 6, 2026**

**Agenda Item No.:** 6(c)  
**Presenter:** Christina McDonald, City Secretary  
**Department:** Administration  
**Legal Review:**  N/A

**AGENDA CAPTION**

Approval of Hotel Motel Tax Advisory Committee appointments: Jamee Lynn Smith, and Darlene Oostermeyer.

**BACKGROUND INFORMATION**

The Hotel Motel Tax Advisory Committee is comprised of a total of seven (7) members as follows:

- Director of the Chamber
- Director of the Marble Falls EDC
- President of the Hotel Motel Association
- City Manager
- Mayor or Councilmember
- Two (2) citizens of the City of Marble Falls

The Hotel Motel Tax Advisory Committee Ordinance states that the members of the committee shall be appointed by the City Council for a term of two (2) years.

The terms of Hotel Motel Association representative Jamee Smith and citizen representatives, Darlene Oostermeyer and Ross Johnson expire in January.

At the time of agenda posting reappointment questionnaires (attached) had been submitted by Darlene Oostermeyer and Jamee Smith.

**BUDGET IMPLICATIONS**

Current Budget       New Budget Request       Non-Budgetary

**STAFF RECOMMENDATION**

Staff recommends appointing Jamee Smith and Darlene Oostermeyer to the Hotel Motel Tax Advisory Committee to serve until January 2028.



**CITY BOARD OR COMMISSION REAPPOINTMENT QUESTIONNAIRE**

NAME: Jamee Smith DATE: 11/13/25

ADDRESS: 147 Broadmoor St.  
Meadowlakes, TX 78654 (This application will expire 2 years after this date)

HOME PHONE: ( ) \_\_\_\_\_ CELL PHONE: (512) 417-3649

E-MAIL ADDRESS: gm@hiddenfallsinn.com

PLACE OF EMPLOYMENT: Hidden Falls Inn  
POSITION AND TITLE: General Manager

CURRENT BOARD: HOT COMMITTEE  
YEARS OF SERVICE: 2

Resident of the Marble Falls Corporate City Limits?  Yes  No If yes, how long? \_\_\_\_\_

Qualified Voter?  Yes  No Voter Registration Number: 2173159669  
Voted in the last city election?  Yes  No

Are you in arrears on any City of Marble Falls taxes or other liabilities due the City of Marble Falls?  Yes  No  
(Arrears is defined to mean that payment has not been received within ninety (90) days from due date.)

1) Please list your accomplishments and contributions made as a board or commission member and detail your role in these accomplishments:

Contributed to decisions of use of HOT funds to bring / expand travel to marble Falls.

2) What are your goals and objectives for the board or commission in the coming year?

City of Marble Falls Board and Commission Reappointment Questionnaire - Page 1 of 2

To offer perspective from the Hotel & Lodging sector on decisions regarding the use of HOT funds.


3) What improvements do you think need to be made to the board or commission on which you serve?

Unsure if allowed but prior private discussions to discuss budget and share opinions.

PLEASE PROVIDE ALL INFORMATION REQUESTED. INCOMPLETE QUESTIONNAIRES WILL NOT BE CONSIDERED FOR BOARD/COMMISSION REAPPOINTMENTS.

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I also acknowledge that this information may be made available to the public.

  
Applicant Signature

11/13/25  
Date

**CITY USE ONLY:**  
Board/Commission Reappointed to: \_\_\_\_\_ Date Reappointed: \_\_\_\_\_  
Number of Terms Served: \_\_\_\_\_

**RETURN COMPLETED QUESTIONNAIRE TO:**  
City Secretary's Office  
City of Marble Falls  
800 Third Street, Marble Falls, Texas 78654  
Phone: (830) 693-3615 • Fax: (830) 693-6737



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NOV 12 2025  
City Secretary's Office

**CITY BOARD OR COMMISSION REAPPOINTMENT QUESTIONNAIRE**

NAME: Darlene Farmer Oostermeyer DATE: 11/10/2025

ADDRESS: 3000 Cedar Trail Rd  
Marble Falls, TX 78654 (This application will expire 2 years after this date)

HOME PHONE: ( 830 ) 693-7025 CELL PHONE: ( 830 ) 512-0813

E-MAIL ADDRESS: DDFO49@yahoo.com

PLACE OF EMPLOYMENT: Retired  
POSITION AND TITLE: \_\_\_\_\_

CURRENT BOARD: HOT  
YEARS OF SERVICE: 2016 - 2025 (9 Years)

Resident of the Marble Falls Corporate City Limits?  Yes  No If yes, how long? 22+Years

Qualified Voter?  Yes  No Voter Registration Number: 1019940847  
Voted in the last city election?  Yes  No

Are you in arrears on any City of Marble Falls taxes or other liabilities due the City of Marble Falls?  Yes  No  
(Arrears is defined to mean that payment has not been received within ninety (90) days from due date.)

1) Please list your accomplishments and contributions made as a board or commission member and detail your role in these accomplishments:

This Commission's accomplishment is awarding deserving charitable groups with extra funds to supplement their budgets so that their programs are advertised outside our market area. HOT funds also help many charities provide additional programs that enhance visitors' experiences's in our town.

2) What are your goals and objectives for the board or commission in the coming year?

Our goal should be to review each application to ensure that all entities' requests are evaluated equally no matter the size of the monetary request. We have so many fascinating sites in our town that help visitors experience different perspectives of Marble Falls.

- 3) What improvements do you think need to be made to the board or commission on which you serve?  
Remind our Commission at the beginning of each year what the HOT rules state. This would ensure new members are aware of them and also be a good reminder to the returning members.

PLEASE PROVIDE ALL INFORMATION REQUESTED. INCOMPLETE QUESTIONNAIRES WILL NOT BE CONSIDERED FOR BOARD/COMMISSION REAPPOINTMENTS.

**DISCLAIMER AND SIGNATURE:** I hereby request consideration for reappointment to a board or commission of the City of Marble Falls, Texas. I certify that my answers above are true and complete. I understand that the information contained in this application may be considered, among other criteria, qualifications and/or information, by the City Council in its evaluation for the position being sought. I further understand that should I be reappointed to any City of Marble Falls Board or Commission, I serve at the pleasure of the City Council and may be removed from said position at any time and for any reason or no reason at all, with or without notice. I also understand that should I be reappointed to a City of Marble Falls Board or Commission, I must be responsible for a creditable record of attendance and performance. If this questionnaire leads to my reappointment to a position on a City of Marble Falls Board or Commission, I understand that false or misleading information in my questionnaire may result in my removal from the position

I also acknowledge that this information may be made available to the public.

  
Applicant Signature

11/10/25  
Date

**CITY USE ONLY**

Board/Commission Reappointed to: \_\_\_\_\_  
Number of Terms Served: \_\_\_\_\_

Date Reappointed: \_\_\_\_\_

**RETURN COMPLETED QUESTIONNAIRE TO:**  
City Secretary's Office  
City of Marble Falls  
800 Third Street, Marble Falls, Texas 78654  
Phone: (830) 693-3615 • Fax: (830) 693-6737

**January 6, 2026**

**6. CONSENT AGENDA**

(d) Approval of Parks and Recreation Commission appointment: Michele Loper  
(Place 2). *Christina McDonald, City Secretary*

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**Council Agenda Item Cover Memo  
January 6, 2026**

**Agenda Item No.:** 6(d)  
**Presenter:** Christina McDonald, City Secretary  
**Department:** Administration  
**Legal Review:**  N/A

**AGENDA CAPTION**

Approval of Parks and Recreation Commission appointment: Michele Loper (Place 2).

**BACKGROUND INFORMATION**

The Parks and Recreation Commission is comprised of seven members. The terms of Michele Loper (Place 2), Charles Watkins (Place 4), and Jacob Aston (Place 6) expire in January.

At the time of agenda preparation, reappointment questionnaires have been submitted by Michele Loper.

Appointed members will serve a term of two years.

**BUDGET IMPLICATIONS**

Current Budget

New Budget Request

Non-Budgetary

**STAFF RECOMMENDATION**

Staff recommends the appointment of Michele Loper to Place 2 of the Parks and Recreation Commission.



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NOV 12 2025

CITY BOARD OR COMMISSION REAPPOINTMENT QUESTIONNAIRE

City Secretary's Office

NAME: Michele Lopez DATE: 11/10/25

ADDRESS: 2400 Park View Drive Marble Falls TX 78654 (This application will expire 2 years after this date)

HOME PHONE: ( ) CELL PHONE: 817, 996-2300

E-MAIL ADDRESS: msltx11@gmail.com

PLACE OF EMPLOYMENT: Retired POSITION AND TITLE:

CURRENT BOARD: Parks & Recreation YEARS OF SERVICE: 2+

Resident of the Marble Falls Corporate City Limits? [X] Yes [ ] No If yes, how long? 5 years

Qualified Voter? [X] Yes [ ] No Voted in the last city election? [X] Yes [ ] No Voter Registration Number: 1047468495

Are you in arrears on any City of Marble Falls taxes or other liabilities due the City of Marble Falls? [ ] Yes [X] No (Arrears is defined to mean that payment has not been received within ninety (90) days from due date.)

1) Please list your accomplishments and contributions made as a board or commission member and detail your role in these accomplishments:

- attended most meetings.
• meet with Lacey and/or Jake (along with the Chairman) prior to each P&R meeting.
• attended Westcreek Park Planning Session.
• Visited parks in progress.

2) What are your goals and objectives for the board or commission in the coming year?

City of Marble Falls Board and Commission Reappointment Questionnaire - Page 1 of 2

actively participate in the Comprehensive Planning Process



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CITY BOARD OR COMMISSION REAPPOINTMENT QUESTIONNAIRE

3) What improvements do you think need to be made to the board or commission on which you serve?

*none*

PLEASE PROVIDE ALL INFORMATION REQUESTED. INCOMPLETE QUESTIONNAIRES WILL NOT BE CONSIDERED FOR BOARD/COMMISSION REAPPOINTMENTS.

**DISCLAIMER AND SIGNATURE:** I hereby request consideration for reappointment to a board or commission of the City of Marble Falls, Texas. I certify that my answers above are true and complete. I understand that the information contained in this application may be considered, among other criteria, qualifications and/or information, by the City Council in its evaluation for the position being sought. I further understand that should I be reappointed to any City of Marble Falls Board or Commission, I serve at the pleasure of the City Council and may be removed from said position at any time and for any reason or no reason at all, with or without notice. I also understand that should I be reappointed to a City of Marble Falls Board or Commission, I must be responsible for a creditable record of attendance and performance. If this questionnaire leads to my reappointment to a position on a City of Marble Falls Board or Commission, I understand that false or misleading information in my questionnaire may result in my removal from the position

I also acknowledge that this information may be made available to the public.

*Michelle Jop*  
Applicant Signature

*11/1/95*  
Date

**CITY USE ONLY:**

Board/Commission Reappointed to: \_\_\_\_\_ Date Reappointed: \_\_\_\_\_  
Number of Terms Served: \_\_\_\_\_

RETURN COMPLETED QUESTIONNAIRE TO:  
City Secretary's Office  
City of Marble Falls  
800 Third Street, Marble Falls, Texas 78654  
Phone: (830) 693-3615 • Fax: (830) 693-6737

**January 6, 2026**

**6. CONSENT AGENDA**

(e) Approval of Planning and Zoning Commission appointments: Darlene Oostermeyer (Place 2), MaxAnne Jones (Place 4) and Bailey Vercher. (Place 6).  
*Christina McDonald, City Secretary*

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**Council Agenda Item Cover Memo  
January 6, 2026**

**Agenda Item No.: 6(e)**  
**Presenter: Christina McDonald, City Secretary**  
**Department: Administration**  
**Legal Review:**          **N/A**

**AGENDA CAPTION**

Approval of Planning and Zoning Commission appointments: Darlene Oostermeyer (Place 2), MaxAnne Jones (Place 4) and Bailey Vercher (Place 6).

**BACKGROUND INFORMATION**

The Planning and Zoning Commission is comprised of seven members. The terms of Darlene Oostermeyer (Place 2), MaxAnne Jones (Place 4), and Bailey Vercher (Place 6) expire in January.

Reappointment questionnaires have been submitted by all commissioners.

Appointed members will serve a term of two years.

**BUDGET IMPLICATIONS**

<input checked="" type="checkbox"/> <b>Current Budget</b>	<input type="checkbox"/> <b>New Budget Request</b>	<input checked="" type="checkbox"/> <b>Non-Budgetary</b>
---	--	--

**STAFF RECOMMENDATION**

Staff recommends appointing Darlene Oostermeyer, MaxAnne Jones and Bailey Vercher to Places 2, 4 and 6 of the Planning and Zoning Commission respectfully.



RECEIVED

NOV 12 2025

City Secretary's Office

**CITY BOARD OR COMMISSION REAPPOINTMENT QUESTIONNAIRE**

NAME: Darlene Farmer Oostermeyer DATE: 11/6/2025

ADDRESS: 3000 Cedar Trail Rd  
Marble Falls, TX 78654 (This application will expire 2 years after this date)

HOME PHONE: ( 830 ) 693-7025 CELL PHONE: ( 512 ) 470-0813

E-MAIL ADDRESS: DDFO49@Yahoo.com

PLACE OF EMPLOYMENT: Retired  
POSITION AND TITLE: \_\_\_\_\_

CURRENT BOARD: Planning and Zoning  
YEARS OF SERVICE: 2006 to Present (19 Years)

Resident of the Marble Falls Corporate City Limits?  Yes  No If yes, how long? 22+Years

Qualified Voter?  Yes  No Voter Registration Number: 1019940847  
Voted in the last city election?  Yes  No

Are you in arrears on any City of Marble Falls taxes or other liabilities due the City of Marble Falls?  Yes  No  
(Arrears is defined to mean that payment has not been received within ninety (90) days from due date.)

- 1) Please list your accomplishments and contributions made as a board or commission member and detail your role in these accomplishments:
  - a) List of accomplishments on attached sheet
  - b) As Vice-Chairman since 2018, I have presided over almost 50% of our meetings when our Chairman is out of town. Otherwise, I am one of the 7 on the Commission whose job it is to listen to our citizens' concerns on our direction of growth so that we plan carefully and thoughtfully through the inevitable growth our town experiences.

- 2) What are your goals and objectives for the board or commission in the coming year?

My objective on this Commission remains unchanged:

- Remember where we came from - historical perspective is a must; otherwise one might repeat the same mistakes.
- Know what we have - operate within our constraints without creating more problems.
- Grow intelligently and responsibly within our infrastructure and budget without burdening future generations.

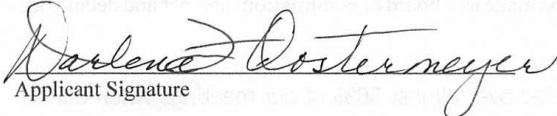
3) What improvements do you think need to be made to the board or commission on which you serve?

Hold quarterly workshops with City Council members so that both groups can discuss concerns that citizens are raising. This level of communication would lessen the disconnects between the two Commissions and provide a more unified front to our citizens.

PLEASE PROVIDE ALL INFORMATION REQUESTED. INCOMPLETE QUESTIONNAIRES WILL NOT BE CONSIDERED FOR BOARD/COMMISSION REAPPOINTMENTS.

DISCLAIMER AND SIGNATURE: I hereby request consideration for reappointment to a board or commission of the City of Marble Falls, Texas. I certify that my answers above are true and complete. I understand that the information contained in this application may be considered, among other criteria, qualifications and/or information, by the City Council in its evaluation for the position being sought. I further understand that should I be reappointed to any City of Marble Falls Board or Commission, I serve at the pleasure of the City Council and may be removed from said position at any time and for any reason or no reason at all, with or without notice. I also understand that should I be reappointed to a City of Marble Falls Board or Commission, I must be responsible for a creditable record of attendance and performance. If this questionnaire leads to my reappointment to a position on a City of Marble Falls Board or Commission, I understand that false or misleading information in my questionnaire may result in my removal from the position

I also acknowledge that this information may be made available to the public.

  
Applicant Signature

11/6/25  
Date

.....  
**CITY USE ONLY:**

Board/Commission Reappointed to: \_\_\_\_\_ Date Reappointed: \_\_\_\_\_  
Number of Terms Served: \_\_\_\_\_

RETURN COMPLETED QUESTIONNAIRE TO:  
City Secretary's Office  
City of Marble Falls  
800 Third Street, Marble Falls, Texas 78654  
Phone: (830) 693-3615 • Fax: (830) 693-6737

**2024**

Preliminary and Final Plat approval of Thunder Rock Phase 2A-1

Preliminary and Final Plat approval of Thunder Rock Phase 2B

Final Plat approval of Thunder Rock Phase 2A

Final Plat approval of Roper West 38 Marble Falls

Final Plat of Panther Creek Village

Preliminary and Final Plat approval of H & H Ranch Subdivision

H & H Ranch PDD approval

Preliminary Plat approval of Legacy Crossing Phase 1

Hillside PDD amendment approval

2024 Comprehensive Plan Approval

Preliminary Plat approval of Lydia Parke

Conditional Use Permit denial for a Convenience Store with fueling station within the Gregg Ranch PDD

Rezoning approval from ENZ.2 to NC for 411 12<sup>th</sup> Street

Zone Text Amendment approval

Conditional Use Permit approval for Quadplex on the Southeast corner of 7<sup>th</sup> Street and Avenue T

Final Plat approval of Legacy Crossing Phase 1A

Roper Ranch PDD amendment approval

**2025**

Baylor Scott & White Healthcare Replat approval

Heritage Oaks Minor Plat approval

Preliminary and Final Plat approval of Marble Falls Retail Subdivision located in the ETJ

Final Plat approval of Lydia Parke

Black Jack PDD approval

Conditional Use Permit approval for a vehicle gas of fueling station at 301 E FM 1431

Preliminary Plat approval of Encino Estates

Zone Text Amendment Approval, including a hike and bike trail plan with a Trails Master Plan

Future Land Use Map amendment approval

Rezoning approval from ENZ.3 to NC for 400 and 404 S. Ave N

Development Plat approval for BESS development

Preliminary and Final Plat approval for Ironcrest Subdivision for the Fire Station #2

Conditional Use Permit Approval to allow loft apartments at 408 Avenue N

H & H Ranch PDD amendment approval

Roper Ranch PDD amendment approval

**2024**

Preliminary and Final Plat approval of Thunder Rock Phase 2A-1  
Preliminary and Final Plat approval of Thunder Rock Phase 2B  
Final Plat approval of Thunder Rock Phase 2A  
Final Plat approval of Roper West 38 Marble Falls  
Final Plat of Panther Creek Village  
Preliminary and Final Plat approval of H & H Ranch Subdivision  
H & H Ranch PDD approval  
Preliminary Plat approval of Legacy Crossing Phase 1  
Hillside PDD amendment approval  
2024 Comprehensive Plan Approval  
Preliminary Plat approval of Lydia Parke  
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Conditional Use Permit approval for Quadplex on the Southeast corner of 7<sup>th</sup> Street and Avenue T  
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Roper Ranch PDD amendment approval

**2025**

Baylor Scott & White Healthcare Replat approval  
Heritage Oaks Minor Plat approval  
Preliminary and Final Plat approval of Marble Falls Retail Subdivision located in the ETJ  
Final Plat approval of Lydia Parke  
Black Jack PDD approval  
Conditional Use Permit approval for a vehicle gas of fueling station at 301 E FM 1431  
Preliminary Plat approval of Encino Estates  
Zone Text Amendment Approval, including a hike and bike trail plan with a Trails Master Plan  
Future Land Use Map amendment approval  
Rezoning approval from ENZ.3 to NC for 400 and 404 S. Ave N  
Development Plat approval for BESS development

Preliminary and Final Plat approval for Ironcrest Subdivision for the Fire Station #2

Conditional Use Permit Approval to allow loft apartments at 408 Avenue N

H & H Ranch PDD amendment approval

Roper Ranch PDD amendment approval



**CITY BOARD OR COMMISSION REAPPOINTMENT QUESTIONNAIRE**

NAME: MaxAnne C. Jones DATE: 10/30/2025

ADDRESS: 802 Avenue F (This application will expire 2 years after this date)  
Marble Falls, TX 78654

HOME PHONE: ( ) n/a CELL PHONE: (979 ) 229-0616

E-MAIL ADDRESS: jonesrmmm@gmail.com

PLACE OF EMPLOYMENT: N/A - retired  
POSITION AND TITLE: \_\_\_\_\_

CURRENT BOARD: Planning and Zoning Commission  
YEARS OF SERVICE: 2 years

Resident of the Marble Falls Corporate City Limits? Yes No If yes, how long? Lifetime - 64 years

Qualified Voter? Yes No Voter Registration Number: \_\_\_\_\_  
Voted in the last city election? Yes No

Are you in arrears on any City of Marble Falls taxes or other liabilities due the City of Marble Falls? Yes No  
(Arrears is defined to mean that payment has not been received within ninety (90) days from due date.)

1) Please list your accomplishments and contributions made as a board or commission member and detail your role in these accomplishments:

- Actively participated in discussions by asking questions and stating opinion.
- Voted according to my personal opinion and not just according to status quo.
- Only missed 4 meetings.

2) What are your goals and objectives for the board or commission in the coming year?

Continue to engage in thorough review and thoughtful discussion on all matters presented to the Commission, following with actions or recommendations that serve the collective interests of all stakeholders.

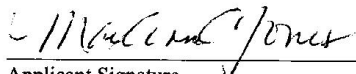
3) What improvements do you think need to be made to the board or commission on which you serve?

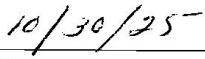
Continue to serve with dedication and intensity!

PLEASE PROVIDE ALL INFORMATION REQUESTED. INCOMPLETE QUESTIONNAIRES WILL NOT BE CONSIDERED FOR BOARD/COMMISSION REAPPOINTMENTS.

**DISCLAIMER AND SIGNATURE:** I hereby request consideration for reappointment to a board or commission of the City of Marble Falls, Texas. I certify that my answers above are true and complete. I understand that the information contained in this application may be considered, among other criteria, qualifications and/or information, by the City Council in its evaluation for the position being sought. I further understand that should I be reappointed to any City of Marble Falls Board or Commission, I serve at the pleasure of the City Council and may be removed from said position at any time and for any reason or no reason at all, with or without notice. I also understand that should I be reappointed to a City of Marble Falls Board or Commission, I must be responsible for a creditable record of attendance and performance. If this questionnaire leads to my reappointment to a position on a City of Marble Falls Board or Commission, I understand that false or misleading information in my questionnaire may result in my removal from the position

I also acknowledge that this information may be made available to the public.

  
Applicant Signature

  
Date

**CITY USE ONLY:**

Board/Commission Reappointed to: \_\_\_\_\_

Date Reappointed: \_\_\_\_\_

Number of Terms Served: \_\_\_\_\_

**RETURN COMPLETED QUESTIONNAIRE TO:**  
City Secretary's Office  
City of Marble Falls  
800 Third Street, Marble Falls, Texas 78654  
Phone: (830) 693-3615 • Fax: (830) 693-6737



**CITY BOARD OR COMMISSION REAPPOINTMENT QUESTIONNAIRE**

NAME: Bailey Vercher DATE: 11/14/2025

ADDRESS: 1008 Lakeshore Dr, MF 78654 (This application will expire 2 years after this date)

HOME PHONE: ( 830 ) 220-2601 CELL PHONE: ( ) same

E-MAIL ADDRESS: baileyvercher@gmail.com

PLACE OF EMPLOYMENT: Dale Brown Properties / Vercher Designs  
POSITION AND TITLE: Realtor / Landscape Architect

CURRENT BOARD: PNZ  
YEARS OF SERVICE: 2

Resident of the Marble Falls Corporate City Limits?  Yes  No If yes, how long? total 25

Qualified Voter?  Yes  No Voter Registration Number: 1162316714  
Voted in the last city election?  Yes  No

Are you in arrears on any City of Marble Falls taxes or other liabilities due the City of Marble Falls?  Yes  No  
(Arrears is defined to mean that payment has not been received within ninety (90) days from due date.)

1) Please list your accomplishments and contributions made as a board or commission member and detail your role in these accomplishments:

I participated in the Comprehensive Planning Committee when throughout the process of putting together the new city comprehensive plan.  
Specially able to contribute knowledge based on fields of study: landscape and planning design in residential and commercial properties plus real estate in the local market.

2) What are your goals and objectives for the board or commission in the coming year?

Goals would be to continue to help prioritize and demonstrate the value of the natural resources and landscape. How to maintain growth in a way that is healthy and brings value to the community.

3) What improvements do you think need to be made to the board or commission on which you serve?

To encourage the younger generation to get involved and represent their voice as they are hopefully going to be long-time residents raising families and working in our town.

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I also acknowledge that this information may be made available to the public.

  
\_\_\_\_\_  
Applicant Signature

11/14/2025  
\_\_\_\_\_  
Date

**CITY USE ONLY:**

Board/Commission Reappointed to: \_\_\_\_\_ Date Reappointed: \_\_\_\_\_  
Number of Terms Served: \_\_\_\_\_

**RETURN COMPLETED QUESTIONNAIRE TO:**  
City Secretary's Office  
City of Marble Falls  
800 Third Street, Marble Falls, Texas 78654  
Phone: (830) 693-3615 • Fax: (830) 693-6737

**January 6, 2026**

**6. CONSENT AGENDA**

- (f) Approval of TIRZ Board No. One appointments: Teresa Carosella, Bob Weis and Richard Westerman and the appointment of Kyle Stripling as Board Chair.  
*Christina McDonald, City Secretary*
-



**Council Agenda Item Cover Memo  
January 6, 2026**

**Agenda Item No.:** 6(f)  
**Presenter:** Christina McDonald, City Secretary  
**Department:** Administration  
**Legal Review:**  N/A

**AGENDA CAPTION**

Approval of TIRZ Board No. One appointments: Teresa Carosella, Bob Weis and Richard Westerman and the appointment of Kyle Stripling as Board Chair.

**BACKGROUND INFORMATION**

The Zone Board of Directors consists of nine (9) members who serve for terms of two (2) years each: State Senator or designee, State Representative or designee and seven (7) members who own real property in the TIRZ Number One or are an employee or an agent of a person who owns real property in the TIRZ Number One.

The terms of Teresa Carosella, Bob Weis and Richard Westerman expire January.

Reappointment questionnaires are attached.

According to the TIRZ Ordinance, the City Council appoints a member of the TIRZ Board to serve as chair for a term of one year each January. Kyle Stripling currently serves as chair and has expressed his desire to continue in that position.

**BUDGET IMPLICATIONS**

Current Budget       New Budget Request       Non-Budgetary

**STAFF RECOMMENDATION**

Staff recommends appointing Teresa Carosella, Bob Weis and Richard Westerman to the TIRZ Board No. 1 to serve a term of two years each and appoint Kyle Stripling as Board Chair to serve for a term of one year.



CITY BOARD OR COMMISSION REAPPOINTMENT QUESTIONNAIRE

NAME: Teresa Canodla DATE: 10-27-25

ADDRESS: 302 E. Granite St  
Blanco, TX (This application will expire 2 years after this date)

HOME PHONE: ( ) \_\_\_\_\_ CELL PHONE: (512) 470-2795

E-MAIL ADDRESS: Teresa.Canodla@gmail.com

PLACE OF EMPLOYMENT: Deuman - DTC Properties & Homeville Interiors Fashion's  
POSITION AND TITLE: owner

CURRENT BOARD: TIRZ

YEARS OF SERVICE: not sure  
Resident of the Marble Falls Corporate City Limits?  Yes  No If yes, how long? Property Owners  
513 Main St. MC

Qualified Voter? <sup>not sure</sup>  Yes  No Voter Registration Number: \_\_\_\_\_  
Voted in the last city election?  Yes  No

Are you in arrears on any City of Marble Falls taxes or other liabilities due the City of Marble Falls?  Yes  No  
(Arrears is defined to mean that payment has not been received within ninety (90) days from due date.)

1) Please list your accomplishments and contributions made as a board or commission member and detail your role in these accomplishments:  
I offer a small business owners viewpoint both as a  
previous Main Street business owner & Main St. property owner.  
With the new convention center, Main St and Marble  
Falls will be a different business climate, but most  
folks hope it can retain its small town charm.

2) What are your goals and objectives for the board or commission in the coming year?

see above,  
I have a lot of opportunity to "showcase" the  
beauty of Marble Falls & all the improvements  
to the streets & sidewalks makes downtown a  
better place to shop & dine. In the 20 years  
I've been here, it has become a much more  
attractive & welcoming place.

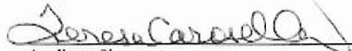
3) What improvements do you think need to be made to the board or commission on which you serve?

I believe more regular meetings would be  
beneficial.

PLEASE PROVIDE ALL INFORMATION REQUESTED. INCOMPLETE QUESTIONNAIRES WILL NOT BE  
CONSIDERED FOR BOARD/COMMISSION REAPPOINTMENTS.

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I also acknowledge that this information may be made available to the public.

  
Applicant Signature

10-27-25  
Date

**CITY USE ONLY:**

Board/Commission Reappointed to: \_\_\_\_\_ Date Reappointed: \_\_\_\_\_  
Number of Terms Served: \_\_\_\_\_

**RETURN COMPLETED QUESTIONNAIRE TO:**  
City Secretary's Office  
City of Marble Falls  
800 Third Street, Marble Falls, Texas 78654  
Phone: (830) 693-3816 • Fax: (830) 693-6737



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City Secretary's Office

CITY BOARD OR COMMISSION REAPPOINTMENT QUESTIONNAIRE

NAME: Bob Weis DATE: 11/13/25

ADDRESS: 1006 Madison Circle Marble Falls, Tx 78654 (This application will expire 2 years after this date)

HOME PHONE: (409) 682-1013 CELL PHONE: (409) 682-1013

E-MAIL ADDRESS: bob@firstmarblefalls.org

PLACE OF EMPLOYMENT: First Assembly of God POSITION AND TITLE: Lead Pastor

CURRENT BOARD: (TIRZ) Tax Increment Reinvestment Zone Number One YEARS OF SERVICE: 2 years

Resident of the Marble Falls Corporate City Limits? [X]Yes [ ]No If yes, how long? 15 years

Qualified Voter? [X]Yes [ ]No Voter Registration Number: 1173780864 Voted in the last city election? [X]Yes [ ]No

Are you in arrears on any City of Marble Falls taxes or other liabilities due the City of Marble Falls? [ ]Yes [X]No (Arrears is defined to mean that payment has not been received within ninety (90) days from due date.)

1) Please list your accomplishments and contributions made as a board or commission member and detail your role in these accomplishments:

I was part of the current TIRZ Committee that prepared and adopted a project plan for Phase I and II of the TIRZ Bond Issuance projects for the City of Marble Falls.

2) What are your goals and objectives for the board or commission in the coming year?

I am excited about the new improvements made to our city and look forward to working with the TIRZ Committee to complete the projects that were adopted. This also includes making recommendations when needed.

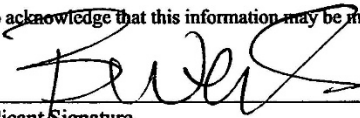
3) What improvements do you think need to be made to the board or commission on which you serve?

The present Board works very well together.

PLEASE PROVIDE ALL INFORMATION REQUESTED. INCOMPLETE QUESTIONNAIRES WILL NOT BE CONSIDERED FOR BOARD/COMMISSION REAPPOINTMENTS.

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I also acknowledge that this information may be made available to the public.

  
Applicant Signature

11/13/25  
Date

**CITY USE ONLY:**

Board/Commission Reappointed to: \_\_\_\_\_  
Number of Terms Served: \_\_\_\_\_

Date Reappointed: \_\_\_\_\_

**RETURN COMPLETED QUESTIONNAIRE TO:**  
City Secretary's Office  
City of Marble Falls  
800 Third Street, Marble Falls, Texas 78654  
Phone: (830) 693-3615 • Fax: (830) 693-6737



CITY BOARD OR COMMISSION REAPPOINTMENT QUESTIONNAIRE

NAME: Richard Westerman DATE: 11-14-25

ADDRESS: 906 Ave D Marble Falls, TX 78654 (This application will expire 2 years after this date)

HOME PHONE: ( ) CELL PHONE: (512) 844-5330

E-MAIL ADDRESS: richard@jbsales.net

PLACE OF EMPLOYMENT: JB Sales, Inc. POSITION AND TITLE: President

CURRENT BOARD: TIRZ #1 YEARS OF SERVICE: 2

Resident of the Marble Falls Corporate City Limits? [X] Yes [ ] No If yes, how long? 50 years

Qualified Voter? [X] Yes [ ] No Voted in the last city election? [X] Yes [ ] No Voter Registration Number: \_\_\_\_\_

Are you in arrears on any City of Marble Falls taxes or other liabilities due the City of Marble Falls? [ ] Yes [X] No (Arrears is defined to mean that payment has not been received within ninety (90) days from due date.)

1) Please list your accomplishments and contributions made as a board or commission member and detail your role in these accomplishments:

#1 as a board member we passed a \$2m bond for downtown pedestrian and safety improvements. #2 as a board member we ranked 6 capital projects and 5 pay-as-you-go projects which includes sidewalks, parking, drainage, ADA access and will continue, these projects

2) What are your goals and objectives for the board or commission in the coming year?

City of Marble Falls Board and Commission Reappointment Questionnaire - Page 1 of 2

#1 Need to see through the old public works yard into a parking lot with 60 new parking spaces # would very much like to see us rebuild all the sidewalk on the 300 and 400 blocks of Main St.

3) What improvements do you think need to be made to the board or commission on which you serve?

when reviewing and prioritizing downtown projects we need to implement a scoring matrix for these projects:

- #1 score based on safety
- #2 " " " economic impact
- #3 " " " ADA accessibility
- #4 " " " Tourism for downtown.

PLEASE PROVIDE ALL INFORMATION REQUESTED. INCOMPLETE QUESTIONNAIRES WILL NOT BE CONSIDERED FOR BOARD/COMMISSION REAPPOINTMENTS.

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I also acknowledge that this information may be made available to the public.

Richard Westerman  
Applicant Signature

11-14-25  
Date

**OFFICER USE ONLY**

Board/Commission Reappointed to: \_\_\_\_\_  
Number of Terms Served: \_\_\_\_\_

Date Reappointed: \_\_\_\_\_

**RETURN COMPLETED QUESTIONNAIRE TO:**  
City Secretary's Office  
City of Marble Falls  
800 Third Street, Marble Falls, Texas 78654  
Phone: (830) 693-3615 • Fax: (830) 693-6737

**January 6, 2026**

**6. CONSENT AGENDA**

(g) Approval of Zoning Board of Adjustment appointments: Thomas Oostermeyer, Michele Loper and Jim Cesdario. *Christina McDonald, City Secretary*

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**Council Agenda Item Cover Memo**  
**January 6, 2026**

**Agenda Item No.:** 6(g)  
**Presenter:** Christina McDonald, City Secretary  
**Department:** Administration  
**Legal Review:**  N/A

**AGENDA CAPTION**

Approval of Zoning Board of Adjustments appointments: Thomas Oostermeyer, Michele Loper and Jim Cездario.

**BACKGROUND INFORMATION**

The Zoning Board of Adjustment considers requests for variances.

The Zoning Board of Adjustment consists of five (5) residents of the City. In addition, City Council may appoint two (2) additional residents to serve as alternate members of the board in the event that a regular member of the board is unable to attend a meeting of the board. Alternate members shall serve whenever one or more regular members are absent or are unable to serve. Members serve a four-year term.

The current board members are Steve Hurst, Brett Carter, Thomas Oostermeyer and Michele Loper (alternate). The terms of Brett Carter, Thomas Oostermeyer and Michele Loper expire in January. Brett Carter does not wish to be considered for reappointment. In addition, staff has a new application on file from Jim Cездario.

**BUDGET IMPLICATIONS**

<input checked="" type="checkbox"/> <b>Current Budget</b>	<input type="checkbox"/> <b>New Budget Request</b>	<input checked="" type="checkbox"/> <b>Non-Budgetary</b>
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**STAFF RECOMMENDATION**

Staff recommends appointing Thomas Oostermeyer, Michele Loper and Jim Cездario to the Zoning Board of Adjustment.



RECEIVED

NOV 12 2025

City Secretary's Office

**CITY BOARD OR COMMISSION REAPPOINTMENT QUESTIONNAIRE**

NAME: Thomas P. Oostermeyer DATE: November 10, 2025

ADDRESS: 3000 Cedar Trail Rd  
Marble Falls, TX 78654 (This application will expire 2 years after this date)

HOME PHONE: ( 830 ) 693-7025 CELL PHONE: ( 512 ) 585-1229

E-MAIL ADDRESS: Oostermeyer2002@yahoo.com

PLACE OF EMPLOYMENT: Retired  
POSITION AND TITLE: \_\_\_\_\_

CURRENT BOARD: Zoning Board of Adjustment  
YEARS OF SERVICE: ±7 Yrs

Resident of the Marble Falls Corporate City Limits?  Yes  No If yes, how long? 22+ Yrs

Qualified Voter?  Yes  No Voter Registration Number: 1019940881  
Voted in the last city election?  Yes  No

Are you in arrears on any City of Marble Falls taxes or other liabilities due the City of Marble Falls?  Yes  No  
(Arrears is defined to mean that payment has not been received within ninety (90) days from due date.)

1) Please list your accomplishments and contributions made as a board or commission member and detail your role in these accomplishments:

I have been a Member of the Board since its inception and have been present at every meeting to date. In addition, I have served a Co-Chairman prior to the first meeting in 2025. The Board has met 2 times in 2025 so far on 3 different topics and have responded on all 3 variance requests to date.

2) What are your goals and objectives for the board or commission in the coming year?

My goal is to continue serving the City of Marble Falls as a Member of the Board with the objective of making sure the rules and regulations currently in place are considered when a variance is requested and ensuring there is a balance between those rules and regulations and the circumstances/conditions that form the basis of the variance request.

3) What improvements do you think need to be made to the board or commission on which you serve?

Since the variance requests are sometimes complicated, any additional time to study the circumstances/ conditions would be greatly appreciated.

PLEASE PROVIDE ALL INFORMATION REQUESTED. INCOMPLETE QUESTIONNAIRES WILL NOT BE CONSIDERED FOR BOARD/COMMISSION REAPPOINTMENTS.

**DISCLAIMER AND SIGNATURE:** I hereby request consideration for reappointment to a board or commission of the City of Marble Falls, Texas. I certify that my answers above are true and complete. I understand that the information contained in this application may be considered, among other criteria, qualifications and/or information, by the City Council in its evaluation for the position being sought. I further understand that should I be reappointed to any City of Marble Falls Board or Commission, I serve at the pleasure of the City Council and may be removed from said position at any time and for any reason or no reason at all, with or without notice. I also understand that should I be reappointed to a City of Marble Falls Board or Commission, I must be responsible for a creditable record of attendance and performance. If this questionnaire leads to my reappointment to a position on a City of Marble Falls Board or Commission, I understand that false or misleading information in my questionnaire may result in my removal from the position

I also acknowledge that this information may be made available to the public.

  
Applicant Signature

11/10/25  
Date

.....  
**CITY USE ONLY**

Board/Commission Reappointed to: \_\_\_\_\_  
Number of Terms Served: \_\_\_\_\_

Date Reappointed: \_\_\_\_\_

**RETURN COMPLETED QUESTIONNAIRE TO:**  
City Secretary's Office  
City of Marble Falls  
800 Third Street, Marble Falls, Texas 78654  
Phone: (830) 693-3615 • Fax: (830) 693-6737

3



ZBA

RECEIVED

NOV 12 2025

CITY BOARD OR COMMISSION REAPPOINTMENT QUESTIONNAIRE

City Secretary's Office

NAME: Michele Lopez DATE: 11/10/25

ADDRESS: 2400 Park View Drive (This application will expire 2 years after this date) Marble Falls Tx 78654

HOME PHONE: (817) 996-2300 CELL PHONE: (817) 996-2300

E-MAIL ADDRESS: ms1tx11@gmail.com

PLACE OF EMPLOYMENT: Retired POSITION AND TITLE:

CURRENT BOARD: Zoning Board of Adjustments. YEARS OF SERVICE: 3+

Resident of the Marble Falls Corporate City Limits? [X] Yes [ ] No If yes, how long? 5 years

Qualified Voter? [X] Yes [ ] No Voter Registration Number: 1047468495 Voted in the last city election? [X] Yes [ ] No

Are you in arrears on any City of Marble Falls taxes or other liabilities due the City of Marble Falls? [ ] Yes [X] No (Arrears is defined to mean that payment has not been received within ninety (90) days from due date.)

1) Please list your accomplishments and contributions made as a board or commission member and detail your role in these accomplishments:

- Attended all meetings.
• Visited all sites prior to meetings.
• met with Harrah to discuss possible improvements to this board.

2) What are your goals and objectives for the board or commission in the coming year?

- learn more about the planning and zoning process.
• Visit more sites under development

RECEIVED



3) What improvements do you think need to be made to the board or commission on which you serve?

- More training for board members.
- Clarify protocols.
- Discuss outcomes of prior meetings.
- Learn more about city philosophy regarding future planning for our city.

PLEASE PROVIDE ALL INFORMATION REQUESTED. INCOMPLETE QUESTIONNAIRES WILL NOT BE CONSIDERED FOR BOARD/COMMISSION REAPPOINTMENTS.

**DISCLAIMER AND SIGNATURE:** I hereby request consideration for reappointment to a board or commission of the City of Marble Falls, Texas. I certify that my answers above are true and complete. I understand that the information contained in this application may be considered, among other criteria, qualifications and/or information, by the City Council in its evaluation for the position being sought. I further understand that should I be reappointed to any City of Marble Falls Board or Commission, I serve at the pleasure of the City Council and may be removed from said position at any time and for any reason or no reason at all, with or without notice. I also understand that should I be reappointed to a City of Marble Falls Board or Commission, I must be responsible for a creditable record of attendance and performance. If this questionnaire leads to my reappointment to a position on a City of Marble Falls Board or Commission, I understand that false or misleading information in my questionnaire may result in my removal from the position

I also acknowledge that this information may be made available to the public.

*Muhle Jop*  
Applicant Signature

11/10/25  
Date

**CITY USE ONLY:**

Board/Commission Reappointed to: \_\_\_\_\_ Date Reappointed: \_\_\_\_\_  
Number of Terms Served: \_\_\_\_\_

**RETURN COMPLETED QUESTIONNAIRE TO:**  
City Secretary's Office  
City of Marble Falls  
800 Third Street, Marble Falls, Texas 78654  
Phone: (830) 693-3615 • Fax: (830) 693-6737

**Christina McDonald**

---

**From:** noreply@civicplus.com  
**Sent:** Wednesday, December 3, 2025 12:52 PM  
**To:** Christina McDonald  
**Subject:** Online Form Submission #5322 for Application for Appointment to a City Board or Commission

**Application for Appointment to a City Board or Commission**

**Applicant Information**

Date	12/3/2025
Full Name	Jim
Address	Cesario
City	Marble Falls
State	Texas
Zip	78654
Email Address	Jimcesariojr@yahoo.com
Phone Number	7062842910
Business Address	1011 Avenue E
Business Phone Number	7062842910
Occupation	Retired
Select the Board, Commission or Committee applying for	Zoning Board of Adjustment (Meets as needed)
Do you own real property within the City Limits.	Yes
If applying for the TIRZ Board please indicate if you own real property within the TIRZ OR	Yes I own Real Property within the TIRZ

indicate if you are an employee or agent of a person who owns real property in the TIRZ.

---

Upload letter from property owner. *Field not completed.*

---

**Residency Information**

---

Length of residency in City of Marble Falls 11 years

---

Are you a registered voter? Yes

---

Voter Registration No. 1218200244 ✓

---

Did you vote in the last City Election? Yes

---

**Organization Membership Information**

---

Are you currently serving on other Boards, Commissions, or Committees? No

---

If yes, please list current service, including dates. *Field not completed.*

---

Have you served on a Board, Commission, or Committee before? No

---

If yes, please list past service, including dates of service. *Field not completed.*

---

Please state why you wish to serve. I am retired. I love our Marble Falls community and I would like to serve on a board.

---

What qualifications or talents would you bring to a City Board or Commission? I'm a good listener. I ask clarifying questions. I read carefully. I have an open mind.

---

What are your top three goals and objectives for To learn and then apply what is required to be a good board member.

---

the board or  
commission you are  
applying for?

To be present at every meeting.  
To be part of our community in a serving function.

Please list organization  
memberships and  
positions held

Cub Scout and Boy Scout and Order of the Arrow member and leader in Chicago, Illinois.  
CWA union member while employed by AT& T in Augusta, Georgia.  
Church Council member Fellowship Baptist Church, Marble Falls.  
Leadership member for Grief Share.

Please list areas of  
special interest

I'm enthusiastic about our Marble Falls Library.  
Love Reading & audio books.  
Men's Bible Study and Grief Share at my local church.

PLEASE PROVIDE ALL INFORMATION AS REQUESTED. INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED FOR BOARD OR COMMISSION APPOINTMENTS.

**Disclaimer and Signature**

I hereby request consideration for appointment to a board or commission of the City of Marble Falls, Texas. I certify that my answers above are true and complete. I understand that the information contained in this application may be considered, among other criteria, qualifications and/or information, by the City Council in its evaluation for the position being sought. I further understand that should I be appointed any City of Marble Falls Board or Commission, I serve at the pleasure of the City Council and may be removed from said position at any time and for any reason or no reason at all, with or without notice. I also understand that should I be appointed to a City of Marble Falls Board or Commission, I must be responsible for a creditable record of attendance and performance. If this application leads to my appointment to a position on a City of Marble Falls Board or Commission, I understand that false or misleading information in my application may result in my removal from the position. I also acknowledge that this information may be made available to the public and the application will be maintained in the City's active files for two years from the date of application. I understand that should I not be appointed to a City of Marble Falls Board or Commission, this application and any other records obtained, collected or otherwise prepared regarding this application shall be maintained in accordance with the Texas Public Information Act and the City of Marble Falls' document retention schedule.

Electronic Signature  
Agreement

I Agree

Electronic Signature

Jim Cesario

Reply Email

Jimcesariojr@yahoo.com

Email not displaying correctly? [View it in your browser.](#)

**January 6, 2026**

**6. CONSENT AGENDA**

- (h) Approve Resolution 2026-R-01A declaring the City's official intent to reimburse prior expenditures related to the AXS Radio Console Project from the proceeds of future debt obligations. *Russell Sander, Assistant City Manager*
-



**Council Agenda Item Cover Memo  
January 6, 2026**

**Agenda Item No.: 6(h)**  
**Presenter: Russell Sander, Assistant City Manager**  
**Department: Finance**  
**Legal Review:**

**AGENDA CAPTION**

Approve Resolution 2026-R-01A declaring the City of Marble Falls' official intent to finance expenditures to be incurred by the city related to the AXS Radio Console Project.

**BACKGROUND INFORMATION**

In connection with the City's planned issuance in Certificates of Obligation (the "Certificates") for Fiscal Year 2026-2027, the City anticipates that it will need to expend funds prior to issuing the Certificates. Both Texas and federal law permit the City to reimburse itself from the proceeds of the Certificates only if the City adopts a resolution stating its intent to reimburse such expenditures from the Certificates at a later date.

The City is proceeding with the AXS Radio Console Project to upgrade the City's radio communications infrastructure, enhance interoperability, and support reliable emergency response operations. Certain expenditures associated with the project, including procurement, installation, and supporting equipment must be incurred prior to the issuance of long-term financing.

Resolution 2026-R-01A fulfills the legal requirement for reimbursement eligibility and establishes the City's reasonable expectation to reimburse qualifying costs related to the AXS Radio Console Project. The Resolution authorizes reimbursement for expenditures incurred up to 60 days prior to adoption and identifies an estimated maximum reimbursement amount not to exceed \$550,000, as shown in Exhibit A.

Approval of this reimbursement resolution will:

- Formally document the City's intent to reimburse eligible project expenditures from future Certificate proceeds.
- Ensure compliance with federal tax regulations under 26 CFR §1.150-2 and Section 1201.042 of the Texas Government Code.
- Allow the AXS Radio Console Project to advance without delay while long-term financing is completed.

- Preserve the City's eligibility to recover upfront costs paid from the General Fund.

<b>BUDGET IMPLICATIONS</b>		
<input type="checkbox"/> <b>Current Budget</b>	<input checked="" type="checkbox"/> <b>New Budget Request</b>	<input type="checkbox"/> <b>Non-Budgetary</b>

The funding will be issued in the upcoming fiscal year CO issuance.

<b>STAFF RECOMMENDATION</b>
-----------------------------

Staff recommends approval of Resolution 2026-R-01A.

**RESOLUTION NO. 2026-R-01A**

**RESOLUTION EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED BY THE CITY OF MARBLE FALLS, TEXAS**

**WHEREAS**, the City of Marble Falls, Texas (the “Issuer” or “City”) is a home rule municipality and political subdivision of the State of Texas authorized to issue obligations to finance its activities pursuant to the Certificate of Obligation Act of 1971, TEXAS LOCAL GOVERNMENT CODE, §§ 271.041, et seq.;

**WHEREAS**, the Issuer will make, or has made not more than 60 days prior to the date hereof, payments with respect to the project listed on Exhibit “A” attached hereto;

**WHEREAS**, the Issuer desires to reimburse itself for the costs associated with the project listed on Exhibit “A” attached hereto from the proceeds of the obligations to be issued subsequent to the date hereof; and,

**WHEREAS**, the Issuer reasonably expects to issue obligations to reimburse itself for the costs associated with the project listed on Exhibit “A” attached hereto.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

**Section 1.** The Issuer reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that are 60 days prior to the date hereof and that are to be paid in connection with the project listed on Exhibit “A” (the “Project”) attached hereto from the proceeds of obligations to be issued subsequent to the date hereof.

**Section 2.** This Resolution is also made to evidence the intent of the Issuer to make such reimbursements under Section 1201.042, Texas Government Code and 26 CFR §1.150-2.

**Section 3.** The Issuer reasonably expects that the maximum principal amount of obligations issued to reimburse the Issuer for the costs associated with the projects listed on Exhibit “A” attached hereto will not exceed \$550,000.

**Section 4.** The Issuer intends to reimburse the expenditures hereunder not later than 18 months after the later of the date the original expenditure is paid or the date the projects are placed in service or abandoned, but in no event more than three years after the original expenditure is paid unless the project for which the expenditure is paid is a construction project for which the Issuer and a licensed architect or engineer have certified on Exhibit “A” that at least five years are necessary to complete the project in which event the maximum reimbursement period is five years after the date of the original expenditure.

**ADOPTED** this 6<sup>th</sup> day of January, 2026.

CITY OF MARBLE FALLS, TEXAS

By: \_\_\_\_\_  
John Packer, Mayor

ATTEST:

\_\_\_\_\_  
Christina McDonald, City Secretary

[CITY SEAL]

## **EXHIBIT "A"**

### **DESCRIPTION OF PROJECTS**

Acquisition of radio equipment.

Such financing to be in an amount not to exceed \$550,000 will be made from the General Fund.

**January 6, 2026**

**6. CONSENT AGENDA**

(i) Approval of the Investment Reports for 2025. *Caleb Krzaenzel, City Manager*

---



**Council Agenda Item Cover Memo  
January 6, 2025**

**Agenda Item No.:** 6(i)  
**Presenter:** Caleb Kraenzel, City Manager  
**Department:** Administration  
**Legal Review:**  N/A

**AGENDA CAPTION**

Approval of the 2025 Investment Reports.

**BACKGROUND INFORMATION**

The 2025 quarterly investment reports reflect quarter interest earnings of:

- Quarter 1 (October 2024 to December 2024) - \$781,587
- Quarter 2 (January 2025 to March 2025) - \$670,468
- Quarter 3 (April 2025 to June 2025) - \$593,845
- Quarter 4 (July 2025 to September 2025) - \$705,068

The City's weighted average maturity rate is approximately one day. The City is maintaining the majority of its investments in the pools, which allows the City to have quick liquidity.

**BUDGET IMPLICATIONS**

Current Budget       New Budget Request       Non-Budgetary

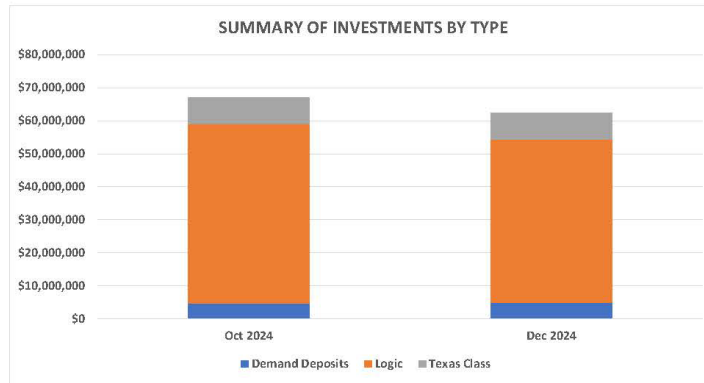
**RECOMMENDATION**

Staff recommends that Council approve the Investment Reports for the year 2025.

**City of Marble Falls  
Quarterly Investment Report  
1ST Quarter: OCT 2024 - DEC 2024**

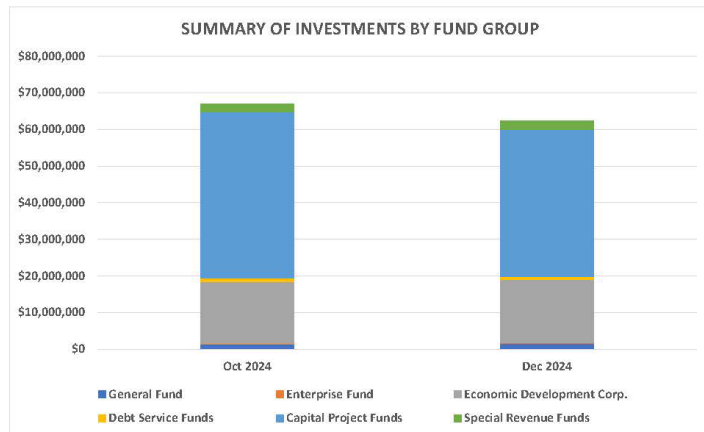
**Summary of Investments by Type**

Description	Value of all Investments at 10/01/2024		Value of all Investments at 12/31/2024	
	Book Value	Market Value	Book Value	Market Value
Demand Deposits	4,745,870	4,745,870	4,940,926	4,940,926
Logic	54,238,504	54,238,504	49,371,779	49,371,779
Texas Class	8,003,490	8,003,490	8,102,475	8,102,475
<b>Total:</b>	<b>\$66,987,862</b>	<b>\$66,987,863</b>	<b>\$62,415,179</b>	<b>\$62,415,179</b>



**Summary of Investments by Fund Group**

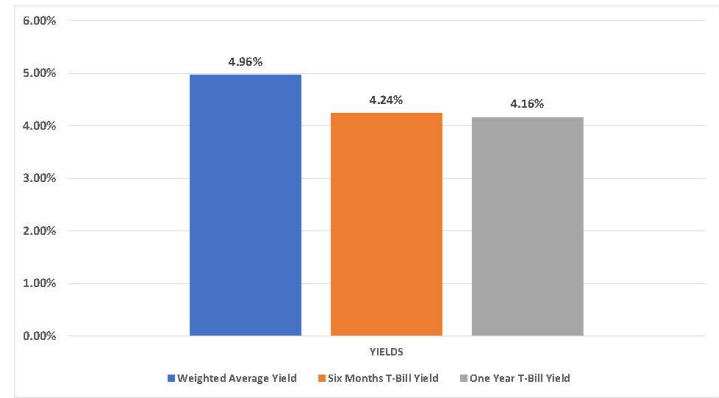
Fund Description	10/1/2024	12/31/2024	Change
General Fund	1,362,246	1,648,496	\$286,250
Enterprise Fund	76,214	79,610	\$3,396
Economic Development Corp.	16,960,557	17,328,234	\$367,676
Debt Service Funds	1,017,553	716,540	(\$301,013)
Capital Project Funds	45,248,172	40,271,467	(\$4,976,704)
Special Revenue Funds	2,323,121	2,370,842	\$47,721
<b>Total:</b>	<b>66,987,863</b>	<b>62,415,190</b>	<b>(\$4,572,673)</b>
Avg	64,701,527		



**Summary of Invested Income**

Description	This Quarter	Year-to-Date	Current Yield
	Oct 24 - Dec 24	Oct 24 - Sept 25	
Demand Deposits	49,327	49,327	5.00%
Logic	633,275	633,275	5.23%
Texas Class	98,985	98,985	5.29%
<b>Total:</b>	<b>\$781,587</b>	<b>\$781,587</b>	

WEIGHTED AVERAGE YIELD		Yields
BENCHMARK YIELD:	6 Months T-Bill Benchmark Yield	4.96%
	1 Year T-Bill Benchmark Yield	4.24%
WEIGHTED AVERAGE MATURITY		1.0 Day



The City of Marble Falls Investment Portfolio is in compliance with the investment strategy of its investment policy and the relevant provisions of Chapter 2256 of the Public Funds Investment Act.

\_\_\_\_\_  
 Caleb Kraenzel, City Manager/ Investment Officer

Date 12/12/2025

\_\_\_\_\_  
 \_\_\_\_\_

Date 12/12/2025

**CITY OF MARBLE FALLS  
DEMAND DEPOSIT ACCOUNTS  
FOR THE QUARTER ENDED 12/31/2024**

<u>Account Name</u>	<u>Beginning Balance at 10-1-2024</u>	<u>Ending Balance at 12-31-2024</u>	<u>Interest</u>
<b>General Fund</b>			
Credit Card Account - CAD	697,796.10	437,161.92	1,827.16
Operating Account - IBC	21,137.08	21,119.99	42.91
Operating Account - CAD	643,295.68	1,190,211.06	15,298.54
Insurance Trust - CAD	17.51	3.46	0.07
Total General Fund	<u>1,362,246.37</u>	<u>1,648,496.43</u>	<u>17,168.68</u>
<b>Enterprise Fund</b>			
Utility Deposit - CAD	<u>76,213.93</u>	<u>79,609.96</u>	<u>841.83</u>
Total Enterprise Fund	<u>76,213.93</u>	<u>79,609.96</u>	<u>841.83</u>
<b>Economic Development Corporation</b>			
Economic Development Corp.-IBC	3,404.66	3,471.62	6.96
Economic Development Corp -CAD	26,806.44	197,335.03	593.96
EDC Hotel Conferece Cntr.- CAD	<u>25,564.31</u>	<u>14,771.11</u>	<u>0.00</u>
Total EDC	<u>55,775.41</u>	<u>215,577.76</u>	<u>600.92</u>
<b>Debt Service</b>			
General Fund I&S - CAD	<u>1,005,986.46</u>	<u>704,832.30</u>	<u>6,100.79</u>
Total Debt Service	<u>1,005,986.46</u>	<u>704,832.30</u>	<u>6,100.79</u>
<b>Special Revenue</b>			
Police Forfeiture Fund - CAD	5,517.62	5,577.72	60.10
Police Federal Forfeiture Fund -CAD	24.54	24.81	0.27
La Ventana PID - CAD	19,449.30	27,636.48	247.89
Gregg Ranch PID - CAD	8,676.90	14,334.76	116.91
TIRZ Fund- CAD	<u>2,220,656.08</u>	<u>2,244,845.94</u>	<u>24,189.86</u>
Total Special Revenue	<u>2,254,324.44</u>	<u>2,292,419.71</u>	<u>24,615.03</u>
<b>GRAND TOTAL</b>	<u><b>4,754,546.61</b></u>	<u><b>4,940,936.16</b></u>	<u><b>49,327.25</b></u>

**CITY OF MARBLE FALLS POOL INVESTMENTS  
AS OF 12/31/24**

**LOGIC**

Acct Name	Acct Number	GL Acct #	Amount	Interest
Economic Development Corp.	#25	20-1008	9,732,081.17	117,708.14
<b>Total EDC</b>			<b>9,732,081.17</b>	<b>117,708.14</b>
General Fund Interest & Sinking	#27	04-1034	11,707.77	141.62
<b>Total Debt Service</b>			<b>11,707.77</b>	<b>141.62</b>
Gen. Improvement Series 2011	#31	68-1033	8,944,085.49	108,177.43
Utility Improvement Series 2011	#32	45-1031	5,055,154.14	61,141.35
WWW Series Improvements	#34	45-1034	3,043.90	36.83
Parks Improvements	#18	52-1030	5,978,235.91	72,305.95
Street Fund	#36	85-1036	40,774.99	493.16
MF Hot Conf Center	#37	24-1037	1,066,005.50	15,003.48
Improvements Series 2023	#38	99-1038	18,462,267.60	257,318.47
<b>Total Capital Improvement</b>			<b>39,549,567.53</b>	<b>514,476.67</b>
Tax Note Series 2019	#35	79-1035	78,422.10	948.51
<b>Total Tax Note</b>			<b>78,422.10</b>	<b>948.51</b>
<b>GRAND TOTAL LOGIC</b>			<b>49,371,778.57</b>	<b>633,274.94</b>

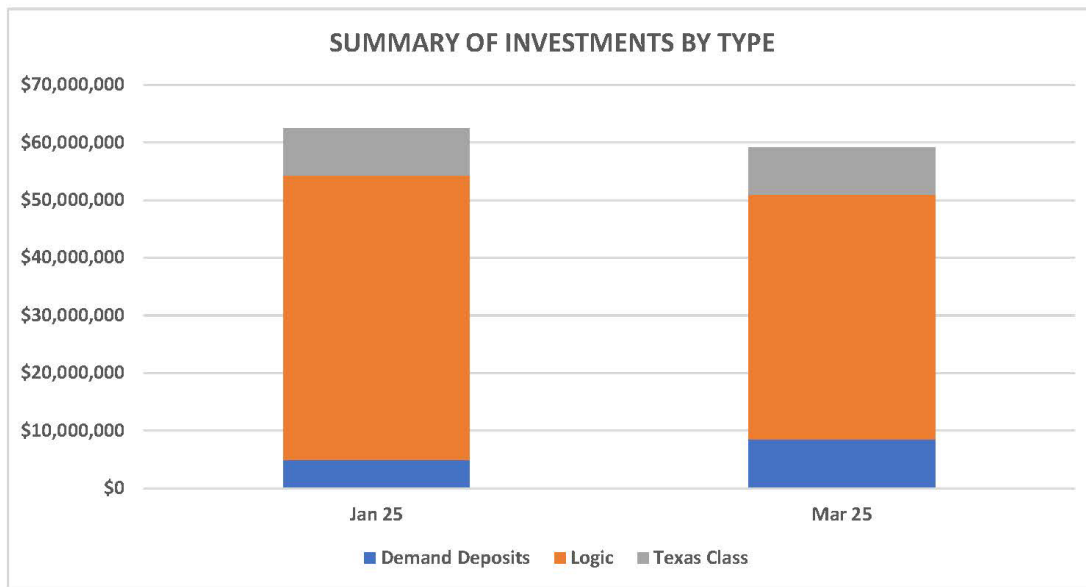
**TEXAS CLASS**

Convention Center Series 2017	#20	24-1002	7,380,574.67	90,165.93
<b>Total EDC</b>			<b>7,380,574.67</b>	<b>90,165.93</b>
Gen. Improvement Series 2017	#19-02	68-1013	180,450.72	2,204.49
Utility Improvements Series 2016	#19-01	45-1006	541,449.23	6,614.69
<b>Total Capital Improvement</b>			<b>721,899.95</b>	<b>8,819.18</b>
<b>GRAND TOTAL TEXAS CLASS</b>			<b>8,102,474.62</b>	<b>98,985.11</b>

**City of Marble Falls  
Quarterly Investment Report  
2nd Quarter: Jan - Mar 2025**

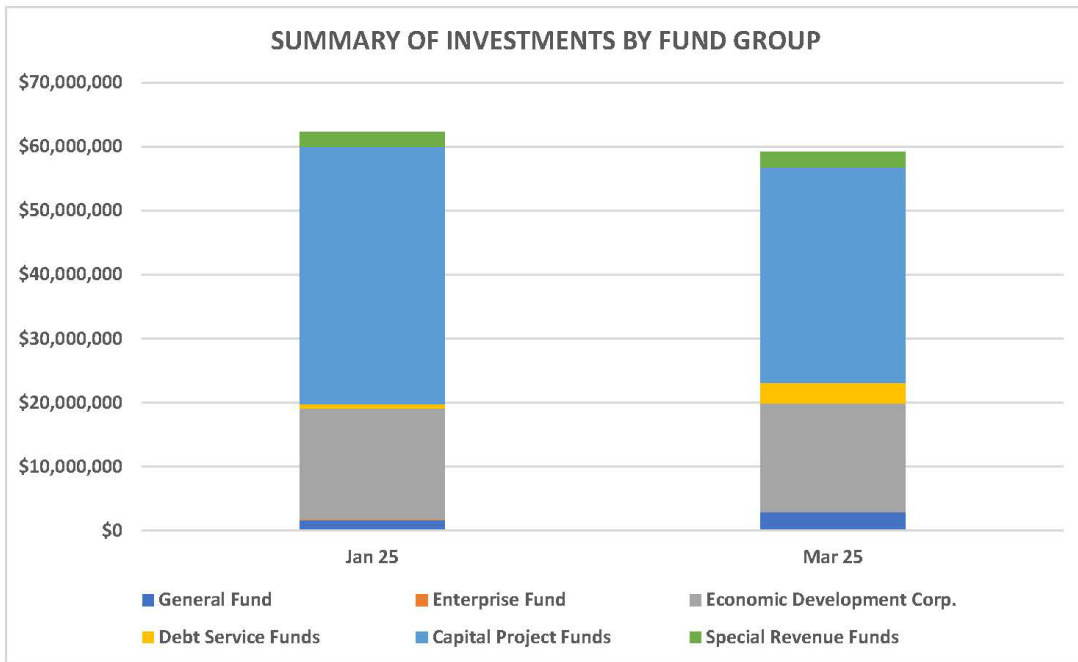
**Summary of Investments by Type**

Description	Value of all Investments at 01/01/2025		Value of all Investments at 03/31/2025	
	Book Value	Market Value	Book Value	Market Value
Demand Deposits	4,940,926	4,940,926	8,497,892	8,497,892
Logic	49,371,779	49,371,779	42,449,611	42,449,611
Texas Class	8,102,475	8,102,475	8,192,737	8,192,737
<b>Total:</b>	<b>\$62,415,179</b>	<b>\$62,415,179</b>	<b>\$59,140,239</b>	<b>\$59,140,239</b>



**Summary of Investments by Fund Group**

<b>Fund Description</b>	<b>1/1/2025</b>	<b>3/31/2025</b>	<b>Change</b>
General Fund	1,648,496	2,888,726	\$1,240,229
Enterprise Fund	79,610	53,998	(\$25,612)
Economic Development Corp.	17,331,705	17,001,260	(\$330,445)
Debt Service Funds	704,832	3,173,005	\$2,468,173
Capital Project Funds	40,271,467	33,682,121	(\$6,589,347)
Special Revenue Funds	2,292,410	2,341,128	\$48,718
<b>Total:</b>	<b>62,328,522</b>	<b>59,140,239</b>	<b>(\$3,188,282)</b>
Avg	60,734,381		



**Summary of Invested Income**

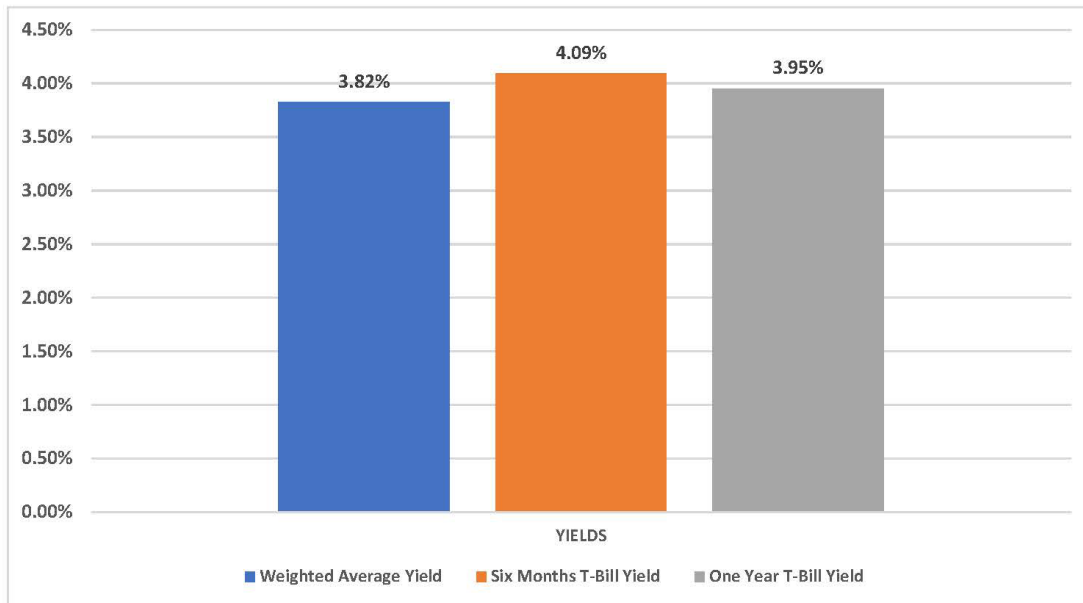
<b>Description</b>	<b>This Quarter</b>	<b>Year-to-Date</b>	<b>Current Yield</b>
	<b>Jan 25 - Mar 25</b>	<b>Oct 24 - Sept 25</b>	
Demand Deposits	71,403	120,731	3.8200%
Logic	508,832	1,142,107	4.4600%
Texas Class	90,232	189,217	4.4900%
<b>Total:</b>	<b>\$670,468</b>	<b>\$1,452,055</b>	

WEIGHTED AVERAGE YIELD

BENCHMARK YIELD:      6 Months T-Bill Benchmark Yield  
   1 Year T- Bill Benchmark Yield

WEIGHTED AVERAGE MATURITY

Yields	
	3.82%
	4.09%
	3.95%
	1.0 Day



The City of Marble Falls Investment Portfolio is in compliance with the investment strategy of its investment policy and the relevant provisions of Chapter 2256 of the Public Funds Investment Act.

\_\_\_\_\_  
Caleb Kraenzel, City Manager/ Investment Officer

12/12/2025

Date

12/12/2025

Date

**CITY OF MARBLE FALLS  
DEMAND DEPOSIT ACCOUNTS  
FOR THE QUARTER ENDED 03/31/2025**

<u>Account Name</u>	<u>Beginning Balance at 01-1-2025</u>	<u>Ending Balance at 3-31-2025</u>	<u>Interest</u>
<b>General Fund</b>			
Credit Card Account - CAD	437,161.92	114,552.60	4,498.80
Operating Account - IBC	21,119.99	21,102.05	42.06
Operating Account - CAD	1,190,211.06	2,753,069.95	19,471.81
Insurance Trust - CAD	3.46	1.21	0.02
Total General Fund	<u>1,648,496.43</u>	<u>2,888,725.81</u>	<u>24,012.69</u>
<b>Enterprise Fund</b>			
Utility Deposit - CAD	<u>79,609.96</u>	<u>53,998.27</u>	<u>637.60</u>
Total Enterprise Fund	<u>79,609.96</u>	<u>53,998.27</u>	<u>637.60</u>
<b>Economic Development Corporation</b>			
Economic Development Corp.-IBC	3,471.62	3,538.59	6.97
Economic Development Corp -CAD	197,335.03	126,326.14	772.29
EDC Hotel Conferece Cntr.- CAD	<u>14,771.11</u>	<u>2,303.31</u>	<u>0.00</u>
Total EDC	<u>215,577.76</u>	<u>132,168.04</u>	<u>779.26</u>
<b>Debt Service</b>			
General Fund I&S - CAD	<u>704,832.30</u>	<u>3,161,167.08</u>	<u>23,087.67</u>
Total Debt Service	<u>704,832.30</u>	<u>3,161,167.08</u>	<u>23,087.67</u>
<b>Special Revenue</b>			
Police Forfeiture Fund - CAD	5,577.72	5,632.91	55.19
Police Federal Forfeiture Fund -CAD	24.81	25.05	0.24
La Ventana PID - CAD	27,626.48	59,557.58	524.02
Gregg Ranch PID - CAD	14,334.76	17,526.68	668.63
TIRZ Fund- CAD	<u>2,244,845.94</u>	<u>2,179,090.31</u>	<u>21,638.12</u>
Total Special Revenue	<u>2,292,409.71</u>	<u>2,261,832.53</u>	<u>22,886.20</u>
<b>GRAND TOTAL</b>	<u><u>4,940,926.16</u></u>	<u><u>8,497,891.73</u></u>	<u><u>71,403.42</u></u>

**CITY OF MARBLE FALLS POOL INVESTMENTS  
AS OF 03/31/2025**

**LOGIC**

<b>Acct Name</b>	<b>Acct Number</b>	<b>GL Acct #</b>	<b>Amount</b>	<b>Interest</b>	
Economic Development Corp.	#25	20-1008	9,406,295.48	105,214.31	
<b>Total EDC</b>			<b>9,406,295.48</b>	<b>105,214.31</b>	1.119%
General Fund Interest & Sinking	#27	04-1034	11,838.17	130.40	
<b>Total Debt Service</b>			<b>11,838.17</b>	<b>130.40</b>	1.102%
Gen. Improvement Series 2011	#31	68-1033	4,406,362.42	65,639.17	
Utility Improvement Series 2011	#32	45-1031	5,111,458.39	56,304.25	
WWW Series Improvements	#34	45-1034	3,077.87	33.97	
Parks Improvements	#18	52-1030	5,645,255.82	63,657.67	
Street Fund	#36	85-1036	41,229.11	454.12	
MF Hot Conf Center	#37	24-1037	1,077,878.63	11,873.13	
Improvements Series 2023	#38	99-1038	16,666,919.33	204,651.73	
<b>Total Capital Improvement</b>			<b>32,952,181.57</b>	<b>402,614.04</b>	1.222%
Tax Note Series 2019	#35	79-1035	79,295.57	873.47	
<b>Total Tax Note</b>			<b>79,295.57</b>	<b>873.47</b>	1.102%
<b>GRAND TOTAL LOGIC</b>			<b>42,449,610.79</b>	<b>508,832.22</b>	1.20%

**TEXAS CLASS**

Convention Center Series 2017	#20	24-1002	7,462,797.25	82,192.58	
<b>Total EDC</b>			<b>7,462,797.25</b>	<b>82,192.58</b>	1.101%
Gen. Improvement Series 2017	#19-02	68-1013	182,460.32	2,009.60	1.101%
Utility Improvements Series 2016	#19-01	45-1006	547,478.99	6,029.76	1.101%
<b>Total Capital Improvement</b>			<b>729,939.31</b>	<b>8,039.36</b>	1.101%
<b>GRAND TOTAL TEXAS CLASS</b>			<b>8,192,736.56</b>	<b>90,231.94</b>	1.10%

Note:

Utility Improvement Series 2011 was transferred to Logic on Dec. 2, 2020.  
GF I&S Series 2011 was transferred to Logic on Dec. 2, 2020.

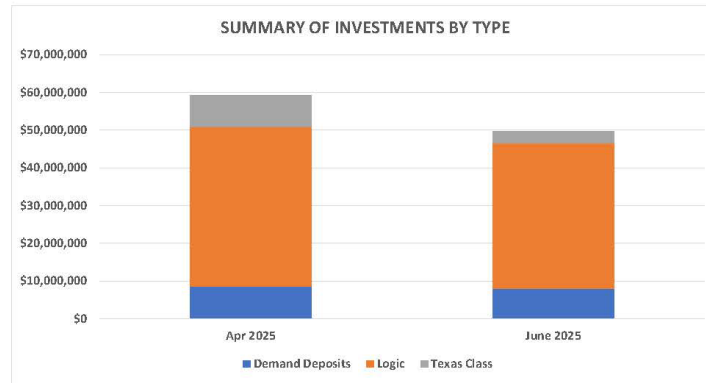
Note:

The Tax Note Series 2019 Fund is classified as a Capital Fund in the budget, and includes actual tax note proceeds. The Debt Service Fund is a separately designated fund established by statute for property tax funded debt service payments only, and includes no bond proceeds.

**City of Marble Falls  
Quarterly Investment Report  
3rd Quarter- APR - JUN 2025**

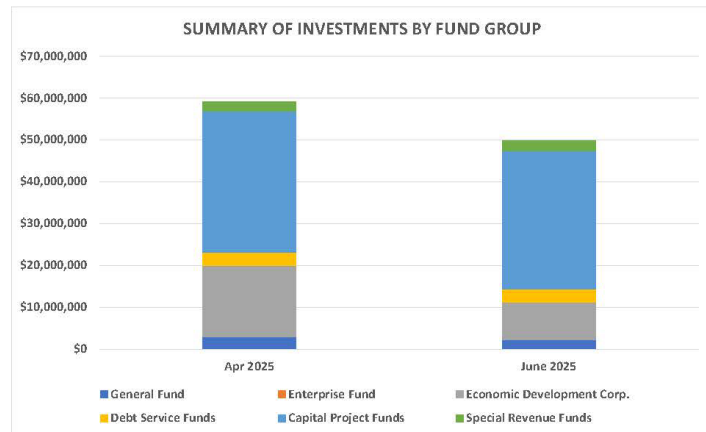
**Summary of Investments by Type**

Description	Value of all Investments at 04/01/2025		Value of all Investments at 06/30/2025	
	Book Value	Market Value	Book Value	Market Value
Demand Deposits	8,497,892	8,497,892	7,906,245	7,906,245
Logic	42,449,611	42,449,611	38,604,668	38,604,668
Texas Class	8,192,737	8,192,737	3,235,164	3,235,164
<b>Total:</b>	<b>\$59,140,241</b>	<b>\$59,140,241</b>	<b>\$49,746,078</b>	<b>\$49,746,078</b>



**Summary of Investments by Fund Group**

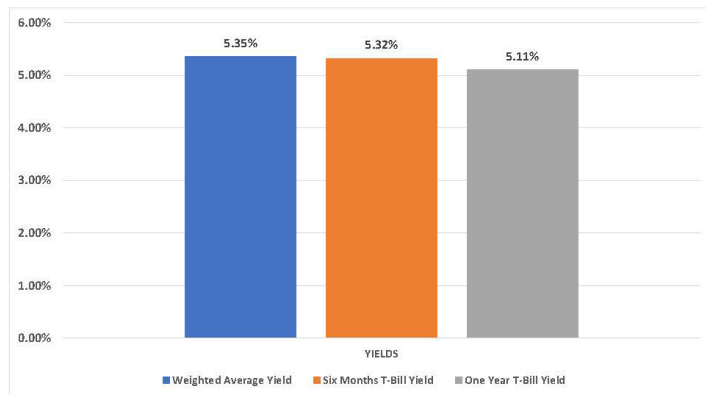
Fund Description	4/1/2025	6/30/2025	Change
General Fund	2,888,726	2,239,958	(\$648,768)
Enterprise Fund	53,998	56,012	\$2,014
Economic Development Corp.	16,998,927	8,826,439	(\$8,172,489)
Debt Service Funds	3,173,005	3,167,638	(\$5,367)
Capital Project Funds	33,763,749	33,042,405	(\$721,345)
Special Revenue Funds	2,261,833	2,413,624	\$151,792
<b>Total:</b>	<b>59,140,239</b>	<b>49,746,076</b>	<b>(\$9,394,163)</b>
Avg	54,443,158		



**Summary of Invested Income**

Description	This Quarter	Year-to-Date	Current Yield
	Apr 25 - June 25	Oct 24 - Sept 25	
Demand Deposits	82,307	\$ 203,037.29	5.05%
Logic	454,225	\$ 1,596,332.57	5.41%
Texas Class	57,313	\$ 246,529.59	5.43%
<b>Total:</b>	<b>\$593,845</b>	<b>\$ 2,045,899.45</b>	

	Yields
WEIGHTED AVERAGE YIELD	5.35%
BENCHMARK YIELD: 6 Months T-Bill Benchmark Yield	5.32%
1 Year T-Bill Benchmark Yield	5.11%
WEIGHTED AVERAGE MATURITY	1.0 Day



The City of Marble Falls Investment Portfolio is in compliance with the investment strategy of its investment policy and the relevant provisions of Chapter 2256 of the Public Funds Investment Act.

12/12/2025  
Date

Caleb Kraenzel, City Manager/ Investment Officer

12/12/2025  
Date

**CITY OF MARBLE FALLS  
DEMAND DEPOSIT ACCOUNTS  
FOR THE QUARTER ENDED 06/30/2024**

<u>Account Name</u>	<u>Beginning Balance at 04-1-2025</u>	<u>Ending Balance at 6-30-2025</u>	<u>Interest</u>
<b>General Fund</b>			
Credit Card Account - CAD	114,552.60	543,998.45	7,016.29
Operating Account - IBC	21,102.05	21,084.53	42.48
Operating Account - CAD	2,753,069.95	<b>1,674,874.90</b>	18,996.50
Insurance Trust - CAD	1.21	<b>0.27</b>	0.00
Total General Fund	<u>2,888,725.81</u>	<u>2,239,958.15</u>	<u>26,055.27</u>
<b>Enterprise Fund</b>			
Utility Deposit - CAD	<u>53,998.27</u>	<u>56,011.91</u>	<u>544.44</u>
Total Enterprise Fund	53,998.27	56,011.91	544.44
<b>Economic Development Corporation</b>			
Economic Development Corp.-IBC	3,538.59	3,605.77	7.18
Economic Development Corp.-CAD	126,326.14	116,949.93	781.06
EDC Hotel Conferece Cntr.- CAD	<u>2,303.31</u>	<u>599.19</u>	<u>0.00</u>
Total EDC	132,168.04	121,154.89	788.24
<b>Debt Service</b>			
General Fund I&S - CAD	<u>3,161,167.08</u>	<u>3,155,669.09</u>	<u>31,950.65</u>
Total Debt Service	3,161,167.08	3,155,669.09	31,950.65
<b>Special Revenue</b>			
Police Forfeiture Fund - CAD	5,632.91	42,093.46	361.81
Police Federal Forfeiture Fund -CAD	25.05	25.30	0.25
La Ventana PID - CAD	59,557.58	59,014.25	590.72
Gregg Ranch PID - CAD	17,526.68	31,423.64	211.73
TIRZ Fund- CAD	<u>2,179,090.31</u>	<u>2,200,893.82</u>	<u>21,803.51</u>
Total Special Revenue	2,261,832.53	2,333,450.47	22,968.02
<b>GRAND TOTAL</b>	<u><b>8,497,891.73</b></u>	<u><b>7,906,244.51</b></u>	<u><b>82,306.62</b></u>

**CITY OF MARBLE FALLS POOL INVESTMENTS  
AS OF 06/30/2025**

**LOGIC**

Acct Name	Acct Number	GL Acct #	Amount	Interest
Economic Development Corp.	#25	20-1008	6,208,138.56	85,544.67
<b>Total EDC</b>			<b>6,208,138.56</b>	<b>85,544.67</b>
General Fund Interest & Sinking	#27	04-1034	11,969.30	131.13
<b>Total Debt Service</b>			<b>11,969.30</b>	<b>131.13</b>
Gen. Improvement Series 2011	#31	68-1033	4,455,184.40	48,821.98
Utility Improvement Series 2011	#32	45-1031	5,168,092.74	56,634.35
WWW Series Improvements	#34	45-1034	3,111.11	6,201.06
Parks Improvements	#18	52-1030	5,707,804.60	62,548.78
Street Fund	#36	85-1036	41,685.93	456.82
MF Hot Conf Center	#37	24-1037	76,920.69	8,340.47
Improvements Series 2023	#38	99-1038	16,851,586.87	184,667.54
<b>Total Capital Improvement</b>			<b>32,304,386.34</b>	<b>367,671.00</b>
Tax Note Series 2019	#35	79-1035	80,174.18	878.61
<b>Total Tax Note</b>			<b>80,174.18</b>	<b>878.61</b>
<b>GRAND TOTAL LOGIC</b>			<b>38,604,668.38</b>	<b>454,225.41</b>

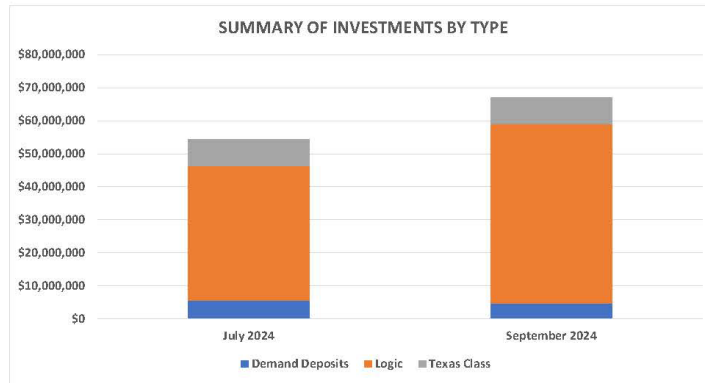
**TEXAS CLASS**

Convention Center Series 2017	#20	24-1002	2,497,145.48	49,233.63
<b>Total EDC</b>			<b>2,497,145.48</b>	<b>49,233.63</b>
Gen. Improvement Series 2017	#19-02	68-1013	553,538.42	6,059.43
Utility Improvements Series 2016	#19-01	45-1006	184,479.80	2,019.48
<b>Total Capital Improvement</b>			<b>738,018.22</b>	<b>8,078.91</b>
<b>GRAND TOTAL TEXAS CLASS</b>			<b>3,235,163.70</b>	<b>57,312.54</b>

**City of Marble Falls  
Quarterly Investment Report  
4th Quarter- JUL - SEPT 2025**

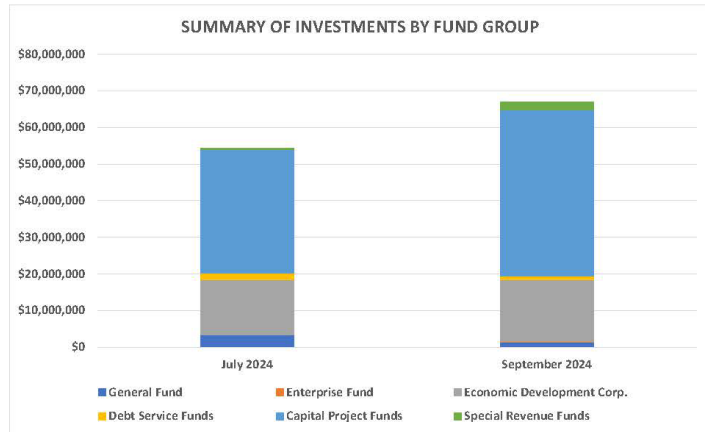
**Summary of Investments by Type**

Description	Value of all Investments at 07/01/2025		Value of all Investments at 09/30/2025	
	Book Value	Market Value	Book Value	Market Value
Demand Deposits	5,585,152	5,585,152	4,745,870	4,745,870
Logic	40,801,570	40,801,570	54,238,504	54,238,504
Texas Class	7,895,774	7,895,774	8,003,490	8,003,490
<b>Total:</b>	<b>\$54,282,497</b>	<b>\$54,282,497</b>	<b>\$66,987,863</b>	<b>\$66,987,863</b>



**Summary of Investments by Fund Group**

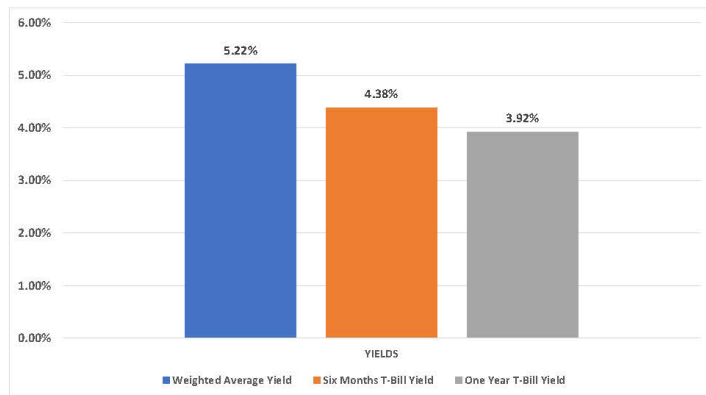
Fund Description	7/1/2025	9/30/2025	Change
General Fund	3,323,060	1,362,246	(\$1,960,814)
Enterprise Fund	77,247	76,214	(\$1,033)
Economic Development Corp.	15,013,574	16,960,557	\$1,946,983
Debt Service Funds	1,710,196	1,017,553	(\$692,643)
Capital Project Funds	33,818,376	45,248,172	\$11,429,796
Special Revenue Funds	339,683	2,323,121	\$1,983,438
<b>Total:</b>	<b>54,282,136</b>	<b>66,987,863</b>	<b>\$12,705,727</b>
Avg	60,634,999		



**Summary of Invested Income**

Description	This Quarter	Year-to-Date	Current Yield
	July 25 - Sept 25	Oct 24 - Sept 25	
Demand Deposits	56,397	259,434	5.00%
Logic	540,955	2,137,288	5.23%
Texas Class	107,716	354,246	5.29%
<b>Total:</b>	<b>\$705,068</b>	<b>\$2,750,967</b>	

WEIGHTED AVERAGE YIELD		Yields
BENCHMARK YIELD:	6 Months T-Bill Benchmark Yield	5.22%
	1 Year T-Bill Benchmark Yield	4.38%
WEIGHTED AVERAGE MATURITY		3.92%
		1.0 Day



The City of Marble Falls Investment Portfolio is in compliance with the investment strategy of its investment policy and the relevant provisions of Chapter 2256 of the Public Funds Investment Act.

\_\_\_\_\_  
 Caleb Kraenzel, City Manager / Investment Officer

12/12/2025  
 Date

\_\_\_\_\_  
 \_\_\_\_\_

12/12/2025  
 Date

**CITY OF MARBLE FALLS  
DEMAND DEPOSIT ACCOUNTS  
FOR THE QUARTER ENDED 06/30/2024**

<u>Account Name</u>	<u>Beginning Balance at 07-1-2024</u>	<u>Ending Balance at 9-30-2024</u>	<u>Interest</u>
<b>General Fund</b>			
Credit Card Account - CAD	1,897,681.47	697,796.10	13,318.48
Operating Account - IBC	21,154.14	21,137.08	42.94
Operating Account - CAD	1,404,223.10	643,295.68	22,173.46
Insurance Trust - CAD	1.37	17.51	16.98
Total General Fund	<u>3,323,060.08</u>	<u>1,362,246.37</u>	<u>35,551.86</u>
<b>Enterprise Fund</b>			
Utility Deposit - CAD	<u>77,246.60</u>	<u>76,213.93</u>	<u>954.83</u>
Total Enterprise Fund	<u>77,246.60</u>	<u>76,213.93</u>	<u>954.83</u>
<b>Economic Development Corporation</b>			
Economic Development Corp.-IBC	3,337.83	3,404.66	
Economic Development Corp -CAD	192,531.47	26,806.44	2,027.75
EDC Hotel Conferece Cntr.- CAD	<u>25,564.31</u>	<u>25,564.31</u>	<u>0.00</u>
Total EDC	<u>221,433.61</u>	<u>55,775.41</u>	<u>2,027.75</u>
<b>Debt Service</b>			
General Fund I&S - CAD	<u>1,698,783.86</u>	<u>1,005,986.46</u>	<u>13,603.45</u>
Total Debt Service	<u>1,698,783.86</u>	<u>1,005,986.46</u>	<u>13,603.45</u>
<b>Special Revenue</b>			
Police Forfeiture Fund - CAD	4,809.92	5,517.62	58.96
Police Federal Forfeiture Fund -CAD	24.15	24.54	0.29
La Ventana PID - CAD	18,043.74	19,449.30	157.93
Gregg Ranch PID - CAD	18,980.14		164.75
TIRZ Fund- CAD	<u>222,770.32</u>	<u>2,220,656.08</u>	<u>3,877.21</u>
Total Special Revenue	<u>264,628.27</u>	<u>2,245,647.54</u>	<u>4,259.14</u>
<b>GRAND TOTAL</b>	<u><u>5,585,152.42</u></u>	<u><u>4,745,869.71</u></u>	<u><u>56,397.03</u></u>

**CITY OF MARBLE FALLS POOL INVESTMENTS  
AS OF 09/30/2024**

**LOGIC**

Acct Name	Acct Number	GL Acct #	Amount	Interest
Economic Development Corp.	#25	20-1008	9,614,373.03	119,568.93
<b>Total EDC</b>			<b>9,614,373.03</b>	<b>119,568.93</b>
General Fund Interest & Sinking	#27	04-1034	11,566.15	154.30
<b>Total Debt Service</b>			<b>11,566.15</b>	<b>154.30</b>
Gen. Improvement Series 2011	#31	68-1033	8,835,908.06	30,719.03
Utility Improvement Series 2011	#32	45-1031	4,994,012.79	1,921.44
WWW Series Improvements	#34	45-1034	3,007.07	40.15
Parks Improvements	#18	52-1030	5,905,929.96	45,764.80
Street Fund	#36	85-1036	40,281.83	537.21
MF Hot Conf Center	#37	24-1037	1,551,002.02	20,685.39
Improvements Series 2023	#38	99-1038	23,204,949.13	320,530.50
<b>Total Capital Improvement</b>			<b>44,535,090.86</b>	<b>420,198.52</b>
Tax Note Series 2019	#35	79-1035	77,473.59	1,033.26
<b>Total Tax Note</b>			<b>77,473.59</b>	<b>1,033.26</b>
<b>GRAND TOTAL LOGIC</b>			<b>54,238,503.63</b>	<b>540,955.01</b>

**TEXAS CLASS**

Convention Center Series 2017	#20	24-1002	7,290,408.74	98,118.77
<b>Total EDC</b>			<b>7,290,408.74</b>	<b>98,118.77</b>
Gen. Improvement Series 2017	#19-02	68-1013	178,246.23	2,398.98
Utility Improvements Series 2016	#19-01	45-1006	534,834.54	7,198.16
<b>Total Capital Improvement</b>			<b>713,080.77</b>	<b>9,597.14</b>
<b>GRAND TOTAL TEXAS CLASS</b>			<b>8,003,489.51</b>	<b>107,715.91</b>

**January 6, 2026**

**7. REGULAR AGENDA**

- (a) Discussion and Action on Ordinance 2026-O-01A, an ordinance amending the Code of Ordinance, Chapter 15 (Parks and Recreation), Article II (Conduct in City Parks), to add a new Section 15-31 prohibiting smoking and vaping in city parks. *Lacey Dingman, Director of Parks and Recreation*
-



**Council Agenda Item Cover Memo**  
**January 6, 2026**

**Agenda Item No.:** 7(a)  
**Presenter:** Lacey Dingman, Director  
**Department:** Parks and Recreation  
**Legal Review:**

**AGENDA CAPTION**

Discussion and Action on Ordinance 2026-O-01A amending the Code of Ordinances, Chapter 15 (Parks and Recreation), Article II (Conduct in City Parks) to Add a new Section 15-31 Prohibiting Smoking and Vaping in City Parks.

**BACKGROUND INFORMATION**

The Parks and Recreation Department has received complaints over the past several years regarding smoking and vaping occurring in City parks, particularly during special events and youth athletic programs. While these issues have not been widespread, they have created challenges for staff when attempting to address concerns from park users because the City does not currently have an ordinance regulating smoking or vaping in park spaces.

Staff evaluated several potential approaches to address this issue, including limiting smoking only during special events or in proximity to specific amenities. After reviewing these options with internal stakeholders—including representatives from Parks and Recreation, Police, Fire, and Downtown—staff determined that a geographically based prohibition is the clearest and most enforceable approach. This option avoids ambiguity about when or where restrictions apply and supports consistent enforcement.

The proposed ordinance was reviewed by the Parks and Recreation Commission on November 10, 2025, where the Commission voted unanimously to recommend the language to the City Council for consideration.

Proposed ordinance would amend Chapter 15, Article II of the Code of Ordinances to add a new Section 15-31 establishing a prohibition on smoking and vaping within all City park properties. Key elements include:

- **Prohibition:** Smoking, vaping, or the use of any lighted, heated, or aerosol-producing device would be prohibited within City parks.
- **Definitions:** Provides clear definitions for “smoking,” “vaping,” and “city park.”

- **Exceptions:** Allows the Parks and Recreation Director to designate outdoor smoking areas when appropriate and clearly marked.
- **Signage:** Requires installation of “No Smoking or Vaping” signs at key locations for public awareness.
- **Enforcement:**
  - Staff may issue verbal warnings.
  - Police officers may issue citations.
  - Individuals who refuse to comply may be asked to leave the park.
- **Penalty:** A violation constitutes a Class C misdemeanor punishable by a fine not to exceed \$500.

## Policy Considerations

A city-wide prohibition in parks is intended to:

- Promote a safe and healthy environment for park users.
- Reduce litter associated with cigarette and vaping products.
- Support staff in addressing concerns consistently and effectively.
- Align with best practices used in other Texas communities.

<b>BUDGET IMPLICATIONS</b>		
<input checked="" type="checkbox"/> <b>Current Budget</b>	<input type="checkbox"/> <b>New Budget Request</b>	<input type="checkbox"/> <b>Non-Budgetary</b>

The primary cost associated with this ordinance is the fabrication and installation of “No Smoking or Vaping” signage within City parks. The Parks and Recreation Department will utilize existing operational funds for signage expenses and installation labor. No additional staffing or enforcement resources are anticipated. Ongoing costs beyond routine sign replacement are expected to be minimal and absorbed within the department’s annual maintenance budget.

<b>STAFF RECOMMENDATION</b>
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Staff recommends approval of Ordinance 2026-O-01A as presented. The Parks and Recreation Commission reviewed the proposed ordinance on November 10, 2025, and voted unanimously to recommend the language to City Council for consideration.

**ORDINANCE NO. 2026-O-01A**

**AN ORDINANCE OF THE CITY OF MARBLE FALLS, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 15 “PARKS AND RECREATION,” ARTICLE II “CONDUCT IN CITY PARKS,” TO ADD A NEW SECTION 15-31 PROHIBITING SMOKING AND VAPING IN CITY PARKS; PROVIDING FOR PURPOSE, PROVIDING DEFINITIONS, EXCEPTIONS, SIGNAGE, ENFORCEMENT, AND PENALTY NOT TO EXCEED \$500.00 PER OFFENSE; PROVIDING FOR SEVERABILITY, REPEALER, SAVINGS, CODIFICATION, OPEN MEETINGS, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Marble Falls (“City”) owns and operates public parks, playgrounds, trails, athletic fields, pavilions, trails, open spaces, and recreation facilities for the benefit of residents and visitors; and

**WHEREAS**, the City Council finds that secondhand smoke and aerosol from vaping devices pose health risks, particularly to children, older adults, and individuals with respiratory and cardiovascular conditions; and

**WHEREAS**, prohibiting smoking and vaping in parks promotes public health, reduces litter from smoking materials, mitigates fire risk, and enhances the enjoyment of City park facilities; and

**WHEREAS**, the City Council desires to amend Chapter 15, Article II, to add a new section consistent with the structure and penalties contained in Chapter 15 and other applicable provisions of the Code of Ordinances;

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

**SECTION I. PREABLE AND FINDINGS OF FACT.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council, and are hereby approved and incorporated in the body of this Ordinance as if copied in their entirety.

**SECTION II. AMENDMENT.** Chapter 15, “Parks and Recreation,” Article II, “Conduct in City Parks,” of the Code of Ordinances of the City of Marble Falls is hereby amended to add a new Section 15-31 to read as follows:

**“Sec. 15-31. – Smoking and vaping prohibited in city parks.**

(a) *Purpose.* The purpose of this section is to promote public health, reduce litter, mitigate fire risk, and enhance the enjoyment of public park spaces by prohibiting smoking and vaping within city parks and recreational areas.

(b) *Prohibition.* It shall be unlawful for any person to smoke, vape, or otherwise use any lighted or heated tobacco product, cigarette, cigar, pipe, hookah, e-cigarette, or other device designed to deliver smoke, vapor, or aerosol for inhalation, within any city park.

(c) *Definitions.*

(1) Smoking means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, hookah, or other lighted tobacco or plant product intended for inhalation.

(2) Vaping means the use of an electronic cigarette or any other device that creates an aerosol or vapor for inhalation, whether or not it contains nicotine.

(3) City park means any publicly owned park, playground, athletic field, trail, pavilion, open space, or recreation area under the jurisdiction of the City of Marble Falls Parks and Recreation Department, including buildings, restrooms, concessions, parking areas, and appurtenant facilities.

(d) *Exceptions.*

(1) The prohibition in subsection (b) does not apply in a designated outdoor smoking area approved in writing by the Director of Parks and Recreation, clearly marked by signage, and located so as not to interfere with typical park usage areas, including but not limited to playgrounds, athletic fields, bleachers, picnic shelters, and trail corridors. The Director may revoke such designation at any time if inconsistent with the intent of this section.

(2) This section does not apply to private property or leased areas within a park pursuant to a written agreement with the City that expressly authorizes smoking and complies with applicable law; provided, however, that this subsection shall not be construed to permit smoking contrary to state law or other provisions of this Code.

(e) *Signage.* The Parks and Recreation Department shall post “No Smoking or Vaping” signs at appropriate park entrances and high-traffic areas to inform the public of this restriction.

(f) *Enforcement.* City employees, park staff, and police officers may issue verbal warnings for violations of this section. Only authorized code-enforcement officers and police officers may issue citations. Any person who refuses to comply with this section after a warning may be ordered to leave the park by authorized City employees, park staff, or police officers. Failure to leave upon lawful order constitutes a separate offense.

(g) *Penalty.* A person violating any provision of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed five hundred dollars (\$500.00) or the maximum amount authorized by law consistent with the general penalty provisions of Section 1-9 of this Code.”

**SECTION III. DIRECTION TO STAFF; SIGNAGE AND EDUCATION.** City staff is authorized and directed to fabricate and install appropriate signage and to undertake reasonable public education regarding the requirements of this ordinance.

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

**SECTION V. REPEALER CLAUSE.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of conflict only.

**SECTION VI. SAVINGS CLAUSE.** The repeal of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions of any ordinances at the time of passage of this ordinance.

**SECTION VII. PENALTY CLAUSE.** Any person violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and, upon conviction, shall be fined a sum not to exceed \$500.00 for each offense, and each and every violation shall be a separate offence.

**SECTION VIII. 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 by law, and that public notice of the time, place, and subject matter of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code.

**SECTION IX. EFFECTIVE DATE.** This ordinance shall be and become effective immediately upon and after its passage and publication as may be required by law.

PASSED AND APPROVED on the \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF MARBLE FALLS, TEXAS

By: \_\_\_\_\_  
John Packer, Mayor

ATTEST:

\_\_\_\_\_  
Christina McDonald, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Josh Brockman-Weber, City Attorney

**January 6, 2026**

**7. REGULAR AGENDA**

- (b) Discussion and Action on an Interlocal Agreement between the City of Marble Falls and the City of Bee Cave for dispatch services. *Stacy Marberry, Director HLRECC*
-



**Council Agenda Item Cover Memo  
January 6, 2026**

**Agenda Item No.: 7(b)**  
**Presenter: Stacy Marberry, Director**  
**Department: Communications/HLRECC**  
**Legal Review:**

**AGENDA CAPTION**

Discussion and Action on an Interlocal Agreement between the City of Marble Falls and the City of Bee Cave for dispatch services.

**BACKGROUND INFORMATION**

The Highland Lakes Regional Emergency Communications Center (HLRECC) continues to be recognized regionally as an elite public safety communications center. HLRECC currently provides emergency communications services for 16 public safety agencies.

In August, the City of Bee Cave contacted HLRECC to discuss the potential provision of dispatch services for the Bee Cave Police Department. Preliminary fee information and Motorola equipment quotes were provided, and site visits to the Communications Center were conducted by Bee Cave Police Department staff and City leadership to observe HLRECC operations and system functionality.

A Council subcommittee subsequently met to discuss the addition of agencies located outside the Western Region counties. Following discussion, the subcommittee recommended continuing negotiations with the City of Bee Cave to become an agency dispatched by HLRECC.

The proposed agreement is structured so that the City of Bee Cave will fund all equipment and personnel necessary to support the additional dispatching services. This includes funding for two dispatchers, console furniture, radios, and computer equipment. These funds are due within 30 days of execution of the agreement.

The setup and implementation of dispatching services is estimated to take six to eight months and is dependent upon contractor scheduling. Dispatching services are anticipated to commence on or before October 1, 2026.

Attached is the proposed Agreement.

**BUDGET IMPLICATIONS**

**Current Budget**

**New Budget Request**

**Non-Budgetary**

Dispatch Service Fees are assessed as follows;

FY 25-26 \$397,544, prorated based on commencement of services.

Current Year Budget Impact Fee - \$295,000 plus the cost of AXS Radio, paid within 30 days of the execution of the Agreement

**STAFF RECOMMENDATION**

Staff recommends approval of the Interlocal Agreement with the City of Bee Cave for dispatch services, contingent upon final review and approval by the City Attorney.

**CITY OF BEE CAVE AND CITY OF MARBLE FALLS INTERLOCAL  
AGREEMENT  
FOR THE PROVISION OF CERTAIN DISPATCH SERVICES**

This Agreement is made under the authority of the Interlocal Cooperation Act, Texas Government Code chapter 791 (the "Act"), by and between the City of Marble Falls, Texas ("City") and the City of Bee Cave Texas ("Contracting Entity"), to be effective as of \_\_\_\_\_ . The City and the Contracting Entity shall herein be referred to individually as "Party" or collectively as "Parties".

**WHEREAS**, the Contracting Entity would like to contract with another local governmental entity to provide certain emergency dispatch services ("Dispatch Services") that would be beneficial to the health, safety and welfare of the residents of the Contracting Entity; and

**WHEREAS**, the City has facilities and personnel appropriate and sufficient to provide such Dispatch Services to other local governmental entities in need of such services to promote and protect the health, safety and welfare of their residents, and is willing to provide such Dispatch Services for other local governments or local government departments in the geographical area under the terms and conditions of this Agreement; and

**WHEREAS**, the Contracting Entity desires to contract with the City to provide Dispatch Services under the terms and conditions of this Agreement; and

**WHEREAS**, Section 791.011 (c) of the Act, provides that governmental entities may contract with each other for the provision of governmental functions or services which each Party to the contract has the authority to perform individually; and

**WHEREAS**, the Dispatch Services are governmental functions within the meaning of Section 791.003(3) of the Act; and

**WHEREAS**, the City and the Contracting Entity are "local governments" within the meaning of Section 791.003(4) of the Act; and

**WHEREAS**, the City and the Contracting Entity each itself has the authority under Texas law to perform such Dispatch Services, as required by Section 791.011 (c)(2) of the Act.

**NOW THEREFORE** the City and the Contracting Entity agree as follows:

**ARTICLE I.  
EXECUTION OF AGREEMENT; FINDINGS BY PARTIES**

1. By execution of this Agreement, the Parties hereby make the findings as recited above.

2. By approving and executing this Agreement, each Party represents that it is a "local government" within the meaning of Section 791.003(4) of the Act, and that it has the authority under Texas law to perform the Dispatch Services individually, as required by Section 791.011 of the Act.

## **ARTICLE II. PURPOSE OF AGREEMENT**

1. The purpose of this Agreement is to provide a lawful means by which a contracting entity that does not currently have the resources, capability, or capacity to provide certain governmental services for itself, or which otherwise finds it convenient, efficient or otherwise appropriate to do so, may obtain such services from the City.
2. The Dispatch Services to be provided by the City to the Contracting Entity hereunder are police, fire, and EMS emergency dispatch services, including, as appropriate to the particular Contracting Entity and as specifically agreed by and between the City and the Contracting Entity, namely, those services specified in Attachment "A" hereto.

## **ARTICLE III. OBLIGATIONS OF THE CITY**

1. The City shall provide the Dispatch Services specified in Attachment "A" for the Contracting Entity, subject to the City's existing dispatch capability and manpower from time to time. The City is not required to increase its capacity or ability to provide Dispatch Services beyond that in place as of the time of execution of this Agreement by the Contracting Entity, except as expressly agreed by the City in Attachment "A". The Contracting Entity understands and agrees that the City's dispatch employees are not dedicated specifically to the providing of Dispatch Services. The City may from time to time utilize increased dispatch staff, at its sole discretion and election, but has no obligation hereunder to do so, nor should it do so at any time or from time to time, to continue to do so, except as expressly agreed by the City in Attachment "A".
2. The City shall establish and communicate to the Contracting Entity any requirements for equipment and staffing necessary or appropriate for the Contracting Entities to receive the Dispatch Services. The City has no obligation to provide equipment or technical assistance to the Contracting Entity, or to train any personnel of the Contracting Entity, or to provide any other assistance, but may provide such assistance as it may elect from time to time, in its sole discretion. The provision of any such elective assistance does not establish a contractual obligation to provide, or to continue to provide, such assistance.
3. The City will ensure that all City personnel who provide Dispatch Services will be trained by the City in dispatching operations and services, record keeping and in procedures appropriate for Dispatching Services.

4. The City will be responsible for scheduling and assigning personnel who will provide Dispatch Services, which schedules and assignments shall be made at the City's sole discretion.

**ARTICLE IV.  
OBLIGATIONS OF THE CITY AND CONTRACTING ENTITY**

1. The Contracting Entity shall comply with any requirements, obligations or duties stated in Attachment "A".
2. The Contracting Entity shall cooperate with the City in accomplishing the Dispatch Services, including, but not limited to, following all rules and practices of the City regarding the Dispatch Services, and responding promptly and fully to the City's requests regarding the Dispatch Services.
3. The Contracting Entity shall provide and maintain, at its own expense, whatever equipment is necessary or appropriate to enable it to make use of the Dispatch Services, including but not limited to equipment compatible with the City's system. Contracting Entity shall upgrade its equipment such that all user equipment shall be "P-25 Compliant," with VHF narrow-band capability, digital format, and trunking. Such equipment shall have the characteristics and capabilities as the City may reasonably deem necessary, including but not limited to characteristics and capabilities required for updates and upgrades that may be made at the City's sole discretion from time to time. The City shall have no obligations to provide Dispatch Services if Contracting Entity's equipment is not upgraded to be compatible with City's equipment. The type of equipment needed by Contracting Entity and the deadlines for acquisition of the equipment is described in Attachment "A".
4. The Contracting Entity shall designate a contact person (or position) who shall be the person with whom the City communicates regarding matters and issues related to the provision and coordination of the services.
5. The City and Contracting Entity shall comply with all applicable federal, state and local laws and regulations regarding or applicable to the Dispatch Services.
6. The City and the Contracting Entity shall promptly make such written reports as each Party may reasonably require from time to time.
7. The Contracting Entity shall promptly provide the City with all applicable mapping and routing information, and staffing and on-call rosters necessary or appropriate to perform the Dispatch Services, and shall update this information from time to time as needed or appropriate to ensure that the Dispatchers have current mapping and routing information, and staffing and on-call rosters at all times.

**ARTICLE V.  
FEES**

1. The Annual Fee for Dispatch Services for the Initial Term of this Agreement shall be \$382,540. Such fee for the Initial Term of this Agreement shall be prorated based upon the commencement date for Dispatch Services. The commencement date shall be agreed upon by the Parties, in writing, after the execution of this Agreement, but shall occur on or before October 1, 2026 (“Defined Commencement Date”).
2. The Fee for Year 2 (FY 26/27) and subsequent Renewal Terms shall be in accordance with Article V, subsection 3 of this Agreement.
3. The Annual Fee for subsequent Renewal Terms shall be allocated based on a percentage of call volume in a manner substantially similar to Attachment “C”. For the purposes of this Agreement, Contracting Entity defined codes such as close patrol (including door checks, vacation watches, park checks, etc.) shall not be included as calls for services for the purposes of calculating the Annual Fee. Additionally, public relations events and festivals shall not be included as calls for services for the purposes of calculating the Annual Fee unless a dedicated Dispatcher is required for such services.
4. Any costs, expenses or other charges identified in Attachment “A” hereto which are attributable to or assessed to the Contracting Entity are payable by the Contracting Entity in addition to the Annual Fee, within 30 days of agreement execution.
5. The Annual Fee is payable by the Contracting Entity (30) days after invoicing. Payment shall be in a manner acceptable to the Parties. As a reminder to the Contracting Entity, the City will invoice the Contracting Entity prior to the next payment due date, but it shall be the Contracting Entity's responsibility to ensure that required payments are timely made.
6. The Contracting Entity shall make payments of all Annual Fee installments promptly and timely. As required by Section 791.011 (d)(3) of the Act, payments must be made from current revenues of the Contracting Entity.
7. This Agreement contemplates the provision of Dispatch Services within the Contracting Entity's service areas(s); the boundaries of which are collectively referred to herein as (the "Service Area") as amended from time to time and as further described on Attachment “B”. The Parties acknowledge and agree that the Dispatch Services to be provided by the City under this Agreement are based solely on currently existing levels of service demands, public convenience, and existing needs and necessity of the City and the Contracting Entity, and that if such levels of demand should change in the future, amendments to this Agreement may be required. The Parties agree to work together in good faith to accommodate any such increased demands.
8. If during the Initial Term or any Renewal Term of this Agreement there is an increase in demand, the Contracting Entity may be required to cover the increased costs to the City for staffing, training, equipment, telephone or other applicable contractual services, overhead, and other costs associated with increasing the capacity of the Dispatch Center to respond to such increased demand. In such case, the Parties will mutually agree to the increased cost and shall amend this

Agreement before Contracting Entity is responsible for the increased costs. If Contracting Entity does not agree to pay the increased costs, then City may terminate this Agreement or continue to provide Dispatch Services without the increased costs at its option. If City chooses to terminate pursuant to this provision, City shall provide Contracting Entity one hundred twenty (120) days written notice and Contracting Entity shall not be responsible for payment of any unpaid Annual Fee after the date that Dispatch Services have ceased.

9. The City shall own any and all equipment and software or other materials or property acquired for and used by the City from time to time in the provision of the Dispatch Services ("Necessary Equipment"), regardless of whether the initial identified additional cost, Annual Fee or any increase in such Annual Fee is based in whole or in part, directly or indirectly, on the cost of acquiring, owning, operating, maintaining, or replacing such Necessary Equipment. No payment by the Contracting Entity under this Agreement, whether as an Annual Fee, additional cost, surcharge, reimbursement, or otherwise, shall be deemed to confer upon the Contracting Entity any right, title, interest, lien, security interest, or other ownership or equitable interest of any kind in or to the Necessary Equipment. The Contracting Entity is responsible for the acquisition, maintenance, repair and replacement, and any other associated costs for any equipment, hardware, software, materials, real property, third-party services, or personnel needed or appropriate from time to time for Contracting Entity to make use of the Dispatch Services.

## **ARTICLE VI. TERM; RENEWAL**

1. The initial term of this Agreement shall be for twelve months (one year) beginning on October 1, 2026 through September 30, 2027 ("Initial Term").
2. Thereafter, subject to annual appropriations, this Agreement shall automatically renew for successive one-year renewal terms, commencing on October 1st ("Renewal Term"), unless either Party has given the other Party at least one hundred twenty (120) days prior written notice that it does not wish to renew this Agreement; provided, however, that no later than the tenth (10th) anniversary of the commencement of the Initial Term, and at least once every ten (10) years thereafter, the governing bodies of the Parties shall review this Agreement and affirmatively reauthorize its continuation by written action. Absent such reauthorization, this Agreement shall terminate at the end of the then-current Renewal Term.
3. The City shall notify the Contracting Entity the annual cost for each Renewal Term no later than March 31<sup>st</sup> of the preceding term.

## **ARTICLE VII. TERMINATION**

1. After the Initial Term of this Agreement, either Party to this Agreement may terminate this Agreement at the end of the then current Agreement term, without penalty, with or without cause, by giving written notice to the other Party at least one hundred twenty (120) days prior to the end of the then current term. If termination occurs pursuant to this provision of the Agreement, each

Party shall be responsible to the other Party to complete all obligations of the Agreement until the end of the then current Agreement term.

2. The City or Contracting Entity may terminate this Agreement at any time for cause, by giving written notice to the other Party, together with sufficient detail to describe the breach complained of as the basis for such termination for cause, and providing the other Party ten (10) business days to cure the alleged breach, unless, in the reasonable judgment of the Parties, such breach cannot or will not be cured. Cause for such termination may be, but is not limited to, failure of the Contracting Entity to, e.g., make payments timely and in full when due; maintain appropriate equipment necessary to receive the Dispatch Services; adequately staff for responses to service calls, with appropriately trained personnel, so that the City's delivery of Dispatch Services requires excessive Dispatcher time; cooperate reasonably with the City in effecting the delivery of the Dispatch Services, or other failure to cooperate as requested that materially compromises the ability of the City to deliver the Dispatch Services timely and efficiently; or any acts or omissions of the Contracting Entity or its personnel that compromise or threaten to compromise the ability of the City to deliver Dispatch Services to other contracting entities. If termination occurs by City pursuant to this provision of the Agreement, Contracting Entity shall remain liable to City for the remaining portion of the Annual Fee until the end of the then current Agreement term. If termination occurs by Contracting Entity because of a breach by City, contracting Entity shall not be responsible for the remaining unpaid portion of the Annual Fee.

#### **ARTICLE VIII. CONSULTATION**

1. At least once per calendar quarter, beginning three months after the beginning of the Initial Term of this Agreement, the Parties designated Contact Person(s) will meet or otherwise communicate to discuss and determine whether the Dispatch Services being provided by the City are sufficient and satisfactory to the Contracting Entity.
2. If it is determined that additional City personnel are required to fulfill the needs of the Contracting Entity, the Parties will work together in good faith to determine appropriate staffing levels.
3. The Parties may consider from time to time whether any modifications to this Agreement may be appropriate and may be mutually agreed.
4. From time to time, the Contracting Entity may submit written suggestions regarding City procedures or policies related to the provision of the Dispatch Services. The City may, but shall have no obligation to, consider such suggestions. Any acceptance or implementation of a suggestion shall be at the City's sole and absolute discretion and only to the extent the City determines that such suggestion: (i) does not conflict with applicable law, City policies, or operational requirements; (ii) does not materially interfere with or require a material alteration of the City's customary provision of services to its residents; and (iii) does not increase the City's costs of providing the Dispatch Services. No suggestion shall be deemed approved unless expressly adopted by the City in writing.

**ARTICLE IX.**  
**LIMITATION OF LIABILITY; SOLE REMEDY; ASSIGNMENT OF  
RESPONSIBILITY FOR CIVIL LIABILITY; INDEMNITY**

1. The City provides the Dispatch Services "as is," that is, the services will be provided in the manner in which, and according to the practices and procedures by which, the City provides such services for itself, and the City makes no warranties or representations that such services will have any particular quality or adequacy for the needs of the Contracting Entity.
2. Each Party to this Agreement assumes full risk and responsibility for any claims, damages, costs, penalties, fines and expenses, including attorney's fees, for injury to or death of any person and for damages to or loss of property arising in whole or part, directly or indirectly, as a result of that Party's conduct pursuant to this Agreement or the provision of the Dispatch Services hereunder.
3. The City shall have no liability of any kind to the Contracting Entity for or arising from the provision of the Dispatch Services. The Contracting Entity's sole remedy under this Agreement shall be termination of this Agreement.
4. As permitted by and consistent with, Sections 791.006(a) and 791.006(b) of the Act, the Parties to this Agreement agree that any civil liability arising from or related to the services provided under this Agreement shall be solely the responsibility of, and shall lie exclusively with, the Party that actually incurred the liability.
5. Nothing in this Agreement is intended to or shall have the effect of adding to or changing the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Texas Civil Practice and Remedies Code Chapter 101, or other applicable law.
6. The indemnity provided by the Parties under this Agreement shall only be to the extent permitted by the Texas Constitution and State Law and with the mutual understanding that the Parties are home rule municipalities chartered under the Texas Constitution and political subdivisions of the State of Texas and that an indemnity obligation cannot be paid from current revenues and that no order, resolution, tax nor interest and sinking funds has been set, adopted or established for payment of this indemnity obligation, and without expanding the Parties' liability beyond the statutory limits of the Texas Tort Claims Act or under existing law, and furthermore, without waiving or diminishing Parties' immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law. As limited by the caveats expressed in the preceding sentence each Party agrees to indemnify and hold harmless the other Party, including its officers, employees, agents and representatives, from and against any and all third party claims of any kind arising from or related to each Party's own conduct performed in accordance with this Agreement, including, without limitation, costs of court, awards of damages, fines or penalties, reasonable attorney's fees and other costs of defense or of settlement, attempted settlement or alternative dispute resolution.

**ARTICLE X.**  
**MISCELLANEOUS**

1. Applicable law. As permitted by Section 791.012 of the Act, the Parties to this Agreement designate the law applicable to the City as the law applicable to this Agreement and to the provision of the Dispatch Services.
2. Governing law. This Agreement shall be governed by the laws of the State of Texas, without giving effect to its choice of laws principles.
3. Venue. Venue for any claim, action, or proceeding arising out of or related to this Agreement shall lie exclusively in the state courts of Burnet County, Texas, and not in any federal court. Each party knowingly and voluntarily waives any right to assert or seek venue in any other court or forum.
4. Force Majeure. If either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, other than an obligation to pay or provide money, then such obligations of that Party to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall mean: acts of God; acts of the public enemy, or war; orders of any kind of any governmental entity or any civil or military authority; acts, orders or delays thereof of any regulatory authorities with jurisdiction over the Parties; insurrections, riots, civil disturbances, explosions, or epidemics; arrests or restraints of government and people ; strikes, lockouts, or other industrial disturbances; landslides, lightning, earthquakes, fires, hurricanes, tsunamis, tornadoes, ice ages, floods, washouts, droughts, or other acts of Nature; breakage of, damage to, or accidents involving necessary machinery or other infrastructure; interruption or other limitation of fuel or other necessary supplies or utilities or utility services; or any other conditions that are not within the reasonable control of the Party claiming force majeure. It is understood and agreed that the settlement of strikes and lockouts affecting a Party hereto shall be entirely within the discretion of that Party, and that the above requirement that any condition of force majeure shall be remedied with all reasonable dispatch shall not, however , require the settlement of strikes, lockouts or other industrial disturbances by acceding to the demand of the opposing third party or parties when such a settlement is determined to be unfavorable or undesirable to the affected Party hereto in the sole judgment of that Party.
5. Duplicate original counterparts; other similar agreements distinct. This Agreement may be executed in duplicate original copies by the Parties. Similar agreements by and between the City and other contracting entities may be made; each such separately executed version of this Agreement is and shall constitute a separate and distinct agreement between the City and the particular other contracting entity but does not create obligations or rights as between the Parties hereto.
6. No third-party beneficiaries. This Agreement is not intended to and does not create rights or remedies in favor of any third parties.
7. Complete agreement; amendment in writing. This Agreement, including all Attachments, is the sole agreement between the Parties concerning the subject matter hereof, and supersedes any and all prior understandings, agreements, representations or undertakings between the Parties concerning that subject matter. This Agreement may be amended or modified only by a writing duly executed by both Parties. No official, employee, agent or representative of either Party has

the authority to amend or modify this Agreement without the official approval of that Party's governing body.

8. No exclusivity. This Agreement does not create any exclusive rights in the Contracting Entity regarding the City's provision of Dispatch Services; and the City may provide such services to other local government entities as may be permitted by law.
9. Alternative Dispute Resolution. It shall be a prerequisite to either Party seeking legal or equitable relief for any disputes arising under or related to this Agreement or the Dispatch Services that mediation be conducted. If they are unable to agree to a mediator and mediation process, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the Texas Civil Practice and Remedies Code, Section 154.023. Unless both Parties are satisfied with the results of any such mediation, it will not constitute a final and binding resolution of the dispute; provided, however, that any mutually agreed settlement reached in such mediation may be enforced by any court of competent jurisdiction. All communications within the scope of the mediation are and shall be confidential as provided in said Section 154.023 unless both Parties agree in writing to waive confidentiality.
10. No assignment. This Agreement is not assignable in whole or part by either Party without the express written consent of the other; provided, however, that the City may, in its discretion, contract with third parties to assist the City to provide services hereunder.
11. Non-waiver. Any act of forbearance by either Party will not constitute and will not have the effect of an amendment of this Agreement. The failure of either Party to exercise any right under this Agreement under certain circumstances does not imply a waiver of such right under like circumstances later occurring.
12. Notice. Any notice required to be given under this Agreement by one Party to the other must be in writing, and is deemed to have been given (i) immediately if delivered in person to, or (ii) within three business days after the mailing of the notice if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, and addressed to: the person named below at the address specified below (or to such person at such address as the Party being notified has from time to time designated in writing to the notifying Party).

For notice to the City:

City of Marble Falls  
Att: HLRECC Director  
606 Avenue N  
Marble Falls, Texas 78564

For notice to the Contracting Entity:

City of Bee Cave  
Att: City Manager  
4000 Galleria Parkway  
Bee Cave, Texas 78738

13. Severability. If any part of this Agreement is held unenforceable by a court of competent jurisdiction and authority, the remainder of the Agreement shall be construed as if that portion held unenforceable were not part of the Agreement, and effect shall be given to the remainder of the Agreement to the extent possible without internal contradictions created by such severance.
14. Conflict between Agreement and Attachments. In the event of a conflict between the provisions of this main body of this Agreement and the terms provided in the Attachments, the provisions of this main body of this Agreement shall control and be given predominant effect.

(Signatures on following page)

**ACCEPTED AND APPROVED:**

**CITY OF MARBLE FALLS**

By: \_\_\_\_\_  
\_\_\_\_\_  
John Packer, Mayor

Date: \_\_\_\_\_  
\_\_\_\_\_

**CITY OF BEE CAVE**

By: \_\_\_\_\_  
Kara King, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_  
Christina McDonald, City Secretary

Jo Ann Touchstone, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Josh Brockman-Weber, Marble Falls City Attorney

## **ATTACHMENT "A"**

### **To Interlocal Agreement Between the Cities of Marble Falls and Bee Cave for the Provision of Certain Dispatch Services**

The City, acting through its officers, employees, contractors, agents and representatives shall provide Dispatch Services to the Contracting Entity as provided for in the Agreement.

#### **DISPATCHING**

Two types of Dispatch Services shall be provided; 911 Dispatch Services and non-emergency Dispatch Services (collectively "Dispatch Services"). The City will provide Contracting Entity's 911 and non-emergency calls for Dispatch Services twenty-four hours per day, seven days a week ("24/7").

At all times during the Initial Term of this Agreement and any Renewal Terms, the City will maintain a radio communication dispatch center ("Dispatch Center") at which to receive requests for service and from which to dispatch Contracting Entity's personnel to respond to such service requests. The City shall be solely responsible for scheduling and staffing the Dispatch Center. The Dispatch Center shall be located at the Marble Falls Public Safety Facility, currently located at 606 Avenue N, Marble Falls, Texas, or at such other location as the City may determine in its sole discretion from time to time.

The City will provide an adequate number of persons to provide the Dispatch Services to Contracting Entity as provided herein and will ensure that the persons providing the actual radio Dispatch Services ("Dispatchers") are trained by the City in the appropriate procedures concerning dispatching requirements and record-keeping.

The Dispatcher(s) will service requests, directed to the Marble Falls Dispatch Center by residents of the Contracting Entity or other persons in the Contracting Entity's Service Areas.

The Dispatcher(s) will dispatch Contracting Entity's personnel in a manner consistent with the City's training, instruction, procedures, practices, and policies, and consistent with how the City dispatches its own services.

All calls for Contracting Entity's departments shall be dispatched by the City on the Western Regional Radio System on frequencies, City of Bee Cave talk-groups, specified by the City, unless, because of emergency circumstances, it is not possible to do so.

The Contracting Entity will provide the City with all applicable current mapping and routing information, personnel and on-call rosters, and vehicle identifier numbers that are necessary or appropriate to allow the City to perform the Dispatch Services efficiently. The Contracting Entity shall update this information from time to time as needed or appropriate to ensure that the Dispatchers have current mapping and routing information, personnel and on-call rosters, and vehicle identifier information at all times. The City will likewise provide to Contracting Entity maps and routing information, personnel and on-call rosters as requested by the Contracting Entity.

#### EQUIPMENT AND CALL VOLUME CAPACITY

The City shall provide and pay all costs associated with the purchase, installation, maintenance, repair and replacement of all radio communications and other equipment to be located at the Dispatch Center ("Equipment").

Notwithstanding that any fees payable by Contracting Entity for the Dispatch Services may be applied by the City to the costs associated with the Equipment, the Equipment shall be and shall remain the property of the City; and the Equipment may be removed from the Dispatch Center by the City, at its sole expense, in the event of the termination of this Agreement. The City may utilize the Equipment for services other than the Dispatch Services or may use the Equipment to provide Dispatch Services to other local governmental entities, in its sole discretion.

If increased service demand requires expansion of CAD, RMS, NG911, mobile data, radio console capacity, data storage, analytics, redundancy, cybersecurity, or related infrastructure, the Parties shall work collaboratively to identify required enhancements and associated costs. Costs attributable to the Contracting Entity shall be allocated proportionally and documented prior to implementation. Contracting Entity agrees to pay for any of these proportional costs as invoiced by the City. The Contracting Entity shall be fully responsible for acquiring, installing, maintaining, repairing and the use of any equipment required by the Contracting Entity to utilize the Dispatch Services, and for all staffing it may need to utilize those services, including the training of such staff.

The Parties agree that, should the Dispatch Center be relocated during the Initial Term of this Agreement or any Renewal Term, the Parties will work together in good faith to coordinate equipment relocation and the dispatching services transition in a manner designed to avoid material disruption or degradation of the Dispatch Services.

#### IDENTIFIED ADDITIONAL COSTS

In Addition to the Annual Fee set forth in Article V, the Contracting Entity acknowledges and agrees that the following costs are required to support equipment expansion, system capacity, and operational volume associated with providing Dispatch Services to the Contracting Entity. These costs are attributable solely to the Contracting Entity and are payable in accordance with Article V of this Agreement;

Administrative Fee \$10,000  
Personnel and Operations \$ 294,450  
Motorola Radio Console (AXS) \$ \_\_\_\_\_ (Amount provided by Motorola)

These identified costs are necessary to ensure adequate staffing levels, administrative support, and radio console capacity required to accommodate the Contracting Entity's dispatch volume and operational needs. Such costs shall be considered additional costs under this Agreement and are separate from, and in addition to, the Annual Fee.

#### DOCUMENTATION

The City agrees to make available and provide to the Contracting Entity and each of the Contracting Entity's departments for which Dispatch Services will be provided hereunder, at the Contracting Entity's sole cost, copies of pertinent literature and/or documentation that the City and the Contracting Entity agree will be needed by the Contracting Entity's departments in order to permit them to use the Dispatch Services.

#### CONFIDENTIALITY; NONDISCLOSURE; OPEN RECORDS

Unless otherwise required by law, no information regarding service requests dispatched by the City will be disclosed to third parties, without the written consent of the Contracting Entity and the persons involved in or served by the service call; provided, however, that the City may disclose such information if required by applicable law or regulation, or by order or other request of a court or governmental agency of competent jurisdiction.

The Contracting Entity has access to computerized call and disposition records for all service calls made within the Contracting Entity's Service Areas ("Contracting Entity Calls"). It therefore is the responsibility of the Contracting Entity to provide responses to requests made for such records under the Texas Public Information Act ("TPIA"). If the City provides assistance to the Contracting Entity on request; or if, because the City is providing Dispatch Services, the City is legally obligated under the TPIA or applicable law interpreting it to respond to such requests related to Contracting Entity Calls, the City shall have the right to bill the Contracting Entity for the costs and expenses of providing such assistance or in making such required responses, including the cost of staff or attorney time provided. The Contracting Entity agrees promptly to pay the City for such costs and expenses upon receipt of an invoice.

#### RECORD KEEPING AND REPORTING

At the Defined Commencement Date, the City shall maintain records that memorialize the services provided by the City under this Agreement, to the extent required by the City's and/or State's mandated record retention schedule. Upon reasonable request, the City shall provide to the Contracting Entity copies of such records.

The City shall maintain a Call for Service Record of dispatched calls, which will be available to the Contracting Entity each day by means of an electronic records management system. The Call for Service Record shall include the following information, as applicable to the particular service call:

- A. the call-for-service ID number;
- B. the date the call was received;
- C. the type of call received;
- D. the nature of call received;
- E. the location of the reported incident occurred;
- F. the city where the incident occurred; and
- G. the record is automatically attached to the incident record.

The City shall maintain an incident record (“Incident Report”), which will be available to the Contracting Entity each day by means of an electronic records management system. An Incident Report shall be made for each received request for assistance and for each reported agency initiated activity, and shall include the following information, as applicable:

- A. Incident Number;
- B. Nature;
- C. Address;
- D. City, State, Zip;
- E. Area;
- F. Contact;
- G. Complainant (if applicable);
- H. Offense/Statue (if applicable) Observed (if applicable);
- I. Circumstances (if applicable);
- J. Responding Officers;
- K. Responsible Officer;
- L. Agency;
- M. Received by;
- N. When reported;
- O. Radio Logged Status Changes;
- P. Clearance and disposition made by the unit(s) dispatched or responding;
- Q. Narrative.

#### CONTACT PERSONS FOR ADMINISTRATION AND NOTICE

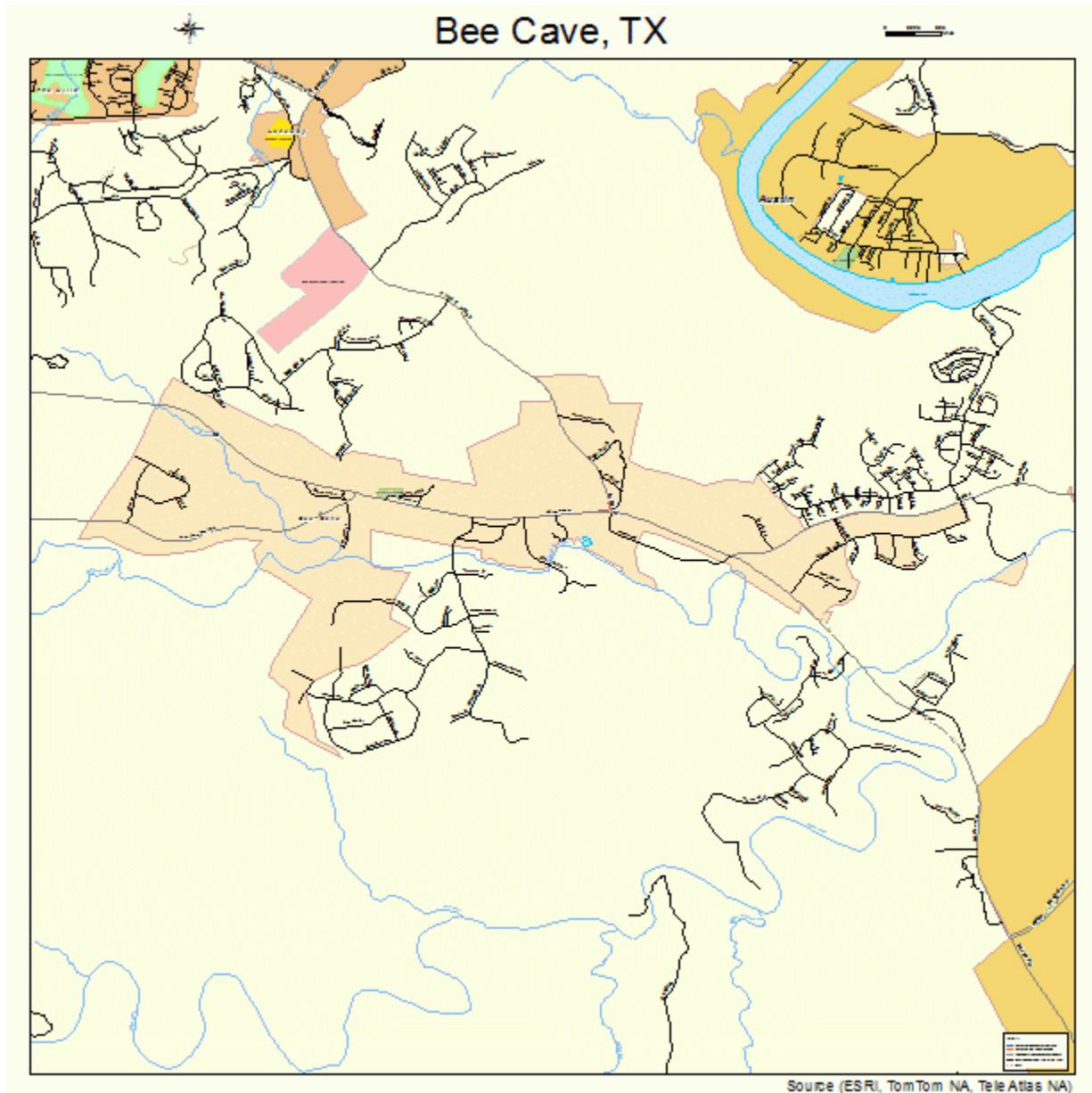
The City's Contact Person for the administration of this Agreement shall be the Director, unless the City designates in writing to the Contracting Entity another person or position to serve as such contact person.

The Contracting Entity's Contact Person for the administration of this Agreement shall be the City of Bee Cave Chief of Police, unless the Contracting Entity designates in writing to the City another person or position to serve as such contact person.

Any notices required to be provided by one Party to the other shall be addressed or delivered to the designated Contact Person.

## ATTACHMENT "B"

The City of Bee Cave's Police Department's Service Area shall be the city limits of the City of Bee Cave, as amended from time-to-time.



**ATTACHMENT “C”**

Initial Incident activity provided by Agency to establish (C) in Annual Fee for FY 25/26

<b>ACTIVITY</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	
Calls for Service	9193	10458	10736	7869	7402	
Traffic Stops	4830	6658	4623	9893	11175	
<b>TOTAL CFS</b>	<b>14023</b>	<b>17116</b>	<b>15359</b>	<b>17762</b>	<b>18577</b>	

Following years shall be calculated as follows:

(A) The Current Fiscal Year Dispatch Operating Budget \* (B) The average % of calls over the previous five calendar years = (C) Annual Fee