



# Request for Proposals

Comprehensive Plan Update  
City of Marble Falls, Texas

**DUE DECEMBER 23, 2014**



Development Services Department  
801 Fourth Street, Marble Falls, TX 78654  
(830) 798-7095

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**SECTION I**  
**BACKGROUND**  
REQUEST FOR PROPOSALS  
COMPREHENSIVE PLAN UPDATE  
City of Marble Falls, Texas

**PURPOSE**

The City of Marble Falls is requesting proposals from qualified firms with experience in municipal comprehensive planning, urban design, land use and environmental planning, economic analysis, and citizen involvement/participation to conduct an update of the City's Comprehensive Plan. Interested consultants must submit documentation substantiating their qualifications and outlining their general project methodology and timetable to perform the services required. The scope of the project is to perform a specific update to the existing Comprehensive Plan adopted in 2009 to refine community vision based upon public participation.

**THE CITY**

The City of Marble Falls is the commercial and employment nucleus for the Highland Lakes area and is a significant recreation and tourism destination. Marble Falls is located in south central Burnet County, Texas on the Colorado River. Situated at the crossroads of US Highway 281 and State Highway 71, Marble Falls is 75 miles north of San Antonio and on State Highway 71 is 50 miles west of Austin.



As the economic and employment hub of the Highland Lakes area of Texas, Marble Falls hosts a diverse range of businesses which serve numerous lakeside communities with strong primary and secondary trade area(s). The area population represents a consistent daily service population and provides a strong employment base to the City. As the gateway to the Highland Lakes portion of the Hill Country, Marble Falls is host to a consistent and growing number of visitors and tourists. The increased daytime population brings good employment to the community and strong sales tax revenue to the City; however, these benefits bring with them complexities and responsibilities of a much larger municipality.

The residents of Marble Falls recognize the growth Central Texas is experiencing and overall are supportive of community growth and new development. A land mark



project occurring within the City is the construction of the Hurd Baylor Scott and White Regional Hospital. This project has caused the City to rapidly expand to the south and is anticipated to trigger substantial development in a completely undeveloped area. Maintaining continuity of the City as a cohesive community and system is a challenge with this growth occurring, which the Comprehensive Plan must address. Like most cities experiencing growth, our residents want to maintain our community's character and small town charm, while managing responsible and economically sustainable growth within the City.

#### City of Marble Falls Quick Facts:

- City limit area 8,696 acres
- Population 6,077 (2010 US Census)
- Median age 38.8 yrs.

For additional information regarding the City please refer to the following online sources:

- <http://ci.marble-falls.tx.us/>
- <http://www.ci.marble-falls.tx.us/337/Planning>
- <http://www.marblefallseconomy.com/>
- <http://www.marblefallseconomy.com/community-profile/community-profile>
- <http://www.retail360.us/marble-falls-tx/>

## **THE PLAN**

The most recent Comprehensive Plan was completed in 2009. Since adoption the City has accomplished a substantial amount of the Short Term objectives within the plan, with most objectives either being complete or in-progress (Reference pages 22-26 of the RFP for a detailed summary). Consequently, the Mid-Term objectives are now anticipated to begin, however these were always envisioned as five to seven year timeframe tasks. During the development of the 2009 plan development the general consensus was that a plan update was needed when the City began examining Mid-Term objectives.

To bring the current plan up to date, the primary objective is to re-engage community/public involvement and feedback in order to update the Comprehensive Plan accordingly. Secondly, the plan must be updated to account for new development and the completed objectives since the 2009 adoption.

The current structure of the Future Land Use Plan (FLUP) has worked particularly well for the City, however this portion of the plan needs updating based on recent growth and community input. Due to the supporting relationship between the FLUP and the Thoroughfare Plan these elements need correlating updates. The current plan does lack specific input regarding urban design standards, which has been a major component when discussing zoning ordinance updates. Other major factors such as the development of new



public facilities, utility system improvements, changes to projected population growth/development scenarios, vertical development of the new Baylor Scott and White Hospital development, and improvements to the City Hike and Bike trail system all point to the need for an update of the Comprehensive Plan.

The current Comprehensive Plan can be downloaded at:  
[www.ci.marble-falls.tx.us/342/Comprehensive-Plan](http://www.ci.marble-falls.tx.us/342/Comprehensive-Plan)



**SECTION II**  
**SCOPE OF SERVICES**  
**REQUEST FOR PROPOSALS**  
**COMPREHENSIVE PLAN UPDATE**  
City of Marble Falls, Texas

**UPDATE OVERVIEW**

This Request for Proposals (RFP) seeks to acquire proposals for selection of a qualified Consultant to conduct an update to the City's Comprehensive Plan. The City desires to select a planning Consultant capable of performing all responsibilities normally associated with a specific update to a municipal comprehensive plan.

To simplify and expedite the structure and process for the update the City does not want a reorganization or overhaul of the Comprehensive Plan. The City's goal for this update is to utilize the structure or backbone of the existing Comprehensive Plan. As a result, the existing Comprehensive Plan chapter structure will be utilized within this RFP to identify components of the plan that must be reviewed, revised, integrated, or expanded upon during the update process. The content within these chapters will require a varying amount of updating, re-writing, or refinement mostly driven by public feedback or changes to existing conditions. The City acknowledges that the community and public feedback in development and updating the plan is paramount and may guide to more or less extensive updating of plan content.

Here are four major factors driving this Comprehensive Plan update:

1. Public Engagement - Necessity/Opportunity of updating to align with current Community values and consolidation of unified vision;
2. Private sector growth and development/addition of public facilities;
3. Completion of majority of Short-Term plan strategic objectives;
4. Areas requiring more specificity and/or detail to guide policy makers.

The following list is a simplified classification of the three types of updates that the various chapters may require during the Comprehensive Plan update:

- Major Update – Chapter requires substantial review and revisions
- Minor Update – Chapter requires minor review, revisions, and/or integration/correlation with major update components
- Integration Update – An integration/correlation with minor/major update components



The forthcoming is a list of all existing Comprehensive Plan chapters, a City staff assessment of the anticipated scale of updating the overall chapter(s), and some background information for each chapter. This is not a specific task list-it is only meant to provide the Consultant a strong context of what the issues have been, are now, and where the plan update will be concentrated.

## **PLAN ELEMENTS**

### **Chapter 1 – Introduction**

Minor update

### **Chapter 2 – Planning Process**

Major Update

The City considers citizen and business owner input essential. The Comprehensive Plan process shall be structured to maximize citizen involvement and participation.

### **Chapter 3 – Vision, Goals, and Objectives**

Major Update

An updating or refinement of all goals and objectives for the entire plan including each chapter are required.

### **Chapter 4 – Existing Conditions**

Minor Update

Since the adoption of the 2009 Comprehensive Plan, Marble Falls has experienced modest growth with minimal population gains. Most development has been in the commercial sector, with some development having occurred that is important to the community's overall prosperity and growth, such as the Hurd Baylor Scott and White Regional Hospital.

### **Chapter 5 – Preferred Growth Scenario**

Major Update

The Plan should update current and projected demographic and socioeconomic trends and their implications on land use patterns and public services planning. The Consultant should endeavor to obtain current and accurate demographic and socioeconomic data upon which policy recommendations will be based. Development scenarios created in 2009 must also be updated to include impacts of the Baylor Scott and White Hospital development, along with changes to existing land uses found throughout the city. Utilizing this information, while the Comprehensive Plan is being further developed, the City will select and hire an engineering consultant to perform a detailed inventory and modeling of the current water distribution system and wastewater collection system.



## **Chapter 6 – Land Use**

### Major Update

The Future Land Use Plan shall incorporate all of the new residential and commercial development and the expansion of the extraterritorial jurisdiction that has occurred since the Plan was last updated in 2009. This element shall also provide an outlook projection based on recent development and economic trends in the area. The Future Land Use Plan must be amended to reflect present conditions and local community values and goals. Discrepancies between the Future Land Use and current zoning map, and the compatibility of established uses must be addressed. The plan should identify any necessary but missing land use types or categories, and should incorporate the adopted Downtown Master Plan area.

While the City is seeking to preserve and update the future land use system within the plan, the utilization of the ‘village’ concept should be closely re-evaluated to account for the community values and the impracticality/practicality of villages within a community our size.

City Staff has developed an existing land use database in ArcGIS that shall be incorporated in the Land Use Element and may be used to assist the development of Future Land Use Plan and Map.

## **Chapter 7 – Transportation**

### Minor Update

Due to the relationship between the Thoroughfare Plan and Future Land Use Plan revisions and updates will be necessary. However, with a minor volume of acreage developing since 2009, and most development being in-fill, large scale changes to the Thoroughfare Plan should not be needed.

Community feedback in areas relating to pedestrian access and bicycles are needed to either strengthen the plan direction regarding these facilities. The Plan should evaluate the City’s existing transportation system independently and as part of the regional and state wide system.

## **Chapter 8 – Public Facilities**

### Major Update

The construction of a new parks department and public works facility, a new police station facility in-progress, and the construction of a Visitor Center operated by the Chamber of Commerce have left the obvious question of what public facility should be constructed next and how important of a priority it is to the community. A publically voted bond package for a new public pool complex failed two years ago, which has only compounded the question of upcoming public facilities.

The next facility to be addressed within the current Comprehensive Plan is a new City Hall. However, this was the first facility mentioned in the Mid-Term objectives of the plan. Additionally, the Downtown Master Plan provides specific criteria that the facility remains in the Downtown area, this expectation must be integrated into the plan update.



## **Chapter 9 – Parks, Recreation, and Open Space**

### **Major Update**

During the last Comprehensive Plan update, Hike and Bike trails unexpectedly arose as one of the major issues that residents wanted to see expanded in the City. The City has made progress in expanding this system, with a major Hike and Bike trail connection between Johnson Park and Westside Park.

The update should obtain specific community feedback regarding parks and open space, and should integrate facility inventories, trail connectivity, park facilities and amenities, park accessibility, and recreational goals that have been identified by the City. Specific guidelines and practices should be provided to guide the development of a parkland dedication ordinance.

The current Park, Recreation, and Open Space Master Plan must be reviewed and integrated into the updated of this chapter.

## **Chapter 10 – Infrastructure, Drainage, and Utilities**

### **Major Update**

The updated plan content must incorporate the findings and solutions arrived at by the City consultant performing the inventory, modeling, and master planning of the current water distribution system and wastewater collection system. The master planning project must be incorporated into the Comprehensive Plan, but more importantly the Comprehensive Plan Consultant must coordinate with the W/WW consultant analyzing the water and wastewater system.

The City has completed a drainage model of the City (north of Lake Marble Falls) which can be utilized by the Consultant in development of any recommendations or opportunities the City must address regarding drainage.

## **Chapter 11 – Urban Design**

### **Major Update**

The Plan shall set out policies that address community gateways, community image, integration of major roadway corridors, and the preservation of community elements.

This chapter shall be a major tool to assist City staff/consultants in the development of future development design standards and guidelines. It is essential that public input regarding urban design standards is collected in order to guide the appropriate regulatory tools within the City. Important topics that should be addressed include:

Architectural minimum standards (Residential, Multi-family, and Commercial), Landscape Regulations, Depth and Form of Regulations, and Overlay Districts to enhance the image along highway corridors and important areas like Downtown and Lake Marble Falls.



## **Chapter 12 – Annexation**

### Integration Update

This chapter will need minimal content update/integration, in fact, elimination of the chapter and integration as a subsection into the Preferred Growth chapter may be a potential option.

## **Chapter 13 – Implementation**

### Major Update

Due to the City staff's utilization of the Short Term objectives as a "to do" list, and the progress the City has achieved in completing these objectives, a major update in this area is needed. Updating the implementation chapter with potential addition of restructuring to improve accountability throughout the organization will be considered.

The most integral addition to this chapter will be a specific implementation strategy(s) for updating the zoning ordinance of the City. The City is requesting the Consultant to develop strategies, alternatives, and/or combinations that will allow the City to move forward in addressing an update to the City land use regulations. While an update to the land use regulations is not part of the Comprehensive Plan update, the City does seek specific step by step process from professional planning consultants to achieve this substantial objective. A new zoning ordinance was identified as the #1 objective within the 2009 Comprehensive Plan, with many supporting objectives which would be achieved with zoning updates.

## **Index of Figures, Tables, and Maps**

### Major Update

All supporting content must be updated correlating to the Chapter updates as needed.

All questions, correspondence, and communications regarding background on the existing Comprehensive Plan or this proposal should be directed to one or both of the following City staff contacts:

Caleb Kraenzel  
Director of Development Services  
Email: [ckraenzel@ci.marble-falls.tx.us](mailto:ckraenzel@ci.marble-falls.tx.us)  
Direct: 830.798.7080

Elizabeth Jaimes  
Associate Planner  
Email: [ejaimed@ci.marble-falls.tx.us](mailto:ejaimed@ci.marble-falls.tx.us)  
Direct: 830.798.7085

## **CONSULTANT ROLE**

The selected Consultant will be responsible for facilitation, coordination, technical, and project management services for the duration of the Comprehensive Plan update project. The updated plan content at a minimum shall be the material outlined within this RFP.



The Consultant will be responsible for designing a public participation strategy and executing the process. This can be achieved through coordination with City staff to participate and/or supplement as appropriate. A process that is both creative and interactive, but reliable for soliciting constructive input from a diverse participant pool is desired, with the goal of channeling this input into realistic alternatives for consideration by the public, the Comprehensive Plan Steering Committee, the Planning and Zoning Commission, and the City Council. Feedback tools that worked well during the last update were community workshops, stakeholder interviews, and a community survey assessing attitudes and visions for the growth of the community.

The Consultant shall initiate the overall study, update/analyze existing conditions, identify needs and opportunities, and prepare implementation strategies for the City of Marble Falls. The Consultant is expected to update and analyze existing conditions to update the Comprehensive Plan components. The analysis must determine emerging trends and the suitability of existing land use regulations, public/private facilities, and services to meet the growing and changing needs of the population. The Plan should also explore where public and/or private initiatives will be necessary to maintain and improve services and facilities. The Consultant should use information contained in the 2009 Comprehensive Plan update to assist with the analysis. The Consultant will take the lead role in most public forums, workshops, meetings, and hearings, as coordinated and supported by City staff. It is expected that the Plan's outlook will be a 20 - 30 year timeframe.

The Consultant will coordinate directly with the Development Services Department staff regarding all aspects of the update project. Any coordination with other consultants as directed by the City to integrate material or information into the Comprehensive Plan update will be required.

### **COMPREHENSIVE PLAN DELIVERABLES**

The Consultant shall provide the following deliverables:

- Provide web ready graphics and maps, as they are produced, for online access;
- Provide digital documents and maps which are easily editable in the following file formats:
  - Comprehensive Plan text and maps shall be provided in Adobe PDF.
  - Comprehensive Plan text shall be provided in Microsoft Word format.
  - All final maps and overlays must be able to be maintained and manipulated using ArcGIS. All final maps and source data files will be provided to the City.
- Prepare drafts for citizens and Comprehensive Plan Steering Committee review;
- Prepare and produce all or most materials for public presentations, as coordinated with City staff;
- Deliver the draft documents in both hard copy and electronic formats to allow for reproduction, revision and direct web posting;



- Digital ArcGIS maps files (.mxd file for each map type and size map), input data and create new GIS layers, and incorporate selected maps from existing work products to produce GIS maps;
- Produce final copies for approval and adoption by the City Council;
- Provide the City with a reproducible hard and soft copy of the adopted Plan and final documents as follows:
  - Fifteen (15) bound color copies in a 8 ½" by 11 (vertically oriented) three ring binder format that lends itself to amendments;
  - Three (3) digital files of all maps contained within the final comprehensive plan in the following sizes: minimum 34" x 54", and 11" by 17" for inclusion into the binder;
  - All Electronic files of the Comprehensive Plan Update content and supporting documentation; such as Microsoft Word, Adobe Acrobat, Arc View shapefiles and map files (.mxd., .shp., .pdf., and .jpg), and/or PDF format as best suits the City's compatibility.

### **CITY STAFF ROLE**

The City staff will provide a strong supporting role to the Consultant in a variety of ways. City staff will actively engage in this process to maximize the time and engagement of the Consultant in their area of expertise.

Areas the City staff will be available to provide support are as follows:

- Information gathering/data collection to aid Consultant;
- Community mailed survey and summary compilation of results;
- Coordination or facilitation, as needed, of any supplementary public feedback as identified through the process (additional workshop(s) or public feedback tool(s));
- Personnel support for public workshops, charrettes, or interviews as needed by Consultant;
- Organization and administration of all public meetings (Comprehensive Plan Steering Committee, P&Z Commission, City Council); including agenda development/posting, item preparation, distribution of material;
- Publication of public notices;
- Development and maintenance of City webpages dedicated to the update process;
- Printing of any supporting materials, packets, maps (large and small format) for the public or meetings;
- Coordination and involvement of City staff, such as, City Manager, Department Heads to provide review, feedback, or expertise supporting the Consultant's activities, information gathering, and plan development.



## **ADDITIONAL RESOURCES**

For additional information regarding the City please refer to the following online sources:

- <http://ci.marble-falls.tx.us/>
- <http://www.ci.marble-falls.tx.us/337/Planning>
- <http://www.ci.marble-falls.tx.us/158/GIS-and-Mapping>
- <http://www.ci.marble-falls.tx.us/278/Interactive-Mapping>
- <http://www.marblefallseconomy.com/>
- <http://www.marblefallseconomy.com/community-profile/community-profile>
- <http://www.retail360.us/marble-falls-tx/>

Additional material that will be available to the Consultant:

- Comprehensive Plan short-term objectives status report
- Existing adopted 2009 Comprehensive Plan (.pdf or word.doc formats)
- Existing adopted 2011 Downtown Master Plan (.pdf or word.doc formats)
- Aerial Photography, 6 inch resolution, (2014, 2011, etc.)
- ArcGIS Geodatabase with Existing Land Use Inventory; and all Comprehensive Plan feature classes/shapefiles, .mxds, .pdfs.
  - Note: For a general familiarization of the content and quality of the City's GIS data please visit our online Interactive Mapping application:  
<http://www.ci.marble-falls.tx.us/278/Interactive-Mapping>

## **PROPOSED PROJECT SCHEDULE**

The overall timeline for the development of the Comprehensive Plan Update will be 12 months (not including the adoption process). As a submittal requirement, the applicant will submit a project schedule showing key task target dates, including adoption process with the estimated duration of each task. If variations from the City's intended timeline are proposed; this should be discussed in the RFP with substantive reasons for variations.

## **TIMELINE FOR RFP PROCESS**

Below is the anticipated Consultant selection schedule (subject to modification). All RFP respondents will be notified of a change to this timetable should one occur.

RFP Release	November 21, 2014
Proposals Due	December 23, 2014
Review of Proposals	December 26, 2014 – January 9, 2015
Interviews with Consultants	January 12, 2015 – January 21, 2015
Consultant Selection	January 22, 2015 – January 30, 2015
Contract Award to City Council	February 2, 2015 or February 17, 2015
Notice to Proceed (Start Date)	TBA – Based on Contract award and execution



**SECTION III**  
**PROPOSAL CONTENT AND FORMAT**  
REQUEST FOR PROPOSALS  
COMPREHENSIVE PLAN UPDATE  
City of Marble Falls, Texas

**PROPOSAL FORMAT**

Limit the total length of the proposal to **25 pages maximum**. The content of the proposal shall at minimum include:

**1. Title Page**

Showing the proposal subject, the name of the Consultant's firm and its address, telephone number, name of the contact person, and the date.

**2. Table of Contents**

Including a clear indication of the subject material by section and page number.

**3. Identification of Qualifications of Assigned Personnel**

The ideal firm should have extensive experience in municipal comprehensive planning and provide the following:

- a. Identification of the Project Manager who will facilitate and be responsible for the management and administration of the comprehensive planning process and with a resume describing that person's experience and qualifications.
- b. The names and resumes of the professional staff who will be assigned to provide services to the City.
- c. An organizational chart identifying team members and their areas of responsibility.
- d. A statement to commit the aforementioned staff to this proposal.
- e. Background information concerning the firm, office location, including number of years in business under this name and breakdown of personnel in the proposing office(s).
- f. Information on similar municipal comprehensive plan projects completed by the firm, including contact information for references.

**4. Work Program**

The proposal shall address the anticipated approach and scope of work of the firm. This should encompass a narrative and any necessary graphics detailing the project approach that would be employed to conduct and to complete the project. Describe the process approach, including timeline, which was used in the past to complete a similar project. Examples of work completed in other communities with similar geographic and demographic characteristics as Marble Falls are strongly encouraged. Describe the proposed project schedule (including dates of significant milestones, deliverables, and completion) detailing specific tasks within each phase.



The City reserves the right to negotiate work tasks prior to finalizing a contract with the selected firm.

**5. Basis for Compensation**

The proposal shall include a detailed cost **estimate** for completing the project, as outlined in the “Scope of Services,” including anticipated costs associated with the specific project tasks or phases of the process. Hourly rates for additional time spent on tasks requested by the City should also be provided.

**6. List of Clients**

Provide a list of comparable clients where similar services have been provided with contact information.

**7. Potential Conflicts**

Potential conflicts of interest must be disclosed in the proposal. Signed chapter 176 forms must be included in the proposal.

**8. Disclosures and Assurance**

Assurance that the signatory making representations in the proposal on behalf of the Consultant has the authority to do so. Each proposal must be signed (i) if made by an individual or sole proprietorship, by the individual personally; or (ii) if made by an entity that is not an individual or sole proprietorship, by an **officer** of the entity having the authority to execute the proposal on behalf of the proposing entity and to bind the entity thereby, and who has been duly authorized by the governing body of the entity to do so, together with sworn documentary proof of the authority or authorization. The proposal shall also provide the following information: name, title, address and telephone number of the individual(s) with authority to contractually bind the company and also who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.

**9. Sub-Consultants**

If the Consultant intends to use sub-consultants the proposal shall include the same information as that required for the Consultant. Once the Consultant’s proposal is selected, sub-consultants may not be substituted without approval of the City. Supporting sub-consultant information should be concise and will not count against the overall twenty-five (25) page RFP length limitation.

Ten (10) bound paper copies, one digital copy (CD or USB Flash Drive), and one emailed .pdf copy (10 MB or less in total file size, file compression may be necessary) of the proposal must be provided. The proposals shall be retained by the City of Marble Falls and will not be returned.

**SUBMITTAL DEADLINE AND METHOD**

Proposals should be sent to:

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



Proposals must be sealed and must be received at the above address no later than **4:00 p.m., December 23, 2014**. Proposals received at the above address after this time will not be considered a valid proposal submission.

Proposals may be delivered in person, by U.S. Postal Service, or by private carrier/courier. Proposals may not be faxed to the City.

Questions regarding this Request for Proposals may be addressed to one or both of the following City staff contacts:

Caleb Kraenzel  
Director of Development Services  
Email: [ckraenzel@ci.marble-falls.tx.us](mailto:ckraenzel@ci.marble-falls.tx.us)  
Direct: 830.798.7080

Elizabeth Jaimes  
Associate Planner  
Email: [ejaimes@ci.marble-falls.tx.us](mailto:ejaimes@ci.marble-falls.tx.us)  
Direct: 830.798.7085

### **ADDITIONAL SUBMISSION INSTRUCTIONS**

- A. Deadline applies strictly.** Written proposals received after **4:00 p.m., December 23, 2014**, will not be considered.
- B. Written proposals only.** No oral, telephone, fax, email or telegraph proposals will be accepted.
- C.** Consultants who have submitted or intend to submit a proposal are prohibited from contacting any representatives of the City Council, Planning and Zoning Commission, Economic Development Corporation, Parks and Recreation Board, Advisory Committees, or City staff. All questions, comments, or requests for clarification must be discussed with or submitted in writing (faxes and emails are acceptable) to the Director of Development Services or Associate Planner.
- D.** Responses considered necessary will be communicated in writing by the City as an Addendum to these instructions, and will be mailed, faxed, or emailed to each Consultant who has submitted a proposal. No person or entity responding to this RFP may rely on oral representations, comments, answers, characterizations, or other communications from the City or its employees, officers, consultants, legal counsel, agents or other representatives, but only to this RFP, and any addenda made in writing and sent to each person or entity responding to this RFP.



**SECTION IV**  
**PROPOSAL EVALUATION**  
**REQUEST FOR PROPOSALS**  
**COMPREHENSIVE PLAN UPDATE**  
City of Marble Falls, Texas

**EVALUATION AND CONSULTANT SELECTION**

Proposals that comply with the instructions set forth in this document will be evaluated by the City of Marble Falls; however, the City reserves the right to accept or reject any or all proposals received, in whole or in part. At its discretion, in the City's best interest, the City of Marble Falls may choose to waive irregularities or deviations from the RFP instructions.

A selection committee will conduct an interview(s) with selected firms as a part of the selection process. Selection of a Consultant is expected to be made in January 2015. The selection committee reserves the right to request additional information from consultants submitting proposals.

The following criteria will be considered in evaluating the proposals and selecting the Consultant:

- Qualifications of Project Manager and Consultant team individuals who would have direct involvement in tasks on this project (to include Sub-Consultants);
- Capacity of Consultant team to perform work in a timely manner, affirmatively respond to inquiries, and dedicate appropriate personnel as schedule dictates;
- Firm's general approach to the update project, although the City has identified the nature and scope of services required, the Consultant is given leeway toward approach and methodology to provide requested services;
- Capabilities and previous experience in comparable projects and the specialized experience and technical competence of the Consultant;
- Past record of performance on contracts with other governmental agencies or of public bodies, including factors such as ability to meet schedules, quality of work, and control of costs;
- Respondent's past working relationship with the City;

Upon completion of the evaluation process, the City of Marble Falls will enter into negotiations with the responder(s) whose proposal offers the best solution and best value possible, as determined in the evaluation process. The City of Marble Falls reserves the right to simultaneously negotiate with more than one responder or to ask for best and final proposals from one or more responders.



**SECTION V**  
**SUPPLEMENTARY INFORMATION**  
**REQUEST FOR PROPOSALS**  
**COMPREHENSIVE PLAN UPDATE**  
**City of Marble Falls, Texas**

**PROFESSIONAL SERVICE CONTRACT**

A Professional Service Agreement (Contract) is required. A copy of the City's service agreement is as follows within this RFP for review by the Consultant.

**PROFESSIONAL SERVICES AGREEMENT**

HIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Marble Falls ("City") and \_\_\_\_\_ ("Contractor").

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

Section 1. City hereby engages "Contractor", and "Contractor" hereby accepts such engagement, to provide professional planning and engineering services to the City as specified in Attachment "A" (the "Services"). "Contractor" 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 Contractor'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 Contractor within 18 months from notice to proceed from the City. The work duration is anticipated to span two City budgetary cycles and will begin with an Initial Notice to Proceed with a portion of the Services in FY 2014, with the remainder of the Services anticipated to be provided in FY 2015.

(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 Contractor for services rendered and obligations incurred to date of termination and Contractor 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 "Contractor" 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 Contractor, including the work the will be given notice to proceed under the initial phase of services to be performed by Contractor, and the subsequent work that would be authorized by amendment to this contract.

(b) Performance. The Services, and other duties of "Contractor" hereunder shall be performed promptly upon request by City, and each phase or task to be performed by Contractor shall commence upon the receipt by Contractor of a written Notice to Proceed. The Contractor 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. Contractor 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.



(c) Additional Services. If “Contractor” determines that services outside the scope of Attachment “A” (“Additional Services”) are required or recommended, or that “Contractor” is being asked by City to perform services not covered by Attachment “A”, “Contractor” shall notify City that such services are Additional Services, and the cost associated with their performance and receive 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) Contractor Responsibility. Acceptance and approval of the work performed by Contractor 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 Contractor for the accuracy and competency of Contractor’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 Contractor.

Contractor 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 “Contractors” ongoing performance of the initial phase of Services associated with Attachment “A” and the other duties and obligations under this Agreement, City shall pay to Contractor a fee (the “Fee”) not to exceed \$85,000.00. The Fee shall be the sole compensation due “Contractor” in connection with its rendition of the Services identified in Attachment “A”. The Fee is to be paid on a lump sum basis, in accordance to the schedule of values included in Attachment “C”, to include any and all expenses that may be incurred by Contractor in the performance of the Services associated with this Agreement. City shall not be obligated to reimburse “Contractor” for any additional expenses incurred by “Contractor” in connection with “Contractor’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 Contractor to provide the remainder of the Services in Attachment “A” that are not included in the initial Notice to Proceed, the schedule of value for which is shown in Attachment “C”.

(b) Taxes. “Contractor”, and not City, shall be solely responsible for paying all required federal, state and local taxes related to any amounts received by “Contractor” 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 “Contractor”.

(c) Payments on account of “Contractor’s” Services shall be made to “Contractor” 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 “Contractor”.

Section 5. Independent Contractor. “Contractor” shall at all times be an independent Contractor 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 “Contractor” and City. “Contractor” shall have the entire charge, control and supervision of its performance of the Services. “Contractor” 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 “Contractor” 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 “Contractor”.

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 “Contractor” 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 Contractor 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 “CONTRACTOR” FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES. In no case shall either party be liable for any damages, losses, costs or expenses under or in connection with this Agreement, whether for breach of contract, tort, or otherwise in excess of the party’s insurance coverage

Section 10. Compliance with Law. “Contractor” 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. “Contractor” 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 “Contractor”, 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 listed as an additional insured, endorsement CG 2010.
3. Thirty (30) day Notice of Cancellation in favor of the City, endorsement CG 0205.
4. Waiver of Transfer of Rights of Recovery Against Others in favor of the City, 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 – each claim made \$1,000,000.00

Section 12 Indemnity.

“Contractor” 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 action, including reasonable attorney’s fees for the defense of all claims and demands (collectively, “Costs”), arising directly from, or directly connected with, the negligent performance of Services in connection with this Agreement by “Contractor”, its officers, agents, employees and parties with whom it contracts, including Sub-Contractors, and from all Costs in connection with injury or property damages arising from the negligent performance of Services under this Agreement by “Contractor”, its employees, agents, representatives and parties with whom it contracts, including Sub-Contractors.

Section 13 Confidentiality.

Contractor 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 Contractor from the City or disclosed to the Contractor by the City, as a result of the performance of the Contractor’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 Contractor and that therefore the City shall be entitled to injunctive relief against Contractor 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.

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

Contractor 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 Contractor is copyrightable, Contractor 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. Contractor 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. 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:**

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

Mike Hodge, City Manager

**CONTRACTOR:**

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

\_\_\_\_\_

Title: \_\_\_\_\_



Summary - Short Term Comprehensive Plan Actions	
Total Short Term Priorities	26
Total Actions (multiple actions can be listed per priority)	34
Action has been directly or indirectly completed - <b>Completed</b>	16
Work is underway to complete this Action - <b>In-Progress</b>	6
Work is not underway and/or has not been funded towards - <b>Pending</b>	12

**Table 13.1 – Short Term Objectives and Actions**

Number	Chapter	Objective	Action	Ranking	Priority
1 <b>Pending</b>	Land Use	<b>Objective LU1:</b> Regulate and incentivize land uses that are consistent with community identity.	<b>Action LU1.1:</b> Develop and implement new zoning ordinance.	S*	1
140 <b>Pending</b>	Urban Design	<b>Objective UD1:</b> Ensure that Marble Falls' neighborhoods are attractive, safe, pedestrian friendly environments that encourage social interactions and promote a sense of community.	<b>Action UD1.7:</b> Create regulations that encourage developers to include parks and open space in new development for community gathering places.	S*	1
149 <b>In-Progress</b>	Urban Design	<b>Objective UD2:</b> Ensure that Marble Falls provides quality housing for all its residents that is available, accessible, affordable, and meets their long term housing needs.	<b>Action UD2.8:</b> Create regulations that permit "granny flats" in appropriate neighborhoods.	S*	1
155 <b>Pending</b>	Urban Design	<b>Objective UD3:</b> Ensure that Marble Falls' villages provide neighborhood centers that offer local services that are easily accessible to residents.	<b>Action UD3.3:</b> Create a village overlay zoning district to ensure villages maintain a pedestrian scale and focus.	S*	1
175 <b>Pending</b>	Urban Design	<b>Objective UD9:</b> Integrate architectural standards into the new zoning ordinances that enhance major attractions, protect property values, improve the community's image, and promote a unified design quality for public facilities.	<b>Action UD9.1:</b> Develop and implement new zoning ordinance.	S*	1

Number	Chapter	Objective	Action	Ranking	Priority
60	Public Facilities	<b>Objective PF9:</b> Provide the personnel and equipment necessary to maintain and expand the Police Department as the population of the City grows.	<b>Action PF9.1:</b> Construct a new Police Station headquarters, which enables the Police Department to accomplish the law enforcement mission, sized for future growth of police department staff and equipment needs. The municipal court should be located in the new facility due to the vital link to police department operations and would benefit customers. Facility to serve as primary Emergency Operations Center (EOC) for City of Marble Falls.	S	2
<b>In-Progress</b>					
4	Land Use	<b>Objective LU4:</b> Support the establishment of a regional hospital in Marble Falls' planning area.	<b>Action LU4.1:</b> Work with hospital administrators and developers in the development of a regional hospital campus serving residents of Marble Falls and the Highland Lakes region.	S	3
<b>Completed</b>					
125	Infrastructure, Drainage, Utilities	<b>Objective IDU4:</b> Provide drainage infrastructure that protects Marble Falls' residents and their properties from the negative effects of improper drainage and utilizes drainage ways for their maximum drainage and recreational potential.	<b>Action IDU4.1:</b> Develop a drainage model for Marble Falls, inclusive of the watersheds affecting the City.	S	4
<b>Completed</b>					
109	Infrastructure, Drainage, Utilities	<b>Objective IDU1:</b> Provide a water distribution system that is dependable and responsive and addresses service needs for the community's growth and development.	<b>Action IDU1.1:</b> Fund and develop a model of the existing water system and proposed distribution network for the entire service area.	S	5
<b>In-Progress</b>					
115	Infrastructure, Drainage, Utilities	<b>Objective IDU2:</b> Provide a wastewater system that is dependable and responsive and addresses service needs for the community's growth and development.	<b>Action IDU2.1:</b> Develop a model of the existing wastewater system and proposed distribution network for the entire service area.	S	6
<b>In-Progress</b>					
19	Transportation	<b>Objective T2:</b> Ensure that the roadway network provides multiple circulation options.	<b>Action T2.2:</b> The connection of the Manzano Mile roadway to Mormon Mill Road and back to US Highway 281 are crucial connections which will provide improved traffic circulation throughout the City.	S	7
<b>Pending</b>					
121	Infrastructure, Drainage, Utilities	<b>Objective IDU3:</b> Manage and operate a wastewater treatment plant that is responsive and addresses service needs for the community's growth and development.	<b>Action IDU3.1:</b> Complete a feasibility study for wastewater treatment plant expansion in 2009/2010.	S*	8
<b>Completed</b>					

Number	Chapter	Objective	Action	Ranking	Priority
122	Infrastructure, Drainage, Utilities	<b>Objective IDU3:</b> Manage and operate a wastewater treatment plant that is responsive and addresses service needs for the community's growth and development.	<b>Action IDU3.2:</b> Upgrade the existing wastewater plant to enable production of Type 1 effluent.	S*	8
		<b>Completed</b>			
123	Infrastructure, Drainage, Utilities	<b>Objective IDU3:</b> Manage and operate a wastewater treatment plant that is responsive and addresses service needs for the community's growth and development.	<b>Action IDU3.3:</b> Devise methods for utilization of Type 1 effluent to conserve water and benefit the citizens of Marble Falls.	S*	8
		<b>Completed</b>			
30	Transportation	<b>Objective T6:</b> Encourage walking and the creation of a pedestrian friendly environment.	<b>Action T6.2:</b> Establish the City's hike and bike trail plan and policies.	S	9
		<b>Pending</b>			
70	Public Facilities	<b>Objective PF12:</b> Provide the Public Works department facilities that accommodate personnel and equipment, enabling the department to maintain Marble Falls' infrastructure.	<b>Action PF12.1:</b> Construct a new central public works facility.	S	10
		<b>Completed</b>			
162	Urban Design	<b>Objective UD4:</b> Ensure that Downtown Marble Falls is a safe and attractive pedestrian friendly environment that celebrates its heritage, history, and community.	<b>Action UD4.4:</b> Secure funding to conduct a Downtown Master Plan study.	S	11
		<b>Completed</b>			
52	Public Facilities	<b>Objective PF2:</b> For City Hall, a Lakeside conference center, Lakeside Park, and Johnson Park to be the core public elements of the Central Village, all must complement the core park area and Main St. corridor.	<b>Action PF2.1:</b> Develop a master plan including all these elements to ensure a sound evolution of the historic/central Marble Falls area.	S*	12
		<b>Completed</b>			
176	Urban Design	<b>Objective UD10:</b> Support active community groups that share the common goal of downtown and Main Street revitalization.	<b>Action UD10.1:</b> Create a Downtown committee that brings different downtown interest groups together for a common mission. Have them play an integral role in development of a Downtown Master Plan.	S*	12
		<b>Completed</b>			
44	Transportation	<b>Objective T8:</b> Improve downtown circulation for ease of mobility and access, and to capitalize on the Lake and the Lakeside Entertainment district.	<b>Action T8.2:</b> Extend Main Street towards the lake to promote connectivity of the downtown area to the Lakeside Entertainment district.	S	13
		<b>Completed</b>			

Number	Chapter	Objective	Action	Ranking	Priority
163	Urban Design	<b>Objective UD4:</b> Ensure that Downtown Marble Falls is a safe and attractive pedestrian friendly environment that celebrates its heritage, history, and community.	<b>Action UD4.5:</b> Conduct a downtown parking plan.	S	14
		<b>Completed</b>			
164	Urban Design	<b>Objective UD4:</b> Ensure that Downtown Marble Falls is a safe and attractive pedestrian friendly environment that celebrates its heritage, history, and community.	<b>Action UD4.6:</b> Identify boundaries and support the establishment of a downtown commercial historic district.	S	15
		<b>Completed</b>			
172	Urban Design	<b>Objective UD7:</b> Showcase Lake Marble Falls as one of the city's prime resources and ensure it is accessible to all.	<b>Action UD7.4:</b> Use landscaping and streetscaping elements to create a cohesive Lake Marble Falls theme around the lake with consistent signage, barriers, and furniture that ties Downtown Marble Falls to the lake as well as to the future Lakeside Entertainment District.	S	16
		<b>In-Progress</b>			
137	Urban Design	<b>Objective UD1:</b> Ensure that Marble Falls' neighborhoods are attractive, safe, pedestrian friendly environments that encourage social interactions and promote a sense of community.	<b>Action UD1.4:</b> Identify boundaries and support the establishment of a residential Original Township historic district.	S	17
		<b>Pending</b>			
34	Transportation	<b>Objective T6:</b> Encourage walking and the creation of a pedestrian friendly environment.	<b>Action T6.6:</b> Conduct a sidewalk inventory (including location, condition, maintenance needs, ADA compliance) for the city, particularly in the older parts and where pedestrian circulation is desired.	S	18
		<b>Pending</b>			
92	Parks and Recreation	<b>Objective PR2:</b> Ensure that Marble Falls' recreational facilities offer a variety of activities that are suited for different age groups and income levels.	<b>Action PR2.5:</b> Develop policies that ensure new developments allocate a portion of land and maintain the land for parks and open space.	S	19
		<b>Pending</b>			
94	Parks and Recreation	<b>Objective PR2:</b> Ensure that Marble Falls' recreational facilities offer a variety of activities that are suited for different age groups and income levels.	<b>Action PR2.7:</b> Ensure that civic parks and pocket parks are identified in downtown areas.	S	20
		<b>Completed</b>			
96	Parks and Recreation	<b>Objective PR3:</b> Ensure that Marble Falls' trails system provides connectivity from residential areas to schools, parks, recreational areas, and the downtown.	<b>Action PR3.2:</b> Develop policies that ensure new developments include sidewalks and/or connection to a trails system that helps promote community connectivity.	S*	21
		<b>Pending</b>			

Number	Chapter	Objective	Action	Ranking	Priority
157	Urban Design	<b>Objective UD3:</b> Ensure that Marble Falls' villages provide neighborhood centers that offer local services that are easily accessible to residents.	<b>Action UD3.5:</b> Require sidewalks in villages.	S*	21
<b>Pending</b>					
91	Parks and Recreation	<b>Objective PR2:</b> Ensure that Marble Falls' recreational facilities offer a variety of activities that are suited for different age groups and income levels.	<b>Action PR2.4:</b> Develop policies to ensure trails systems (walking, biking, equestrian, and canoeing) are an integral part of new park design. Where applicable and appropriate, include exercise stations, docks, fountains, benches, water troughs, and rest areas along trail lengths.	S	22
<b>Completed</b>					
167	Urban Design	<b>Objective UD6:</b> Ensure that signage in Marble Falls is attractive, non-intrusive, and context sensitive.	<b>Action UD6.1:</b> Review and update the city's Sign Ordinance to reflect the desires of the community as presented in the Comprehensive Plan.	S	23
<b>Completed</b>					
178	Urban Design	<b>Objective UD12:</b> Update and revise the City's landscape ordinance to focus on clarity in regulations, greater tree preservation and replacement, and priority given to the use of native plants, among other recommendations covered in the Urban Design chapter.	<b>Action UD12.1:</b> Develop a new Landscape Ordinance that reflects the desires of the community as expressed in the Comprehensive Plan.	S	24
<b>Pending</b>					
72	Public Facilities	<b>Objective PF13:</b> Evaluate and construct a Lakeside conference center facility that complements the current Lakeside Pavilion destination and offers a dynamic conference facility for training and workshops for the region.	<b>Action PF13.1:</b> Facility must accommodate, but set itself apart in use from the existing Lakeside Pavilion with the goal to attract weekday conferences, training seminars, and general tourism. A lakeside conference center should be constructed to serve as a disaster relief center, providing areas for housing of temporary occupants, food preparation, and shower facilities. Facility should capture and build upon the unique lakefront setting.	S	25
<b>In-Progress</b>					
77	Public Facilities	<b>Objective PF17:</b> Develop and operate a public sports complex that can serve as a regional asset and be available to and benefit all citizens and visitors of Marble Falls.	<b>Action PF17.1:</b> Conduct feasibility and needs analysis to ensure planning for all variables.	S	26
<b>Completed</b>					