



**NOTICE OF MEETING
PLANNING & ZONING COMMISSION
OF MARBLE FALLS, TEXAS
Thursday, October 13, 2016 – 6:00 PM**

A quorum of the Marble Falls City Council and the Economic Development Corporation may be present

| | | |
|--|---------------------------------|--|
| Fred Zagst, <i>Vice-Chairman</i> | Steve Reitz, <i>Chairman</i> | Mike Hodge, <i>City Manager</i> |
| Dee Haddock, <i>Commissioner</i> | | Caleb Kraenzel, <i>Assistant City Manager</i> |
| Thomas E. Barr, <i>Commissioner</i> | | Elizabeth Yeh, <i>City Planner</i> |
| Darlene Oostermeyer, <i>Commissioner</i> | | Chelsea Seiter-Weatherford, <i>GIS Analyst</i> |
| Greg Mills, <i>Commissioner</i> | | Scarlet Contreras, <i>Commission Secretary</i> |
| Jason Coleman, <i>Commissioner</i> | | Patty Akers, <i>City Attorney</i> |

The City of Marble Falls Planning & Zoning Commission will meet on **Thursday, October 13, 2016**, in **regular session at 6:00 p.m.** in the City Council Chambers at 800 Third Street, Marble Falls, Texas.

The agenda listed below is distributed to the Chair, Commission members, and the Marble Falls Public Library no later than the Monday preceding the Commission meeting. The agenda is also posted on the City's website: www.marblefallstx.gov

1. **CALL TO ORDER AND ANNOUNCE PRESENCE OF QUORUM**

2. **Citizen/Visitor Comments to be heard for items not on the agenda:** This is an opportunity for citizens to address the Planning and Zoning Commission 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 Commission. The Chair may place a time limit on all comments. Any deliberation of an issue raised during Citizen Comments is limited to a proposal to place it on the agenda for a later meeting.

3. **REGULAR AGENDA:** The Commission will individually consider and possibly take action on any or all of the following items:
 - A. **Approval of Minutes:** Minutes from the regular meeting on September 1, 2016. (*Scarlet Contreras, Commission Secretary*)

 - B. **Discussion and Recommendation:** Regarding a Final Plat for the Panther Hollow Subdivision, being 13.709 acres out of the Guadalupe Flores Survey No. 7, Abstract No. 304, and the C&M Railroad Survey No. 4, abstract No. 1270, City of Marble Falls, Burnet County, Texas. Case 2016-28-FP. (*NE Marble Falls LP, applicant, and Mid-Horse Royalties LLC, owner*)

 - C. **Public Hearing, Discussion, and Recommendation:** Regarding a rezoning request from Single-Family Base District (R-1) and Single-Family Attached District (RA-1) to Single-Family Estates Base District (RE-1) for 173.62 acres being a



tract of land out of the Logan Vandiver Survey No. 206, Abstract No. 927, the J.M. Roper Survey No. 1517, Abstract No. 1559, the Charles D. Ball Survey No. 25, Abstract No. 126, and the William C.M. Baker Survey No. 202, Abstract No. 123, and Tract No. 9 of the Holy-Naumann Subdivision, Number Three, City of Marble Falls, Burnet County, Texas, located north of the Wildflower Village Subdivision. Case 2016-24-Z. (*Mustang Ridge Estates, LLC, applicant and owner*)

- D. **Public Hearing, Discussion, and Recommendation:** Regarding a rezoning request from Single-Family Base District (R-1) and General Commercial Base District (C-3) to Planned Development District (PDD) with base zoning of Neighborhood Commercial Base District (C-1), for 8.52 acres out of the William C.M. Baker Survey No. 202, Abstract No. 123, and the Logan Vandivier Survey No. 206, Abstract No. 127, and Lot 2A of the Holy-Naumann Subdivision Number Three, City of Marble Falls, Burnet County, Texas, municipally addressed as 501 12th Street. Case 2016-25-Z. (*Rose M. Brasuel, applicant, and First Baptist Church of Marble Falls, owner*)

- E. **Public Hearing, Discussion, and Recommendation:** Regarding a zoning text amendment to Sections 690-699 of the District Regulations, Appendix B Land Use Regulations, City of Marble Falls Code of Ordinances, to amend the MH-3 Mobile Home Base District regulations. Case 2016-27-ZT.

- F. **Presentation and Discussion:** Previous Planning and Zoning Commission items, City Council Disposition and update regarding future planning projects. (*Commission*)
 - 1. APA Texas Chapter 2016 Comprehensive Planning Award

- G. **Presentation and Discussion:** Monthly Building Permit Summary; Construction Update. (*City Staff*)

4. **ADJOURNMENT**

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

In compliance with the Americans for Disabilities Act, the City of Marble Falls will provide for reasonable accommodations for persons attending the Commission Meetings. To better serve you, requests should be received 24 hours prior to the meeting, by contacting Ms. Christina McDonald, City Secretary, at 830-693-3615.



Certificate of Posting Agenda Meeting Notice

I, Elizabeth Yeh, City Planner for the City of Marble Falls, Texas, certify this Meeting Notice was posted at the Marble Falls City Hall in a place readily accessible to the general public, on the 7th day of October, 2016, at 5:00 p.m., posted thereafter for at least 72 continuous hours before the scheduled time of said meeting.

The agenda is also posted on the City's web site: www.marblefallstx.gov.

A handwritten signature in black ink, appearing to read "Elizabeth Yeh", is written over a horizontal line.

Elizabeth Yeh, City Planner



**City of Marble Falls
Planning and Zoning Commission Agenda Cover Memo
October 13, 2016**

To: Chairman and Planning & Zoning Commission
Item 3. A. Approval of Minutes
Requested by: Scarlet Contreras, Commission Secretary

SYNOPSIS

Commission will consider approval of the minutes from the regular meeting on Thursday September 1, 2016.

(Minutes attachment following this page)

STATE OF TEXAS
COUNTY OF BURNET
CITY OF MARBLE FALLS

On this 1st day of September, 2016 the Planning and Zoning Commission convened at the regular meeting place having been posted as prescribed by law, with the following members present in accordance to-wit:

| | | |
|-------------------------|---|---|
| MEMBERS PRESENT: | Steve Reitz Dee Haddock Thomas Barr Darlene Oostermeyer Jason Coleman | Chairman Commissioner Commissioner Commissioner Commissioner |
| MEMBERS ABSENT: | Fred Zagst Greg Mills | Vice- Chairman Commissioner |
| STAFF PRESENT: | Caleb Kraenzel Elizabeth Yeh Mike Hodge Eric Belaj, PE, CFM Scarlet Contreras | Assistant City Manager City Planner City Manager City Engineer Commission Secretary |
| VISITORS | Bill Smyrl Tom Martin | The Smyrl Group Citizen |

1. CALL TO ORDER AND ANNOUNCE PRESENCE OF QUORUM: Chairman Reitz called the meeting to order at 6:03pm and declared a quorum of the Commission is present to conduct the meeting.

2. Citizens/Visitors comments to be heard for items not on the agenda: This is an opportunity for citizens to address the Planning and Zoning Commission 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 Commission. The Chair may place a time limit on all comments. Any deliberation of an issue raised during Citizen Comments is limited to a proposal to place it on the agenda for a later meeting. There were no person(s) with any public comment(s).

3. REGULAR AGENDA: The Commission will individually consider and possibly take action on any or all of the following items:

- A. Approval of Minutes:** Minutes from the regular meeting on July 7, 2016 and the joint workshop on August 2, 2016. (*Scarlet Contreras, Commission Secretary*) Commissioner Haddock made a motion to approve the minutes as presented. Commissioner Barr seconded the motion. The motion was approved by a vote of 5 – 0.
- B. Public Hearing, Discussion, and Recommendation:** Regarding an amendment to an existing Conditional Use Permit approved via Ordinance 2015-O-9B, to revise the approved site plan for a 15.078 acre tract out of the Guadalupe Flores Survey No. 7, Abstract No. 30 4, Abstract No. 614, and the C & M Railroad Survey No. 4, Abstract No. 1270, City of Marble Falls, Burnet County, Texas, located southwest of the Max Starke Dam Rd and Hwy 281 intersection. Case 2016-22-CUP. (*NE Marble Falls LP, applicant, and Mid Horse Royalties LLC, owner*) Elizabeth Yeh, City Planner, addressed the Commission. Commissioner Barr made a motion to approve the amendment as presented. Commissioner Oostermeyer seconded the motion. The motion was approved by a vote of 5 – 0.
- C. Presentation and Discussion:** Previous Planning and Zoning Commission items, City Council Disposition and update regarding future planning projects. (*Commission*)
 - 1. Scenic City- Bronze Certification
 - 2. Zoning/ Land Use Regulations Update

3. Rescheduling of the October 6, 2016 Regular Meeting
4. Rescheduling of the November 3, 2016 Regular Meeting

Assistant City Manager Caleb Kraenzel addressed the Commission.

D. Presentation and Discussion: Monthly Building Permit Summary; Construction Update (*City Staff*).
Assistant City Manager Caleb Kraenzel addressed the Commission.

4. ADJOURNMENT: There being no further items to discuss, Commissioner Haddock made a motion to adjourn the meeting. Commissioner Oostermeyer seconded the motion. The motion was approved by a vote of 5– 0. The meeting was adjourned at 6:20 pm.

Steve Reitz - Chairman to the Commission

Scarlet Contreras - Commission Secretary

DRAFT



**City of Marble Falls
Planning and Zoning Commission Agenda Cover Memo
October 13, 2016**

To: Chairman and Planning & Zoning Commission
Item 3. B. **Discussion and Recommendation:** Regarding a Final Plat for the Panther Hollow Subdivision, being 13.709 acres out of the Guadalupe Flores Survey No. 7, Abstract No. 304, and the C&M Railroad Survey No. 4, Abstract No. 1270, City of Marble Falls, Burnet County, Texas.
Requested by: NE Marble Falls LP, applicant, and Mid-Horse Royalties LLC, owner
Case: Case 2016-28-FP

SUMMARY

This item is for consideration of the Final Plat for the Panther Hollow Subdivision. The Construction Plat for the project was recommended by the Planning and Zoning Commission on December 3, 2015 and approved by City Council on January 5, 2016.

The Subject Area is 13.709 acres of unplatted land, and is proposed to be subdivided into two platted lots along with the dedication of 3.63 acres of new right-of-way (approximately 2,613 feet of new roadway). The designs and construction plans for the public street improvements and the extensions of public water and wastewater lines were approved by City Staff and a permit was paid for and issued for said plans on July 7, 2016.

The applicant has completed the lead remediation required by the Texas Commission on Environmental Quality (TCEQ), and the final site plan and use of the proposed development, The Residences at Panther Hollow Apartment Homes, was approved via a Conditional Use Permit (CUP) through Ordinance 2016-O-09B on September 20, 2016.

| Summary of Project | |
|---------------------------|--|
| 11 Apt Buildings: | 6 Three-Story Buildings 5 Two-Story Buildings |
| 5 Points of Entry | |
| 420 Parking Spaces | |
| 200 Units Total: | 102 one-bedroom one-bath units 80 two-bedroom two-bath units 18 efficiency units |



The applicant would now like to Final Plat the Subject Area lots in order to allow for issuance of building permits for the on-site improvements and vertical construction of the apartment complex.

Because the required public improvements for the project have not yet been completed, current subdivision regulations require that prior to acceptance of a Final Plat, the applicant/owner must demonstrate fiscal responsibility and bonding for all public improvements proposed for the subdivision. In addition, the applicant/owner must also enter into an improvement agreement by which the property owner agrees to complete all required public improvements no later than two (2) years following the date upon which the Final Plat is approved.

The cost for the public improvements has been submitted stating an estimated grand total of \$1,166,752.00. The applicant is in the process of securing fiscal security for 100% of the estimated cost, which will be presented to Council for review and approval. The fiscal security is required in case the applicant fails to perform the improvements. In that situation the City can utilize the fiscal security to complete the public improvement projects to serve the newly platted lots. The preliminary Construction Improvement Agreement draft has been included in this memo for the Commission's review, in order to allow for the approval of the Final Plat prior to the public improvements being completed.



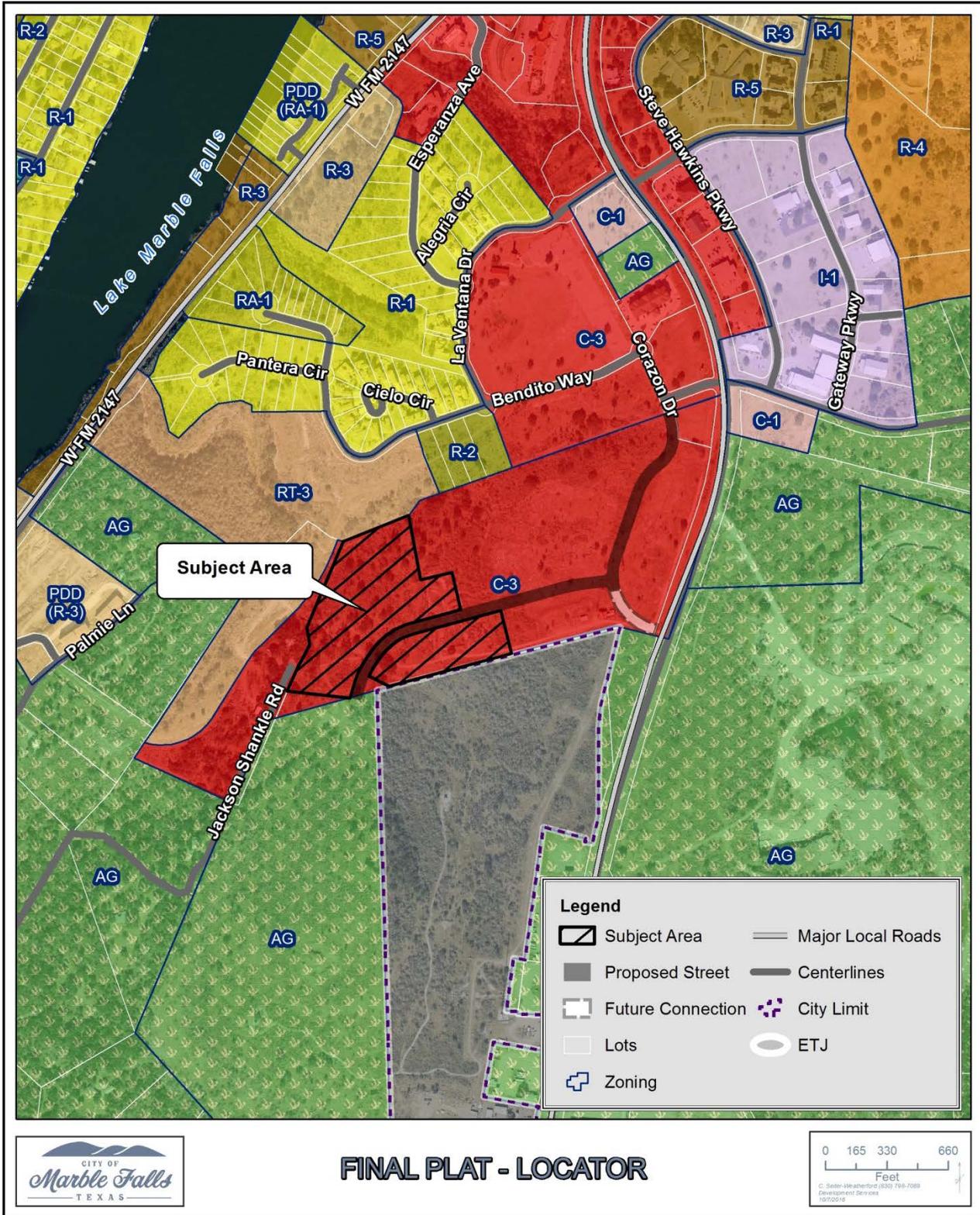
RECOMMENDATION

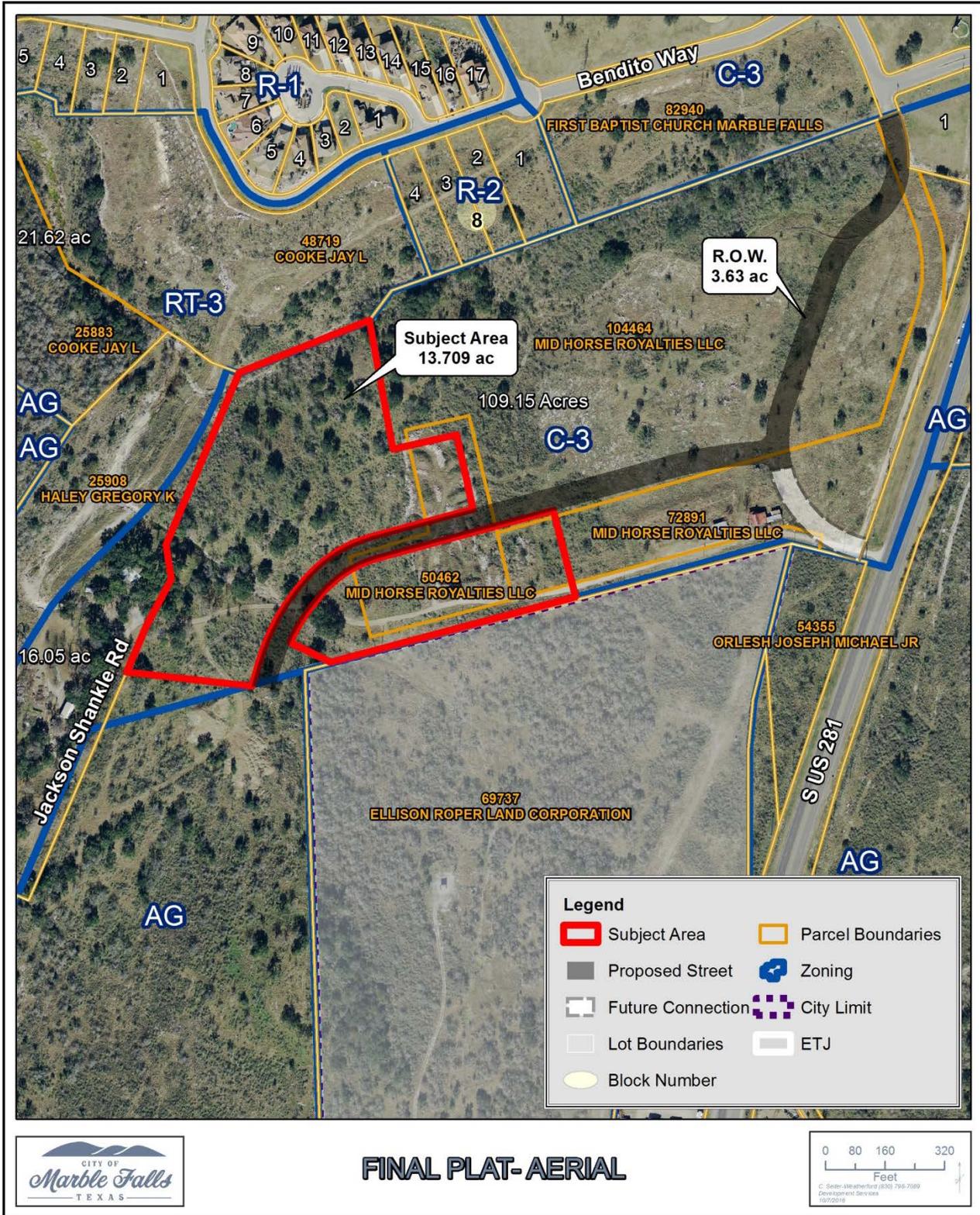
Due to consistency with the Comprehensive Plan Thoroughfare plan, conformance with the approved Construction Plat, and due to overall benefit of the proposed public improvements and the diversification of City Housing inventory, City Staff recommends approval of the Final Plat subject to the following conditions:

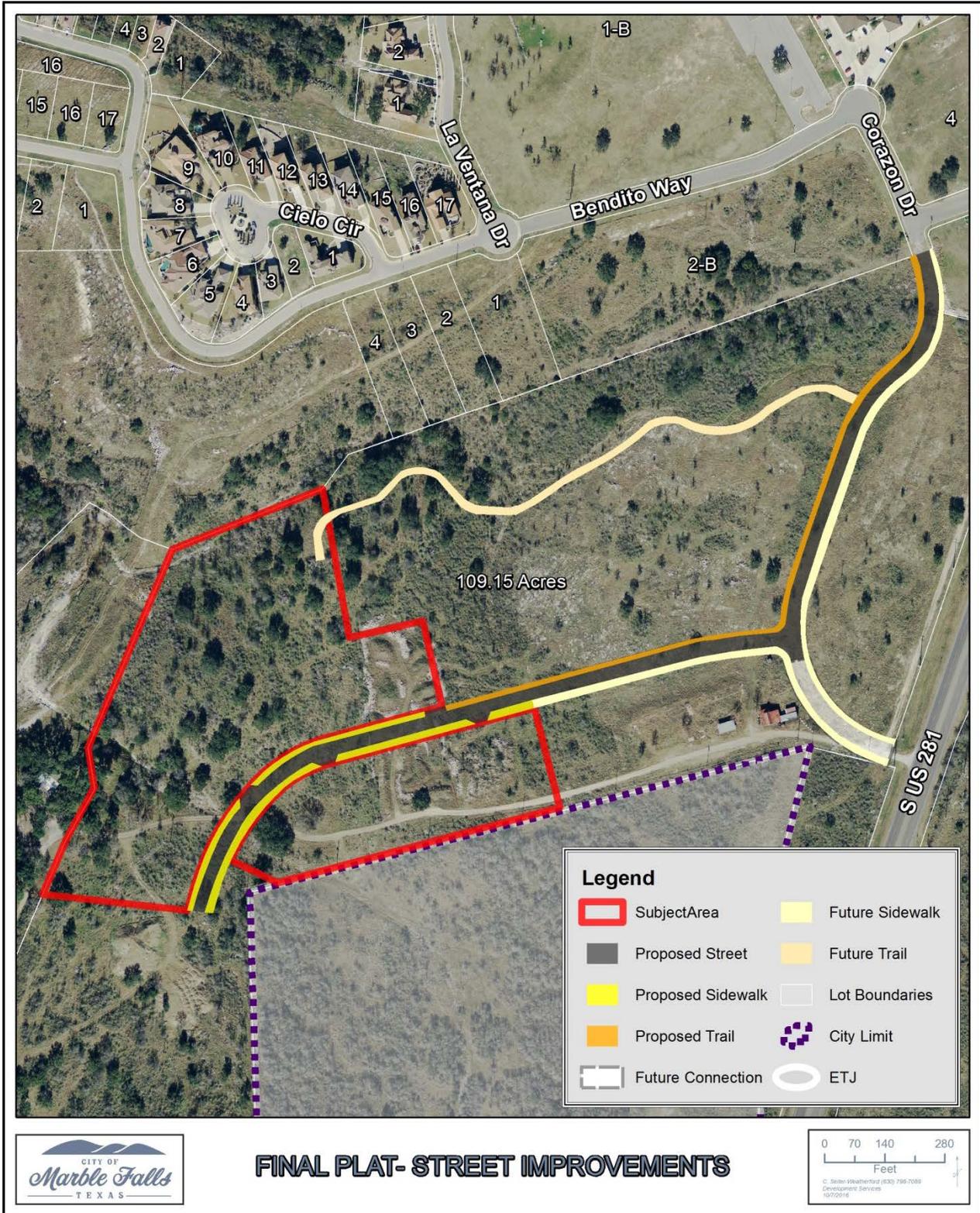
- That the property owner executes the Construction Improvement Agreement, and meets standard Final Plat requirements (provides as-built or record drawings and a one (1) year maintenance bond guaranteeing said public improvements).
- That fiscal security is posted with the City covering an amount equal to one hundred (100) percent of the estimated cost of completion of the required public improvements prior to the Final Plat being recorded.

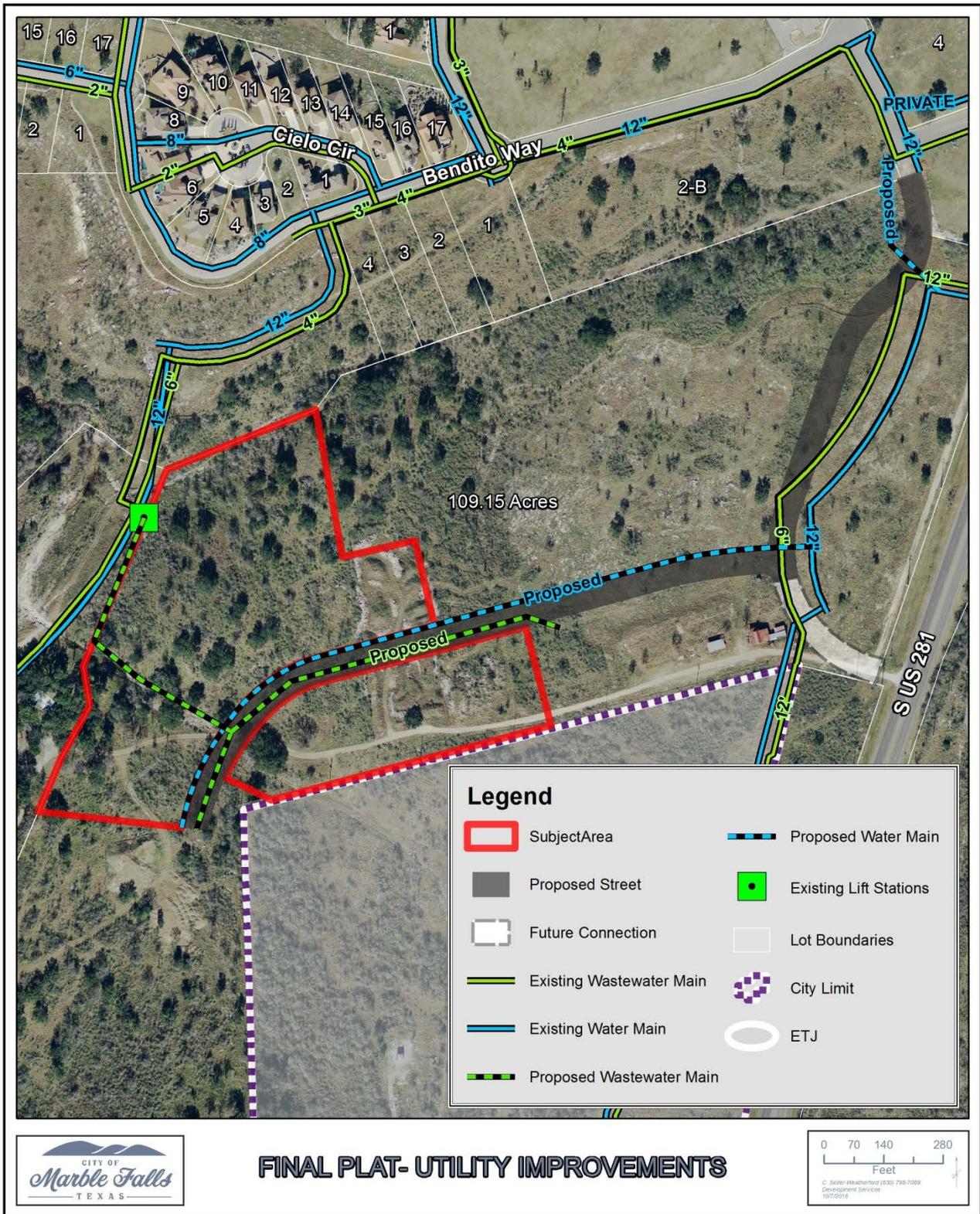
Memo Contents:

- | | |
|--|----------------------|
| • Informational maps produced by City Staff: | Pages 8 - 11 |
| • Overall Project Site Plan: | Page 12 |
| • Cost of Public Improvements: | Pages 13 - 14 |
| • Final Plat Survey: | Pages 15 - 18 |
| • Construction Improvement Agreement Draft: | Pages 19 - 31 |











Case 2016-28-FP Cost of Public Improvements

PRELIMINARY CONSTRUCTION COSTS FOR ROAD AND UTILITY EXTENSION MIDHORSE DEVELOPMENT MARBLE FALLS, TEXAS

GENERAL/DEMOLITION ITEMS

| DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL |
|---------------------------------|----------|------|--------------|---------------------|
| MOBILIZATION | 1.0 | LS | \$ 10,000.00 | \$ 10,000.00 |
| SAW CUT EXISTING PAVEMENT | 120 | LF | \$ 5.00 | \$ 600.00 |
| GENERAL/DEMOLITION ITEMS | | | | \$ 10,600.00 |

ROADWAY IMPROVEMENTS

| DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL |
|-----------------------------|----------|------|-------------|----------------------|
| EXCAVATION | 405 | CY | \$ 12.00 | \$ 4,860.00 |
| EMBANKMENT | 9,500 | CY | \$ 6.00 | \$ 57,000.00 |
| 8" FLEX BASE | 2,311 | CY | \$ 40.50 | \$ 93,595.50 |
| 2" HMAC TYPE "D" | 9,554 | SY | \$ 11.90 | \$ 113,692.60 |
| 8' NATURE TRAIL | 23,520 | SF | \$ 3.95 | \$ 92,904.00 |
| 5' SIDEWALK | 10,500 | SF | \$ 3.85 | \$ 40,425.00 |
| 24" RIBBON CURB | 5,380 | LF | \$ 11.50 | \$ 61,870.00 |
| SIGNS VARIOUS TYPES | 8 | EA | \$ 250.00 | \$ 2,000.00 |
| STRIPING | 1 | LS | \$ 1,650.00 | \$ 1,650.00 |
| 18" RCP CULVERT PIPE | 390 | LF | \$ 56.00 | \$ 21,840.00 |
| 36" RCP CULVERT PIPE | 90 | LF | \$ 75.00 | \$ 6,750.00 |
| 42" RCP CULVERT PIPE | 370 | LF | \$ 98.00 | \$ 36,260.00 |
| 18" SAFETY END TREATMENT | 8 | EA | \$ 1,500.00 | \$ 12,000.00 |
| 36" SAFETY END TREATMENT | 2 | EA | \$ 1,750.00 | \$ 3,500.00 |
| 42" SAFETY END TREATMENT | 8 | EA | \$ 2,000.00 | \$ 16,000.00 |
| ROADWAY IMPROVEMENTS | | | | \$ 564,347.10 |

EROSION & SEDIMENT CONTROL ITEMS

| DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL |
|---|----------|------|------------|---------------------|
| STAGING AREA | 1 | EA | \$ 500.00 | \$ 500.00 |
| WASHOUT PIT | 1 | EA | \$ 500.00 | \$ 500.00 |
| TREE PROTECTION | 11 | EA | \$ 50.00 | \$ 550.00 |
| SILT FENCE | 462 | LF | \$ 3.50 | \$ 1,617.00 |
| REVEGETATION - BERMUJA HYDRO MULCH | 10,739 | SY | \$ 1.10 | \$ 11,812.90 |
| TYPE 2 ROCK BERM | 40 | LF | \$ 60.00 | \$ 2,400.00 |
| EROSION & SEDIMENT CONTROL ITEMS | | | | \$ 17,379.90 |

WATER SERVICE EXTENSION

| DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL |
|--------------------------------|----------|------|-------------|----------------------|
| PIPE, PVC C900, DR18 - 12" | 2000 | LF | \$ 58.00 | \$ 116,000.00 |
| WET CONNECTION - 12" | 3 | EA | \$ 2,500.00 | \$ 7,500.00 |
| TRENCH SAFETY, ALL DEPTHS | 2000 | LF | \$ 1.00 | \$ 2,000.00 |
| GATE VALVES, 12" DIAMETER | 4 | EA | \$ 4,750.00 | \$ 19,000.00 |
| FIRE HYDRANTS | 7 | EA | \$ 5,150.00 | \$ 36,050.00 |
| AIR / VACUUM RELEASE VALVES | 2 | EA | \$ 2,175.00 | \$ 4,350.00 |
| SERVICE TAPS, COMMERCIAL | 8 | EA | \$ 2,150.00 | \$ 17,200.00 |
| SERVICE TAPS, COMMERCIAL FIRE | 8 | EA | \$ 3,250.00 | \$ 26,000.00 |
| PRESSURE TEST | 1 | LS | \$ 2,500.00 | \$ 2,500.00 |
| LEAKAGE TEST | 1 | LS | \$ 500.00 | \$ 500.00 |
| SYSTEM STERILIZATION | 1 | LS | \$ 1,500.00 | \$ 1,500.00 |
| WATER SERVICE EXTENSION | | | | \$ 232,600.00 |

SEWER SERVICE EXTENSION

| DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL |
|--|----------|------|-------------|----------------------|
| WASTEWATER LINE CONNECTION TO LS | 1 | EA | \$ 6,000.00 | \$ 6,000.00 |
| TRENCH SAFETY, ALL DEPTHS | 1,875 | EA | \$ 1.00 | \$ 1,875.00 |
| PIPE, 8" SDR-26 PVC GRAVITY VARIOUS DEPTHS | 1,875 | LF | \$ 65.00 | \$ 121,875.00 |
| MANHOLE 6 TO 8' DEPTH | 8 | LS | \$ 6,200.00 | \$ 49,600.00 |
| SEWER SERVICE EXTENSION | | | | \$ 179,350.00 |



**PRELIMINARY CONSTRUCTION COSTS FOR ROAD AND UTILITY EXTENSION
MIDHORSE DEVELOPMENT
MARBLE FALLS, TEXAS**

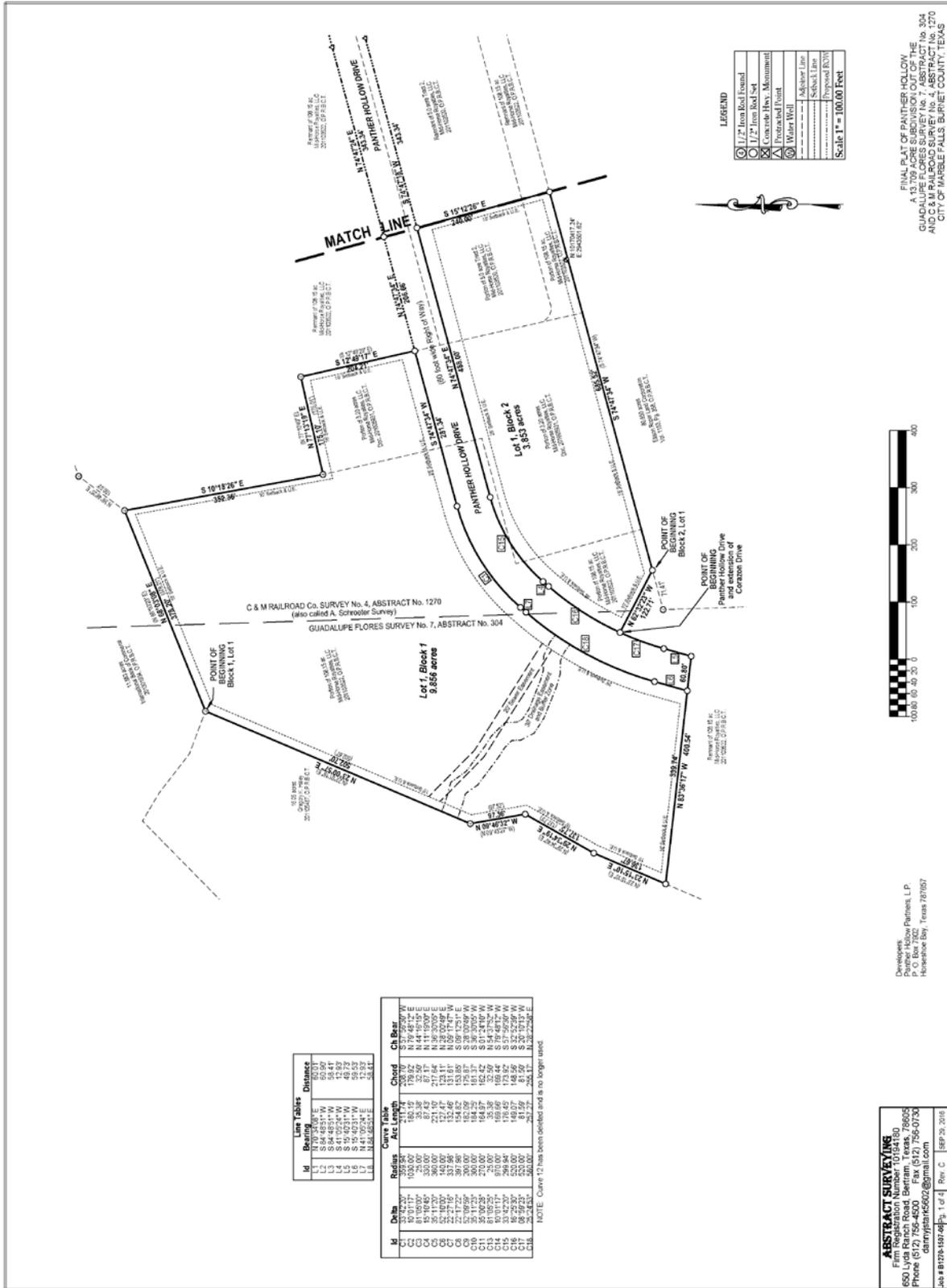
COMMUNICATIONS / ELECTRICAL IMPROVEMENTS

| | | | | |
|---|------|----|-------------|----------------------|
| CONDUIT - 3" SCH. 40 PVC COMMUNICATION (2 COMM CONDUITS) | 2900 | LF | \$ 6.00 | \$ 17,400.00 |
| COMMUNICATIONS PULL BOX | 38 | EA | \$ 500.00 | \$ 19,000.00 |
| CONDUIT - 3" SCH. 40 PVC ELECTRICAL (3 ELECTRIC CONDUITS) | 2900 | LF | \$ 6.00 | \$ 17,400.00 |
| ELECTRICAL WIRE | 8700 | LF | \$ 5.25 | \$ 45,675.00 |
| TRANSFORMERS | 4 | EA | \$ 1,250.00 | \$ 5,000.00 |
| ILLUMINATION LOW RISE DIRECTIONAL DOWN | 28 | LS | \$ 2,000.00 | \$ 56,000.00 |
| ELECTRICAL PULL BOX | 4 | EA | \$ 500.00 | \$ 2,000.00 |
| COMMUNICATIONS / ELECTRICAL IMPROVEMENTS | | | | \$ 162,475.00 |

SUMMARY OF IMPROVEMENTS

| | |
|---|-----------------------|
| GENERAL/DEMOLITION ITEMS | \$ 10,600.00 |
| ROADWAY IMPROVEMENTS | \$ 564,347.10 |
| EROSION & SEDIMENT CONTROL ITEMS | \$ 17,379.90 |
| WATER SERVICE EXTENSION | \$ 232,600.00 |
| SEWER SERVICE EXTENSION | \$ 179,350.00 |
| COMMUNICATIONS / ELECTRICAL IMPROVEMENTS | \$ 162,475.00 |
| TOTAL ESTIMATED COST | \$1,166,752.00 |
| NOTE: ESTIMATED QUANTITIES ARE BASED ON A COMBINATION OF PREVIOUS DESIGNS AND THE MOST RECENT | |

Case 2016-28-FP Final Plat (page 3 of 4)



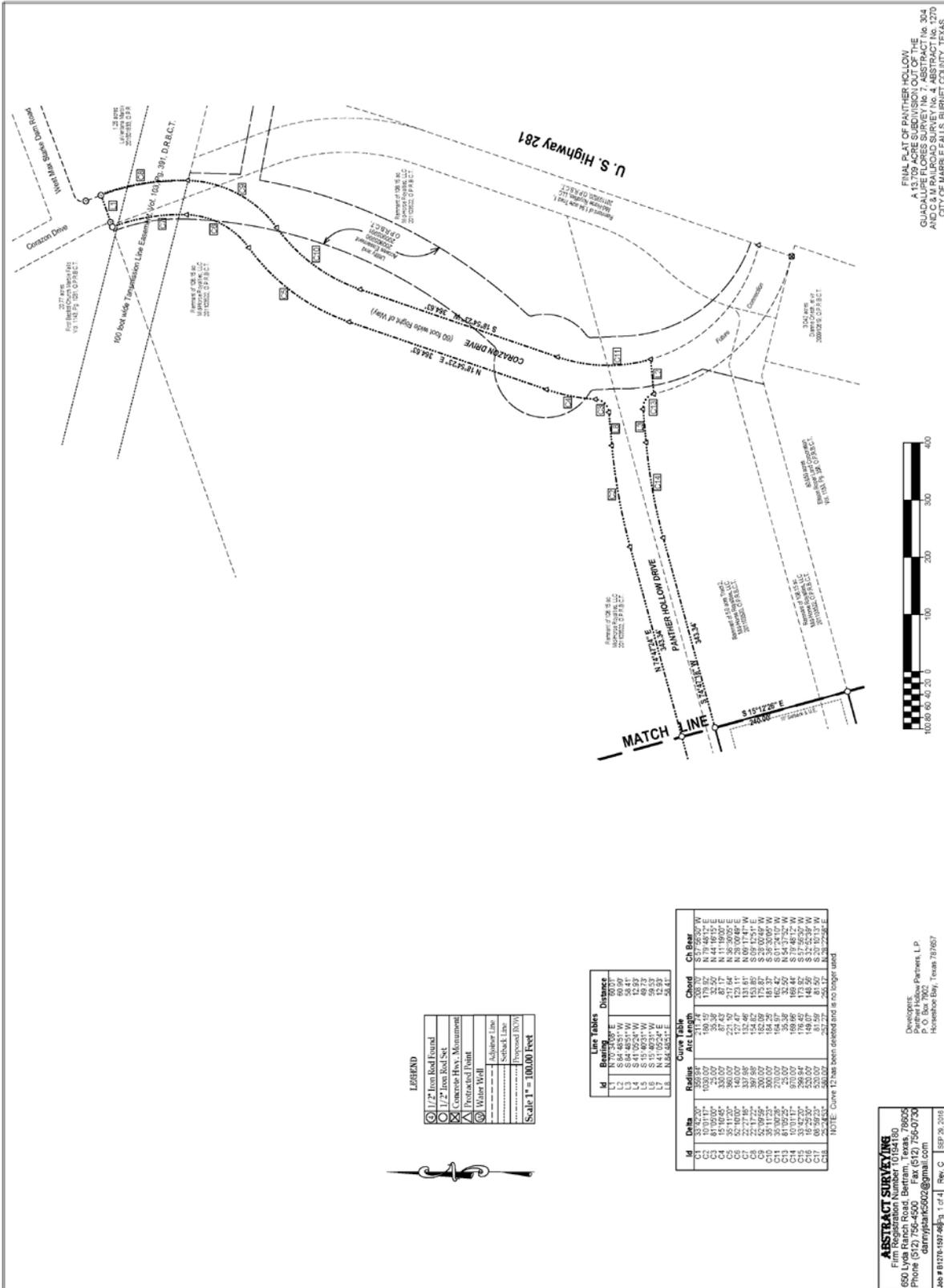
FINAL PLAT OF PANTHER HOLLOW
 GUADALUPE FLORES SURVEY No. 7, ABSTRACT No. 304
 AND C & M RAILROAD SURVEY No. 4, ABSTRACT No. 1270
 CITY OF MARBLE FALLS, BURDET COUNTY, TEXAS



Developed by:
 Panther Hollow Partners, L.P.
 O. Bob Rice
 Houston, Texas 77060

ABSTRACT SURVEYING
 Firm Registration Number: T0154130
 650 Lyda Ranch Road, Bertram, Texas, 78605
 Phone (512) 756-4500 Fax (512) 756-0730
 camryn@msd52@gmail.com
 Job # 2016-28-FP T of 4 Rev. C SEP 29, 2016

Case 2016-28-FP Final Plat (page 4 of 4)



FINAL PLAT OF PANTHER HOLLOW
A 13.789 ACRE SUBDIVISION OUT OF THE
QUAD. A RANCH SURVEY, IN PART OF THE 364
AND C. A. RALPHS SURVEY, IN PART OF THE 364
CITY OF MARBLE FALLS, BURDET COUNTY, TEXAS



LEGEND

| | |
|--|------------------------|
| | 1/2" Iron Rod Found |
| | 1/2" Iron Rod Set |
| | Concrete Hwy. Monument |
| | Triangulation Point |
| | Water Well |
| | Adjacent Line |
| | Subdiv. Line |
| | Proposed EOM |

Scale 1" = 100.00 Feet

Line Tables

| Id | Radius | Chord | Ch. Bear |
|----|---------------|-------|--------------|
| L1 | 8.94 48.51° W | 69.97 | S 27.9620° W |
| L2 | 8.41 05.24° W | 12.59 | S 27.9620° W |
| L3 | 8.41 05.24° W | 12.59 | S 27.9620° W |
| L4 | 8.41 05.24° W | 12.59 | S 27.9620° W |
| L5 | 8.41 05.24° W | 12.59 | S 27.9620° W |
| L6 | 8.41 05.24° W | 12.59 | S 27.9620° W |
| L7 | 8.41 05.24° E | 12.59 | S 27.9620° W |
| L8 | 8.41 05.24° E | 12.59 | S 27.9620° W |

| Id | Delta | Radius | Chord | Ch. Bear |
|-----|----------|--------|--------|--------------|
| C1 | 33.4230° | 359.94 | 211.74 | S 27.9620° W |
| C2 | 81.0500° | 212.07 | 135.35 | S 27.9620° W |
| C3 | 35.1925° | 380.07 | 237.42 | N 44.1615° E |
| C4 | 35.1925° | 380.07 | 237.42 | N 44.1615° E |
| C5 | 52.1600° | 148.00 | 127.47 | N 23.0494° E |
| C6 | 52.1600° | 148.00 | 127.47 | N 23.0494° E |
| C7 | 22.1122° | 397.88 | 154.62 | S 69.1251° E |
| C8 | 52.0925° | 200.07 | 120.89 | S 23.0649° W |
| C9 | 35.0025° | 270.00 | 164.87 | S 23.0649° W |
| C10 | 35.0025° | 270.00 | 164.87 | S 23.0649° W |
| C11 | 33.4230° | 298.84 | 178.42 | S 27.9620° W |
| C12 | 33.4230° | 298.84 | 178.42 | S 27.9620° W |
| C13 | 05.5925° | 520.07 | 311.59 | S 20.1213° W |
| C14 | 22.2463° | 560.00 | 352.72 | N 20.2226° E |

NOTE: Curve 12 has been deleted and is no longer used.

ABSTRACT SURVEYING
Firm No. 01041130
650 Lyda Ranch Road, Bertram, Texas, 78605
Phone (512) 756-4500 Fax (512) 756-0730
dsurvey@aol.com
See #BTRM-1974ePg. 1 of 4 Rev. C SEP. 28, 2016

Developed by:
Panther Hollow Partners, L.P.
P.O. Box 302
Horseshoe Bay, Texas 78667



Case 2016-28-FP Construction Improvement Agreement DRAFT

STATE OF TEXAS §
 § **CONSTRUCTION AGREEMENT**
COUNTY OF BURNET §

The **CITY OF MARBLE FALLS** ("City"), a home rule municipal corporation situated in Burnet County, Texas, and **MID-HORSE ROYALTIES LLC**, ("Developer"), make and enter into this Construction Agreement ("Agreement"), dated and effective on the date of the last party to sign this Agreement ("Effective Date").

RECITALS

WHEREAS, the subdivision regulations require that the Developer make various improvements (the "Improvements") extending City's roadway system, extending City's water system by connecting to the existing water line, and extending City's waste water system by connecting to the existing waste water line, upon the Land described in Exhibit "A";

WHEREAS, the Developer has received a construction permit from the City that allows for said Improvements, consistent with Exhibit "B".

WHEREAS, the Developer has agreed to construct the Improvements at Developer's sole cost and expense;

WHEREAS, the City is authorized by subchapter C, § 212.071 et. seq. (**Developer Participation in Contract for Public Improvements**) of the Texas Local Government Code to execute a contract with a developer of land in the municipality to construct public improvements without complying with the notice and competitive sealed bidding procedure of Chapter 252 of the Texas Local Government Code; and

WHEREAS, as provided in § 212.071 of the Texas Local Government Code, the Developer and the City agree that the Developer shall construct the Improvements and associated improvements as generally depicted in Exhibit "B", attached hereto and incorporated herein for all purposes; and

WHEREAS, the City has determined that this Agreement and the Developer's construction of the Improvements can be accomplished in a cost efficient manner, will therefore result in an economic benefit to local taxpayers, and is in the best interests of the citizens of the City; and

NOW THEREFORE, in consideration of these premises, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which both Parties acknowledge, the City and Developer agree as follows:



1. DEFINITIONS.

- A. *City* means the City of Marble Falls, a Texas home-rule city and municipal corporation situated in Burnet County, and includes its representatives, agents, assigns, inspectors, contractors, employees and consultants.
- B. *Developer* means Mid-Horse Royalties LLC, owners.
- C. *Effective Date* means the date on which the last party executes this Agreement.
- D. *Land* means the property described in Exhibit "A".
- E. *Notice* means any formal notice or communication required or permitted to be given by one Party to another by this Agreement.
- F. *Parties* mean the City and Developer.
- G. *Project* means the public improvements to be constructed on the Developer's property as depicted in Exhibit "B".
- H. *Improvements* means roadway extensions and associated facilities in accordance with the plans approved by the City and attached hereto as Exhibit "B", water line and associated facilities necessary to connect the existing water line to provide water service to the Project in accordance with the plans approved by the City and attached hereto as Exhibit "B", and the waste water line and associated facilities necessary to connect the existing water line to provide waste water service to the Project in accordance with the plans approved by the City and attached hereto as Exhibit "B".

2. PARTIES' OBLIGATIONS

Developer shall design and construct the Improvements in accordance with all applicable governmental rules and regulations and the terms of this Agreement. Developer further agrees that it shall be solely responsible for payment of any and all costs, including but not limited to design and construction costs, including labor and materials, arising from the construction of the Improvements, except as provided herein. The Developer shall be solely responsible for any cost associated with construction of the Improvements.

The Developer shall comply with all applicable federal, state and local law including all City ordinances, codes and regulations in the design and construction of the Improvements. As the Improvements will ultimately be owned and maintained by the City, prior to beginning construction of the Improvements, the Developer shall submit plans and material specifications to the City for review and approval. Failure to obtain the City's final approval prior to construction or failure to comply with all applicable federal, state and local law including all City ordinances, codes and regulations shall constitute a material breach of this



Agreement and permit the City to terminate this Agreement immediately, and the City shall not be responsible for any costs incurred by the Developer through the date of termination. In addition, Developer shall obtain all permits and inspections required by the City and shall be solely responsible for any costs associated with obtaining such permits and inspections. Upon execution of this Agreement, a schedule shall be submitted to the City Engineer as to when work will begin and be completed under this Agreement.

Any work performed by a contractor or consultant of the Developer will not, under any circumstances, relieve Developer of its responsibilities and obligations under this Agreement. All work performed by the Developer or its agent shall be done in a good and workmanlike manner satisfactory to the City. Any contractor or consultant hired by Developer shall have sufficient skills and experience to properly perform the work described in the approved specifications and as shown on the approved construction plans, and shall provide adequate supervision to assure competent performance of the work.

During construction of the Improvements, the City shall be granted entry to the construction site at reasonable times to inspect the progress and quality of the construction of the Improvements and test the construction as necessary; and as deemed appropriate in accordance with and in addition to section 858 of Appendix B (Land Use Regulations) of the City's Code of Ordinances, and any applicable rules and regulations. Developer shall provide to the City a copy of all test results ordered by the Developer.

Upon satisfactory completion and prior to acceptance by the City of the Improvements and no later than thirty (30) days after completion of the construction of the Improvements, the Developer shall submit a written report or other written evidence of satisfactory payment by the Developer to all subcontractors, agents or vendors supplying material and/or equipment, as applicable for the construction of the Improvements. Issuance of a Certificate of Occupancy for the Project of Developer is subject to the Developer completing the construction of the Improvements pursuant to this Agreement and acceptance of the Improvements by the City.

3. TERM

No Certificate of Occupancy shall be issued on the Property until the Developer has completed construction of the Improvements and the City has inspected and accepted the Improvements. In any event the Developer shall complete construction of the Improvements no later than the dates specified in the schedule approved by the City Engineer.

Unless terminated earlier as provided for herein, this Agreement shall automatically terminate after the construction and acceptance by the City of the Improvements.

If the City Engineer determines that the City's specifications or any requirements under the law have not been met and the Improvements cannot be accepted by the City, then Developer shall



be solely responsible for any necessary corrections and alterations and all costs associated with any necessary corrections and alterations. The City shall not be responsible nor participate in any costs incurred in such instance. If Developer does not complete the construction of the Improvements in accordance with the terms herein, the City may elect to terminate this Agreement or complete the construction and assess the Developer with any costs to complete the construction of the Improvements.

In addition, Developer agrees to give a warranty on its work on the Improvements in accordance with the requirements of the City's Code of Ordinances.

4. BOND AND INSURANCE REQUIRED

The Developer must execute concurrently with the execution of this Agreement, a performance bond, letter of credit or other fiscal security for one hundred (100%) percent of the total estimated construction cost of the Improvements to secure fulfillment of all of the Developer's obligations under this Agreement. The performance bond or other fiscal security must be in a form to be approved by the City, and once executed a copy shall be provided to the City prior to commencement of construction of the Improvements. The bond, or if applicable any other fiscal security, must be executed by a corporate surety in accordance with Chapter 2253, Texas Government Code and identify the City as the named Obligee, and the City shall be notified of termination of such fiscal security if prior to the end of the term of this Agreement.

The Developer must acquire a general liability policy with minimum liability limits of \$325,000.00 per occurrence with aggregate coverage of \$650,000.00 and name the City as a co-insured.

5. INCREASED COSTS

It may be anticipated that additional costs may arise regarding construction of the Improvements through site conditions or latent defects; however, Developer agrees that it will be solely responsible for payment of all costs for the Improvements whether known at the time of execution of this Agreement or discovered after execution of the Agreement.

6. NOTICE OF DEFAULT; OPPORTUNITY TO CURE; REMEDIES

Should any Party allege that the other has defaulted in the performance of any obligation hereunder, it will provide at least thirty (30) days written notice to the other Party specifying the nature of the alleged default and opportunity to cure the default before exercising any remedy related to the alleged default.

Upon the failure of either Party to comply with the provisions of this Agreement, which failure continues beyond the thirty (30) day notice and cure period provided above, the other Party shall have the right to enforce the terms and provisions of this Agreement by specific



performance, or by such other legal or equitable relief to which the non-defaulting Party may be entitled.

Any remedy or relief described in this Agreement shall be cumulative of and in addition to any other remedies and relief available at law or in equity.

The foregoing notwithstanding, it is understood and agreed that in addition to any other remedy which the City may have upon default by Developer under this Agreement, should Developer fail to comply with the City's Land Use Regulations or any other applicable development regulation, the City may terminate this Agreement and may withhold building or development permits for the Project or Certificates of Occupancy. Developer shall remain responsible for all cost to construct or complete the Water Line whether or not this Agreement is terminated.

No prior written notice shall be required to terminate this Agreement if there is an imminent threat to the public health, safety and welfare, and the City may take any and all actions as necessary to mitigate the immediate threat and assess the costs to the Developer.

7. MISCELLANEOUS

A. **Entire Agreement.** This Agreement including any attached exhibits is the entire agreement between the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter herein.

B. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the duly authorized representatives of the Parties hereto, which amendment will incorporate this Agreement in every particular not otherwise changed by the amendment.

C. **Other Instruments, Actions.** The Parties hereto agree that they will take such further actions and execute and deliver such other and further consents, authorizations, instruments, or documents as are necessary or incidental to effectuate the purposes of this Agreement.

D. **No Third Party Rights Or Obligations.** No person or entity not a party to this Agreement shall have any third party beneficiary or any other rights against the parties to this Agreement.

E. **Applicable Law; Venue.** This Agreement shall be construed under and according to the laws of the State of Texas. Jurisdiction and venue for any suit arising hereunder shall be in Burnet County, Texas.

F. **Severability.** The provisions of this Agreement are severable, and if any court shall ever hold any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application of it to any person or circumstance of competent jurisdiction to be



invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances will not be affected by that and this Agreement will be construed as if it had never contained such invalid or unconstitutional portion therein.

G. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

H. Notices. For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

CITY:

801 Third Street
Marble Falls, Texas 78654
Attn.: City Manager
Phone: (830) 693-3615
Fax: (830) 693-6737

DEVELOPER:

Mid-House Royalties LLC

Phone: _____
Fax: _____

The Parties will have the right from time to time to change their respective addresses upon written notice to the other Party. If any date or notice period described in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period for calculating the Notice will be extended to the first business day following such Saturday, Sunday or legal holiday.

I. No Waiver of Development Ordinances. No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision of any other agreement, or of any regulation, requirement or ordinance, if any, applicable to the Land or to the Project. No waiver of any provision of this Agreement will be deemed to constitute a continuing waiver unless expressly provided for by written amendment to this Agreement; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. Nothing herein shall waive any obligations of Developer under applicable ordinances, including but not limited to the Code of Ordinances or the water and wastewater regulations.



J. **Attorney's Fees.** Should either Party be required to resort to litigation to enforce the terms of this Agreement, the prevailing Party, plaintiff or defendant, shall be entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other Party. If the court awards relief to both Parties, each will bear its own costs in their entirety except as otherwise specified by the court.

K. **Governmental Authority.** Nothing in this Agreement shall be construed to limit, restrict, modify, or abrogate the City's governmental authority or ordinances respecting the facilities and utility improvements contemplated by the terms of this Agreement except as specifically waived or modified herein or by specific action of the City Council, nor the City's duty to provide for the public health, safety, and welfare in the construction or maintenance of the same.

L. **Assignability.** This Agreement shall not be assignable by Developer without the prior written consent of the City.

M. **Binding Obligation.** This Agreement shall be binding upon and inure to the benefit of the Parties and their representatives, successors, and assigns.

N. **Indemnification.** This Agreement is not intended to alter or reallocate any defense or immunity presently authorized to either party by law. The City shall not be subject to any obligations or liabilities of the Developer incurred in the performance of this Agreement. Developer has voluntarily agreed to undertake the construction of the public improvements. **DEVELOPER SHALL INDEMNIFY AND HOLD CITY HARMLESS FROM ANY AND ALL CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S SUCCESSORS, ASSIGNS, GRANTEEES, VENDORS, TRUSTEES OR REPRESENTATIVES, BROUGHT PURSUANT TO THIS AGREEMENT OR THE CLAIMS OR TYPES OF CLAIMS DESCRIBED IN THIS PARAGRAPH. CITY SHALL HAVE NO RESPONSIBILITY OR OBLIGATION FOR INDEMNIFICATION OR DEFENSE OF DEVELOPER IN THIS AGREEMENT.**

O. **Ambiguities Not to Be Construed against Party Who Drafted Agreement.** The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Agreement.

P. **No Special Relationship.** The parties' do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship by executing this Agreement.

Q. **Authorized Signature.** The person executing this Agreement on behalf of the Developer warrants to the City that the Developer is a duly authorized to do so, is qualified to do business in the State of Texas, and that Developer has full right and authority to enter into this Agreement, and that every person signing on behalf of Developer is authorized to do so.



Executed on the dates set forth below, to be effective as the date of the last party to sign this Agreement ("Effective Date").

CITY OF MARBLE FALLS, TEXAS

Date: _____, 2016

By: _____

Name: _____

Title: _____

ATTEST:

Christina McDonald, City Secretary

Mid-Horse Royalties LLC

By: _____

Name: _____

Title: _____

Date Signed: _____

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, authorized agent for MID-HORSE ROYALTIES, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration herein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20_____.

Notary Public _____ County, _____

My commission expires _____

Exhibit "A"-Plat Area

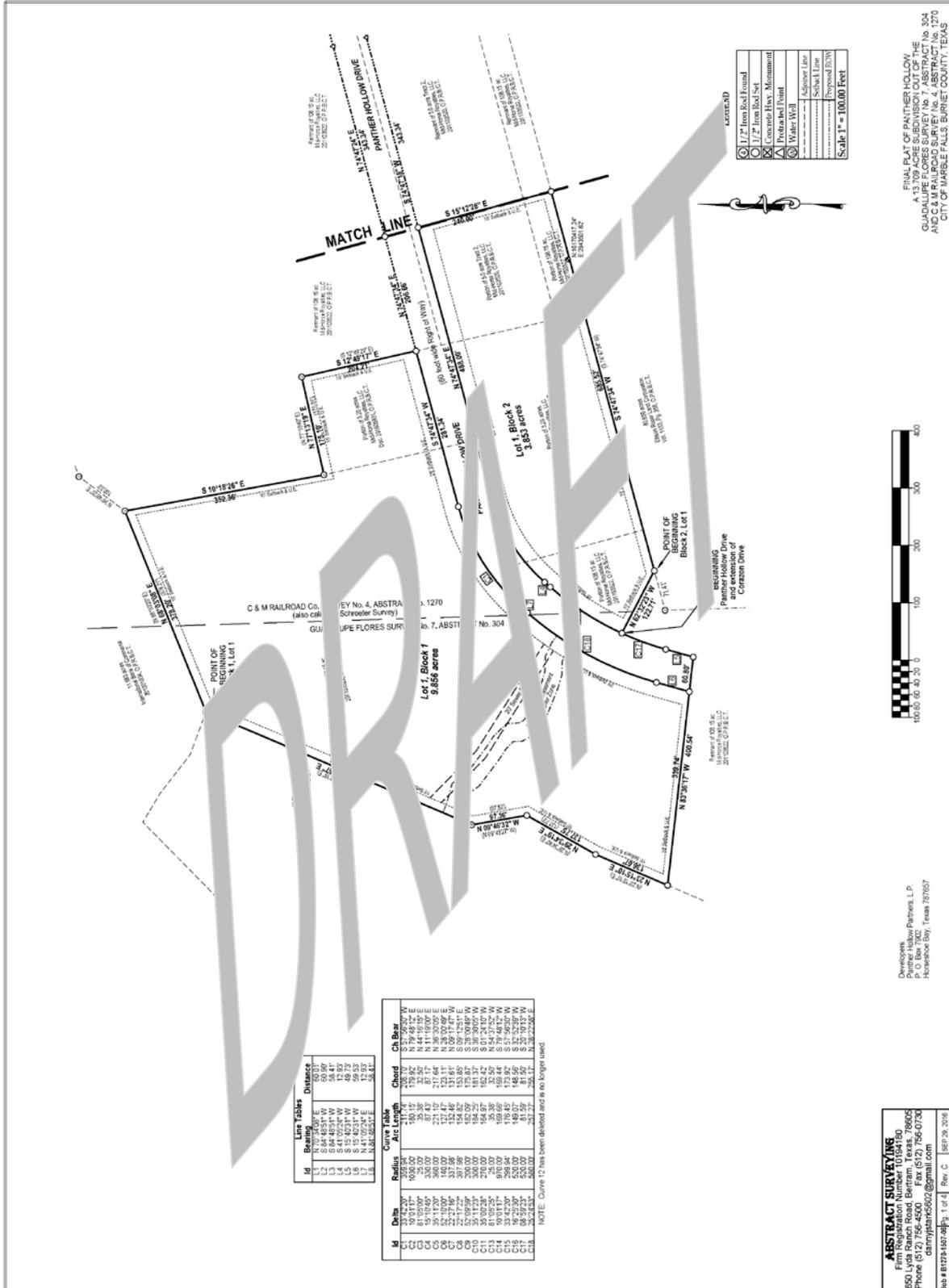


Exhibit "B" – Public Improvements (Page 1 of 2)

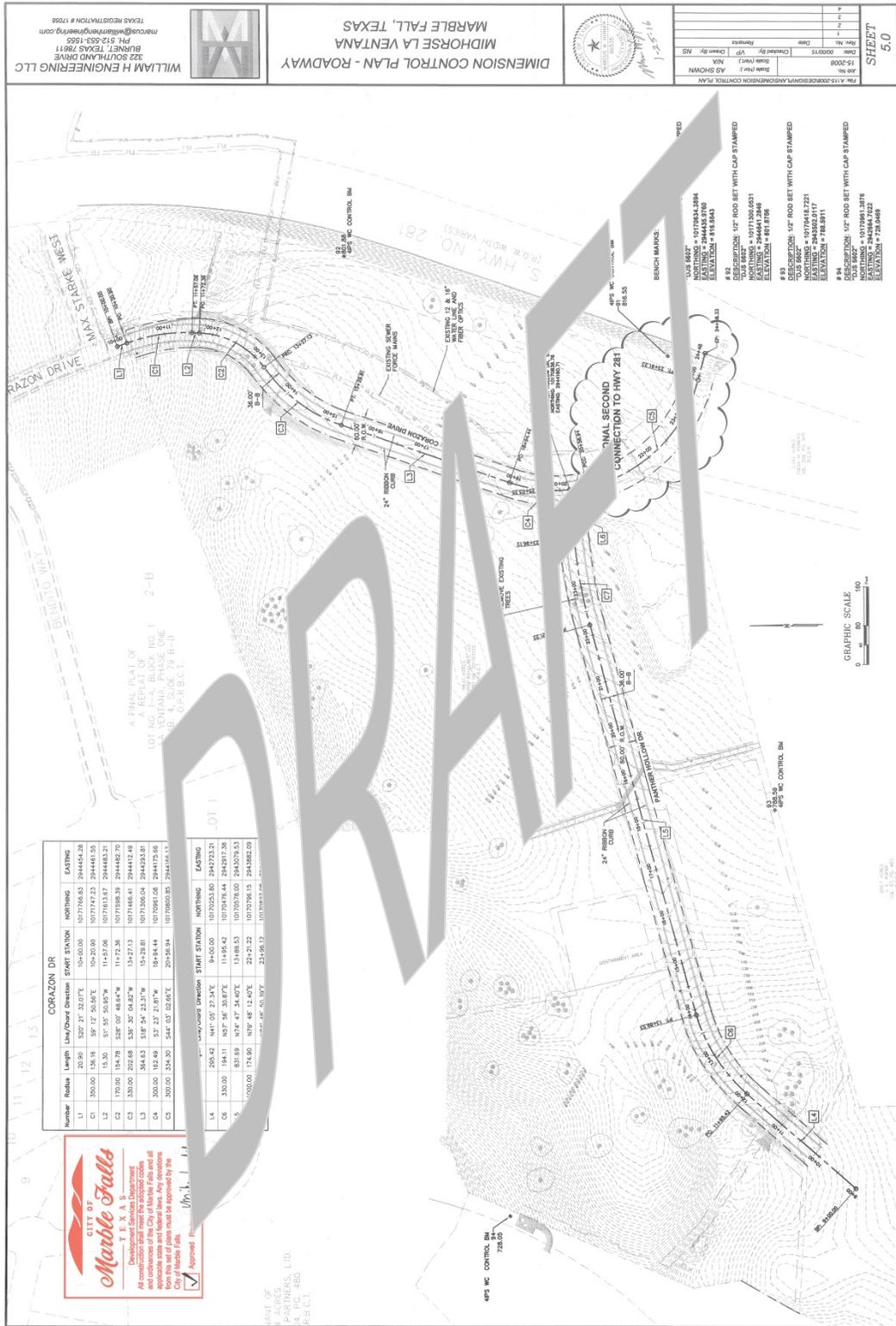


Exhibit "B" – Public Improvements (Page 2 of 2)

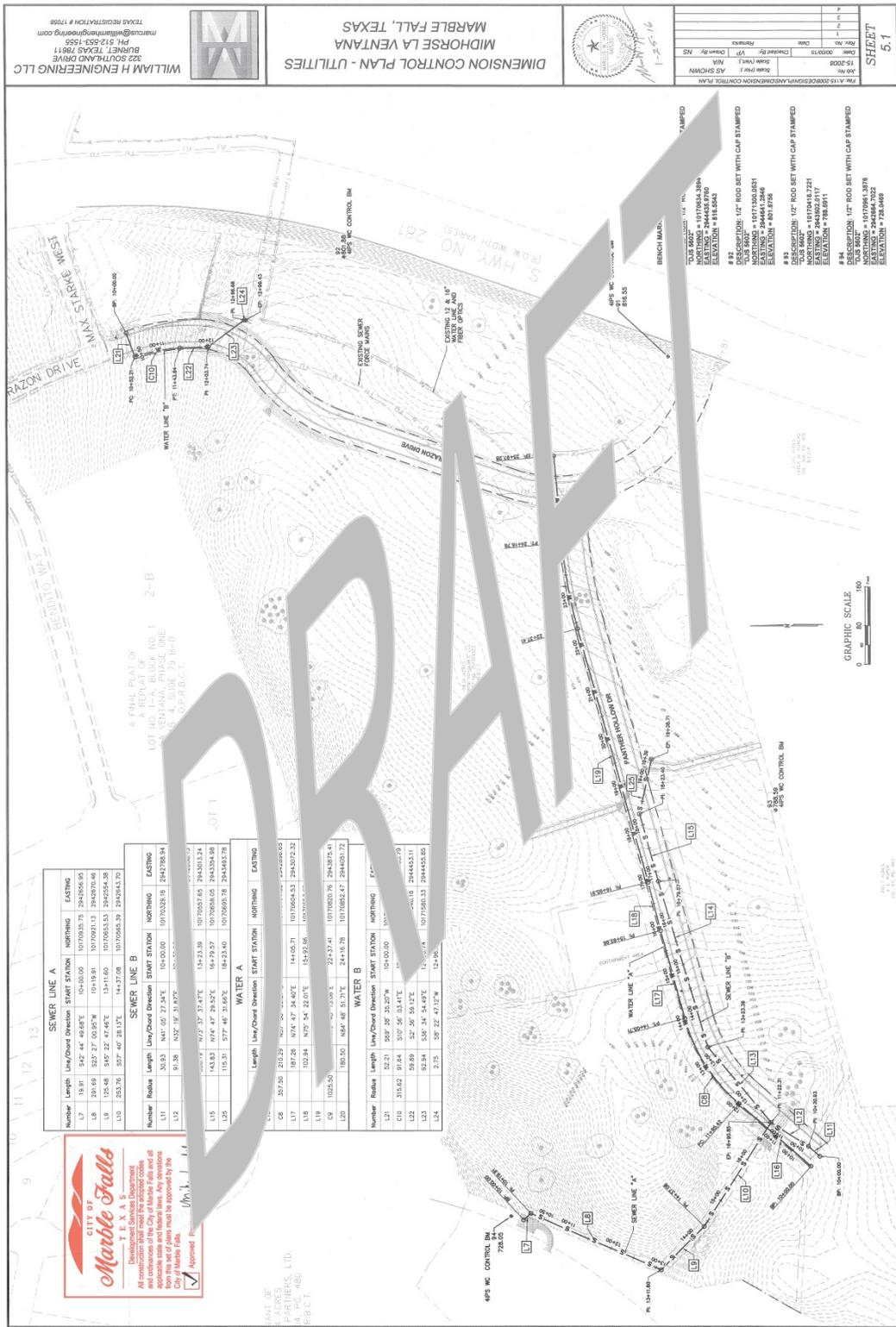


Exhibit "C" – Construction Estimate (Page 1 of 2)

PRELIMINARY CONSTRUCTION COSTS FOR ROAD AND UTILITY EXTENSION
 MIDHORSE DEVELOPMENT
 MARBLE FALLS, TEXAS

GENERAL/DEMOLITION ITEMS

| DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL |
|---------------------------------|----------|------|------------|---------------------|
| MOBILIZATION | 1.0 | LS | 10,000.00 | \$ 10,000.00 |
| SAW CUT EXISTING PAVEMENT | 120 | SF | 5.00 | \$ 600.00 |
| GENERAL/DEMOLITION ITEMS | | | | \$ 10,600.00 |

ROADWAY IMPROVEMENTS

| DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL |
|-----------------------------|----------|------|------------|----------------------|
| EXCAVATION | 40 | CY | 116.65 | \$ 4,666.00 |
| EMBANKMENT | 9.5 | CY | 5,376.00 | \$ 51,072.00 |
| 8" FLEX BASE | 2.3 | CY | 40,676.17 | \$ 93,595.50 |
| 2" HMAC TYPE "D" | 9.5 | SY | 11,462.60 | \$ 108,894.70 |
| 8' NATURE TRAIL | 23.5 | SF | 391.49 | \$ 9,280.00 |
| 5' SIDEWALK | 10.5 | SF | 382.38 | \$ 40,150.00 |
| 24" RIBBON CURB | 5.38 | LF | 11,350.00 | \$ 60,662.00 |
| SIGNS VARIOUS TYPES | 8 | | 250.00 | \$ 2,000.00 |
| STRIPING | 1 | | 1,650.00 | \$ 1,650.00 |
| 18" RCP CULVERT PIPE | 390 | LF | 54.72 | \$ 21,340.80 |
| 36" RCP CULVERT PIPE | 90 | LF | 75.00 | \$ 6,750.00 |
| 42" RCP CULVERT PIPE | 370 | LF | 93.80 | \$ 34,706.00 |
| 18" SAFETY END TREATMENT | 8 | EA | 1,500.00 | \$ 12,000.00 |
| 36" SAFETY END TREATMENT | 2 | EA | 1,750.00 | \$ 3,500.00 |
| 42" SAFETY END TREATMENT | 8 | EA | 2,000.00 | \$ 16,000.00 |
| ROADWAY IMPROVEMENTS | | | | \$ 564,347.10 |

EROSION & SEDIMENT CONTROL ITEMS

| DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL |
|---|----------|------|------------|---------------------|
| STAGING AREA | 1 | EA | 500.00 | \$ 500.00 |
| WASHOUT PIT | 1 | EA | 500.00 | \$ 500.00 |
| TREE PROTECTION | 11 | EA | 50.00 | \$ 550.00 |
| SILT FENCE | 62 | LF | 27.58 | \$ 1,711.96 |
| VEGETATION RESTORATION HYDRO MULCH | 739 | SY | 1.52 | \$ 11,232.80 |
| TYPE 2 SOD TURF | 1 | LF | 2,400.00 | \$ 2,400.00 |
| EROSION & SEDIMENT CONTROL ITEMS | | | | \$ 17,379.90 |

WATER SERVICE EXTENSION

| DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL |
|-----------------------------------|----------|------|------------|----------------------|
| PIPE, PVC 100, DR18 - 12" | 2000 | LF | 58.00 | \$ 116,000.00 |
| WET CONNECTION - 12" | 3 | EA | 2,500.00 | \$ 7,500.00 |
| TRENCH SAFETY, ALL DEPTHS | 2000 | LF | 1.00 | \$ 2,000.00 |
| GATE VALVE, 12" DIAMETER | 4 | EA | 4,750.00 | \$ 19,000.00 |
| FIRE HYDRANTS | 7 | EA | 5,150.00 | \$ 36,050.00 |
| AIR / VACUUM RELEASE VALVES | 2 | EA | 2,175.00 | \$ 4,350.00 |
| SERVICE TRENCHES, COMMERCIAL | 8 | EA | 2,150.00 | \$ 17,200.00 |
| SERVICE TRENCHES, COMMERCIAL FIRE | 8 | EA | 3,250.00 | \$ 26,000.00 |
| PRESSURE TEST | 1 | LS | 2,500.00 | \$ 2,500.00 |
| LEAKAGE TEST | 1 | LS | 500.00 | \$ 500.00 |
| SYSTEM STABILIZATION | 1 | LS | 1,500.00 | \$ 1,500.00 |
| WATER SERVICE EXTENSION | | | | \$ 232,680.00 |

SEWER SERVICE EXTENSION

| DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL |
|----------------------------------|----------|------|------------|----------------------|
| WASTEWATER LINE CONNECTION TO LS | 1 | EA | 6,000.00 | \$ 6,000.00 |
| TRENCH SAFETY, ALL DEPTHS | 1,875 | EA | 1.00 | \$ 1,875.00 |
| PIPE, 8" SDR 35, VARIOUS DEPTHS | 1,875 | LF | 65.00 | \$ 121,875.00 |
| MANHOLE 60" DIA | 8 | LS | 6,200.00 | \$ 49,600.00 |
| SEWER SERVICE EXTENSION | | | | \$ 179,350.00 |



Exhibit "C" – Construction Estimate (Page 2 of 2)

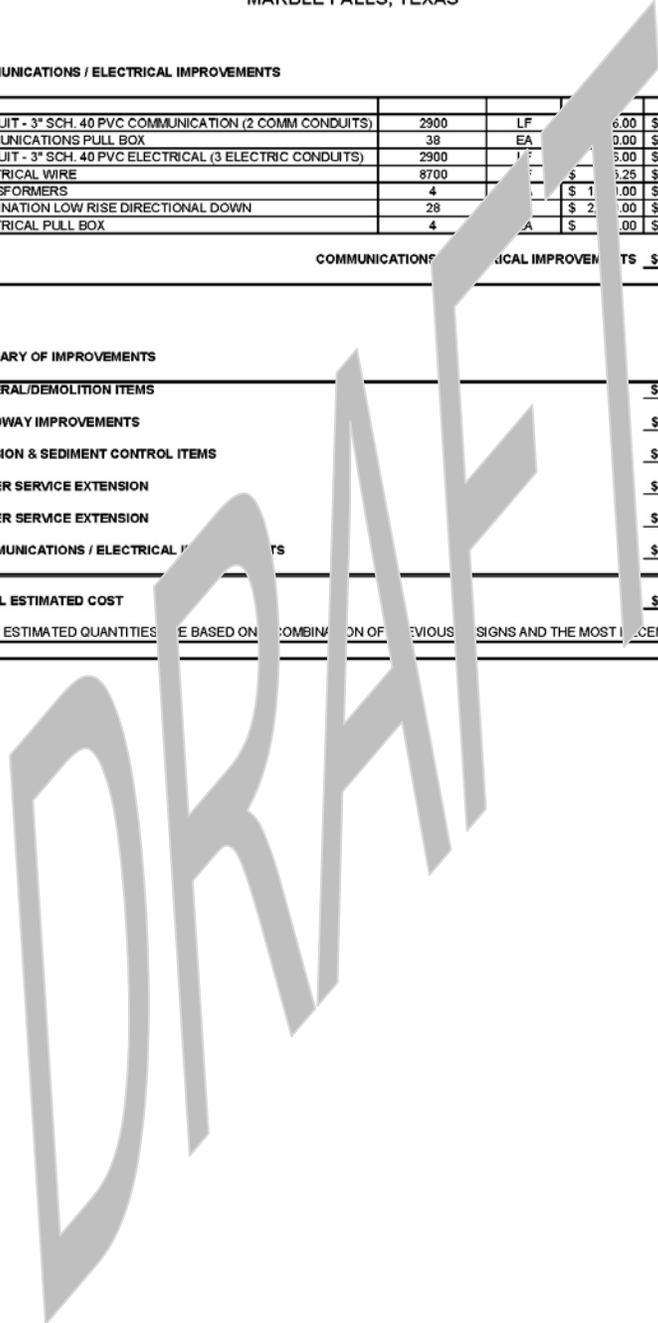
PRELIMINARY CONSTRUCTION COSTS FOR ROAD AND UTILITY EXTENSION MIDHORSE DEVELOPMENT MARBLE FALLS, TEXAS

COMMUNICATIONS / ELECTRICAL IMPROVEMENTS

| | | | | |
|---|------|----|----------|----------------------|
| CONDUIT - 3" SCH. 40 PVC COMMUNICATION (2 COMM CONDUITS) | 2900 | LF | 6.00 | \$ 17,400.00 |
| COMMUNICATIONS PULL BOX | 38 | EA | 500.00 | \$ 19,000.00 |
| CONDUIT - 3" SCH. 40 PVC ELECTRICAL (3 ELECTRIC CONDUITS) | 2900 | LF | 6.50 | \$ 17,400.00 |
| ELECTRICAL WIRE | 8700 | LF | 5.25 | \$ 45,675.00 |
| TRANSFORMERS | 4 | EA | 1,250.00 | \$ 5,000.00 |
| ILLUMINATION LOW RISE DIRECTIONAL DOWN | 28 | EA | 2,000.00 | \$ 56,000.00 |
| ELECTRICAL PULL BOX | 4 | EA | 500.00 | \$ 2,000.00 |
| COMMUNICATIONS / ELECTRICAL IMPROVEMENTS | | | | \$ 162,475.00 |

SUMMARY OF IMPROVEMENTS

| | |
|---|-----------------------|
| GENERAL/DEMOLITION ITEMS | \$ 10,600.00 |
| ROADWAY IMPROVEMENTS | \$ 564,347.10 |
| EROSION & SEDIMENT CONTROL ITEMS | \$ 17,379.90 |
| WATER SERVICE EXTENSION | \$ 232,600.00 |
| SEWER SERVICE EXTENSION | \$ 179,350.00 |
| COMMUNICATIONS / ELECTRICAL IMPROVEMENTS | \$ 162,475.00 |
| TOTAL ESTIMATED COST | \$1,166,752.00 |
| NOTE: ESTIMATED QUANTITIES ARE BASED ON A COMBINATION OF PREVIOUS DESIGNS AND THE MOST RECENT | |





**City of Marble Falls
Planning and Zoning Commission Agenda Cover Memo
October 13, 2016**

To: Chairman and Planning & Zoning Commission
Item 3. C. **Public Hearing, Discussion, and Recommendation:** Regarding a rezoning request from Single-Family Base District (R-1) and Single-Family Attached District (RA-1) to Single-Family Estates Base District (RE-1) for 173.62 acres being a tract of land out of the Logan Vandiver Survey No. 206, Abstract No. 927, the J.M. Roper Survey No. 1517, Abstract No. 1559, the Charles D. Ball Survey No. 25, Abstract No. 126, and the William C.M. Baker Survey No. 202, Abstract No. 123, and Tract No. 9 of the Holy-Naumann Subdivision, Number Three, City of Marble Falls, Burnet County, Texas, located north of the Wildflower Village Subdivision.
Requested by: Mustang Ridge Estates, LLC, applicant and owner
Case: Case 2016-24-Z

SUMMARY

This item is for consideration of a rezoning request for 173.62 acres north of the Wildflower Village Subdivision.

The southern half of the Subject Area is zoned Single-Family Attached District (RA-1), and the northern half is zoned Single-Family Base District (R-1). The applicant is requesting to rezone the entire Subject Area into Single-Family Estates Base District (RE-1) in order to allow for larger estate sized lots (one acre minimum).

Current the RA-1 zoning acreage would allow approximately 1,045 single family lots with a minimum lot area of 3,000 square feet. The R-1 zoning acreage would allow approximately 725 single family lots with a minimum lot area of 6,000 square feet. A total of 1,770 lots could potentially be platted with current regulations and densities allowed (not accounting for roadways and drainage infrastructure). Rezoning the acreage to RE-1 would reduce the density of the acreage to allow approximately 173 single family lots with a minimum lot area of one acre each (not accounting for roadways and drainage infrastructure).

The Subject Area is currently undeveloped. The proposed use of the Subject Area is a sixty (60) lot residential subdivision to be known as Mustang Ridge Estates. The subdivision will be similar in character to that found north of the Subject Area along Park View Drive. Housing in the subdivision would be restricted to conventional site built homes. Grading,



streets, and drainage would conform to the natural terrain as nearly as practicable. A conceptual lot plan for the subdivision can be found on page 41.

The applicant/owner has submitted a Construction Plat application and related construction plans for the proposed public improvements. This item will come before the Planning and Zoning Commission within the following months.

Site plan approval is not required for this rezoning due to the applicant seeking a downzoning to a less dense zoning district. The Comprehensive Plan Future Land Use Plan (FLUP) classification for the Subject Area is Transitional Residential. The Transitional Residential classification is intended to allow development of different housing types, characterized by a variety of different lot sizes and housing types. New Transitional Residential development should be designed in a manner that matches the character of development it abuts. In this sense, the requested rezoning complies with the Comprehensive Plan Future Land Use Plan intent due to the compatibility of the proposed character and density to that of existing surrounding neighborhoods.

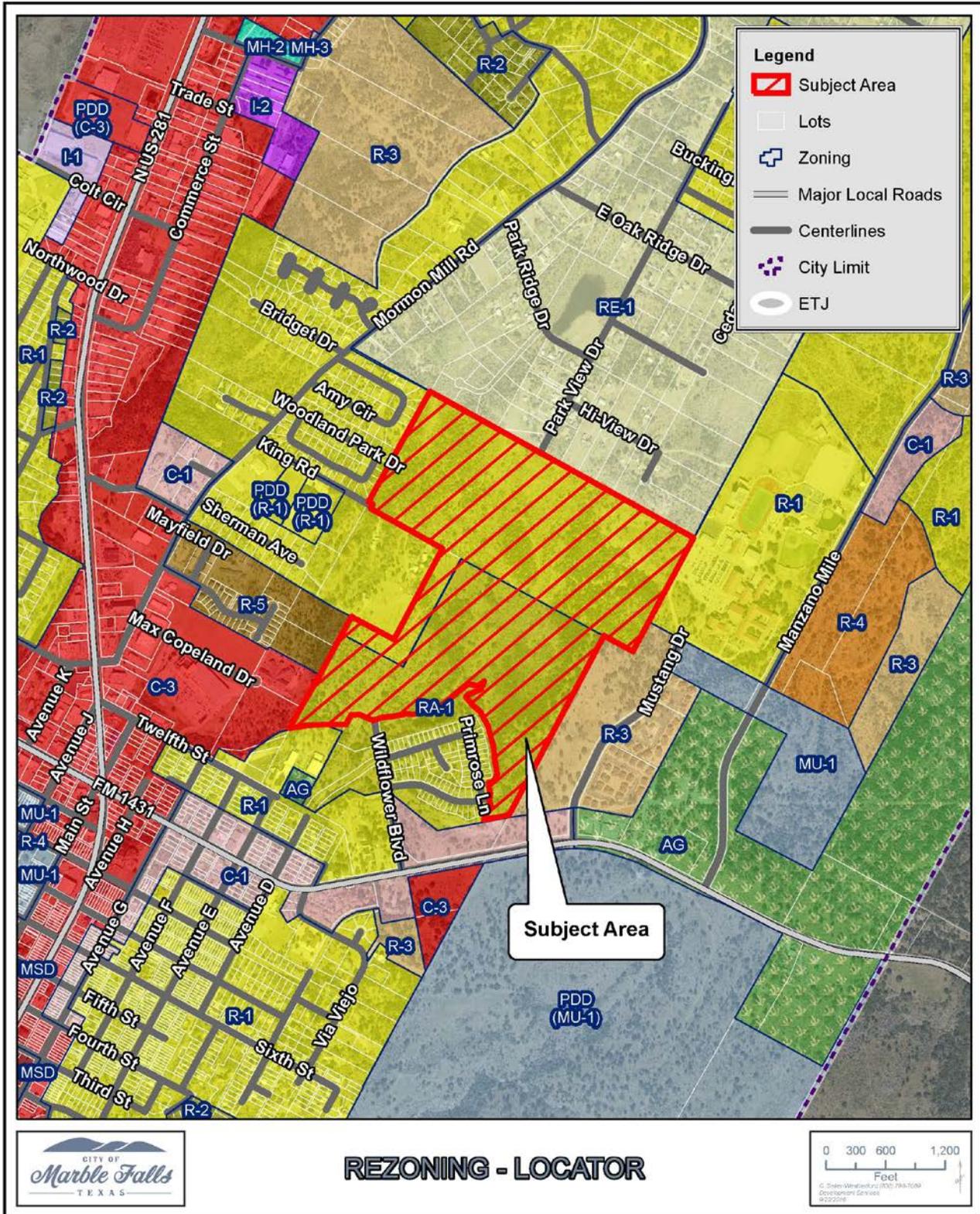
A total of fifty-five (55) adjacent property owners within two hundred feet (200') of the Subject Area were mailed notification letters, including the public hearing dates and a pre-paid comment card for response supporting/opposing the proposed rezoning. At the time of packet distribution three (3) submitted a response in favor of the rezoning, and two (2) submitted a response against the rezoning.

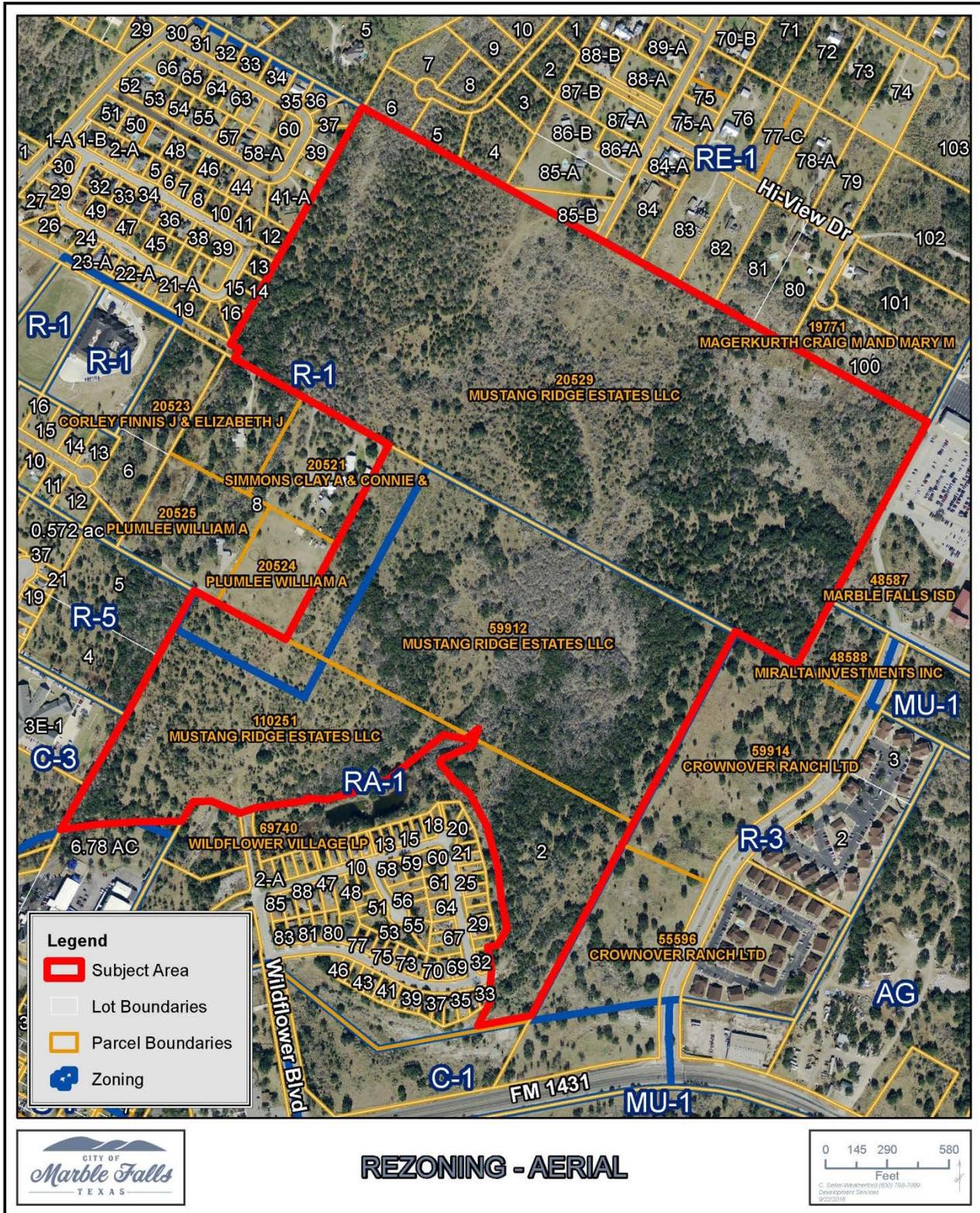
RECOMMENDATION

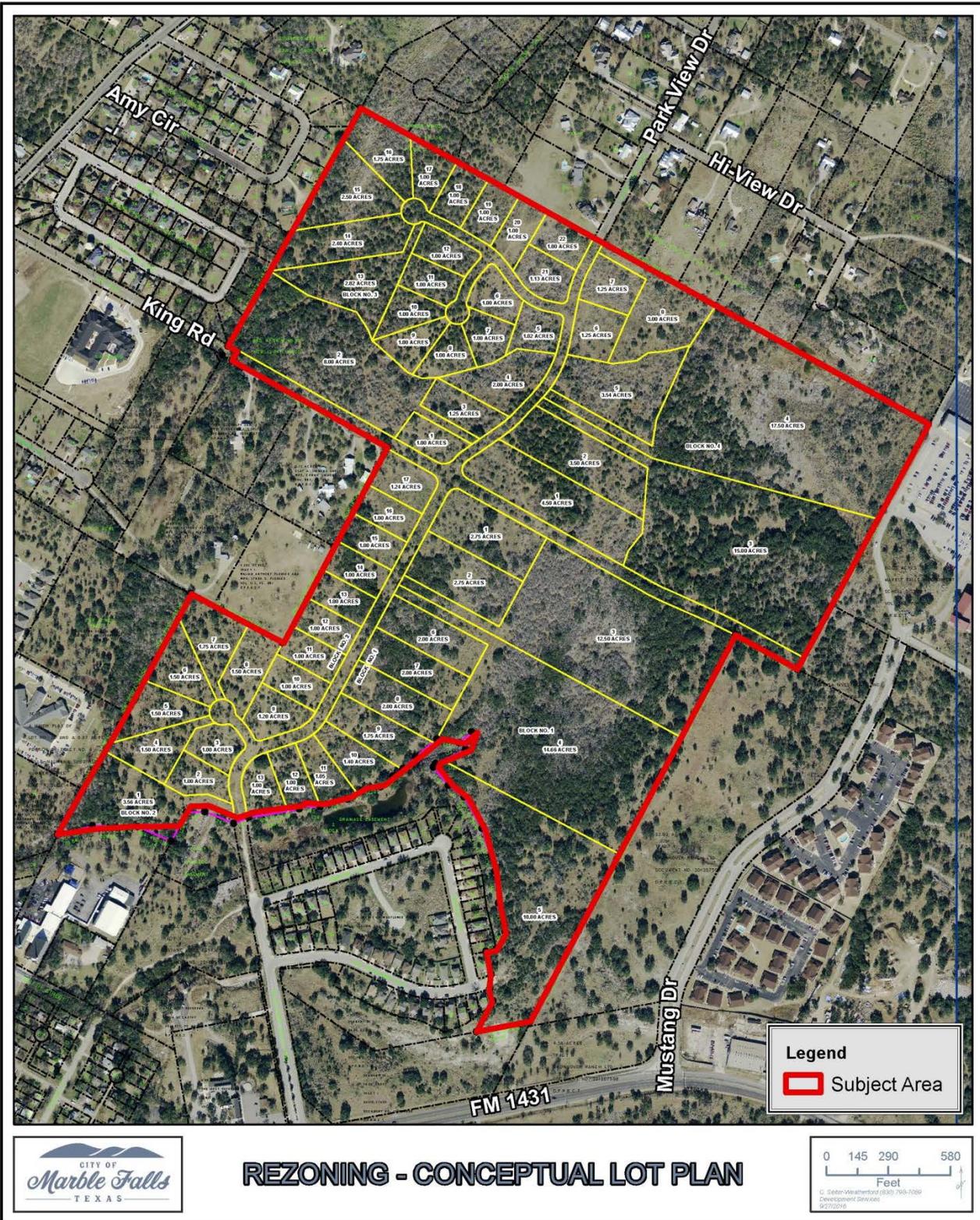
Due to conformance with the Comprehensive Plan, the compatibility with surrounding zoning, the need for diversification of City housing inventory, and the minimal density of the development proposed, City staff recommends approval of the rezoning request to Single-Family Estates Base District (RE-1).

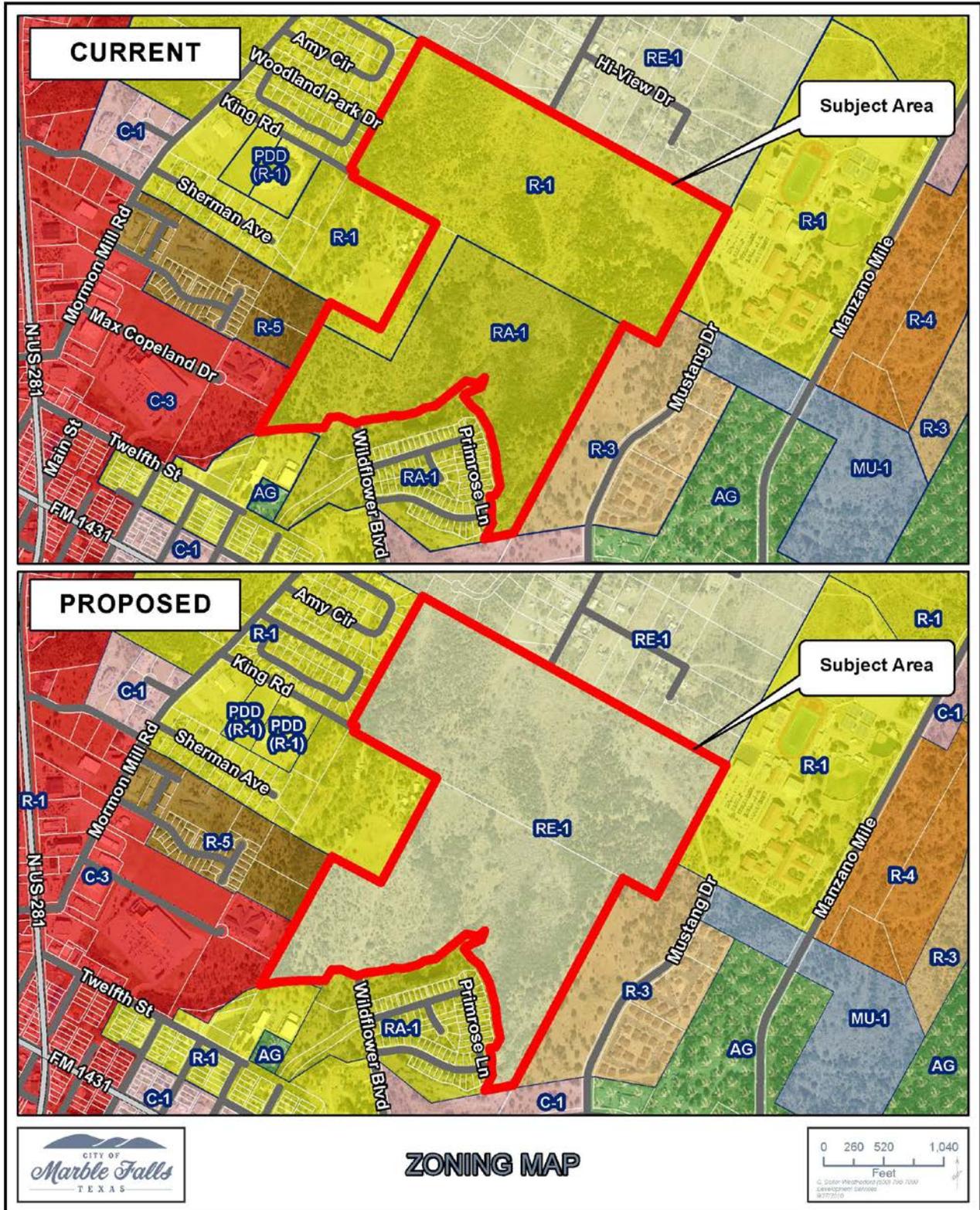
Memo Contents:

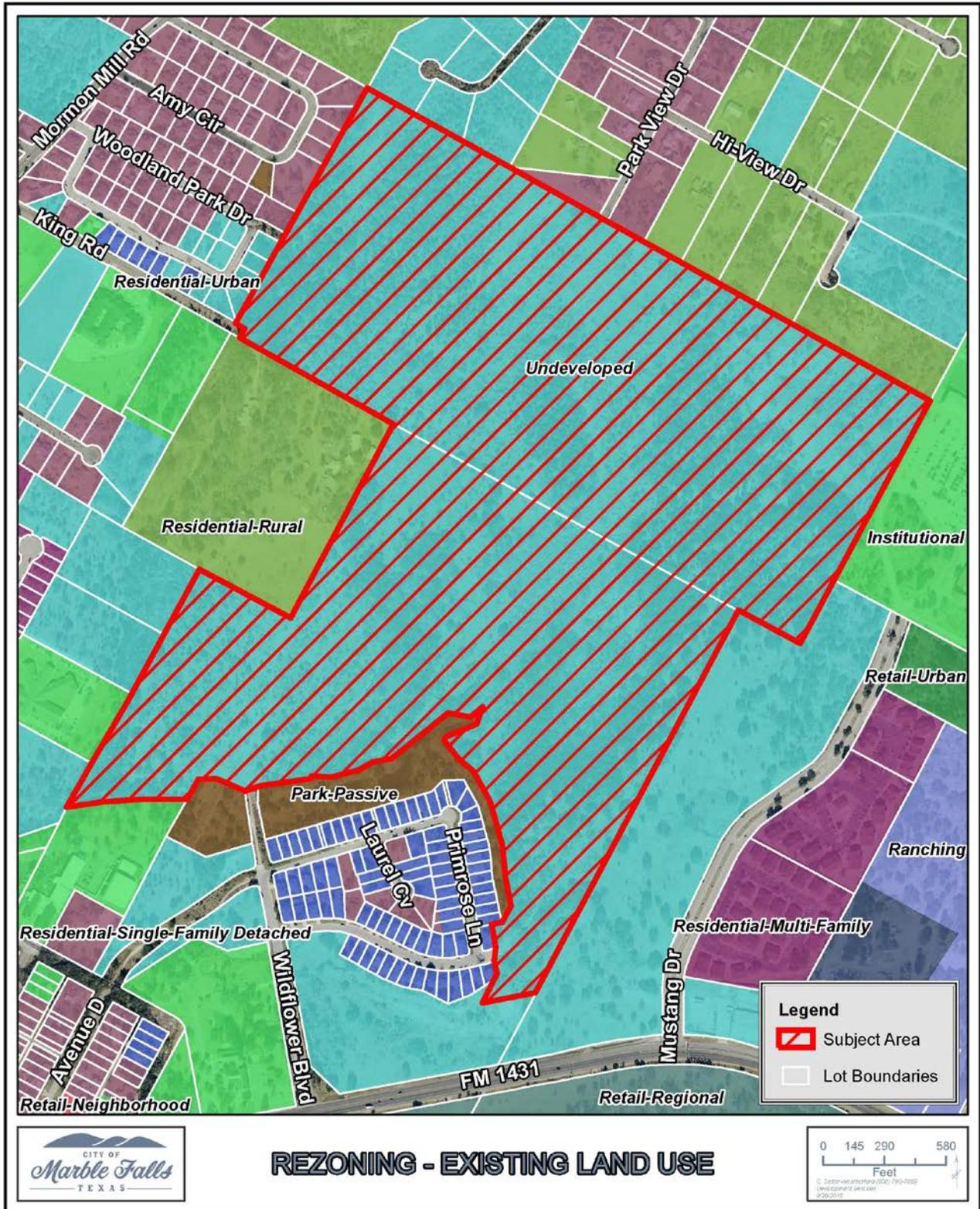
- Informational maps produced by City Staff: **Pages 34 - 40**
- Conceptual Lot Plan: **Page 41**
- Survey: **Page 42**

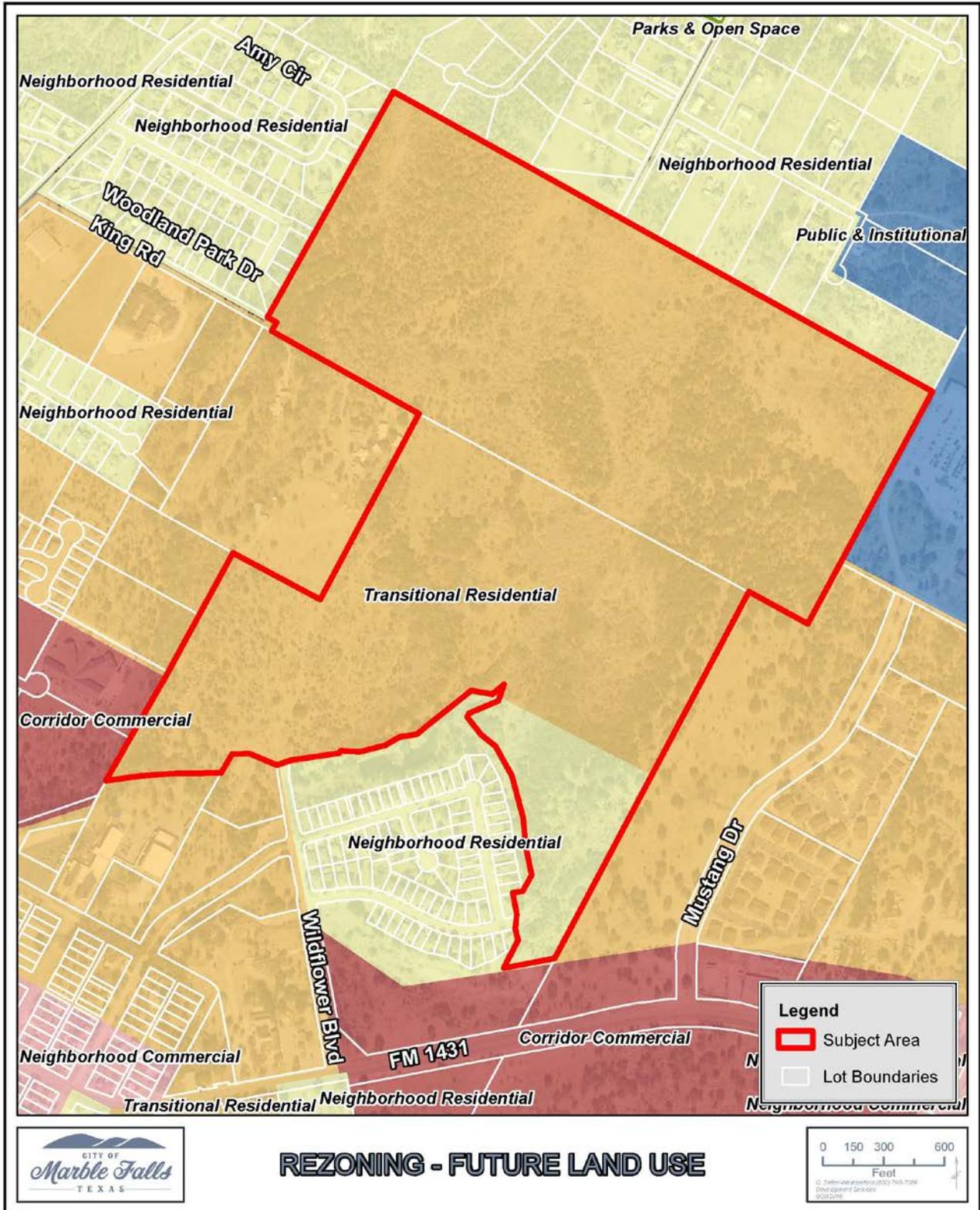


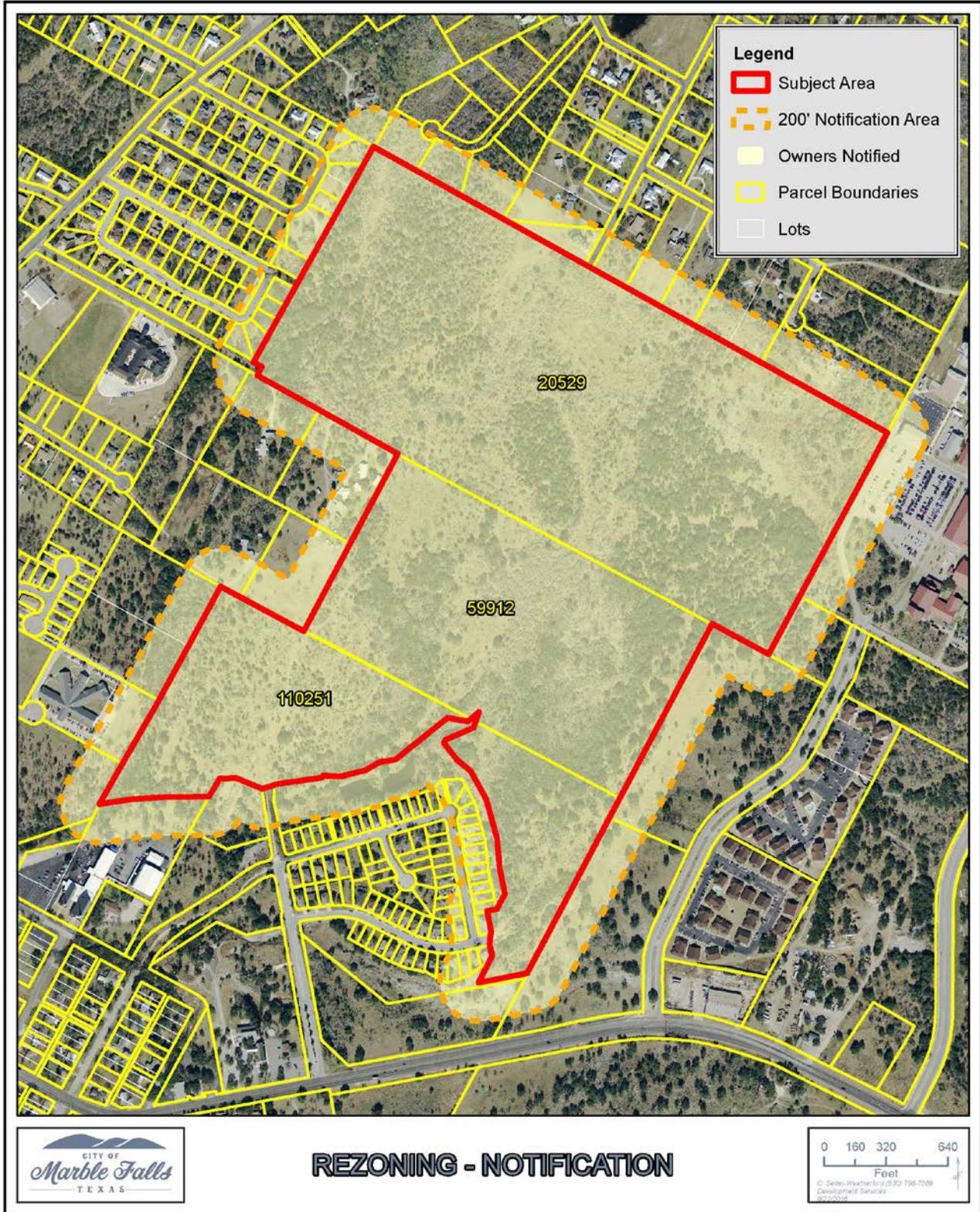














**City of Marble Falls
Planning and Zoning Commission Agenda Cover Memo
October 13, 2016**

To: Chairman and Planning & Zoning Commission
Item 3. D. **Public Hearing, Discussion, and Recommendation:** Regarding a rezoning request from Single-Family Base District (R-1) and General Commercial Base District (C-3) to Planned Development District (PDD) with base zoning of Neighborhood Commercial Base District (C-1), for 8.52 acres out of the William C.M. Baker Survey No. 202, Abstract No. 123, and the Logan Vandivier Survey No. 206, Abstract No. 127, and Lot 2A of the Holy-Naumann Subdivision Number Three, City of Marble Falls, Burnet County, Texas, municipally addressed as 501 12th Street.
Requested by: Rose M. Brasuel, applicant, and First Baptist Church of Marble Falls, owner
Case: Case 2016-25-Z

SUMMARY

This item is for consideration of a rezoning application requesting a Planned Development District (PDD) with base zoning of Neighborhood Commercial Base District (C-1) for 10.28 acres located at 501 12th Street, Marble Falls, Texas 78654, known as the property formally housing the First Baptist Church of Marble Falls.

The majority of the Subject Area is currently zoned Single-Family Base District (R-1), and approximately 0.5 acres is zoned General Commercial Base District (C-3). The use of the property prior to being vacated included religious assembly, and associated accessory uses such as food pantry, gymnasium, and school/daycare facilities. These accessory uses were allowed due to the fact that they were tied to the primary use being religious assembly, which is allowed within R-1 zoning. With the religious assembly primary use removed, independent indoor recreation, daycare facilities, and community assembly/meeting spaces would not be allowed due to the current zoning classification. The applicant would like to purchase the property from the current owner (The First Baptist Church of Marble Falls) in order establish a recreational community center through the continuation of similar community/recreational activity uses on the site, however rezoning needs to occur in order to allow for these nonresidential uses.

The proposed project plans to keep the existing site plan and building configurations (as depicted on pages 51 and 52), but would redevelop the interior of the main building into an



indoor play area. The additional buildings previously known as the chapel, gymnasium, youth building, and school/daycare facility would be leased to future tenants that comply with the proposed land uses permitted (found on page 54). The land use table features light-commercial and residential land uses compatible with residential neighborhoods. The proposed project hopes to provide a location that facilitates community activities and provides meeting areas for children and families. As stated in the applicant statement, the project will make it a priority to select rental tenants that provide family/children focused uses in an effort to encourage local family and health centered activities within the project.

In order to increase the overall quality and visual appearance of the project, the applicant is proposing to make improvements to the exterior grounds. Additional landscaping and trees are proposed within the existing parking lot, and future courtyard and outdoor playgrounds/features are planned to increase free play and natural areas. These changes are depicted in the Landscape Plan found on page 53.

As opposed to a conventional rezoning, staff recommended a Planned Development District for the property, in order to safeguard the surrounding residential neighborhood. Our code specifies Planned Development overlay districts are meant to provide greater flexibility in order to allow special conditions or restrictions which would otherwise not allow the development to occur, as long as the proposed land uses are compatible with surrounding zoning and existing land uses. By providing a set site plan for the property and allowing a customized limited amount of compatible uses within the project, the City can assure that the project is compatible with surrounding land uses. With a PDD the neighborhood gets an added layer of land development restriction, and any substantial modifications to the site plan or buildings would require approval through the PDD amendment process. The inventory of existing zoning surrounding the Subject Area includes General Commercial Base District (C-3) to the north and east, and Single-Family Base District (R-1) to the south and west. The proposed Neighborhood Commercial (C-1) PDD development standards and land uses are providing a gradual transition between the two existing zones, and therefore are deemed to be compatible with surrounding zoning, permitted land uses, and existing land uses in the area.

The Comprehensive Plan Future Land Use Plan (FLUP) classification for the Subject Area is Transitional Residential (TR). The primary uses allowed in TR are single-family and multi-family residential, however secondary uses such as neighborhood nonresidential uses are allowed to be considered on a limited basis. Nonresidential uses should be developed using Neighborhood Commercial (NC) classification standards, which call for nonresidential uses that



are of an appropriate use, scale, and design that is compatible with abutting or nearby residential uses. The primary uses allowed in the Neighborhood Commercial future land use classification include professional offices, food sales, convenience stores, general retail sales, personal services, medical or healthcare facilities, life care housing or facilities, restaurants, and parks, trails, and open spaces. The proposed uses and site plan for the project therefore conform to the Comprehensive Plan Future Land Use Plan.

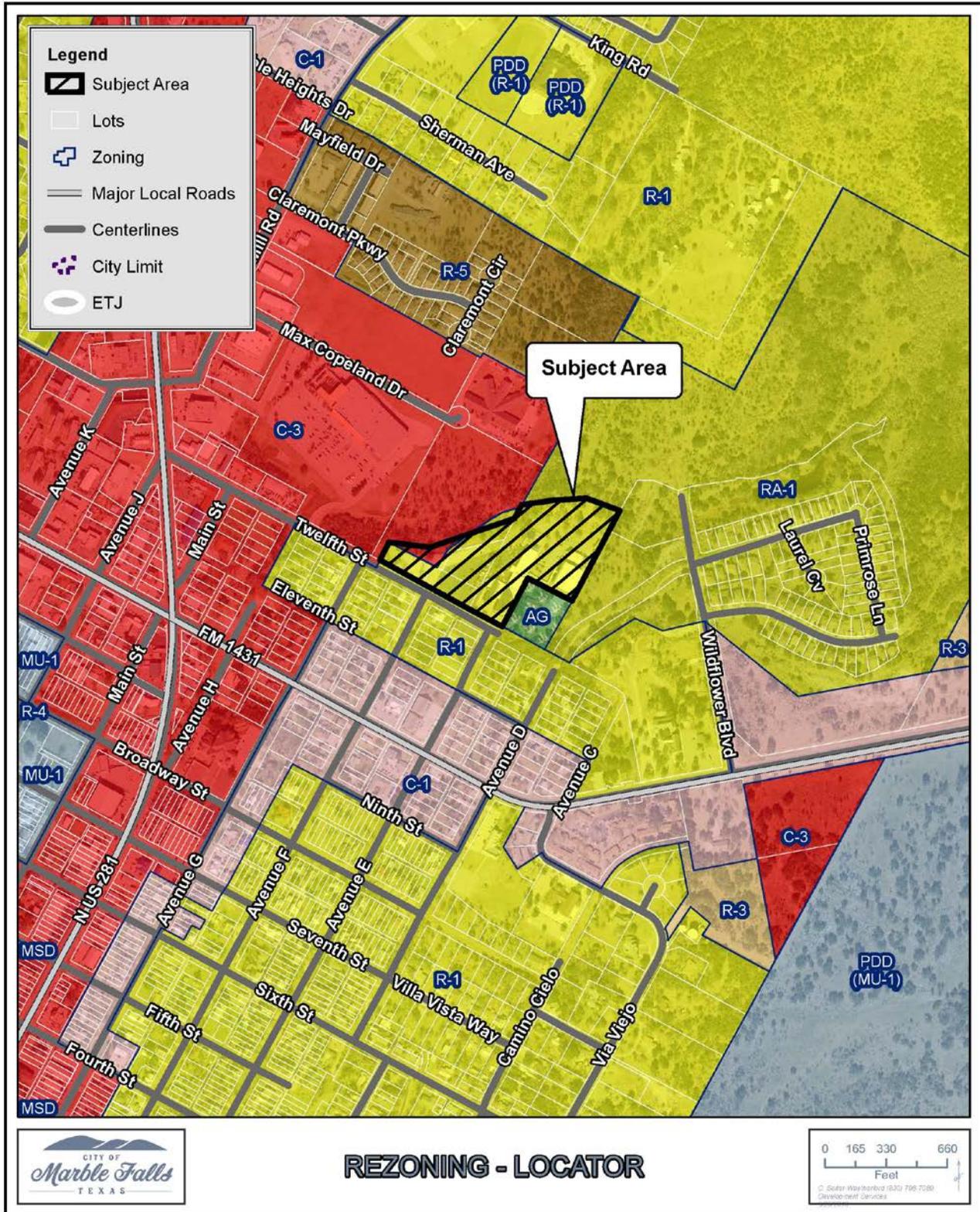
A total of thirteen (13) adjacent property owners within two hundred feet (200') of the Subject Area were mailed notification letters, including the public hearing dates and a pre-paid comment card for response supporting/opposing the proposed rezoning. At the time of packet distribution zero (0) property owners submitted a response.

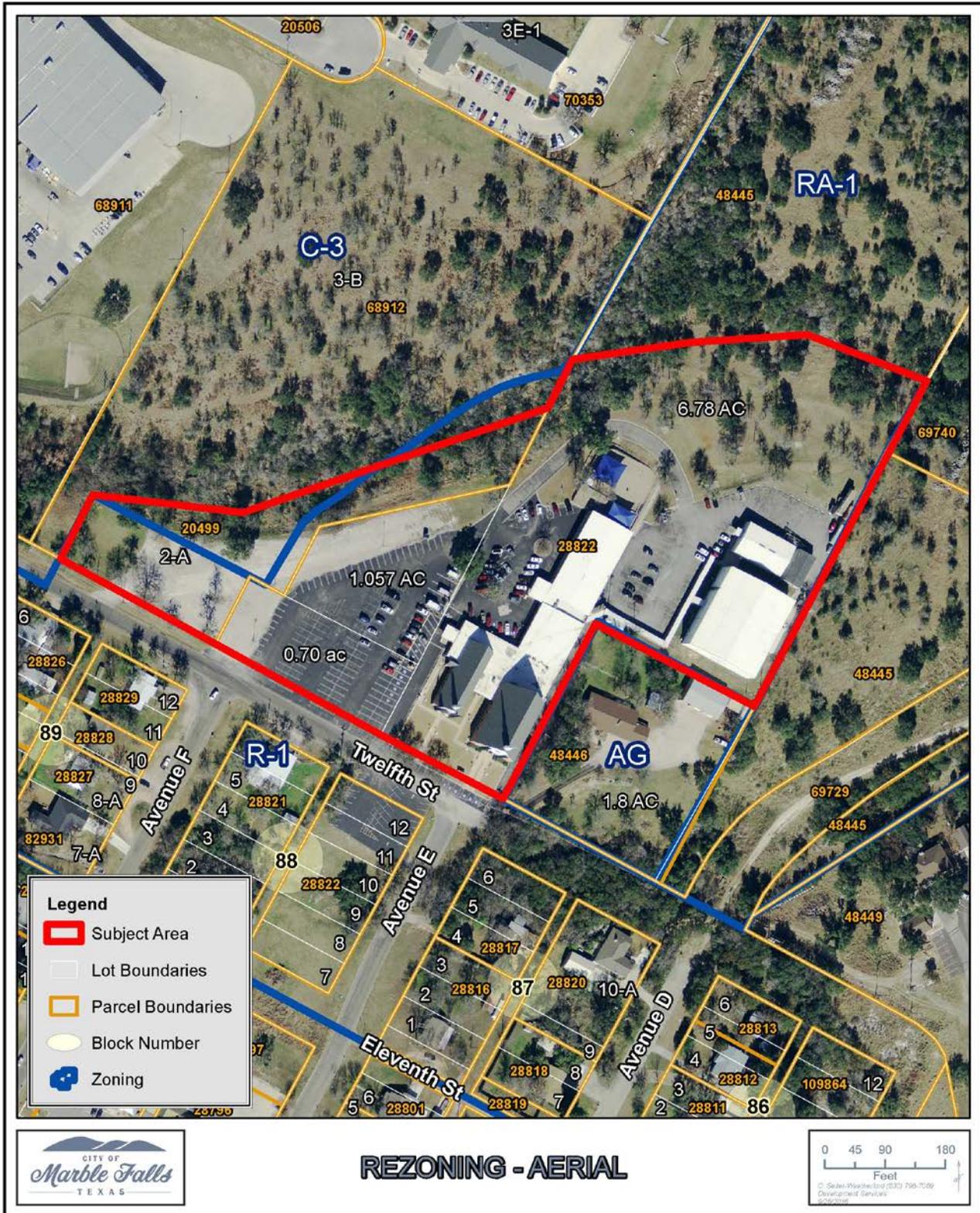
RECOMMENDATION

Due to conformance with the Comprehensive Plan, the compatibility with surrounding existing land uses, and the site plan, land use table, landscape plan, and building elevations meeting or exceeding all minimum standards for the proposed use within the property, City staff recommends approval of the PDD rezoning and corresponding exhibits.

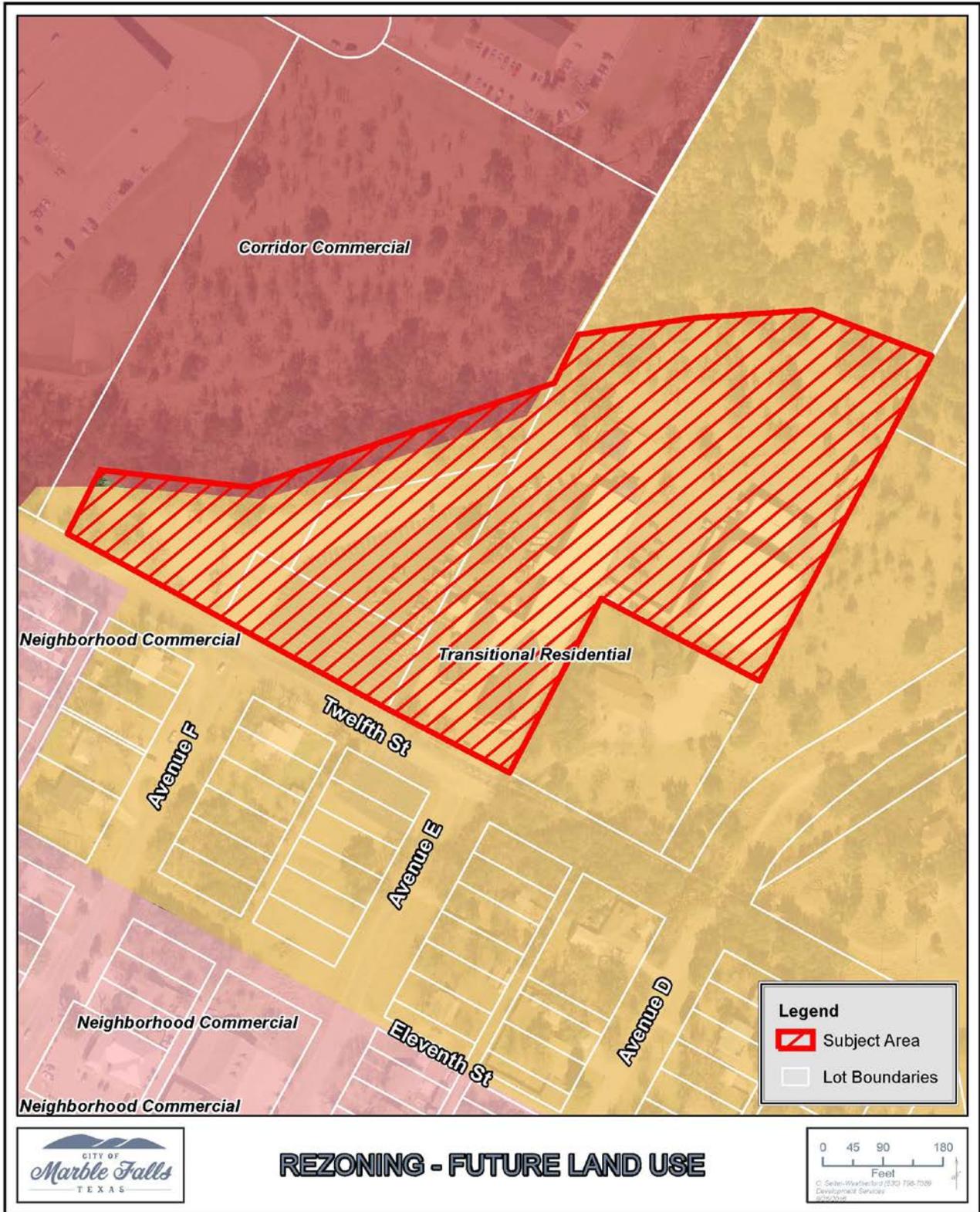
Memo Contents:

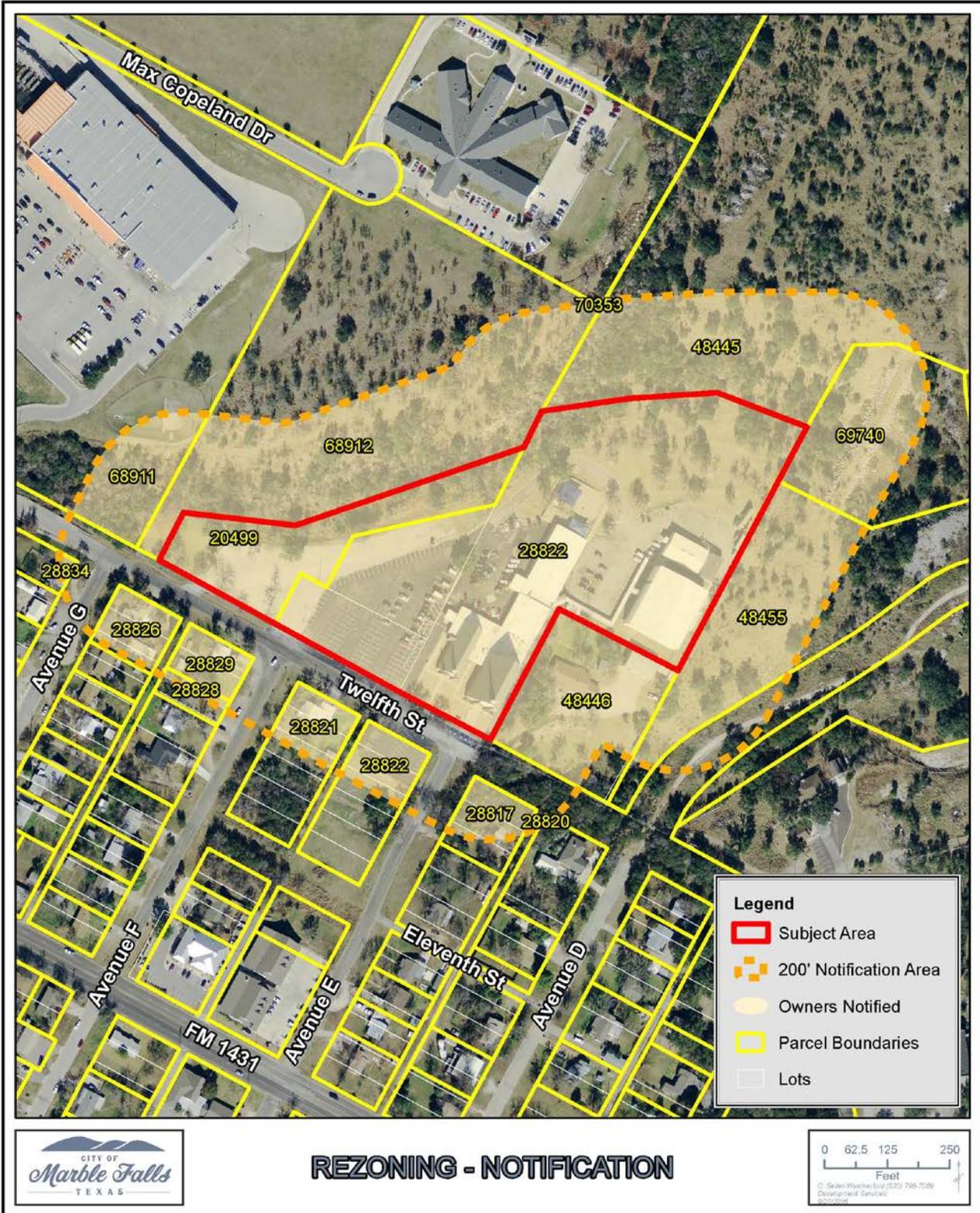
- | | |
|--|----------------------|
| • Informational maps produced by City Staff: | Pages 46 - 50 |
| • Site Plan and Survey: | Page 51 |
| • Existing Elevations to Remain: | Page 52 |
| • Proposed Landscape Plan: | Page 53 |
| • Proposed Land Use Table: | Page 54 |
| • Applicant Statement: | Pages 55 - 56 |











Case 2016-25-PDD Site Plan and Survey



Case 2016-25-PDD Existing Elevations to remain



Case 2016-25-PDD Proposed Landscape Plan





Case 2016-25-PDD Proposed Land Use Table

Exhibit E- Land Use Table

| Permitted Uses | Conditional Uses |
|---|---|
| Commercial | |
| Administrative and business offices. | Commercial off-street parking. |
| Business support services. | |
| Business or trade school. | |
| Financial services. | |
| Food sales. | |
| Funeral services. | |
| General retail sales. | |
| Indoor sports and recreation. | |
| Indoor entertainmnet. | |
| Medical services/offices. | |
| Outdoor entertainment (subject to site plan review). | |
| Outdoor sports and recreation. | |
| Personal improvement services. | |
| Personal services. | |
| Professional offices. | |
| Restaurant (convenience). | |
| Restaurant (general). | |
| | |
| Civic | |
| Administrative services. | |
| Day care services (limited). | |
| Day care services (general). | |
| Guidance services. | |
| Park and recreation services. | |
| Primary education facilities. | |
| Public assembly. | |
| Religious assembly. | |
| Secondary education facilities. | |
| | |
| Residential | |
| Single-family residential—Developed under the R-1 density and site development regulations. | Apartment and group residential—Developed under the R-3 density and site development regulations. |
| Duplex residential—Developed under the R-2 density and site development regulations. | |
| Townhouse residential—Developed under the R-3 density and site development regulations. | |
| Condominium residential—Developed under the R-3 density and site development regulations. | |
| | |

*All other uses not listed are prohibited



Case 2016-25-PDD Applicant Statement

501 12th Street Project
Presented By: Rose M. Brasuel

We seek to develop a multiuse space focused on children, family and community. This space will function as families and communities do by providing ongoing activities to enrich and entertain young people while offering gathering and relaxing spaces for adults. This project, (the "Project") has identified a property formerly known as the First Baptist Church in Marble Falls. The property is located at 501 12th Street, Marble Falls Texas.

The initial plan would be to develop the main building, formerly the sanctuary into a play area. The buildings adjacent to the main feature will be leased. This includes buildings previously labeled "the chapel", "gymnasium", "youth building", "daycare facility" and "outdoor playground". The food pantry and current tenants will be given the opportunity to stay and plans are underway to lease the daycare facility. These buildings will be leased with no current plans to modify the structures. Activities will be centered indoors and are not expected to change the noise levels from the current church use.

There are currently no plans to build additional structures on the property. The Project will focus on using the existing facilities. It is possible that additional landscaping may be done to the property, a courtyard added and trees planted around the parking areas. It is also possible that the playground could expand to add additional outdoor play features and/or free play nature areas.

The Project will create a unique, upscale, innovative environment that will welcome all families to play, relax and grow. The goal is a formation of an environment that will bring people with diverse backgrounds and interests together in a common forum. The Project has hopes to be an active part of the community, and to provide continual re-investment through participation in community activities and the ability to facilitate as a meeting area for many groups and events.

It is not expected that the Project will change the volume of traffic from the current church use. The Project will use existing parking. The Project will draw smaller groups than the current use, however, it is expected that these smaller groups will utilize the property more continuously over the day than the current church use.



501 12th Street Project
Presented By: Rose M. Brasuel

As part of our plans to make the Project the number one destination in the area, we would like to work with the Marble Falls Chamber and Economic Development Department to facilitate events that would get our location on the map. In addition, priority in selecting rental use of the Project would be mission or children focused uses in effort to encourage local family and health centered activities and participation. In addition to the social and health benefits, there is considerable positive economic impact to the community that could be gained through the construction of the Project. Direct impacts include the creation of a place for community events and private event rentals, job creation, new revenues from admission and use fees, from local users, event participants and spectators, and visitors making use of the facility. Indirect impacts are also anticipated from the Project, including business location or relocation, and enhancement of the area for retirement and residential relocation, all contributing to higher real estate values.



City of Marble Falls
Planning and Zoning Commission Agenda Cover Memo
October 13, 2016

To: Chairman and Planning & Zoning Commission
Item 3. E. Public Hearing, Discussion, and Recommendation: Regarding a zoning text amendment to Sections 690-699 of the District Regulations, Appendix B Land Use Regulations, City of Marble Falls Code of Ordinances, to amend the MH-3 Mobile Home Base District regulations.
Case: Case 2016-27-ZT

SUMMARY

This item is to consider a text amendment to the existing Mobile Home Base District (MH-3) zoning regulations. Current regulations and permitted uses read as follows:

MH-3 MOBILE HOME BASE DISTRICT (§§ 690—699)

691. - Purpose. The MH-3 Mobile Home District is intended to provide locations for development of mobile home residential lots. Homes in this district shall be restricted to mobile homes as defined by the department of housing and urban development.

692. - Permitted uses.

- A. Residential: Single-Family Residential.
B. Civic: Administrative services. Community recreation. Day care (limited). Local utility services. Park and recreation.
C. Civic (conditional): Club or lodge. Cultural services. Primary education facilities. Religious assembly. Safety services. Secondary education facilities.

695. - Site development regulations.

Table with 2 columns: Feature, Regulations. Rows include Lot size (Minimum 4,000 square feet), Lot width (Minimum 40 feet), Front yard (Minimum required setback, 20 feet), Street side setback (Minimum required setback, 10 feet), Interior site line (Minimum required setback, 5 feet).



| | |
|---------------------------------------|---|
| <i>Rear site line setback</i> | <i>Minimum required setback, 10 feet</i> |
| <i>Setback requirements</i> | <i>Each mobile home and any attached accessory structures shall be separated from every other mobile home, building, structure, internal street or other common area by at least 10 feet.</i> |
| <i>Height of structure</i> | <i>Maximum 25 feet</i> |
| <i>Height of chassis above ground</i> | <i>Minimum 3 feet</i> |

697. - *Additional regulations.*

- A. *Tie down and skirting required.*
- B. *Minimum living area-Five hundred (500) square feet per dwelling.*

The MH-3 district was meant to be distinguished from the R-1 Single-Family Residential District in that only Manufactured Housing (also referred to as mobile homes) which is built in a factory and governed by federal building code would be allowed. The Mobile Home Park District (MH-2) similarly restricts homes to be Manufactured Housing, however the MH-2 zoning is specifically intended to provide for the development of mobile home residence parks. The Manufactured Housing District (MH-1) is most similar to the MH-3 district, restricting housing to that regulated by the Department of Housing and Urban Development (HUD), however site built housing can be allowed “based on accepted standards of equal value and equal construction”.

Recently, staff has received several inquiries and permit applications requesting to build site-built homes on vacant lots within the MH-1 and MH-3 districts. Several conventional site-built houses can be found within the MH-1 and MH-3 districts predating the 1998 zoning. Based on the existing conditions within these district neighborhoods (map of district locations found on page 60), and the various requests to permit site-built housing, there does not appear to be an incompatibility between the two housing types. City Staff is proposing an amendment to revise the purpose statement of the MH-3 district in order to allow site built housing when constructed under the R-1 standards, similar to what is currently allowed in the MH-1 district.

Additionally, the Comprehensive Plan Future Land Use Plan classification for these districts is Transitional Residential, which is intended to allow development of different housing types, characterized by a variety of different lot sizes and housing styles.

RECOMMENDATION

Due to the conformance with the Comprehensive Plan, staff recommends approval of the text amendment.



Case 2016-27-ZT Proposed Text Amendment

MH-3 MOBILE HOME BASE DISTRICT (§§ 690—699)

691. - Purpose. The MH-3 Mobile Home District is intended to provide locations for development of mobile home residential lots. Homes in this district shall be restricted to mobile homes as defined by the Department of Housing and Urban Development. Site built housing may be allowed based on accepted standards of equal value and equal construction, when developed under the R-1 Single-Family Base District regulations.

692. - Permitted uses.

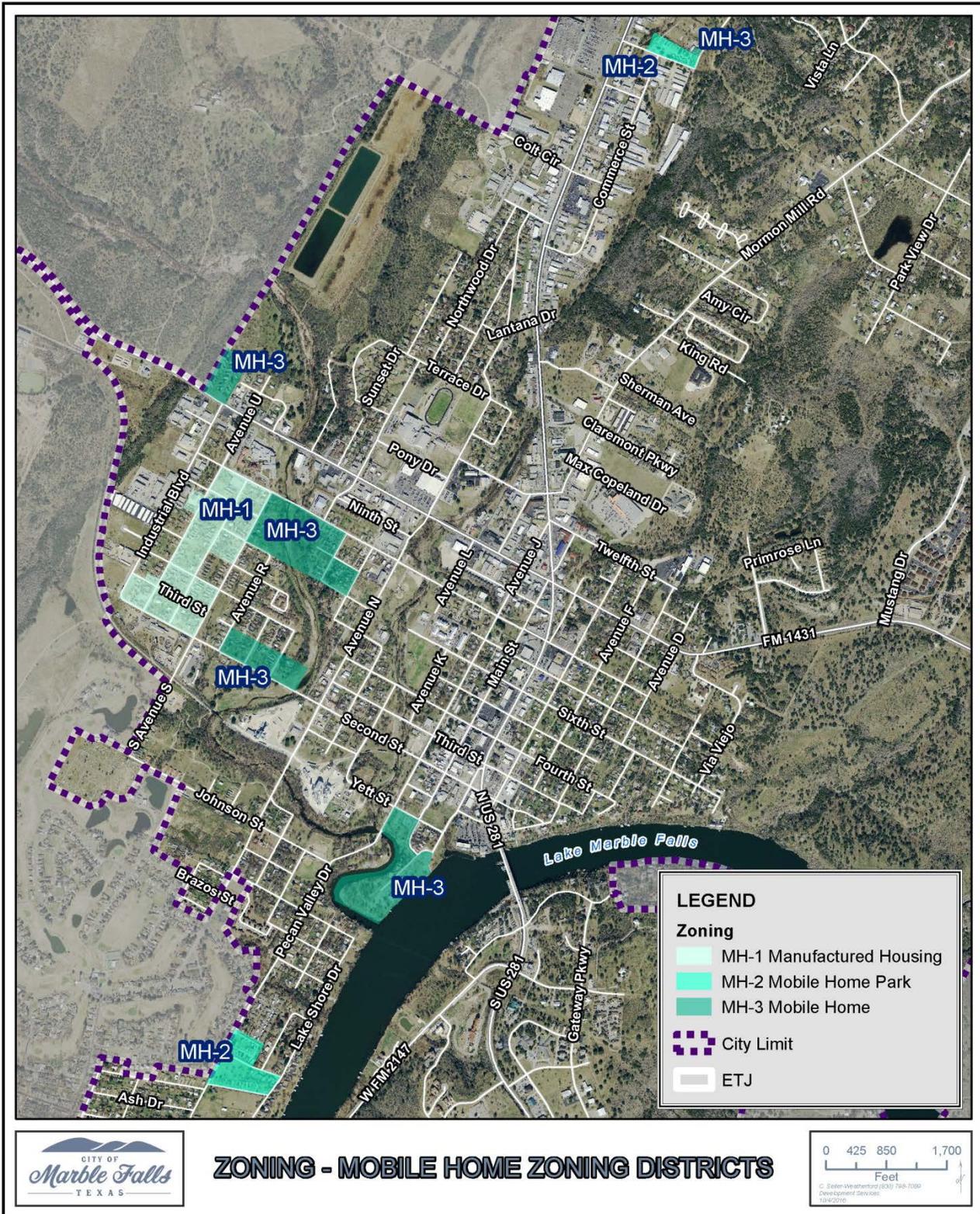
- A. Residential:
 - Single-Family Residential.
- B. Civic:
 - Administrative services.
 - Community recreation.
 - Day care (limited).
 - Local utility services.
 - Park and recreation.
- C. Civic (conditional):
 - Club or lodge.
 - Cultural services.
 - Primary education facilities.
 - Religious assembly.
 - Safety services.
 - Secondary education facilities.

695. - Site development regulations.

| Feature | Regulations |
|--------------------------------|--|
| Lot size | Minimum 4,000 square feet |
| Lot width | Minimum 40 feet |
| Front yard | Minimum required setback, 20 feet |
| Street side setback | Minimum required setback, 10 feet |
| Interior site line | Minimum required setback, 5 feet |
| Rear site line setback | Minimum required setback, 10 feet |
| Setback requirements | Each mobile home and any attached accessory structures shall be separated from every other mobile home, building, structure, internal street or other common area by at least 10 feet. |
| Height of structure | Maximum 25 feet |
| Height of chassis above ground | Minimum 3 feet |

697. - Additional regulations.

- A. Tie down and skirting required.
- B. Minimum living area-Five hundred (500) square feet per dwelling.





**City of Marble Falls
Planning and Zoning Commission Agenda Cover Memo
October 13, 2016**

To: Chairman and Planning & Zoning Commission
Item 3. F. Presentation and Discussion: Regarding previous Planning and Zoning Commission items, City Council Disposition and update regarding future planning projects.
Requested by: Planning & Zoning Commission

SYNOPSIS

This item is to update Commission regarding previous Planning and Zoning Commission items, City Council Disposition and update regarding future planning projects.

1. APA Texas Chapter 2016 Comprehensive Planning Award



**City of Marble Falls
Planning and Zoning Commission Agenda Cover Memo
October 13, 2016**

To: Chairman and Planning & Zoning Commission
Item 3. G. Presentation and Discussion: Monthly Building Permit Summary;
Construction Update.
Requested by: City Staff

SYNOPSIS

This item is to update the Commission about the building permits issued in the past month and other ongoing projects.

For a quick reference to some of the major permitted development projects in Marble Falls, you can refer to the 'Development Buzz' portion of our website:

<http://marblefallstx.gov/541/Development-BUZZ>

Item 4. ADJOURNMENT