



**NOTICE OF MEETING
GOVERNING BODY OF MARBLE FALLS, TEXAS
January 20, 2026 – 6:00 pm**

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

Notice is hereby given that on the 20th 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**
 - Update from Pedernales Electric Cooperative. *Beth Koennecke, External Relations Representative*
 - Update from the Downtown and Marketing Manager. *Erin Burks*
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 January 6, 2026 regular meeting. *Christina McDonald, City Secretary*

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

- (a) Public Hearing, Discussion, and Action on Ordinance 2026-O-01B regarding a Conditional Use Permit to allow for Hotel Land Use in the Downtown Transition District (DT) on a 3.85 acre tract of land out of the R.D. Moore Survey No. 603, Abstract No. 614 and the W.O. Burnham Survey No. 530, Abstract No. 142, Burnet County, Texas, municipally addressed as 290 Old River Road, Marble Falls, TX. *Scarlet Moreno, Director of Development Services*
- (b) Discussion and Action on the award and execution of a construction agreement with the selected contractor, in an amount not to exceed \$429,439.50 to perform work required for the construction of the Downtown Lighting Project and authorize the City Manager to execute the agreement. *Jeff Prato, City Engineer*
- (c) Discussion and Action on the award and execution of a construction agreement with the selected contractor, in an amount not to exceed \$540,750.00 to perform work required for the construction of the TxCDBG CDV23-0304 Wastewater Improvements and authorize the City Manager to execute the agreement. *Jeff Prato, City Engineer*
- (d) Discussion and Action on a petition to release the following property from the City's extraterritorial jurisdiction: 2.45-acre tract of land located at 1720 CR 401 N, Marble Falls (Burnet County Property ID 115838). *Christina McDonald, City Secretary*
- (e) Discussion and Action on a petition to release the following property from the City's extraterritorial jurisdiction: 2.06-acre tract of land located at 1740 CR 401 N, Marble Falls (Burnet County Property ID 107398). *Christina McDonald, City Secretary*

8. CITY MANAGER'S REPORT

- Texas Parks and Wildlife Grant Award – Westside Park

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 and legal advice from City Attorney concerning petitions to release property from the City's extraterritorial jurisdiction
- 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.



Christina McDonald, TRMC
City Secretary

January 20, 2026

6. CONSENT AGENDA

- (a) Approval of the minutes of the January 6, 2026 regular meeting. *Christina McDonald, City Secretary*
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**STATE OF TEXAS
COUNTY OF BURNET
CITY OF MARBLE FALLS**

On the 6th day of January 2026, 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.

<u>PRESENT:</u>	John Packer	Mayor
	Craig Magerkurth	Mayor Pro-Tem
	Dee Haddock	Councilmember
	Lauren Haltom	Councilmember
	Griff Morris	Councilmember
	Richard Westerman	Councilmember
<u>ABSENT:</u>	Karlee Hubble	Councilmember
<u>STAFF:</u>	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
	Tommy Crane	Fire 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
	Christian Fletcher	EDC Executive Director
	Lacey Dingman	Parks and Recreation Director
	Angel Alvarado	Human Resources Director
	Melanie Boucher	Communications Supervisor
	Justin Boucher	Detective - Sergeant
	James Kennedy	Director of Public Works
	Jay Everett	Assistant Director of Public Works
	Jeremy Qualls	Building Official
	Jake Eason	Assistant Parks and Recreation Director

VISITORS: David Russell (VP External Affairs Frontier Communications), Raymond Whelan (The Highlander), Dakota Morrissey (Daily Trib), Julie Oakley (City Manager City of Bee Cave), James Oakley, Jason Coleman, Mary Magerkurth, Kim Kankel (CEO/President 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.** Councilmember Westerman led the pledges.
4. **UPDATES, PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS**
 - **Recognition of Employee of the Quarter.** Mayor John Packer recognized Linda Burks, Municipal Court Clerk as employee of the quarter.
 - **Presentation of Servant Leadership Award.** Caleb Kraenzel, City Manager presented the Servant Leadership Award to Communications Supervisor Melanie Boucher.
 - **Update from Fire Rescue.** Coy Guenter, Assistant Fire Chief/Fire Marshal gave the update.
 - **Update from Frontier Communications regarding Fiber Project.** David Russell, VP External Affairs provided an update on Frontier's fiber project.
5. **CITIZEN COMMENTS.** Jason Coleman expressed his appreciation to the Council for their service, gave a brief overview of his service on the Planning and Zoning Commission, and indicated that he would be available to serve as a real estate resource if needed.
6. **CONSENT AGENDA.**
 - (a) Approval of the minutes of the December 2, 2025 regular meeting.
 - (b) Approval of Capital Improvement Plan Committee appointment: Michele Loper.
 - (c) Approval of Hotel Motel Tax Advisory Committee appointments: Jamee Lynn Smith, and Darlene Oostermeyer.
 - (d) Approval of Parks and Recreation Commission appointment: Michele Loper (Place 2).
 - (e) Approval of Planning and Zoning Commission appointments: Darlene Oostermeyer (Place 2), MaxAnne Jones (Place 4) and Bailey Vercher (Place 6).
 - (f) Approval of TIRZ Board No. One appointments: Teresa Carosella, Bob Weis and Richard Westerman and the appointment of Kyle Stripling as Board Chair.
 - (g) Approval of Zoning Board of Adjustment appointments: Thomas Oostermeyer, Michele Loper and Jim Cesdario.

(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.**

(i) **Approval of the Investment Reports for 2025.**

Councilmember Haddock made a motion to approve the Consent Agenda. Councilmember Morris seconded the motion. The motion carried by a vote of 6-0.

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, presented the proposed ordinance. Councilmember Morris suggested establishing designated smoking areas within the parks. Mayor Packer stated that he was not in favor of a complete ban but would support prohibiting smoking during special events or events with a specified minimum number of attendees. Councilmember Westerman noted that the Parks and Recreation Commission could make a recommendation regarding the designation of smoking areas. Kim Kankel, CEO/President of the Marble Falls Highland Lakes Area Chamber of Commerce, questioned the Chamber’s responsibility for enforcing the ordinance during Chamber-sponsored events.

After extensive discussion, Mayor Pro-Tem Magerkurth moved to approve Ordinance 2026-O-01A. Councilmember Haddock seconded the motion. The motion carried by a vote of 5–1, with Mayor Packer voting in opposition.

(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, addressed the Council. City of Bee Cave City Manager Julie Oakley was present. Councilmember Haddock moved to approve the Interlocal Agreement contingent upon review and approval of the City Attorney. Councilmember Morris seconded the motion. The motion carried by a vote of 6-0.

8. CITY MANAGER’S REPORT. No report was provided.

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

7:39 p.m. Council convened to Executive Session

9:08 p.m. Council returned to Open Session

Note: Mayor Pro-Tem Magerkurth recused himself from participating in discussion on the CMAR agreement item and left the Executive Session at 8:50 p.m.

10. RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ITEMS DISCUSSED IN EXECUTIVE SESSION. Councilmember Westerman made a motion to authorize the City Manager to make a bona fide initial offer for the purchase of 704-708 Second Street and 114-120 US Hwy. 281 (Parcel 28270). Councilmember Morris seconded the motion. The motion carried by a unanimous vote (6-0).

11. ANNOUNCEMENTS AND FUTURE AGENDA ITEMS. Council reviewed the January 20 draft agenda.

12. ADJOURNMENT. There being no further business to discuss, Councilmember Westerman moved to adjourn. Mayor Pro-Tem Magerkurth seconded the motion. The motion carried by a vote of 6-0. The meeting was adjourned at 9:13 p.m.

John Packer, Mayor

ATTEST:

Christina McDonald, TRMC
City Secretary

January 20, 2026

7. REGULAR AGENDA

- (a) Public Hearing, Discussion, and Action on Ordinance 2026-O-01B regarding a Conditional Use Permit to allow for Hotel Land Use in the Downtown Transition District (DT) on a 3.85 acre tract of land out of the R.D. Moore Survey No. 603, Abstract No. 614 and the W.O. Burnham Survey No. 530, Abstract No. 142, Burnet County, Texas, municipally addressed as 290 Old River Road, Marble Falls, TX. *Scarlet Moreno, Director of Development Services*
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**Council Agenda Item Cover Memo
January 20, 2026**

Agenda Item No.: 7(a)
Presenter: Scarlet Moreno, Director of Development Services
Department: Development Services
Legal Review:

AGENDA CAPTION

Public Hearing, Discussion, and Action on Ordinance 2026-O-01B regarding a Conditional Use Permit to allow for Hotel Land Use in the Downtown Transition District (DT) on a 3.85 acre tract of land out of the R.D. Moore Survey No. 603, Abstract No. 614 and the W.O. Burnham Survey No. 530, Abstract No. 142, Burnet County, Texas, municipally addressed as 290 Old River Road, Marble Falls, TX.

BACKGROUND INFORMATION

This item is for consideration of a Conditional Use Permit to allow for Hotel land use within the Downtown Transition District (DT).

The subject area is a 3.85-acre tract of land out of the R.D. Moore Survey No. 603, Abstract No. 614, and the W.O. Burnham Survey No. 530, Abstract No. 142, Burnet County, Texas, municipally addressed as 290 Old River Road.

A Conditional Use Permit (CUP) for a hotel at this property was previously heard and recommended for approval by the Planning and Zoning Commission on June 2, 2022. City Council subsequently approved the Conditional Use Permit on June 21, 2022, by Ordinance 2022-O-06F. The approval included a condition that the Conditional Use Permit would expire if construction had not commenced within two years of the approval date. Per Appendix B – Development Code, Section 11.3.4.3.I.2 (Expiration of Conditional Use Permit – Extension), the City may extend the approval for an additional year. A one-year extension was granted on June 10, 2024. The Conditional Use Permit ultimately expired on June 21, 2025. The applicant is now requesting a new Conditional Use Permit to allow a hotel within this zoning district.

The zoning for the subject area is Downtown Transition District (DT). A Hotel land use is permitted within this district only with approval of a Conditional Use Permit and site plan. A conditional use permit is required to allow public review of uses with unique operating characteristics, ensuring adequate mitigation of potential impacts such as traffic circulation, noise, privacy, and compatibility with surrounding development. The Development Code does not identify any specific supplemental conditions or limitations for the hotel land use in the Downtown Transition District.

The Future Land Use Map identifies this property as Corridor Commercial. This classification is intended for areas that support businesses benefiting from high traffic

volumes and visibility along major transportation corridors. While automobile access is a primary focus, this designation also encourages enhanced site and building design to improve the visual quality of key corridors. Hotel land use is consistent with, and supported by, the Corridor Commercial classification.

The surrounding area includes a mix of commercial uses, vacant land, and residential properties. The proposed hotel is generally compatible with existing development patterns due to its access location, building scale relative to nearby commercial structures, and internal site design. To ensure that the development does not negatively impact surrounding properties, the City is requesting that Old River Road be improved to City standards and that a deceleration lane be constructed on FM 2147 in coordination with TxDOT. These improvements are intended to support safe and efficient traffic circulation and provide adequate infrastructure for the proposed hotel use.

It was previously discussed that Old River Road be aligned with the driveway across FM 2147 for the La Quinta Hotel. It has been found that this request was not feasible due to a number of factors, including adjacent properties not wishing to sell property necessary for the alignment, existing topography, and LCRA improvements within the anticipated alignment area.

The proposed development consists of an approximately 92,050-square-foot, four-story hotel containing 116 rooms, a swimming pool, and an outdoor gathering area. Vehicle access to the site will be provided exclusively from Old River Road; the development will not have direct access from US Highway 281 or FM 2147 West. Sidewalks will be installed along Old River Road and US 281 as part of the project improvements. The original 2022 site plan also included a retail building; the new site plan has removed this component.

The site varies in elevation, with the majority of the property lying lower than the intersection of US 281 and FM 2147. The intersection is approximately 840 feet in elevation, while the subject property ranges from approximately 790 to 820 feet. As a result, most of the development will sit below the street level of the intersection. When viewed from the intersection looking north, only the third and fourth floors of the building are anticipated to be visible, helping to preserve views and minimize visual impact.

The Development Code requires 1 parking space per guest room, resulting in a minimum parking requirement of 116 spaces. The applicant proposes 124 parking spaces, including 5 handicap spaces, which exceeds the requirement by 8 spaces.

Planning and Zoning Commission

The Planning and Zoning Commission recommended approval of the Conditional Use Permit with the following conditions:

- Old River Road must be improved to City standards, including construction of sidewalks
- A deceleration lane on FM 2147 must be constructed, in coordination with TxDOT, as part of the development improvements.
- The design of the intersection of FM 2147 and Old River Road will provide adequate site visibility in all directions.
- City must explore options for straightening Old River Road with adjacent driveways

- City staff must address drainage concerns regarding water collection and the conveyance down Fall Street

The Commission passed the motion by a 6-0 vote.

A total of 13 adjacent property owners within 200 feet of the subject area were mailed notification letters, which included the public hearing dates and a prepaid comment card for indicating support or opposition to the proposed Conditional Use Permit. At the time of packet distribution, 4 comment cards were received in favor, and 1 was received in opposition.

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

STAFF RECOMMENDATION

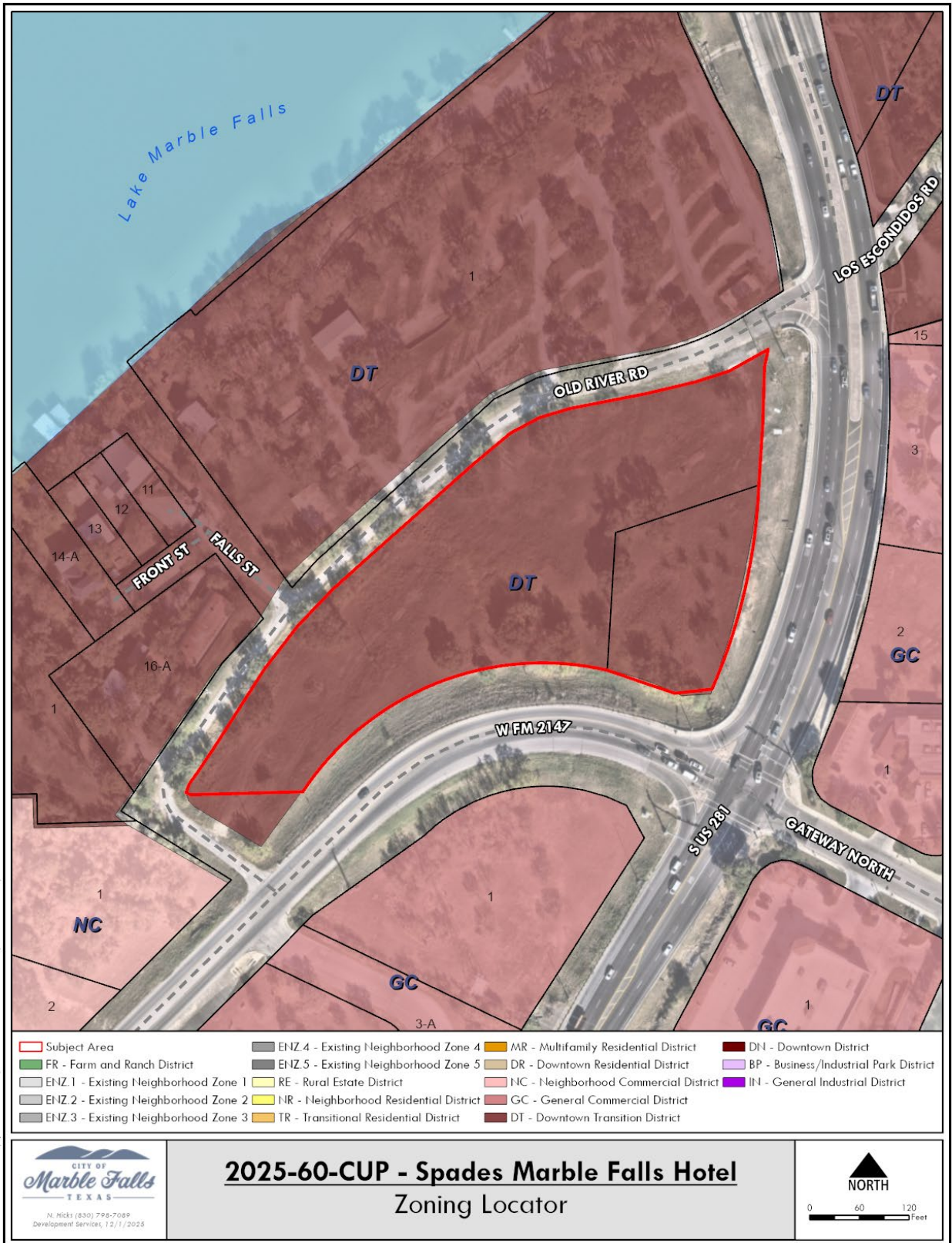
Staff recommends approval of the Conditional Use Permit with the following conditions:

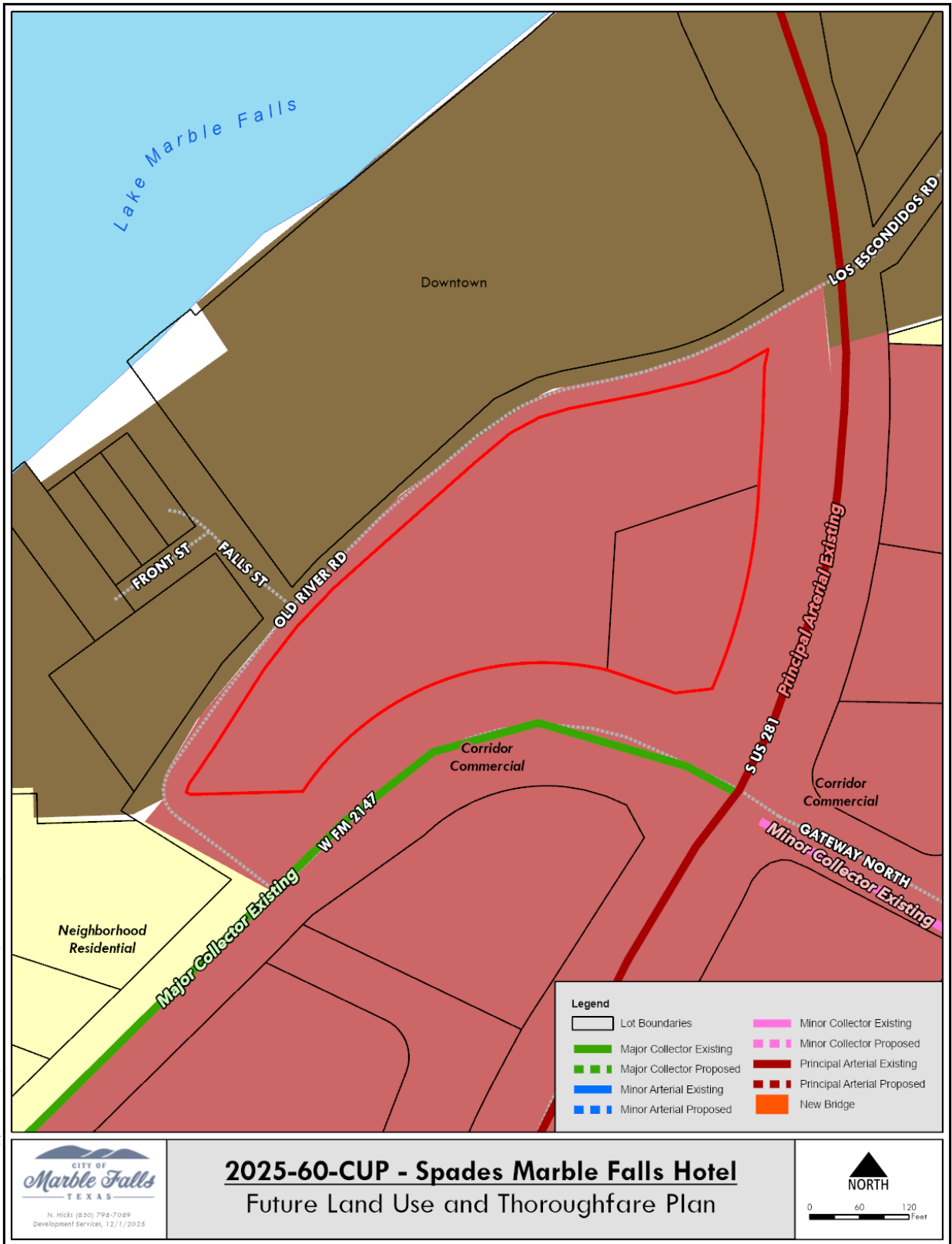
- Old River Road must be improved to City standards, including construction of sidewalks
- A deceleration lane on FM 2147 must be constructed, in coordination with TxDOT, as part of the development improvements.
- The design of the intersection of FM 2147 and Old River Road will provide adequate site visibility in all directions.
- City to explore options for straightening Old River Road with adjacent driveways
- City staff will work with the developer to address drainage concerns regarding water collection and the conveyance down Fall Street

Memo Contents:

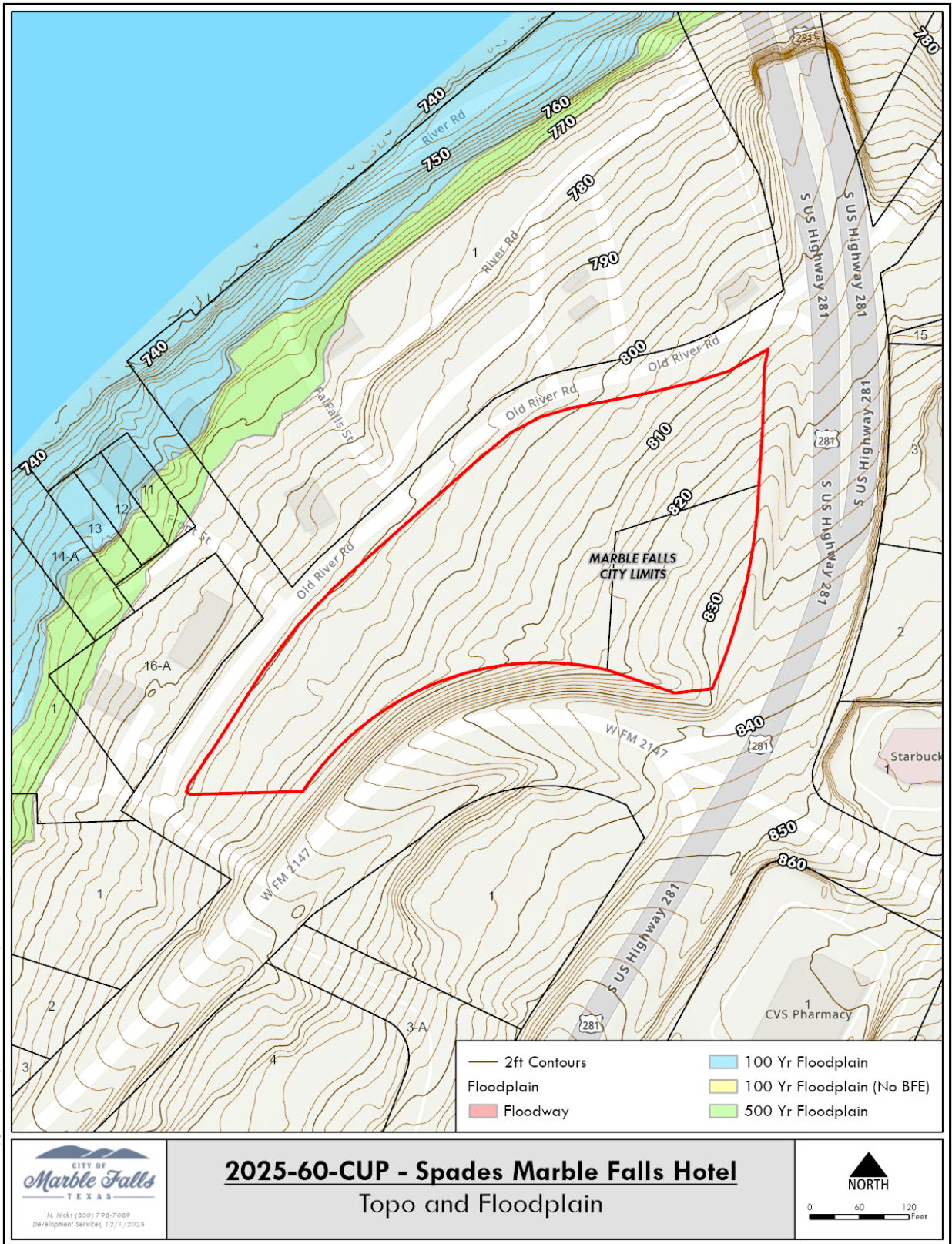
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|---|---------------|
| • Informational Maps produced by City Staff | Pages 4 – 9 |
| • Survey | Page 10 |
| • Statement from applicant | Page 11 |
| • Site Plan | Page 12 |
| • Landscape Plan | Page 13 |
| • Building Elevations | Pages 14 – 17 |
| • Topography Site Plan | Page 18 |
| • Ordinance No. 2026-O-01B | Pages 19 – 28 |

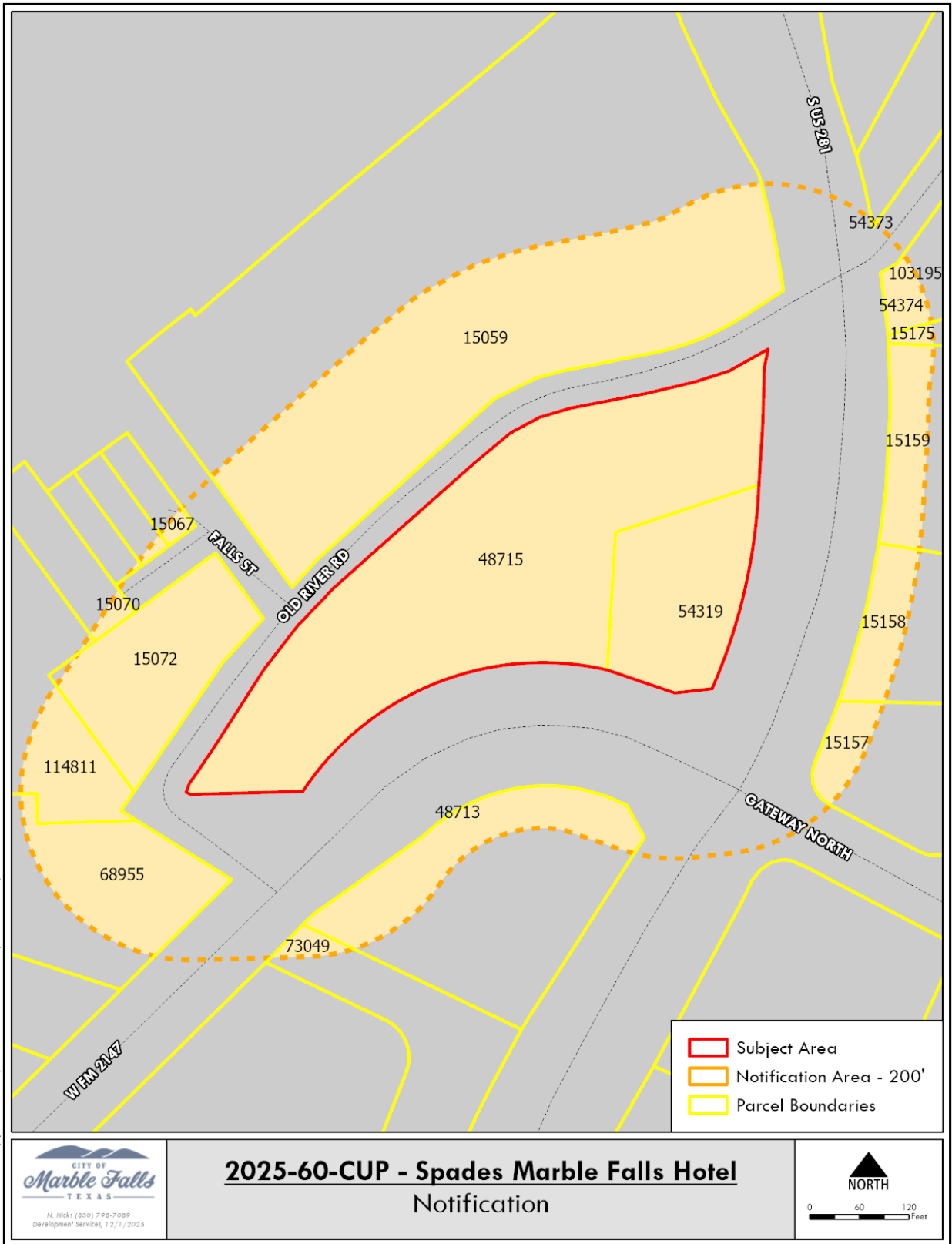












October 29th, 2025

City of Marble Falls
Development Services Department 801 Fourth Street
Marble Falls, TX 78654

Reference: Conditional Use Permit –ABS A0141 WM O. Burnham, Tract & ABST 614, 3.1 Acres, Property ID 48715 and ABS A0614 Robert D. Moore, 0.813 Acres, Property ID 54319, Letter of Intent

To Whom It May Concern:

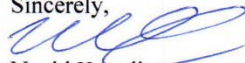
We are submitting the following request for a Conditional Use Permit for a 3.913 acre development (which currently consists of two separate tracts, parcel one, 3.10 acres, 48715 and parcel two, 0.813 acres, Property ID 54319), located at US Highway 281 & FM 2147, Marble Falls, TX 78654. The purpose of the Conditional Use Permit would be to allow the future development of a 92,050 sf hotel building (ground floor is 29,995), with four stories and 116 rooms, as well as associated parking and drive aisles.

The intent of the Conditional Use Permit is to broaden the type of construction that can occur on this site. Currently, as proposed, the property is located at the intersection of Old River Road and FM 281; one driveway access point is proposed from Old River Road.

This Letter of Intent is included with the associated Conditional Use Permit Application, Site Plan, and current deed. Spades Marble Falls LLC attended a predevelopment meeting with the City of Marble Falls on October 8th, 2025. The purpose of the meeting was to review preliminary information associated with the project and CUP Application requirements.

Thank you for taking the time to read my correspondence. Should you encounter any questions or concerns, please do not hesitate to contact our office. [Bleyl Engineering](http://BleylEngineering.com) can be reached at [512 454 2400](tel:5124542400), or by email at jroddgers@bleylengineering.com.

Sincerely,

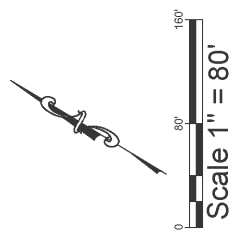
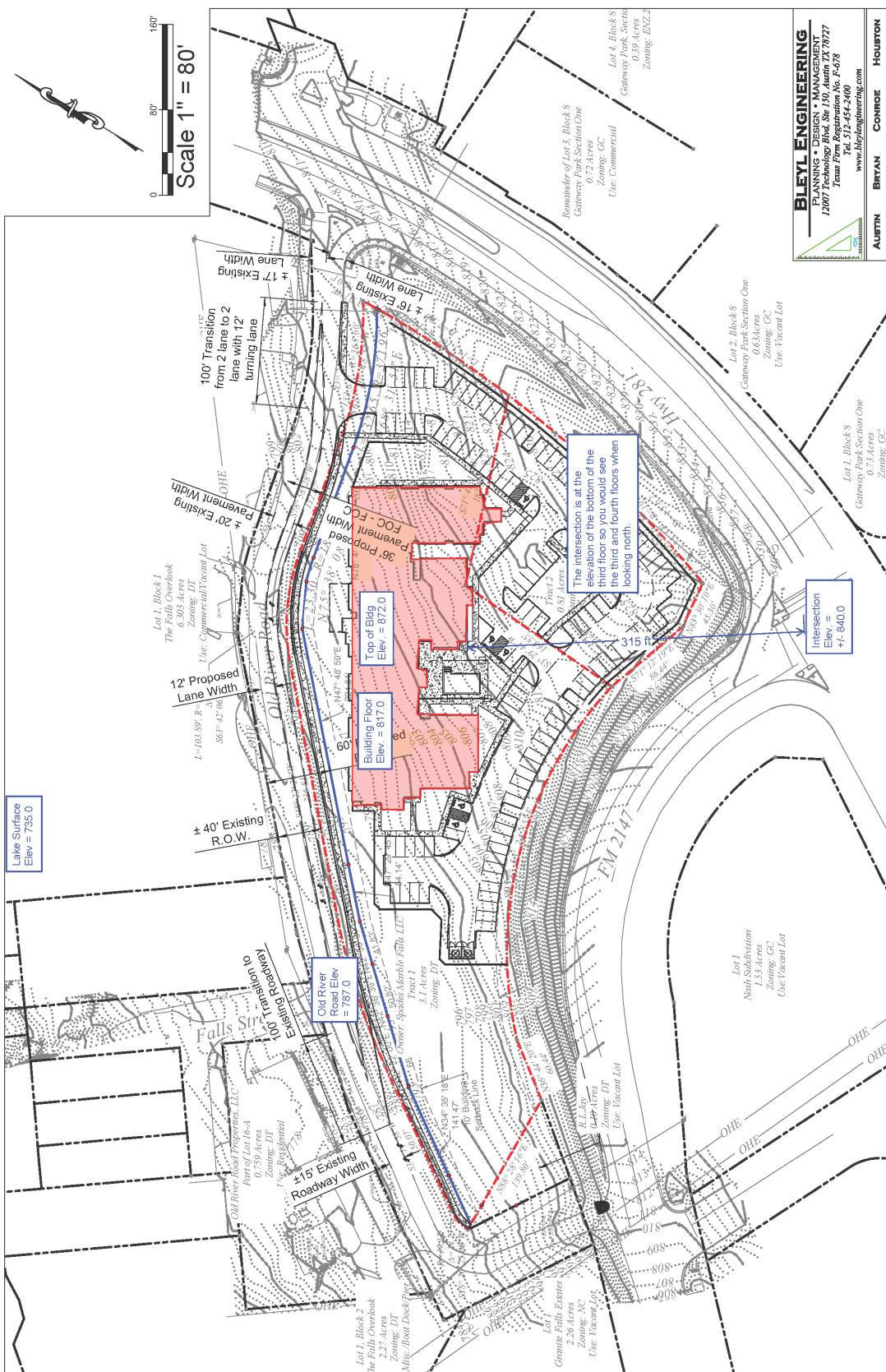


Navid Karedia
Spades Marble Falls LLC

EXHIBIT B

**REFERENCE ONLY
RESIDENCE INN BY MARRIOTT
FARMINGTON HILLS, MI**





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 PLANNING • DESIGN • MANAGEMENT
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 www.bleylengineering.com

AUSTIN BRYAN CONROE HOUSTON

ORDINANCE NO. 2026-O-01B

AN ORDINANCE OF THE CITY OF MARBLE FALLS, TEXAS, APPROVING A CONDITIONAL USE PERMIT (CUP), TO ALLOW HOTEL LAND USE IN THE DOWNTOWN TRANSITION DISTRICT (DT) ON 3.85 ACRE TRACT OF LAND OUT OF THE R.D. MOORE SURVEY NO. 603, ABSTRACT NO. 614 AND THE W.O. BURNHAM SURVEY NO. 530, ABSTRACT NO. 142, BURNET COUNTY, TEXAS, AS MORE FULLY DESCRIBED IN EXHIBIT “A”, ATTACHED HERETO; APPROVING A SITE PLAN ATTACHED HERETO AS EXHIBIT “B”, APPROVING ELEVATIONS ATTACHED HERETO AS EXHIBIT “C”, PROVIDING FOR A SAVINGS CLAUSE, SEVERABILITY, REPEALER, PROPER NOTICE AND MEETING, AND EFFECTIVE DATE.

WHEREAS the City of Marble Falls is legally empowered to regulate development in the community through the legitimate use of its police powers; **AND**,

WHEREAS, the City Council seeks to promote responsible and sustainable growth consistent with the City of Marble Falls Comprehensive Plan; **AND**,

WHEREAS, Owners own the 3.85 acre tract of land out of the R.D. Moore survey No. 603, Abstract No. 614 and the W.O. Burnham survey No. 530, Abstract No. 142, Burnet County, Texas in the City of Marble Falls (the “Property”) as more fully described in Exhibit “A” incorporated herein and attached hereto; **AND**

WHEREAS, Owners seek approval for hotel occupancy land use for the Property via a Conditional Use Permit; **AND**,

WHEREAS, the City of Marble Falls Planning & Zoning Commission at a public hearing on Thursday, December 18, 2025 recommended approval of the request for the CUP; **AND**,

WHEREAS, the proposed hotel land use on the Property will be adjacent to residential and commercially used property with Downtown (“DT”) and Commercial zoning, to be developed in accordance with DT development standards, which represents compatible adjoining land uses; **AND**,

WHEREAS, the City Council of the City of Marble Falls, Texas, has considered the matter at a public hearing and deems it appropriate to grant a CUP by this Ordinance to allow hotel land use and hereby finds such use is in conformance with the City’s land use objectives as stated in the Comprehensive Plan and compatible with surrounding uses.

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

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

SECTION II. A Conditional Use Permit (“CUP”) for Hotel land use, the associated Site Plan, attached hereto as Exhibit “B”, and the associated Elevations, attached hereto as Exhibit “C”, is hereby approved, subject to the Conditions described below, for 3.85 acre tract of land out of the R.D. Moore Survey No. 603, Abstract No. 614 and the W.O. Burnham Survey No. 530, Abstract No. 142, City of Marble Falls, Burnet County, Texas, described in Exhibit “A”, attached hereto, as following:

- A. The CUP shall expire if construction has not commenced within two (2) years from the date of this CUP, as evidenced by approval of a Site Development Permit and commencement of actual construction. Applicant may seek an extension of this CUP for an additional one-year period if such a request for extension is received by the City on or before the expiration date.
- B. The CUP project will comply with the City’s Code of Ordinance, except as expressly stated in the text of this Ordinance and shall comply with all requirements and development standards described and depicted in Exhibit “B”, Site Plan and Exhibit “C” Elevations. In the event of a conflict between the City’s Code of Ordinances, Exhibit “B” or Exhibit “C”, the more stringent requirements shall prevail, unless the text of this Ordinance clearly states otherwise.
- C. Any land uses on the property shall comply with applicable zoning ordinances, including but not limited to storm water detention, landscaping and related ordinances based on the proposed use of the property.
- D. The design of the intersection of FM 2147 and Old River Road will provide for adequate site visibility in all directions.
- E. Old River Road is to be improved to City standards, including the construction of sidewalks.
- F. A deceleration lane on FM 2147 must be constructed, in coordination with TxDOT, as part of the development improvements.

SECTION III. REPEALER. All ordinances or parts of ordinances in force when the provisions of this Ordinance become effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed, but only to the extent of any such conflict.

SECTION IV. PROVIDING FOR SEVERABILITY. 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. EFFECTIVE DATE. This Ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

SECTION VI. 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 and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code, and Standard Zoning Enabling Act, Chapter 211 of the Texas Local Government Code. Notice was also provided by Chapter 52 of the Texas Local Government Code.

DULY PASSED by the City Council of the City of Marble Falls, Texas, on the 20th day of January, 2026.

APPROVED:

John Packer, Mayor
City of Marble Falls

ATTEST:

Christina McDonald, City Secretary
City of Marble Falls

(Seal)

APPROVED AS TO FORM:

Josh Brockman-Weber, City Attorney
City of Marble Falls

EXHIBIT "A" Survey

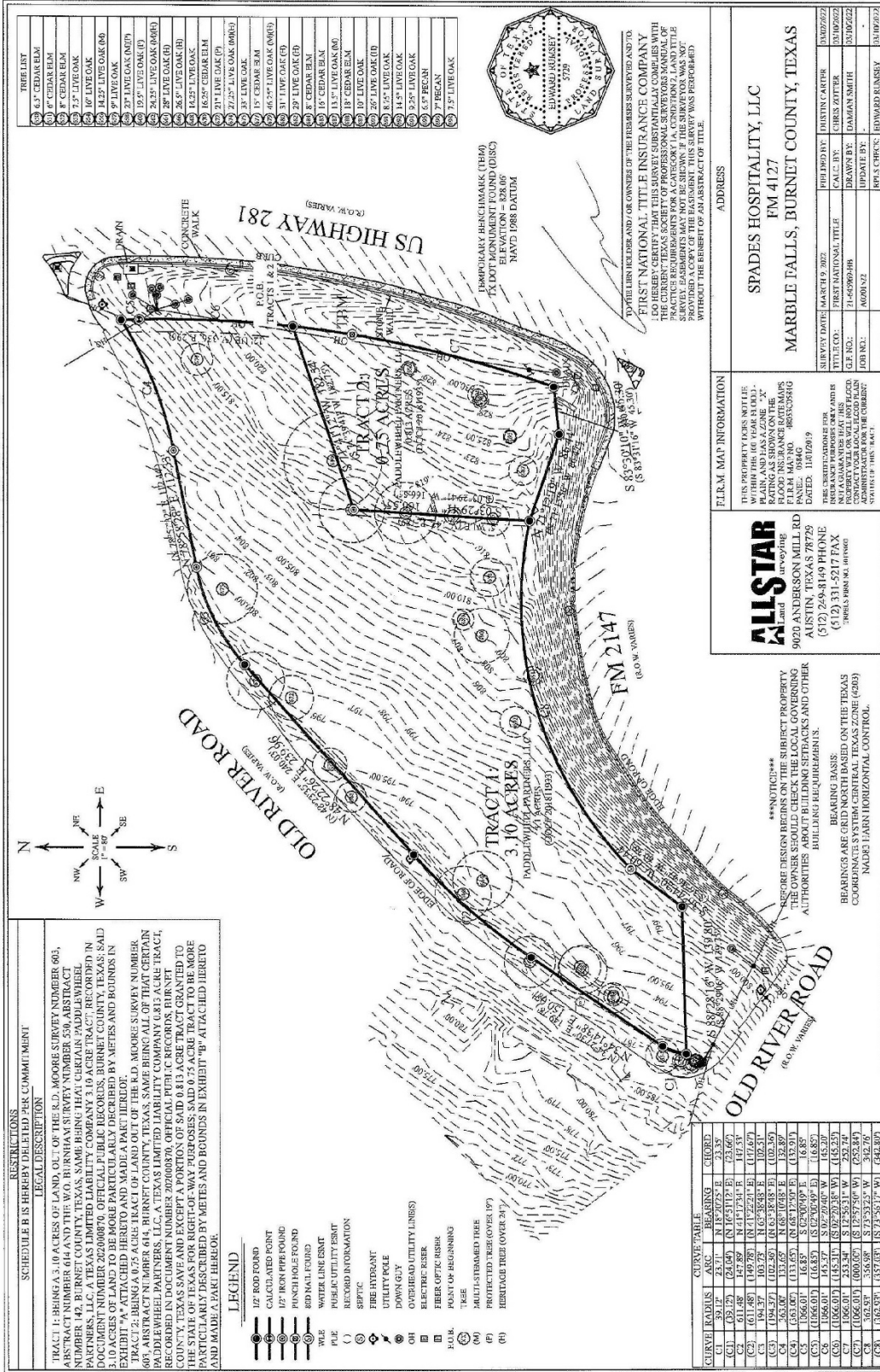


Exhibit "B" Site Plan
Page 2 of 2

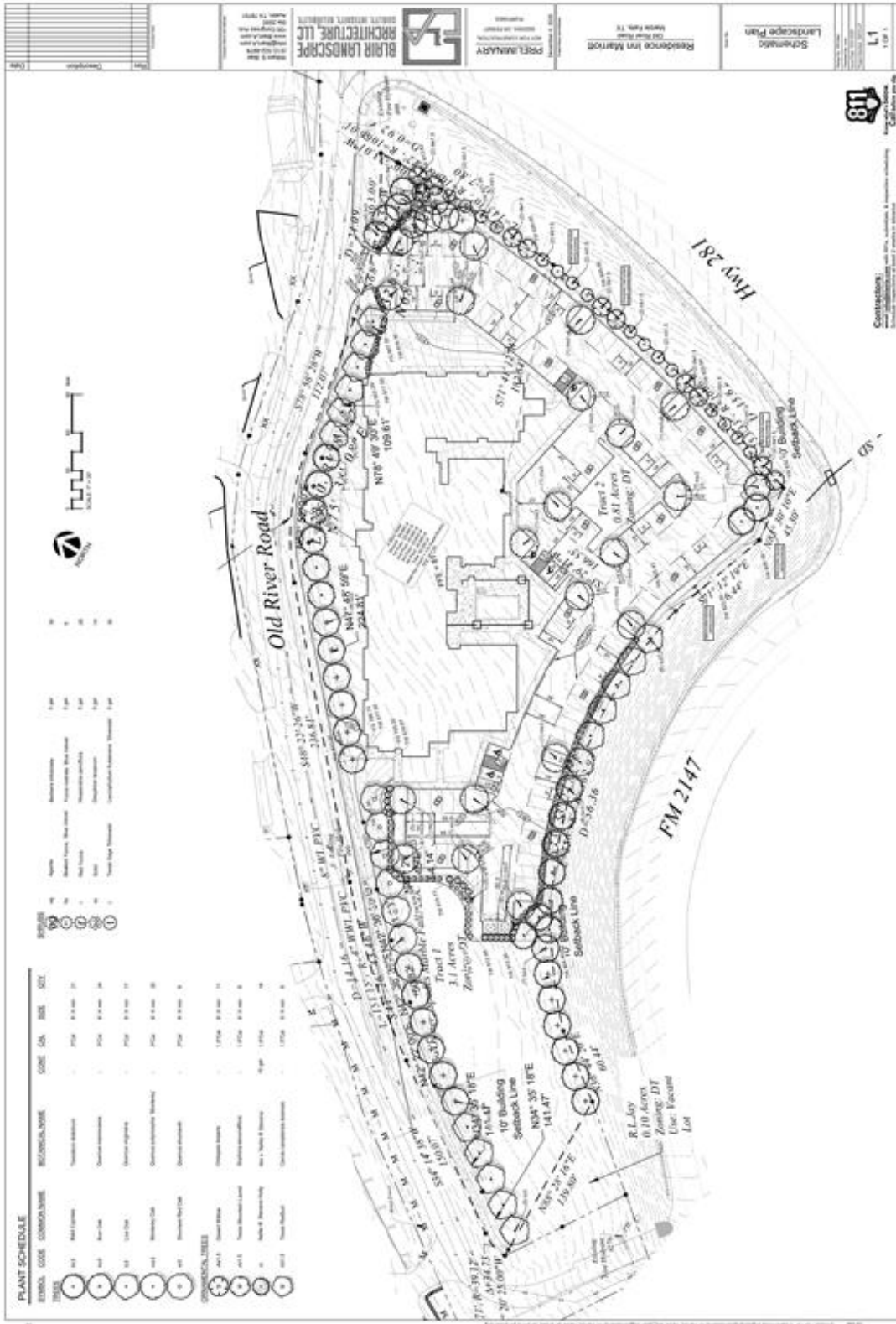


Exhibit "C" – Elevations
Page 4 of 4

EXHIBIT B
REFERENCE ONLY
RESIDENCE INN BY MARRIOTT
FARMINGTON HILLS, MI



January 20, 2026

7. REGULAR AGENDA

- (b) Discussion and Action on the award and execution of a construction agreement with the selected contractor, in an amount not to exceed \$429,439.50 to perform work required for the construction of the Downtown Lighting Project and authorize the City Manager to execute the agreement. *Jeff Prato, City Engineer*
-



**Council Agenda Item Cover Memo
January 20, 2025**

Agenda Item No.: 7(b)
Presenter: Jeff Prato, City Engineer
Department: Engineering
Legal Review: N/A

AGENDA CAPTION

Discussion and Action on the award and execution of a construction agreement with the selected contractor, in an amount not to exceed \$429,439.50 to perform work required for the construction of the Downtown Lighting Project and authorize the City Manager to execute the agreement.

BACKGROUND INFORMATION

This primary purpose of this project is to illuminate the pedestrian pathways by installing light poles on both sides of the street. Project will include the installation of eighteen (18) poles and luminaires with eyelets at the top for string lights. The alignment of the lighting can be found in the map exhibit included in this cover memo.

Scope of construction includes:

- Traffic control
- Pole and luminaire installation
- Overhead string light installation
- Restoration of sidewalks, curbs and pavement to existing conditions as needed

The City conducted a competitive sealed bid process for this project and received a total of four (4) bids. The bids were publicly opened and read aloud on Wednesday, December 17th at 2:30 pm.

A summary of the bids has been provided below:

	Bidder	Base Bid
1	Krps Contractors LLC	\$218,530.00
2	Bobby Sanford LLC (dba Electric-S)	\$408,990.00
3	SA Smart Solutions	\$468,600.00
4	E-Z Bel Construction, LLC	\$1,040,074.00

Engineer’s Opinion of Probably Construction Cost (OPCC) was \$779,844.00 with a detailed breakdown included in this cover memo.

After careful consideration of the bids received, City staff are recommending Bobby Sanford LLC (dba Electric-S) as the best value bidder. This recommendation deviates from our traditional approach of selecting the lowest bidder due to a few factors including complexity and the contractor’s experience with previous lighting projects. The recommended contractor also has intrinsic knowledge of the area as it relates to existing infrastructure.

The proposed not to exceed amount within this memo has been calculated based on the following formula below. This includes a five (5) percent contingency.

Total Reconciled Bid * (1.05) = Recommended Approval Amount

\$408,990.00(1.05) = **\$429,439.50**

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

The project is to be funded through 68 General Improvements Fund, Series 2011 bonds.

STAFF RECOMMENDATION

Based on the experience and bids submitted, staff recommend the award of the agreement to Bobby Sanford LLC (dba Electric-S) in an amount not to exceed \$429,439.50 and authorize the City Manager to execute the agreement.

PROJECT NAME: Downtown Lighting Project Improvements
Engineer's Cost Estimate - July 1, 2024

ITEM	DESCRIPTION	QUANTITY	UNIT	AVERAGE UNIT PRICE	TOTAL CONTRACT
------	-------------	----------	------	--------------------	----------------

A. Lighting Project Components, Controls and Power Supply

A.1	Traffic Control Plan and Equip Rentals for 4 Months (cones and barrels and signage)	4	Month	\$ 10,000	\$ 40,000
A.2	PEC Meter, Panel and Disconnect, including Conduits, Controls and Concrete Improvements	1	EA	\$ 100,000	\$ 100,000
A.3	Trenching and Pavement Repair, including Conduits & Wire, including Tracer Tape and Car Stall Painting	740	LF	\$ 150	\$ 111,000
A.4	Light Pole Components per Plans and Specs	18	EA	\$ 3,900	\$ 70,200
A.5	Light Poles Shipping Estimate to Marble Falls Staging Yard	1	EA	\$ 5,000	\$ 5,000
A.6	Light Pole Installation per Plans and Specs	18	EA	\$ 5,000	\$ 90,000
A.7	Pole Bases per Plans and Specs	18	EA	\$ 3,100	\$ 55,800
A.8	Sidewalk Repair, 1 per Pole Base, 10' wide x 6' long, Utilizing Rebar and 4" sand pad	18	EA	\$ 2,000	\$ 36,000
A.9	6" Curb Repair and Painting	100	LF	\$ 150	\$ 15,000
A.10	Messenger Cable and Turnbuckle System, Including Components and Installation	1	LS	\$ 10,000	\$ 10,000
A.11	Stringlight System Components & Controls, 1,500 LF and in 36 LF Units = 42 Units with 1 Extra for 43 Total	43	EA	\$ 160	\$ 6,880
A.12	Stringlight System Installation per Plans and Specs	1	EA	\$ 10,000	\$ 10,000
SUBTOTAL					\$ 549,880

B. Contractor Items for Staging Yard and SWPPP

B.1	Mobilization and Job Trailer, Concrete Washout Area, Project Signage and As-Built Plan for City Records	1	LS	\$ 25,000	\$ 25,000
B.2	Staging Yard Cleanup & Reveg, Assume 2 Reveg Activities	2	EA	\$ 5,000	\$ 10,000
B.3	SWPPP and Inlet Protection	1	EA	\$ 10,000	\$ 10,000
B.4	Tree Pruning at Select Trees	1	LS	\$ 5,000	\$ 5,000
SUBTOTAL					\$ 50,000

		Total Costs:	
A.	Lighting Project Components, Controls and Power Supply	\$	549,880
B.	Contractor Items for Staging Yard and SWPPP	\$	50,000
	Subtotal A-G	\$	599,880
	(10%) General Conditions for 4 Month Project	\$	59,988
	Contingency of 10% for SUE and Utility Repairs	\$	59,988
	(8%) Contractor Profit	\$	47,990
	(2%) Insurance	\$	11,998
	Total	\$	779,844

811 - Power Forward, P.L.L.C. REGISTRATION # 04-14676 - Electrical Site Plan Lighting



Know what's below.
Call before you dig.

CAUTION:
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION. CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.

WARNING:
THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AVOIDING ALL EXISTING UTILITIES BY CALLING TEXAS ONE CALL SYSTEM # 811 FOR LOCATION OF ALL UTILITIES, AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.



ELECTRICAL SITE PLAN - LIGHTING
SCALE: 1" = 40'-0"

- GENERAL NOTES**
- REFER TO ELECTRICAL GENERAL NOTES & SPECIFICATIONS SHEETS FOR MORE INFORMATION.
 - THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION AND VERIFY ROUGH AND FINAL GRADES WITH CIVIL ENGINEER PRIOR TO INSTALLATION.
 - PERMANENTLY LABEL ALL RECEPTACLES, MOTORS, POWER DISCONNECTS, AND REMOTE LOADS WITH THE PANEL AND CIRCUIT NUMBER SERVING THE DEVICE.
 - ALL EXTERIOR LIGHTING FIXTURES SHALL BE CONTROLLED BY PHOTOCELL AND 7-DAY PROGRAMMABLE TIME CLOCK (ADJUSTABLE). ALL EMERGENCY LIGHT FIXTURES DESIGNATED AS "E" SHALL BE SUPPLIED FROM EMERGENCY LIGHTING POWER SOURCE.
 - INCREASE SIZE OF SERVICE CONDUCTORS AND PANEL FEEDERS AS REQUIRED TO MAINTAIN MAXIMUM 5% VOLTAGE DROP PER THE INTERNATIONAL ENERGY CONSERVATION CODE.

TREE COORDINATION NOTE
COORDINATE ROUTING OF ALL UNDERGROUND UTILITIES WITH LANDSCAPE ARCHITECT'S SITE PLAN FOR REQUIREMENTS RELATED TO THE PROTECTION OF NEW & EXISTING UNDERGROUND TREE ROOT SYSTEMS AND CRITICAL ROOT ZONES.



- KEYED NOTES BY SYMBOL 'C'**
- PROVIDE POLE LIGHTING FIXTURE TO BE CONTROLLED BY TIMECLOCK AND PHOTOCELL AT ELECTRICAL CABINET, PER SHEET 11. ALL POLE LIGHTING BRANCH CONDUCTORS SHALL BE #10 AWG COPPER, TYPE THHN / THWN-2. MOUNT POLE LIGHT ON REINFORCED CONCRETE POLE BASE. REFER TO POLE BASE DETAIL ON SHEET 17 FOR ELECTRICAL REQUIREMENTS, INCLUDING GROUNDING. REFER TO CIVIL / STRUCTURAL ENGINEERING DETAILS FOR POLE BASE CONSTRUCTION REQUIREMENTS.
 - PROVIDE FEETON LIGHTING, SUSPENDED BETWEEN LIGHT POLES WITH AIRCRAFT CABLE. LIGHTING SHALL BE SUPPLIED FROM A WEATHERPROOF IN-USE RECEPTACLE AT THE TOP OF EACH POLE AND CONTROLLED MANUALLY OVER WIRELESS CONNECTION WITH PRE-PROGRAMMED HOLIDAY SCENES. COORDINATE CONTROLS INSTALLATION WITH LIGHTING VENDOR. REFER TO CIVIL / STRUCTURAL ENGINEERING DRAWINGS FOR MOUNTING REQUIREMENTS, INCLUDING EYE BOLT TERMINATION, MOUNTING HEIGHT AND TENSIONING REQUIREMENTS. RECEPTACLE BRANCH CONDUCTORS SHALL BE COPPER, TYPE THHN / THWN-2, SIZED PER THE VOLTAGE DROP SCHEDULE ON SHEET 8.
 - PROVIDE NEW UNDERGROUND ELECTRICAL CONDUIT, WIRE AND PULLBOXES AS REQUIRED. REFER TO SHEET 8 FOR MORE INFORMATION.

THIS DOCUMENT, THE IDEAS AND DESIGNS INCORPORATED HEREIN ARE AND SHALL REMAIN THE PROPERTY OF POWER FORWARD, P.L.L.C. THESE DOCUMENTS ARE NOT TO BE USED OR ALTERED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN THE ORIGINAL INTENDED USE.

ISSUED FOR	REV	DATE
100% CONSTRUCTION SET	-	4/14/2025

POWER FORWARD
 POWER FORWARD, P.L.L.C.
 4409 MERLE DR.
 AUSTIN, TX 78745
 (512) 856-1971
 TBPE FIRM # F-22791
 COPYRIGHT © 2025

CITY OF MARBLE FALLS - DT LIGHTING PLAN, MAIN STREET, MARBLE FALLS, TX

Sunland
 P.L.L.C.
 REGISTERED PROFESSIONAL ENGINEER
 500 E. Linn Street, Suite 4115, TX 78752
 www.sunlandpplc.com • (512) 494-0088

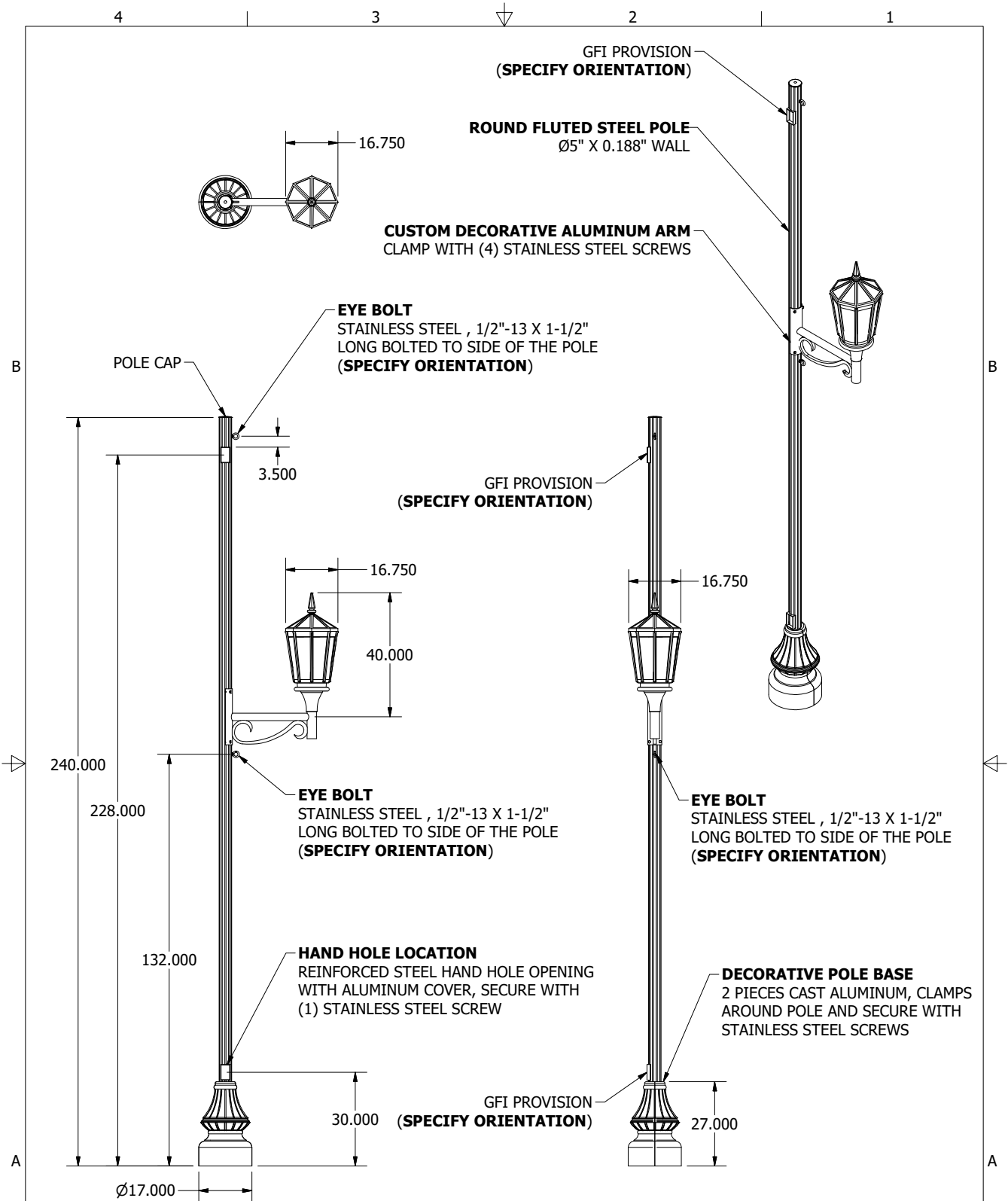
CITY OF MARBLE FALLS
 MAIN STREET
 MARBLE FALLS, TX 78654


DOWNTOWN LIGHTING PLANS
 ELECTRICAL SITE PLAN - LIGHTING

SHEET
 9

DEVELOPER:
 CITY OF MARBLE FALLS
 DESIGNED BY: POWER FORWARD
 PWD PROJECT #: 23-014
 DRAWN BY: R. SNIFT
 PROJECT MANAGER: R. SNIFT

RICHARD W. SNIFT
 123860
 REGISTERED PROFESSIONAL ENGINEER
 #14925



Approvals	DATE	These specifications and drawings are the property of Zuma Lighting and shall not be copied, reproduced as the basis for manufacture or sale of apparatus without permission	 ZUMALIGHTING QUALITY OUTDOOR SOLUTIONS
Prepared: EV	9/15/2023		
Checked by:			
MFG			
APPROVED		TITLE	
Unless specified dimensions are in inches and Tolerances are: .XX= .03 .XXX= .010 Angles= 1/2'		Kensington With 20ft Pole Assembly	
SIZE	DWG NO	REV	
B	Kensington With 20ft Pole Assembly	A	
SCALE	MAT'L	SEE NOTES	SHEET 1 OF 1

String Lights

36' SMART STRING LIGHT 18 SOCKETS W LED
0.3W S14 CLEAR PLASTIC LAMPS

Item# 814361

Ordering Code STRING18/36FT/24IN/SMART/BLACK/LED

UPC 739698864839

- **SPECIFICATIONS:** 36-foot-long black smart string light with eighteen integrated LED bulbs. The string is operated wirelessly via the Bulbrite Solana app which can be downloaded on your phone (Apple or Android). The cord itself is black.
- **INDOOR OR OUTDOOR:** These smart string lights are safe to use both indoor and outdoor and tested to withstand water and weather. Use them confidently, knowing they are WET rated and won't break when exposed to moisture, snow, or wind. Ideal for creating a mood inside or outside.
- **SCENES AND SCHEDULE:** Create scenes and schedules within the Solana app to customize your light. Have the ability to have the strings execute a scene or simply turn on or off at a specific time without having to take out your phone.
- **DIMMABLE:** Each LED bulb is fully dimmable via the free Bulbrite Solana app or with a compatible voice assistant hub. Your bulbs will outlast and outperform their



Width	Height	Length
7.000 in	8.000 in	12.000 in



Technical Specifications

Avg Hours	8000	Lumens	30
AWG	20	M.O.L	432.000 in
Bulb Type	S14	Max Connectable	3
CBCP	0	Number of Sockets	10
Color	3000K-7000K/Multi-Color	Outer Carton Qty	4
CRI	80	Outer Carton UPC	40739698864837
Dimmable	Y	Safety Rated	ETL
Enclosed Rated	N	Safety Rating Type	WET
Energy Star	N	Title 20	N
Equivalent	7.5	Title 24	N
Individual Qty	1	Volts	120
Individual UPC	739698864839	Warranty Years	1
Inner Carton Qty	1	Watts	16
Item #	814361		

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between **City of Marble Falls** (Owner) and *Bobby Sanford LLC* (Contractor). Owner and Contractor hereby agree as follows:

ARTICLE 1—THE WORK

1.01 *Work*

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 1. **Downtown Lighting Project** which consists of **installation of electrical infrastructure as indicated in the construction plans.**
 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **within the Marble Falls Downtown area.**

ARTICLE 2—CONTRACT DOCUMENTS

2.01 *Intent of Contract Documents*

- A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner and Engineer. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the performance of the Work and until final payment, Contractor and Owner shall submit to Engineer all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- C. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media versions) prepared by Engineer or its consultants.
- D. *Contract Price or Contract Times:* References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to

(1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

- E. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

2.02 *Contract Documents Defined*

- A. The Contract Documents consist of the following documents:

1. This Contract for Construction of a Small Project.
2. Bid Form.
3. Notice of Award.
4. Notice to Proceed.
5. Bid Bond.
6. Performance bond.
7. Payment bond.
8. Maintenance Bond.
9. Addenda (as needed).
10. 1295 Form.
11. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

ARTICLE 3—ENGINEER

3.01 *Engineer*

- A. The Engineer for this Project is **Sunland Group, Inc.**

ARTICLE 4—CONTRACT TIMES

4.01 *Contract Times*

- A. The Work will be substantially complete within **90 calendar days** after the Notice to Proceed and completed and ready for final payment within **120 calendar days** after the Notice to Proceed.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner **\$500.00** for each day that expires after the Contract Time for substantial completion.

4.03 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 *Progress Schedules*

- A. Contractor shall develop a progress schedule and submit it to Engineer for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Engineer's comments.
- B. Contractor shall update and submit the progress schedule to Engineer each month. Owner may withhold payment if Contractor fails to submit the schedule.

ARTICLE 5—CONTRACT PRICE

5.01 *Payment*

- A. Owner shall pay Contractor, in accordance with the Contract Documents, at the following unit prices as shown in the bid form.
- B. Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Bonds*

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall also deliver the performance bond and payment bond to Owner. Each bond must be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds must remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.
- B. Upon request, Owner will provide a copy of the payment bond to any person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work.

6.02 *Insurance*

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall furnish certificates, endorsements, and any other evidence of insurance requested by Owner. Insurance is to be provided by companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum A.M. Best rating of A-VII or better.
- B. Contractor shall provide coverage for not less than the following amounts, or greater where required by Texas State Law.
- C. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.
- D. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- E. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- F. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies will include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will

provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.

1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- G. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.
- H. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- I. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday.

7.03 *Other Work at the Site*

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.05 *Subcontractors and Suppliers*

- A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

7.06 *Licenses, Fees and Permits*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy, unless otherwise provided in the Contract Documents.

7.07 *Laws and Regulations; Taxes*

- A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.

7.08 *Record Documents*

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.

- F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Engineer prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.10 *Submittals*

- A. Contractor shall review and coordinate shop drawings, samples, and other submittals with the requirements of the Work and the Contract Documents, and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information. Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal.
- B. Shop drawings and samples must bear a stamp or specific written certification that Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each shop drawing or sample submittal, Contractor shall give Engineer specific written notification, in a communication separate from the shop drawing or sample, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of submittals. Engineer's review and approval of submittals will not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs.
- E. Engineer's review of shop drawings and samples will be only to determine if the items covered will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole.
- F. Engineer's review and approval of a separate item in a shop drawing or sample does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer, return the required number of corrected copies of shop drawings, and submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 *Warranties and Guarantees*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its consultants are entitled to rely on Contractor's warranty and guarantee.

7.12 *Correction Period*

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to

use through construction easements or otherwise, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner.

7.13 *Indemnification*

- A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from all losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

ARTICLE 8—OWNER’S RESPONSIBILITIES

8.01 *Responsibilities*

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide the Site and easements required to construct the Project.
- D. While at the Site, Owner’s employees and representatives shall comply with the specific applicable requirements of Contractor’s safety programs of which Owner has been informed.
- E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9—ENGINEER’S STATUS DURING CONSTRUCTION

9.01 *Engineer’s Status*

- A. Engineer will be Owner’s representative during construction.
- B. Neither Engineer’s authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise

or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.

- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.
- D. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10—CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive-
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.03 Work Change Directive

- A. A Work Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times, but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

10.04 *Field Orders*

- A. Engineer may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

ARTICLE 11—DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 *Differing Site Conditions Process*

- A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract Documents, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents, then Contractor shall promptly notify Owner and Engineer about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.
 - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if Contractor knew of, or should have known of, the existence of the condition prior to entry into the Contract.
- B. After receipt of notice regarding a possible differing subsurface or physical condition, Engineer will promptly:
 - 1. Review the condition in question;
 - 2. Determine if it is necessary for Owner to obtain additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within one of the two differing site condition categories described in Paragraph 11.01.A.;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Advise Owner of Engineer's findings, conclusions, and recommendations, including recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question, the need for any change in the Drawings or Specifications, and possible Contract Price or Contract Times adjustments.
- C. After receipt of Engineer's findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, adopting or rejecting Engineer's

written findings, conclusions, and recommendations, in whole or in part, and granting any equitable adjustment in Contract Times or Contract Price to which Contractor is entitled.

ARTICLE 12—CLAIMS AND DISPUTE RESOLUTION

12.01 *Claims Process*

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 *Tests and Inspections*

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract Documents; (2) by codes, laws, or regulations; (3) to attain Owner's and Engineer's acceptance of materials or equipment; and (4) to obtain Engineer's approval prior to purchase of materials, mix designs, or equipment.
- D. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense.

13.02 *Defective Work*

- A. Contractor warrants that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.

- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14—PAYMENTS TO CONTRACTOR

14.01 *Progress Payments*

- A. Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to Engineer. Lump sum items will be broken into units that allow for measurement of Work in progress. For unit price work, the unit price breakdown in Article 5 will be used as the schedule of values.

14.02 *Applications for Payments*

- A. Contractor shall submit signed applications for payment to Engineer monthly, in a form acceptable to the Engineer. Contractor shall provide supporting documentation required by the Contract Documents. Owner will pay for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application must include an affidavit of Contractor stating that all previous progress payments have been applied to discharge Contractor's obligations associated with the prior applications for payment.

14.03 *Retainage*

- A. **The Owner shall retain 5% of each progress payment until the Work is substantially complete. No payment will be made that would deplete the retainage, place in escrow any funds that are required for retainage or invest the retainage for the benefit of the Contractor.**

14.04 *Review of Applications*

- A. Within 10 days after receipt of each application for payment, Engineer will either recommend payment and present the application for payment to Owner, or return the application for payment to Contractor indicating Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and may resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner, or any incurred costs, losses, or damages, on account of Contractor's

conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than the time of payment by Owner.

14.06 *Substantial Completion*

- A. When Contractor considers the Work ready for its intended use, Contractor shall request that Engineer issue a certificate of substantial completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's request, Engineer will inspect the Work with Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner of the reasons for Engineer's decision.
- C. If Engineer considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, Engineer will deliver to Owner and Contractor a certificate of substantial completion that will fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 *Final Inspection*

- A. Upon notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor, and will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such defects.

14.08 *Final Payment*

- A. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents.
- B. The final application for payment must be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all pending claims; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.

- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

14.09 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding claim, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a claim.

ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.

15.02 *Owner May Terminate for Cause*

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

- F. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of Paragraph 15.02.

15.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for the following, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16—CONTRACTOR'S REPRESENTATIONS

16.01 *Contractor Representations*

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - 4. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17—MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of notice to Owner, Engineer, or Contractor, such notice must be in writing, and delivered in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words “Formal Notice” or similar in the e-mail’s subject line.

17.02 *Cumulative Remedies*

- A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

17.03 *Limitation of Damages*

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.04 *No Waiver*

- A. A party’s non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

17.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

17.06 *Contractor’s Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

The Effective Date of the Contract is [date to be inserted at the time of execution].

Owner:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____
Agreement.)

Contractor:

BOBBY SANFORD LLC

(typed or printed name of organization)

By: [Signature]

(individual's signature)

Date: 1/8/2026

(date signed)

Name: BOBBY SANFORD

(typed or printed)

Title: President

(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

PO Box 1528
LAMPASAS TX 76550

Designated Representative:

Name: BOBBY SANFORD

(typed or printed)

Title: President

(typed or printed)

Address:

1350 CR 103
LAMPASAS TX 76550

Phone: 830 798 6021

Email: bobby@electric-s.com

License No.: 10925594

(where applicable)

State: TX

January 20, 2026

7. REGULAR AGENDA

- (c) Discussion and Action on the award and execution of a construction agreement with the selected contractor, in an amount not to exceed \$540,750.00 to perform work required for the construction of the TxCDBG CDV23-0304 Wastewater Improvements and authorize the City Manager to execute the agreement. *Jeff Prato, City Engineer*
-



**Council Agenda Item Cover Memo
January 20, 2025**

Agenda Item No.: 7(c)
Presenter: Jeff Prato, City Engineer
Department: Engineering
Legal Review: N/A

AGENDA CAPTION

Discussion and Action on the award and execution of a construction agreement with the selected contractor, in an amount not to exceed \$540,750.00 to perform work required for the construction of the TxCDBG CDV23-0304 Wastewater Improvements and authorize the City Manager to execute the agreement.

BACKGROUND INFORMATION

In 2023, the City of Marble Falls Engineering Department applied for the Texas Community Development Block Grant to rehabilitate aging wastewater line within the area of the Fairview Subdivision located south along Avenue N. The grant was awarded late 2024, and design was finalized October 2025.

This project generally consists of replacement of approximately 0.53 miles (2,780 linear feet) of eight-inch (8") wastewater line, 12 manholes, and reconnection of associated service laterals within South Avenue N, Colorado Drive, Brazos Street, and Trinity Street. The proposed method of installation includes pipe bursting, which will significantly decrease the amount of open excavation.

The City conducted a competitive sealed bid process for this project and received a total of six (6) bids. The bids were publicly opened and read aloud on Tuesday, November 11th at 1:30 pm.

A summary of the bids has been provided below:

Bidder		Total Reconciled Bid
1	LTA Group LLC	\$427,350.00
2	Horseshoe Construction, Inc.	\$515,000.00
3	Lupe Rubio Construction Co., Inc.	\$562,237.92
4	Nelson Lewis Inc.	\$612,900.00
5	Packsaddle Management, LLC	\$704,750.00
6	Arguijo Corporation	\$1,237,735.39

A formal Engineer’s Opinion of Probably Construction Cost (OPCC) was not completed for this project.

After careful consideration of the bids received, City staff are recommending Horseshoe Construction, Inc., as the best value bidder. This recommendation deviates from our traditional approach of selecting the lowest value bidder due to the bid being considered incomplete. The bid did not include adequate details regarding statement of qualifications, and information requested as part of the grant funding. This decision was discussed with the City’s grant administrator Langford who validated it would not be accepted by the grant funder TDA (Texas Department of Agriculture).

The proposed not to exceed amount within this memo has been calculated based on the following formula below. This includes a five (5) percent contingency.

Total Reconciled Bid * (1.05) = Recommended Approval Amount

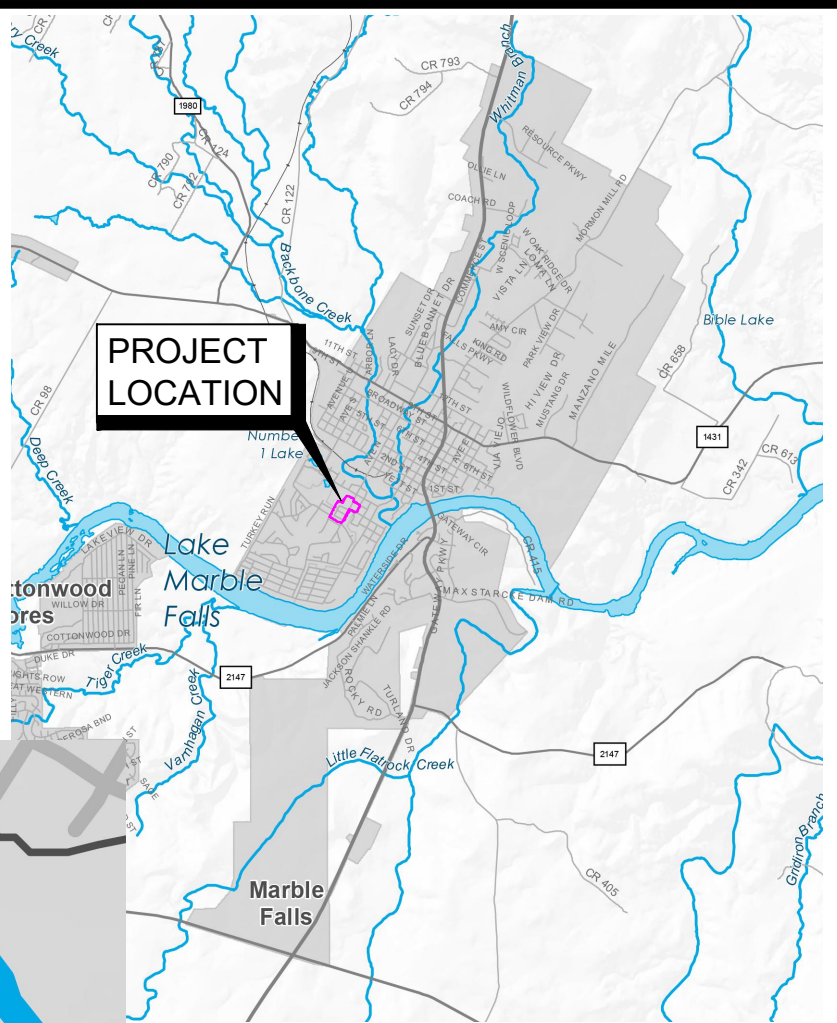
\$515,000.00(1.05) = **\$540,750.00**

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

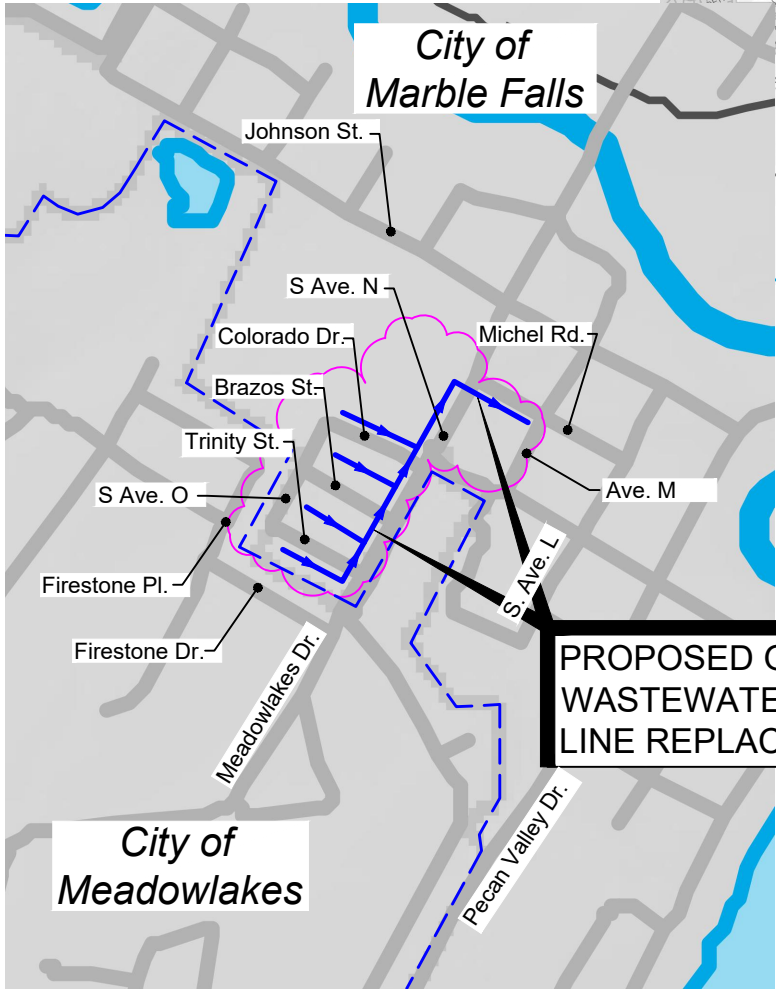
This project is being funded by the Texas Community Development Block Grant (TxCDBG) in an amount not to exceed \$500,000.00. The remaining \$40,750.00 is to be funded through Fund 45 (Utility Improvements Fund) within the Capital Funds Budget.

STAFF RECOMMENDATION

Based on the experience and bids submitted, staff recommend the award of the agreement to Horseshoe Construction, Inc. in an amount not to exceed \$540,750.00 and authorize the City Manager to execute the agreement.






CITY LIMITS MAP



BENEFICIARY MAP

**PROPOSED GRAVITY
WASTEWATER COLLECTION
LINE REPLACEMENT**

-  BENEFICIARY AREA
-  PROJECT AREA
-  CITY LIMITS

SCALE: _____	SCALE _____
DRAWN BY: MAM	DATE: 2/23
CHECKED BY: JGS	DATE: 2/23
FILE: XXX	

PROJECT MAP
2023-2024 TxGDBG APPLICATION

CITY OF MARBLE FALLS
BURNET COUNTY, TEXAS



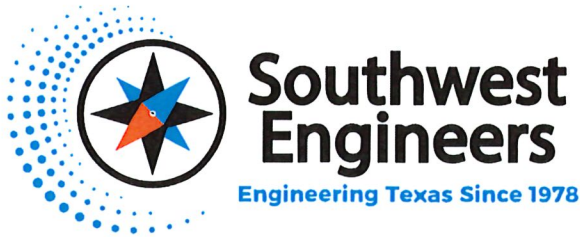
Southwest Engineers

307 Salt Linnway Street
P: 830.672.7540 F: 830.672.2034

BUDA
205 Cimarron Park Loop, Ste. B
P: 512.312.4330

BASTROP
704 Main Street, #101
P: 512.312.4330

TBPE NO. P-1909
www.avengineers.com



19 November 2025

CITY OF MARBLE FALLS
800 3RD Street
Marble Falls, TX 78654
Attention: The Honorable Mayor John Packer and Council Members

RE: **CONSTRUCTION CONTRACT AWARD RECOMMENDATION**
WASTEWATER SYSTEM IMPROVEMENTS PROJECT [TxCDBG Project No. CDV23-0304]
City of Marble Falls, Burnet County, Texas

Mayor and Council Members,

As Council may be aware, bids for the construction of the above referenced project were received at a bid opening held at the Marble Falls City Hall at 1:30 PM, Tuesday, 11 November 2025. This project generally consists of a base bid to replace approximately 2,780 linear feet of eight-inch (8") wastewater line, 12 manholes, and reconnect the associated service laterals within South Avenue N, Colorado Drive, Brazos Street, and Trinity Street. The bid also included two owner's options that investigated the costs of replacing the wastewater line through pipe bursting methods. The wastewater lines will be installed within the existing trench of the current line. Three new manholes are to be installed at the end of three branch lines in order to allow easier City maintenance and inspection. The following is a brief description of the base bid and owner's options:

Base Bid – Removal and replacement of the clay wastewater lines through traditional open cut methods.

Owner's Option #1 – An addition to the Base Bid that replaces a section of the existing wastewater line through pipe burst methods.

Owner's Option #2 – Full alternant to the Base Bid that replaces all wastewater line in the area utilizing pipe burst methods.

The bids were submitted, received, and processed through the CivCast program, and a total of six (6) bids were submitted/received. The low bidder (LTA Group, LLC) submitted an incomplete bid packet and is, therefore, removed from consideration. A tabulation error in Lupe Rubio Construction Company's Owner's Option #1 removed that next lowest bid from consideration. Horseshoe Construction, Inc. out of La Porte, Texas was established as the apparent successful low Bidder with a Total Owner's Option #2 Bid amount of **\$515,000**. We reviewed all bid packets received, and the bid tabulation is attached for your review. Horseshoe Construction, Inc. had a complete bid packet with no arithmetical errors.

We have not worked with Horseshoe Construction, however I spoke with some of their current and previous clients listed in their bid package. The Horseshoe Construction team is considered very capable and experienced with the pipe bursting methods proposed in Owner's Option #2. We believe they are capable of satisfactorily completing this project in a competent and timely manner. In addition, according to the Conflict



of Interest Questionnaire (CIQ) form in their bid, Horseshoe Construction has indicated that no conflicts of interest exist with the City; therefore, considering that fact, they are eligible for a contract award. In light of all this, we respectfully recommend a contract be awarded to **Horseshoe Construction, Inc.** out of La Porte, Texas that covers the Total Owner's Option #2 Bid amount of **\$515,000.00**.

Respectfully submitted,

Aaron B. Pesek, P.E.

Attachments

- Bid Tabulation Sheet



The seal appearing on this document was authorized by Aaron B. Pesek, P.E. (Texas Serial #93959) on the date indicated. Alteration of this sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.

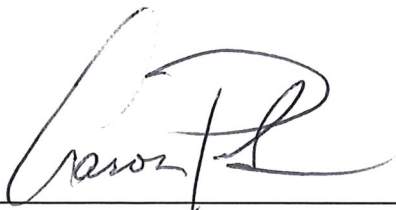
CITY OF MARBLE FALLS
Wastewater System Improvements Project
 TxCDBG Project No CDV23-0304
 SWE Project No. 1210-001-24
 Bid Tabulation

November 11, 2025

1:30PM

Bidder	Bid Bond	Completion	Total Base Bid	Total Owner's Option #1	Total Owner's Option #2
LTA Group LLC.	√	90 days	\$ 470,005.00	\$ 6,630.00	\$ 427,350.00
Lupe Rubio Construction Co., Inc.	√	180 days	\$ 567,519.01	\$ (116,585.39)	\$ 562,237.92
Nelson Lewis Inc.	√	175 days	\$ 604,790.00	\$ 17,200.00	\$ 612,900.00
Packsaddle Management, LLC.	√	170 days	\$ 668,095.00	\$ 14,330.00	\$ 704,750.00
Arguijo Corporation	√	180 days	\$ 822,205.93	\$ 51,592.02	\$ 1,237,735.39
Horseshoe Construction, Inc.	√	180 days	\$ 839,518.00	\$ (10,016.00)	\$ 515,000.00

I, Aaron B. Pesek, Registered Professional Engineer, do hereby declare that the above Bid Tabulations were taken directly from the Bid Opening on November 11, 2025 at 1:30PM



AARON B. PESEK, P.E., TEXAS SERIAL #93959
 Registered Professional Engineer of Texas
 Southwest Engineers, Inc.
 Texas Registered Engineering Firm F-1909



The seal appearing on this document was authorized by Aaron B. Pesek, P.E. (Texas Serial #93959) on the date indicated. Alteration of this sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between **City of Marble Falls** (Owner) and **Horseshoe Construction, Inc.** (Contractor). Owner and Contractor hereby agree as follows:

ARTICLE 1—THE WORK

1.01 *Work*

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. **TxCDBG CDV23-0304 Wastewater Improvements** which generally consists of **replacement of approximately 2,780 linear feet of eight-inch (8") wastewater line, 12 manholes, and reconnect the associated service laterals within South Avenue N, Colorado Drive, Brazos Street, and Trinity Street.**
 - 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **within the Fairview Subdivision, Avenue N, and Michel Road terminating at S Avenue L.**

ARTICLE 2—CONTRACT DOCUMENTS

2.01 *Intent of Contract Documents*

- A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner and Engineer. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the performance of the Work and until final payment, Contractor and Owner shall submit to Engineer all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- C. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media versions) prepared by Engineer or its consultants.

- D. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- E. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

2.02 *Contract Documents Defined*

- A. The Contract Documents consist of the following documents:
 - 1. This Contract for Construction of a Small Project.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. Specifications as listed in the Specifications Table of Contents.
 - 5. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Notice to Proceed (EJCDC® C-550).
 - b. Work Change Directives (EJCDC® C-940).
 - c. Change Orders (EJCDC® C-941).
 - d. Field Orders (EJCDC® C-942).

ARTICLE 3—ENGINEER

3.01 *Engineer*

- A. The Engineer for this Project is **Southwest Engineers, LLC**.

ARTICLE 4—CONTRACT TIMES

4.01 *Contract Times*

- A. Contract. The Work will be substantially complete and ready for final payment within **90 days** after the Notice to Proceed.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner **\$200.00** for each day that expires after the Contract Time for substantial completion.

4.03 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 *Progress Schedules*

- A. Contractor shall develop a progress schedule and submit it to Engineer for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Engineer's comments.
- B. Contractor shall update and submit the progress schedule to Engineer each month. Owner may withhold payment if Contractor fails to submit the schedule.

ARTICLE 5—CONTRACT PRICE

5.01 *Payment*

- A. Owner shall pay Contractor, in accordance with the Contract Documents, the lump sum amount of **\$515,000.00** for all Work.
- B. Owner shall pay Contractor, in accordance with the Contract Documents, at the following unit prices for each unit of Work completed as indicated within the Bid Form.

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Bonds*

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall also deliver the performance bond and payment bond to Owner. Each bond must be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds must remain in effect until

the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

- B. Upon request, Owner will provide a copy of the payment bond to any person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work.

6.02 Insurance

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall furnish certificates, endorsements, and any other evidence of insurance requested by Owner. Insurance is to be provided by companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum A.M. Best rating of A-VII or better.
 - 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Texas State Law.
- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.
- C. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- D. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies will include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.
 - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.
- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday.

7.03 *Other Work at the Site*

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.05 *Subcontractors and Suppliers*

- A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

7.06 *Licenses, Fees and Permits*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy, unless otherwise provided in the Contract Documents.

7.07 *Laws and Regulations; Taxes*

- A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.

- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.

7.08 *Record Documents*

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.
- F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Engineer prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.10 *Submittals*

- A. Contractor shall review and coordinate shop drawings, samples, and other submittals with the requirements of the Work and the Contract Documents, and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria,

installation requirements, materials, catalog numbers, and similar information. Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal.

- B. Shop drawings and samples must bear a stamp or specific written certification that Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each shop drawing or sample submittal, Contractor shall give Engineer specific written notification, in a communication separate from the shop drawing or sample, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of submittals. Engineer's review and approval of submittals will not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs.
- E. Engineer's review of shop drawings and samples will be only to determine if the items covered will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole.
- F. Engineer's review and approval of a separate item in a shop drawing or sample does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer, return the required number of corrected copies of shop drawings, and submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 *Warranties and Guarantees*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its consultants are entitled to rely on Contractor's warranty and guarantee.

7.12 *Correction Period*

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner.

7.13 *Indemnification*

- A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from all losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of

the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

ARTICLE 8—OWNER’S RESPONSIBILITIES

8.01 Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide the Site and easements required to construct the Project.
- D. While at the Site, Owner’s employees and representatives shall comply with the specific applicable requirements of Contractor’s safety programs of which Owner has been informed.
- E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9—ENGINEER’S STATUS DURING CONSTRUCTION

9.01 Engineer’s Status

- A. Engineer will be Owner’s representative during construction.
- B. Neither Engineer’s authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.
- D. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws

and regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10—CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive.
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.03 Work Change Directive

- A. A Work Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times, but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

10.04 Field Orders

- A. Engineer may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

ARTICLE 11—DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 *Differing Site Conditions Process*

- A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract Documents, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents, then Contractor shall promptly notify Owner and Engineer about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if Contractor knew of, or should have known of, the existence of the condition prior to entry into the Contract.
- B. After receipt of notice regarding a possible differing subsurface or physical condition, Engineer will promptly:
1. Review the condition in question;
 2. Determine if it is necessary for Owner to obtain additional exploration or tests with respect to the condition;
 3. Determine whether the condition falls within one of the two differing site condition categories described in Paragraph 11.01.A.;
 4. Obtain any pertinent cost or schedule information from Contractor;
 5. Advise Owner of Engineer's findings, conclusions, and recommendations, including recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question, the need for any change in the Drawings or Specifications, and possible Contract Price or Contract Times adjustments.
- C. After receipt of Engineer's findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part, and granting any equitable adjustment in Contract Times or Contract Price to which Contractor is entitled.

ARTICLE 12—CLAIMS AND DISPUTE RESOLUTION

12.01 *Claims Process*

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 *Tests and Inspections*

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract Documents; (2) by codes, laws, or regulations; (3) to attain Owner's and Engineer's acceptance of materials or equipment; and (4) to obtain Engineer's approval prior to purchase of materials, mix designs, or equipment.
- D. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense.

13.02 *Defective Work*

- A. Contractor warrants that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all defective Work.

- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14—PAYMENTS TO CONTRACTOR

14.01 *Progress Payments*

- A. Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to Engineer. Lump sum items will be broken into units that allow for measurement of Work in progress. For unit price work, the unit price breakdown in Article 5 will be used as the schedule of values.

14.02 *Applications for Payments*

- A. Contractor shall submit signed applications for payment to Engineer monthly, in a form acceptable to the Engineer. Contractor shall provide supporting documentation required by the Contract Documents. Owner will pay for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application must include an affidavit of Contractor stating that all previous progress payments have been applied to discharge Contractor's obligations associated with the prior applications for payment.

14.03 *Retainage*

- A. The Owner shall retain 5% of each progress payment until the Work is substantially complete. No payment will be made that would deplete the retainage, place in escrow any funds that are required for retainage or invest the retainage for the benefit of the Contractor.

14.04 *Review of Applications*

- A. Within 10 days after receipt of each application for payment, Engineer will either recommend payment and present the application for payment to Owner, or return the application for payment to Contractor indicating Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and may resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner, or any incurred costs, losses, or damages, on account of Contractor's conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title

defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than the time of payment by Owner.

14.06 *Substantial Completion*

- A. When Contractor considers the Work ready for its intended use, Contractor shall request that Engineer issue a certificate of substantial completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's request, Engineer will inspect the Work with Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner of the reasons for Engineer's decision.
- C. If Engineer considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, Engineer will deliver to Owner and Contractor a certificate of substantial completion that will fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 *Final Inspection*

- A. Upon notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor, and will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such defects.

14.08 *Final Payment*

- A. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents.
- B. The final application for payment must be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all pending claims; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

14.09 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding claim, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a claim.

ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.

15.02 *Owner May Terminate for Cause*

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.
- F. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of Paragraph 15.02.

15.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for the following, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16—CONTRACTOR'S REPRESENTATIONS

16.01 *Contractor Representations*

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - 4. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17—MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of notice to Owner, Engineer, or Contractor, such notice must be in writing, and delivered in person (by

commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

17.02 *Cumulative Remedies*

- A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

17.03 *Limitation of Damages*

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.04 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

17.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

17.06 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

The Effective Date of the Contract is January 7th, 2026.

Owner: City of Marble Falls

Contractor: Horseshoe Construction, Inc.

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____
 Agreement.)

(typed or printed name of organization)

By: James R. Holt
(individual's signature)

Date: 12/9/2025
(date signed)

Name: James R. Holt
(typed or printed)

Title: President
(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Chad Wall
(individual's signature)

Title: Estimator
(typed or printed)

Address for giving notices:
853 Innovation Drive
Bryan TX 77808

Designated Representative:

Name: Chad Wall
(typed or printed)

Title: Estimator
(typed or printed)

Address:
853 Innovation Drive
Bryan TX 77808

Phone: 713-344-3645

Email: chad@horseshoe-inc.com

License No.: N/A
(where applicable)

State: Texas

January 20, 2026

7. REGULAR AGENDA

- (d) Discussion and Action on a petition to release the following property from the City's extraterritorial jurisdiction: 2.45-acre tract of land located at 1720 CR 401 N (Burnet County Property ID 115838). *Christina McDonald, City Secretary*
-



Council Agenda Item Cover Memo
January 20, 2026

Agenda Item No.: 7(d)
Presenter: Christina McDonald, City Secretary
Department: Administration
Legal Review: N/A

AGENDA CAPTION

Discussion and Action on a petition to release the following property from the City's extraterritorial jurisdiction: 2.45-acre tract of land located at 1720 CR 401 N (Burnet County Property ID 115838).

BACKGROUND INFORMATION

This item has been placed on the agenda for Council to consider a petition submitted to the City for release from the City's ETJ.

BUDGET IMPLICATIONS

Current Budget New Budget Request Non-Budgetary

STAFF RECOMMENDATION

Staff recommends denial of the petition to release the property from the City's ETJ.

1720 CR 401 N

ETJ Release



Legend

- Subject Area
- Property Boundaries
- Burnet County Address Points

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate relative location of features and boundaries.

310



TAYLOR & COUGHLIN ATTORNEYS AT LAW

December 23, 2025

Marble Falls City Secretary's Office
C/o Christine McDonald,
800 3rd Street
Marble Falls, TX 78654

RECEIVED
DEC 23 2025
City Secretary's Office
CM

RE: SB 2038 Petition – 1720 CR 401 N MARBLE FALLS, TX 78654

Dear Ms. McDonald -

1720 Overlook, LLC, a Texas Limited Liability Company owns that certain tract of land located at 1720 CR 401 N., Marble Falls, Texas 78654 (Burnet County Property ID: 115838) (the "Property"). The Property is identified by deed, metes and bounds legal description, survey, address, and appraisal district data attached hereto as Exhibit "A" and incorporated herein. As the sole owner of the Property 1720 Overlook, LLC represents a majority in value title holder of the land described in this petition.

This letter is being provided to serve as a formal petition to release the subject property from the City of Marble Falls Extraterritorial Jurisdiction (ETJ). This petition for release is allowed per Local Government Code (LGC), Chapter 42, Subchapter D, which was enacted by the by the Legislature of the State of Texas through Senate Bill 2038, effective September 1, 2023. Per LGC Section 42.101, the property is not located: within five miles of the boundary of a military base, in an area that was voluntarily annexed into the ETJ, within an ETJ of a municipality with a population of more than 1.4 million, in an area designated as an industrial district under Section 42.044, or in an area subject to a strategic partnership agreement entered into under Section 43.0751.

The undersigned, Jennifer Hugonnett of 1130 Indian Mound Rd., Spicewood, Texas 78669 whose date of birth is August 23, 1969, has full authority to sign on behalf of the holder of title of the land as required by LGC Section 42.104(a)(2).

The undersigned, Thomas Hugonnett of 1130 Indian Mound Rd., Spicewood, Texas 78669 whose date of birth is July 18, 1967, has full authority to sign on behalf of the holder of title of the land as required by LGC Section 42.104(a)(2).

As required by LGC Section 42.104(d), attached are copies of the Burnet CAD Property Details, a recent property survey, and a metes and bounds description of the property.

Attachments:

- Burnet CAD Property Details
- General Warranty Deed
- Property Survey Dated March 12, 2025
- Metes & Bounds Field Notes
- Texas Secretary of State Certificate of Formation for 1720 Overlook, LLC
- Certificate of LLC Resolutions of 1720 Overlook, LLC
- Texas Driver's License for Jennifer Hugonnett & Thomas Hugonnett

5926 BALCONES DRIVE, SUITE 100
AUSTIN, TEXAS 78731

www.TaylorCoughlin.com
JOHN.TAYLOR@TAYLORCOUGHLIN.COM

OFFICE: 512.920.1340
CELL: 903.746.3395

Respectfully Submitted,

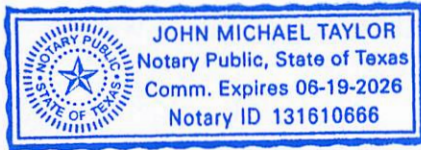
1720 Overlook, LLC
A Texas Limited Liability Company

Jennifer Hugonnett
Jennifer Hugonnett, Managing Member

Thomas Hugonnett
Thomas Hugonnett, Managing Member

STATE OF TEXAS §
COUNTY OF TRAVIS §

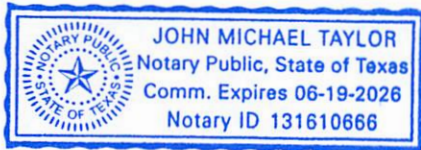
The foregoing instrument was acknowledged before me on the 23rd day of December, 2025, by Jennifer Hugonnett as Managing Member of 1720 Overlook, LLC, for the purpose therein stated.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me on the 27th day of December, 2025, by Thomas Hugonnett as Managing Member of 720 Overlook, LLC, for the purpose therein stated.



[Signature]
Notary Public, State of Texas

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

STATE OF TEXAS §
COUNTY OF TRAVIS §

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

Effective Date: December 8, 2025

Grantor(s): Chief Land Services, LLC,
a Texas Limited Liability Company

Grantor's Address: 119 Avenue B Marble Falls, TX 78654

Grantee: 1720 Overlook, LLC,
a Texas Limited Liability Company

Grantee's Address: 1106 Brazos Street Marble Falls, TX 78654

Property: See Exhibit A

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration to the undersigned paid by the Grantee herein named, the receipt and sufficiency of which is hereby acknowledged; and, as a portion of the other consideration for the conveyance herein made, Grantee shall execute and deliver to Schertz Bank & Trust (the "Noteholder"), with an address at 509 Main Street, Schertz, TX, 78154, that certain Promissory Note dated December 8, 2025, in the original principal amount of **ONE MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,300,000.00)** executed by Grantee payable to the order of Noteholder (the "Note"), and the payment of the Note shall be secured by the vendor's lien and superior title herein renewed and assigned to Noteholder and by that certain Deed of Trust ("Deed of Trust") of even date with the Note from Grantee to Mark Sunderman, as Trustee, located at 519 Main Street Schertz, TX 78154, for the benefit of Noteholder, covering the Property.

Reservations from Conveyance: Grantor hereby expressly reserves and retains for Noteholder, and Noteholder's successors and assigns, the vendor's lien, as well as the superior title, in and to the Property to secure (i) the payment of the Note, and (ii) the performance and payment by Grantee of all covenants, conditions, obligations and liabilities under the Deed of Trust. Upon the full and complete payment of the Note and satisfaction and performance of all covenants, conditions, obligations, and liabilities under the Deed of Trust, then this conveyance shall become absolute and the vendor's lien and superior title herein reserved shall be automatically released and discharged.

Exceptions to Conveyance and Warranty: Easements and right-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, and mineral severance, that affect the Property. Grantee herein assumes the ad valorem taxes for the current year.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

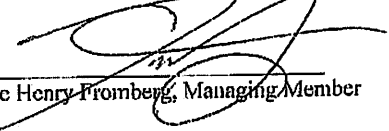
The vendor's lien against and superior title to the Property are retained until the Note described herein is fully paid according to its terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

*[Remainder of Document Intentionally Left Blank.
Signatures Appear on Following Page.]*


GRANTOR(S):

Chief Land Services, LLC,
A Texas Limited Liability Company


Chase Henry Fromberg, Managing Member

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 8 day of December,
2025, by Chase Henry Fromberg as Managing Member of Chief Land Services, LLC, A
Texas Limited Liability Company for the purposes and consideration therein expressed.


Notary Public, State of Texas

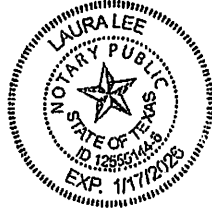


Exhibit "A"
Property Description

Tract I:

FIELD NOTES to accompany a Land Title Survey plat of a 2.45 tract of land situated in the August Hoffman Survey No. 1078, Abstract No. 1034 in Burnet County, Texas, being that same Tract I, called a 2.45 acre tract of land described in a deed to Chief Land Services, LLC, as recorded in Burnet County Clerk's Document No. 202117796 of the Official Public Records of Burnet County, Texas; said 2.45 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found under a fence, for the southerly southeast corner of said 2.45 acre tract, being the southwest corner of that called 2.06 acre tract of land, described in a deed to 1740 RV-PARK, LLC, recorded in Document No. 202407599 of the Official Public Records of Burnet County, Texas, and lying in a north line of that called 127.00 acre tract of land, described in a deed to Patricia A. Cude, recorded in Burnet County Clerk's Document No. 202120650 of the Official Public Records of Burnet County, Texas, for the southerly southeast corner hereof;

THENCE, with the south lines of said 2.45 acre tract and the north lines of said 127.00 acre tract, for the south lines hereof, the following two (2) calls:

1. S 88°33'33" W, a distance of 5.42 feet, to a 1/2-inch iron rod found on the north side a large Live Oak tree, for an angle point hereof, and
2. S 87°51'20" W, a distance of 84.01 feet, to a 1/2-inch iron rod found, for the southwest corner of said 2.45 acre tract and a southerly southeast remainder corner of that called 260.45 acre tract of land, described in a deed to James Russell Roper, recorded in Volume 1153, Page 358 of the Official Public Records of Burnet County, Texas, for the southwest corner hereof;

THENCE N 00°02'57" W, with the west line of said 2.45 acre tract and an easterly remainder line of said 260.45 acre tract, a distance of 706.91 feet, to a 1/2-inch iron rod found, for the northwest corner of said 2.45 acre tract and being an inside ell corner of the remainder of said 260.45 acre tract, for the northwest corner hereof;

THENCE N 89°56'47" E, with the north line of said 2.45 acre tract and the northerly remainder line of said 260.45 acre tract, a distance of 192.89 feet, to a 1/2-inch iron rod found, for the northeast corner of said 2.45 acre tract and the northwest corner of Tract II, called a 2.00 acre tract of, described in said Document No. 202117796, for the northeast corner hereof;

THENCE S 00°02'57" E, with the east line of said 2.45 acre tract and the west line of said 2.00 acre tract, a distance of 401.82 feet, to a 1/2-inch iron rod found, for the northerly southeast corner of said 2.45 acre tract, the southwest corner of said 2.00 acre tract and lying in the north line of said 2.06 acre tract, for the northerly southeast corner hereof;

THENCE, with a south and southerly east lines of said 2.45 acre tract and the north and east lines of said 2.06 acre tract, the following two (2) calls:

3. S 88°33'33" W, a distance of 90.37 feet, to a 1/2-inch iron rod found, for the northwest corner of said 2.06 acre tract and an inside corner of said 2.45 acre tract, for an inside corner hereof, and
4. S 02°28'05" W, a distance of 300.00 feet, to a 1/2-inch iron rod found, to the Point of Beginning and containing 2.45 acres of land, more or less.

Tract II:

FIELD NOTES to accompany a Land Title Survey plat of a 2.00 tract of land situated in the August Hoffman Survey No. 1078, Abstract No. 1034 in Burnet County, Texas, being that same Tract II, called a 2.00 acre tract of land described in a deed to Chief Land Services, LLC, as recorded in Burnet County Clerk's Document No. 202117796 of the Official Public Records of Burnet County, Texas; said 2.00 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found under a fence, for the southeast corner of said 2.00 acre tract, being the northeast corner of that called 2.06 acre tract of land, described in a deed to 1740 RV PARK, LLC, recorded in Document No. 202407599 of the Official Public Records of Burnet County, Texas, and lying in the west margin of Burnet County Road No. 401, for the southeast corner hereof;

THENCE S 88°33'33" W, with the north line of said 2.06 acre tract and the south line of said 2.00 acre tract, for the south line hereof, a distance of 209.63 feet, to a 1/2-inch iron rod found, for the southwest corner of said 2.00 acre tract and the southeast corner of Tract I, called a 2.45 acre tract of, described in said Document No. 202117796, for the southwest corner hereof;

THENCE N 00°02'57" W, with the west line of said 2.00 acre tract and the east line of said 2.45 acre tract, for the west line hereof, a distance of 401.82 feet, to a 1/2-inch iron rod found, for the northwest corner of said 2.00 acre tract, the northeast corner of said 2.45 acre tract and lying in a south line of the remainder of that called 260.45 acre tract of land, described in a deed to James Russell Roper, recorded in Volume 1153, Page 358 of the Official Public Records of Burnet County, Texas, for the northwest corner hereof;

THENCE N 89°56'47" E, with the north line of said 2.00 acre tract and the south remainder line of said 260.45 acre tract, for the north line hereof, a distance of 228.37 feet, to a 1/2-inch iron rod found, for the northeast corner of said 2.00 acre tract, a southeast corner of the remainder of said 260.45 acre tract and lying in the west margin of Burnet County Road No. 401, for the northeast corner hereof;

THENCE, with the east lines of said 2.00 acre tract and the west margin of said Burnet County Road No. 401, for the east lines hereof, the following two (2) calls:

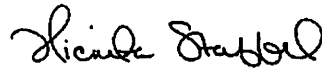
1. S 02°46'33" W, a distance of 253.26 feet, to a 3-inch pipe post found, for an angle point hereof, and
2. S 02°28'05" W, a distance of 143.94 feet, to the Point of Beginning and containing 2.00 acres of land, more or less.

**THE STATE OF TEXAS
COUNTY OF BURNET**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Burnet County, Texas.

202512489 D
12/08/2025 04:01:03 PM Total Fees: \$41.00

Vicinta Stafford, County Clerk
Burnet County, Texas



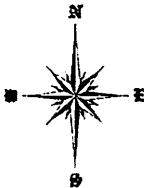
LAND TITLE SURVEY

SCALE: 1" = 100'

TRACT I: BEING 2.45 ACRES OF LAND IN THE AUGUST HOFFMAN SURVEY NO. 1078, ABSTRACT NO. 1034 IN BURNET COUNTY, TEXAS, SAID 2.45 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

TRACT II: BEING 2.00 ACRES OF LAND IN THE AUGUST HOFFMAN SURVEY NO. 1078, ABSTRACT NO. 1034 IN BURNET COUNTY, TEXAS, SAID 2.45 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

THE BASIS OF BEARINGS FOR THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE, LAMBERT GRID, CENTRAL ZONE.

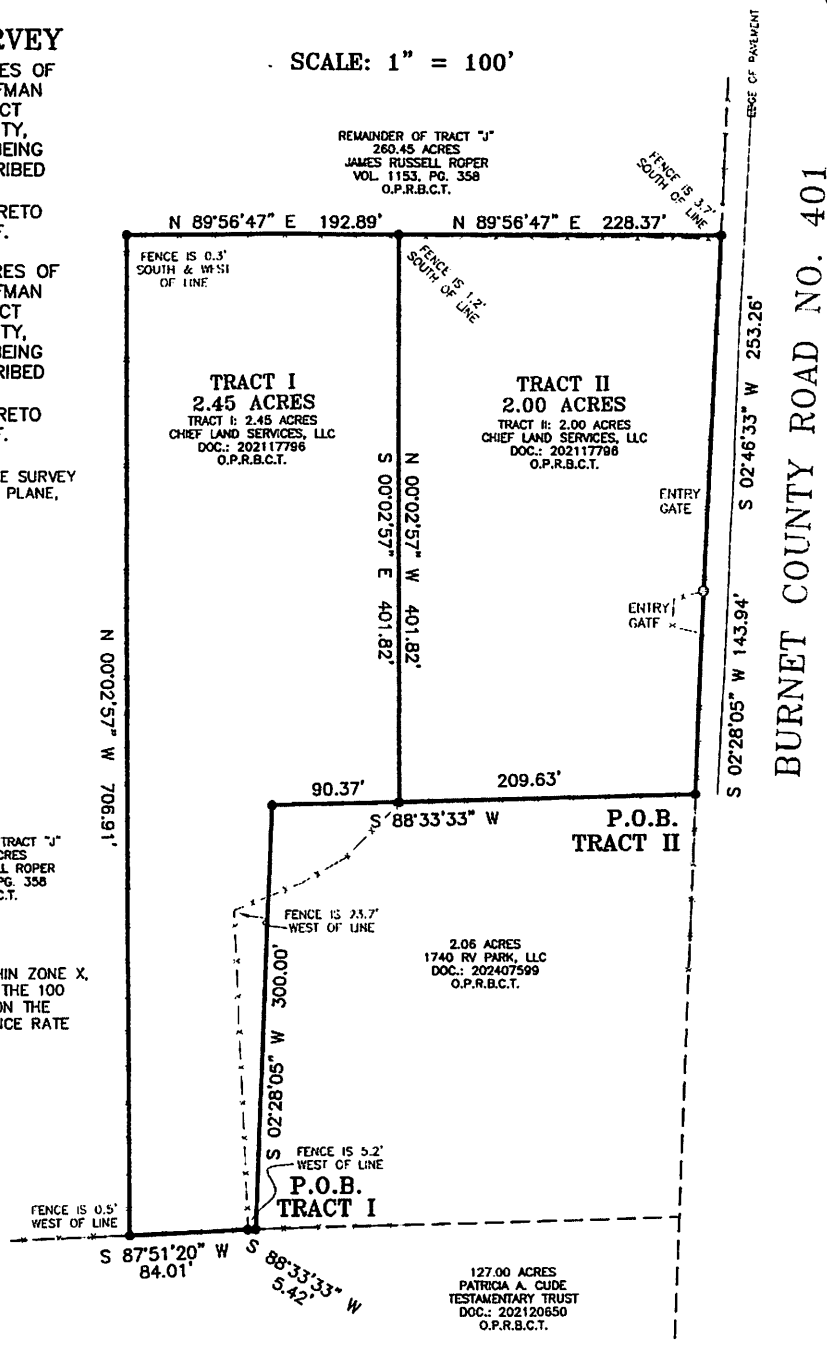


REMAINDER OF TRACT "J"
280.45 ACRES
JAMES RUSSELL ROPER
VOL. 1153, PG. 358
O.P.R.B.C.T.

THE PROPERTY SHOWN LIES WITHIN ZONE X, DETERMINED TO BE OUTSIDE OF THE 100 YEAR FLOOD PLAIN AS SHOWN ON THE BURNET COUNTY FLOOD INSURANCE RATE MAP NO. 48053C0595G, DATED NOVEMBER 1, 2019.

LEGEND

- 1/2" IRON ROD FOUND
- 3" PIPE FENCE POST FOUND
- X- WIRE FENCE
- [] RECORD INFORMATION



THE PROPERTIES SHOWN HEREON IS SUBJECT TO THE FOLLOWING:
 1. RESTRICTIONS RECORDED IN DOCS.# 201903191 AND 201901339 O.P.R.B.C.T.
 2. ALL CURRENT BURNET COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS.
 3. ANY RIGHTS OR REGULATIONS OF THE LOWER COLORADO RIVER AUTHORITY.

THE PROPERTIES SHOWN HEREON IS NOT SUBJECT TO THE FOLLOWING:
 1. DOCS.# 201209271, 201209272, 202015728 AND 202100659 O.P.R.B.C.T.

THE PROPERTIES SHOWN HEREON MAYBE SUBJECT TO THE FOLLOWING:
 1. CITY OF MARBLE FALLS ZONING AND LAND USE ORDINANCES.

EXCLUSIVELY TO PARTIES INVOLVED IN OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT OF No. KTGaus-C-25-1693, EFFECTIVE 02/23/2025.

I, TODD HOLLAND, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING MARCH, 2025, UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THERE ARE NO APPARENT ENCROACHMENTS OR OVERLAPPING OF IMPROVEMENTS WITH THE DEED LINES SHOWN EXCEPT AS SHOWN HEREON; THAT THERE ARE NO APPARENT DISCREPANCIES OR DEED LINE CONFLICTS WITH THE DEEDS SHOWN EXCEPT AS SHOWN HEREON; THAT THERE ARE NO VISIBLE UTILITY LINES EXCEPT AS SHOWN HEREON; THAT THIS PROPERTY ADJOINS A DEDICATED RIGHT-OF-WAY.

3-12-2025

DATE
 CLIENT: CHASE FROMBERG
 HOLLAND # 2025-056
 DRAWN BY: T. HOLLAND

Todd Holland

TODD HOLLAND
 REGISTERED PROFESSIONAL
 LAND SURVEYOR
 NO. 5421, STATE OF TEXAS



HOLLAND
 SURVEYING

PROFESSIONAL SURVEYING AND MAPPING SERVICES
 P.O. BOX 1647
 MARBLE FALLS, TEXAS 78654
 830-613-0558

EXHIBIT 'A'

**STATE OF TEXAS:
COUNTY OF BURNET:**

TRACT I:

FIELD NOTES to accompany a Land Title Survey plat of a 2.45 tract of land situated in the August Hoffman Survey No. 1078, Abstract No. 1034 in Burnet County, Texas, being that same Tract II, called a 2.45 acre tract of land described in a deed to Chief Land Services, LLC, as recorded in Burnet County Clerk's Document No. 202117796 of the Official Public Records of Burnet County, Texas; said 2.45 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found under a fence, for the southerly southeast corner of said 2.45 acre tract, being the southwest corner of that called 2.06 acre tract of land, described in a deed to 1740 RV PARK, LLC, recorded in Document No. 202407599 of the Official Public Records of Burnet County, Texas, and lying in a north line of that called 127.00 acre tract of land, described in a deed to Patricia A. Cude, recorded in Burnet County Clerk's Document No. 202120650 of the Official Public Records of Burnet County, Texas, for the southerly southeast corner hereof;

THENCE, with the south lines of said 2.45 acre tract and the north lines of said 127.00 acre tract, for the south lines hereof, the following two (2) calls:

1. S 88°33'33" W, a distance of 5.42 feet, to a 1/2-inch iron rod found on the north side a large Live Oak tree, for an angle point hereof, and
2. S 87°51'20" W, a distance of 84.01 feet, to a 1/2-inch iron rod found, for the southwest corner of said 2.45 acre tract and a southerly southeast remainder corner of that called 260.45 acre tract of land, described in a deed to James Russell Roper, recorded in Volume 1153, Page 358 of the Official Public Records of Burnet County, Texas, for the southwest corner hereof;

THENCE N 00°02'57" W, with the west line of said 2.45 acre tract and an easterly remainder line of said 260.45 acre tract, a distance of 706.91 feet, to a 1/2-inch iron rod found, for the northwest corner of said 2.45 acre tract and being an inside ell corner of the remainder of said 260.45 acre tract, for the northwest corner hereof;

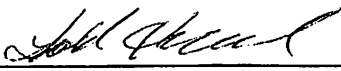
THENCE N 89°56'47" E, with the north line of said 2.45 acre tract and the northerly remainder line of said 260.45 acre tract, a distance of 192.89 feet, to a 1/2-inch iron rod found, for the northeast corner of said 2.45 acre tract and the northwest corner of Tract II, called a 2.00 acre tract of, described in said Document No. 202117796, for the northeast corner hereof;

THENCE S 00°02'57" E, with the east line of said 2.45 acre tract and the west line of said 2.00 acre tract, a distance of 401.82 feet, to a 1/2-inch iron rod found, for the northerly southeast corner of said 2.45 acre tract, the southwest corner of said 2.00 acre tract and lying in the north line of said 2.06 acre tract, for the northerly southeast corner hereof;

THENCE, with a south and southerly east lines of said 2.45 acre tract and the north and east lines of said 2.06 acre tract, the following two (2) calls:

3. S 88°33'33" W, a distance of 90.37 feet, to a 1/2-inch iron rod found, for the northwest corner of said 2.06 acre tract and an inside corner of said 2.45 acre tract, for an inside corner hereof, and
4. S 02°28'05" W, a distance of 300.00 feet, to a 1/2-inch iron rod found, to the Point of Beginning and containing 2.45 acres of land, more or less.

THE BASIS OF BEARINGS FOR THIS SURVEY IS TEXAS STATE PLANE, LAMBERT GRID,
TEXAS CENTRAL ZONE.



Todd Holland
Registered Professional Land Surveyor No. 5421
March 12, 2025



EXHIBIT 'B'

STATE OF TEXAS:
COUNTY OF BURNET:

TRACT II:

FIELD NOTES to accompany a Land Title Survey plat of a 2.00 tract of land situated in the August Hoffman Survey No. 1078, Abstract No. 1034 in Burnet County, Texas, being that same Tract II, called a 2.00 acre tract of land described in a deed to Chief Land Services, LLC, as recorded in Burnet County Clerk's Document No. 202117796 of the Official Public Records of Burnet County, Texas; said 2.00 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½-inch iron rod found under a fence, for the southeast corner of said 2.00 acre tract, being the northeast corner of that called 2.06 acre tract of land, described in a deed to 1740 RV PARK, LLC, recorded in Document No. 202407599 of the Official Public Records of Burnet County, Texas, and lying in the west margin of Burnet County Road No. 401, for the southeast corner hereof;

THENCE S 88°33'33" W, with the north line of said 2.06 acre tract and the south line of said 2.00 acre tract, for the south line hereof, a distance of 209.63 feet, to a 1/2-inch iron rod found, for the southwest corner of said 2.00 acre tract and the southeast corner of Tract I, called a 2.45 acre tract of, described in said Document No. 202117796, for the southwest corner hereof;

THENCE N 00°02'57" W, with the west line of said 2.00 acre tract and the east line of said 2.45 acre tract, for the west line hereof, a distance of 401.82 feet, to a 1/2-inch iron rod found, for the northwest corner of said 2.00 acre tract, the northeast corner of said 2.45 acre tract and lying in a south line of the remainder of that called 260.45 acre tract of land, described in a deed to James Russell Roper, recorded in Volume 1153, Page 358 of the Official Public Records of Burnet County, Texas, for the northwest corner hereof;

THENCE N 89°56'47" E, with the north line of said 2.00 acre tract and the south remainder line of said 260.45 acre tract, for the north line hereof, a distance of 228.37 feet, to a 1/2-inch iron rod found, for the northeast corner of said 2.00 acre tract, a southeast corner of the remainder of said 260.45 acre tract and lying in the west margin of Burnet County Road No. 401, for the northeast corner hereof;

THENCE, with the east lines of said 2.00 acre tract and the west margin of said Burnet County Road No. 401, for the east lines hereof, the following two (2) calls:

1. S 02°46'33" W, a distance of 253.26 feet, to a 3-inch pipe post found, for an angle point hereof, and
2. S 02°28'05" W, a distance of 143.94 feet, to the Point of Beginning and containing 2.00 acres of land, more or less.

THE BASIS OF BEARINGS FOR THIS SURVEY IS TEXAS STATE PLANE, LAMBERT GRID,
TEXAS CENTRAL ZONE.



Todd Holland
Registered Professional Land Surveyor No. 5421
March 12, 2025



January 20, 2026

7. REGULAR AGENDA

- (e) Discussion and Action on a petition to release the following property from the City's extraterritorial jurisdiction: 2.06-acre tract of land located at 1740 CR 401 N (Burnet County Property ID 107398). *Christina McDonald, City Secretary*
-



Council Agenda Item Cover Memo
January 20, 2026

Agenda Item No.: 7(e)
Presenter: Christina McDonald, City Secretary
Department: Administration
Legal Review: N/A

AGENDA CAPTION

Discussion and Action on a petition to release the following property from the City's extraterritorial jurisdiction: 2.06-acre tract of land located at 1740 CR 401 N (Burnet County Property ID 107398).

BACKGROUND INFORMATION

This item has been placed on the agenda for Council to consider a petition submitted to the City for release from the City's ETJ.

BUDGET IMPLICATIONS

Current Budget New Budget Request Non-Budgetary

STAFF RECOMMENDATION

Staff recommends denial of the petition to release the property from the City's ETJ.

1740 CR 401 N

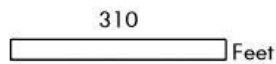
ETJ Release



Legend

- Subject Area
- Property Boundaries
- Burnet County Address Points

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate relative location of features and boundaries.



Folder: G:\Department Projects\City Secretary\ETJ Release\

Date Expired:

1740 CR 401 N

ETJ Release



Legend

- Subject Area
- Property Boundaries
- Burnet County Address Points

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate relative location of features and boundaries.

310



TAYLOR & COUGHLIN ATTORNEYS AT LAW

December 23, 2025

Marble Falls City Secretary's Office
C/o Christine McDonald,
800 3rd Street
Marble Falls, TX 78654

RECEIVED
DEC 23 2025
City Secretary's Office

CM

RE: SB 2038 Petition – 1740 CR 401 N MARBLE FALLS, TX 78654

Dear Ms. McDonald -

1740 RV Park, LLC, a Texas Limited Liability Company owns that certain tract of land located at 1740 CR 401 N., Marble Falls, Texas 78654 (Burnet County Property ID: 107398) (the "Property"). The Property is identified by deed, metes and bounds legal description, survey, address, and appraisal district data attached hereto as Exhibit "A" and incorporated herein. As the sole owner of the Property 1740 RV Park, LLC represents a majority in value title holder of the land described in this petition.

This letter is being provided to serve as a formal petition to release the subject property from the City of Marble Falls Extraterritorial Jurisdiction (ETJ). This petition for release is allowed per Local Government Code (LGC), Chapter 42, Subchapter D, which was enacted by the by the Legislature of the State of Texas through Senate Bill 2038, effective September 1, 2023. Per LGC Section 42.101, the property is not located: within five miles of the boundary of a military base, in an area that was voluntarily annexed into the ETJ, within an ETJ of a municipality with a population of more than 1.4 million, in an area designated as an industrial district under Section 42.044, or in an area subject to a strategic partnership agreement entered into under Section 43.0751.

The undersigned, Jennifer Hugonnett of 1130 Indian Mound Rd., Spicewood, Texas 78669 whose date of birth is August 23, 1969, has full authority to sign on behalf of the holder of title of the land as required by LGC Section 42.104(a)(2).

The undersigned, Thomas Hugonnett of 1130 Indian Mound Rd., Spicewood, Texas 78669 whose date of birth is July 18, 1967, has full authority to sign on behalf of the holder of title of the land as required by LGC Section 42.104(a)(2).

As required by LGC Section 42.104(d), attached are copies of the Burnet CAD Property Details, a recent property survey, and a metes and bounds description of the property.

Attachments:

Burnet CAD Property Details
General Warranty Deed
Property Survey Dated February 19, 2024
Metes & Bounds Field Notes
Texas Secretary of State Certificate of Formation for 1740 RV Park, LLC
Certificate of LLC Resolutions of 1740 RV Park, LLC
Texas Driver's License for Jennifer Hugonnett & Thomas Hugonnett

5926 BALCONES DRIVE, SUITE 100
AUSTIN, TEXAS 78731

www.TaylorCoughlin.com
JOHN.TAYLOR@TAYLORCOUGHLIN.COM

OFFICE: 512.920.1340
CELL: 903.746.3395

Respectfully Submitted,

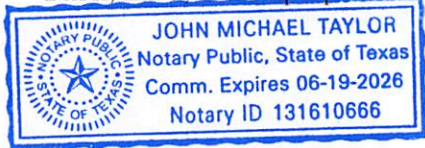
1740 RV PARK, LLC
A Texas Limited Liability Company


Jennifer Hugonnett, Managing Member


Thomas Hugonnett, Managing Member

STATE OF TEXAS §
COUNTY OF TRAVIS §

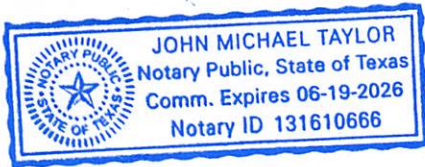
The foregoing instrument was acknowledged before me on the 23rd day of December, 2025, by **Jennifer Hugonnett** as **Managing Member** of **1740 RV Park, LLC**, for the purpose therein stated.

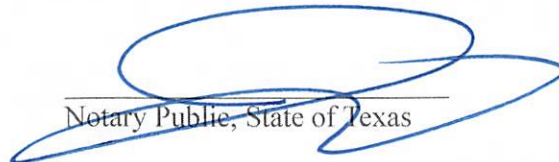



Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me on the 23rd day of December, 2025, by **Thomas Hugonnett** as **Managing Member** of **1740 RV Park, LLC**, for the purpose therein stated.




Notary Public, State of Texas

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

GENERAL WARRANTY DEED

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

THAT THE UNDERSIGNED, LAF Investments, LLC, a Texas Limited Liability Company, hereinafter referred to, whether one or more, as a “Grantor,” for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto 1740 RV Park, LLC, a Texas Limited Liability Company hereinafter referred to, whether one or more, as “Grantee” whose mailing address is 815 Brazos St, Ste 500 Austin TX 78701, all of Grantor’s undivided right, title and interest in and to the real property described as follows (the “Property”):

FIELD NOTES to accompany a Land Survey plat of a 2.06 tract of land situated in the August Hoffman Survey No. 1078, Abstract No. 1034 in Burnet County, Texas, being that same 2.06 acre tract of land [see Survey’s Note below] described in a deed to Chris Mullins and Irene Mullins, as recorded in Burnet County Clerk’s Document No. 201403552 of the Official Public Records of Burnet County, Texas; said 2.06 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½”-inch iron rod found, on the south side of a cedar fence post, for the southeast corner of said 2.06 acre tract, the northeast corner of that called 127.00 acre tract of land, described in a deed to Patricia A. Cude, recorded in Burnet County Clerk’s Document No. 202120650 of the Official Public Records of Burnet County, Texas, and lying in the west margin of Burnet County Road No. 401, for the southeast corner hereof;

THENCE S 88°33’39” W [S 88°33’33” W], with the south line of said 2.06 acre tract and a north line of said 127.00 acre tract, for the south line hereof, a distance of 300.31 feet [300.00’], to a ½-inch iron rod found, for the southwest

corner of said 2.06 acre tract and the southerly southeast corner of Tract II, called a 2.45 acre tract of land, described in a deed to Chief Land Services, LLC, recorded in Burnet County Clerk's Document No. 202117796 of the Official Public Records of Burnet County, Texas, for the southwest corner hereof;

THENCE N 02°29'04" E [N 02°28'05" E], with the west line of said 2.06 acre tract and the southerly east line of said 2.45 acre tract, for the west line hereof, a distance of 300.05 feet [300.00'], to a ½-inch iron rod found, for the northwest corner of said 2.06 acre tract and an inside corner of said 2.45 acre tract, for the northwest corner hereof;

THENCE N 88°30'45" E [N 88°33'33" E] , with the north line of said 2.06 acre tract and northerly south line of said 2.45 acre tract, for the north line hereof, passing at a distance of 96.8' feet, the northerly southeast corner of said 2.45 acre tract and the southwest corner of Tract I, called a 2.00 acre tract in said Document No. 202117796, continuing with the south line of said 2.00 acre tract, a total distance of 299.99 feet [300.00'], to a ½ -inch iron rod found, on the north side of pipe fence post, for the northeast corner of said 2.06 acre tract, the southeast corner of said 2.00 acre tract and lying in the west margin of Burnet County Road No. 401, for the northeast corner hereof;

THENCE S 02°25'08" W [S 02°28'05" W], with the east line of said 2.06 acre tract and the west margin of said Burnet County Road No. 401, for the east line hereof, a distance of 300.28 feet [300.00'], to the Point of Beginning and containing 2.06 acres of land, more or less.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto anyway belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor hereby binds Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

Exceptions to Conveyance and Warranty; Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby fees, taxes, and assessments by any taxing authority for the year 2024 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; validly existing utilities easements created by the dedication deed or plat of the subdivision in which the Property is located; validly existing reservations or exceptions approved in writing by Grantee and described in Schedule B of the Owner Policy for Title Insurance issued to Grantee as part of this transaction; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; homestead or community property or survivorship rights, if any, of

any spouse of Grantee; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) statutory water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.

Taxes for the current year have been prorated and are assumed by Grantee.

EXECUTED as of the date of the acknowledgment to be effective as of the 30 day of July 2024.

*[Remainder of Document Intentionally Left Blank.
Signatures Appear on Following Page.]*

GRANTOR(S):

LAF Investments, LLC,
a Texas Limited Liability Company

By: Jeff Ford

Name: JF

Its: Managing member

STATE OF TEXAS §
COUNTY OF ~~TRAVIS~~ Burnet §

This instrument was acknowledged before me on the 30th day of July,
2024, by Jeff Ford the Managing Member of LAF
Investments, LLC, a Texas Limited Liability Company for the purposes and consideration
therein expressed.

Britany G. Dodley, Notary Public
Notary Public, State of Texas



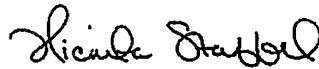
AFTER RECORDING RETURN TO:
Taylor & Coughlin PLLC
5926 Balcones Drive, Suite 100
Austin, Texas 78731

**THE STATE OF TEXAS
COUNTY OF BURNET**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Burnet County, Texas.

202407599 D
07/31/2024 12:32:13 PM Total Fees: \$37.00

Vicinta Stafford, County Clerk
Burnet County, Texas



LAND SURVEY

BEING 2.06 ACRES OF LAND IN THE AUGUST HOFFMAN SURVEY NO. 1078, ABSTRACT NO. 1034 IN BURNET COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SCALE: 1" = 60'

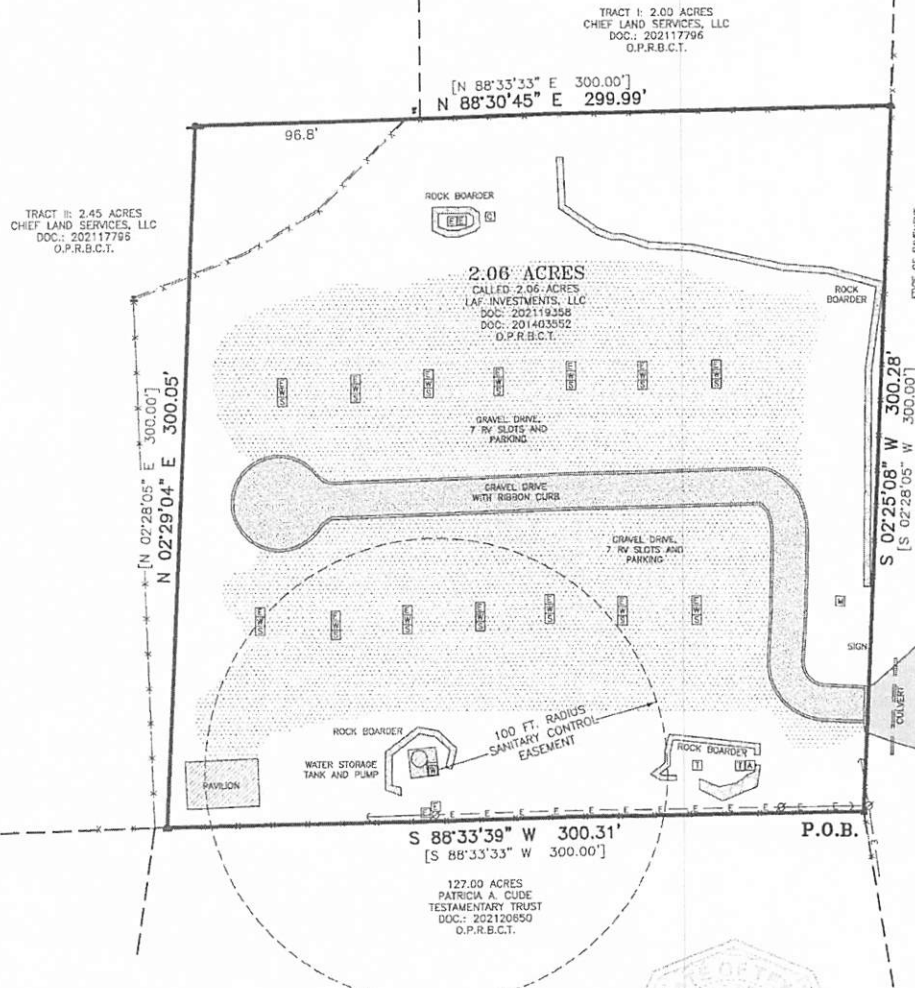
THE BASIS OF BEARINGS FOR THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE, LAMBERT GRID, CENTRAL ZONE. ESTABLISHED WITH LCRA CONTROL POINT ABS4.

SURVEYOR'S NOTE:

FIRST, THE 2.06 ACRE TRACT OF LAND SHOWN HEREON IS THE 2.06 ACRE TRACT OF LAND ORIGINALLY CONVEYED, SHOWN BY PLAT AND DESCRIBED BY METES AND BOUNDS, IN A DEED FROM JAMES RUSSELL ROPER TO CHRIS MULLINS AND IRENE MULLINS IN DOCUMENT NO. 201403552 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS [O.P.R.B.C.T.]. SECOND, CHRIS MULLINS AND IRENE MULLINS CONVEYED A 2.06 ACRE TRACT OF LAND, WITHOUT PLAT OR METES AND BOUNDS DESCRIPTION, TO JCI REAL ESTATE, LLC, IN DOCUMENT NO. 201603377 O.P.R.B.C.T. THIRD, JCI REAL ESTATE, LLC, CONVEYED [ERRONEOUSLY] ANOTHER 2.06 ACRE TRACT OF LAND, WITH METES AND BOUNDS DESCRIPTION, TO LAF INVESTMENTS, LLC IN DOCUMENT NO. 202119358 O.P.R.B.C.T. THE DIFFERENCE IN THE ORIGINALLY CONVEYED 2.06 ACRE TRACT AND THE ERRONEOUS 2.06 WAS DISCOVERED AND THE SURVEY SHOWN HEREON IS PART OF THE CORRECTION PROCESS. THE SURVEY SHOWN HEREON REFLECTS THE ORIGINAL 2.06 ACRE TRACT CONVEYED IN SAID DOCUMENT NO. 201403552 O.P.R.B.C.T.

LEGEND

- 1/2" IRON ROD FOUND
- ELECTRIC UTILITY
- WATER WELL
- SEWER INLET
- SEWER ALARM
- SEWER TANK LID
- INTERNET TOWER
- MAIL BOX
- X- WIRE FENCE
- E- OVERHEAD UTILITY
- POWER POLE
- J- GUY WIRE
- [] RECORD INFORMATION



THE PROPERTY SHOWN LIES WITHIN ZONE X, DETERMINED TO BE OUTSIDE OF THE 100 YEAR FLOOD PLAIN AS SHOWN ON THE BURNET COUNTY FLOOD INSURANCE RATE MAP NO. 48053C05956, DATED NOVEMBER 1, 2019.

THE SURVEY SHOWN HEREON WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THERE MAY BE OTHER EASEMENTS OR ENCUMBRANCES THAT MAY AFFECT THIS PROPERTY THAT IS SHOWN HEREON.

I, TODD HOLLAND, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON DURING FEBRUARY, 2024, UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THIS PROPERTY ADJOINS A DEDICATED RIGHT-OF-WAY.

2-19-2024
DATE
CLIENT: JEFF FORD
HOLLAND #: 2024-015
DRAWN BY: T. HOLLAND

Todd Holland
TODD HOLLAND
REGISTERED PROFESSIONAL
LAND SURVEYOR
NO. 5421, STATE OF TEXAS



HOLLAND
SURVEYING
PROFESSIONAL SURVEYING AND MAPPING SERVICES
P.O. BOX 1647
MARBLE FALLS, TEXAS 78654
830-798-8850

EXHIBIT 'A'

STATE OF TEXAS:
COUNTY OF BURNET:

FIELD NOTES to accompany a Land Survey plat of a 2.06 tract of land situated in the August Hoffman Survey No. 1078, Abstract No. 1034 in Burnet County, Texas, being that same 2.06 acre tract of land [see Survey's Note below] described in a deed to Chirs Mullins and Irene Mullins, as recorded in Burnet County Clerk's Document No. 201403552 of the Official Public Records of Burnet County, Texas; said 2.06 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½-inch iron rod found, on the south side of a cedar fence post, for the southeast corner of said 2.06 acre tract, the northeast corner of that called 127.00 acre tract of land, described in a deed to Patricia A. Cude, recorded in Burnet County Clerk's Document No. 202120650 of the Official Public Records of Burent County, Texas, and lying in the west margin of Burnet County Road No. 401, for the southeast corner hereof;

THENCE S 88°33'39" W [S 88°33'33" W], with the south line of said 2.06 acre tract and a north line of said 127.00 acre tract, for the south line hereof, a distance of 300.31 feet [300.00'], to a ½-inch iron rod found, for the southwest corner of said 2.06 acre tract and the southerly southeast corner of Tract II, called a 2.45 acre tract of land, described in a deed to Chief Land Services, LLC, recorded in Burnet County Clerk's Document No. 202117796 of the Official Public Records of Burnet County, Texas, for the southwest corner hereof;

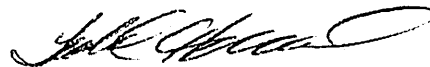
THENCE N 02°29'04" E [N 02°28'05" E], with the west line of said 2.06 acre tract and the southerly east line of said 2.45 acre tract, for the west line hereof, a distance of 300.05 feet [300.00'], to a 1/2-inch iron rod found, for the northwest corner of said 2.06 acre tract and an inside corner of said 2.45 acre tract, for the northwest corner hereof;

THENCE N 88°30'45" E [N 88°33'33" E], with the north line of said 2.06 acre tract and northerly south line of said 2.45 acre tract, for the north line hereof, passing at a distance of 96.8' feet, the northerly southeast corner of said 2.45 acre tract and the southwest corner of Tract I, called a 2.00 acre tract in said Document No. 202117796, continuing with the south line of said 2.00 acre tract, a total distance of 299.99 feet [300.00'], to a ½-inch iron rod found, on the north side of pipe fence post, for the northeast corner of said 2.06 acre tract, the southeast corner of said 2.00 acre tract and lying in the west margin of Burnet County Road No. 401, for the northeast corner hereof;

THENCE S 02°25'08" W [S 02°28'05" W], with the east line of said 2.06 acre tract and the west margin of said Burnet County Road No. 401, for the east line hereof, a distance of 300.28 feet [300.00'], to the Point of Beginning and containing 2.06 acres of land, more or less.

SURVEYOR'S NOTE:

FIRST, THE 2.06 ACRE TRACT OF LAND SHOWN SHOWN HEREON IS THE 2.06 ACRE TRACT OF LAND ORIGINALLY CONVEYED, SHOWN BY PLAT AND DESCRIBED BY METES AND BOUNDS, IN A DEED FROM JAMES RUSSELL ROPER TO CHRIS MULLINS AND IRENE MULLINS IN DOCUMENT NO. 201403552 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS [O.P.R.B.C.T.]. SECOND, CHRIS MULLINS AND IRENE MULLINS CONVEYED A 2.06 ACRE TRACT OF LAND, WITHOUT PLAT OR METES AND BOUNDS DESCRIPTION, TO JCI REAL ESTATE, LLC, IN DOCUMENT NO. 201603377 O.P.R.B.C.T. THIRD, JCI REAL ESTATE, LLC, CONVEYED [ERRONEOUSLY] ANOTHER 2.06 ACRE TRACT OF LAND, WITH METES AND BOUNDS DESCRIPTION, TO LAF INVESTMENTS, LLC IN DOCUMENT NO. 202119358 O.P.R.B.C.T. THE DIFFERENCE IN THE ORIGINALLY CONVEYED 2.06 ACRE TRACT AND THE ERRONEOUS 2.06 WAS DISCOVERED AND THE SURVEY SHOWN HEREON IS PART OF THE CORRECTION PROCESS. THE METES AND BOUNDS HEREON REFLECTS THE ORIGINAL 2.06 ACRE TRACT DESCRIBED IN DOCUMENT NO. 201403552 O.P.R.B.C.T.



Todd Holland
Registered Professional Land Surveyor No. 5421
February 19, 2024

