



**NOTICE OF MEETING  
GOVERNING BODY OF MARBLE FALLS, TEXAS  
March 3, 2026 – 6:00 pm**

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

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Notice is hereby given that on the 3<sup>rd</sup> day of March 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 the Marble Falls Highland Lakes Area Chamber of Commerce. *Kim Kankel, Executive Director*
  - Update from the Parks and Recreation Department. *Lacey Dingman, Director*
5. **CITIZEN COMMENTS.** *This is an opportunity for citizens to address the City Council concerning an issue of community interest that is not on the agenda. Comments on a specific agenda item must be made when the agenda item comes before the Council. The Mayor may place a time limit on all comments. Any deliberation of an issue raised during Citizen Comments is limited to a statement of fact regarding the item; a statement concerning the policy regarding the item or a proposal to place the item on a future agenda.*
6. **CONSENT AGENDA.** *The items listed are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which case the item will be removed from the Consent Agenda prior to a motion and vote. The item will be considered in its normal sequence on the Regular Agenda.*
  - (a) Approval of the minutes of the February 17, 2026 regular meeting. *Christina McDonald, City Secretary*

(b) Acceptance of the Marble Falls Police Department Annual Contact Report. *Glenn Hanson, Chief of Police*

(c) Approval of Resolution 2026-R-03A, a resolution allowing for the submission of an application to the Office of the Governor (OOG) under the Edward Byrne Memorial Justice Assistance Grant (JAG) to purchase two SpeedAlert 24 radar message sign trailers from All Traffic Solutions. *Glenn Hanson, Chief of Police*

**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-03A regarding a zoning map amendment (rezoning) request for 26.167 acres out of The Highlands Subdivision out of the Phillip H. Cammans Survey No. 125, Abstract No. 183, the C.D. Ball Survey No. 25, Abstract No. 126, the Mary W. Rhodes Survey No. 207, Abstract No. 731, Burnet County, Texas. *Scarlet Moreno, Director of Development Services*

- i. Parcel 8- 19.96 acres to be rezoned from Neighborhood Commercial zoning district (NC) to Rural Estate (RE) zoning district,
- ii. Parcel 10- 4.204 acres to be rezoned from Neighborhood Commercial (NC) zoning to General Commercial (GC) zoning, and
- iii. Parcel 11- 2.003 acres to be rezoned from Neighborhood Commercial (NC) zoning to General Commercial (GC) zoning.

(b) Discussion and Action on the award of a Professional Services Agreement with The Estes Group, LLC, in an amount not to exceed \$30,441.00, to provide preliminary engineering services for the US Hwy. 281 and Second Street Improvements Project and authorize the City Manager to execute the agreement. *Bill Neve, Engineering Project Manager*

(c) Discussion and Acceptance of the proposed Fiscal Year 2026/2027 Budget Calendar. *Caleb Kraenzel, City Manager*

**8. CITY MANAGER'S REPORT**

- Textedly Messaging Campaign

**9. EXECUTIVE SESSION** CLOSE OPEN SESSION AND CONVENE EXECUTIVE SESSION Pursuant to §551.072 (*Deliberation Regarding the Purchase, Exchange, Lease or Value of Real Property*) of the Open Meetings Act. *Tex. Gov't Code*, Council will meet in Executive Session to discuss the following:

- Discussion regarding the acquisition, lease, or value of real property

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

**11. ANNOUNCEMENTS AND FUTURE AGENDA ITEMS**

**12. ADJOURNMENT**

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

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

*In compliance with the Americans with Disabilities Act, the City of Marble Falls will provide for reasonable accommodations for persons attending City Council Meetings. To better serve you, requests should be received 24 hours prior to the meeting. Please contact Ms. Christina McDonald, City Secretary at 830.798.7060.*

**Certificate of Posting**

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



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Christina McDonald, TRMC  
City Secretary

**March 3, 2026**

**6. CONSENT AGENDA**

- (a) Approval of the minutes of the March 3, 2026 regular meeting. *Christina McDonald, City Secretary*
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**STATE OF TEXAS  
COUNTY OF BURNET  
CITY OF MARBLE FALLS**

**On the 17<sup>th</sup> day of February 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.**

**PRESENT:** John Packer Mayor  
Craig Magerkurth Mayor Pro-Tem  
Dee Haddock Councilmember  
Lauren Haltom Councilmember (arrived at 6:10 p.m.)  
Griff Morris Councilmember  
Richard Westerman Councilmember

**ABSENT:** Karlee Hubble Councilmember (excused)

**STAFF:** Caleb Kraenzel City Manager  
Russell Sander Assistant City Manager  
Christina McDonald City Secretary  
Josh Brockman Weber City Attorney  
Hannah Kadow Planner  
Jeremy Qualls Building Official  
Scralet Moreno Director of Development Services  
James Kennedy Director of Public Works  
Jay Everett Assistant Director of Public Works  
Tommy Crane Fire Chief  
Coy Guenter Assistant Fire Chief/Fire Marshal  
Glenn Hanson Police Chief  
Trisha Ratliff Assistant Police Chief  
Erin Burks Downtown and Marketing Manager  
Lacey Dingman Parks and Recreation Director  
Angel Alvarado Human Resources Director  
Kayla Gostnell Tourism Manager

**VISITORS:** Raymond Whelan (The Highlander), Dakota Morrissiey (Daily Trib) Gregory Miller, Attorney (Bickerstaff, Heath, Delgado, Acosta), Mark McLiney and Jack McLiney (SAMCO Financial Advisors), Carlie Bond, Maci Cottingham (Daily Trib), Nash Mock (Trihydro), Colbey Bullock (Trimbuilt), Kimberly Thompson (Reliance Architecture), Robert Adams (Plummers Associates), Rick Rosenburg), Mark Mayfield (EDC Board Member/Council Candidate), Johnny Campbell (Executive Director MFAEMS), Ricardo Martinez (Martinez Architects), Rob Hayslip (Project Analyst P3 Works), Kevin Little (MGC Contractors), David Engleman (Attorney Metcalfe Wolff Stuart & Williams)

1. **CALL TO ORDER AND ANNOUNCE QUORUM IS PRESENT.** Mayor Packer called the meeting to order at 6:00 p.m. and announced the presence of a quorum.
2. **INVOCATION.** Councilmember Haddock gave the invocation.
3. **PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES AND TO THE TEXAS FLAG.** Mayor Pro-Tem Magerkurth led the pledges.
4. **UPDATES, PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS.** Kayla Gostnell, Tourism Manager provided an update from the Marble Falls Convention and Visitors Bureau.
5. **CITIZEN COMMENTS.** There were no citizen comments.
6. **CONSENT AGENDA.**
  - (a) **Approval of the minutes of the February 3, 2026 regular meeting.** Councilmember Morris moved to approve the consent agenda. Councilmember Haddock seconded the motion. The consent agenda was approved by a vote of 5-0.
7. **REGULAR AGENDA.**
  - (a) **Discussion and Action on the award and execution of a construction agreement with the selected contractor, in an amount not to exceed \$5,732,798.24 to perform work required for the construction of the Fire Station No. 2 facility and offsite improvements and authorize the City Manager to execute the agreement.** Tommy Crane, Fire Chief addressed Council. Mayor Pro-Tem Magerkurth made a motion to award the construction agreement to Trimbuilt in an amount not to exceed \$5,732,798.24 to perform work required for the construction of Fire Station No. 2 and offsite improvements and authorize the City Manager to execute the agreement. Councilmember Morris seconded the motion. The motion carried by a vote of 6-0.
  - (b) **Discussion and Action on an Operating Agreement for Western Region Radio System.** Russell Sander, Assistant City Manager addressed the Council. Councilmember Haddock moved to approve the Operating Agreement for Western Region Radio System. Councilmember Haltom seconded the motion which carried by a unanimous vote (6-0).

**Mayor Packer opened items 7(c) through 7(f).** City Manager Caleb Kraenzel addressed Council, followed by Gregory Miller, Attorney Bickerstaff Heath Delgado Acosta

- (c) **Discussion and Action on Resolution 2026-R-02E determining the Costs of Certain Authorized Improvements to be Financed by the Manzano Mile Public Improvement District (The Highlands); Approving a Preliminary Service and Assessment Plan, Including Proposed Assessment Rolls; Calling a Regular Meeting and Noticing a Public Hearing for March 17, 2026 to Consider an Ordinance Levying Assessments on Property**

**Located within the Major Improvement Area of the Manzano Mile Public Improvement District (The Highlands); Directing the Filing of the Proposed Assessment Rolls with the City Secretary to Make Available for Public Inspection; Directing City Staff to Publish and Mail Notice of Said Public Hearing; and Resolving Other Matters Incident and Related Thereto.** Councilmember Haddock moved to approve Resolution 2026-R-02E. Mayor Pro-Tem Magerkurth seconded the motion. The motion carried by a vote of 6-0.

- (d) **Discussion and Action on Resolution 2026-R-02F determining the Costs of Certain Authorized Improvements to be Financed by the Manzano Mile Public Improvement District (The Highlands); Approving a Preliminary Service and Assessment Plan, Including Proposed Assessment Rolls; Calling a Regular Meeting and Noticing a Public Hearing for March 17, 2026 to Consider an Ordinance Levying Assessments on Property Located within the Improvement Area #1 of the Manzano Mile Public Improvement District (The Highlands); Directing the Filing of the Proposed Assessment Rolls with the City Secretary to Make Available for Public Inspection; Directing City Staff to Publish and Mail Notice of Said Public Hearing; and Resolving Other Matters Incident and Related Thereto.** Mayor Pro-Tem Magerkurth moved to approve Resolution 2026-R-02F. Councilmember Haltom seconded the motion. The motion carried by a vote of 6-0.
- (e) **Discussion and Action on Resolution 2026-R-02G, a resolution approving the Form and Authorizing the Distribution of a Preliminary Limited Offering Memorandum for City of Marble Falls, Texas Special Assessment Revenue Bonds, Series 2026 (Manzano Mile Public Improvement District (The Highlands) Major Improvement Area Project).**Councilmember Haddock moved to approve Resolution 2026-R-0G. Councilmember Haltom seconded the motion. The motion carried by a vote of 6-0.
- (f) **Discussion and Action on Resolution 2026-R-02H, a resolution approving the Form and Authorizing the Distribution of a Preliminary Limited Offering Memorandum for City of Marble Falls, Texas Special Assessment Revenue Bonds, Series 2026 (Manzano Mile Public Improvement District Improvement (The Highlands) Area #1 Project).** Mayor Pro-Tem Magerkurth moved to approve Resolution 2026-R-02H. Councilmember Haddock seconded the motion. The motion carried by a vote of 6-0.

**Mayor Pro-Tem Magerkurth recused himself from the proceedings, citing a conflict of interest. City Secretary Christina McDonald confirmed that an affidavit has been duly filed.**

- (g) **Discussion and Action on Amendment No. 2 to the Construction Manager at Risk Agreement between the City of Marble Falls and MGC Contractors, Inc. related to the GMP-2 proposal for the construction of the One Water, Three (3) Million Gallon per Day (MGD), Water Reclamation Plant in an amount not to exceed \$57,870,477.87.** Caleb Kraenzel, City Manager addressed the Council. Councilmember Haddock moved to approve Amendment No. 2 to the construction manager at risk agreement between the City of Marble Falls and MGC Contractors related to GMP-2 in an amount not to exceed

\$57,870,477.87. Councilmember Morris seconded the motion. The motion carried by a vote of 5-0, with Mayor Pro-Tem Magerkurth abstaining.

8. **CITY MANAGER’S REPORT.** City Manager Caleb Kraenzel provided Council with an update on recent Traffic Control Committee action.

6:51 p.m. Council convened to Executive Session

7:06 p.m. Council returned to Open Session

9. **EXECUTIVE SESSION CLOSE OPEN SESSION AND CONVENE EXECUTIVE SESSION Pursuant to §551.071 (Private Consultation between the Council and its Attorney) of the Open Meetings Act. Tex. Gov’t Code, Council will meet in Executive Session to discuss the following:**

- Consultation with City Attorney regarding pending utility claim

10. **RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ITEMS DISCUSSED IN EXECUTIVE SESSION.** Councilmember Haddock moved to authorize payment in the amount directed in Executive Session and authorize the City Manager to execute a settlement agreement subject to City Attorney approval. Mayor Pro-Tem Magerkurth seconded the motion. The motion carried by a unanimous vote (6-0).

11. **ANNOUNCEMENTS AND FUTURE AGENDA ITEMS.** Staff reviewed the March 3 draft agenda with Council.

12. **ADJOURNMENT.** There being no further business to discuss, Councilmember Haltom moved to adjourn. Mayor Pro-Tem Magerkurth seconded the motion. The meeting was adjourned at 7:10 pm.

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John Packer, Mayor

ATTEST:

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Christina McDonald, TRMC  
City Secretary

**March 3, 2026**

**6. CONSENT AGENDA**

(b) Acceptance of the Marble Falls Police Department Annual Contact Report. *Glenn Hanson, Chief of Police*

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**Council Agenda Item Cover Memo**  
**March 3, 2026**

**Agenda Item No.:** 6(b)  
**Presenter:** Glenn Hanson, Chief of Police  
**Department:** Police Department  
**Legal Review:**   N/A

**AGENDA CAPTION**

Acceptance of the Marble Falls Police Department Annual Contact Report.

**BACKGROUND INFORMATION**

In 2001, the Texas Legislature passed the Texas Racial Profiling Law (S.B. 1074). Since becoming effective, the Marble Falls Police Department, in accordance with the law, has collected contact data for the purpose of identifying and addressing (if necessary) concerns regarding racial profiling practices by police officers.

In this report, you will find documentation supporting the fact that the Marble Falls Police Department has complied with the Texas Racial Profiling Law. This report also contains statistical data relevant to motor vehicle contact between January 1, 2025, and December 31, 2025. The data and supporting documentation presented in this report support the notion that the Marble Falls Police Department is committed to the identification and resolution (if necessary) of all issues relevant to racial profiling according to state law.

**BUDGET IMPLICATIONS**

Current Budget       New Budget Request       Non-Budgetary

**STAFF RECOMMENDATION**

Staff recommends Council accept the Marble Falls Police Departments Annual Contact Report for 2025.

# The Marble Falls Police Department Annual Contact Report ~2025~



March 3, 2026

Marble Falls City Council  
Marble Falls, Texas 78654

Dear Distinguished Members of the City Council,

In 2001, the Texas Legislature passed the Texas Racial Profiling Law (S.B. 1074). Since becoming effective, the Marble Falls Police Department, in accordance with the law, has collected contact data for the purpose of identifying and addressing (if necessary) concerns regarding racial profiling practices by police officers. In 2009, the Texas Racial Profiling Law was modified, and new requirements are now in place.

In this report, you will find documentation that supports the fact that the Marble Falls Police Department has complied with The Texas Racial Profiling Law. This report also contains statistical data relevant to motor vehicle contacts between January 1, 2025, and December 31, 2025. The data and supporting documentation presented in this report support the notion that the Marble Falls Police Department is committed to the identification and resolution (if necessary) of all issues relevant to racial profiling according to the state law.

Sincerely,

A handwritten signature in black ink, appearing to read "GH", with a long horizontal flourish extending to the right.

Glenn Hanson  
Chief of Police

# MARBLE FALLS POLICE DEPARTMENT

## POLICY ON RACIAL PROFILING

### I. POLICY

We are committed to a respect for constitutional rights in the performance of our duties. Our success is based on the respect we give to our communities, and the respect members of the community observe toward law enforcement. To this end, we shall exercise our sworn duties, responsibilities, and obligations in a manner that does not discriminate on the basis of race, sex, gender, sexual orientation, national origin, ethnicity, age, or religion. Respect for diversity and equitable enforcement of the law are essential to our mission.

All enforcement actions shall be based on the standards of reasonable suspicion or probable cause as required by the Fourth Amendment to the U. S. Constitution and by statutory authority. In all enforcement decisions, officers shall be able to articulate specific facts, circumstances, and conclusions that support probable cause or reasonable suspicion for arrests, searches, seizures, and stops of individuals. Officers shall not stop, detain, arrest, search, or attempt to search anyone based solely upon the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.

All departmental orders are informed and guided by this directive. Nothing in this order limits non-enforcement consensual contacts between officers and the public.

### II. PURPOSE

The purpose of this order is to inform officers that bias-based policing is prohibited by the department. Additionally, this order will assist officers in identifying key contexts in which bias may influence these actions, and emphasize the importance of the constitutional guidelines within which we operate.

### III. DEFINITIONS

Most of the following terms appear in this policy statement. In any case, these terms appear in the larger public discourse about alleged biased enforcement behavior and in other orders. These definitions are intended to facilitate on-going discussion and analysis of our enforcement practices.

- A. **Bias:** Prejudice or partiality based on preconceived ideas, a person's upbringing, culture, experience, or education.
- B. **Biased-based policing:** Stopping, detaining, searching, or attempting to search, or using force against a person based upon his or her race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.
- C. **Ethnicity:** A cluster of characteristics that may include race but also cultural characteristics or traits that are shared by a group with a common experience or history.
- D. **Gender:** Unlike sex, a psychological classification based on cultural characteristics or traits.
- E. **Probable cause:** Specific facts and circumstances within an officer's knowledge that would lead a reasonable officer to believe that a specific offense has been or is being committed, and that the suspect has committed it. Probable cause will be determined by the courts reviewing the totality of the circumstances surrounding the arrest or search from an objective point of view.

- F. **Race:** A category of people of a particular decent, including Caucasian, African, Hispanic, Asian, Middle Eastern, or Native American descent. As distinct from ethnicity, race refers only to physical characteristics sufficiently distinctive to group people under a classification.
- G. **Racial profiling:** A law-enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
- H. **Reasonable suspicion:** Specific facts and circumstances that would lead a reasonable officer to believe criminal activity is afoot and the person to be detained is somehow involved. Reasonable suspicion will be determined by the courts reviewing the totality of the circumstances surrounding the detention from an objective point of view.
- I. **Sex:** A biological classification, male or female, based on physical and genetic characteristics.
- J. **Stop:** An investigative detention of a person for a brief period of time, based on reasonable suspicion.

#### IV. PROCEDURES

##### A. General responsibilities

1. Officers are prohibited from engaging in bias-based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including seizure or forfeiture activities, against any person based solely on the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. These characteristics, however, may form part of reasonable suspicion or probable cause when officers are seeking a suspect with one or more of these attributes.
2. Investigative detentions, traffic stops, arrests, searches, and property seizures by officers will be based on a standard of reasonable suspicion or probable cause in accordance with the Fourth Amendment of the U.S. Constitution. Officers must be able to articulate specific facts and circumstances that support reasonable suspicion or probable cause for investigative detentions, traffic stops, subject stops, arrests, nonconsensual searches, and property seizures. Except as provided in number 3 below, officers shall not consider race/ethnicity in establishing either reasonable suspicion or probable cause. Similarly, except as provided below, officers shall not consider race/ethnicity in deciding to initiate even those nonconsensual encounters that do not amount to legal detentions or to request consent to search.
3. Officers may take into account the reported race or ethnicity of a specific suspect or suspects based on trustworthy, locally relevant information that links a person or persons of a specific race/ethnicity to a particular unlawful incident(s). Race/ethnicity can never be used as the sole basis for probable cause or reasonable suspicion. Except as provided above, reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall be subjected to stops, seizures, or detentions only upon reasonable suspicion that they have committed, are committing, or are about to commit an offense. Officers shall document the elements of reasonable suspicion and probable cause in appropriate reports.
4. Officers shall observe all constitutional safeguards and shall respect the constitutional rights of all persons.
  - a. As traffic stops furnish a primary source of bias-related complaints, officers shall have a firm understanding of the warrantless searches allowed by law, particularly the use of consent. How the officer disengages from a traffic stop may be crucial to a person's perception of fairness or discrimination.

- b. Officers shall not use the refusal or lack of cooperation to justify a search of the person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.
5. All personnel shall treat everyone with the same courtesy and respect that they would have others observe to department personnel. To this end, personnel are reminded that the exercise of courtesy and respect engenders a future willingness to cooperate with law enforcement.
  - a. Personnel shall facilitate an individual's access to other governmental services whenever possible, and shall actively provide referrals to other appropriate agencies.
  - b. All personnel shall courteously accept, document, and forward to the Chief of Police any complaints made by an individual against the department.
6. When feasible, personnel shall offer explanations of the reasons for enforcement actions or other decisions that bear on the individual's well-being unless the explanation would undermine an investigation or jeopardize an officer's safety.
7. When concluding an encounter, personnel shall thank him or her for cooperating.
8. When feasible, all personnel shall identify themselves by name. When a person requests the information, personnel shall give their departmental identification number, name of the immediate supervisor, or any other reasonable information.
9. All personnel are accountable for their actions. Personnel shall justify their actions when required.

**B. Supervisory responsibilities**

1. Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties and those of their subordinates. Supervisors shall identify and correct instances of bias in the work of their subordinates.
2. Supervisors shall use the disciplinary mechanisms of the department to ensure compliance with this order and the constitutional requirements of law enforcement.
3. Supervisors shall be mindful that in accounting for the actions and performance of subordinates, supervisors are critical to maintaining community trust in law enforcement. Supervisors shall continually reinforce the ethic of impartial enforcement of the laws, and shall ensure that personnel, by their actions, maintain the community's trust in law enforcement.
4. Supervisors are reminded that biased enforcement of the law engenders not only mistrust of law enforcement, but increases safety risks to personnel as well as exposing the employee(s) and department to liability.
5. Supervisors shall be held accountable for repeated instances of biased enforcement of their subordinates if the supervisor knew, or should have known, of the subordinate's actions.
6. Supervisors shall ensure that all enforcement actions are duly documented per departmental policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable. Any enforcement action that begins as a consensual encounter will also have the circumstances of the initial encounter documented.
7. Supervisors shall facilitate the filing of any complaints about law- enforcement service.
8. Supervisors will randomly review at least three video tapes per officer (either body camera and/or in-car camera video) per quarter. For this policy a "quarter" is defined as a 3-month period of time. Supervisors are not required to watch each incident of an entire shift; however, reviewing the footage in a manner intended to gain an understanding of that officer's

performance and adherence to policy and law is required. Supervisors will document the random review of the video in Guardian Tracking and any violations of policy or law will be addressed through the use of Policy 2.08 Professional Standards & Internal Compliance Enforcement.

9. Section 8 above applies only to first-line uniformed officers and their immediate supervisors. In the absence of a first-line supervisor this responsibility will move to the Patrol Captain.

C. Disciplinary consequences

1. Actions prohibited by this order shall be cause for disciplinary action, up to and including dismissal.

D. Training

1. Officers shall complete all training required by state law regarding bias-based profiling.

## V. COMPLAINT INVESTIGATION

- A. The department shall accept complaints from any person who believes he or she has been stopped or searched based on biased based policing. No person shall be discouraged, intimidated or coerced from filing a complaint, nor discriminated against because he or she filed such a complaint.
- B. Any employee who receives an allegation of biased based policing, including the officer who initiated the stop, shall record the person's name, address and telephone number, and forward the complaint through the appropriate channel or direct the individual(s). Any employee contacted shall provide to that person a copy of a complaint form or the department process for filing a complaint. All employees will report any allegation of biased based policing to their superior before the end of their shift.
- C. Investigation of a complaint shall be conducted in a thorough and timely manner. All complaints will be acknowledged in writing to the initiator who will receive disposition regarding said complaint within a reasonable period of time. The investigation shall be reduced to writing and any reviewer's comments or conclusions shall be filed with the chief. When applicable, findings and/or suggestions for disciplinary action, retraining, or changes in policy shall be filed with the chief.
- D. If a bias-based policing complaint is sustained against an officer, it will result in appropriate corrective and/or disciplinary action, up to and including termination.
- E. If a departmental video or audio recording of the events upon which a complaint of bias-based policing is based exists, this department shall promptly provide a copy of the recording to that officer upon receipt of their written request.

## VI. PUBLIC EDUCATION

- A. This department will inform the public of its policy against bias-based policing and the complaint process. Methods that may be utilized to inform the public are the news media, radio, service or civic presentations, the Internet, as well as governing board meetings. Additionally, information will be made available as appropriate in languages other than English.

## VII. CITATION DATA COLLECTION & REPORTING

- A. An officer is required to collect information relating to traffic stops in which a citation or warning is issued or an arrest is made. Information collected must include:

1. The person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group, as stated by the person or as determined by the officer to the best of his/her ability;
2. Was race or ethnicity known prior to the traffic stop;
3. Reason for the traffic stop;
4. The street address or approximate location of the stop;
5. Whether a search was conducted;
6. If a search was conducted, was it consensual or with probable cause;
7. Whether any contraband was discovered in the course of the search and, if so, the type of contraband discovered;
8. The result of the stop:
  - a. Arrest;
  - b. Citation;
  - c. Citation and arrest;
  - d. Written warning; or
  - e. Written warning and arrest;
9. If the officer made an arrest as a result of the stop and/or search, what was the reason for the arrest;
10. Was physical force resulting in bodily injury used during the stop?

#### **VIII. USE OF VIDEO AND AUDIO EQUIPMENT**

- A. Each motor vehicle used by this department to make traffic and pedestrian stops is equipped with a video camera and transmitter-activated equipment; and
- B. Each traffic and pedestrian stop made by an officer of this department that is capable of being recorded by video and audio, or audio, as appropriate, is recorded.
- C. This department shall retain the video and audiotapes, or the audiotape of each traffic and pedestrian stop for at least ninety (90) days after the date of the stop. If a complaint is filed with this department alleging that one of our officers has engaged in bias-based policing with respect to a traffic or pedestrian stop, this department shall retain the video and audiotapes, or the audiotape of the stop until final disposition of the complaint.
- D. Supervisors will ensure officers of this department are recording their traffic and pedestrian stops. Three random recordings of each officer will be reviewed at least once every ninety (90) days. The supervisor will then document the review in Guardian Tracking under Video Review on the dropdown list.
- E. If the equipment used to record audio and/or video of the traffic or pedestrian stop is malfunctioning or otherwise not operable, the officer making the stop shall make a proper written record (paper citation/paper warning or e-citation/e- warning) and report the information as required in Section IX of this policy.

#### **IX. COLLECTION AND REPORTING INFORMATION GATHERED FROM TRAFFIC AND PEDESTRIAN STOPS WITHOUT THE USE OF VIDEO AND AUDIO EQUIPMENT**

- A. An officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense, shall record and report the same information required in Section VIII.
- B. This department shall compile and analyze the information contained in these individual reports. Not later than March 1st of each year, this department shall submit a report to our governing body containing the information compiled from the preceding calendar year. This report will include:
  - 1. A comparative analysis of the information contained in the individual reports in order to:
    - a. Determine the prevalence of bias-based policing by officers in this department; and
    - b. Examine the disposition of traffic and pedestrian stops made by this department's officers, including searches resulting from stops.
  - 2. Information relating to these individual reports regarding each complaint filed with this department alleging bias-based policing.

*This report will not include identifying information about a peace officer who makes a stop or about an individual who is stopped or arrested by a peace officer.*

## Report on Racial Profiling Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of January 1, 2025, through December 31, 2025, based on allegations related to possible violations of the Texas Racial Profiling Law. The final disposition of the case is also included.

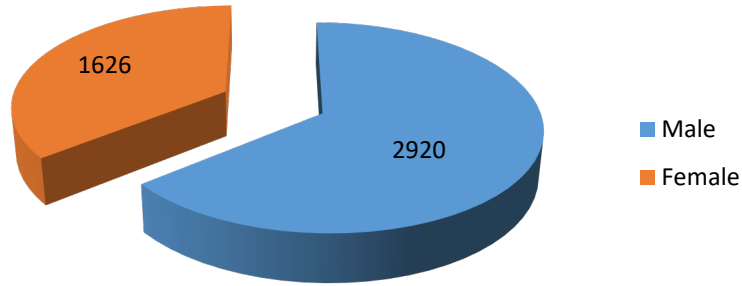


A check above indicates that the Marble Falls Police Department has not received any complaints, as outlined in the law, on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of January 1, 2025, through December 31, 2025.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law.

<b>Complaint No.</b>	<b>Alleged Violation</b>			<b>Disposition of the Case</b>

## Motor Vehicle-Related Contact Information (January 1, 2025 — December 31, 2025)



Race/Ethnicity*	Contacts	
	N	%
Black	191	4.20%
Asian/Pacific Islander	77	1.69%
White	3,144	69.16%
Hispanic/Latino	1,075	23.65%
Alaska Native/American Indian	59	1.30%
<b>Total</b>	4,546	100%

Total Number of Contacts in which Officers knew Race and Ethnicity of Individual Before Being Detained	Total Number of Contacts in which Officers <i>did not know</i> Race and Ethnicity of Individual Before Being Detained
91	4,455

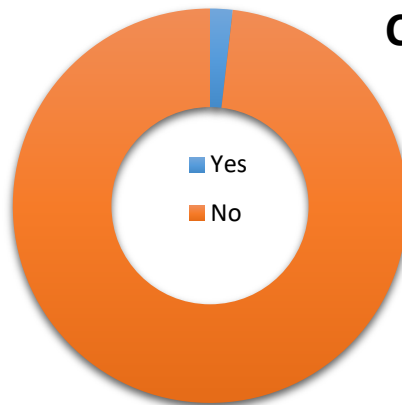
“N” represents “number” of traffic-related contacts.

\* Race/Ethnicity is defined by Senate Bill 1074 as being of a “particular descent, including Black, Asian/Pacific Islander, White, Hispanic/Latino or Alaska Native/American Indian.”

Reason for Stop?	Contacts	
	N	%
Violation of Law	127	2.79%
Pre-Existing Knowledge (warrant)	19	0.42%
Moving Traffic Violation	3,278	72.11%
Vehicle Traffic Violation	1,122	24.68%
<b>Total</b>	<b>4,546</b>	<b>100%</b>

Result of the Stop	Contacts	
	N	%
Arrest	43	0.95
Citation	2,140	47.10%
Citation and Arrest	7	0.10%
Written Warning	91	2.00%
Written Warning and Arrest	1	0.05%
Verbal Warning	2,264	49.80%
<b>Total</b>	<b>4,546</b>	<b>100%</b>

### Search Conducted



“N” represents “number” of traffic-related contacts.

\* Race/Ethnicity is defined by Senate Bill 1074 as being of a “particular descent, including Black, Asian/Pacific Islander, White, Hispanic/Latino or Alaska Native/American Indian.”

Reason for Search	Contacts	
	N	%
Consent	16	19.04%
Contraband in Plain View	2	2.38%
Incident to Arrest	7	8.33%
Inventory	15	17.85%
Probable Cause	44	52.40%
<b>Total</b>	84	100%

Description of Contraband Discovered	Contacts	
	N	%
Alcohol	15	24.59%
Drugs	40	65.57%
Weapons	3	4.92%
Currency	0	0.00%
Stolen Property	0	0.00%
Other	3	4.92%
<b>Total</b>	61	100%

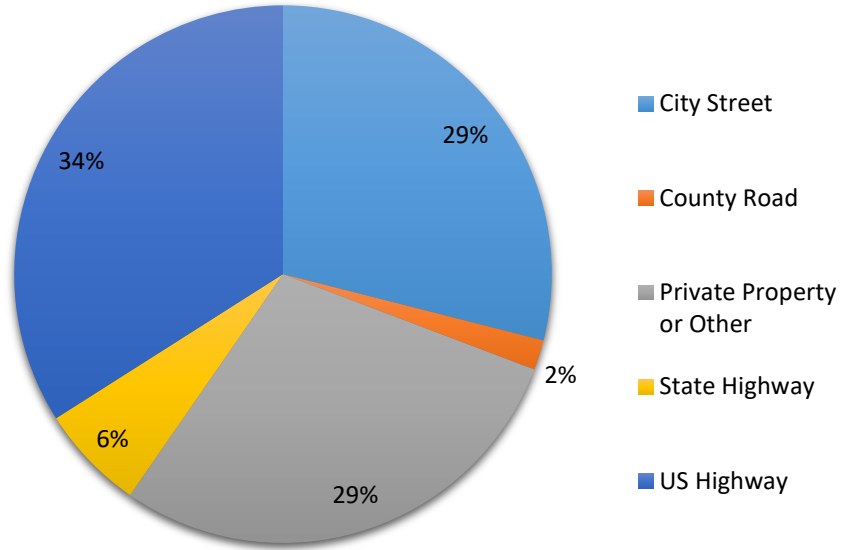
Arrest Based On	Contacts	
	N	%
Outstanding Warrant	12	23.53%
Violation of City Ordinance	0	0.00%
Violation of Penal Code	27	52.94%
Violation of Traffic Law	12	23.53%
<b>Total</b>	51	100%

“N” represents “number” of traffic-related contacts.

\* Race/Ethnicity is defined by Senate Bill 1074 as being of a “particular descent, including Black, Asian/Pacific Islander, White, Hispanic/Latino or Alaska Native/American Indian.”

<b>Was physical force resulting in bodily injury used during stop?</b>	<b>Contacts</b>	
	<b>N</b>	<b>%</b>
<b>Yes</b>	2	0.14%
<b>No</b>	4,544	99.86%
<b>Total</b>	4,546	100%

## Street Address or Approximate Location of the Traffic Stop



“N” represents “number” of traffic-related contacts.

\* Race/Ethnicity is defined by Senate Bill 1074 as being of a “particular descent, including Black, Asian/Pacific Islander, White, Hispanic/Latino or Alaska Native/American Indian.”

## Comparison of Twelve-Year Traffic and Motor Vehicle- Related Contact Information (January 1, 2015 – December 31, 2025)

Race/Ethnicity*										
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
<b>White</b>	84.40%	88.74%	74.07%	74.72%	74.33%	71.54%	71.89%	71.42%	64.93%	69.16%
<b>Black</b>	2.89%	3.95%	4.52%	3.82%	4.19%	3.93%	4.25%	4.04%	3.92%	4.20%
<b>Hispanic/Latino</b>	10.41%	5.68%	19.21%	19.91%	19.15%	22.80%	22.22%	22.70%	28.56%	23.65%
<b>Asian/Pacific Islander</b>	0.75%	0.97%	1.00%	1.07%	1.30%	1.26%	1.01%	1.16%	1.29%	1.69%
<b>Alaska Native/ American Indian</b>	1.55%	0.66%	1.20%	0.48%	1.03%	0.47%	0.63%	0.68%	1.29%	1.30%
<b>Total**</b>	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

\* Race/Ethnicity is defined by Texas Senate Bill 1074 as being of a “particular descent, including White, Black, Hispanic/Latino, Asian/Pacific Islander or Alaska Native/American Indian.”

\*\* Figure has been rounded.

### **Ten-Year Comparison**

The ten-year comparison from 2016 through 2025 showed similarities with respect to the traffic-related contacts. As evident in the Table, the percentage of drivers contacted by our officers (in traffic-related incidents) has remained consistent over the past twelve years.

# Contact Information

For additional questions regarding the information presented in this report, please contact:

Marble Falls Police Department  
606 Avenue N  
Marble Falls, Texas 78654  
(830) 693-3611

**March 3, 2026**

**6. CONSENT AGENDA**

- (c) Approval of Resolution 2026-R-03A, a resolution allowing for the submission of an application to the Office of the Governor (OOG) under the Edward Byrne Memorial Justice Assistance Grant (JAG) to purchase two SpeedAlert 24 radar message sign trailers from All Traffic Solutions. *Glenn Hanson, Chief of Police*
-



**Council Agenda Item Cover Memo**  
**March 3, 2026**

**Agenda Item No.:** 6(c)  
**Presenter:** Glenn Hanson, Police Chief  
**Department:** Police Department  
**Legal Review:**  Not Applicable

**AGENDA CAPTION**

Approval of Resolution 2026-R-04A, a resolution allowing for the submission of an application to the Office of the Governor (OOG) under the Edward Byrne Memorial Justice Assistance Grant (JAG) to purchase two SpeedAlert 24 radar message sign trailers from All Traffic Solutions

**BACKGROUND INFORMATION**

The Edward Byrne Memorial Justice Assistance Grant (JAG) awards grants to local law enforcement agencies for the purposes of personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice purposes.

This project will fund the Marble Falls Police Department with two SpeedAlert 24 radar message signs. These speed signs will be a force multiplier that can increase speed awareness as well as provide communication due to the additional option of messaging. The ability to monitor traffic flow, speeds and use a messaging system to communicate with the public will increase safety by reducing call volume, monitoring traffic flow on streets where officers are not available, and communicating detours, special events and/or delays to our citizens.

**BUDGET IMPLICATIONS**

Current Budget       New Budget Request       Non-Budgetary

If awarded, the Edward Byrne Memorial Justice Assistance Grant (JAG) will fund 100% of this project.

**STAFF RECOMMENDATION**

Staff recommends approval of Resolution 2026-R-03A, authorizing the submission of an application to the Edward Byrne Memorial Justice Assistance Grant (JAG) to purchase two SpeedAlert 24 radar message signs.

**RESOLUTION 2026-R-03A**

**A RESOLUTION OF THE CITY OF MARBLE FALLS, TEXAS, AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE (JAG) TO PURCHASE TWO SPEEDALERT 24 RADAR MESSAGE SIGNS FROM ALL TRAFFIC SOLUTIONS**

**WHEREAS**, the City of Marble Falls, Texas, is committed to promoting public safety, traffic enforcement, and the reduction of vehicle speeds within residential neighborhoods, school zones, and high-traffic corridors; and

**WHEREAS**, traffic calming and speed compliance are consistent with the City's Comprehensive Plan priorities related to safe infrastructure, quality of life, and community livability; and

**WHEREAS**, the Marble Falls Police Department applied for grant funding from the Office of the Governor (OOG) under the Edward Byrne Memorial Justice Assistance Grant (JAG) for the purchase of two mobile radar trailers designed to increase voluntary speed compliance through high-visibility speed display and data collection capabilities; and

**WHEREAS**, application of this grant will enhance the City's ability to deploy data-driven traffic enforcement strategies, improve roadway safety, and support ongoing performance-measurement initiatives of the Marble Falls Police Department; and

**WHEREAS**, the City Council finds that application of this grant is in the best interest of the citizens of Marble Falls and supports the City's strategic priorities of service, relationships, and stewardship.

**BE IT FURTHER RESOLVED** that the Police Chief, or his/her designee, is designated as the Program Director and the Director of Finance, or his/her designee, is designated as the Financial Officer for this grant.

Passed and approved this 3<sup>rd</sup> day of March, 2026.

---

John Packer, Mayor  
City of Marble Falls

**March 3, 2026**

**7. REGULAR AGENDA**

(a) Public Hearing, Discussion, and Action on Ordinance 2026-O-03A regarding a zoning map amendment (rezoning) request for 26.167 acres out of The Highlands Subdivision out of the Phillip H. Cammans Survey No. 125, Abstract No. 183, the C.D. Ball Survey No. 25, Abstract No. 126, the Mary W. Rhodes Survey No. 207, Abstract No. 731, Burnet County, Texas. *Scarlet Moreno, Director of Development Services*

- i. Parcel 8- 19.96 acres to be rezoned from Neighborhood Commercial zoning district (NC) to Rural Estate (RE) zoning district,
  - ii. Parcel 10- 4.204 acres to be rezoned from Neighborhood Commercial (NC) zoning to General Commercial (GC) zoning, and
  - iii. Parcel 11- 2.003 acres to be rezoned from Neighborhood Commercial (NC) zoning to General Commercial (GC) zoning.
-



**Council Agenda Item Cover Memo**  
**March 3, 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-03A regarding a zoning map amendment (rezoning) request for 26.167 acres out of The Highlands Subdivision out of the Phillip H. Cammans Survey No. 125, Abstract No. 183, the C.D. Ball Survey No. 25, Abstract No. 126, the Mary W. Rhodes Survey No. 207, Abstract No. 731, Burnet County, Texas.

- i. Parcel 8- 19.96 acres to be rezoned from Neighborhood Commercial zoning district (NC) to Rural Estate (RE) zoning district,
- ii. Parcel 10- 4.204 acres to be rezoned from Neighborhood Commercial (NC) zoning to General Commercial (GC) zoning, and
- iii. Parcel 11- 2.003 acres to be rezoned from Neighborhood Commercial (NC) zoning to General Commercial (GC) zoning.

**BACKGROUND INFORMATION**

This item is for consideration of a Zoning Map Amendment (Rezoning) request for three parcels within The Highlands Subdivision.

- i. **Parcel 8** - 19.96 acres to be rezoned from Neighborhood Commercial zoning district (NC) to Rural Estate (RE) zoning district,
- ii. **Parcel 10** - 4.204 acres to be rezoned from Neighborhood Commercial (NC) zoning to General Commercial (GC) zoning, and
- iii. **Parcel 11** - 2.003 acres to be rezoned from Neighborhood Commercial (NC) zoning to General Commercial (GC) zoning.

In February 2025, this subdivision received City Council approval for a Development Agreement. The agreement established responsibility for public improvements, creation of a public improvement district, and development standards. Parcels 8, 10, and 11 are identified within the Concept Plan approved by City Council as part of the Development Agreement. All parcels are currently vacant land. The allowed uses must be consistent with the land uses described within the Marble Falls Code of Ordinances, Appendix B, Development Code. Restricted and conditional uses have supplemental use standards that must be followed for the use to be incorporated into the development.

The inventory of current zoning adjacent to the Subject Areas includes Multi-Family Residential (MR) to the north, Farm and Ranch (FR) to the east, Neighborhood

Commercial (NC) to the south, southeast, and west, and General Commercial (GC) to the southwest. The applicant is requesting a zoning map amendment to ensure consistency with the approved Concept Plan as outlined in the Development Agreement.

The Concept Plan notates Parcel 8 to be zoned for the Rural Estate District (RE). This zoning district is intended to provide the opportunity to develop a large lot subdivision. It is intended to remain rural in character, suited for larger lot, higher end housing. To remain rural in character, the lot width and setbacks are large, a minimum subdivision area is established, and roads are designed with a rural roadway cross-section.

For Parcel 10 and Parcel 11, the Concept Plan depicts the zoning to be within the General Commercial (GC) Zoning District. The General Commercial Zoning District is primarily intended for nonresidential development along the City's major thoroughfares in accordance with the vision set out in the Future Land Use Plan of the City's Comprehensive Plan. These areas are intended to be developed with an auto-oriented character, which means that the view of the automobile is the predominant view from the street right-of-way. Additional design considerations, such as building orientation, form, architecture, and materials; front- and street-side landscaping; parking lot landscaping; and access management are used to improve the quality of development consistent with the vision set out in the City's Comprehensive Plan. The land uses for both Parcel 10 and Parcel 11 are to be consistent with the land uses set out in the Marble Falls Code of Ordinance, Appendix B.

The Future Land Use Map classifies these parcels as Mixed Density Residential (Parcel 8) and Neighborhood Commercial (Parcel 10 and 11). The Mixed Density Residential future land use classification includes lands intended to be developed to a higher density with a variety of lot sizes and housing types, including single-family attached and multi-family. The Neighborhood Commercial future land use is intended for lands that will be developed for nonresidential uses that are of an appropriate use, scale, and design that is compatible with abutting or nearby residential uses. These developments typically occupy much smaller footprints, have pitched roofs and less signage, higher levels of landscaping, and deemphasize or screen parking.

For water service, an existing 16-inch water line will be used for the remaining property, including Parcels 8, 10, and 11, to serve the development.

For wastewater service, a lift station will be included on Parcel 8, which will be the main wastewater source for the entirety of the property, aside from Phase 1. This lift station will be dedicated to the city and will be built to city standard.

The concept plan indicates for the development to take access from FM 1431 to Manzano Mile. Prior to platting these parcels, the developer must provide a Traffic Impact Analysis (TIA). The conceptual plan does not dictate where the proposed uses will be located. The Supplemental Development Standards within Exhibit "E" of the Development Agreement, will ensure that any of the approved land uses for the property will provide the appropriate buffer, landscaping, and design elements to provide a quality development.

The Planning & Zoning Commission recommended approval of the Zoning Map Amendment (Rezoning) based upon staff's recommendation and with the request for

the traffic impact analysis (TIA) to address access and sight visibility limitations. The Commission passed the motion by a 5-0 vote.

**REVIEW CRITERIA**

In the review and consideration of a proposed Zoning Map Amendment, the Director, Planning and Zoning Commission, and City Council shall consider the following criteria:

1. **Consistency with Comprehensive Plan.** The proposed zoning promotes the goals, objectives, and policies of the City's Comprehensive Plan and is consistent with the Future Land Use Plan, Thoroughfare Plan, and Sidewalk and Trail Corridor Opportunities Plan;
2. **Promotion of Public Health and Safety.** The proposed zoning promotes the health, safety, or general welfare of the City and the safe orderly, and healthful development of the City;
3. **Suitability of the District's Land Uses.** The subject property is suitable for uses allowed by the proposed zoning district, and the allowed uses and development regulations of the proposed zoning are compatible with the development and conforming uses of nearby property and with the character of the neighborhood;
4. **Development Adequacy of the Property.** The dimensions of the subject property are sufficient to comply with the development regulations of the proposed zoning district to reasonably accommodate the uses and development allowed by the proposed zoning district; and
5. **Adequate Infrastructure.** The proposed zoning is consistent with the existing or planned provisions for streets, water, wastewater, and other public utilities or services to the subject property or area in which the subject property is located.

<b>REVIEW CRITERIA ANALYSIS</b>	
<b>Consistency with Comprehensive Plan</b>	Yes – This development promotes and follows the goals and objectives of the City’s Comprehensive plan.
<b>Promotion of Public Health and Safety</b>	Yes – There are no adverse impacts to the public health, safety, or general welfare.
<b>Suitability of the District’s Land Uses</b>	Yes – All land uses must follow the Marble Falls Code of Ordinances.

<b>Development Adequacy of the Property</b>	Yes – The development is sufficient with the Development Agreement and ordinance regulations.
<b>Adequate Infrastructure</b>	Yes – there are adequate utilities to serve this development. A TIA and will serve letters will be required prior to platting the parcels.

**PUBLIC NOTICE**

A total of 9 adjacent property owners within 200 feet of the Subject Area were mailed notification letters, which included the public hearing dates and a pre-paid comment card for response supporting/opposing the proposed zoning map amendment. At the time of packet distribution, no comment cards had been received.

**BUDGET IMPLICATIONS**

Current Budget                     
 New Budget Request                     
 Non-Budgetary

**STAFF RECOMMENDATION**

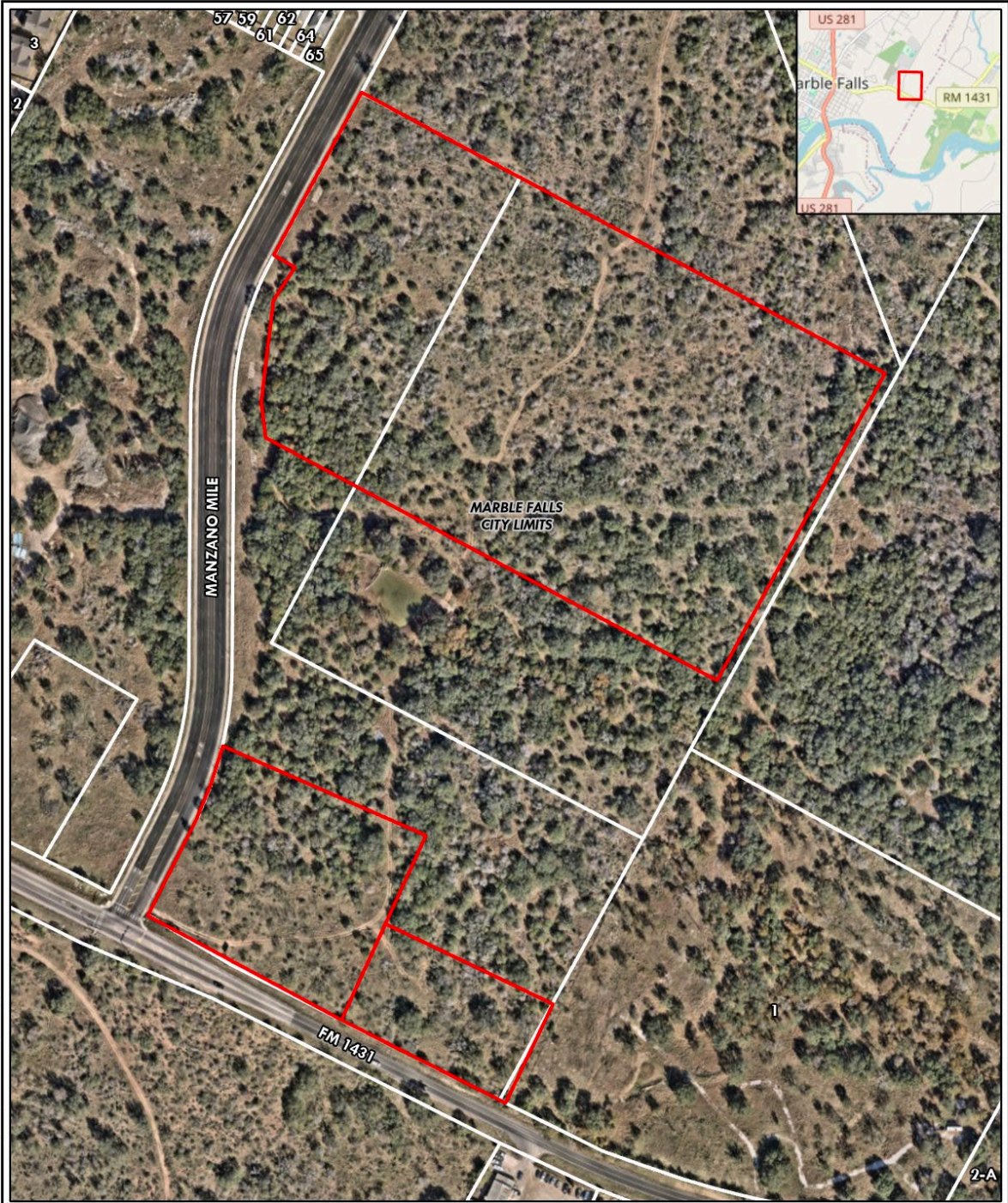
Staff recommends approval of the Zoning Map Amendment request for the following parcels:

- i. Parcel 8- 19.96 acres to be rezoned from Neighborhood Commercial zoning district (NC) to Rural Estate (RE) zoning district,
- ii. Parcel 10- 4.204 acres to be rezoned from Neighborhood Commercial (NC) zoning to General Commercial (GC) zoning, and
- iii. Parcel 11- 2.003 acres to be rezoned from Neighborhood Commercial (NC) zoning to General Commercial (GC) zoning,

for consistency with the Development Agreement, Concept Plan, based on the information provided by the applicant, and the compatibility with the surrounding uses.

**Memo Contents:**


- Informational Maps produced by City Staff                      Pages 4 – 9
- Parcel Surveys                      Pages 10 – 15
  - Parcel 8                      Pages 10 – 11
  - Parcel 10                      Pages 12 – 13
  - Parcel 11                      Pages 14 – 15
- Applicant Statement                      Pages 16 – 17
- Ordinance 2026-O-03A                      Pages 18 – 26

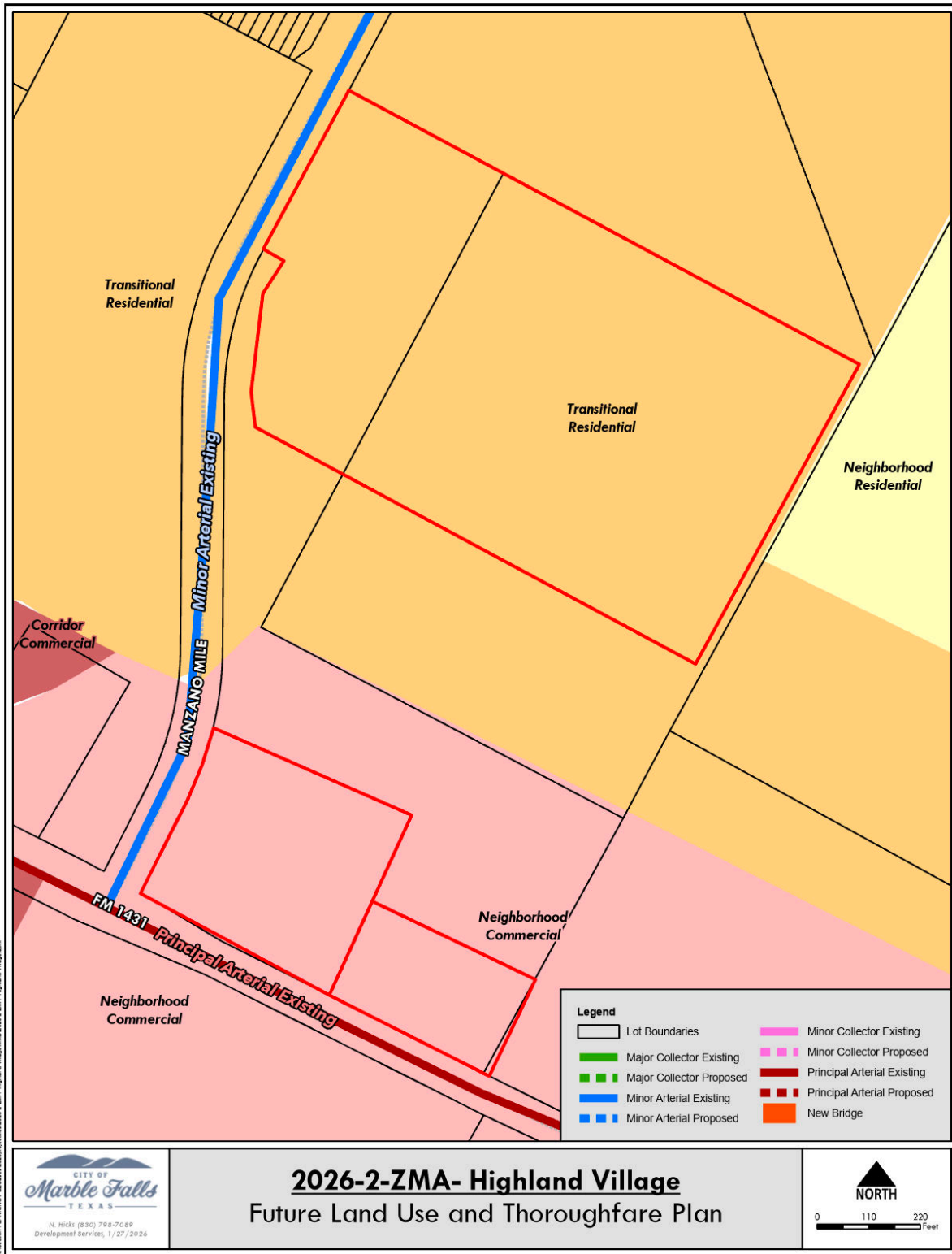


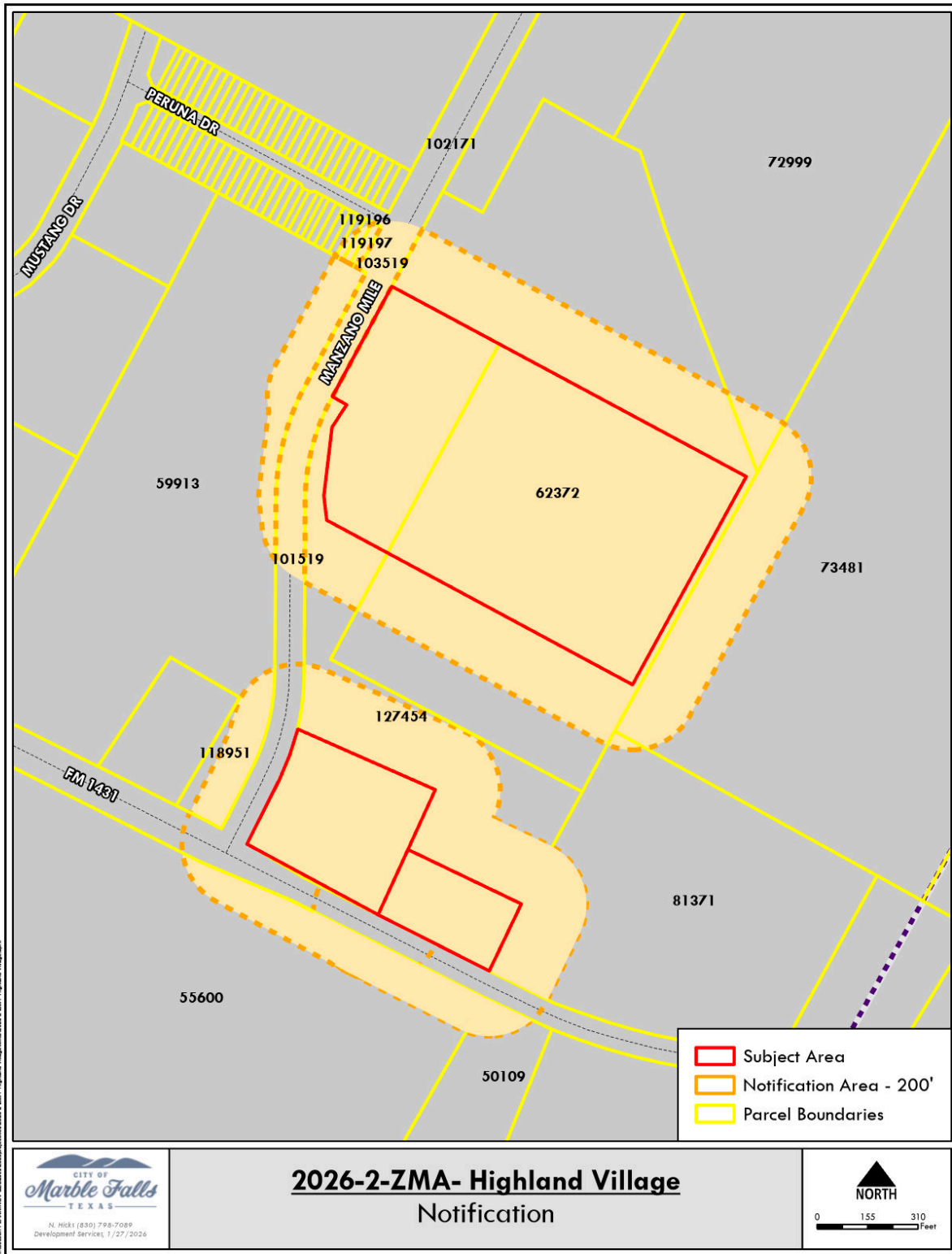
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 CITY OF  
**Marble Falls**  
 TEXAS  
 N. Hicks (800) 798-7989  
 Development Services, 1/27/2026

**2026-2-ZMA- Highland Village**  
**Aerial**

  
**NORTH**  
 0 112.5 225  
 Feet











**BEING A 19.96 ACRE TRACT SITUATED IN THE PHILLIP H. CAMMANS SURVEY NO. 125, ABSTRACT NO. 183 AND THE C.D. BALL SURVEY NO. 25, ABSTRACT NO. 126 BURNET COUNTY, TEXAS, AND BEING OUT OF A CALLED 233.62 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO RS MANZANO RIVER CITY, LLC, RECORDED IN DOCUMENT NO. 202505841 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND A CALLED 20.32 ACRE TRACT DESCRIBED IN SPECIAL WARRANTY DEED TO RS MANZANO B PIERCE, LLC, RECORDED IN DOCUMENT NO. 202505837 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 19.96 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 1/2" iron pin set with "CUPLIN" property cap along the easterly right-of-way line of Manzo Mile, the westerly line of said 20.32 acre tract, and at a westerly corner hereof, WHENCE a 1/2" iron pin found with "CUPLIN" property cap bears South 28°15'19" West, a distance of 20.80' for reference;

**THENCE** North 28°15'19" East, along the easterly right-of-way line of said Manzano Mile, the westerly line of said 20.32 acre tract, and hereof, a distance of 386.14' to a 1/2" iron pin set with "CUPLIN" property cap at the northwesterly corner hereof, WHENCE a 1/2" iron pin found with "CUPLIN" property cap bears North 28°15'19" East, a distance of 0.36' for reference;

**THENCE** South 61°50'12" East, along a southwesterly line of said 233.62 acre tract, the northwesterly line of said 20.32 acre tract, and hereof, a distance of 374.56' to a 1/2" iron pin set with "CUPLIN" property cap at the most northerly northeast corner of said 20.32 acre tract, a southwesterly interior corner of said 233.62 acre tract, and at a northerly angle point hereof;

**THENCE** over and across said 233.62 acre tract, and with the outbounds hereof, the following three (3) courses and distances:

- 1) South 61°46'53" East, a distance of 861.96' to a 1/2" iron pin set with "CUPLIN" property cap at the northeasterly corner hereof;
- 2) South 28°40'18" West, a distance of 728.59' to a 1/2" iron pin set with "CUPLIN" property cap at the southeasterly corner hereof;
- 3) North 61°44'16" West, at approximately 855.0' cross into said 20.32 acre tract, for a total distance of 1067.06' to a 1/2" iron pin set with "CUPLIN" property cap at the southwesterly corner hereof;

**THENCE** over and across said 20.32 acre tract and with the westerly outbounds hereof, the following five (5) courses and distances:

- 1) North 01°08'55" East, a distance of 17.55' to a 1/2" iron pin set with "CUPLIN" property cap for corner;
- 2) North 09°10'30" West, a distance of 58.19' to a 1/2" iron pin set with "CUPLIN" property cap for corner;
- 3) North 06°49'24" East, a distance of 211.99' to a 1/2" iron pin set with "CUPLIN" property cap for corner;
- 4) North 32°57'03" East, a distance of 82.23' to a 1/2" iron pin set with "CUPLIN" property cap for corner;
- 5) North 61°43'03" West, a distance of 50.07' to the **POINT OF BEGINNING**, and containing 19.96 acres, more or less.

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. COPYRIGHT 2026, CUPLIN & ASSOCIATES, INC. © BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE. A PLAT OF SURVEY OF EVEN DATE WAS PREPARED AND IS INTENDED TO ACCOMPANY THE ABOVE DESCRIBED TRACT OF LAND.



Dated: 01/06/2026

Lee. P. Fox  
Registered Professional Land Surveyor No. 7125



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



**BEING A 4.204 ACRE TRACT SITUATED IN THE MARY W. RHODES SURVEY NO. 207, ABSTRACT NO. 731 BURNET COUNTY, TEXAS, AND BEING OUT OF A CALLED 20.32 ACRE TRACT DESCRIBED IN SPECIAL WARRANTY DEED TO RS MANZANO B PIERCE, LLC, RECORDED IN DOCUMENT NO. 202505837 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 4.204 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 1/2" iron pin found with "CUPLIN" property cap at the northeasterly intersection of R.M. No. 1431 and Manzano Mile, at the southwesterly corner of said 20.32 acre tract, and hereof;

**THENCE** along the easterly right-of-way line of said Manzano Mile, the westerly line of said 20.32 acre tract, and hereof, the following two (2) courses and distances:

- 1) North 26°43'21" East, at a distance of 40.39' pass a Texas Department of Transportation Type II brass disc, for a total distance of 222.53' to a 1/2" iron pin found at the beginning of a curve to the left;
- 2) Along said curve to the left having a radius of 705.00', an arc length of 164.55', a chord bearing of North 20°02'19" East, and a chord length of 164.18' to a 1/2" iron pin set with "CUPLIN" property cap at the northwesterly corner hereof, WHENCE a 1/2" iron pin found with "CUPLIN" property cap bears a chord of North 06°51'48" East, a distance of 159.33' for reference;


**THENCE** over and across said 20.32 acre tract, and with the outbounds hereof, the following three (3) courses and distances:

- 1) South 66°12'45" East, a distance of 453.78' to a 1/2" iron pin set with "CUPLIN" property cap at the northeasterly corner hereof;
- 2) South 22°16'41" West, a distance of 201.89' to a 1/2" iron pin set with "CUPLIN" property cap for an easterly angle point hereof;
- 3) South 26°43'36" West, a distance of 220.75' to a 1/2" iron pin set with "CUPLIN" property cap along the northerly right-of-way line of said R.M. No. 1431, the southerly line of said 20.32 acre tract, and at the southeasterly corner hereof, WHENCE a calculated point at the southeasterly corner of said 20.32 acre tract bears South 63°16'24" East, a distance of 410.69' and from said calculated point a 1/2" iron pin found bears North 25°36'56" East, a distance of 0.52' for reference;

**THENCE** along the northerly right-of-way line of said R.M. No. 1431, the southerly line of said 20.32 acre tract, and hereof, the following two (2) courses and distances:

- 1) North 63°16'24" West, at a distance of 116.25' pass a Texas Department of Transportation Type I monument, for a total distance of 249.99' to a Texas Department of Transportation Type II brass disc;
- 2) North 59°29'54" West, a distance of 200.15' to the **POINT OF BEGINNING**, and containing 4.204 acres, more or less.

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. COPYRIGHT 2026, CUPLIN & ASSOCIATES, INC. ©. BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE. A PLAT OF SURVEY OF EVEN DATE WAS PREPARED AND IS INTENDED TO ACCOMPANY THE ABOVE DESCRIBED TRACT OF LAND.



**Dated: 01/06/2026**

Lee. P. Fox  
Registered Professional Land Surveyor No. 7125





**BEING A 2.003 ACRE TRACT SITUATED IN THE MARY W. RHODES SURVEY NO. 207, ABSTRACT NO. 731 BURNET COUNTY, TEXAS, AND BEING OUT OF A CALLED 20.32 ACRE TRACT DESCRIBED IN SPECIAL WARRANTY DEED TO RS MANZANO B PIERCE, LLC, RECORDED IN DOCUMENT NO. 202505837 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 2.003 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

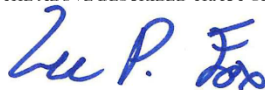
**BEGINNING** at a 1/2" iron pin set with "CUPLIN" property cap along the northerly right-of-way line of R.M. No. 1431, along the southerly line of said 20.32 acre tract, and at the southwesterly corner hereof, **WHENCE** a Texas Department of Transportation Type I monument bears North 63°16'24" West, a distance of 116.25 for reference;

**THENCE** over and across said 20.32 acre tract, and with the outbounds hereof, the following three (3) courses and distances:

- 1) North 26°43'36" East, a distance of 220.75' to a 1/2" iron pin set with "CUPLIN" property cap at the northwesterly corner hereof;
- 2) South 64°23'36" East, a distance of 386.34' to a 1/2" iron pin set with "CUPLIN" property cap at the northeasterly corner hereof;
- 3) South 25°36'56" West, a distance of 228.35' to a 1/2" iron pin set with "CUPLIN" property cap at the southeasterly corner hereof, **WHENCE** a calculated point at the southeasterly corner of said 20.32 acre tract bears South 63°16'24" East, a distance of 20.00' and from said calculated point a 1/2" iron pin found bears North 25°36'56" East, a distance of 0.52' for reference;

**THENCE** North 63°16'24" West, along the northerly right-of-way line of said R.M. No. 1431, the southerly line of said 20.32, and hereof, a distance of 390.69' to the **POINT OF BEGINNING**, and containing 2.003 acres, more or less.

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. COPYRIGHT 2026, CUPLIN & ASSOCIATES, INC. ©. BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE. A PLAT OF SURVEY OF EVEN DATE WAS PREPARED AND IS INTENDED TO ACCOMPANY THE ABOVE DESCRIBED TRACT OF LAND.



Dated: 01/06/2026

Lee P. Fox  
Registered Professional Land Surveyor No. 7125





## KC ENGINEERING, INC.

705 North Hwy 281, Suite 103 • Marble Falls, Texas 78654 • Phone 830.693.5635 • Fax 830.693.9664 • www.kcengineering.com

January 22, 2026  
Project Number: 24-288.2

Kaela Williams  
Development Services Coordinator  
City of Marble Falls  
801 Fourth St  
Marble Falls, TX 78654

**Re: Highland Village – Zoning Request Statement**

Dear Ms. Williams:

This letter serves as a formal statement related to a request for rezoning a portion of the development known as Highland Village, located adjacent to, and east of Manzano Mile in Marble Falls Texas.

The overall property consists of approximately 254 acres, with three proposed parcels totaling approximately 26.167 acres, proposed for rezoning. Through coordination with City Staff, the Concept Plan included in the executed Development Agreement for the project includes land uses consistent with the existing zoning for all but three parcels as outlined below.

	<u>Existing Zoning</u>	<u>Proposed Zoning</u>
Parcel 8:	Neighborhood Commercial (NC)	Rural Estate (RE)
Parcel 10:	Neighborhood Commercial (NC)	General Commercial (GC)
Parcel 11:	Neighborhood Commercial (NC)	General Commercial (GC)

Parcel 8 consists of approximately 19.96 acres and has a proposed land use of Rural Estate (single family detached). This use would produce a reduced development density than the current zoning and be more consistent with the adjacent land uses within the project, Transitional Residential and Public Parkland.

Parcels 10 and 11 consist of approximately 4.204 acres and 2.003 acres, respectively and are located adjacent to Texas Department of Transportation right of way for RM 1431. As is consistent with most state right of way frontage within the City, including the property on the west side of Manzano Mile, a zoning use of General Commercial is requested.

If you have any questions, or require additional information, please feel free to contact me at (830) 693-5635 or via email at [starym@kcengineering.com](mailto:starym@kcengineering.com). Thank you for your consideration.

Sincerely,

K.C. Engineering, Inc.  
Firm Registration #F-000977



By:

D. Martin Stary, P.E.  
Senior Engineer

01-22-26

## ORDINANCE NO. 2026-O-03A

**AN ORDINANCE OF THE CITY OF MARBLE FALLS, TEXAS AMENDING THE ZONING ORDINANCE AND ZONING MAP BY CHANGING THE ZONING FOR 26.167 ACRES OUT OF THE HIGHLANDS SUBDIVISION, BEING OUT OF THE PHILLIP H. CAMMANS SURVEY NO. 125, ABSTRACT NO. 183, THE C.D. BALL SURVEY NO. 25, ABSTRACT NO. 126, AND THE MARY W. RHODES SURVEY NO. 207, ABSTRACT NO. 731, CITY OF MARBLE FALLS, BURNET COUNTY, TEXAS, AS FOLLOWS: PARCEL 8 (19.96 ACRES) FROM NEIGHBORHOOD COMMERCIAL (NC) TO RURAL ESTATE (RE); PARCEL 10 (4.204 ACRES) FROM NEIGHBORHOOD COMMERCIAL (NC) TO GENERAL COMMERCIAL (GC); AND PARCEL 11 (2.003 ACRES) FROM NEIGHBORHOOD COMMERCIAL (NC) TO GENERAL COMMERCIAL (GC); (THE "PROPERTY") AS MORE PARTICULARLY DEPICTED WITHIN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR A SAVINGS CLAUSE, PENALTY CLAUSE PROVIDING FOR PENALTY OF UP TO \$2,000.00 PER DAY, SEVERABILITY, REPEALER, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.**

**WHEREAS**, the Planning and Zoning Commission of the City of Marble Falls and the City Council of the City of Marble Falls, in compliance with the laws of the State of Texas, with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held two public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Marble Falls is of the opinion and finds that said zoning change should be granted and that the Zoning Map should be amended as set forth herein; **AND**

**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 future amendments; **AND**,

**WHEREAS**, the Planning & Zoning Commission recommended the proposed rezoning of the property described herein during a public hearing on Thursday, February 12, 2026, **AND**,

**WHEREAS**, the dimensions of the property are sufficient to comply with the development regulations of the proposed zoning district to reasonably accommodate the uses and development allowed by the proposed zoning district and the property is suitable for uses allowed by the proposed zoning district, and the allowed uses and development regulations of the proposed zoning are compatible with the development and conforming uses of nearby property

**WHEREAS**, the City Council thereby seeks to ensure conformance with the Future Land Use Plan of the Comprehensive Plan for the City of Marble Falls, **AND**;

**WHEREAS**, the City Council for the City of Marble Falls has considered the matter at a public hearing and deems it appropriate to rezone the property described herein to the

classification specified in this ordinance, finding the zoning changes are in conformance with the Future Land Use Plan of the Comprehensive Plan.

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

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

**SECTION II. ZONING AMENDED.** The following real property more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes shall be rezoned to the zoning classification described below in accordance with the following conditions:

- A. Parcel 8** - From Neighborhood Commercial District (NC) to Rural Estate District (RE) for a 19.96-acre tract of land out of The Highlands Subdivision, being out of the Phillip H. Cammans Survey No. 125, Abstract No. 183, City of Marble Falls, Burnet County, Texas.
- B. Parcel 10** - From Neighborhood Commercial District (NC) to General Commercial District (GC) for a 4.204-acre tract of land out of The Highlands Subdivision, being out of the C.D. Ball Survey No. 25, Abstract No. 126, City of Marble Falls, Burnet County, Texas.
- C. Parcel 11** - From Neighborhood Commercial District (NC) to General Commercial District (GC) for a 2.003-acre tract of land out of The Highlands Subdivision, being out of the Mary W. Rhodes Survey No. 207, Abstract No. 731, City of Marble Falls, Burnet County, Texas.

**SECTION III. OFFICIAL ZONING MAP.** The City Secretary is hereby authorized and directed to make the necessary changes so as to reflect the provisions of this Ordinance on the Official Zoning Map of the City of Marble Falls, Texas, which bears the name of the Mayor and is attested by the City Secretary and is kept at City Hall, in Marble Falls, Texas.

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

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

**SECTION VI. REPEALER CLAUSE.** The provisions of this ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, provided, however, that all prior ordinance or parts of ordinances inconsistent or in conflict with any of the provisions of this ordinance are hereby expressly

repealed to the extent that such inconsistency is apparent. This ordinance shall not be construed to require or allow any act which is prohibited by any other ordinance.

**SECTION VII. PENALTY CLAUSE.** Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and, upon conviction, shall be fined a sum not exceed \$2,000.00 for each offense, and each and every violation or day such violation shall continue or exist shall be a separate offence.

**SECTION VIII. EFFECTIVE DATE.** This ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

**SECTION IX. NOTICE AND MEETING CLAUSE.** 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.

**DULY PASSED** by the City Council of the City of Marble Falls, Texas, on the 3<sup>RD</sup> day of March 2026.

APPROVED:

---

John Packer, Mayor

ATTEST:

---

Christina McDonald, City Secretary

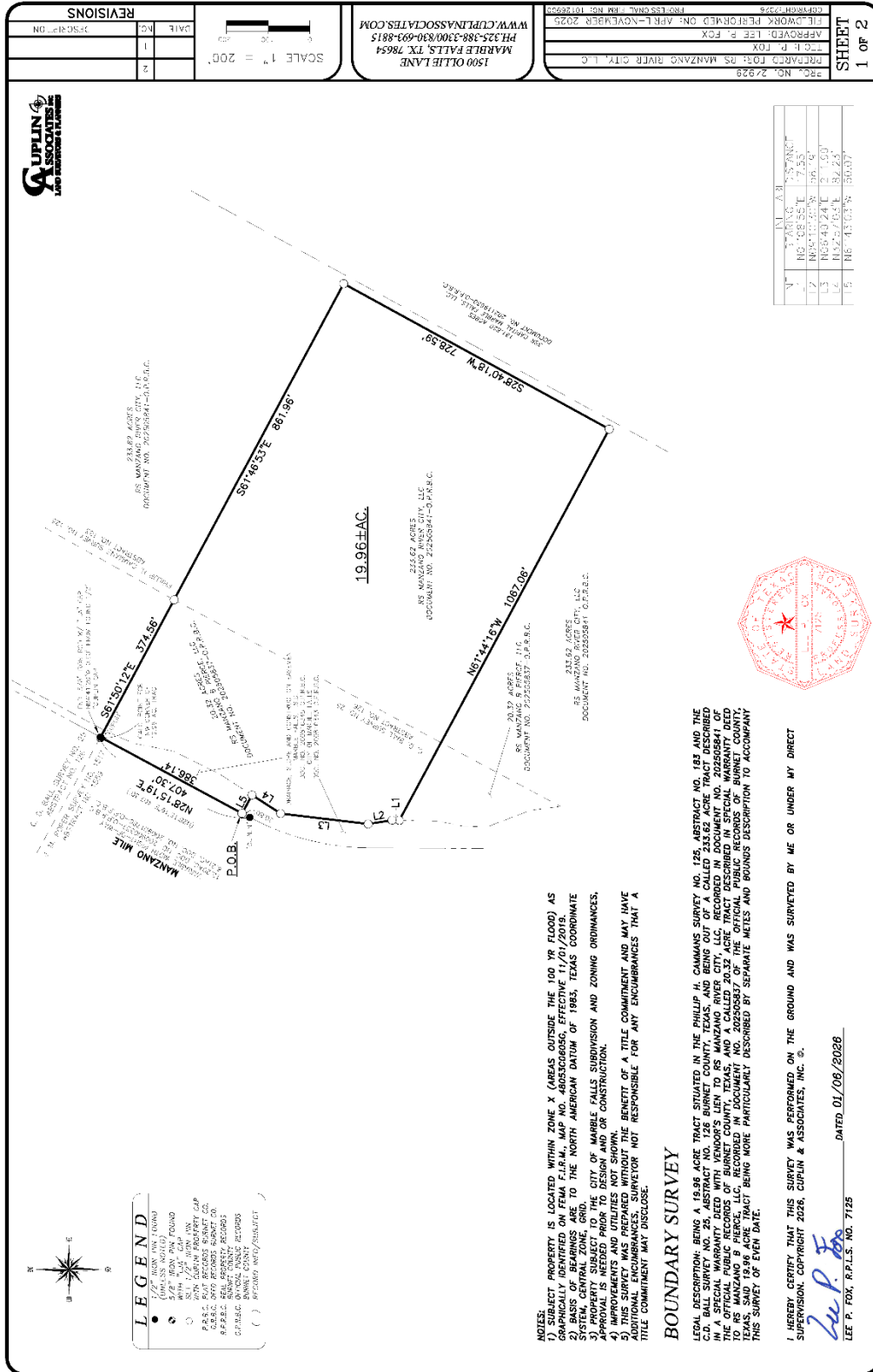
(Seal)

APPROVED AS TO FORM:

---

Josh Brockman-Weber, City Attorney

# EXHIBIT "A" (Page 1 of 6) PARCEL 8 SURVEY



**EXHIBIT "A" (Page 2 of 6)**  
**PARCEL 8 METES AND BOUNDS**

**CUPLIN & ASSOCIATES, Inc.**  
land surveyors & planners

Prepared For: RS Manzano River City, LLC  
Project No. 24929  
Date: 01/05/2026

**BEING A 19.96 ACRE TRACT SITUATED IN THE PHILLIP H. CAMMANS SURVEY NO. 125, ABSTRACT NO. 183 AND THE C.D. BALL SURVEY NO. 25, ABSTRACT NO. 126 BURNET COUNTY, TEXAS, AND BEING OUT OF A CALLED 233.62 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO RS MANZANO RIVER CITY, LLC, RECORDED IN DOCUMENT NO. 202505841 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, AND A CALLED 20.32 ACRE TRACT DESCRIBED IN SPECIAL WARRANTY DEED TO RS MANZANO B PIERCE, LLC, RECORDED IN DOCUMENT NO. 202505837 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 19.96 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 1/2" iron pin set with "CUPLIN" property cap along the easterly right-of-way line of Manzo Mile, the westerly line of said 20.32 acre tract, and at a westerly corner hereof, WHENCE a 1/2" iron pin found with "CUPLIN" property cap bears South 28°15'19" West, a distance of 20.80' for reference;

**THENCE** North 28°15'19" East, along the easterly right-of-way line of said Manzano Mile, the westerly line of said 20.32 acre tract, and hereof, a distance of 386.14' to a 1/2" iron pin set with "CUPLIN" property cap at the northwesterly corner hereof, WHENCE a 1/2" iron pin found with "CUPLIN" property cap bears North 28°15'19" East, a distance of 0.36' for reference;

**THENCE** South 61°50'12" East, along a southwesterly line of said 233.62 acre tract, the northwesterly line of said 20.32 acre tract, and hereof, a distance of 374.56' to a 1/2" iron pin set with "CUPLIN" property cap at the most northerly northeast corner of said 20.32 acre tract, a southwesterly interior corner of said 233.62 acre tract, and at a northerly angle point hereof;

**THENCE** over and across said 233.62 acre tract, and with the outbounds hereof, the following three (3) courses and distances:

- 1) South 61°46'53" East, a distance of 861.96' to a 1/2" iron pin set with "CUPLIN" property cap at the northeasterly corner hereof;
- 2) South 28°40'18" West, a distance of 728.59' to a 1/2" iron pin set with "CUPLIN" property cap at the southeasterly corner hereof;
- 3) North 61°44'16" West, at approximately 855.0' cross into said 20.32 acre tract, for a total distance of 1067.06' to a 1/2" iron pin set with "CUPLIN" property cap at the southwesterly corner hereof;

**THENCE** over and across said 20.32 acre tract and with the westerly outbounds hereof, the following five (5) courses and distances:

- 1) North 01°08'55" East, a distance of 17.55' to a 1/2" iron pin set with "CUPLIN" property cap for corner;
- 2) North 09°10'30" West, a distance of 58.19' to a 1/2" iron pin set with "CUPLIN" property cap for corner;
- 3) North 06°49'24" East, a distance of 211.99' to a 1/2" iron pin set with "CUPLIN" property cap for corner;
- 4) North 32°57'03" East, a distance of 82.23' to a 1/2" iron pin set with "CUPLIN" property cap for corner;
- 5) North 61°43'03" West, a distance of 50.07' to the **POINT OF BEGINNING**, and containing 19.96 acres, more or less.

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. COPYRIGHT 2026, CUPLIN & ASSOCIATES, INC. ©. BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE. A PLAT OF SURVEY OF EVEN DATE WAS PREPARED AND IS INTENDED TO ACCOMPANY THE ABOVE DESCRIBED TRACT OF LAND.



Lee. P. Fox  
Registered Professional Land Surveyor No. 7125

Dated: 01/06/2026



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



**EXHIBIT "A" (Page 4 of 6)**  
**PARCEL 10 METES AND BOUNDS**

**CUPLIN & ASSOCIATES, Inc.**  
land surveyors & planners

Prepared For: RS Manzano River City, LLC  
Project No. 24929  
Date: 01/06/2026

**BEING A 4.204 ACRE TRACT SITUATED IN THE MARY W. RHODES SURVEY NO. 207, ABSTRACT NO. 731 BURNET COUNTY, TEXAS, AND BEING OUT OF A CALLED 20.32 ACRE TRACT DESCRIBED IN SPECIAL WARRANTY DEED TO RS MANZANO B PIERCE, LLC, RECORDED IN DOCUMENT NO. 202505837 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 4.204 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 1/2" iron pin found with "CUPLIN" property cap at the northeasterly intersection of R.M. No. 1431 and Manzano Mile, at the southwesterly corner of said 20.32 acre tract, and hereof;

**THENCE** along the easterly right-of-way line of said Manzano Mile, the westerly line of said 20.32 acre tract, and hereof, the following two (2) courses and distances:

- 1) North 26°43'21" East, at a distance of 40.39' pass a Texas Department of Transportation Type II brass disc, for a total distance of 222.53' to a 1/2" iron pin found at the beginning of a curve to the left;
- 2) Along said curve to the left having a radius of 705.00', an arc length of 164.55', a chord bearing of North 20°02'19" East, and a chord length of 164.18' to a 1/2" iron pin set with "CUPLIN" property cap at the northwesterly corner hereof, WHENCE a 1/2" iron pin found with "CUPLIN" property cap bears a chord of North 06°51'48" East, a distance of 159.33' for reference;

**THENCE** over and across said 20.32 acre tract, and with the outbounds hereof, the following three (3) courses and distances:

- 1) South 66°12'45" East, a distance of 453.78' to a 1/2" iron pin set with "CUPLIN" property cap at the northeasterly corner hereof;
- 2) South 22°16'41" West, a distance of 201.89' to a 1/2" iron pin set with "CUPLIN" property cap for an easterly angle point hereof;
- 3) South 26°43'36" West, a distance of 220.75' to a 1/2" iron pin set with "CUPLIN" property cap along the northerly right-of-way line of said R.M. No. 1431, the southerly line of said 20.32 acre tract, and at the southeasterly corner hereof, WHENCE a calculated point at the southeasterly corner of said 20.32 acre tract bears South 63°16'24" East, a distance of 410.69' and from said calculated point a 1/2" iron pin found bears North 25°36'56" East, a distance of 0.52' for reference;

**THENCE** along the northerly right-of-way line of said R.M. No. 1431, the southerly line of said 20.32 acre tract, and hereof, the following two (2) courses and distances:

- 1) North 63°16'24" West, at a distance of 116.25' pass a Texas Department of Transportation Type I monument, for a total distance of 249.99' to a Texas Department of Transportation Type II brass disc;
- 2) North 59°29'54" West, a distance of 200.15' to the **POINT OF BEGINNING**, and containing 4.204 acres, more or less.

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. COPYRIGHT 2026, CUPLIN & ASSOCIATES, INC. ©. BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE. A PLAT OF SURVEY OF EVEN DATE WAS PREPARED AND IS INTENDED TO ACCOMPANY THE ABOVE DESCRIBED TRACT OF LAND.



Dated: 01/06/2026

Lee P. Fox  
Registered Professional Land Surveyor No. 7125



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



**EXHIBIT "A" (Page 6 of 6)  
PARCEL 11 METES AND BOUNDS**

**CUPLIN & ASSOCIATES, Inc.**  
land surveyors & planners

Prepared For: RS Manzano River City, L.L.C.  
Project No. 24929  
Date: 01/06/2026

**BEING A 2.003 ACRE TRACT SITUATED IN THE MARY W. RHODES SURVEY NO. 207, ABSTRACT NO. 731 BURNET COUNTY, TEXAS, AND BEING OUT OF A CALLED 20.32 ACRE TRACT DESCRIBED IN SPECIAL WARRANTY DEED TO RS MANZANO B PIERCE, LLC, RECORDED IN DOCUMENT NO. 202505837 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 2.003 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 1/2" iron pin set with "CUPLIN" property cap along the northerly right-of-way line of R.M. No. 1431, along the southerly line of said 20.32 acre tract, and at the southwesterly corner hereof, **WHENCE** a Texas Department of Transportation Type I monument bears North 63°16'24" West, a distance of 116.25 for reference;

**THENCE** over and across said 20.32 acre tract, and with the outbounds hereof, the following three (3) courses and distances:

- 1) North 26°43'36" East, a distance of 220.75' to a 1/2" iron pin set with "CUPLIN" property cap at the northwesterly corner hereof;
- 2) South 64°23'36" East, a distance of 386.34' to a 1/2" iron pin set with "CUPLIN" property cap at the northeasterly corner hereof;
- 3) South 25°36'56" West, a distance of 228.35' to a 1/2" iron pin set with "CUPLIN" property cap at the southeasterly corner hereof, **WHENCE** a calculated point at the southeasterly corner of said 20.32 acre tract bears South 63°16'24" East, a distance of 20.00' and from said calculated point a 1/2" iron pin found bears North 25°36'56" East, a distance of 0.52' for reference;

**THENCE** North 63°16'24" West, along the northerly right-of-way line of said R.M. No. 1431, the southerly line of said 20.32, and hereof, a distance of 390.69' to the **POINT OF BEGINNING**, and containing 2.003 acres, more or less.

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. COPYRIGHT 2026, CUPLIN & ASSOCIATES, INC. ©. BASIS OF BEARINGS ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, CENTRAL ZONE. A PLAT OF SURVEY OF EVEN DATE WAS PREPARED AND IS INTENDED TO ACCOMPANY THE ABOVE DESCRIBED TRACT OF LAND.



Dated: 01/06/2026

Lee. P. Fox  
Registered Professional Land Surveyor No. 7125



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

Page 2 of 2

**March 3, 2026**

**7. REGULAR AGENDA**

- (b) Discussion and Action on the award of a Professional Services Agreement with The Estes Group, LLC, in an amount not to exceed \$30,441.00, to provide preliminary engineering services for the US Hwy. 281 and Second Street Improvements Project and authorize the City Manager to execute the agreement.  
*Bill Neve, Engineering Project Manager*
-



**Council Agenda Item Cover Memo**  
**March 3, 2026**

**Agenda Item No.:** 7(b)  
**Presenter:** Bill Neve, Project Manager  
**Department:** Engineering  
**Legal Review:**  N/A

**AGENDA CAPTION**

Discussion and Action on the award of a Professional Services Agreement with The Estes Group, LLC, in an amount not to exceed \$30,441.00, to provide preliminary engineering services for the US 281 & 2<sup>nd</sup> Street Improvements Project and authorize the City Manager to execute the agreement.

**BACKGROUND INFORMATION**

As the City of Marble Falls Downtown District continues to develop, we are observing an increased amount of traffic through the intersection of US Hwy 281 navigating onto 2<sup>nd</sup> Street. The traffic at the east bound approach is beginning to queue more due to the constrained geometrics of the intersection. The ability to make a right-hand turn is not possible as there is not a dedicated lane.

The contemplated project design provides for a dedicated right-lane or colloquially known as a "slip-lane". The design as presented conceptually would require dedication to right-of-way, which is being discussed separately from this item.

Below is a list of services provided with this Professional Services Agreement:

- Project Management and Coordination
- Data Collection and Preliminary Engineering
- Design Surveying
- Utility Coordination and Subsurface Utility Engineering (SUE)
- Geotechnical Engineering
- Conceptual Development
- Roadway Design

**BUDGET IMPLICATIONS**

**Current Budget**

**New Budget Request**

**Non-Budgetary**

This project is being funded through Fund 68 (General Fund) within the Capital Funds Budget. Excess bond proceeds from the Nature Heights Drive extension project are being utilized.

**STAFF RECOMMENDATION**

Staff recommends award of a Professional Services Agreement with The Estes Group, LLC, and authorize the City Manager to execute the agreement.



## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the 4<sup>th</sup> day of March 2026 by and between the City of Marble Falls, Texas ("City") and The Estes Group, LLC ("Consultant").

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

**Section 1.** City hereby engages Consultant, and Consultant hereby accepts such engagement, to provide the services related to the Marble Falls US 281 Street Intersection Improvements as specified in Attachment "A" (the "Services"). Consultant shall perform the Services for the benefit of the City upon the terms and conditions contained in this Agreement.

**Section 2. Term and Termination.**

(a) **Term.** The term of Consultant's engagement by City hereunder (the "Term") shall commence on the date of this Agreement and will continue in effect until completion of the Services, unless it is earlier terminated in accordance with this Section. The Services are anticipated to be performed by the Consultant within 3 months from notice to proceed from the City.

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

**Section 3. Services.**

(a) **Scope of Services.** The Services shall include those items listed on Attachment A which is incorporated herein by reference for all purposes. In order for the Consultant to perform the Services, the City's obligation for providing information and support is also described in Attachment A. Attachment "A" describes all phases of the Services anticipated to be provided by the Consultant.

(b) **Performance.** The Services, and other duties of Consultant hereunder shall be performed in accordance with a mutually agreed upon schedule, and each phase or task to be performed by Consultant shall commence upon the receipt by Consultant of a written Notice to Proceed. The Consultant shall not undertake any work or portion of a task or phase prior to issuance by the City of a written Notice to Proceed for that task or phase of work. Consultant shall provide to the City, prior to commencing with the work, a task-by-task schedule of the Services to be performed, and will submit monthly updates to the schedule to the City to indicate progress on conducting the Services and adjustments to the work schedule. The quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional holding the same professional license.

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

(d) **Consultant Responsibility.** Acceptance and approval of the work performed by Consultant or acceptance and approval of any report, document, or computer program by the City shall not constitute nor be deemed a release

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

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

**Section 4. Compensation.**

(a) **Fee.** In exchange for Consultant's ongoing performance of the Services associated with Attachment "A" and the other duties and obligations under this Agreement, City shall pay to Consultant the fees and expenses (the "Fee") set out in Attachment "B", which is attached hereto and incorporated herein for all purposes. The Fee shall be the sole compensation due Consultant in connection with its rendition of the Services identified in Attachment "A". Payments to Consultant will be made by City from invoices submitted by the Consultant and shall be based on the percentage of the work performed by Consultant on the Project as of the date of the invoice. Invoices shall itemize the services performed between Base Services, Additional Services and expenses, as applicable.

The Fee is to be paid in accordance with the schedule of values included in Attachment "B", to include any and all expenses that may be incurred by Consultant in the performance of the Services associated with this Agreement. Except as provided in Section 3 (c), Consultant Fees shall not exceed the lump sums provided in Attachment B. City shall not be obligated to reimburse Consultant for any additional expenses incurred by Consultant in connection with Consultant's performance of such Services except in accordance with Section 3c of this contract. Subsequent amendments to this Contract may be executed by the City to authorize additional fees for the Consultant to provide Additional Services, if applicable.

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

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

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

ordinances, rules or orders; or (ii) for any injury, loss or damage arising from or out of any act or omission of Consultant .

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

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

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

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

The total amount of all claims the City may have against the Consultant under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or \$1,110,000. As the City's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors.

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

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

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

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

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

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

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

(d) Professional Liability – \$500,000.00 each claim and \$1,000,000.00 in the aggregate.

**Section 12. INDEMNITY.**

**CONSULTANT HEREBY EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND THE CITY'S OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL EXPENSES, CLAIMS, DEMANDS, COSTS, AND CAUSES OF ACTIONS, INCLUDING REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF ALL CLAIMS AND DEMANDS (COLLECTIVELY, "COSTS"), TO THE EXTENT DIRECTLY CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES IN CONNECTION WITH THIS AGREEMENT BY CONSULTANT, ITS OFFICERS, AGENTS, EMPLOYEES AND PARTIES WITH WHOM IT CONTRACTS, INCLUDING SUB-CONSULTANTS, AND FROM ALL COSTS IN CONNECTION WITH INJURY OR PROPERTY DAMAGES TO THE EXTENT DIRECTLY CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT BY CONSULTANT, ITS EMPLOYEES, AGENTS, REPRESENTATIVES AND PARTIES WITH WHOM IT CONTRACTS, INCLUDING SUB-CONSULTANTS.**

**Section 13. Confidentiality.** Consultant covenants and agrees that it shall not, at any time, directly or indirectly, divulge or disclose for any purpose whatsoever, confidential and proprietary information concerning the City that has been developed by the City, or obtained by Consultant from the City or disclosed to the Consultant by the City, as a result of the performance of the Consultant's work, duties and obligations under this Agreement. The parties stipulate that, as between them, the aforementioned matters are important, material, and confidential and gravely affect the effective and successful conduct of the business of the City and its goodwill, and that any breach of the terms of this section is a material breach of this Agreement. The parties further stipulate that no adequate remedy at law exists for a violation of this Section by Consultant and that therefore the City shall be entitled to seek injunctive relief against Consultant for such a violation. "Confidential and proprietary information" of the City shall include, but not be limited to, costs and pricing financial and technical information, ideas, designs, specifications, techniques, models, data, programs, documentation, processes, know-how, customer lists, marketing plans, and information discussed at any meetings in which the City is present. "Confidential Information" shall also include any individually identifiable information of Participants.

The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.

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

**Section 14. Ownership and Use of Documents.** Consultant agrees that items such as plans, drawings, photos, designs, studies, specifications, data, computer programs, schedules, technical reports, or other work products which is/are specified to be delivered under this Agreement, and which is/are to be paid for by the City, is/are subject to the rights of the City in effect on the date of execution of this Agreement. Subject to the last sentence in this section, these rights include the right to use, duplicate and disclose such items, in whole or in part, in any manner and for whatever purpose; and, to have others do so. If an item produced by Consultant is copyrightable, Consultant may copyright it, subject to the rights of the City. The City reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, modify and use such items and to authorize others to do so. Consultant shall mark all confidential or proprietary information as such prior to furnishing it to the City. Notwithstanding anything to the contrary contained herein, the City agrees that

all rights and licenses afforded to the City in this section are limited to the use by the City exclusively for the City and not commercially or with an intent to profit from such information, and the City agrees to keep such information confidential from all parties not directly involved in the permitted use of such information unless required to release the information pursuant to the Texas Public Information Act, Chapter 552, Texas Government Code.

**Section 15. Notice.** Invoices and working documents may be hand delivered or sent by regular first class United States mail. Working documents, progress reports, computer documents, computer files, or computer software may be sent through electronic mail (e-mail). Except for the information and/or documents specified above, any notice required to be given pursuant to this Agreement shall be in writing and shall be either delivered personally to the party to be notified, or sent by registered or certified mail, first class postage prepaid, return receipt requested, addressed to the party to be notified at such party's address:

Consultant:

The Estes Group, LLC  
9025 W. SH 29, Suite OF2 - 205  
Liberty Hill, TX 78642

Email: kristy.estes@teg-tx.com

CITY:

City of Marble Falls, Texas:  
800 Third St.  
Marble Falls, Texas 78654  
Attn: Caleb Kraenzel

**Section 16. Statutory Terms Applicable To Political Subdivisions.** As required by Chapter 2270, Government Code, CONSULTANT hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**Section 17. Attorney Fees.** In the event any party to this agreement should bring suit against the other party with respect to any matters provided for in this Agreement, the prevailing party shall be entitled to recover from such other party its costs of court, legal expenses and reasonable attorneys' fees in connection with such suit.

**Section 18. Non-Waiver.** Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

**Section 19. Iran, Sudan and Foreign Terrorist Organizations.** CONSULTANT represents that neither it nor any of its parent company, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes CONSULTANT and each of its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. CONSULTANT

understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with CONSULTANT and exists to make a profit.

**Section 20. Form 1295.** Submitted herewith is a completed Form 1295 in connection with CONSULTANT's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from CONSULTANT, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. CONSULTANT and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in Form 1295; that the information contained in the Form 1295 has been provided solely by CONSULTANT and the City has not verified such information.

**Section 21. Governmental Powers; Waivers of Immunity.** By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

**Section 22. No Third Party Beneficiary.** For purposes of this Agreement, including its intended operation and effect, the parties (City and CONSULTANT) specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with City or CONSULTANT or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or CONSULTANT.

**Section 23. Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may not be amended or modified in any manner except by a written agreement signed by each of the parties hereto.

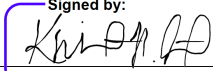
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

**CITY OF MARBLE FALLS, TEXAS**

By: \_\_\_\_\_

Name/Title:

**THE ESTES GROUP, LLC**

By: \_\_\_\_\_  


Name/Title: Chief Executive Officer

2/9/2026

# ATTACHMENT "A"

## **Scope of Work – Marble Falls US 281 at 2<sup>nd</sup> Street Intersection Improvements**

### **1. Project Management and Coordination**

Scope of work for this assignment will include design of 30% PS&E. TEG will provide overall project management, including coordination with the City of Marble Falls, TxDOT, utility companies, and subconsultants.

- A. Conduct virtual kickoff.
- B. Manage subconsultant contracts (Survey, Geotechnical).
- C. Provide monthly progress reporting, invoicing, and schedule tracking.
- D. Maintain communication and coordination with the adjacent property owner through the City.

### **2. Data Collection and Preliminary Engineering**

- A. Review existing plans, aerial imagery, and utility information.
- B. Conduct site reconnaissance to confirm project limits and conditions.
- C. Compile base mapping integrating new survey and SUE.

### **3. Design Survey**

TEG will perform a topographic and boundary survey of the project area through a qualified subconsultant.

- A. Collect Supplement Design Survey (Drainage & Visible Utilities)
- B. Base Topo Design Map
- C. Control Sheet
- D. QA/QC

### **4. Utility Coordination and Subsurface Utility Engineering (SUE)**

TEG will perform a desktop-level subsurface utility investigations search using publicly available sources.

- A. Provide Utility Conflict Matrix.

- B. Incorporate utility locations into the design base file and plan sheets.

## **5. Environmental - OMIT**

## **6. Geotechnical Engineering**

TEG will perform geotechnical engineering through a qualified subconsultant.

- A. Coordinate all boring locations and underground utilities (electrical, water, wastewater, sewer, telephone, and gas) with line locators. It is assumed that the work will be completed on the adjacent property in the proposed turn lane location and no traffic control or street permits will be required. Right-of-Entry will be obtained by others.
- B. All necessary manpower, equipment and materials for drilling, logging and sampling 2 geotechnical borings at a depth of approximately 6-10 feet below existing grade.
- C. The boreholes will be logged in the field by an experienced driller familiar with Marble Falls area geology.
- D. Backfill all bore holes immediately after drilling and patching asphalt or concrete.
- E. Perform in-house laboratory testing consisting of conventional geotechnical tests such as soil classifications, moisture contents, Atterberg limits, grain size analyses, and minus 200 sieves.
- F. A Geotechnical Report will be issued to include a generalized boring location plan, logs of borings, laboratory test results and pavement thickness design recommendations.
- G. QA/QC performed on each submittal.

## **7. Concept Development**

TEG will develop conceptual design alternatives to refine the attached preliminary exhibit and support City decision-making prior to detailed design.

- A. Develop up to two (2) geometric concepts that avoids signal relocation.

## **8. Roadway Design**

TEG will prepare 30% roadway construction plans meeting TxDOT and City of Marble Falls design standards. Deliverables will include:

- A. Plan and Profile Sheet (1 sheet)
- B. Typical Sections (2 sheets)
- C. Roadway Quantities and Summaries

- D. Project Layouts (1 sheet)
- E. Horizontal Alignment Data Sheets
- F. Superelevation Diagrams - OMIT
- G. Removal Plans (1 sheet)
- H. Miscellaneous / Structural Details - OMIT
- I. Roadway Standard Details
- J. Cross Sections - OMIT
- K. Traffic Control Plan - OMIT

**9. Drainage Design - OMIT**

**10. Traffic Design - OMIT**

**11. TxDOT Driveway Permit Coordination - OMIT**

**12. Bid Documents - OMIT**

**13. Construction Phase Services - OMIT**

**14. Deliverables**

- A. Concept exhibits (up to two alternatives) and summary memorandum
- B. Survey Base Map (DGN + PDF)
- C. Utility Conflict Matrix
- D. Geotechnical Report
- E. 30% Plan Submittal (PDF)
- F. Construction Cost Estimates

**15. Assumptions**

- The existing traffic signal will remain.
- Environmental documentation omitted.
- City will manage ROW acquisition.

# ATTACHMENT "B"

Task Description	Project Manager	Quality Manager	Engineer (Senior)	Engineer (Project)	Engineer (Design)	Engineer-In-Training	Utility Coordinator (Senior)	Administrative/Clerical	Quantity	TOTAL HRS.	TOTAL LABOR HRS. & COSTS
<b>Task 1 Project Management</b>											
A) Virtual kickoff	1			1						2	\$ 590.00
B) Manage subconsultant contracts (Survey, Geotechnical)	2							2		4	\$ 930.00
C) Progress reporting, invoicing, and schedule tracking			1	2						3	\$ 760.00
D) Maintain communication and coordination with adjacent property owner	2			1						3	\$ 950.00
<b>Task 2 Data Collection and Review</b>											
A) Review existing plans, aerial imagery, and utility information				1	4					5	\$ 970.00
B) Conduct site reconnaissance to confirm project limits and conditions					6	6				12	\$ 1,950.00
C) Compile base mapping integrating new survey and SUE						2				2	\$ 280.00
<b>Task 4 Utility Coordination</b>											
B) Provide Utility Conflict Matrix							8			8	\$ 1,840.00
C) Utility base file							4			4	\$ 920.00
<b>Task 7 Concepts Development</b>											
A) Develop up to two (2) geometric concepts				2	4	12				18	\$ 2,880.00
<b>Task 8 Roadway Design</b>											
A) Plan and Profile Sheet (1 Sheet)				2	4	10				16	\$ 2,600.00
B) Typical Sections (2 Sheets)				1	2	6				9	\$ 1,440.00
C) Roadway Quantities and Summaries					3					3	\$ 555.00
D) Project Layouts (1 Sheet)					1	2				3	\$ 465.00
E) Horizontal Alignment Data Sheets					1	1				2	\$ 325.00
F) Superelevation Diagrams - OMIT										0	\$ -
G) Removal Plans (1 Sheet)				1	2	4				7	\$ 1,160.00
H) Miscellaneous / Structural Details - OMIT										0	\$ -
I) Roadway Standard Details					1	1				2	\$ 325.00
J) Cross Sections - OMIT										0	\$ -
K) Traffic Control Plan - OMIT										0	\$ -
<b>Task 9 Drainage Design</b>											
<b>Task 10 Traffic Design</b>											
<b>Task 11 Driveway Permit Coordination</b>											
<b>Task 12 Bid Documents</b>											
<b>Task 13 Construction Phase Services</b>											
<b>Direct Expenses</b>											
a) Mileage (\$0.70/mile)									270		\$ 189.00
<b>HOURS SUB-TOTALS</b>	5	0	1	11	28	44	12	2		103	\$ 19,129.00
<b>CONTRACT RATE PER HOUR</b>	\$ 360.00	\$ 300.00	\$ 300.00	\$ 230.00	\$ 185.00	\$ 140.00	\$ 230.00	\$ 105.00			
<b>TOTAL LABOR COSTS</b>	\$ 1,800.00	\$ -	\$ 300.00	\$ 2,530.00	\$ 5,180.00	\$ 6,160.00	\$ 2,760.00	\$ 210.00			
<b>% DISTRIBUTION OF STAFF HOURS</b>	4.9%	0.0%	1.0%	10.7%	27.2%	42.7%	11.7%	1.9%			

NOTES

one in-person meeting every 2 months (6 trips)

14 January 2026

The Estes Group  
9025 W. SH 29, Suite OF2-205  
Liberty Hill, Texas 78642

Attn: Mr. Tony Estes, P.E.

Re: 2<sup>nd</sup> Street Turn Lane  
2<sup>nd</sup> Street & US 281  
Marble Falls, Texas

Dear Mr. Estes:

As per your request, we are providing a cost estimate for performing a Geotechnical Investigation for the above referenced project. The purpose of the investigation is to determine subsurface soil and groundwater conditions at the site and obtain samples for laboratory testing in order to provide pavement thickness design recommendations for the proposed turn lane.

It is our understanding the project will consist of a new turn lane on 2<sup>nd</sup> Street onto US 281.

#### SCOPE OF SERVICES

Our scope of services generally follows the email dated 14 January 2026. The scope of our services will include:

1. Holt will coordinate all boring locations and underground utilities (electrical, water, wastewater, sewer, telephone, and gas) with line locators. We assume the work will be completed on the adjacent property in the proposed turn lane location and no traffic control or street permits will be required. Right-of-Entry will be obtained by others.
2. All necessary manpower, equipment and materials for drilling, logging and sampling 2 geotechnical borings at a depth of approximately 6-10 feet below existing grade.
3. The boreholes will be logged in the field by an experienced driller familiar with Marble Falls area geology.
4. Backfilling all bore holes immediately after drilling and patching asphalt or concrete.
5. Performing in-house laboratory testing consisting of conventional geotechnical tests such as

soil classifications, moisture contents, Atterberg limits, grain size analyses, and minus 200 sieves.

6. A Geotechnical Report will be issued to include a generalized boring location plan, logs of borings, laboratory test results and pavement thickness design recommendations.

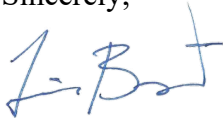
In house QA/QC reviews will be conducted during all phases of the work and on all our deliverables provided. A principal engineer will conduct the review on each submittal.

Based on the scope of work outlined above, we have prepared a detailed cost estimate for our services. We guarantee not to exceed \$6,887.00 without your prior written permission. Budgets provided herein may be moved between the various work elements to accommodate the overall project budget. In addition, engineering hours may shift between the various tasks as needed to complete the scope of the project as demands dictate. After receiving NTP, Holt should be able to mobilize within 2 weeks and we expect the drilling to take up to one day. After drilling is completed, it will take an additional 2-3 weeks to run lab tests and get the report out.

An itemized cost estimate is attached. It should be noted, the attached cost estimate is based on our current understanding of the project; a re-evaluation of the cost estimate will be necessary to adjust for scope changes or if conditions differ from those anticipated. This cost does not include construction phase services.

We appreciate the opportunity to offer our services. If we can answer any questions concerning the above, please do not hesitate to call.

Sincerely,



Travis H. Bryant, P.E.  
Principal Engineer  
Holt Engineering, Inc.  
TBPE Firm Registration No. F-430

Enc: Itemized Cost Estimate

Project Name: **2nd Street Turn Lane**

Date: 14-Jan-2026

<b>2.1 Rig Mobilization</b>			No.														Total	Price Total
Austin	\$750.00	Ea.	1														1	\$750.00
SUBTOTAL																		\$750.00

<b>Layout Borings:</b>			No.														Total	Price Total
EIT II	\$100.00	Hr.	4.0														4	\$400.00
SUBTOTAL																		\$400.00

<b>Locate Utilities:</b>				Total # of	Price Per												Total	Price Total
	Trips	Hrs. Per Trip		Hours	Hour													
EIT II	1.0	3.0		3.0	\$100.00												3.0	\$300.00
SUBTOTAL																		\$300.00

<b>2.3 Drilling, Logging &amp; Sampling 2 Borings at 6-10 Ft./Ea.( Minimum Rig Charge is \$1,200.00)</b>																		
			L.F.														Total	Price Totals
2.3.1 Auger Drilling 0 - 25	\$20.00	Ft.	60														60	\$1,200.00
2.3.2 Auger Drilling 25 - 35	\$26.25	Ft.	0														0	\$0.00
2.3.3 Auger Drilling 35 - 50	\$29.50	Ft.	0														0	\$0.00
2.5.1 Rock Coring 0 - 25	\$34.75	Ft.	0														0	\$0.00
2.5.2 Rock Coring 25 - 35	\$36.75	Ft.	0														0	\$0.00
2.5.3 Rock Coring 35 - 50	\$40.00	Ft.	0														0	\$0.00
2.5.4 Rock Coring 50 - 65	\$42.00	Ft.	0														0	\$0.00
2.5.5 Rock Coring 65 - 80	\$47.25	Ft.	0														0	\$0.00
2.3.4/5 Split Spoon/Shelby Tube Samples:	\$26.75	Ea.	0														0	\$0.00
2.8 Support Truck	\$170.00	Day	0														0	\$0.00
SUBTOTAL																	60	\$1,200.00

Project Name: **2nd Street Turn Lane**

<b>Project Coordination:</b>			No.												Total	Price Total
President - Travis Bryant	\$250.00	Hr.	3												3	\$750.00
Professional Engineer I	\$185.00	Hr.	1												1	\$185.00
SUBTOTAL																\$935.00

<b>3 In-House Laboratory Testing:</b>			No.												Total	Price Totals
3.3 Atterberg Limits	\$115.00	Ea.	4												4	\$460.00
3.1 Moisture Contents	\$28.00	Ea.	4												4	\$112.00
3.5 No. 200 Sieve	\$80.00	Ea.	4												4	\$320.00
3.6 Particle Grad Incl #200 Sieve	\$138.00	Ea.	0												0	\$0.00
3.2 Moisture Content + Dry Density	\$48.00	Ea.	0												0	\$0.00
3.14 Unconfined Compression Tests	\$90.00	Ea.	0												0	\$0.00
3.31 PVR	\$275.00	Ea.	0												0	\$0.00
SUBTOTAL																\$892.00

<b>Engineering Report (Draft &amp; Final):</b>															Total	Price Total
President - Travis Bryant	\$250.00	Hr.	6												6	\$1,500.00
Professional Engineer I	\$185.00	Hr.	4												4	\$740.00
Administrative Supervisor VI	\$85.00	Hr.	2												2	\$170.00
SUBTOTAL																\$2,410.00

**TOTAL ESTIMATED COSTS** **\$6,887.00**

**March 3, 2026**

**7. REGULAR AGENDA**

(c) Discussion and Acceptance of the proposed Fiscal Year 2026/2027 Budget Calendar. *Caleb Kraenzel, City Manager*

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**Council Agenda Item Cover Memo**  
**March 3, 2026**

**Agenda Item No.:** 7(c)  
**Presenter:** Caleb Kraenzel, City Manager  
**Department:** Administration  
**Legal Review:**  Not Applicable

**AGENDA CAPTION**

Discussion and Acceptance of the proposed Fiscal Year 2026/2027 Budget Calendar.

**BACKGROUND INFORMATION**

Attached is the draft Fiscal Year 2026/2027 budget calendar. The schedule includes the budget workshop, a second budget workshop if needed, and the public meetings at which the Council will consider the budget. Please take note there are two options for the budget workshops: Option No. 1: Wednesday, July 15 and Thursday, July 16 (if needed) or Option No. 2: Wednesday, July 22 and Thursday, July 23 (if needed).

**BUDGET IMPLICATIONS**

Current Budget       New Budget Request       Non-Budgetary

**STAFF RECOMMENDATION**

This is a discussion item with possible action.

FISCAL YEAR 2026-2027 BUDGET PLANNING CALENDAR - DRAFT

March 3	Council Meeting	Council approval of Budget Calendar
March 31	City Manager & Finance	Budget Kickoff & Instructions
May 1	City Secretary	HOT Grant fund letters sent.
May 15	Initial Budget Input Deadline	All items need to be turned in, including Narratives and Performance Measures. Preliminary revenue estimates completed by Finance.
May 21	CIP Committee Workshop	Committee workshop on preliminary CIP. Council Chambers: 6 pm
June 1	City Secretary	HOT fund applications due
June 8-24	Budget Review Meetings	Meetings with City Manager, ACM and Department Heads. Location – Council Chambers
June 25	HOT Committee Meeting	Hotel Occupancy Tax funding requests presented to Committee. Council Chambers: Noon
June 25	CIP Committee Meeting	CIP presented to the CIP Committee for approval. Council Chambers: 6 pm
June 30	Finance	File proposed budget with City Secretary for publication on website (30 days before Council sets tax levy).
July 1	City Manager	City Manager meets with Councilmembers to discuss preliminary financial information and strategic priorities.
July 1	Human Resources	Employee Benefit Plan budget rewrites (Health and Dental).
July 7	City Manager Budget Workshop Review	City Manager review and approval of supplemental items in coordination with department directors.
*July 15	Budget Workshop - Council/Staff	Budget Workshop with Staff and City Council. Council Chambers: 9 am – 2 pm
*July 16	Second Budget Workshop (if needed) – Council/Staff	Second Budget Workshop with Staff and City Council. Council Chambers: 9 am – 2 pm
July 21	Finance	Publish Notice of Budget Hearing (not earlier than 30 days before PH – no later than 10 days before PH).

*July 22	Budget Workshop - Council/Staff	Budget Workshop with Staff and City Council. Council Chambers: 9 am – 2 pm
*July 23	Second Budget Workshop (if needed) – Council/Staff	Second Budget Workshop with Staff and City Council. Council Chambers: 9 am – 2 pm
July 25	Burnet Central Appraisal District	Tax Appraisal Roll received from Burnet County Appraisal District.
August 13	Finance	Proposed budget to be filed with City Secretary
August 18	Council Meeting	Public Hearing and First Reading on Budget Ordinance. Record Vote on Proposed tax rate and set PH date. Council Chambers: 6 pm
September 1	Finance	<p>Publish Notice of Tax Rate Public Hearing in the Official Newspaper. (minimum 5 days)</p> <p>Publish Notice of Budget Ordinance in the Official Newspaper (minimum 10 days no more than 30 days)</p> <p>Publish notice of proposed tax rate and public hearings on tax rate on website (7 days before PH. Must remain on website until adoption)</p>
September 15	Council Meeting	Second Reading and Adoption of Budget Ordinance. Public Hearing and Adoption of Tax Rate Ordinance. Council Chambers: 6 pm

\*Tentative – subject to final confirmation. Option No. 1 – July 15 and 16. Option No. 2 – July 22 and 23.