AGENDA
CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
5803 THUNDERBIRD
LAGO VISTA, TX
NOVEMBER 19, 2026 AT 3:00 PM

REGULAR SESSION WILL RECONVENE AT 4:00PM

JOIN MEETING VIA VIDEO CONFERENCE

Please join my meeting from your computer, tablet or smartphone.
https://meet.goto.com/242387805
You can also dial in using your phone.
Access Code: 242-387-805
United States: +1 (646) 749-3122

I. CALL TO ORDER, CALL OF ROLL

Shane R. Saum, Mayor
Amanda Chavarria, Council Member
Jess Hall, Council Member
Adam Benefield, Council Member
Norma Owen, Mayor Pro Tem
Karen Van Ness, Council Member
David VonOhlerking, Council Member
Ron Joy, Interim City Manager

II. EXECUTIVE SESSION

Convene into a closed Executive Session pursuant to;

1. Consultation with City Attorney pursuant to Texas Government Code § 551.071 regarding legal issues related to one or more items listed on this agenda, where confidential attorney-client advice is necessary.

2. Discussion and/or action regarding the appointment of a Public & Municipal Services Executive Director Pursuant to Texas Government Code Section 551.074 (Personnel Matters).

III. ACTION ON EXECUTIVE SESSION ITEMS (action and/or vote may be taken on the following agenda items):

Reconvene from Executive Session into open session to act as deemed appropriate in City Council's discretion regarding:

1. Consultation with City Attorney pursuant to Texas Government Code § 551.071 regarding legal issues related to one or more items listed on this agenda, where confidential attorney-client advice is necessary.

2. Discussion and/or action regarding the appointment of a Public & Municipal Services Executive Director Pursuant to Texas Government Code Section 551.074 (Personnel Matters).

IV. INVOCATION

V. PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

VI. CITIZEN COMMENTS

In accordance with the Open Meetings Act, Council is prohibited from acting or discussing (other than factual responses to specific questions) any items not on the agenda.

To participate in the citizen comments portion of the meeting, you must submit a completed form. If you are attending the meeting in the City Council Chambers you must complete the form available at that location and provide it to the Mayor prior to the start of the meeting. If you will be participating using the online videoconferencing tool, you must complete the form and submit it by email in accordance with the instructions included within the form. It is found on the City's website at the link below. The Council will reconvene from executive session at or around 4:00 p.m.

Citizen Participation Registration Form

VII. PRESENTATIONS & PROCLAMATIONS

1. Proclamation Honoring KLVB receiving the Governor Achievement Award.

VIII. CONSENT AGENDA

All matters listed under Consent Agenda, are to be considered routine by the City Council and will be enacted by one motion. There will not be separate discussion on these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

1. Take action regarding approval of a Public Utility Easement Agreement between Edify Asset Management LLC and the City of Lago Vista for a 0.048-acre public utility easement located within Lot 26257, Highland Lake Estates, Section 26, associated with the Santa Vista Way development project (23-2748-SUBCON).

2. Take action regarding the City's purchasing, procurement, and contracting policies and procedures as directed by City Council at the November 5th City Council meeting.

3. Take action regarding the lease agreement between the City of Lago Vista and Bunker Bar and Grille, that is scheduled to expire on December 6, 2026, and authorize Interim City Manager to execute contract.

4. Approve the minutes of the November 5, 2026, City Council Meeting.

5. Take action regarding Individual Project Order No. 4 with DCS Engineering, LLC, for the Effluent Management/ Expansion – Cedar Breaks Irrigation Master Plan, in an amount not to exceed $216,975.00; and authorizing the City Manager to execute the project order.

IX. ACTION ITEMS

1. Discussion and possible action to approve Ordinance No. 26-11-19-01, amending Chapter 3, "Building Regulations," to adopt updated construction codes and establish local administrative and technical amendments, based on the recommendation of the Building and Standards Commission.

2. Discussion and possible action regarding the Rules of Procedure.

3. Discussion and possible action regarding the start time of Executive Session and regular City Council Meetings.

4. Discussion and possible action regarding Resolution No. 26-2227; a resolution by the City Council of the City of Lago Vista, Texas providing for the election of a Mayor Pro-Tem.

5. Discussion and possible action regarding improvement of the Bonanza Park Property and possible use of tree mitigation funds.

X. WORK SESSION

1. Discussion and possible action regarding proposed amendments to chapters 1, 2, 3, and 8 of the City Charter, and, if time permits, consideration of amendments to additional chapters of the City Charter.

XI. ITEMS OF COMMUNITY INTEREST

XII. STAFF AND COUNCIL LIAISON REPORTS

A. Routine Reports from City Staff.

B. Routine Reports from City Council Board/Commission/Committee Liaisons.

XIII. ADJOURNMENT

IT IS HEREBY CERTIFIED that the above Notice was posted on the Bulletin Board in accordance with Government Code section 551.041 located at all times in City Hall in said City by 6:00 pm on the 12th day of November 2026.

_____

Stephanie Alff, Assistant City Secretary

This meeting shall be conducted pursuant to the Texas Government Code, Section 551.001 et seq.

At any time during the meeting, the Council reserves the right to adjourn into Executive Session on any of the above-posted agenda items in accordance with Sections 551.071, 551.072, 551.073, 551.074, 551.075, or 551.076.

The City of Lago Vista is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request.

At this meeting, at the stated location, a quorum of the City Council will be physically present, and this notice specifies the intent to have a quorum present there. The member of the City Council presiding over the meeting will be physically present at that location. One or more members of the City Council may participate in this meeting remotely. If so, videoconference equipment providing two-way audio and video display and communication with each member participating by videoconference call will be made available.

CONTINUATION OF MEETING: If the City Council is unable to complete consideration of the posted agenda, the Council may recess and continue the meeting on the following regular business day, including the following Friday when applicable, as authorized by Texas Government Code § 551.0411. The date, time, and location of the continued meeting will be publicly announced before recess.

2026-2027-Adopted Budget

AGENDA ITEM NO. VIII.1

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 19, 2026

SUBMITTED BY: Giancarlo Patino, Development Services Executive Director

SUBJECT: Take action regarding approval of a Public Utility Easement Agreement between Edify Asset Management LLC and the City of Lago Vista for a 0.048-acre public utility easement located within Lot 26257, Highland Lake Estates, Section 26, associated with the Santa Vista Way development project (23-2748-SUBCON).

BACKGROUND: The applicant for the Santa Vista Way development project (23-2748-SUBCON) is requesting approval of a Public Utility Easement Agreement to accommodate proposed public utility infrastructure associated with the development.

As part of the site development review process, Freese and Nichols identified portions of the proposed water line located outside the public right-of-way or existing utility easements. The engineering review requires the applicant to obtain an acceptable public utility easement and provide the recorded document information before the associated review comment can be resolved.

The proposed agreement, prepared by the City Attorney, grants the City a perpetual, nonexclusive, and irrevocable public utility easement consisting of approximately 0.048 acres within Lot 26257, Highland Lake Estates, Section 26.

The easement will provide the City with the necessary rights to install, operate, maintain, repair, replace, and access public utility infrastructure within the designated easement area.

FINDINGS:

- Freese and Nichols identified the need for a public utility easement to accommodate portions of the proposed water line located outside the public right-of-way or existing utility easements.
- The proposed easement encompasses approximately 0.048 acres and will be granted to the City of Lago Vista by Edify Asset Management LLC.
- The City Attorney has prepared the Public Utility Easement Agreement establishing the City's rights to access, construct, operate, maintain, and repair public utilities within the easement area.
- The September 21, 2026, engineering review indicates that the

easement-related comment remains pending City approval and recordation of the easement with Travis County.

FINANCIAL IMPACT:

No monetary consideration or acquisition cost is specified in the proposed Easement Agreement. However, the agreement provides that the City will be responsible for expenses associated with the improvement and maintenance of the easement property and public utility facilities. Any future costs will depend on the infrastructure and maintenance activities required.

ATTACHMENTS:

Final Santa Vista Way.pdf

Easement Agreement for Public Utilities

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: _____

Grantor: Edify Assest Management LLC

Grantor's Mailing Address: 3307 Northland Drive, #100
Austin, Texas 78731 (Travis County)

Grantee: City of Lago Vista, Texas, a home rule municipality

Grantee's Mailing Address: 5803 Thunderbird
Lago Vista, Texas 78645 (Travis County)

Easement Property: Being 0.048-acre, more or less, out of Lot 26257 Highland Lake Estates Section 26, according to the map or plat thereof recorded in Volume 68, Page 23, Official Public Records, Travis County, Texas, and being more particularly described by metes and bounds in Exhibit A and depicted in Exhibit B, both attached to this agreement and by this reference incorporated within it.

Easement Purpose: For the installation, construction, operation, use, maintenance, replacement, repair, upgrade, and removal of public utilities and related facilities (collectively, the "Facilities") and to provide City, its employees, representatives, and contractors, pedestrian and vehicular ingress and egress across the easement property to perform construction and maintenance activities related to the Facilities.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None

Exceptions to Warranty: None

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, under, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and

Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty.

Terms and Conditions:

The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's successors and assigns.

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* City's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with City as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by City for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with City, as long as such further conveyance is subject to the terms of this agreement.

4. *Secondary Easement.* City has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, City must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and Facilities will be at the sole expense of City. The City has the right to eliminate any encroachments into the Easement Property. City has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation maintenance, replacement, and removal are at City's sole discretion, subject to performance of City's obligations under this agreement. City has the right to remove or relocate any improvements (including but not limited to fencing, pavement, drainage features, retaining walls, landscaping, mailboxes, sprinkler systems, private utilities, and other such features) within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities, subject to replacement of the improvements to their original condition on the completion of the work.

6. *Equitable Rights of Enforcement*. This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal

remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

13. *Entire Agreement*. This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property, and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

15. *Notices.* Any notice required or permitted under this agreement must be in writing.

Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

16. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

17. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

Signatures to Follow

GRANTOR

_____
Edify Asset Management LLC

STATE OF TEXAS §
COUNTY OF _Travis____ §

This instrument was acknowledged before me on _____by.

_____
Notary Public, State of Texas

GRANTEE:

THE CITY OF LAGO VISTA, TEXAS

_____
Shane Saum, Mayor

ATTEST:

_____
Robin Smith, City Secretary

APPROVED AS TO FORM:

_____
City Attorney

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ___ day of _____, 2026, by **Shane Saum,** as Mayor of the City of Lago Vista, Texas.

_____
Notary Public, State of Texas

Exhibit A

Steven Warner Womack, RPLS, PLS, NCEES

National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor #L-5043
E-Mail: SWRPLS@Gmail.com
(512) 638-0220

METES AND BOUNDS DESCRIPTION

0.048 ACRES OF LAND, MORE OR LESS, OUT OF LOT 26257, HIGHLAND LAKE ESTATES SECTION 26 ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 68, PAGE 23, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at an iron rod found at the easterly right-of-way of Vista Way and Canary Way at the southwest corner of the referenced Lot 26257 being also at northwest corner of Lot 30015A, Resubdivision of a portion of Highland Lake Estates, Section Thirty, for the **Point of Beginning** and south corner of the herein described tract;

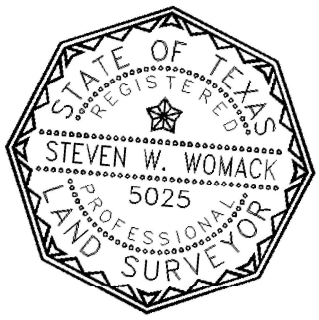
Thence with the easterly line of the said right-of-way the following courses and distances:
N 12 deg 11 min 14 sec E 7.01 feet to an iron rod found;
With a curve to the left whose radius = 50.00 feet, tangents = 17.52 feet, arc = 33.71 feet and whose chord bears N 07 deg 39 min 13 sec W 33.07 feet to an iron rod found;
With a curve to the right whose radius = 25.00 feet, tangents = 10.76 feet, arc = 20.32 feet and whose chord bears N 03 deg 31 min 04 sec W 19.77 feet to an iron rod found;
N 19 deg 52 min 32 sec E 40.57 feet to an iron rod found;
With a curve to the right whose radius = 25.00 feet, tangents = 25.17 feet, arc = 39.44 feet and whose chord bears N 64 deg 54 min 05 sec E 35.48 feet to an iron rod found, for the northeast corner of the herein described tract;

Thence traversing across the said Lot 26257 S 20 deg 21 min 52 sec W 120.06 feet to the **Point of Beginning,** containing 0.048 acres of land, more or less.

TOPO/BEARING/COORDINATE BASIS
ELIPSOID: WGS 1984/GRS 1980
PROJECTION: TEXAS CENTRAL NAD 83
GEIOD MODEL: GEIOD 12B

Steven W. Womack
Registered Professional Land Surveyor
No. 5025, State of Texas

23 Sept. 2026
Date



The Texas Board of Professional Land Surveying regulates all Registered Professional Land Surveyors in the State of Texas.
They may be contacted at Building A, Suite 156, 12100 Park 35 Circle, Austin, Texas 78753, (512) 239-5263.

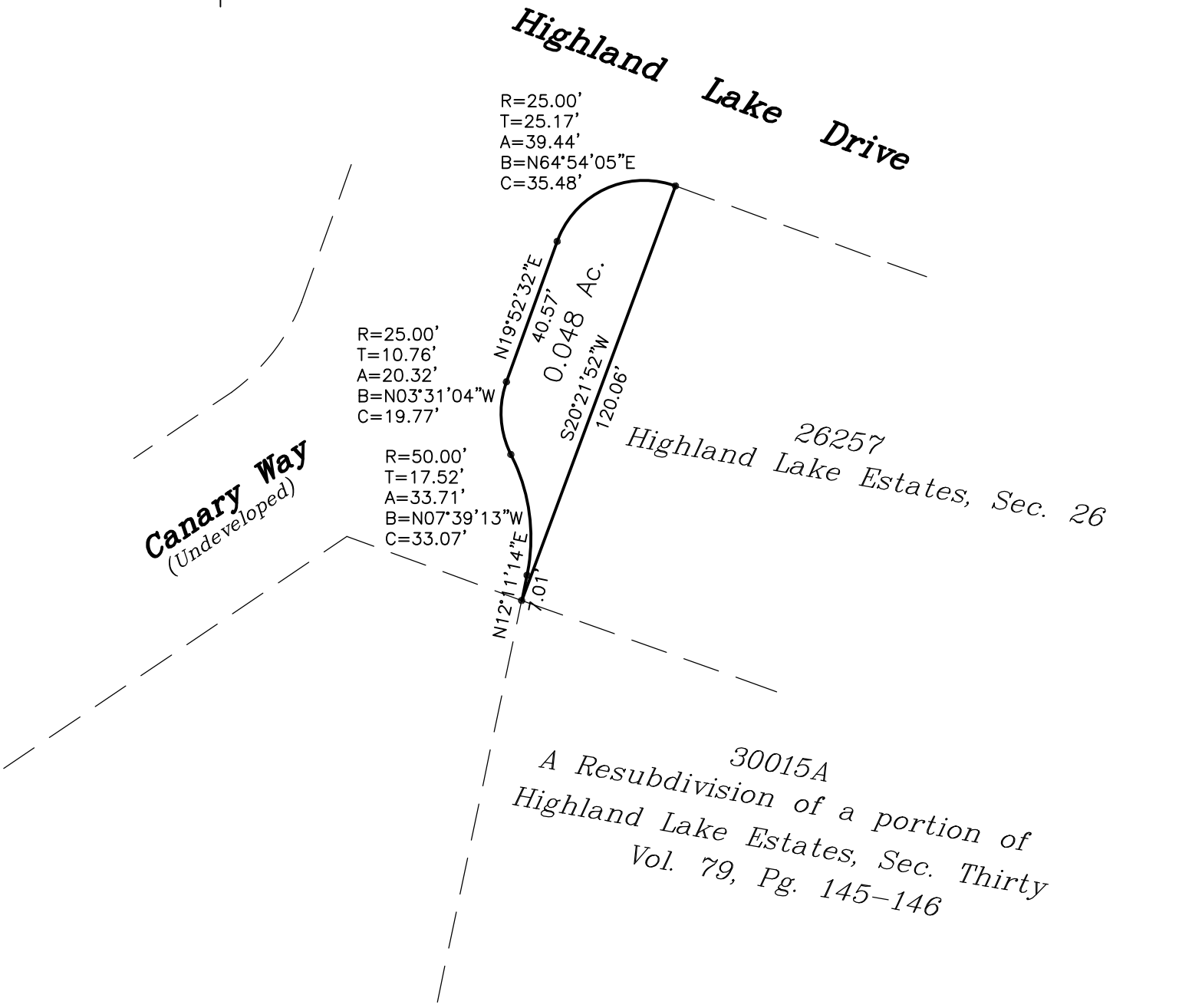
Exhibit B

SURVEY SKETCH

0 20 40

APPROXIMATE SCALE IN FEET

0.048 ACRES OF LAND, MORE OR LESS, OUT OF LOT 26257, HIGHLAND LAKE ESTATES SECTION 26 ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 68, PAGE 23, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS



THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS ASSOCIATION STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II, STANDARD SURVEY AS DESCRIBED IN THE MANUAL OF PRACTICE FOR LAND SURVEYING IN THE STATE OF TEXAS.

23 Sept. 2026

Steven Warner Womack, RPLS, PLS, NCEES Date
National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor #L-5043
E-Mail: SWRPLS@Gmail.com Phone/Text: (512) 638-0220

STATE OF TEXAS REGISTERED STEVEN W. WOMACK 5025 PROFESSIONAL LAND SURVEYOR

Texas Society of Professional Surveyors MEMBER

DATE: 09-23-2026
DRAWN BY: Staff
FILE NAME: 21-017.dwg

PROJECT NO. : 21-017

AGENDA ITEM NO.
VIII.2

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 19, 2026

SUBMITTED BY: Shane Saum, Mayor

SUBJECT: Take action regarding the City's purchasing, procurement, and contracting policies and procedures as directed by City Council at the November 5th City Council meeting.

BACKGROUND: The City of Lago Vista enters into numerous contracts and agreements involving public funds, municipal services, infrastructure, professional services, and other City resources. Maintaining public trust and protecting taxpayer interests requires clear, consistent, and enforceable standards governing how these agreements are negotiated, approved, executed, and administered. Recent contracting matters have highlighted opportunities to strengthen the City's existing purchasing and contracting procedures, particularly regarding document security, disclosure of proposed modifications, verification of executed agreements, and adherence to terms approved by City Council.

Of particular concern is the practice of transmitting editable contract documents for execution, which creates unnecessary opportunities for changes to be made without the knowledge or approval of all parties. The City should establish procedures requiring final agreements to be transmitted through secure, controlled, noneditable execution processes, with any proposed modifications clearly identified and reviewed before execution.

Additionally, the City should consider establishing uniform ethical contracting standards applicable to vendors, contractors, organizations receiving City funding, and other parties entering into agreements with the City. These standards should reinforce transparency, accountability, good-faith negotiations, and compliance with applicable procurement requirements.

FINDINGS: The City Council should evaluate whether existing purchasing policies and administrative procedures provide adequate safeguards or whether additional protections should be established through amendments to those policies or adoption of a formal ordinance.

Areas for consideration include:

Contract Document Security: Requiring final agreements to be

transmitted for signature through secure, controlled, noneditable execution processes rather than editable documents.
Disclosure of Modifications: Requiring all proposed changes to previously reviewed or approved
agreements to be clearly identified through redlined documents or other written disclosure.
Council Approval and Contract Authority: Establishing clear procedures to ensure substantive changes to Council-approved agreements are not implemented without appropriate authorization.
Verification and Recordkeeping: Requiring verification of returned agreements against approved versions before execution, with appropriate document retention and audit trails.
Vendor Integrity and Ethical Standards: Establishing uniform expectations for honesty, transparency, accurate representations, and good-faith conduct by parties contracting with the City.
Accountability and Enforcement: Evaluating appropriate remedies and procedures for undisclosed modifications, material misrepresentations, or other violations of established contracting standards, consistent with applicable law.
Uniform Application: Determining how these safeguards should apply across City departments and various types of agreements, including professional services, procurement, development agreements, grants, and agreements involving public funding.

FINANCIAL IMPACT: N/A

ATTACHMENTS:
Purchasing Policy.pdf

PURCHASING POLICIES AND PROCEDURES

CITY OF
LAGO VISTA
TEXAS

Adopted September 7, 2023
Amended September 19, 2024
Amended October 2, 2025

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II. Introduction

City purchasing staff have the responsibility to obtain the most value for the tax dollar in a fair, efficient, and equitable manner. Sound purchasing guidelines contribute greatly to the economical and effective operation of the City and provide the public confidence and trust in government.

The mission of the City of Lago Vista Finance department is to procure quality goods and services necessary to provide the citizens with the services they expect at the best possible price within the guidelines of all applicable federal, state, and municipal purchasing laws, while complying with best practices and state procurement laws.

a. Purpose

The purpose of this Purchasing Policies and Procedures (PPP) Manual is to establish standard practices and procedures to create an efficient and effective purchasing program for the City of Lago Vista. The PPP Manual, as established by the City Manager and approved by the City Council, shall be a complete source of purchasing information and procedures for purchasing of all commodities, contractual services, and equipment. The PPP serves as a guide for those employees granted purchasing privileges in the name of the City of Lago Vista. The guidelines set forth apply to all personnel who participate in the actions and decisions relating to the procurement and are intended to provide a complete understanding of purchasing policies, procedures, and practices. Explanation of each department's responsibility and role in the procurement function is outlined below, as well as an overall summary of the entire purchasing process.

b. Purchasing Objective

The City shall promote and protect its governmental integrity. Public employees must, therefore, discharge their duties impartially to assure fair, competitive access to City procurement. Moreover, the City's officers, directors, and employees shall conduct themselves in a way that fosters public confidence in the integrity of the City.

The employees of the City responsible for purchasing must

i. purchase the proper goods or services to suit the City's needs;
ii. obtain the best possible price for the goods or services;
iii. have the goods or services available when and where the City needs them;
iv. assure a continuing supply of needed goods and services;
v. guard against misappropriation of City funds;
vi. facilitate cooperation with other governmental units;
vii. maximize competition from responsible bidders;
viii. safeguard public funds and receive the best value for the public dollar;
ix. refrain from use of public spending to enrich elected officials or City employees; and
x. refrain from making purchases for personal use in the City's name.

c. Governing Authority

This policy is adopted to enforce and require compliance with the below-listed current State of Texas and local and purchasing laws. Should there be a conflict between this document and state law, state law as amended controls.

- Texas Local Government Code Chapters 252 and 271;
- Texas Government Code Chapters 552, 791, 2251, 2252, 2253, Subchapter B, 2254; and 2269;
- The City of Lago Vista City Charter; and
- The City of Lago Vista Code of Ordinances.

Regardless of the expenditure and applicability of state competitive bidding requirements, it is the policy of the City to see competition that produces the highest quality of goods and services at the lowest possible price.

III. Duties and Responsibilities

a. City Council

Except for emergency purchases, the budgeted purchase of items or services exceeding one hundred thousand dollars ($100,000) and any non-budgeted purchase exceeding fifty thousand dollars ($50,000) shall require prior approval of the City Council.
The City Council shall endeavor to hold an emergency meeting to authorize emergency purchases where feasible. If that is not possible, such purchases shall be submitted to the City Council for ratification.
Emergency purchases in excess of one hundred thousand dollars ($100,000) shall be limited to incidents that threaten public health or safety, cause damage to persons or property, or situations in which inaction would result in substantial financial loss to the City. Emergency purchases are also subject to all applicable exemptions under Texas Local Government Code Chapter 252.
All budgeted contracts or expenditures exceeding one hundred thousand dollars ($100,000), and all non-budgeted amounts exceeding fifty thousand dollars ($50,000), must be approved in advance by the City Council, regardless of the procurement method.
This requirement applies to:

- Budgeted purchases made within the same fiscal year from the same vendor for the same goods or services that total more than one hundred thousand dollars ($100,000), and
- Any contract executed for more than one hundred thousand dollars ($100,000), regardless of its term, and any non-budgeted amount exceeding fifty thousand dollars ($50,000).

b. City Manager

The purchase of items or services valued at five thousand dollars ($5,000) up to one hundred thousand dollars ($100,000), except for non-budgeted amounts exceeding fifty thousand dollars ($50,000), shall require approval from the City Manager.
The City Manager holds ultimate responsibility for all purchases made on behalf of the City of Lago Vista. The City Manager shall establish and propose rules and regulations, subject to City Council approval, governing the purchase and procurement of all goods and services. These approved procedures shall be followed by all City employees.
The City Manager has the sole authority to approve any deviation from established purchasing regulations. If improper purchasing practices occur, the City Manager may take disciplinary action

against the responsible individual and/or department. Disciplinary measures may include restricted purchasing privileges, restitution, suspension, termination, or any other action deemed appropriate by the City Manager.
The City manager shall determine the purchasing authority limits of all Department Heads and other employees on a case-by-case basis; however, under no circumstances shall that authority exceed five thousand dollars ($5,000).

c. Legal

The City Attorney provides legal advice and guidance on purchasing law and regulation and will prepare formal correspondence if needed.

d. Finance Department

The Finance Department is responsible for procurement of goods and services obtained by quotes, price agreements, and inter-local agreements. The department is also responsible for:

i. ensuring statutory compliance by the City with all applicable laws and regulations;
ii. ensuring City departments receive prompt delivery of goods and services requested through inter-local agreements, request for quotes, and price agreements;
iii. developing and maintaining reliable alternate sources of supply and a competitive atmosphere in pricing and performance by vendors;
iv. assisting departments in planning purchases for submission in the annual budget process;
v. where possible and practical, may combine purchases of similar items to allow for better pricing and establish a more competitive atmosphere;
vi. coordinating and assisting purchasing with various departments supplies, materials, and contractual services for the City;
vii. expediting goods and services in normal and emergency situations by utilizing known cooperative purchasing contracts, vendor contacts and services;
viii. joining with other governmental agencies in cooperative purchasing plans when it is in the best interest of the City; and
ix. ensuring the expenditures of City funds are conducted in such a manner that all transactions will pass audits with respects to State, Federal, and City procurement regulations.

e. Department Head

Department Heads are responsible for ensuring that all personnel in their department are knowledgeable of and fully understand the purchasing procedures established by the PPP Manual. By following the requirements established in the PPP Manual, Department Heads will assist by giving sufficient lead time to obtain proposals, quotations, or bids for goods and services requested by the departments so that the goods and services may be delivered by the requested due date.

Through proper planning of purchases, each department will be able to realize savings through competition between vendors and minimize the potential for shortages of commodities and materials.

In accordance with the PPP, the Department Head shall:

i. inform and support departmental personnel on the requirements of the PPP and ensure adherence;
ii. communicate needs for supplies, equipment, and materials to the city manager;

iii. communicate requests for services and goods with enough lead time so that procurements can be made using applicable purchasing policy procedures.
iv. utilize effective material requirements planning to maximize efficiency for City procurement;
v. provide accurate and complete information on items requested and timely preparation of requisitions;
vi. prepare item descriptions, specifications, or statements of work to assist in negotiation of materials, supplies, services, or equipment of a technical or unusual nature requested, and suggest possible sources of supply;
vii. designate certain employees with authority to prepare requisitions and make requests for purchase of certain items; and
viii. inspect or supervise the inspection of materials, supplies, services, and equipment delivered and determine acceptableness of their quality, quantity, and conformance with specifications as requested.

Finance Department will maintain a list of personnel authorized to make purchases. It is the responsibility of the Department Heads to make additions or deletions to that list as needed.

f. Department Supervisor

Each Department Head has the authority and is authorized to delegate purchasing authority to supervisors for purchases of three thousand dollars ($3,000) or less. All invoices shall be signed by the supervisor or department designee and/or submitted to the Department Head who will return the invoice to the Accounts Payable office.

IV. Ethics

a. Employee Code of Ethics

In accordance with the City's Ethics Policy as codified in the Code of Ordinances, amended, no Officer, City Official or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested directly or indirectly in the sale to the City of any land, materials supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this Section shall constitute malfeasance in office and any officer or employee determined to have violated this section in the sole discretion of the City Manager shall be removed from his office or position. Any violation of this Section with the knowledge, expressed or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved void per the City of Lago Vista Home-Rule Charter, Article XI, Section 11.04.

By participating in the purchasing process, employees of the City of Lago Vista agree to:
i. avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications;
ii. demonstrate loyalty to the City by diligently following the lawful instructions of the employer, using reasonable care of the authority granted;
iii. refrain from any private business or professional activity that would create a conflict between personal interests and the interest of the City;

iv. refrain from soliciting or accepting money, loans, credits, prejudicial discounts, and the acceptance of gifts, entertainment, favors or services from present or potential suppliers per City of Lago Vista Home-Rule Charter, Article XI, Section 11.06 and the City's Ethics Policy.
v. avoid dispensing special favors or privileges to anyone, whether as payment for services or not; and refrain from acceptance for self or family members favors or benefits under circumstances which might be construed by a reasonable person as influencing the performance of your employment duties;
vi. engage in no business with the City, directly or indirectly, which is inconsistent with the conscientious performance of Governmental duties;
vii. handle confidential or proprietary information of the City or suppliers with due care and proper consideration of ethical and legal ramifications;
viii. never use any information gained confidentially in the performance of job-related duties as a means of making private profit;
ix. promote positive supplier relationships through courtesy and impartiality in all phases of the purchasing cycle;
x. know and obey the letter and spirit of laws governing the purchasing function and remain alert to the legal ramifications of purchasing decisions;
xi. expose corruption and fraud wherever discovered; and
xii. uphold these principles, ever conscious that public office is a public trust.

b. Vendor Code of Ethics

City of Lago Vista is committed to a procurement process which fosters fair and open competition, while conducting business under the highest ethical standards and fostering the public trust. To achieve these purposes, City requires each vendor who seeks to do business with the City to subscribe to the following Code of Ethics. A Vendor:

i. Shall not submit a bid or proposal that is not competitive, consistent, and appropriate for the specifications submitted;
ii. shall not discuss with other vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition.
iii. shall not make any attempt to induce any individual or entity to submit or not submit a bid proposal;
iv. shall not disclose the terms of its bids or proposal, directly or indirectly, to any other competing vendor prior to the bid proposal closing date and time;
v. will completely perform any contract awarded at the contracted price pursuant to the terms set forth in the contract;
vi. will submit timely, accurate and appropriate invoices for goods and/or services performed under the contract;
vii. will not offer or give any gift, item, or service of value, directly or indirectly, to a City employee, employee family member, or other vendors contracted by the City; and
viii. A Vendor will not cause, influence, or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use his/her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.

Any vendor who violates the code of ethics is subject to being barred from use by the City of Lago Vista.

V. Gifts and Gratuities

Before accepting any gift, the employees will need to consider whether the gift complies with the limitations set forth in the City of Lago Vista Ethics Policy and Employee Handbook. A City employee may not solicit or accept any benefit, gift favor, funds, or service they know, or suspect is offered to influence their official conduct. The employee may accept unsolicited advertising or promotional materials such as pens, pencils, note pads, calendars, and other items of cumulative value less than fifty dollars ($50.00). Employees should use their judgement but, should refuse gifts that a reasonable person may believe could have the appearance of impropriety or influence.

VI. General Purchasing Procedures

a. Signatory Authorities and Approval Thresholds

The City is required to follow the bidding or proposal procedures outlined in the *Local Government Code Chapter 252*, when making an expenditure of more than one hundred thousand dollars ($100,000). The City Council has the authority or may designate the authority to commit funds. Following is the delegable authority as approved by the City Council or City Manager as appropriate:

i. $0 - $3,000 = Supervisors
ii. $0 - $4,999 = Department Head
iii. $0 - $100,000 (Budgeted) = City Manager
iv. $50,000 - $100,000 (Non-Budgeted) = City Council
v. $100,001 and Above = City Council

All budgeted contracts and /or expenditures more than one hundred thousand dollars ($100,000), and any non-budgeted contracts and /or expenditures exceeding fifty thousand dollars ($50,000) must be approved in advance by City Council regardless of the procurement method. This requirement applies to:

- Budgeted purchases made within the same fiscal year from the same vendor for the same goods or services that total more than one hundred thousand dollars ($100,000), and
- Any contract executed for more than one hundred thousand dollars ($100,000), regardless of its term, and any non-budgeted amount exceeding fifty thousand dollars ($50,000).

Authority to sign contracts or agreements approved by the City Council on behalf of the City is granted to the City Manager. This applies to all types of documents including, but not limited to purchase requisitions, contracts for services, leases, rental agreements, service/maintenance agreements, facility use agreements, etc.

Employees delegated authority to make and approve purchases will be held accountable for ensuring that each purchase is made in accordance with this policy and all applicable federal, state, and local law, procedures, directions, and good business practices. The delegation of authority to obligate the city for purchases under $100,000 is not assignable to others without the express and written consent of the City Manager.

Expenses should be made with budgeted funding. If an expenditure is not budgeted within the fiscal

year, the expenditure should be brough to the City Council for a budget amendment.

b. Purchasing Limits at a Glance

Dollar Amount	Forms	Supervisor	Department Head	City Manager	City Council
$3,000 or less	Invoice	✓			
$ 3,001 - $5,000	Purchase Order		✓		
$5,001 - $100,000 (Budgeted)	Contract and/or Purchase Order			✓	
$50,000- $100,000 (Non Budgeted)	Contract and/or Purchase Order				✓
$100,001+	Formal Solicitation and Requisition				✓
Emergency Purchase	Emergency Purchase Summary			✓ $100,000 or less	✓ $100,001 +

c. Purchasing Process

Purchases $3,000 and under no quotes are required, though efforts must be made to obtain the best value purchase for the City, while also utilizing our local preference program.

i. All purchases of more than three thousand dollars ($3,000) shall be made by Purchase Order. Quotes will need to be obtained from three (3) vendors for purchases over $3,000. Exceptions include:
   - Emergency Purchases as stated in Texas Local Government Code Government Code Chapter 252.
   - Single Source Contracts
   - Captive Equipment
   - Unforeseen damage to public machinery, equipment, or other property.
   - Renewable Contracts, Maintenance Agreements, memberships.
   - Ongoing necessary costs, i.e. utilities, phone services, postage, internet, etc.

ii. Purchasing requisitions will be initiated by City departments and used to generate a Purchase Order. The Department Head or their designee shall approve all requisitions prior to submittal to the Finance Department.

iii. A purchase requisition must clearly and accurately represent the following requirements:
   - Company Name or suggested vendor
   - Date
   - Quantity and unit of item(s)

- Description of goods or services ordered
- Unit price
- Discount (if applicable)
- Prices extended and total
- Freight and/or delivery (if applicable)
- Account to be charged

d. Requisition Process

No ordering of goods and services of three thousand dollars ($3,000) or more will be processed through the Finance Department without a requestion.

e. Payment of Vendors

When the goods or services are received by the requesting department, the department must submit the original invoice attached to the Purchase Order to the Finance Department to ensure timely payment. Invoices will be paid within thirty (30) calendar days of receipt of goods or services or invoice date, whichever is later in accordance with State law. The City will take advantage of all discounts, when possible.

f. Tax Exemptions

The City of Lago Vista is exempt from payment of sales and use taxes under Texas Tax Code Chapter 151, for the purchase of tangible personal property. Any use of the City's tax exemption certificate for personal purchase is prohibited and a violation of criminal law. Anyone using the City's tax exemption certificate for personal purchase may be subject to prosecution under Texas Penal Code, Chapter 39, Abuse of Office. The Texas Sales Tax Exemption Certificate may be requested from the Finance Department.

g. Capitalized Fixed Assets

A capitalized fixed asset is tangible and intangible property that the City can leverage as a resource in providing services to the residents and inhabitants of the City. A capitalized fixed asset includes but is not limited to land, infrastructure, buildings, furniture and fixtures, motor vehicles and equipment with a cost of five thousand dollars ($5,000) or more and a useful life of more than two (2) years.

Capitalized fixed assets are acquired for use in normal operations and can be sold as surplus after designated by the City Council at the end of its useful life. These assets are long term in nature and are subject to depreciation. Capitalized assets and projects should be charged to a capital project asset account.

h. Formal Solicitation Procedure/ Competitive Bidding/Competitive Proposals

Contracts shall be awarded by competitive bidding for any solicitation that is projected to exceed one hundred thousand dollars ($100,000) unless a specific exemption applies and is documented. State law requires a formal, competitive process for purchases of more than one hundred thousand dollars ($100,000) per Texas Local Government Code Government Code Chapter 252. Care should be taken, and legal advice sought where appropriate, to verify whether one of the sixteen (16) general exemptions delineated in Section 252.022 applies to the purchase or solicitation.

i. Specifications and Announcement

The requesting Procurement Manager will issue the correct type of solicitation (Invitation for Bid-IFB, Request for Proposals (RFP) or Request for Qualifications-RFQ). The solicitation must be published in accordance with Local Government Code Section 252.041 and posted on the City Website. Any bids or proposals that allow for electronic submission must follow the City's Ordinance regarding this process. The Procurement Manager will also send the package to the vendors on available distribution lists and vendors recommended by the requesting department. While the solicitation is in the vendor's hands, no communication between any responding vendor and any city staff or city council member, except the Procurement Manager and the Legal Department will be allowed concerning the outstanding solicitation. Any contact concerning the solicitation with staff or city council may be grounds for disqualification of a vendor's response. Communication for business not concerning the solicitation is acceptable.

ii. Bid Opening, Evaluation and Award

The Procurement Manager will execute the bid opening. A tabulation of the responses will be created and will delineate the response containing best value for the City. The contract, after review and approval by the City attorney if necessary, must be awarded to the lowest responsible bidder or to the bidder who provides goods and services at the best value for the municipality, The terms and conditions of the solicitation must indicate the criteria and corresponding weight for each criterion that will be used in the evaluation as per Texas Local Government Code 252.043. The criteria may include but are not limited to

- purchase price;
- reputation of the bidder;
- quality of the proposed goods or services;
- extent to which the goods or services meet the municipality's needs;
- bidder's past relationship with the municipality;
- impact on the ability of the municipality to comply with laws and rules relating to contracting with HUB and nonprofit organizations employing persons with disabilities;
- long-term cost to the municipality to acquire the bidder's goods or services; or
- any relevant criteria specially listed in the solicitation.

After final negotiation, if necessary, the purchase and contract must be approved by the City Council. Department Head shall prepare the Executive Summary to present to the City Council.

If contract extensions are included in the solicitation, these should also be included in the City Council agenda item so the contract can be renewed without having to go back to the City Council for approval. Department Head will issue a formal letter to the vendor when renewing a contract and the vendor has the right to refuse the extension, a copy of the letter of contract extension must be placed in the contract and bid files.

iii. Change Orders

After the award of the contract, if the City requests an alteration in the scope of work, a Change Order may be issued to the contract that involves an increase or decrease to the scope of work or amount. All Change Orders must be in writing and signed off by the

Department Head or City Manager. A change order is required if, after the contract has been executed, one or more of the following events occur:

- Changes in plans or specifications are necessary, or
- It is necessary to increase or decrease the quantity of work of materials, equipment or supplies to be furnished.

Material changes in the scope, quantities or related work may not be made. A material change is defined as substantial revisions. Department Heads may approve written change orders to contracts within their supervision in the amounts up to five thousand ($5,000) per change order.

The City Manager may approve written Change Orders to all contracts in the amounts of one hundred thousand dollars ($100,000) or less up to an aggregate total for the entire contract of one hundred thousand dollars $100,000). Any change orders increasing the total contract to more than one hundred thousand dollars ($100,000+) must be approved by City Council and every Change Order thereafter must go to City Council unless the Council has given a specified amount to not exceed.

However, the sum of all approved Change Orders, regardless of amount, may not exceed twenty-five percent (25%) of the original, total contract amount. Any change greater than twenty-five percent (25%) will require a new solicitation, as per Texas Local Government Code 252.048(d). Change Orders to construction contracts must comply with Texas Local Government Code Section 271.060 .

VII. Contract Management

City Departments will send the original of all contracts to the City Secretary and a copy to the Finance Department for entering into the City's financial system. All change orders, authorization of change in services, and final payment requests will be provided to the Finance Department for review for contract compliance and for further processing. For contacts utilizing Federal funds, contractor oversight will comply with 2 CFR 200.318b. The City Manager is responsible for the settlement of all contractual and administrative issues arising out of procurements.

For all contracts that require approval by City Council, the Finance Department will maintain all Certificates of Interested Parties Form 1295 and all non-disclosure statements for any employee or participant involved in the creation of specifications, evaluation of bid/proposal or award of contract.

VIII. Legal Requirements

a. Historically Underutilized Businesses

If the City is processing a Request for Quote of more than three thousand dollars ($3,000) but less than one hundred thousand dollars ($100,000), per Texas Local Government Code, Section 252.0215, at least two (2) HUB vendors need to be contacted on a rotating basis. Historically Underutilized Business (HUB) vendors are identified through the State of Texas Comptroller's Centralized Master Bidders List (CMBL) – HUB Directory Search for Williamson and Travis County by commodity code.

b. Debarment Verification

The Finance Department will perform a debarred vendor check to ensure that the selected vendor is not debarred from doing business with the State or Federal Government for any one-time purchase or contract that is twenty-five thousand dollars ($25,000) or more.

IX. Items That Do Not Require Competitive Bidding or Competitive Proposals

Texas law specifically exempts certain types of contracts from the competitive bidding process. Texas Local Government Code Section 252.022 lists sixteen (16) types of expenditures that are not subject to the competitive bidding or competitive proposal requirements. Such goods and services may be acquired by the issuance of a purchase order or execution of a contract.

a. Emergency Purchases

Emergency Purchases are made to meet critical, unforeseen needs of the City. This can occur as a result of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality. Valid Emergencies are also those that occur as a result of the breakdown of equipment which must be kept in operation to maintain the public's safety or health, or whose breakdown would result in the disruption of City operations. (Texas Local Government Code Section 252.022 (a)(1),(2) and (3).)

Create a form, file, and general ledger subaccount to track emergency purchases.

b. Personal, Professional or Planning Services

i. Personal Services: Personal services includes only those services which are performed personally by the individual who contracted to perform them, and the contract should mainly pay for the labor of the individual providing the service, not for such things as insurance or materials.

ii. Professional services: Professional services have been described as those services which are mainly mental or intellectual rather than physical or manual. The Texas Government Code Section 2254.002 lists ten (10) types of services that constitute professional services for purposes of State and local contracts and funds management. These include accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, professional nursing and forensic science. Cities have also used this exception to hire attorneys. The City may not select a provider of professional services, group, or association of providers or award a contract for the services based on competitive bids submitted for the contract or for the services but, shall make the selection and award based on demonstrated competence and qualifications to perform the services for a fair and reasonable price. The professional fees under the contract must be consistent with and not higher than the recommended practices and fees published by the applicable professional associations and may not exceed any maximum provided by law (Texas Government Code 2254.002 and 2254.003.) If the City cannot negotiate a satisfactory contract with the most highly qualified provider, then the City shall formally end negotiations with that provider, select the next most highly qualified provider and attempt

to negotiate a contract with that provider at a fair and reasonable price.

iii. Planning Services: Planning Services is defined in Texas Local Government Code Section 252.001(5) as services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan or regional land areas.

c. Work performed and paid for by the day as work progresses

The Texas Government Code Section 2254.002 specifically excepts from bidding requirements, work that is performed and paid for by the day as the work progresses. The Contract may not pay for work to be performed in the future regardless of whether the contract is performed and paid for on a daily basis.

d. Lease or Purchase of land or a right-of-way

In accordance with Texas Government Code Section 2254.002, the purchase of land or right-of-way is exempt from competitive bidding requirements. However, this exemption does not apply to the ***sale*** of real property. Subject to certain exceptions in Texas Local Government Code Chapter 272, the sale of real property can be accomplished in any of three ways: 1. Notice and bidding procedures under Section 272.001; 2. Public Auction in accordance with Texas Local Government Code Chapter 253; or 3. The use of a broker (on MLS for 30 days) Texas Local Government Code Chapter 253.

Section 272.001(b) lists seven exceptions to the notice and bidding requirements: (1) narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development control ordinances; (2) streets or alleys, owned in fee or used by easement; (3) land or a real property interest originally acquired for streets, rights-of-way, or easements that the political subdivision chooses to exchange for other land to be used for streets, rights-of-way, easements, or other public purposes, including transactions partly for cash; (4) land that the political subdivision wants to have developed by contract with an independent foundation; (5) a real property interest conveyed to a governmental entity that has the power of eminent domain; (6) a municipality's land that is located in a reinvestment zone designated as provided by law and that the municipality desires to have developed under a project plan adopted by the municipality for the zone; or (7) a property interest owned by a defense base development authority established under Chapter 378, Local Government Code.

e. Sole source purchases

Sole Source purchases are items that are available from only one source including:

i. items that are available from one source because of patents, copyrights, secret processes, or natural monopolies;
ii. films, manuscripts, or books;
iii. gas, water, and other utility services;
iv. captive replacement parts or components for equipment;
v. books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and
vi. management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other

benefits.

Budgeted Sole source purchases over one hundred thousand dollars ($100,000) and any non-budgeted sole source purchase exceeding fifty thousand dollars ($50,000) shall require prior approval of the City Council.

f. Purchase of rare books, papers and other library materials for a public library

Competitive bidding is not required for the purchase of books, papers, and other materials for a public library if those books, papers, or other materials are available only from the persons holding exclusive distribution rights to the materials. Additionally, competitive bidding requirements do not apply to the purchase of rare books, papers and other rare library materials for a public library.

g. Paving, Drainage, Street widening, and other public improvements, or related matters

This exception only applies if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements, for example, if the streets are paid with PID funds or by assessments collected by an HOA or POA.

h. Certain public improvements

This exception applies only to those public improvement projects, already in progress, authorized by the voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voter.

i. Developer participation projects

This exception requires payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212.

j. Personal property sold

This exception applies to property that is sold (A) at an auction by a state licensed auctioneer; (B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; (C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or (D) under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391.

Otherwise, the lease or lease/purchase of personal property procured by other methods must comply with the competitive bidding or proposal requirements if the expenditure is $100,000 or more.

k. Services performed by blind or severely disabled persons

Competitive bidding does not apply to the purchase of services performed by blind or severely disabled persons.

l. Goods purchased by a municipality for subsequent retail sale by the municipality

m. Gas, Electricity, water and other utility services

Competitive bidding is not required for the purchase of gas, water and other utility services if those services are available from only one source. The competitive bidding requirements do not apply to an expenditure for electricity.

n. Advertising, other than legal notices

Competitive bidding is not required for advertising by a city, other than legal notices.

o. Cooperative Purchasing

Cooperative Purchasing allows entities to order under established contacts without additional formal bidding. The City of Lago Vista, as a government entity, is eligible to participate in cooperative purchasing programs, provided the contracts were competitively advertised and awarded; no additional justification or bidding is required.

When purchasing advertised goods or services through a request for bids/RFP; if the goods are of a nature and character that it is feasible and advantageous to require discounts or special prices for other interested government entities as well as the City, Purchasing shall include a Cooperative Purchasing Clause requiring vendors to agree to make their prices available to other entities who enter into a Interlocal/ Cooperative Purchasing Agreement with the City.

All Interlocal/Cooperative purchasing Agreements, whether entered by the City with another government entity or local cooperative organization, or vice versa, must be approved by the City Council.

X. Grants Compliance

Once a grant has been approved following the City's Grants Compliance Guidelines, expending approved grant funds requires the City to follow Section 8, Uniform Guidance - Federal Procurement Rules, 2 CFR 200.320. In most cases the City's purchasing thresholds are more conservative than the Federal purchasing thresholds. However, purchasing guidelines for each grant are unique and must be reviewed in advance of collecting bids, proposals, or quotes. The requirements may include but are not limited to Davis-Bacon Wage Determination, National Environmental Policy Act, National Historic Preservation Act, Solid Waste Disposal Act, Buy-American initiative, E-Verify, and other requirements outlined in the Grant Submission instructions.

The Finance Department will perform a debarred vendor check to assure that the selected vendor is not debarred from doing business with the State or Federal Government on any purchase or contract that is twenty- five thousand dollars ($25,000) or more. The purchaser shall verify using the EPLS website, Sam.gov.

XI. Enforcement

a. Internal Enforcement

Employees who violate the provisions of the PPP are subject to disciplinary action pursuant to the City of Lago Vista Personnel Manual.

b. Criminal Penalties for Violation of Competitive Bidding Laws

Purchasing strategies to avoid competitive bidding requirements are prohibited by state law. Texas Local Government Code, Section 252.062, states, "A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid competitive bidding requirements of Section 252.021." Section 252.001 defines these terms as follows:

i. Component Purchases means purchases of the component parts of an item that in normal purchasing practices would be purchased in one purchase.
ii. Separate Purchases means purchases, made separately, of items that in normal purchasing practices would be purchased in one purchase.
iii. Sequential Purchases means purchases, made separately, of items that in normal purchasing practices would be purchased in one purchase.

Texas Local Government Code Chapter 252 establishes criminal penalties for violation of procurement laws. It reads in pertinent part:

(a) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes Separate, Sequential, or Component purchases to avoid the competitive bidding requirement of Section 252.021. An offense under this subsection is a Class B misdemeanor.
(b) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates Section 252.021, other than by conduct described by Subsection (a). An offense under this subsection is a Class B misdemeanor.
(c) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates this chapter, other than by conduct described by Subsection (a) or (b). An offense under this subsection is a Class C misdemeanor.

c. Removal; Ineligibility

The final conviction of a municipal officer or employee for an offense under Local Government Code Section 252.062(a) or (b) results in the immediate removal from office or employment of that person.

For four years after the date of the final conviction, the remove officer or employee is ineligible:

i. To be a candidate for or to be appointed or elected to a public office in this state
ii. To be employed by the municipality with which the person served when the offense occurred; and
iii. To receive any compensation through a contract with that municipality

This section does not prohibit the payment of retirement or workers' compensation benefits to the removed officer or employee.

d. Injunction

If the contract is made without compliance with applicable State or local laws, it is void and the performance of the contract, including the payment of any money under the contract, may be enjoined by:

i. Any property tax paying resident of the municipality, or
ii. A person who submitted a bid for a contract for which the competitive sealed bidding requirement applies, regardless of residency, if the contract is for the construction of public works.

XII. Credit/Procurement Cards

a. Purpose

The purpose of the Credit/P-card Program is to provide the City with an efficient and controllable method of making small dollar commodity, service, and travel purchases. This program is to be used to procure low-value maintenance, repair, and operational expense items. By using the credit card, it will simplify the payment process and take advantage of the rebate program the card provider offers. The City will issue cards via the provider of its choice. This card policy is not intended to replace, but rather supplement existing purchasing petty cash, travel, and other City policies. The same restrictions that apply to other methods of purchasing also apply to the Credit cards.

b. Eligibility

If requested and approved by the City Manager, a Credit/P-card will be issued to each department and be the responsibility of the Department Head or his/her designee. Criteria for determining which departments should be issued a department card:

- Will the use of the Credit/P-Card enhance productivity?
- Will the use of a Credit/P-Card reduce paperwork?
- Will the Credit/P-Card be utilized regularly for the purchasing of authorized (budgeted) goods, supplies and services?

c. Usage

The card program is not intended to avoid or bypass the competitive bid requirements per Texas Local Government Code 252.021, appropriation of funds processes, approval, or payment processes. Rather, the program complements the existing processes. Expenditures may not exceed appropriations under current City policy. Each card will have a purchase limit. The limits for daily and monthly purchases on the Department Head Credit/P-Cards are set by the City Manager. In no case will limits exceed five thousand dollars ($5,000). Limits can be changed on a temporary or permanent basis when warranted and a written request is received by the Program Administrator or the Department Head.

Credit cards may be used for small dollar purchases which conform to the purchasing policy and that do not exceed the cards maximum limit.

Acceptable purchases are:

(a) maintenance and repair of equipment;
(b) operation expense items;
(c) registration fees;
(d) travel expenses (must adhere to the Travel Policy); and
(e) other items in that department's scope of business.

Purchase made on the card will be for City business only. The card is not a personal line of credit and must never be used for personal or private purchases of any nature. When in doubt as to whether a purchase is allowable under the City policy, the cardholder should either contact the Finance Department before making the purchase or make payment personally and seek reimbursement from the City afterwards. Please remember that reimbursements for any out-of-pocket purchase made without authorization is subject to the City Manager's approval.
Unauthorized purchases or use of the card in violation of this City policies are prohibited, and purchaser will be subject to disciplinary action.

d. Penalties for Improper Use

The card is to be used only by the department/cardholder to pay for non-personal transactions. Improper use of the card can be considered misappropriation of City funds and may result in disciplinary action up to and including termination of employment. Improper use will result in revoking the card. In addition, the cardholder is personally liable for payment for improper purchases, including those in excess of dollar amounts appropriated or authorized by the City and subject to criminal prosecution under the Travis County judicial system.

e. Duties and Responsibilities

i. Program Administrator

The program Administrator is the Finance Director or their designee. The Program Administrator manages the Credit/P-card Program and has the following responsibilities:

(a) establishing credit card accounts and limits;
(b) acting as the point of contact for any Credit Card Program questions;
(c) ensuring compliance with the Credit/P-card Policy and the Purchasing Policy;
(d) reviewing all credit card transactions monthly; and
(e) terminate cards as needed.

ii. Departmental Responsibility

The City Manager determines who will be issued a card and the monthly limits assigned. The Department Heads will also ensure that purchases are authorized and adhere to City policies. Departments may implement more stringent internal authorization procedures that must be followed in order to make purchases with the card. Department Heads are responsible for approving receipts and making sure the statements for each card are reconciled and turned in to

the Finance Department within fifteen (15) days of the statement date to facilitate timely payments.

iii. Cardholder

(a) The employee who is issued a card is called a "Cardholder" whether it is issued in their name or just in their custody (i.e., department card).
(b) Every transaction made using the Credit card must have corresponding backup in accordance with the Fiscal and Budgetary Policy and all other City of Lago Vista policies accounting system.
(c) Each Cardholder shall use the card only for authorized purchases. A hardcopy itemized receipt must be obtained from the vendor each time the card is used and be signed by the Cardholder. Online and telephone charges must also be documented by a receipt, so the Cardholder shall request the vendor send them a receipt.
(d) The Cardholder is responsible for immediately notifying the Credit card provider, their supervisor, and the Program Administrator if the card is lost or stolen.
(e) Each Cardholder must acknowledge receipt of the Credit card, understand the rules of usage, and sign the user agreement. Failure to abide by this Credit/P-card Policy may result in disciplinary action, up to and including termination of employee. The Cardholder will be required to reimburse the City for any unauthorized transaction.
(f) Upon resignation or termination of employment of a Cardholder, the Department Head shall notify the Program Administrator immediately, and the card shall be turned in to the Program Administrator.

f. Credit Card Provider

The Credit Card Provider will send the Cardholder and the City's Finance Department a billing statement once each month for all transactions that have taken place in the previous month's statement cycle. This statement can also be obtained online. The Cardholder is responsible for reconciling their respective statement, matching each transaction with a receipt as soon as it is received. If a transaction is listed which is not known to the Cardholder, the Cardholder is responsible for immediately notifying the Credit Card Provider and the Program Administrator of the disputed charge. It is imperative that each Cardholder promptly process the transactions and forward receipts to their supervisor. If a receipt is lost, a lost receipt form must be filled out and signed by the City Manager.

g. Transaction/Card Limits

Each individual credit card will have transactions and/or spending limits. The Chief Financial Officer in coordination with the Department Head has the authority to limit types of purchases, places for purchases, and hours of day purchases can be made on individual cards. The total purchase price as printed on the individual credit card receipt is known as the "transaction amount". The credit card may be limited by the merchant type, transaction amount, and monthly transaction limit. Each Cardholder will be set up with limits for each of these categories and will be made aware of the limits. A card transaction will be denied when swiped if the transaction exceeds any of the limits. The card transaction limits may not exceed those set in the policy guidelines.

h. Sales Tax

As a tax-exempt government agency, the City of Lago Vista does not pay sales tax. Cardholders will be provided a copy of the City's tax exemption certificate when requested. Cardholders are responsible for ensuring that the merchant does not include sales tax in the transaction if possible. In the event sales tax is charged, the cardholder is required to go back to the vendor/merchant to request a refund of the sales tax paid. If a refund is not possible, the cardholder is required to submit a memorandum monthly to the Finance Department that includes an explanation as to why the sales tax paid cannot be credited along with a copy of the receipts showing the sales tax paid.

i. Late Fees or Finance Charges

No late fees or finance charges shall be paid by the City under terms of procurement card program. If late fees or finance fees are incurred, the Department Head /Cardholder will be responsible for paying those fees.

j. Returns

Each Cardholder is responsible for coordinating returns with the vendor and making sure a proper credit slip is obtained. Credit shall be issued to the Cardholder's account. **Cash refunds are not allowed**.

k. Restrictions and Exemptions

Employees may not use the card for personal use or any activity not directly related to the task they are performing for the City, including but not limited to:

i. Any purchases of items for personal use.
ii. cash refunds or advances.
iii. any purchase of goods/services or from a merchant type not considered prudent or of good judgement;
iv. any purchases set up as reoccurring;
v. no purchases are to be processed through the employee's personal account online. You must establish a City account to process the purchase;
vi. any transaction amount greater than the Cardholder's transaction limit;
vii. items under contract unless an emergency exception is granted;
viii. alcohol or liquor of any kind. Patronization of bars, drinking places, and package stores must not be paid for with the credit card;
ix. in town meals without a proven business such as a City hosted event;
x. gifts to friends or relatives in lieu of meals and lodging;
xi. life travel accident insurance premiums;
xii. parking fines and traffic tickets;
xiii. clothing and clothing rental;
xiv. laundry, valet, or dry-cleaning charges;
xv. repairs or towing of personal vehicles;
xvi. babysitting / pet sitting;
xvii. expense for travel companions;
xviii. mini-bar refreshments or other snacks in addition to the meal reimbursement;
xix. separate, sequential, and component purchases or any transaction made with intent to circumvent the City Purchasing Policy or state law;

xx. any transactions that may cause or be perceived to cause damage to the City of Lago Vista's reputation and goodwill, and/or reflect poorly on the ethical and moral decision-making of the Cardholder, staff, and elected officials; or

xxi. any other purchase specifically excluded in the City Purchasing Policy

l. Documentation

Each Cardholder/department will maintain a purchasing log. The log records the transaction date, vendor name, the merchandise purchased, dollar value of sale, how the order was placed (via Internet, phone, fax, mail, or in person), citywide or individual contract number (if applicable), and purpose of purchase. A separate line is required for each purchase. An itemized receipt for each purchase should be stapled to the log to expedite reconciliation with the billing statement. The log must be reviewed and signed by the Department Head/Cardholder and submitted to Finance for review.

Personal Use Restriction

The card may not be used to pay spouse/family expenses incurred while traveling. Only City business expenses are allowable, and the Cardholder must pay personal expenses separately.

m. Obtaining a Credit Card

Steps to obtain a credit card:

1. Department Head submits a request in writing to the City Manager for a credit card who determines the appropriate monthly transaction limits.
2. The Program Administrator will request the Credit Card Provider to issue credit cards.
3. Upon receipt of the card, the Program Administrator will have the Cardholder sign the Credit Cardholder Agreement and
4. The Finance Department will provide training on proper use and limitations of City credit cards. The new Cardholder receives copies of:
    - Credit Cardholder Agreement
    - Credit Card Policy
    - Purchasing Policy
    - Travel Policy

n. Revocation of the Credit Card

The credit card is subject to revocation at any time at the discretion of the City Manager or Chief Financial Officer. When a card is revoked, changes are made online and take effect immediately. The City Manager or Chief Financial Officer are further authorized to temporarily suspend use of the card via electronic methods if unauthorized use is discovered and such use poses a threat to internal financial controls.

XIII. Travel Expense/Reimbursement

a. Purpose

The purpose of this administrative regulation is to establish the rules and procedures governing travel expenditures of salaried and non-salaried employees and public officers of the City of Lago Vista when on official travel for the City and to be in compliance with state law.

It is the City's policy to pay for, or reimburse, all reasonable and necessary expenses incurred by a City employee or City Official travels when the employee travels on City-related business in accordance with this policy.

b. Transportation

The most efficient and economical mode of travel must be used. Air travel arrangements are to be made by each department. Air travel must be booked at the most discounted fare basis whenever possible. When authorized an employee using a personal vehicle on City business shall be paid an amount per mile equivalent to the current IRS rate or shall be paid the equivalent of a coach airline fare, whichever results in the lower cost to the City. In instances of approved private vehicle use, reimbursement will also be made for mileage tolls and parking fees. Receipts are required for toll and parking fees, as well as for taxi cabs, limos, and other modes of transportation. The City will pay for rental vehicles upon written approval of the City Manager (or designee).

c. Travel Approval and Cash Advances

All travel and cash advances must be approved in advance by the employee's Department Head (or designee), unless otherwise stated in this policy. In addition, any travel out of state must be approved by the City Manager as set out below.

d. Lodging

Expenses for lodging are to be at the single room rate unless an employee is approved in advance for double occupancy. An itemized hotel receipt must be provided.

e. Meals

The City shall pay actual necessary food expenses for an employee or City official traveling on City business. Expenses for meals shall be reimbursed by per diem allowances. A per diem allowance equal to the greater of the State of Texas Travel Reimbursement Rates as published at https://fmx.cpa.texas.gov/fmx/travel/textravel/rates/current.php or fifty-nine dollars ($59.00) per day is authorized based on thirteen dollars ($13.00) for breakfast, fifteen dollars ($15.00) for lunch, twenty-six dollars ($26.00) for dinner and five dollars ($5.00) for incidentals.

f. Incidental Expenses

The City will reimburse for incidental expenses associated with lodging and meals when they are incurred for City business reasons. Examples of reimbursable incidental expenses include but are not limited to mandatory charges or mandatory service charges; telephone calls; toll charges; parking charges; repair charges for city-owned vehicles; and postage. Tips or gratuities over twenty percent (20%) and excess baggage charges for personal belongings are not reimbursable expenses. Allowances include taxes and tips and may be reduced by twenty-five percent (25%) for first and last days of travel.

g. Internet Expense

Only reasonable and necessary computer-related expenses for City business reasons will be reimbursed.

h. Non-Allowable Expenses

Expenses or charges for items listed in 11(k) above the following will normally not be reimbursed and must be paid for by the employees, nor will:

i. In-hotel pay television and movies
ii. Dry cleaning and laundry
iii. Health club and spas
iv. Expenses of a spouse or family members
v. Alcoholic beverages, or
vi. Other items of a personal nature

i. Request for Reimbursement and Return of Unexpended Funds

Upon return to the City, a complete accounting of all expenditures of City funds is to be filed within three (3) working days on the City's Expense Form. Receipts for all expenses, including hotel bills and registration fees, must be attached to the statement. Authorized expenses in excess of advance funds received will be reimbursed with proper approval.

j. Travel to Training

The current mileage reimbursement will be paid to City Officials and employees who must use their personal vehicles to travel to a training destination further than their designated work location or other City locations and/or facilities. Reimbursement will be made for miles driven from the normal work location or employee's home whichever is less. Actual mileage reading must be submitted for reimbursement. Employees will be paid for time traveling to and from training destinations. Travel time will be considered hours worked for the purpose of calculating overtime.

k. Expenses Not Covered in Policy

The City Manager's approval must be obtained prior to any expenditure of funds for items or charges which are not specifically addressed in the travel policy.

l. Exceptions

Employees who receive monthly automobile allowances are eligible for mileage reimbursements for out of city travel. Employees who travel in a city-owned vehicle will be reimbursed for the documented actual cost of fuel, oil, or other expenses related to the safe operation of the vehicle, which were necessary during the course of the employee's use of the vehicle on official business.

m. Compliance

Abuse of this policy, including falsifying expense reports or submitting false claims, will result in disciplinary action, up to and including termination of employment.

XIV. Glossary

Award -- Approval by the City Council, City Manager, or Department Head, under whose authority a purchase or purchase order is approved.

Best Value -- If the sealed competitive bidding requirement applies to the contract for goods or services, the contract may be awarded to the lowest, responsible bidder or to bidder who provides goods or services at the best value for the city. In determining the best value for the city, we may consider the following:

- purchase price;
- quality of the bidder's goods or services;
- the reputation of the bidders and the bidder's goods or services;
- the extent to which the foods or services meet the City's needs;
- the bidder's past relationship with the City;
- the impact on the ability of the city to comply with the laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- the total long-term cost to the City to acquire the bidder's goods or services, and
- any relevant criteria specifically listed in the request for bids or proposal.

Bid -- A complete, properly signed response to an Invitation for Bid. Which if accepted, would bind the Bidder to perform the resulting agreement.

Bidder -- A person, entity, or firm that submits a Bid, signed by an authorized representative, in response to an Invitation for Bid.

Budgeted –An expenditure, project, or purchase that has been formally included and approved within the annual budget adopted by the City Council of the City of Lago Vista.

Change Order -- A document modifying information concerning goods and/or services, price, and/or quantities in an existing contract/purchase order; if the total amount of the contract/purchase order is increased by the change order; the change order may require approval by different authority than that used to approve the contract/purchase order and/or previous change orders. The total of all change orders cannot exceed twenty-five percent (25%)of the original contact/purchase order amount, per Local Government Code 252.048(d). Any changes greater than twenty-five percent (25%) will require a new solicitation.

City Council -- The elected officials of the City of Lago Vista, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the City Charter and the State of Texas Constitution and Laws.

Competitive Bidding -- A process wherein a vendor openly competes with other vendors, through a formal or informal process, for the City's business.

Component Purchases -- Purchases of component parts of an item that in normal purchasing practices would be purchased in one purchase.

Contract -- A mutually binding legal document obligating the Vendor to furnish the goods. Equipment or services specified within the solicitation and obligating the City to compensate in accordance with the conditions of the Contract.

Contractor -- The successful vendor(s) awarded a contract by the City of Lago Vista.

Cumulative Purchases - Purchases within a commodity over a fiscal year that are used City wide.

Department Head – A person in authority within the department and is administratively responsible for its entire operations.

Department Supervisor – A person immediately in line after the Department Head who is responsible for monitoring and regulating the performance of delegated duties.

Emergency -- Purchases that are made to meet critical, unforeseen needs of the City, where the City's ability to serve the public would be impaired if the purchase is not made immediately. Emergency purchases are exempt from standard purchasing procedures and must qualify for exemption as stated in Local Government Code Section 252.022. Emergency purchases must follow the procedure set forth in this manual.

Goods -- A generic term that includes all types of property to be purchased by the City, equipment, supplies, materials, component, and repair parts.

Invitation to Bid/ Request for Bid -- A formal written document that requests from bidder as a firm price and delivery details for specified goods or services, An invitation to bid is always required when the anticipated level of expenditure will be greater than $100,000. It may be used anytime the City Manager deems it is justified.

Non-Budgeted -- An expenditure, project, or purchase that has not been specifically included or approved within the annual budget adopted by the City Council of the City of Lago Vista. Non-budgeted expenditures may occur when a need arises after budget adoption and are subject to additional approval requirements as outlined in the City's procurement policies.

Interlocal Agreement -- An agreement made between two governmental entities to purchase goods or perform governmental functions and services (such as purchasing, records management, police/fire protection, public health, etc.)

Personal Services -- Services provided to the City personally by a particular individual. This does not include Professional services.

Professional Services -- Services rendered by a person or firm that requires years of education and service for one to attain competence and which calls for higher order of intelligence, skill, and learning. (Mental or intellectual skills, rather than physical or manual) When the Request for Proposal is used for the selection of professional service as allowed in the Local Government Code 252.022(a)(4), the City shall comply with Government Code 2254.003 in the procurement of these

services. The City shall not award a contract for these services based on competitive bids but shall make the selection and award on the basis of demonstrated competence and qualifications for fair and reasonable price. Fees must be consistent with and not higher than the recommended practices and fees published by the applicable professional associations and may not exceed any maximum(s) provided by law.

Purchase -- An act that includes the acquisition of goods or services, to include the act of leasing personal or real property. Separate, sequential, and component purchases shall be treated as a single purchase.

Purchase Order -- A written document issued by the City to a vendor formalizing all the terms and conditions of a proposed transaction, to include but not limited to, a description of the requested item, delivery schedule, terms of payment, transportation, delivery location, price, quantity, and special instructions. The purchase order conveys to the vendor the authority to deliver and invoice the City for the goods and/or services for an agreed upon price.

Quotes --

- Verbal Quote - A verbal quote is obtained from a potential vendor that has the ability to provide the goods/services. This quote must include the individual's name, company name, phone number, and the dollar amount of the quote for the goods/services.
- Written Quote - The written quote is provided by the potential vendor that states the goods/services pricing as well as the delivery date/terms. This quote can be used as a reference when placing the order with the vendor.
- No Bid or Non-Responsive Bid - An opportunity was given to a potential vendor in which they have not responded or responded with a "no bid".

Request for Proposal (RFP) -- A formal written document (solicitation) requesting potential vendors to make an offer for goods or services to the City. The request for proposal method of procurement may be used for all goods and services. RFPs differ from bids in that the City is seeking a solution, as described in the document, not a bid/quotation meeting firm specifications for the lowest price. Proposals are evaluated based on criteria formulated around the most important features of a product or service, of which quality, testing, references, availability, or capability may be overriding factors, and the price is not the sole factor of the award. All requests for proposals is kept secret during negotiations until a contract is awarded.

Request for Qualifications (RFQs) -- A formal written document (solicitation) used when soliciting providers of architectural, engineering, and surveying services, and professional services. The City shall comply with Government Code 2254.004 in the procurement of these services. The City must first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications. After a firm has been selected based on qualifications and experience, then a fair and reasonable fee shall be negotiated. If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the City shall formally end negotiations with that firm and select the next most highly qualified firm and begin negotiations with that provider for a fair and reasonable price.

Requisition -- The source document for all purchasing activity. The form communicates a department's needs to the Purchasing Department and grants authorization to enter a contractual relationship for delivery of goods and/or services. A requisition is utilized for communicating

internal requirements and should not be used by the departments for the order and delivery of goods/or services. All documentation supporting the request for purchase should be attached to the requisition.

Separate Purchases -- Purchases made separately of items that in normal purchasing practices would be purchased in one purchase.

Sequential Purchases -- Purchases made over a period of time of items that in normal purchasing practices would be purchased in one purchase.

Services -- A generic term to include all work or labor performed for the City on an independent contractor basis, including maintenance, construction, manual, clerical, or professional services.

Sole Source -- Purchases of goods or services that are available from only one supplier. There may be just one vendor because of copyrights, or patents, or simply because the vendor is the only one that supplies the goods or services. These purchases are exempt from the standard bidding requirements and must qualify as outlined in Local Government Code 252.002.

Specifications -- Statements containing a detailed description of the terms of the contract, as well as a specific details for the goods and/or services. The details or specifications should be descriptive, but not restrictive.

Vendor -- Person or business enterprise providing goods, equipment, labor and/or services to the City as fulfillment of obligations arising from a contract or purchase order.

AGENDA ITEM NO. VIII.3

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 19, 2026

SUBMITTED BY: Ron Joy

SUBJECT: Take action regarding the lease agreement between the City of Lago Vista and Bunker Bar and Grille, that is scheduled to expire on December 6, 2026, and authorize Interim City Manager to execute contract.

BACKGROUND: The City entered into an original Concession Services Contract with The Bunker Bar & Grille on November 5, 2020, for the provision of food and beverage concession services at the City's Municipal Golf Course.

The Fourth Amendment to the agreement was approved by City Council on December 6, 2024, establishing a two-year contract term set to expire on December 6, 2026.

During the June 18, 2026, City Council meeting, Council discussed the possibility of establishing a longer term agreement. Council also discussed the possibility of allowing the business owner to make improvements to the existing outdoor patio area at the owner's initial expense, with the City providing reimbursement through rent credits over an agreed upon period.

FINDINGS: The City has two proposed versions of the Fifth Amended Concession Services Contract with The Bunker Bar & Grille for consideration by City Council. Both drafts provide for an initial three year contract term with option for 2 year extension, beginning December 6, 2026.

- Three Year Term with Two Year Extension Option: This draft establishes an initial three year term with an option for an additional two year extension.

- Three-Year Term with Two-Year Extension Option and Patio Improvement Reimbursement: This draft includes the same initial three year term and additional two year extension option, but also provides an opportunity for the Company to

fund approved improvements to the existing Back Patio Area. The proposed improvements would require prior City Council approval of the plans, scope of work, and estimated costs. Construction would be completed by a contractor registered with the City of Lago Vista. Eligible and approved improvement costs would be reimbursed through rent credits in accordance with the terms of the agreement.

FINANCIAL IMPACT: There will be a financial impact in the future, but it is unknown at this time.

ATTACHMENTS:

Bunker Bar Grille 4th Amendment signed.pdf
2020-11-05___Bunker_Bar_and_Grille___Concession_Agrmnt___Original_Contract.pdf
Bunker Bar Grille 5th Amendment 3YEAR_DRAFT_1.docx
Bunker Bar Grille 5th Amendment Renovation Reimbursment_DRAFT_1.docx

FOURTH AMENDED CONCESSION SERVICES CONTRACT AND LICENSE TO USE CITY FACILITIES AT LAGO VISTA MUNICIPAL GOLF COURSE

This Fourth Amended Concession Services Contract (the "Agreement") is made and entered into on this 6th day of December, 2024, by the City of Lago Vista, Texas (hereafter referred to as the "City") and Dustin and Chelsea Martin, owners of The Dugout Group LLC, doing business as The Bunker Bar and Grille (hereafter referred to as the "Company").

WHEREAS, the City of Lago Vista is the owner of the Lago Vista Municipal Golf Course ("Golf Course") located at 4616 Rimrock Drive, Lago Vista, Texas; and

WHEREAS, Company has provided kitchen concession, restaurant, bar lounge and associated catering/dining facility maintenance services at the Golf Course and Club House; and

WHEREAS, the City of Lago Vista and Company entered into a Concession Services Agreement in November 2020 for an initial one-year term set to expire on November 6, 2021 (the "Original Agreement"); and

WHEREAS, on November 4, 2021, the City Council agreed to the First Amended Agreement to extend the term for thirty (30) days to allow for additional contract negotiations; and

WHEREAS, the City and the Company entered into a Second Amended Agreement on or around the 6th day of December, 2021 making certain changes to the First Amended Agreement; and

WHEREAS, the City and the Company entered into a Third Amended Agreement on or around February 16, 2023 making certain changes to the Second Amended Agreement

WHEREAS, the parties desire to revise the terms of the Third Amended Agreement for continuation of Concession Services at the Golf Course to extend the term and address certain workplace safety issues by agreeing to a Fourth Amended Agreement; and

WHEREAS, the parties intend that this Fourth Amended Agreement shall supersede the prior agreements and shall constitute a services agreement with regard to the Company continuing to provide Concession Services, the Company's continued use of City property, equipment, and facilities and continuation of the license to enter and use certain city facilities located at the Golf Course, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED.** Company agrees to provide the Concession Services as further described in Sections 7 and 8 of this Agreement at the Golf Course and Club House (collectively "Golf Course Premises") which shall include access to and use of the kitchen, restaurant, and club house, bar lounge, and associated catering/dining facility areas for the Golf Course Premises.

2. **TERM.** The term of this Agreement shall be for the two (2) year period commencing on 6 December 2024 and ending 6 December 2026. Provided that the Company is not in default under this Agreement ninety (90) days prior to the expiration date herein. Subject to approval by City Council, the parties may extend by mutual written agreement for two (2) additional one (1) year terms. Either party shall notify the other in writing of its intent to not renew this Agreement at least sixty (60) days prior to the expiration of this Agreement. If the

term is extended, the parties may consider increasing the amount of Compensation by the Consumer Price Index for urban areas, CPI-U, beginning on the anniversary date of this Agreement and if the cost of utilities under Section 14 increases more than twenty percent, (20%), then the Monthly Payment could be adjusted to cover such utility costs. The parties may consider additional terms for the extension of the Agreement by mutual agreement.

3. **CONSIDERATION.** Compensation during the term of this Agreement shall be in the form of monthly payments ("Monthly Payment").

   a. The Monthly Payment due to the City under this Agreement shall be $2,850 per month. Monthly Payments are due on the first (1st) day of each month. A $50.00 late fee shall be assessed upon each Monthly Payment not received by the City by the tenth (10th) day of the month.

4. **FINANCES AND REPORTING.** All revenue derived from the sale of food, beverage, on-site catering and other Concession Services by the Company as further described in Sections 7 and 8 of this Agreement shall belong exclusively to the Company.

   a. The City shall not be responsible whatsoever for any of the revenues of the Company derived from the services provided under this Agreement.

   b. Company agrees to keep records of monthly Net Sales and remit Reports thereof to the City on or before the last day of the month, detailing the total Net Sales for the month prior. The first report is due on or before January 3 I, 2021, for the period beginning on the effective date of the Second Amended Agreement and ending on December 31, 2021.

   c. **"Gross Sales"** means the actual sales or price of all food, liquor, dining services, private events, catering, carry-out food service, food delivery services, goods, wares, and merchandise sold, leased, rented, licensed, or delivered, and the actual charges for all food and liquor sold and services performed by Company in, at, from, or arising out of the use of the Premises, whether cash, credit, exchange, or otherwise. Gross Sales shall include, without limitation, sales, rentals, and services: (i) when the order for any of the foregoing originates in, at, from, or arising out of the use of the Premises, whether delivery or performance is made from the Premises or from some other place; (ii) made or performed by mail, telephone, telegraph, electronic mail, text, app, video, internet, electronic video, computer orders, and/or future technological means; (iii) made or performed by mechanical or other vending devices in the Premises; and/or (iv) that Company in the normal and customary course of its business would credit or attribute to its operations in any part of the Premises. Any deposit that is not refunded shall be included in Gross Sales. Gross Sales shall not be reduced by any franchise, occupancy, capital stock, income, or similar tax based on income or profits.

   d. The definition of "Gross Sales" shall **exclude** the following:

      1. tips or gratuities;

      2. municipal, city, county, State, or federal sales, use, gross receipts, liquor, restaurant, or excise taxes on sales or services rendered from the Premises where such taxes are added to the price, are stated separately in the bill, and are paid by Company directly to the applicable governmental agency;

      3. any exchange of food stocks, inventory, produce, ingredients, raw stocks, produce, fresh or frozen fruits and vegetables, dry groceries, meat, poultry, seafood, goods, and/or merchandise between the restaurants of Company where such exchange of the foregoing is made solely for the convenient operation of the business of Company and not for the purpose of consummating a sale

which has theretofore been made in, on, or from the Premises, or for the purpose of depriving Landlord of the benefit of a sale which otherwise would be made in, at, from, or arising out of the use of the Premises;

4. the amount of returns to shippers, vendors, suppliers, and/or manufacturers;

5. receipts from vending machines installed for the use of Company's employees;

6. gift certificates or vouchers until the time that the foregoing have been redeemed;

7. insurance proceeds or credits received for the settlement of damage, accident, loss, or destruction to Company's Personal Property, food stocks, inventory, produce, ingredients, raw stocks, produce, fresh or frozen fruits and vegetables, dry groceries, meat, poultry, seafood, goods, and/or merchandise;

8. condemnation proceeds;

9. bulk sales not in the ordinary course of Tenant's business;

10. sales at a discount or non-cash donations to non-profit, charitable, or religious organizations, but any profit that Tenant receives from the foregoing shall be included in Gross Sales;

11. any promotional sales to third parties;

12. the amount of any cash or credit refund made upon any sale or service;

13. sales by Company of machinery, furniture, equipment, Personal Property, fixed assets, and/or trade fixtures;

14. discounts to employees for employee meals;

15. the amount of any cash or credit refund made upon any sale in, at, from, or arising out of the Premises previously included in Gross Sales hereunder, not to exceed the sum so previously included, where the meal or merchandise sold is thereafter returned by the customer or refunded to the customer and accepted by Company;

16. all sums received by Company for lost, spoiled, and damaged products, including but not limited to food stocks, inventory, produce, liquor, ingredients, raw stocks, fresh or frozen fruits and vegetables, dry groceries, meat, poultly, seafood, goods, and/or merchandise;

17. withholding taxes collected from employees;

18. appreciation ofCompany's property;

19. loans received by Company;

20. the sale, transfer, or exchange ofthe business ofCompany;

21. bad debts ofCompany;

22. off-site operations or catering revenues for food that is not prepared and provided to customers at the Premises;

23. complimentary meals or samples offered for promotional purposes;

24. rent or fees paid to Tenant by a subtenant, licensee, or concessionaire;

25. shipping and delivery charges;

26. fees and/or charges paid directly to credit card issuers;

27. fees paid by Company to banks in connection with the acceptance of customers' ATM or debit cards;

28. the net amount of any discounts or rewards allowed to any organization or to any customer pursuant to any customary and reasonable policy adopted by Tenant; and

29. discounts for children's meals.

e. **"Net Sales"** means Gross Sales minus customer discounts, minus customer refunds.

5. **FACILITIES/LICENSE TO ENTER.** Concession Services under this Agreement shall be provided at the facilities shown in Exhibit A, and located at the Golf Course and Club House located at 4616 Rimrock Drive, Lago Vista, Texas (the "Concession Facilities"). For purposes of this Agreement, the "Concession Facilities" shall include non-exclusive access to (1) the bathrooms adjacent to the restaurant area shown in Exhibit A, and (2) the concrete patio area adjacent to the Golf Course and Club House (the "Back Patio Area"). The Company's maintenance obligations shall apply to the Concession Facilities, but patrons of the golf course who are not customers of the Company may access and use these areas at all times on a non-exclusive basis, and the City may, upon reasonable prior notice to the Company, restrict the use of the Back Patio Area to accommodate golf tournaments or other events held at the golf course. The Company agrees that the Concession Facilities reflected in Exhibit A attached hereto and as further described herein are provided for the Company's use under this Agreement in 'as is' condition and no improvements shall be made to such facilities by either City or Company unless agreed to in writing by the Company and the City Manager. Any improvements to such facilities shall be performed at the sole cost of the Company. In addition to all other obligations in this Agreement, the Company agrees to build any soundproofing between the Concession Facilities and other parts of the Golf Course and Golf Course Premises that the City reasonably determines to be necessary or advisable. To this end, and in addition to any other improvements that the City may reasonably deem necessary, the Company agrees to construct soundproofing improvements to the wall between the Concession Facilities and the adjacent pro shop promptly following the Effective Date of this Agreement.

Subject to the terms of the prior paragraph, the Concession Facilities reflected in Exhibit A shall be made available for Company's use for its exclusive occupation, management and operation under this Agreement and includes the area reflected in Exhibit A and as further described below:

a. Restaurant area, club house bar, lounge, kitchen, and storage areas, together with all equipment, fixtures, and furniture therein.

b. Kitchen cooking, preparation and utensil area

c. Kitchen food service, presentation, and beverage service counters

d. Kitchen concession sales receipts and customer service area

e. Kitchen dry goods, frozen goods, shelving and refrigerator storage area

f. Related dining areas

In addition, the Company shall have non-exclusive access to the entire Golf Course Premises, including the Back Patio Area, for the purpose of selling food, snacks, sandwiches, soft drinks, alcoholic and non-alcoholic beverages, and to all common areas, including driveways, parking, delivery areas and restrooms under the management and control of the City in each case as allowed by State law. Except as specified in Section 9 below, the City hereby grants an exclusive license to Company to access, enter, use, occupy, manage, maintain and operate in the Golf Course Premises for the Concession Services as further defined in Sections 7 and 8 of this Agreement. The area consisting of and including the Pro Shop and Pro Shop Office are expressly excluded from the Golf Course Premises that Company may use and not covered under or be a part of this Agreement.

6. **FACILITIES 'AS-IS' ONLY, NO WARRANTIES.** THE CITY OF LAGO VISTA EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE FACILITIES, INCLUDING BUT NOT LIMITED TO, THE FACILITIES' CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. THIS WAIYER INCLUDES, BUT IS NOT LIMITED TO, ANY CONDITION CAUSED BY THE NEGLIGENCE OF THE CITY.

7. **SCOPE OF SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.** The scope of Concession Services provided by the Company shall, at a minimum, include and provide for the following:

a. Healthy culinary products, meals, and beverages for the restaurant, bar, lounge, and onsite catering service for the golfing community and the general public at a reasonable price and in sufficient quantity.

b. A system of product and service delivery and associated sanitary disposal that meets or exceeds customer expectations.

c. An atmosphere of product and service delivery, and related sanitary disposal that meets or exceeds customer expectations.

d. A clean, sanitary, and healthy system of physical plant maintenance and operations which conforms to all City, County, State, and Federal building, food service, restaurant operations, malt beverage/liquor dispensing regulations and health codes.

e. A food, beverage, and concession service level which services the patronage of the golfing community and general public including continued marketing efforts to increase patronage.

f. Experienced and professional management staff who can perform all required Concession Services, including, but not limited to, order, purchase, dispense, inventory, track, control, and handle waste stream of all products, materials, and supplies in the Golf Course Premises and perform the related maintenance functions. The Company shall designate an on-site manager to be the point of contact for daily operations of the Concession Services provided under this Agreement.

g. An operation which maximizes revenues to both the Company and the City of Lago Vista.

The Company may, in addition to those Concession Services required to be provided hereunder, conduct weekly events from the Concession Facilities (but not from the Back Patio Area nor anywhere outside of the

Concession Facilities) including (i) karaoke, and, (ii) if properly licensed by the Texas Lottery Commission and only in accordance with such license, bingo activities. Company shall conduct all such events strictly in accordance with state law and local ordinances, and Company shall take all necessary precautions to prevent any excessive noise or other nuisance caused by such events. If the City Manager determines, in their sole discretion, that unreasonable noise, smells, or other nuisances are caused by such events, the City Manager may prohibit any further events until the City Council reviews the nature of such nuisance, and after a hearing, decides whether to continue allowing all or any of such events. If the City Council determines, after such hearing, that one or more of the events causes a nuisance that is unlikely to be mitigated by future actions of the Company, the City Council may prohibit all or any of such future events.

8. **SALE OF ALCOHOLIC BEVERAGES.** The Company shall maintain its own Beer and Wine or Mixed Beverage License through the Texas Alcoholic Beverage Commission for the duration of the Agreement. **All** alcohol purchases, taxes, reports, and accountability shall be under the control of and the sole responsibility of the Company.

9. **EXCLUSIVE CONCESSION RIGHTS.** Except as otherwise provided for in this Agreement, Company shall have the exclusive right to use the Concession Facilities as specified in this Agreement for the purpose of providing food and beverage concession services at the Golf Course Premises. The Company agrees that Special Event Permit holders shall use the back-patio area (as shown in Exhibit A) as allowed by the Special Event Permit and may use outside caterers for the event.

10. **CITY-OWNED PROPERTY AND FACILITIES.** Unless otherwise provided in this Agreement, the City maintains ownership of the Concession Facilities and equipment as described in Exhibit B attached hereto. The Company shall have no ownership, claim, or interest in the Concession Facilities at any time or any insurance proceeds received by the City from damage, destruction, theft or loss of any Facilities due to any cause.

a. The Company shall provide all equipment, supplies, personnel and other goods and services necessary to provide the Concession Services and standard concession operations at its sole expense as required by this Agreement, except as otherwise explicitly provided in this Agreement. The signs and advertising used by the Company shall be approved by the City, at their reasonable discretion, prior to the installation or distribution.

b. The City shall provide the Concession Facilities in an 'as is' condition unless otherwise specified, along with all existing equipment and fixtures, including, but not limited to, kitchen fixtures and furnishings, cooking utensils, cooking space, serving utensils, service space, office space, dry good storage space, frozen food storage space, dining tables, dining seats, and dining chairs. Existing food and beverage inventory, if any, may be purchased from the City at cost if the Company is able to use such inventory in its planned menu offering.

c. The Company shall use City-owned property and concession equipment only for providing authorized services as set forth in this Agreement.

d. The major repair or replacement of any City-owned concession equipment, fixtures, facilities or personal or real property at the Golf Course Premises, and the Concession Facilities, shall be done at the City's discretion and at City's cost. Notwithstanding the foregoing, the Company shall not suffer, allow, or permit the concession equipment or City-owned property to be damaged and shall promptly pay the City for repair or replacement costs of all damage to City-owned concession equipment and property resulting from the Company's use of such concession equipment and property, except for reasonable wear and tear, upon written notice by the City. Further notwithstanding the foregoing, Company agrees to build any soundproofing

between the Concession Facilities and other parts of the Golf Course and Golf Course Premises that the City reasonably determines to be necessary or advisable.

e. The Company shall maintain and perform minor repairs to all Concession Facilities and equipment, fixtures, facilities or other personal property located at the Concession Facilities at its sole cost in a clean, sanitary, and orderly condition, free of debris, litter, filth, and offensive material, and in strict compliance with applicable laws, ordinances, and rules and the regulations of any health authority. Should the company fail to maintain or perform minor repairs as stated above, the City, may in its sole discretion, perform such maintenance or repair and, within thirty days after written demand, the Company shall pay to the City all costs incurred by the City in the performance thereof.

f. All City-owned property shall remain City-owned and any and all equipment or property purchased by the Company shall remain Company owned unless otherwise specified herein or by separate agreement executed by the parties.

11. **QUALITY OF SERVICE.** The Company agrees that the concession services rendered shall be in compliance with this Agreement. All food, drinks, confectionery and the like sold or kept for sale shall be wholesome and pure and shall conform in all respects to the federal, state, and municipal food and other laws and regulations, including all applicable food handling and service safety regulations and requirements. No imitation adulterated or misbranded item shall be sold or kept for sale. All merchandise kept for sale shall be stored and handled with due regard for condition and sanitation.

12. **MAINTENANCE OF FACILITIES.** Company shall clean and maintain the Concession Facilities as reflected in Exhibit A attached hereto and including the attached restrooms and Back Patio Area at Company's sole expense. Company shall adopt and maintain a maintenance and cleaning schedule for such facilities.

13. **PERSONNEL.**

a. The Company shall provide an adequate number of trained personnel to staff and operate the Concession Facilities and to provide the services as set forth under this Agreement at all times the Concession Facilities are open. Company's failure to provide adequate staffing as the parties have agreed, or in the absence of an agreement, in the City's reasonable discretion and trained personnel as required herein shall constitute a default of this Agreement.

b. Company shall ensure that all employees, personnel, or contractors under Company's control are adequately trained in food safety and handling procedures. All personnel shall have a valid Texas Food Handler Card and TABC Certification and shall otherwise comply with state and federal law. Company shall also ensure that its employees do not use or possesses any alcoholic beverages or other intoxicating beverages, illegal drugs, or controlled substances at the Concession Facilities.

c. Personnel shall treat all patrons, City representatives and all other persons in a respectful and professional manner.

d. All Company employees, personnel, or contractors under Company's control shall be professional in appearance, dressed in neat and clean clothing, free of holes, tears or other signs of wear. Attire should include displaying the Company logo or insignia on a shirt or name tag and slacks, khakis, jeans or hemmed shorts.

e. Company shall comply with all federal, state, and local laws, including but not limited to, federal and state wage and hour laws requirements and obligations, such as working hours and conditions, leave

time, overtime, payment of all applicable taxes, unemployment and workers compensation coverage, compliance with immigration documentation, and deductions from employee pay.

14. **UTILITIES.** The City shall provide the Concession Facilities with water, electricity, garbage pickup, and sewer service. These utilities shall only be used in the provision of Concession Services, or as otherwise explicitly allowed under this Agreement. The Company shall take all action necessary to ensure that these utilities are being used at the most cost-effective means possible, and that no waste occurs. In the event, the cost of these utility services increases more than twenty percent (20%), the parties shall agree to meet to consider an adjustment in the Monthly Payment for the utility increase. Company shall be responsible for and shall pay for any necessary natural or propane service or supplies, as well as all telephone and internet services and any other utilities for the Concession Facilities not expressly paid by the City in this Agreement.

15. **HOURS OF OPERATION.** At a minimum the Company shall ensure that the Concession Facilities are open for business and are available to customers seven (7) days a week as follows:

Monday- ~~Wednesday~~ Thursday DM 9:00 a.m. to 4:00 p.m. TW 12/5/24
~~Thursday~~ Friday - Sunday: 7:30 a.m. to 4:00 p.m. (May through September)
~~Thursday~~ Friday – Sunday: 9:00 a.m. to 4:00 p.m. (October through April)
Holidays: 7:30 a.m. to 4:00 p.m. DM

Notwithstanding the foregoing, Concession Facilities are not required to be open on any Monday that the Golf Course is closed. Any change in hours shall be coordinated with the Golf Course Director and shall be clearly posted on the clubhouse doors for patrons to see. Company's failure to observe and maintain the minimum agreed upon operating hours and conditions shall constitute a default of this Agreement.

16. **COMPLIANCE WITH LOCAL, STATE, AND FEDERAL RULES AND REGULATIONS.** Company and its officers, agents and employees shall at all times comply with all local, state, and federal rules, regulations, and requirements, codes, and laws. Company must obtain and maintain all required operational permits, licenses, fees, and taxes. Payment of any required governmental fees, licenses, and taxes shall be the obligation and responsibility of the Company. Company shall ensure that no person under the age of 18 is permitted behind the bar or in the kitchen during working hours, except in compliance with: Texas Alcoholic Beverage Code Section 106.09, Employment of Minors; Texas Labor Code, Chapter 51, Employment of Children; Chapter 817 of Title 40 of the Texas Administrative Code, Child Labor; and Part 570 of Title 29, Code of Federal Regulations, Child Labor Regulations

17. **NONDISCRIMINATION.** The Company and its officers, agents and employees shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin or any other person in a federally protected class.

18. **INSURANCE.** The Company shall maintain insurance in the following amounts:

General Liability Insurance	$500,000 per claim or occurrence	$1,000,000 for all claims arising out of a single transaction or per occurrence
Property Damage Insurance	$250,000 per occurrence	
Workers' Compensation Insurance	In the amounts that meet the requirements as set forth by State Law	

Company also agrees to furnish comprehensive general liability coverage providing bodily injury, personal injury, property damages including products liability and complete operation coverage against any and all claims and losses arising out of any operations of the Company, including occupancy of the premises, sale, gift, serving, handling, or dispensing of any product.

Company shall provide the City with certificates evidencing such insurance coverage and the City shall be listed as an additional insured. Such certificates shall provide the City with thirty (30) days advance notice of any cancellation, material change, reduction of coverage, or nonrenewal. The City shall be provided with a copy of the appropriate riders evidencing that the City is included as an additional insured to the above required policies.

19. TERMINATION.

a. *Termination/or Cause.* This Agreement may be terminated if the Company fails to provide the compensation and other consideration to the City as provided in Section 3 of this Agreement.

b. *Defaults with Opportunity for Cure.* Should Company default in the performance of this Agreement in a manner stated below, City shall deliver written notice of said default specifying such matter(s) in default.

I. In the event of an act of default due to a failure to provide adequate personnel to operate the Concession Facilities as required under Section 13, or due to a failure to maintain agreed hours of operation as required under Section I 5, Company shall have no more than five (5) business days to cure such default.

2. For all other acts of default, Company shall have ten (10) business days after receipt of the written notice, in accordance with Section 23.

3. If Company fails to cure the default within the specified cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another Company to complete the work required in this Agreement.

c. *Termination By Law.* If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

d. *Termination not sole remedy.* In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Company for any default hereunder or other action.

20. INDEMNITY. The Company agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City and its past, present and future officers, directors, agents, employees, and representatives (the "City Parties") from and against all liability for any and all claims, suits, demands, and/or actions arising from or based upon the acts or omissions on the part of the Company, its officers, directors, agents, representatives, employees, members, visitors, invitees, contractors and subcontractors which may arise out of or result from the Company's occupancy or use of the facilities, concession equipment, and City-owned property and/or activities conducted in connection with or incidental to this Agreement. The Company shall also indemnify the City Parties against any and all mechanic's and materialmen's liens or any other types of

liens imposed upon City-owned property arising as a result of the Company's conduct or activity. This indemnity provision shall apply regardless of the nature of the injury or harm alleged, whether for injury or death to persons or damage to property, or whether such claims are alleged as common law, statutory or constitutional claims, or otherwise. This indemnity provision shall apply whether the basis for claims, suit, demand, and/or action may be attributable in whole or in part to the Company, or to any of its agents, representatives, employees, members, visitors, contractors, and subcontractors, or to anyone directly or indirectly employed by any of them. THE INDEMNITY INCLUDED IN THIS AGREEMENT SHALL APPLY REGARDLESS OR WHETHER THE BASIS FOR CLAIM, SUIT, DEMAND, AND/OR ACTION MAY BE ATTRIBUTABLE IN WHOLE OR IN PART TO THE SIMPLE NEGLIGENCE OF THE CITY PARTIES.

21. **GOVERNMENTAL IMMUNITY.** Nothing in this agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or its employees, nor to create any legal rights or claims on behalf of any third party. Neither the City, nor its employees waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

22. **INDEPENDENT CONTRACTOR.** The Company expressly agrees that during the term of this Agreement, neither the Company nor any of its employees, personnel, or any of its contractors, is nor shall ever be considered an employee of the City; the Company is an independent contractor, and in this regard the Company, its employees, personnel, or any contractors will not be within the protection of the coverage of the City's Workers Compensation coverage or other insurance.

23. **NOTICES.** Any notice required or desired to be given under this Agreement shall be in writing with copies directed as indicated and shall be personally delivered or given by mail. Any notice given shall be deemed to have been given when hand delivered or, if mailed, as of seventy- two (72) hours from the time when notice was deposited in the United States mail (certified or registered, return receipt requested, postage prepaid), addressed to the party to be served with a copy as indicated herein. Either party may change its address for purposes of notice by giving notice of such change of address to the other part in accordance with the provisions of this section.

POINT OF CONTACT FOR CITY

City Manager
Taylor Whichard, Interim City Manager
5803 Thunderbird
Lago Vista, TX 78645
taylor.whichard@lagovistatexas.gov
512-267-1170

POINT OFCONTACTFOR COMPANY

The Dugout Group LLC
Dustin Martin, Owner
20602 Hoover Cove
Lago Vista, TX 78645
Dustinm6l@gnaiI.com 512-673-9940

ON-SITE MANAGER/DAILY OPERATIONS POINT OF CONTACT

Dustin Martin
Owner
Dustinm6l@gmail.com
512-673-9940

Any changes to the On-site Manager/Daily Operations Point of Contact must be sent to the City Manager in writing within 48 hours of the change.

24. **AMENDMENTS AND CHANGES.** No alteration, addition, or amendment to the terms of this Agreement shall be made except by a formal written amendment hereto, executed by both the Company and the City.

25. **WAIVERS.** No waiver of any provision hereof shall be implied from the conduct of the parties. Failure of the City to enforce any and all violations of ordinances or this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach or the same or of a different provision or ordinance. Any such waiver must be in writing and must be signed by the party against which such waiver is sought to be enforced. The consent by the City to any matter or event requiring such consent shall not constitute a waiver of the necessity for such consent to any subsequent matter or event.

26. **ORAL AND WRITTEN AGREEMENTS**. Any and all agreements heretofore made, if any, between the parties regarding the subject matter of this Agreement have been reduced to writing and are contained herein. This Agreement states the sole and exclusive terms of agreement between the parties regarding the subject matter of this Agreement, and any and all prior agreements, regarding such subject matter, not set forth herein are null and void.

27. **TEXAS LAW GOVERNS**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to its conflict of law provisions. Venue shall lie exclusively in Travis County, Texas.

28. **TRANSFERABILITY OF AGREEMENT**. No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by the Company without express written consent of the City.

29. **SEVERABILITY**. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

30. **THIRD PARTY BENEFICIARIES**. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to the City nor to create any legal rights or claims, contractual or otherwise, on behalf of any third party.

31. **NO JOINT VENTURE**. This Agreement shall not be construed to establish a partnership, joint venture, agency, or joint enterprise, express or implied, nor any employer-employee or Borrowed servant relationship by and among the parties hereto. Nor shall this agreement be construed to create or grant rights, contractual or otherwise, to any other person or entity not a party to this Agreement. Each party shall remain solely responsible for the proper direction of its employees and an employee of one shall not be deemed an employee or borrowed servant of the other for any reason.

32. **EFFECTIVE DATE**. This Contract shall be effective upon execution of this Agreement.

33. **WAIVER OF CITY LIABILITY**. City shall not be liable to the Company for any loss, damage or injury of any kind or character to any person or property

    a. arising from any use and/or condition and extent of the property, or any part thereof including, without limitation, environmental contamination,

    b. caused by any defect in the equipment, Golf Course Premises, or Concession Facilities located therein,

c. caused by or arising from any act or omission of Company, or any of its agents, employees, licensees or invitees,

d. arising from or in connection with the conduct of any Concession Services or any other conduct by Company performed on the Golf Course Premises or Concession Facilities,

e. arising from any accident on the Golf Course Premises or any fire or casualty thereon,

f. occasioned by the failure of Company to maintain the Concession Facilities in a safe condition, or

g. arising from any other cause whatsoever, except as occasioned by the gross negligence, intentional misconduct or violation of this Lease by the City Parties occurring after the date of this Agreement. Company, as a material part of the consideration of this Agreement, hereby waives, on its behalf, all claims and damages against City for any such loss, damage or injury to Company, INCLUDING BUT NOT LIMITED TO THOSE CAUSED BY THE SIMPLE NEGLIGENCE OF ONE OR MORE CITY PARTIES.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their officers thereunto duly authorized as of the date herein first written.

CITY OF LAGO VISTA

By: _____

Print Name: Taylor Whichard

Title: City Manager

Date: 12/5/24

DUGOUT GROUP, LLC

By: _____

Print Name: Dustin Martin

Title: Owner

Date: 12/5/24

Exhibit A

CONCESSION FACILITIES

Concession Facilities

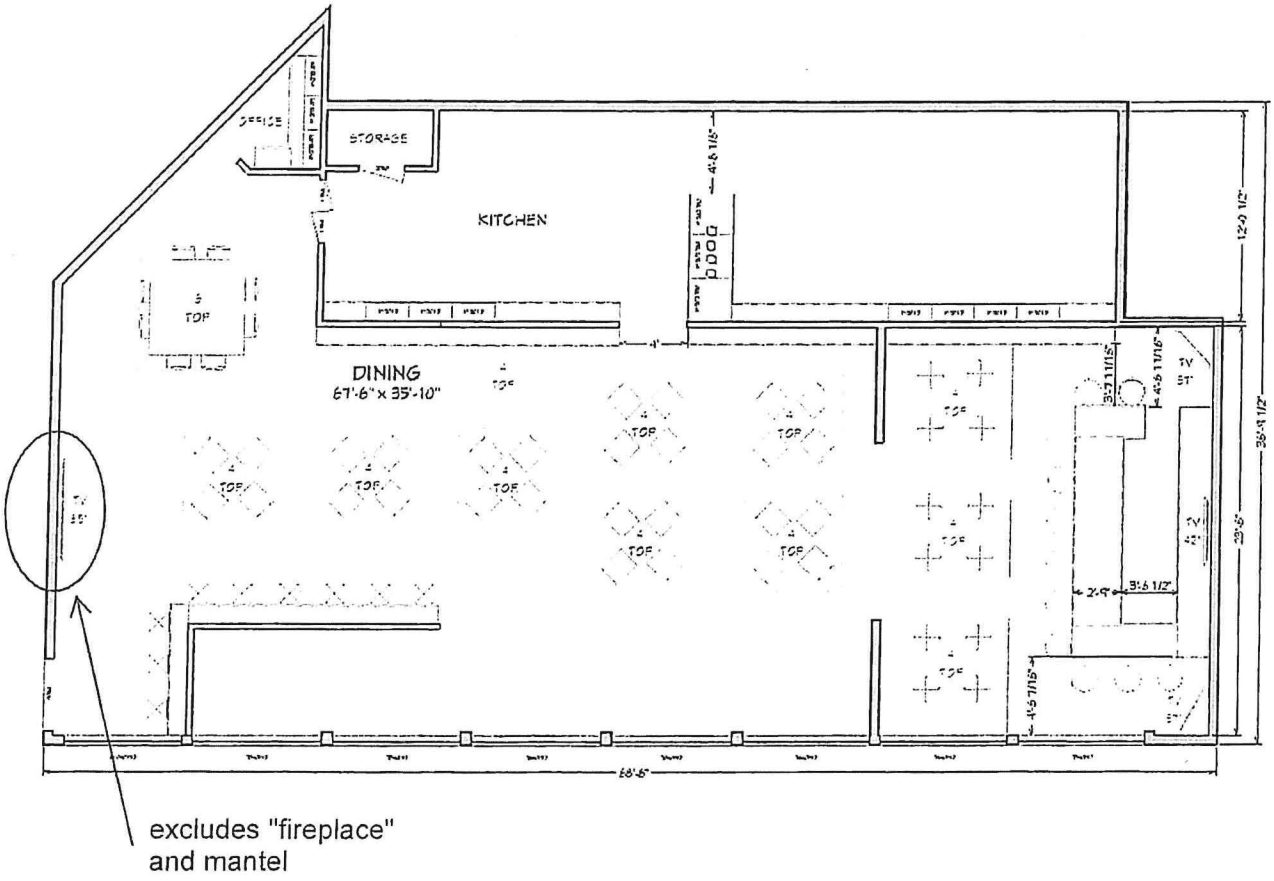


Exhibit B

2021 INVENTORY OF CITY-OWNED EQUIPMENT AND GOODS

LAGO VISTA GC GRILL INVENTORY 2021

TY	COLOR	DESCRIPTION	MFG.
	stainless	Beer keg cooler, 3 taps, 2 doors, true	BEVERAGE AIR
	red	Beverage cooler, 1 door	Coke Cola
	stainless	chaffing dish-stainless pan holders	various types
	stainless	Coffee/tea maker, missing decanter	BLOOMFIELD
	gray	Folding chairs	
	stainless	Fountain Drink Dispenser-Property of	Coke Cola
	stainless	Fryer single	VULCAN
	wood	High Chair for child	
	stainless	Ice tea maker/dispenser	BUNN
	Black	Microwave	Panisonic
	stainless	Pot, bean - heavy duty with lid	
	stainless	Prep table, 2 shelves	
	stainless	Prep table, 2 shelves	
TY	COLOR	DESCRIPTION	MFG.
	stainless	Prep tables, 2 shelves	
	white	Rack, wire, 3 shelves used for chips	
	green	Rack, storage, 3 shelves	
	stainless	Racks, storage, 4 shelves	
	stainless	Rack, storage, 4 shelves inside walk-in	
	stainless	Rack, storage, 4 shelves inside walk-in	
	stainless	Rack, storage, 3 shelves	
	stainless	Rack, storage, 5 shelves	
	stainless	Refrigerator, 2 door w lock	TRUE
	stainless	Refrigerated Prep table 2 doors	Maxx Cold
	stainless	refrigerator, for glasses/pitchers	TRUE
	stainless	Refrigerator/freezer, walk-in	KOOLCO
	stainless	Rotisserie, electric for hotdogs	SEAL-MAX
	stainless	shelf hanging on wall over dishwasher	
	wood	Shelves, hanging over counter	
	stainless	Stove-oven (6 eye, double oven	
	White / plastic	Tables, folding	
	stainless	Tray jacks	
	black	TV's, flat screen	Emerson

	Trumann Tufted Club Chair	Brown Leather	Charlton Home
	Bruno Coffee Table	Wood	Foundry Select
	Table and Seating - Bar height	Mahogany	Lancaster
	Table and Seating -	Mahogany Finish	Lancaster
	Laminate Table Top	Mahogany/Black	Attco
	Metal Table base	metal	Ace Mart
	Metal Table base	metal	Ace Mart
	30" Round Table Top	Mahogany/Black	Ace Mart
	Coctail Table Base Column	metal	Ace Mart
	Metal Table base	METAL	Ace Mart
	Hydraulic table glides		Ace Mart
	80 piece felt furnitute pads	felt	Wayfair
	Flat Grill	Metal	Ace Mart
	Grill Table	Metal	Ace Mart
	Plates (Large)	Black	IKEA
	Plates (Small)	Black	IKEA
	Sandwich Prep Table	Stainless	
	Ice maker commerical	Stainless	
	Beer cooler behind bar	Black	

CONCESSION SERVICES CONTRACT AND

LICENSE TO USE CITY FACILITIES AT LAGO VISTA MUNICIPAL GOLF COURSE

This Concession Services Contract (the "Agreement") is made and entered into on the 5th day of November, 2020 by the City of Lago Vista, Texas (hereafter referred to as the "City") and Dustin and Chelsea Martin, dba The Bunker Bar and Grill (hereafter referred to as the "Company").

Whereas, the City of Lago Vista is the owner of the Lago Vista Municipal Golf Course ("Golf Course") located at 4616 Rimrock Drive, Lago Vista, Texas; and

Whereas, the City of Lago Vista received a proposal to provide kitchen concession, restaurant, bar lounge and associated catering/dining facility maintenance service at the Golf Course and Club House from Company and City now desires to hire Company to develop, improve, manage, maintain, and operate the kitchen, restaurant, bar, and dining area at the Golf Course ("Concession Services"); and

Whereas the parties intend that this Agreement shall constitute a services agreement with regard to the Company providing Concession Services and the Company's use of City property, equipment, and facilities and provide the Company a license to enter and use certain city facilities located at the Golf Course, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED.** Company agrees to provide the Concession Services as further described in Section 7 of this Agreement at the Golf Course and Club House (collectively "Golf Course Premises") which shall include access to and use of the kitchen, restaurant, and club house, bar lounge, and associated catering/dining facility areas for the Golf Course Premises.

2. **TERM.** The initial term of this Agreement shall be for the one-year period commencing on 6 November 2020 and ending 6 November 2021. Provided that the Company is not in default under this Agreement, ninety (90) days prior to the expiration date of the Agreement and subject to approval by City Council, the parties may extend by mutual written agreement for a two (2) year term beginning on 7 November 2021 and ending on 7 November 2023 unless either party notifies the other in writing of its intent to not renew this Agreement at least sixty (60) days prior to the expiration of this Agreement. If the term is extended, the parties may consider increasing the amount of Compensation by the Consumer Price Index for urban areas, CPI-U, beginning on the anniversary date of this Agreement and if the cost of utilities under Section 14 increases more than twenty percent, (20%), then the Monthly Payment could be adjusted to cover such utility costs. The parties may consider additional terms for the extension of the Agreement by mutual agreement.

3. **CONSIDERATION.** Compensation during the initial one-year period shall be in the form of monthly payments ("Monthly Payment"). The Monthly Payment due to the City under this Agreement shall be $2,850 per month. Monthly Payments are due on the first (1st) day of each month. A $50.00 late fee shall be assessed upon each Monthly Payment not received by the City by the tenth (10th) day of the month.

City agrees that Company can pay a reduced monthly payment for the first two months of the Concession Services Agreement. Company shall pay $450 for the months of November 2020 and December 2020. Monthly payments are due on the first day of each month.

4. **FINANCES.** All revenue derived from the sale of food, beverage, on-site catering and other Concession Services by the Company as further described in Section 7 of this Agreement shall belong exclusively to the Company. This Agreement covers sales, events, and catering whether on or off the Golf Course Premises.

The City shall not be responsible whatsoever for any of the revenues of the Company derived from the services provided under this Agreement.

5. **FACILITIES/LICENSE TO ENTER.** Concession services under this Agreement shall be provided at the Golf Course and Club House located at 4616 Rimrock Drive, Lago Vista, Texas. The Company agrees that the Concession Facilities described herein are provided for the Company's use under this Agreement in 'as is' condition and no improvements shall be made to such facilities by either City or Company unless agreed to in writing by the Company and the City Finance Director.

a. The Concession Facilities shall be made available for Company's use for its exclusive occupation, management and operation under this Agreement and consists of the following areas and spaces:

1. Restaurant area, club house bar, lounge, kitchen, and storage areas, together with all equipment, fixtures, and furniture therein.
2. Kitchen cooking, preparation and utensil area
3. Kitchen food service, presentation, and beverage service counters
4. Kitchen concession sales receipts and customer service area
5. Kitchen dry goods, frozen goods, shelving and refrigerator storage area
6. Related dining areas

In addition, the Company shall have non-exclusive access to the entire Golf Course Premises for the purpose of selling food, snacks, sandwiches, soft drinks, alcoholic and

non-alcoholic beverages, and to all common areas, including driveways, parking, delivery areas and restrooms under the management and control of the City as allowed by State law.

b. The City hereby grants an exclusive license to Company to access to, enter, use, occupy, manage, maintain and operate in the Golf Course Premises for the Concession Services as further defined in Section 7 of this Agreement.

c. The area consisting of and including the Pro Shop and Pro Shop Office are expressly excluded from the Golf Course Premises that Company may use and not covered under or be a part of this Agreement.

7. **FACILITIES 'AS-IS' ONLY; NO WARRANTIES.** THE CITY OF LAGO VISTA EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE FACILITIES, INCLUDING BUT NOT LIMITED TO, THE FACILITIES' CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COUSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

8. **SCOPE OF SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.** The scope of Concession Services provided by the Company shall, at a minimum, include and provide for the following:

a. Healthy culinary products, meals, and beverages for the restaurant, bar, lounge, and onsite catering service for the golfing community and the general public at a reasonable price and in sufficient quantity.
b. A system of product and service delivery and associated sanitary disposal that meets or exceeds customer expectations.
c. An atmosphere of product and service delivery, and related sanitary disposal that meets or exceeds customer expectations.
d. A clean, sanitary, and healthy system of physical plant maintenance and operations which conforms to all City, County, State, and Federal building, food service, restaurant operations, malt beverage/liquor dispensing regulations and health codes.
e. A food, beverage, and concession service level which services the patronage of the golfing community and general public by showing an increase in patronage by 3% or more
f. Experienced and professional management staff who can perform all required Concession Services, including, but not limited to, order, purchase, dispense, inventory, track, control, and handle waste stream of all products, materials, and supplies in the Golf Course Premises and perform the related maintenance functions. The Company shall designate an on-site manager to be the point of contact for daily operations of the Concession Services provided under this Agreement.

g. An operation which maximizes revenues to both the Company and the City of Lago Vista.

8. **SALE OF ALCOHOLIC BEVERAGES.** The Company shall apply for its own Beer and Wine or Mixed Beverage License within 30 days of the execution of this Agreement. All alcohol purchases, taxes, reports, and accountability shall be under the control of and the sole responsibility of the Company.

9. **EXCLUSIVE CONCESSION RIGHTS.** Except as otherwise provided for in this Agreement, Company shall have the exclusive right to use the Concession Facilities as specified in this Agreement for the purpose of providing concession services at the Golf Course Premises. The Company agrees that Special Event Permit holders shall use the Back-Patio area as allowed by the Special Event Permit.

10. **CITY-OWNED PROPERTY AND FACILITIES**. Unless otherwise provided in this Agreement, the City maintains ownership of the Concession Facilities and the Company shall have no ownership, claim, or interest in the Concession Facilities at any time or any insurance proceeds received by the City from damage, destruction, theft or loss of any Facilities due to any cause.
   a. The Company shall provide all equipment, supplies, personnel and other goods and services necessary to provide standard concession operations at its sole expense as required by this Agreement, except as otherwise provided in this agreement.
   b. The signs and advertising used by the Company shall be approved by the City, at their reasonable discretion, prior to the installation or distribution.
   c. The City shall provide the Concession Facilities in an 'as is' condition unless otherwise specified, along with all existing equipment and fixtures, including, but not limited to, kitchen fixtures and furnishings, cooking utensils, cooking space, serving utensils, service space, office space, dry good storage space, frozen food storage space, dining tables, dining seats, and dining chairs. Existing food and beverage inventory, if any, may be purchased from the City at cost if the Company is able to use such inventory in its planned menu offering.
   d. The Company shall use City-owned property and concession equipment only for providing authorized services as set forth under this Agreement
   e. The major repair or replacement of any City-owned concession equipment, fixtures, facilities or personal or real property at the Golf Course Premises, and the Concession Facilities, shall be done at the City's discretion and at City's cost. The Company shall not suffer, allow, or permit the concession equipment or City-owned property to be damaged and shall promptly pay the City for repair or replacement costs of all damage to City-owned concession equipment and property resulting from the Company's use

of such concession equipment and property, except for reasonable wear and tear, upon written notice by the City.

f. The Company shall maintain and perform minor repairs to all Concession Facilities and equipment, fixtures, facilities or other personal property located at the Concession Facilities at its sole cost in a clean, sanitary, and orderly condition, free of debris, litter, filth, and offensive material, and in strict compliance with applicable laws, ordinances, and rules and the regulations of any health authority.

g. All City-owned property shall remain City-owned and any and all equipment or property purchased by the Company shall remain Company owned unless otherwise stated in this Agreement or agreed upon by both parties.

11. QUALITY OF SERVICE. The Company agrees that the concession services rendered shall be in compliance with this Agreement. All food, drinks, confectionery and the like sold or kept for sale shall be wholesome and pure and shall conform in all respects to the federal, state, and municipal food and other laws and regulations, including all applicable food handling and service safety regulations and requirements. No imitation, adulterated or misbranded item shall be sold or kept for sale. All merchandise kept for sale shall be stored and handled with due regard for condition and sanitation.

12. MAINTENANCE OF FACILITIES. Company shall clean and maintain the Concession Facilities at Company's sole expense. Company shall adopt and maintain a maintenance and cleaning schedule for the Facilities.

13. PERSONNEL.

a. The Company shall provide an adequate number of trained personnel to staff and operate the Concession Facilities and to provide the services as set forth under this Agreement at all times the Facilities are open. Company's failure to provide adequate staffing as the parties have agreed, or in the absence of an agreement, in the City's reasonable discretion and trained personnel as required herein shall constitute a default of this Agreement.

b. Company shall ensure that all employees, personnel, or contractors under Company's control are adequately trained in food safety and handling procedures. All Company employees, personnel, or contractors under Company's control shall be dressed in neat, clean and appropriate attire, professional in appearance, as determined by the Golf Course Manager and shall treat all patrons, City representatives and all other persons in a respectful and professional manner. Cut off jean shorts, spandex shorts, leather mini skirts, and sleeveless shirts for men are expressly prohibited. Company shall also ensure that its employees do not use or possesses any alcoholic beverages or other intoxicating beverages, illegal drugs or controlled substances at the Concession Facilities.

c. Company shall comply with all federal, state and local laws, including but not limited to, federal and state wage and hour laws requirements and obligations, such as working hours and conditions, leave time, overtime, payment of all applicable taxes, unemployment and workers compensation coverage, compliance with immigration documentation, and deductions from employee pay.

14. **UTILITIES**. The City shall provide the Concession Facilities with water, electricity, garbage pickup, and sewer service. The Company shall take all action necessary to ensure that these utilities are being used at the most cost-effective means possible, and that no waste occurs. In the event, the cost of these utility services increases more than twenty percent (20%), the parties shall agree to meet to consider an adjustment in the Monthly Payment for the utility increase. Company shall be responsible for and shall pay for any necessary natural or propane service or supplies, as well as all telephone and internet services and any other utilities for the Concession Facilities not expressly paid by the City in this Agreement.

15. **HOURS OF OPERATION**. At a minimum the Company shall ensure that the Concession Facilities are open for business and are available to customers seven (7) days a week between the hours of 7:00 a.m. and 4:00 p.m. Company may alter operational hours to open with the first scheduled tee time of the day. Any change in hours shall be coordinated with the Golf Course Director and shall be clearly posted on the clubhouse doors for patrons to see. Company's failure to observe and maintain the minimum agreed upon operating hours and conditions shall constitute a default of this Agreement.

16. **COMPLIANCE WITH LOCAL, STATE, AND FEDERAL RULES AND REGULATIONS.** Company and its officers, agents and employees shall at all times comply with all local, state, and federal rules, regulations, and requirements, codes, and laws. Company must obtain and maintain all required operational permits, licenses, fees, and taxes. Payment of any required governmental fees, licenses, and taxes shall be the obligation and responsibility of the Company.

17. **NONDISRIMINATION.** The Company **and its officers, agents and employees** shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin or any other person in a federally protected class.

18. **INSURANCE**. The Company shall maintain insurance in the following amounts:

General Liability Insurance	$500,000 per claim or occurrence	$1,000,000 for all claims arising out of a single transaction or per occurrence
Property Damage Insurance	$250,000 per occurrence	
Workers Compensation Insurance	In the amounts that meet the requirements as set forth by State law	

Company also agrees to furnish comprehensive general liability coverage providing bodily injury, personal injury, property damages including products liability and complete operation coverage against any and all claims and losses arising out of any operations of the Company, including occupancy of the premises, sale, gift, serving, handling, or dispensing of any product.

Company shall provide the City with certificates evidencing such insurance coverage and the City shall be listed as an additional insured. Such certificate shall provide the City with thirty (30) days advance notice of any cancellation, material change, reduction of coverage, or nonrenewal. The City shall be provided with a copy of the appropriate riders evidencing that the City is included as an additional insured to the above required policies.

19. TERMINATION.

a. *Termination for Convenience*. Lago Vista City Council may terminate this Agreement for convenience with ninety (90) days written notice to the Company.

b. *Termination for Cause*. This Agreement may be terminated if the Company fails to provide the compensation and other consideration to the City as provided in Section 3 of this Agreement.

c. *Defaults with Opportunity for Cure.* Should Company default in the performance of this Agreement in a manner stated below, City shall deliver written notice of said default specifying such matter(s) in default.

   i. In the event of an act of default due to a failure to provide adequate personnel to operate the Concession Facilities as required under Section 13, or due to a failure to maintain agreed hours of operation as required under Section 15, Company shall have no more than five (5) business days to cure such default.

   ii. For all other acts of default, Company shall have ten (10) business days after receipt of the written notice, in accordance with Section 23.

   iii. If Company fails to cure the default within the specified cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another Company to complete the work required in this Agreement.

d. *Termination By Law.* If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

e. *Termination not sole remedy.* In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Company for any default hereunder or other action.

20. **INDEMNITY**. The Company agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City and its past, present and future officers, directors, agents, employees, and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from or based upon intentional or negligent acts or omissions on the part of the Company, its officers, directors, agents, representatives, employees, members, visitors, invitees, contractors and subcontractors which may arise out of or result from the Company's occupancy or use of the facilities, concession equipment, and City-owned property and/or activities conducted in connection with or incidental to this Agreement. The Company shall also indemnify the City and its officers, directors, agents, representatives and employees against any and all mechanics' and materialmen's liens or any other types of liens imposed upon City-owned property arising as a result of the Company's conduct or activity. This indemnity provision shall apply regardless of the nature of the injury or harm alleged, whether for injury or death to persons or damage to property, or whether such claims are alleged as common law, statutory or constitutional claims, or otherwise. This indemnity provision shall apply whether the basis for claims, suit, demand, and/or action may be attributable in whole or in part to the Company, or to any of its agents, representatives, employees, members, visitors, contractors, and subcontractors, or to anyone directly or indirectly employed by any of them.

21. **GOVERNMENTAL IMMUNITY**. Nothing in this agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or its employees, nor to create any legal rights or claims on behalf of any third party. Neither the City, nor its employees waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

22. **INDEPENDENT CONTRACTOR.** The Company expressly agrees that during the term of this Agreement, neither the Company nor any of its employees, personnel, or any of its contractors, is nor shall ever be considered an employee of the City; the Company is an independent contractor, and in this regard the Company, its employees, personnel, or any contractors will not be within the protection of the coverage of the City's Workers Compensation coverage or other Insurance.

23. **NOTICES.** Any notice required or desired to be given under this Agreement shall be in writing with copies directed as indicated and shall be personally delivered or given by mail. Any notice given shall be deemed to have been given when hand delivered or, if mailed, as of seventy-two (72) hours from the time when notice was deposited in the United States mails (certified or registered, return receipt requested, postage prepaid), addressed to the party to be served with a copy as indicated herein. Either party may change its address for purposes of notice by giving notice of such change of address to the other part in accordance with the provisions of this section.

POINT OF CONTACT FOR CITY

Chris Godwin, General Manager
4616 Rimrock Drive
Lago Vista, TX 78645
CGodwin@Lago-Vista.org
512-267-1170

POINT OF CONTACT FOR COMPANY

Dustin Martin
Owner
20602 Hoover Cove
Lago Vista, TX 78645
Dustinm61@gmail.com
512.673.9940

24. **ON-SITE MANAGER/DAILY OPERATIONS POINT OF CONTACT**

Dustin Martin
Owner
Dustinm61@gmail.com
512.673.9940

Any changes to the On-site Manager/Daily Operations Point of Contact must be sent to the City Finance Director in writing within 48 hours of the change.

25. **AMENDMENTS AND CHANGES.** No alteration, addition, or amendment to the terms of this Agreement shall be made except by a formal written amendment hereto, executed by both the Company and the City.

26. **WAIVERS.** No waiver of any provision hereof shall be implied from the conduct of the parties. Failure of the City to enforce any and all violations of ordinances or this Agreement

shall not constitute a continuing waiver of such breach or of a subsequent breach or the same or a different provision or ordinance. Any such waiver must be in writing and must be signed by the party against which such waiver is sought to be enforced. The consent by the City to any matter or event requiring such consent shall not constitute a waiver of the necessity for such consent to any subsequent matter or event.

27. **ORAL AND WRITTEN AGREEMENTS.** Any and all agreements heretofore made, if any, between the parties regarding the subject matter of this Agreement have been reduced to writing and are contained herein. This Agreement states the sole and exclusive terms of agreement between the parties regarding the subject matter of this Agreement, and any and all prior agreements, regarding such subject matter, not set forth herein are null and void.

28. **TEXAS LAW GOVERNS.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall lie exclusively in Travis County, Texas.

29. **TRANSFERABILITY OF AGREEMENT.** No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by the Company without express written consent of the City.

30. **SEVERABILITY.** In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

31. **THIRD PARTY BENEFICIARIES.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to the City nor to create any legal rights or claims, contractual or otherwise, on behalf of any third party.

32. **JOINT VENTURE.** This Agreement shall not be construed to establish a partnership, joint venture, agency, or joint enterprise, express or implied, nor any employer-employee or borrowed servant relationship by and among the parties hereto. Nor shall this agreement be construed to create or grant rights, contractual or otherwise, to any other person or entity not a party to this Agreement. Each party shall remain solely responsible for the proper direction of its employees and an employee of one shall not be deemed an employee or borrowed servant of the other for any reason.

33. **EFFECTIVE DATE.** This Contract shall be effective upon execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their officers thereunto duly authorized as of the date herein first written.

(Signature Pages to Follow)

CITY OF LAGO VISTA

By: _____
Joshua Ray, City Manager

Date: 11/6/2020

ATTEST:

Sandra Barton
Sandra Barton, City Secretary

COMPANY: The Bunker Bar & Grille

By: _____

Printed Name: Dustin Martin

Title: Owner

Date: 11/9/20

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 9th day of November, 2020, by Dustin Martin, the Owner/Sandra Barton of Bunker Bar + Grill

FIFTH AMENDED CONCESSION SERVICES CONTRACT AND LICENSE TO USE

CITY FACILITIES AT LAGO VISTA MUNICIPAL GOLF COURSE

This Fifth Amended Concession Services Contract (the "Agreement") is made and entered into on this 19th day of November, 2026, by the City of Lago Vista, Texas (hereafter referred to as the "City") and Dustin and Chelsea Martin, owners of The Dugout Group LLC, doing business as The Bunker Bar and Grille (hereafter referred to as the "Company").

Whereas, the City of Lago Vista is the owner of the Lago Vista Municipal Golf Course ("Golf Course") located at 4616 Rimrock Drive, Lago Vista, Texas; and

Whereas, Company has provided kitchen concession, restaurant, bar lounge and associated catering/dining facility maintenance services at the Golf Course and Club House; and

Whereas, the City of Lago Vista and Company entered into a Concession Services Agreement in November 2020 for an initial one-year term set to expire on November 6, 2021 (the "Original Agreement"); and

Whereas, on November 4, 2021, the City Council agreed to amend the agreement to extend the term for thirty (30) days (the "First Amended Agreement") to allow for additional contract negotiations; and

Whereas, the City and the Company entered into a Second Amended Agreement on or around the 6th of December, 2021 making certain changes to the First Amended Agreement (the "Second Amended Agreement"); and

Whereas, the City and the Company entered into a Third Amended Agreement on or around February 16, 2023 making certain changes to the Second Amended Agreement

Whereas, the City and the Company entered into a Fourth Amended Agreement on or around December 6, 2024 making certain changes to the Third Amended Agreement

WHEREAS, the parties desire to revise the terms of the fourth Amended Agreement for continuation of Concession Services at the Golf Course to extend the term; and

Whereas the parties intend that this Agreement shall supersede the prior agreements and shall constitute a services agreement with regard to the Company continuing to provide Concession Services, the Company's continued use of City property, equipment, and facilities and continuation of the license to enter and use certain city facilities located at the Golf Course, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED.** Company agrees to provide the Concession Services as further described in Sections 7 and 8 of this Agreement at the Golf Course and Club

House (collectively "Golf Course Premises") which shall include access to and use of the kitchen, restaurant, and club house, bar lounge, and associated catering/dining facility areas for the Golf Course Premises.

2. **TERM.** The term of this Agreement shall be for the three (3) year period commencing on December 6, 2026 and ending December 6, 2029. Provided that the Company is not in default under this Agreement ninety (90) days prior to the expiration date herein. Subject to approval by City Council, the parties may extend by mutual written agreement for two (2) additional one (1) year terms. Either party shall notify the other in writing of its intent to not renew this Agreement at least sixty (60) days prior to the expiration of this Agreement. If the term is extended, the parties may consider increasing the amount of Compensation by the Consumer Price Index for urban areas, CPI-U, beginning on the anniversary date of this Agreement and if the cost of utilities under Section 14 increases more than twenty percent, (20%), then the Monthly Payment could be adjusted to cover such utility costs. The parties may consider additional terms for the extension of the Agreement by mutual agreement.

3. **CONSIDERATION.** Compensation during the term of this Agreement shall be in the form of monthly payments ("Monthly Payment").

a. The Monthly Payment due to the City under this Agreement shall be $2,850 per month. Monthly Payments are due on the first (1st) day of each month. A $50.00 late fee shall be assessed upon each Monthly Payment not received by the City by the tenth (10th) day of the month.

4. **FINANCES AND REPORTING.** All revenue derived from the sale of food, beverage, on-site catering and other Concession Services by the Company as further described in Sections 7 and 8 of this Agreement shall belong exclusively to the Company.

a. The City shall not be responsible whatsoever for any of the revenues of the Company derived from the services provided under this Agreement.

b. Company agrees to keep records of monthly Net Sales and remit Reports thereof to the City on or before the last day of the month, detailing the total Net Sales for the month prior. The first report is due on or before January 31, 2026, for the period beginning on the effective date of the fourth Amended Agreement and ending on December 31, 2029.

c. **"Gross Sales"** means the actual sales or price of all food, liquor, dining services, private events, catering, carry-out food service, food delivery services, goods, wares, and merchandise sold, leased, rented, licensed, or delivered, and the actual charges for all food and liquor sold and services performed by Company in, at, from, or arising out of the use of the Premises, whether cash, credit, exchange, or otherwise. Gross Sales shall include, without limitation, sales, rentals, and services: (i) when the order for any of the foregoing originates in, at, from, or arising out of the use of the Premises, whether delivery or performance is made from the Premises or from some other place; (ii) made or performed by mail, telephone, telegraph, electronic mail, text, app, video, internet, electronic video, computer orders, and/or future technological means; (iii) made or performed by mechanical or other vending devices in the

Premises; and/or (iv) that Company in the normal and customary course of its business would credit or attribute to its operations in any part of the Premises. Any deposit that is not refunded shall be included in Gross Sales. Gross Sales shall not be reduced by any franchise, occupancy, capital stock, income, or similar tax based on income or profits.

d. The definition of "Gross Sales" shall **exclude** the following:

1. tips or gratuities;

2. municipal, city, county, State, or federal sales, use, gross receipts, liquor, restaurant, or excise taxes on sales or services rendered from the Premises where such taxes are added to the price, are stated separately in the bill, and are paid by Company directly to the applicable governmental agency;

3. any exchange of food stocks, inventory, produce, ingredients, raw stocks, produce, fresh or frozen fruits and vegetables, dry groceries, meat, poultry, seafood, goods, and/or merchandise between the restaurants of Company where such exchange of the foregoing is made solely for the convenient operation of the business of Company and not for the purpose of consummating a sale which has theretofore been made in, on, or from the Premises, or for the purpose of depriving Landlord of the benefit of a sale which otherwise would be made in, at, from, or arising out of the use of the Premises;

4. the amount of returns to shippers, vendors, suppliers, and/or manufacturers;

5. receipts from vending machines installed for the use of Company's employees;

6. gift certificates or vouchers until the time that the foregoing have been redeemed;

7. insurance proceeds or credits received for the settlement of damage, accident, loss, or destruction to Company's Personal Property, food stocks, inventory, produce, ingredients, raw stocks, produce, fresh or frozen fruits and vegetables, dry groceries, meat, poultry, seafood, goods, and/or merchandise;

8. condemnation proceeds;

9. bulk sales not in the ordinary course of Tenant's business;

10. sales at a discount or non-cash donations to non-profit, charitable, or religious organizations, but any profit that Tenant receives from the foregoing shall be included in Gross Sales;

11. any promotional sales to third parties;

12. the amount of any cash or credit refund made upon any sale or service;

13. sales by Company of machinery, furniture, equipment, Personal Property, fixed assets, and/or trade fixtures;

14. discounts to employees for employee meals;

15. the amount of any cash or credit refund made upon any sale in, at, from, or arising out of the Premises previously included in Gross Sales hereunder, not to exceed the sum so previously included, where the meal or merchandise sold is thereafter returned by the customer or refunded to the customer and accepted by Company;

16. all sums received by Company for lost, spoiled, and damaged products, including but not limited to food stocks, inventory, produce, liquor, ingredients, raw stocks, fresh or frozen fruits and vegetables, dry groceries, meat, poultry, seafood, goods, and/or merchandise;

17. withholding taxes collected from employees;

18. appreciation of Company's property;

19. loans received by Company;

20. the sale, transfer, or exchange of the business of Company;

21. bad debts of Company;

22. off-site operations or catering revenues for food that is not prepared and provided to customers at the Premises;

23. complimentary meals or samples offered for promotional purposes;

24. rent or fees paid to Tenant by a subtenant, licensee, or concessionaire;

25. shipping and delivery charges;

26. fees and/or charges paid directly to credit card issuers;

27. fees paid by Company to banks in connection with the acceptance of customers' ATM or debit cards;

28. the net amount of any discounts or rewards allowed to any organization or to any customer pursuant to any customary and reasonable policy adopted by Tenant; and

29. discounts for children's meals.

"**Net Sales**" means Gross Sales minus customer discounts, minus customer refunds.

5. FACILITIES/LICENSE TO ENTER. Concession Services under this Agreement shall be

provided at the facilities shown in Exhibit A, and located at the Golf Course and Club House located at 4616 Rimrock Drive, Lago Vista, Texas (the "Concession Facilities"). For purposes of this Agreement, the "Concession Facilities" shall include non-exclusive access to (1) the bathrooms adjacent to the restaurant area shown in Exhibit A, and (2) the concrete patio area adjacent to the Golf Course and Club House (the "Back Patio Area"). The Company's maintenance obligations shall apply to the Concession Facilities, but patrons of the golf course who are not customers of the Company may access and use these areas at all times on a non-exclusive basis, and the City may, upon reasonable prior notice to the Company, restrict the use of the Back Patio Area to accommodate golf tournaments or other events held at the golf course. The Company agrees that the Concession Facilities reflected in Exhibit A attached hereto and as further described herein are provided for the Company's use under this Agreement in 'as is' condition and no improvements shall be made to such facilities by either City or Company unless agreed to in writing by the Company and the City Manager. Any improvements to such facilities shall be performed at the sole cost of the Company. In addition to all other obligations in this Agreement, the Company agrees to build any soundproofing between the Concession Facilities and other parts of the Golf Course and Golf Course Premises that the City reasonably determines to be necessary or advisable. To this end, and in addition to any other improvements that the City may reasonably deem necessary, the Company agrees to construct soundproofing improvements to the wall between the Concession Facilities and the adjacent pro shop promptly following the Effective Date of this Agreement.

Subject to the terms of the prior paragraph, the Concession Facilities reflected in Exhibit A shall be made available for Company's use for its exclusive occupation, management and operation under this Agreement and includes the area reflected in Exhibit A and as further described below:

a. Restaurant area, club house bar, lounge, kitchen, and storage areas, together with all equipment, fixtures, and furniture therein.

b. Kitchen cooking, preparation and utensil area

c. Kitchen food service, presentation, and beverage service counters

d. Kitchen concession sales receipts and customer service area

e. Kitchen dry goods, frozen goods, shelving and refrigerator storage area

f. Related dining areas

In addition, the Company shall have non-exclusive access to the entire Golf Course Premises, including the Back Patio Area, for the purpose of selling food, snacks, sandwiches, soft drinks, alcoholic and non-alcoholic beverages, and to all common areas, including driveways, parking, delivery areas and restrooms under the management and control of the City in each case as allowed by State law. Except as specified in Section 9 below, the City hereby grants an exclusive license to Company to access, enter, use, occupy, manage, maintain and operate in the Golf Course Premises for the Concession Services as further defined in Sections 7 and 8 of this Agreement. The area consisting of

and including the Pro Shop and Pro Shop Office are expressly excluded from the Golf Course Premises that Company may use and not covered under or be a part of this Agreement.

6. FACILITIES 'AS-IS' ONLY, NO WARRANTIES. THE CITY OF LAGO VISTA EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE FACILITIES, INCLUDING BUT NOT LIMITED TO, THE FACILITIES' CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COUSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. THIS WAIVER INCLUDES, BUT IS NOT LIMITED TO, ANY CONDITION CAUSED BY THE NEGLIGENCE OF THE CITY.

7. SCOPE OF SERVICES TO BE PROVIDED UNDER THIS AGREEMENT. The scope of Concession Services provided by the Company shall, at a minimum, include and provide for the following:

a. Healthy culinary products, meals, and beverages for the restaurant, bar, lounge, and onsite catering service for the golfing community and the general public at a reasonable price and in sufficient quantity.

b. A system of product and service delivery and associated sanitary disposal that meets or exceeds customer expectations.

c. An atmosphere of product and service delivery, and related sanitary disposal that meets or exceeds customer expectations.

d. A clean, sanitary, and healthy system of physical plant maintenance and operations which conforms to all City, County, State, and Federal building, food service, restaurant operations, malt beverage/liquor dispensing regulations and health codes.

e. A food, beverage, and concession service level which services the patronage of the golfing community and general public including continued marketing efforts to increase patronage.

f. Experienced and professional management staff who can perform all required Concession Services, including, but not limited to, order, purchase, dispense, inventory, track, control, and handle waste stream of all products, materials, and supplies in the Golf Course Premises and perform the related maintenance functions. The Company shall designate an on-site manager to be the point of contact for daily operations of the Concession Services provided under this Agreement.

g. An operation which maximizes revenues to both the Company and the City of Lago Vista.

The Company may, in addition to those Concession Services required to be provided hereunder, conduct weekly events from the Concession Facilities (but not from the Back Patio Area nor anywhere outside of the Concession Facilities) including (i) karaoke, and, (ii) if properly licensed by the Texas Lottery Commission and only in accordance with such license,

bingo activities. Company shall conduct all such events strictly in accordance with state law and local ordinances, and Company shall take all necessary precautions to prevent any excessive noise or other nuisance caused by such events. If the City Manager determines, in her sole discretion, that unreasonable noise, smells, or other nuisances are caused by such events, the City Manager may prohibit any further events until the City Council reviews the nature of such nuisance, and after a hearing, decides whether to continue allowing all or any of such events. If the City Council determines, after such hearing, that one or more of the events causes a nuisance that is unlikely to be mitigated by future actions of the Company, the City Council may prohibit all or any of such future events.

8. SALE OF ALCOHOLIC BEVERAGES. The Company shall maintain its own Beer and Wine or Mixed Beverage License through the Texas Alcoholic Beverage Commission for the duration of the Agreement. All alcohol purchases, taxes, reports, and accountability shall be under the control of and the sole responsibility of the Company.

9. EXCLUSIVE CONCESSION RIGHTS. Except as otherwise provided for in this Agreement, Company shall have the exclusive right to use the Concession Facilities as specified in this Agreement for the purpose of providing food and beverage concession services at the Golf Course Premises. The Company agrees that Special Event Permit holders shall use the back-patio area (as shown in Exhibit A) as allowed by the Special Event Permit and may use outside caterers for the event.

10. CITY-OWNED PROPERTY AND FACILITIES. Unless otherwise provided in this Agreement, the City maintains ownership of the Concession Facilities and equipment as described in Exhibit B attached hereto. The Company shall have no ownership, claim, or interest in the Concession Facilities at any time or any insurance proceeds received by the City from damage, destruction, theft or loss of any Facilities due to any cause.

a. The Company shall provide all equipment, supplies, personnel and other goods and services necessary to provide the Concession Services and standard concession operations at its sole expense as required by this Agreement, except as otherwise explicitly provided in this Agreement. The signs and advertising used by the Company shall be approved by the City, at their reasonable discretion, prior to the installation or distribution.

b. The City shall provide the Concession Facilities in an 'as is' condition unless otherwise specified, along with all existing equipment and fixtures, including, but not limited to, kitchen fixtures and furnishings, cooking utensils, cooking space, serving utensils, service space, office space, dry good storage space, frozen food storage space, dining tables, dining seats, and dining chairs. Existing food and beverage inventory, if any, may be purchased from the City at cost if the Company is able to use such inventory in its planned menu offering.

c. The Company shall use City-owned property and concession equipment only for providing authorized services as set forth in this Agreement.

d. The major repair or replacement of any City-owned concession equipment, fixtures, facilities or personal or real property at the Golf Course Premises, and the Concession

Facilities, shall be done at the City's discretion and at City's cost unless otherwise approved by City Council Notwithstanding the foregoing, the Company shall not suffer, allow, or permit the concession equipment or City-owned property to be damaged and shall promptly pay the City for repair or replacement costs of all damage to City-owned concession equipment and property resulting from the Company's use of such concession equipment and property, except for reasonable wear and tear, upon written notice by the City. Further notwithstanding the foregoing, Company agrees to build any soundproofing between the Concession Facilities and other parts of the Golf Course and Golf Course Premises that the City reasonably determines to be necessary or advisable.

e. The Company shall maintain and perform minor repairs to all Concession Facilities and equipment, fixtures, facilities or other personal property located at the Concession Facilities at its sole cost in a clean, sanitary, and orderly condition, free of debris, litter, filth, and offensive material, and in strict compliance with applicable laws, ordinances, and rules and the regulations of any health authority. Should the company fail to maintain or perform minor repairs as stated above, the City, may in its sole discretion, perform such maintenance or repair and, within thirty days after written demand, the Company shall pay to the City all costs incurred by the City in the performance thereof.

f. All City-owned property shall remain City-owned and any and all equipment or property purchased by the Company shall remain Company owned unless otherwise specified herein or by separate agreement executed by the parties.

11. QUALITY OF SERVICE. The Company agrees that the concession services rendered shall be in compliance with this Agreement. All food, drinks, confectionery and the like sold or kept for sale shall be wholesome and pure and shall conform in all respects to the federal, state, and municipal food and other laws and regulations, including all applicable food handling and service safety regulations and requirements. No imitation adulterated or misbranded item shall be sold or kept for sale. All merchandise kept for sale shall be stored and handled with due regard for condition and sanitation.

12. MAINTENANCE OF FACILITIES. Company shall clean and maintain the Concession Facilities as reflected in Exhibit A attached hereto and including the attached restrooms and Back Patio Area at Company's sole expense. Company shall adopt and maintain a maintenance and cleaning schedule for such facilities.

13. PERSONNEL.

a. The Company shall provide an adequate number of trained personnel to staff and operate the Concession Facilities and to provide the services as set forth under this Agreement at all times the Concession Facilities are open. Company's failure to provide adequate staffing as the parties have agreed, or in the absence of an agreement, in the City's reasonable discretion and trained personnel as required herein shall constitute a default of this Agreement.

b. Company shall ensure that all employees, personnel, or contractors under Company's control are adequately trained in food safety and handling procedures.

All personnel shall have a valid Texas Food Handler Card and TABC Certification, and shall otherwise comply with state and federal law. Company shall also ensure that its employees do not use or possesses any alcoholic beverages or other intoxicating beverages, illegal drugs, or controlled substances at the Concession Facilities.

c. Personnel shall treat all patrons, City representatives and all other persons in a respectful and professional manner.

d. All Company employees, personnel, or contractors under Company's control shall be professional in appearance, dressed in neat and clean clothing, free of holes, tears or other signs of wear. Attire should include displaying the Company logo or insignia on a shirt or name tag and slacks, khakis, jeans or hemmed shorts.

e. Company shall comply with all federal, state, and local laws, including but not limited to, federal and state wage and hour laws requirements and obligations, such as working hours and conditions, leave time, ove1iime, payment of all applicable taxes, unemployment and workers compensation coverage, compliance with immigration documentation, and deductions from employee pay.

14. UTILITIES. The City shall provide the Concession Facilities with water, electricity, garbage pickup, and sewer service. These utilities shall only be used in the provision of Concession Services, or as otherwise explicitly allowed under this Agreement. The Company shall take all action necessary to ensure that these utilities are being used at the most cost-effective means possible, and that no waste occurs. In the event, the cost of these utility services increases more than twenty percent (20%), the parties shall agree to meet to consider an adjustment in the Monthly Payment for the utility increase. Company shall be responsible for and shall pay for any necessary natural or propane service or supplies, as well as all telephone and internet services and any other utilities for the Concession Facilities not expressly paid by the City in this Agreement.

15. HOURS OF OPERATION. At a minimum the Company shall ensure that the Concession Facilities are open for business and are available to customers seven (7) days a week as follows:

Monday- Thursday: 9:00 a.m. to 4:00 p.m.
Friday - Sunday: 7:30 a.m. to 4:00 p.m. (May through September)
Friday – Sunday: 9:00 a.m. to 4:00 p.m. (October through April)
Holidays: 7:30 a.m. to 4:00 p.m.

Notwithstanding the foregoing, Concession Facilities are not required to be open on any Monday that the Golf Course is closed. Any change in hours shall be coordinated with the Golf Course Director and shall be clearly posted on the clubhouse doors for patrons to see. Company's failure to observe and maintain the minimum agreed upon operating hours and conditions shall constitute a default of this Agreement.

16. COMPLIANCE WITH LOCAL, STATE, AND FEDERAL RULES AND REGULATIONS.

Company and its officers, agents and employees shall at all times comply with all local, state, and federal rules, regulations, and requirements, codes, and laws. Company must obtain and maintain all required operational permits, licenses, fees, and taxes. Payment of any required governmental fees, licenses, and taxes shall be the obligation and responsibility of the Company. Company shall ensure that no person under the age of 18 is permitted behind the bar or in the kitchen during working hours, except in compliance with: Texas Alcoholic Beverage Code Section 106.09, Employment of Minors; Texas Labor Code, Chapter 51, Employment of Children; Chapter 817 of Title 40 of the Texas Administrative Code, Child Labor; and Part 570 of Title 29, Code of Federal Regulations, Child Labor Regulations.

17. NONDISCRIMINATION. The Company **and its officers, agents and employees** shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin or any other person in a federally protected class.

18. INSURANCE. The Company shall maintain insurance in the following amounts:

General Liability Insurance	$500,000 per claim or occurrence	$1,000,000 for all claims arising out of a single transaction or per occurrence
Property Damage Insurance	$250,000 per occurrence	
Workers Compensation Insurance	In the amounts that meet the requirements as set forth by State law	

Company also agrees to furnish comprehensive general liability coverage providing bodily injury, personal injury, property damages including products liability and complete operation coverage against any and all claims and losses arising out of any operations of the Company, including occupancy of the premises, sale, gift, serving, handling, or dispensing of any product.

Company shall provide the City with certificates evidencing such insurance coverage and the City shall be listed as an additional insured. Such certificate shall provide the City with thirty (30) days advance notice of any cancellation, material change, reduction of coverage, or nonrenewal. The City shall be provided with a copy of the appropriate riders evidencing that the City is included as an additional insured to the above required policies.

19. TERMINATION.

a. *Termination for Cause.* This Agreement may be terminated if the Company fails to provide the compensation and other consideration to the City as provided in Section

3 of this Agreement.

b. *Defaults with Opportunity for Cure.* Should Company default in the performance of this Agreement in a manner stated below, City shall deliver written notice of said default specifying such matter(s) in default.

1. In the event of an act of default due to a failure to provide adequate personnel to operate the Concession Facilities as required under Section 13, or due to a failure to maintain agreed hours of operation as required under Section 15, Company shall have no more than five (5) business days to cure such default.

2. For all other acts of default, Company shall have ten (10) business days after receipt of the written notice, in accordance with Section 23.

3. If Company fails to cure the default within the specified cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another Company to complete the work required in this Agreement.

c. *Termination By Law.* If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

d. *Termination not sole remedy.* In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Company for any default hereunder or other action.

20. INDEMNITY. The Company agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City and its past, present and future officers, directors, agents, employees, and representatives (the "City Parties") from and against all liability for any and all claims, suits, demands, and/or actions arising from or based upon the acts or omissions on the part of the Company, its officers, directors, agents, representatives, employees, members, visitors, invitees, contractors and subcontractors which may arise out of or result from the Company's occupancy or use of the facilities, concession equipment, and City-owned property and/or activities conducted in connection with or incidental to this Agreement. The Company shall also indemnify the City Parties against any and all mechanic's and materialmen's liens or any other types of liens imposed upon City-owned property arising as a result of the Company's conduct or activity. This indemnity provision shall apply regardless of the nature of the injury or harm alleged, whether for injury or death to persons or damage to property, or whether such claims are alleged as common law, statutory or constitutional claims, or otherwise. This indemnity provision shall apply whether the basis for claims, suit, demand, and/or action may be attributable in whole or in part to the Company, or to any of its agents, representatives, employees, members, visitors, contractors, and subcontractors, or to anyone directly or indirectly employed by any of them. THE INDEMNITY INCLUDED IN THIS AGREEMENT SHALL APPLY REGARDLESS OR WHETHER THE BASIS FOR CLAIM, SUIT, DEMAND, AND/OR ACTION MAY BE ATTRIBUTABLE IN WHOLE OR IN PARTY TO THE SIMPLE NEGLIGENCE OF THE CITY PARTIES.

21. **GOVERNMENTAL IMMUNITY.** Nothing in this agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or its employees, nor to create any legal rights or claims on behalf of any third party. Neither the City, nor its employees waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

22. **INDEPENDENT CONTRACTOR.** The Company expressly agrees that during the term of this Agreement, neither the Company nor any of its employees, personnel, or any of its contractors, is nor shall ever be considered an employee of the City; the Company is an independent contractor, and in this regard the Company, its employees, personnel, or any contractors will not be within the protection of the coverage of the City's Workers Compensation coverage or other Insurance.

23. **NOTICES.** Any notice required or desired to be given under this Agreement shall be in writing with copies directed as indicated and shall be personally delivered or given by mail. Any notice given shall be deemed to have been given when hand delivered or, if mailed, as of seventy-two (72) hours from the time when notice was deposited in the United States mails (certified or registered, return receipt requested, postage prepaid), addressed to the party to be served with a copy as indicated herein. Either party may change its address for purposes of notice by giving notice of such change of address to the other part in accordance with the provisions of this section.

POINT OF CONTACT FOR CITY

City Manager
5803 Thunderbird
Lago Vista, TX 78645 512-267-1170

POINT OF CONTACT FOR COMPANY

The Dugout Group LLC
Dustin Martin, Owner
20602 Hoover Cove
Lago Vista, TX 78645
Dustinm61@gnail.com
512-673-9940

ON-SITE MANAGER/DAILY OPERATIONS POINT OF CONTACT

Dustin Martin
Owner
Dustinm61@gmail.com
512-673-9940

Any changes to the On-site Manager/Daily Operations Point of Contact must be sent to the City Manager in writing within 48 hours of the change.

24. **AMENDMENTS AND CHANGES.** No alteration, addition, or amendment to the terms

of this Agreement shall be made except by a formal written amendment hereto, executed by both the Company and the City.

25. **WAIVERS.** No waiver of any provision hereof shall be implied from the conduct of the parties. Failure of the City to enforce any and all violations of ordinances or this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach or the same or a different provision or ordinance. Any such waiver must be in writing and must be signed by the party against which such waiver is sought to be enforced. The consent by the City to any matter or event requiring such consent shall not constitute a waiver of the necessity for such consent to any subsequent matter or event.

26. **ORAL AND WRITTEN AGREEMENTS.** Any and all agreements heretofore made, if any, between the parties regarding the subject matter of this Agreement have been reduced to writing and are contained herein. This Agreement states the sole and exclusive terms of agreement between the parties regarding the subject matter of this Agreement, and any and all prior agreements, regarding such subject matter, not set forth herein are null and void.

27. **TEXAS LAW GOVERNS.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall lie exclusively in Travis County, Texas.

28. **TRANSFERABILITY OF AGREEMENT.** No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by the Company without express written consent of the City.

29. **SEVERABILITY.** In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

30. **THIRD PARTY BENEFICIARIES.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to the City nor to create any legal rights or claims, contractual or otherwise, on behalf of any third party.

31. **JOINT VENTURE.** This Agreement shall not be construed to establish a partnership, joint venture, agency, or joint enterprise, express or implied, nor any employer-employee or b01rnwed servant relationship by and among the parties hereto. Nor shall this agreement be construed to create or grant rights, contractual or otherwise, to any other person or entity not a party to this Agreement. Each party shall remain solely responsible for the proper direction of its employees and an employee of one shall not be deemed an employee or borrowed servant of the other for any reason.

32. **EFFECTIVE DATE.** This Contract shall be effective upon execution of this Agreement.

33. **WAIVER OF CITY LIABILITY**. City shall not be liable to the Company for any loss, damage or injury of any kind or character to any person or property (a) arising from any use and/or condition and extent of the property, or any part thereof including, without limitation, environmental contamination, (b) caused by any defect in the equipment, Golf

Course Premises, or Concession Facilities located therein, (c) caused by or arising from any act or omission of Company, or any of its agents, employees, licensees or invitees, (d) arising from or in connection with the conduct of any Concession Services or any other conduct by Company performed on the Golf Course Premises or Concession Facilities, (e) arising from any accident on the Golf Course Premises or any fire or casualty thereon, (f) occasioned by the failure of Company to maintain the Concession Facilities in a safe condition, or (g) arising from any other cause whatsoever, except as occasioned by the gross negligence, intentional misconduct or violation of this Lease by the City Parties occurring after the date of this Agreement. Company, as a material part of the consideration of this Agreement, hereby waives, on its behalf, all claims and damages against City for any such loss, damage or injury to Company, INCLUDING BUT NOT LIMITED TO THOSE CAUSED BY THE SIMPLE NEGLIGENCE OF ONE OR MORE CITY PARTIES.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their officers thereunto duly authorized as of the date herein first written.

CITY OF LAGO VISTA

By: _____

Printed Name: _____

Title: City Manager

Date: _____

DUGOUT GROUP, LLC

By: _____

Printed Name: Dustin Martin

Title: Owner

Date: _____

Exhibit A

CONCESSION FACILITIES

Concession Facilities

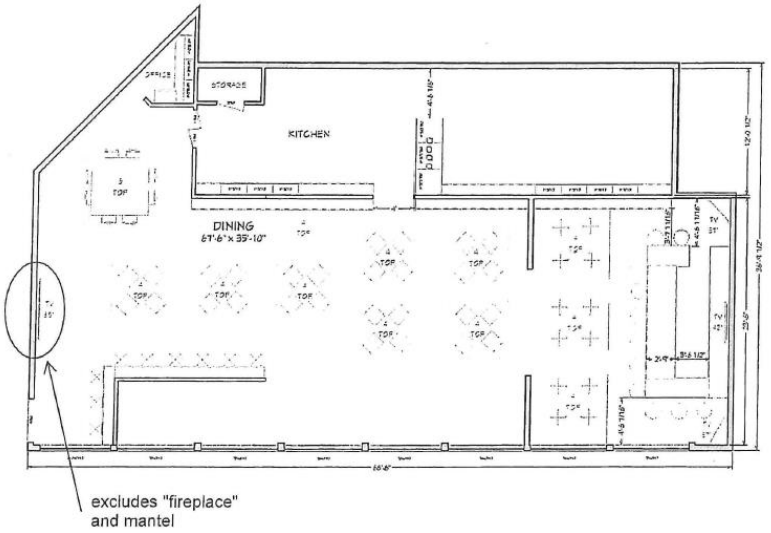


Exhibit B

2021 INVENTORY OF CITY-OWNED EQUIPMENT AND GOODS

LAGO VISTA GC GRILL INVENTORY 2021

TY	COLOR	DESCRIPTION	MFG.
	stainless	Beer keg cooler, 3 taps, 2 doors, true	BEVERAGE AIR
	red	Beverage cooler, 1 door	Coke Cola
	stainless	chaffing dish-stainless pan holders	various types
	stainless	Coffee/tea maker, missing decanter	BLOOMFIELD
	gray	Folding chairs	
	stainless	Fountain Drink Dispenser-Property of	Coke Cola
	stainless	Fryer single	VULCAN
	wood	High Chair for child	
	stainless	Ice tea maker/dispenser	BUNN
	Black	Microwave	Panisonic
	stainless	Pot, bean - heavy duty with lid	
	stainless	Prep table, 2 shelves	
	stainless	Prep table, 2 shelves	
TY	COLOR	DESCRIPTION	MFG.
	stainless	Prep tables, 2 shelves	
	white	Rack, wire, 3 shelves used for chips	
	green	Rack, storage, 3 shelves	
	stainless	Racks, storage, 4 shelves	
	stainless	Rack, storage, 4 shelves inside walk-in	
	stainless	Rack, storage, 4 shelves inside walk-in	
	stainless	Rack, storage, 3 shelves	
	stainless	Rack, storage, 5 shelves	
	stainless	Refrigerator, 2 door w lock	TRUE
	stainless	Refrigerated Prep table 2 doors	Maxx Cold
	stainless	refrigerator, for glasses/pitchers	TRUE
	stainless	Refrigerator/freezer, walk-in	KOOLCO
	stainless	Rotisserie, electric for hotdogs	SEAL-MAX
	stainless	shelf hanging on wall over dishwasher	
	wood	Shelves, hanging over counter	
	stainless	Stove-oven (6 eye, double oven	
	White / plastic	Tables, folding	
	stainless	Tray jacks	
	black	TV's, flat screen	Emerson

	Trumann Tufted Club Chair	Brown Leather	Charlton Home
	Bruno Coffee Table	Wood	Foundry Select
	Table and Seating - Bar height	Mahogany	Lancaster
	Table and Seating -	Mahogany Finish	Lancaster
	Laminate Table Top	Mahogany/Black	Attco
	Metal Table base	metal	Ace Mart
	Metal Table base	metal	Ace Mart
	30" Round Table Top	Mahogany/Black	Ace Mart
	Coctail Table Base Column	metal	Ace Mart
	Metal Table base	METAL	Ace Mart
	Hydraulic table glides		Ace Mart
	80 piece felt furnitute pads	felt	Wayfair
	Flat Grill	Metal	Ace Mart
	Grill Table	Metal	Ace Mart
	Plates (Large)	Black	IKEA
	Plates (Small)	Black	IKEA
	Sandwich Prep Table	Stainless	
	Ice maker commerical	Stainless	
	Beer cooler behind bar	Black	

FIFTH AMENDED CONCESSION SERVICES CONTRACT AND LICENSE TO USE

CITY FACILITIES AT LAGO VISTA MUNICIPAL GOLF COURSE

This Fifth Amended Concession Services Contract (the "Agreement") is made and entered into on this 19th day of November, 2026, by the City of Lago Vista, Texas (hereafter referred to as the "City") and Dustin and Chelsea Martin, owners of The Dugout Group LLC, doing business as The Bunker Bar and Grille (hereafter referred to as the "Company").

Whereas, the City of Lago Vista is the owner of the Lago Vista Municipal Golf Course ("Golf Course") located at 4616 Rimrock Drive, Lago Vista, Texas; and

Whereas, Company has provided kitchen concession, restaurant, bar lounge and associated catering/dining facility maintenance services at the Golf Course and Club House; and

Whereas, the City of Lago Vista and Company entered into a Concession Services Agreement in November 2020 for an initial one-year term set to expire on November 6, 2021 (the "Original Agreement"); and

Whereas, on November 4, 2021, the City Council agreed to amend the agreement to extend the term for thirty (30) days (the "First Amended Agreement") to allow for additional contract negotiations; and

Whereas, the City and the Company entered into a Second Amended Agreement on or around the 6th of December, 2021 making certain changes to the First Amended Agreement (the "Second Amended Agreement"); and

Whereas, the City and the Company entered into a Third Amended Agreement on or around February 16, 2023 making certain changes to the Second Amended Agreement

Whereas, the City and the Company entered into a Fourth Amended Agreement on or around December 6, 2024 making certain changes to the Third Amended Agreement

WHEREAS, the parties desire to revise the terms of the fourth Amended Agreement for continuation of Concession Services at the Golf Course to extend the term; and

Whereas the parties intend that this Agreement shall supersede the prior agreements and shall constitute a services agreement with regard to the Company continuing to provide Concession Services, the Company's continued use of City property, equipment, and facilities and continuation of the license to enter and use certain city facilities located at the Golf Course, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **SERVICES TO BE PROVIDED.** Company agrees to provide the Concession Services as further described in Sections 7 and 8 of this Agreement at the Golf Course and Club

House (collectively "Golf Course Premises") which shall include access to and use of the kitchen, restaurant, and club house, bar lounge, and associated catering/dining facility areas for the Golf Course Premises.

2. **TERM.** The term of this Agreement shall be for the three (3) year period commencing on December 6, 2026 and ending December 6, 2029. Provided that the Company has completed the Back Patio Area improvements described in Section 5, in accordance with the approved plans and specifications, and is not in default under this Agreement, the Company shall have the option to extend this Agreement for one (1) additional two (2) year term, extending the total potential term of this Agreement to five (5) years. The option shall be exercised by written notice to the City at least ninety (90) days prior to the expiration of the initial term. The extension shall be subject to the terms and conditions of this Agreement, unless otherwise amended in writing by the parties. Either party shall notify the other in writing of its intent to not renew this Agreement at least sixty (60) days prior to the expiration of this Agreement. If the term is extended, the parties may consider increasing the amount of Compensation by the Consumer Price Index for urban areas, CPI-U, beginning on the anniversary date of this Agreement and if the cost of utilities under Section 14 increases more than twenty percent, (20%), then the Monthly Payment could be adjusted to cover such utility costs. The parties may consider additional terms for the extension of the Agreement by mutual agreement.

3. **CONSIDERATION.** Compensation during the term of this Agreement shall be in the form of monthly payments ("Monthly Payment").

a. The Monthly Payment due to the City under this Agreement shall be $2,850 per month. Monthly Payments are due on the first (1st) day of each month. A $50.00 late fee shall be assessed upon each Monthly Payment not received by the City by the tenth (10th) day of the month.

b. Patio Improvement Rent Credit – In consideration of the Company's investment in improvements to the Back Patio Area, the City agrees to provide the Company with a rent credit for eligible and approved improvement expenses actually incurred and paid by the Company. The total amount eligible for reimbursement shall not exceed the amount approved by the City Council prior to commencement of construction.

- Upon completion of the improvements, submission of paid invoices and supporting documentation, and final inspection and written acceptance by the City, the City shall apply the approved reimbursement amount as a credit against the Company's Monthly Payment due under this Agreement. The monthly rent credit shall be applied in accordance with a reimbursement schedule approved by the City and shall not exceed the total approved improvement costs.
- The Monthly Payment shall otherwise remain unchanged, and no cash reimbursement shall be issued to the Company. Rent credits shall continue until the approved reimbursement amount has been fully credited or the Agreement expires or is terminated.

4. **FINANCES AND REPORTING.** All revenue derived from the sale of food, beverage, on-site catering and other Concession Services by the Company as further described in Sections 7 and 8 of this Agreement shall belong exclusively to the Company.

a. The City shall not be responsible whatsoever for any of the revenues of the Company derived from the services provided under this Agreement.

b. Company agrees to keep records of monthly Net Sales and remit Reports thereof to the City on or before the last day of the month, detailing the total Net Sales for the month prior. The first report is due on or before January 31, 2026, for the period beginning on the effective date of the fourth Amended Agreement and ending on December 31, 2029.

c. [11]**Gross Sales**[11] means the actual sales or price of all food, liquor, dining services, private events, catering, carry-out food service, food delivery services, goods, wares, and merchandise sold, leased, rented, licensed, or delivered, and the actual charges for all food and liquor sold and services performed by Company in, at, from, or arising out of the use of the Premises, whether cash, credit, exchange, or otherwise. Gross Sales shall include, without limitation, sales, rentals, and services: (i) when the order for any of the foregoing originates in, at, from, or arising out of the use of the Premises, whether delivery or performance is made from the Premises or from some other place; (ii) made or performed by mail, telephone, telegraph, electronic mail, text, app, video, internet, electronic video, computer orders, and/or future technological means; (iii) made or performed by mechanical or other vending devices in the Premises; and/or (iv) that Company in the normal and customary course of its business would credit or attribute to its operations in any part of the Premises. Any deposit that is not refunded shall be included in Gross Sales. Gross Sales shall not be reduced by any franchise, occupancy, capital stock, income, or similar tax based on income or profits.

d. The definition of "Gross Sales" shall **exclude** the following:

- tips or gratuities;

- municipal, city, county, State, or federal sales, use, gross receipts, liquor, restaurant, or excise taxes on sales or services rendered from the Premises where such taxes are added to the price, are stated separately in the bill, and are paid by Company directly to the applicable governmental agency;

- any exchange of food stocks, inventory, produce, ingredients, raw stocks, produce, fresh or frozen fruits and vegetables, dry groceries, meat, poultry, seafood, goods, and/or merchandise between the restaurants of Company where such exchange of the foregoing is made solely for the convenient operation of the business of Company and not for the purpose of consummating a sale which has theretofore been made in, on, or from the Premises, or for the purpose of depriving Landlord of the benefit of a sale which otherwise would be made in, at, from, or arising out of the use of the Premises;

- the amount of returns to shippers, vendors, suppliers, and/or manufacturers;

- receipts from vending machines installed for the use of Company's employees;

- gift certificates or vouchers until the time that the foregoing have been redeemed;

- insurance proceeds or credits received for the settlement of damage, accident, loss, or destruction to Company's Personal Property, food stocks, inventory, produce, ingredients, raw stocks, produce, fresh or frozen fruits and vegetables, dry groceries, meat, poultry, seafood, goods, and/or merchandise;

- condemnation proceeds;

- bulk sales not in the ordinary course of Tenant's business;

- sales at a discount or non-cash donations to non-profit, charitable, or religious organizations, but any profit that Tenant receives from the foregoing shall be included in Gross Sales;

- any promotional sales to third parties;

- the amount of any cash or credit refund made upon any sale or service;

- sales by Company of machinery, furniture, equipment, Personal Property, fixed assets, and/or trade fixtures;

- discounts to employees for employee meals;

- the amount of any cash or credit refund made upon any sale in, at, from, or arising out of the Premises previously included in Gross Sales hereunder, not to exceed the sum so previously included, where the meal or merchandise sold is thereafter returned by the customer or refunded to the customer and accepted by Company;

- all sums received by Company for lost, spoiled, and damaged products, including but not limited to food stocks, inventory, produce, liquor, ingredients, raw stocks, fresh or frozen fruits and vegetables, dry groceries, meat, poultry, seafood, goods, and/or merchandise;

- withholding taxes collected from employees;

- appreciation of Company's property;

- loans received by Company;

- the sale, transfer, or exchange of the business of Company;

- bad debts of Company;
- off-site operations or catering revenues for food that is not prepared and provided to customers at the Premises;
- complimentary meals or samples offered for promotional purposes;
- rent or fees paid to Tenant by a subtenant, licensee, or concessionaire;
- shipping and delivery charges;
- fees and/or charges paid directly to credit card issuers;
- fees paid by Company to banks in connection with the acceptance of customers' ATM or debit cards;
- the net amount of any discounts or rewards allowed to any organization or to any customer pursuant to any customary and reasonable policy adopted by Tenant; and
- discounts for children's meals.

"**Net Sales**" means Gross Sales minus customer discounts, minus customer refunds.

5. **FACILITIES/LICENSE TO ENTER.** Concession Services under this Agreement shall be provided at the facilities shown in Exhibit A, and located at the Golf Course and Club House located at 4616 Rimrock Drive, Lago Vista, Texas (the "Concession Facilities"). For purposes of this Agreement, the "Concession Facilities" shall include non-exclusive access to (1) the bathrooms adjacent to the restaurant area shown in Exhibit A, and (2) the concrete patio area adjacent to the Golf Course and Club House (the "Back Patio Area"). The Company's maintenance obligations shall apply to the Concession Facilities, but patrons of the golf course who are not customers of the Company may access and use these areas at all times on a non-exclusive basis, and the City may, upon reasonable prior notice to the Company, restrict the use of the Back Patio Area to accommodate golf tournaments or other events held at the golf course. The Company agrees that the Concession Facilities reflected in Exhibit A attached hereto and as further described herein are provided for the Company's use under this Agreement in 'as is' condition and no improvements shall be made to such facilities by either City or Company unless agreed to in writing by the Company and the City Manager. Any improvements to such facilities shall be performed at the sole cost of the Company. In addition to all other obligations in this Agreement, the Company agrees to build any soundproofing between the Concession Facilities and other parts of the Golf Course and Golf Course Premises that the City reasonably determines to be necessary or advisable. To this end, and in addition to any other improvements that the City may reasonably deem necessary, the Company agrees to construct soundproofing improvements to the wall between the Concession Facilities and the adjacent pro shop promptly following the Effective Date of this Agreement.

Subject to the terms of the prior paragraph, the Concession Facilities reflected in Exhibit A shall be made available for Company's use for its exclusive occupation, management and operation under this Agreement and includes the area reflected in Exhibit A and as

further described below:

a. Restaurant area, club house bar, lounge, kitchen, and storage areas, together with all equipment, fixtures, and furniture therein.

b. Kitchen cooking, preparation and utensil area

c. Kitchen food service, presentation, and beverage service counters

d. Kitchen concession sales receipts and customer service area

e. Kitchen dry goods, frozen goods, shelving and refrigerator storage area

f. Related dining areas

In addition, the Company shall have non-exclusive access to the entire Golf Course Premises, including the Back Patio Area, for the purpose of selling food, snacks, sandwiches, soft drinks, alcoholic and non-alcoholic beverages, and to all common areas, including driveways, parking, delivery areas and restrooms under the management and control of the City in each case as allowed by State law. Except as specified in Section 9 below, the City hereby grants an exclusive license to Company to access, enter, use, occupy, manage, maintain and operate in the Golf Course Premises for the Concession Services as further defined in Sections 7 and 8 of this Agreement. The area consisting of and including the Pro Shop and Pro Shop Office are expressly excluded from the Golf Course Premises that Company may use and not covered under or be a part of this Agreement.

a. Back Patio Area Improvements - Notwithstanding any other provision of this Agreement concerning improvements to the Concession Facilities, the Company may, at its sole initial expense, make improvements and upgrades to the existing Back Patio Area adjacent to the Golf Course Clubhouse, subject to the following conditions:
    1. Plans and Specifications. Prior to commencement of any work, the Company shall submit detailed plans, drawings, specifications, proposed materials, and an itemized cost estimate for the proposed improvements to the City for review and approval by the City Council. No construction or alteration shall begin until the City Council has approved the proposed design, scope of work, and maximum eligible project cost.
    2. All construction shall be performed by a contractor properly registered with the City of Lago Vista and possessing all required licenses, certifications, insurance, and permits applicable to the work being performed. The Company shall provide the City with the contractor's information and required documentation prior to commencement of construction.
    3. All improvements shall be completed in accordance with the plans and specifications approved by the City Council and all applicable federal, state, and local laws, building codes, safety requirements, accessibility standards, and City ordinances. Any material changes to the approved plans or scope of work must receive prior written approval from the City before implementation.

4. The Company shall be responsible for initially funding all costs associated with the design, materials, labor, construction, permits, inspections, and completion of the improvements. The Company shall not incur costs on behalf of the City or exceed the approved project budget with the expectation of additional reimbursement without prior written approval from the City Council.
5. The City shall have the right to inspect the work throughout construction. Upon completion, the improvements shall be subject to final inspection and written acceptance by the City. The Company shall correct any deficiencies identified by the City at no additional cost to the City.
6. Upon installation and acceptance, all permanent improvements made to the Back Patio Area shall become the property of the City of Lago Vista and shall remain with the premises upon expiration or termination of this Agreement, without additional compensation to the Company except for the rent credits expressly provided under Section 3(b).
7. Following acceptance, the Company shall continue to maintain the Back Patio Area in accordance with the maintenance obligations established under this Agreement, unless otherwise agreed to in writing by the City.
8. The Company shall not be entitled to reimbursement for costs exceeding the amount approved by the City Council, costs associated with unauthorized work, or improvements not included in the approved plans and specifications.

6. FACILITIES 'AS-IS' ONLY, NO WARRANTIES. THE CITY OF LAGO VISTA EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE FACILITIES, INCLUDING BUT NOT LIMITED TO, THE FACILITIES' CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COUSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. THIS WAIVER INCLUDES, BUT IS NOT LIMITED TO, ANY CONDITION CAUSED BY THE NEGLIGENCE OF THE CITY.

7. SCOPE OF SERVICES TO BE PROVIDED UNDER THIS AGREEMENT. The scope of Concession Services provided by the Company shall, at a minimum, include and provide for the following:

a. Healthy culinary products, meals, and beverages for the restaurant, bar, lounge, and onsite catering service for the golfing community and the general public at a reasonable price and in sufficient quantity.

b. A system of product and service delivery and associated sanitary disposal that meets or exceeds customer expectations.

c. An atmosphere of product and service delivery, and related sanitary disposal that meets or exceeds customer expectations.

d. A clean, sanitary, and healthy system of physical plant maintenance and operations which conforms to all City, County, State, and Federal building, food service, restaurant operations, malt beverage/liquor dispensing regulations and health codes.

e. A food, beverage, and concession service level which services the patronage of the

golfing community and general public including continued marketing efforts to increase patronage.

f. Experienced and professional management staff who can perform all required Concession Services, including, but not limited to, order, purchase, dispense, inventory, track, control, and handle waste stream of all products, materials, and supplies in the Golf Course Premises and perform the related maintenance functions. The Company shall designate an on-site manager to be the point of contact for daily operations of the Concession Services provided under this Agreement.

g. An operation which maximizes revenues to both the Company and the City of Lago Vista.

The Company may, in addition to those Concession Services required to be provided hereunder, conduct weekly events from the Concession Facilities (but not from the Back Patio Area nor anywhere outside of the Concession Facilities) including (i) karaoke, and, (ii) if properly licensed by the Texas Lottery Commission and only in accordance with such license, bingo activities. Company shall conduct all such events strictly in accordance with state law and local ordinances, and Company shall take all necessary precautions to prevent any excessive noise or other nuisance caused by such events. If the City Manager determines, in her sole discretion, that unreasonable noise, smells, or other nuisances are caused by such events, the City Manager may prohibit any further events until the City Council reviews the nature of such nuisance, and after a hearing, decides whether to continue allowing all or any of such events. If the City Council determines, after such hearing, that one or more of the events causes a nuisance that is unlikely to be mitigated by future actions of the Company, the City Council may prohibit all or any of such future events.

8. SALE OF ALCOHOLIC BEVERAGES. The Company shall maintain its own Beer and Wine or Mixed Beverage License through the Texas Alcoholic Beverage Commission for the duration of the Agreement. All alcohol purchases, taxes, reports, and accountability shall be under the control of and the sole responsibility of the Company.

9. EXCLUSIVE CONCESSION RIGHTS. Except as otherwise provided for in this Agreement, Company shall have the exclusive right to use the Concession Facilities as specified in this Agreement for the purpose of providing food and beverage concession services at the Golf Course Premises. The Company agrees that Special Event Permit holders shall use the back-patio area (as shown in Exhibit A) as allowed by the Special Event Permit and may use outside caterers for the event.

10. CITY-OWNED PROPERTY AND FACILITIES. Unless otherwise provided in this Agreement, the City maintains ownership of the Concession Facilities and equipment as described in Exhibit B attached hereto. The Company shall have no ownership, claim, or interest in the Concession Facilities at any time or any insurance proceeds received by the City from damage, destruction, theft or loss of any Facilities due to any cause.

a. The Company shall provide all equipment, supplies, personnel and other goods and services necessary to provide the Concession Services and standard concession operations at its sole expense as required by this Agreement, except as otherwise

explicitly provided in this Agreement. The signs and advertising used by the Company shall be approved by the City, at their reasonable discretion, prior to the installation or distribution.

b. The City shall provide the Concession Facilities in an 'as is' condition unless otherwise specified, along with all existing equipment and fixtures, including, but not limited to, kitchen fixtures and furnishings, cooking utensils, cooking space, serving utensils, service space, office space, dry good storage space, frozen food storage space, dining tables, dining seats, and dining chairs. Existing food and beverage inventory, if any, may be purchased from the City at cost if the Company is able to use such inventory in its planned menu offering.

c. The Company shall use City-owned property and concession equipment only for providing authorized services as set forth in this Agreement.

d. The major repair or replacement of any City-owned concession equipment, fixtures, facilities or personal or real property at the Golf Course Premises, and the Concession Facilities, shall be done at the City's discretion and at City's cost unless otherwise approved by City Council Notwithstanding the foregoing, the Company shall not suffer, allow, or permit the concession equipment or City-owned property to be damaged and shall promptly pay the City for repair or replacement costs of all damage to City-owned concession equipment and property resulting from the Company's use of such concession equipment and property, except for reasonable wear and tear, upon written notice by the City. Further notwithstanding the foregoing, Company agrees to build any soundproofing between the Concession Facilities and other parts of the Golf Course and Golf Course Premises that the City reasonably determines to be necessary or advisable.

e. The Company shall maintain and perform minor repairs to all Concession Facilities and equipment, fixtures, facilities or other personal property located at the Concession Facilities at its sole cost in a clean, sanitary, and orderly condition, free of debris, litter, filth, and offensive material, and in strict compliance with applicable laws, ordinances, and rules and the regulations of any health authority. Should the company fail to maintain or perform minor repairs as stated above, the City, may in its sole discretion, perform such maintenance or repair and, within thirty days after written demand, the Company shall pay to the City all costs incurred by the City in the performance thereof.

f. All City-owned property shall remain City-owned and any and all equipment or property purchased by the Company shall remain Company owned unless otherwise specified herein or by separate agreement executed by the parties.

11. QUALITY OF SERVICE. The Company agrees that the concession services rendered shall be in compliance with this Agreement. All food, drinks, confectionery and the like sold or kept for sale shall be wholesome and pure and shall conform in all respects to the federal, state, and municipal food and other laws and regulations, including all applicable food handling and service safety regulations and requirements. No imitation adulterated or misbranded item shall be sold or kept for sale. All merchandise kept for sale shall be stored and handled with

due regard for condition and sanitation.

12. MAINTENANCE OF FACILITIES. Company shall clean and maintain the Concession Facilities as reflected in Exhibit A attached hereto and including the attached restrooms and Back Patio Area at Company's sole expense. Company shall adopt and maintain a maintenance and cleaning schedule for such facilities.

13. PERSONNEL.

a. The Company shall provide an adequate number of trained personnel to staff and operate the Concession Facilities and to provide the services as set forth under this Agreement at all times the Concession Facilities are open. Company's failure to provide adequate staffing as the parties have agreed, or in the absence of an agreement, in the City's reasonable discretion and trained personnel as required herein shall constitute a default of this Agreement.

b. Company shall ensure that all employees, personnel, or contractors under Company's control are adequately trained in food safety and handling procedures. All personnel shall have a valid Texas Food Handler Card and TABC Certification, and shall otherwise comply with state and federal law. Company shall also ensure that its employees do not use or possesses any alcoholic beverages or other intoxicating beverages, illegal drugs, or controlled substances at the Concession Facilities.

c. Personnel shall treat all patrons, City representatives and all other persons in a respectful and professional manner.

d. All Company employees, personnel, or contractors under Company's control shall be professional in appearance, dressed in neat and clean clothing, free of holes, tears or other signs of wear. Attire should include displaying the Company logo or insignia on a shirt or name tag and slacks, khakis, jeans or hemmed shorts.

e. Company shall comply with all federal, state, and local laws, including but not limited to, federal and state wage and hour laws requirements and obligations, such as working hours and conditions, leave time, ove1iime, payment of all applicable taxes, unemployment and workers compensation coverage, compliance with immigration documentation, and deductions from employee pay.

14. UTILITIES. The City shall provide the Concession Facilities with water, electricity, garbage pickup, and sewer service. These utilities shall only be used in the provision of Concession Services, or as otherwise explicitly allowed under this Agreement. The Company shall take all action necessary to ensure that these utilities are being used at the most cost-effective means possible, and that no waste occurs. In the event, the cost of these utility services increases more than twenty percent (20%), the parties shall agree to meet to consider an adjustment in the Monthly Payment for the utility increase. Company shall be responsible for and shall pay for any necessary natural or propane service or

supplies, as well as all telephone and internet services and any other utilities for the Concession Facilities not expressly paid by the City in this Agreement.

15. HOURS OF OPERATION. At a minimum the Company shall ensure that the Concession Facilities are open for business and are available to customers seven (7) days a week as follows:

Monday- Thursday: 9:00 a.m. to 4:00 p.m.
Friday - Sunday: 7:30 a.m. to 4:00 p.m. (May through September)
Friday – Sunday: 9:00 a.m. to 4:00 p.m. (October through April)
Holidays: 7:30 a.m. to 4:00 p.m.

Notwithstanding the foregoing, Concession Facilities are not required to be open on any Monday that the Golf Course is closed. Any change in hours shall be coordinated with the Golf Course Director and shall be clearly posted on the clubhouse doors for patrons to see. Company's failure to observe and maintain the minimum agreed upon operating hours and conditions shall constitute a default of this Agreement.

16. COMPLIANCE WITH LOCAL, STATE, AND FEDERAL RULES AND REGULATIONS.

Company and its officers, agents and employees shall at all times comply with all local, state, and federal rules, regulations, and requirements, codes, and laws. Company must obtain and maintain all required operational permits, licenses, fees, and taxes. Payment of any required governmental fees, licenses, and taxes shall be the obligation and responsibility of the Company. Company shall ensure that no person under the age of 18 is permitted behind the bar or in the kitchen during working hours, except in compliance with: Texas Alcoholic Beverage Code Section 106.09, Employment of Minors; Texas Labor Code, Chapter 51, Employment of Children; Chapter 817 of Title 40 of the Texas Administrative Code, Child Labor; and Part 570 of Title 29, Code of Federal Regulations, Child Labor Regulations.

17. NONDISCRIMINATION. The Company **and its officers, agents and employees** shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin or any other person in a federally protected class.

18. INSURANCE. The Company shall maintain insurance in the following amounts:

General Liability Insurance	$500,000 per claim or occurrence	$1,000,000 for all claims arising out of a single transaction or per occurrence
Property Damage Insurance	$250,000 per occurrence	
Workers Compensation Insurance	In the amounts that meet the requirements as set forth by State law	

Company also agrees to furnish comprehensive general liability coverage providing bodily injury, personal injury, property damages including products liability and complete operation coverage against any and all claims and losses arising out of any operations of the Company, including occupancy of the premises, sale, gift, serving, handling, or dispensing of any product.

Company shall provide the City with certificates evidencing such insurance coverage and the City shall be listed as an additional insured. Such certificate shall provide the City with thirty (30) days advance notice of any cancellation, material change, reduction of coverage, or nonrenewal. The City shall be provided with a copy of the appropriate riders evidencing that the City is included as an additional insured to the above required policies.

19. TERMINATION.

a. *Termination for Cause.* This Agreement may be terminated if the Company fails to provide the compensation and other consideration to the City as provided in Section 3 of this Agreement.

b. *Defaults with Opportunity for Cure.* Should Company default in the performance of this Agreement in a manner stated below, City shall deliver written notice of said default specifying such matter(s) in default.

- In the event of an act of default due to a failure to provide adequate personnel to operate the Concession Facilities as required under Section 13, or due to a failure to maintain agreed hours of operation as required under Section 15, Company shall have no more than five (5) business days to cure such default.

2. For all other acts of default, Company shall have ten (10) business days after receipt of the written notice, in accordance with Section 23.

3. If Company fails to cure the default within the specified cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another Company to complete the work required in this Agreement.

c. *Termination By Law.* If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

d. *Termination not sole remedy.* In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Company for any default hereunder or other action.

20. INDEMNITY. The Company agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City and its past, present and future officers, directors, agents, employees, and representatives (the "City Parties") from and against all liability for any and

all claims, suits, demands, and/or actions arising from or based upon the acts or omissions on the part of the Company, its officers, directors, agents, representatives, employees, members, visitors, invitees, contractors and subcontractors which may arise out of or result from the Company's occupancy or use of the facilities, concession equipment, and City-owned property and/or activities conducted in connection with or incidental to this Agreement. The Company shall also indemnify the City Parties against any and all mechanic's and materialmen's liens or any other types of liens imposed upon City-owned property arising as a result of the Company's conduct or activity. This indemnity provision shall apply regardless of the nature of the injury or harm alleged, whether for injury or death to persons or damage to property, or whether such claims are alleged as common law, statutory or constitutional claims, or otherwise. This indemnity provision shall apply whether the basis for claims, suit, demand, and/or action may be attributable in whole or in part to the Company, or to any of its agents, representatives, employees, members, visitors, contractors, and subcontractors, or to anyone directly or indirectly employed by any of them. THE INDEMNITY INCLUDED IN THIS AGREEMENT SHALL APPLY REGARDLESS OR WHETHER THE BASIS FOR CLAIM, SUIT, DEMAND, AND/OR ACTION MAY BE ATTRIBUTABLE IN WHOLE OR IN PARTY TO THE SIMPLE NEGLIGENCE OF THE CITY PARTIES.

21. **GOVERNMENTAL IMMUNITY.** Nothing in this agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or its employees, nor to create any legal rights or claims on behalf of any third party. Neither the City, nor its employees waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

22. **INDEPENDENT CONTRACTOR.** The Company expressly agrees that during the term of this Agreement, neither the Company nor any of its employees, personnel, or any of its contractors, is nor shall ever be considered an employee of the City; the Company is an independent contractor, and in this regard the Company, its employees, personnel, or any contractors will not be within the protection of the coverage of the City's Workers Compensation coverage or other Insurance.

23. **NOTICES.** Any notice required or desired to be given under this Agreement shall be in writing with copies directed as indicated and shall be personally delivered or given by mail. Any notice given shall be deemed to have been given when hand delivered or, if mailed, as of seventy-two (72) hours from the time when notice was deposited in the United States mails (certified or registered, return receipt requested, postage prepaid), addressed to the party to be served with a copy as indicated herein. Either party may change its address for purposes of notice by giving notice of such change of address to the other part in accordance with the provisions of this section.

POINT OF CONTACT FOR CITY

City Manager
5803 Thunderbird
Lago Vista, TX 78645 512-267-1170

POINT OF CONTACT FOR COMPANY

The Dugout Group LLC
Dustin Martin, Owner
20602 Hoover Cove
Lago Vista, TX 78645
Dustinm61@gnail.com
512-673-9940

ON-SITE MANAGER/DAILY OPERATIONS POINT OF CONTACT

Dustin Martin
Owner
Dustinm61@gmail.com
512-673-9940

Any changes to the On-site Manager/Daily Operations Point of Contact must be sent to the City Manager in writing within 48 hours of the change.

24. **AMENDMENTS AND CHANGES.** No alteration, addition, or amendment to the terms of this Agreement shall be made except by a formal written amendment hereto, executed by both the Company and the City.

25. **WAIVERS.** No waiver of any provision hereof shall be implied from the conduct of the parties. Failure of the City to enforce any and all violations of ordinances or this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach or the same or a different provision or ordinance. Any such waiver must be in writing and must be signed by the party against which such waiver is sought to be enforced. The consent by the City to any matter or event requiring such consent shall not constitute a waiver of the necessity for such consent to any subsequent matter or event.

26. **ORAL AND WRITTEN AGREEMENTS.** Any and all agreements heretofore made, if any, between the parties regarding the subject matter of this Agreement have been reduced to writing and are contained herein. This Agreement states the sole and exclusive terms of agreement between the parties regarding the subject matter of this Agreement, and any and all prior agreements, regarding such subject matter, not set forth herein are null and void.

27. **TEXAS LAW GOVERNS.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall lie exclusively in Travis County, Texas.

28. **TRANSFERABILITY OF AGREEMENT.** No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by the Company without express written consent of the City.

29. **SEVERABILITY.** In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

30. **THIRD PARTY BENEFICIARIES.** Nothing in this Agreement shall be deemed to waive,

modify, or amend any legal defense available at law or in equity to the City nor to create any legal rights or claims, contractual or otherwise, on behalf of any third party.

31. **JOINT VENTURE.** This Agreement shall not be construed to establish a partnership, joint venture, agency, or joint enterprise, express or implied, nor any employer-employee or b01rnwed servant relationship by and among the parties hereto. Nor shall this agreement be construed to create or grant rights, contractual or otherwise, to any other person or entity not a party to this Agreement. Each party shall remain solely responsible for the proper direction of its employees and an employee of one shall not be deemed an employee or borrowed servant of the other for any reason.

32. **EFFECTIVE DATE.** This Contract shall be effective upon execution of this Agreement.

33. **WAIVER OF CITY LIABILITY**. City shall not be liable to the Company for any loss, damage or injury of any kind or character to any person or property (a) arising from any use and/or condition and extent of the property, or any part thereof including, without limitation, environmental contamination, (b) caused by any defect in the equipment, Golf Course Premises, or Concession Facilities located therein, (c) caused by or arising from any act or omission of Company, or any of its agents, employees, licensees or invitees, (d) arising from or in connection with the conduct of any Concession Services or any other conduct by Company performed on the Golf Course Premises or Concession Facilities, (e) arising from any accident on the Golf Course Premises or any fire or casualty thereon, (f) occasioned by the failure of Company to maintain the Concession Facilities in a safe condition, or (g) arising from any other cause whatsoever, except as occasioned by the gross negligence, intentional misconduct or violation of this Lease by the City Parties occurring after the date of this Agreement. Company, as a material part of the consideration of this Agreement, hereby waives, on its behalf, all claims and damages against City for any such loss, damage or injury to Company, INCLUDING BUT NOT LIMITED TO THOSE CAUSED BY THE SIMPLE NEGLIGENCE OF ONE OR MORE CITY PARTIES.

[Approval Follows]

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their officers thereunto duly authorized as of the date herein first written.

CITY OF LAGO VISTA

By: _____

Printed Name: _____

Title: City Manager

Date: _____

DUGOUT GROUP, LLC

By: _____

Printed Name: Dustin Martin

Title: Owner

Date: _____

Exhibit A

CONCESSION FACILITIES

Concession Facilities

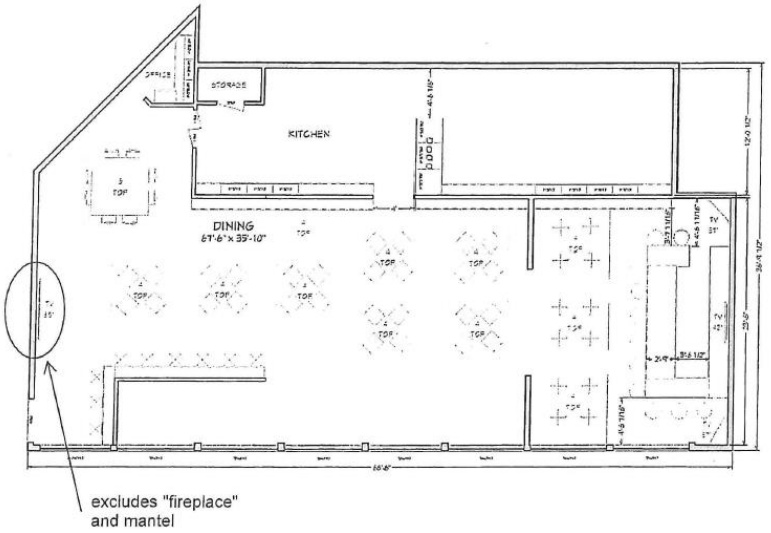


Exhibit B

2021 INVENTORY OF CITY-OWNED EQUIPMENT AND GOODS

LAGO VISTA GC GRILL INVENTORY 2021

TY	COLOR	DESCRIPTION	MFG.
	stainless	Beer keg cooler, 3 taps, 2 doors, true	BEVERAGE AIR
	red	Beverage cooler, 1 door	Coke Cola
	stainless	chaffing dish-stainless pan holders	various types
	stainless	Coffee/tea maker, missing decanter	BLOOMFIELD
	gray	Folding chairs	
	stainless	Fountain Drink Dispenser-Property of	Coke Cola
	stainless	Fryer single	VULCAN
	wood	High Chair for child	
	stainless	Ice tea maker/dispenser	BUNN
	Black	Microwave	Panisonic
	stainless	Pot, bean - heavy duty with lid	
	stainless	Prep table, 2 shelves	
	stainless	Prep table, 2 shelves	
TY	COLOR	DESCRIPTION	MFG.
	stainless	Prep tables, 2 shelves	
	white	Rack, wire, 3 shelves used for chips	
	green	Rack, storage, 3 shelves	
	stainless	Racks, storage, 4 shelves	
	stainless	Rack, storage, 4 shelves inside walk-in	
	stainless	Rack, storage, 4 shelves inside walk-in	
	stainless	Rack, storage, 3 shelves	
	stainless	Rack, storage, 5 shelves	
	stainless	Refrigerator, 2 door w lock	TRUE
	stainless	Refrigerated Prep table 2 doors	Maxx Cold
	stainless	refrigerator, for glasses/pitchers	TRUE
	stainless	Refrigerator/freezer, walk-in	KOOLCO
	stainless	Rotisserie, electric for hotdogs	SEAL-MAX
	stainless	shelf hanging on wall over dishwasher	
	wood	Shelves, hanging over counter	
	stainless	Stove-oven (6 eye, double oven	
	White / plastic	Tables, folding	
	stainless	Tray jacks	
	black	TV's, flat screen	Emerson

	Trumann Tufted Club Chair	Brown Leather	Charlton Home
	Bruno Coffee Table	Wood	Foundry Select
	Table and Seating - Bar height	Mahogany	Lancaster
	Table and Seating -	Mahogany Finish	Lancaster
	Laminate Table Top	Mahogany/Black	Attco
	Metal Table base	metal	Ace Mart
	Metal Table base	metal	Ace Mart
	30" Round Table Top	Mahogany/Black	Ace Mart
	Coctail Table Base Column	metal	Ace Mart
	Metal Table base	METAL	Ace Mart
	Hydraulic table glides		Ace Mart
	80 piece felt furnitute pads	felt	Wayfair
	Flat Grill	Metal	Ace Mart
	Grill Table	Metal	Ace Mart
	Plates (Large)	Black	IKEA
	Plates (Small)	Black	IKEA
	Sandwich Prep Table	Stainless	
	Ice maker commerical	Stainless	
	Beer cooler behind bar	Black	

AGENDA ITEM NO.
VIII.4

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 19, 2026

SUBMITTED BY: Robin Smith, City Secretary

SUBJECT: Approve the minutes of the November 5, 2026, City Council Meeting.

RECOMMENDATION: Approval of the October 15, 2026, City Council Meeting Minutes.

ATTACHMENTS:
26-11-05-CC-Draft-Minutes.pdf

CITY COUNCIL REGULAR MEETING MINUTES
THURSDAY, NOVEMBER 5, 2026
3:00 PM
CITY COUNCIL CHAMBERS
5803 THUNDERBIRD
LAGO VISTA, TX

Shane R Saum, Mayor
Adam Benefield, Member
Norma Owen, Mayor Pro Tem
Paul Prince, Member
Amanda Chavarria, Member
Karen Van Ness, Member
Jess Hall, Member
Ron Joy, Interim City Manager
Brad Bullock, City Attorney

Present: Shane R Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Karen Van Ness, Jess Hall, Ron Joy, Brad Bullock

REGULAR SESSION WILL RECONVENE AT

4:00PM JOIN MEETING VIA VIDEO CONFERENCE

Please join my meeting from your computer, tablet or smartphone.
https://meet.goto.com/242387805
You can also dial in using your phone.
Access Code: 242-387-805
United States: +1 (646) 749-3122

I. CALL TO ORDER, CALL OF ROLL

Mayor Saum called the meeting to order at 3:00 pm

Shane R. Saum, Mayor
Amanda Chavarria, Council Member
Jess Hall, Council Member
Adam Benefield, Council Member
Norma Owen, Mayor Pro Tem
Karen Van Ness, Council Member
Paul Prince, Council Member Ron
Joy, Interim City Manager

II. EXECUTIVE SESSION *Council convened into Exec. Session at 3:01 pm*

Convene into a closed Executive Session pursuant to;
City attorney updates citizens on Executive Session items discussed during Executive Session. Items 9.6 and III (5)

1. Consultation with City Attorney pursuant to Texas Government Code § 551.071 regarding legal issues related to one or more items listed on this agenda, where confidential attorney-client advice is necessary.

2. Discussion and/or action regarding the appointment of Executive Director position Pursuant to Texas Government Code Section 551.074 (Personnel Matters).

3. Discussion and/or action concerning legal questions and advice related to proposed updates/amendments to the City Charter following review by legal counsel pursuant to Texas Government Code Section 551.071.

4. Consultation with the City Attorney pursuant to Texas Government Code Section 551.071 regarding legal issues, rights, obligations, potential liabilities, and contractual and regulatory considerations associated with the Lakeside at Tessera development, including the potential acquisition, acceptance, ownership, operation, and maintenance of water infrastructure and facilities; related engineering, infrastructure capacity, water supply, water usage, service obligations, and associated matters.

5. Discussion with City Attorney pursuant to Sec. 551.071, (legal advice) regarding pending litigation against the City of Lago Vista –David vonOhlerking v. City of Lago Vista et al., Cause No. D-1-GN-26-010381, in the 98th Judicial District, Travis County, Texas

III. ACTION ON EXECUTIVE SESSION ITEMS (action and/or vote may be taken on the following agenda items):

Reconvene from Executive Session into open session to act as deemed appropriate in City Council's discretion regarding:

1. Consultation with City Attorney pursuant to Texas Government Code § 551.071 regarding legal issues related to one or more items listed on this agenda, where confidential attorney-client advice is necessary.

   Moved by Norma Owen; seconded by Paul Prince to Approve staff to move as directed on item IX (6).
   Motion Passed: 7- 0

   Voting For: Shane R Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Karen Van Ness, Jess Hall

   Voting Against: None

2. Discussion and/or action regarding the appointment of Executive Director position Pursuant to Texas Government Code Section 551.074 (Personnel Matters).

   Moved by Norma Owen; seconded by Karen Van Ness to Approve; Directed staff to act on two of three Executive positions discussed in Executive Session.

   Motion Passed: 7- 0

Voting For: Shane R Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Karen Van Ness, Jess Hall

Voting Against: None

3. Discussion and/or action concerning legal questions and advice related to proposed updates/amendments to the City Charter following review by legal counsel pursuant to Texas Government Code Section 551.071.
No Action

4. Consultation with the City Attorney pursuant to Texas Government Code Section 551.071 regarding legal issues, rights, obligations, potential liabilities, and contractual and regulatory considerations associated with the Lakeside at Tessera development, including the potential acquisition, acceptance, ownership, operation, and maintenance of water infrastructure and facilities; related engineering, infrastructure capacity, water supply, water usage, service obligations, and associated matters.

Moved by Norma Owen; seconded by Amanda Chavarria to Approve; Directed staff to proceed as directed in Executive Session..

Motion Passed: 7- 0

Voting For: Shane R Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Karen Van Ness, Jess Hall

Voting Against: None

5. Discussion with City Attorney pursuant to Sec. 551.071, (legal advice) regarding pending litigation against the City of Lago Vista –David vonOhlerking v. City of Lago Vista et al., Cause No. D-1-GN-26-010381, in the 98th Judicial District, Travis County, Texas
No Action

IV. INVOCATION

Invocation led by Rev. Dr. Mark Dowell.

V. PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

VI. CITIZEN COMMENTS

In accordance with the Open Meetings Act, Council is prohibited from acting or discussing (other than factual responses to specific questions) any items not on the agenda.

To participate in the citizen comments portion of the meeting, you must submit a completed form. If you are attending the meeting in the City Council Chambers you must complete the form available at that location and provide it to the Mayor prior to the start of the meeting. If you will be participating using the online videoconferencing tool, you must complete the form and submit it by email in accordance with the instructions included within the form. It is found on the City's website at the link below. The Council will reconvene from executive session at or around 4:00 p.m.

Citizen Comment received by Pat Dixon.

VII. PRESENTATIONS & PROCLAMATIONS

1. Presentation by Mayor Shane R. Saum.
   Mayor, Shane R. Saum presents Certificate and award to Councilor Paul Prince for his years of service. Councilor Prince served the City of Lago Vista from 2020-2026.
   City Council gives thanks to Councilor Prince for his service.

VIII. ACTION ITEMS

1. Discussion, consideration, and possible action regarding Individual Project Order No. 4 with DCS Engineering, LLC, for the Effluent Management/ Expansion – Cedar Breaks Irrigation Master Plan, in an amount not to exceed $216,975.00; and authorizing the City Manager to execute the project order.
   Director of Public Works, Ernesto Rios presents presentation.

   Moved by Norma Owen; seconded by Amanda Chavarria to Approve.

   Motion Failed: 3- 4

   Voting For: Paul Prince, Norma Owen, Amanda Chavarria

   Voting Against: Shane R Saum, Adam Benefield, Karen Van Ness, Jess Hall

2. Discussion, consideration, and possible action regarding Contract Amendment No. 2 to the Professional Services Agreement with Garver, LLC, for the Wastewater Treatment Plant Improvements Project, revising the project scope and reducing the total not-to-exceed agreement amount to $1,573,768.10; and authorizing the City Manager to execute the amendment.

   Moved by Paul Prince; seconded by Karen Van Ness to Approve.

   Motion Passed: 7- 0

   Voting For: Shane R Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Karen Van Ness, Jess Hall

   Voting Against: None

3. Discussion, consideration, and possible action regarding the City of Lago Vista's participation in the Texas Water Development Board (TWDB) Clean Water State Revolving Fund (CWSRF) program for the City's wastewater treatment plant improvements project, including consideration and approval of applications, resolutions, certifications, and other documents necessary to advance the funding process; discussion of financing requirements, potential funding and repayment structures, and associated obligations; authorization for appropriate City officials to execute necessary documents; and direction to City staff, financial advisors,

bond counsel, and other consultants regarding next steps.

Moved by Shane R. Saum; seconded by Norma Owen to Approve

Motion Passed: 7 – 0

Voting For: Shane R Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Karen Van Ness, Jess Hall

4. Approve the minutes of the October 15, 2026, City Council Meeting.

Moved by Amanda Chavarria; seconded by Paul Prince to Approve with Correction on name for who led the Invocation.

Motion Passed: 7- 0

Voting For: Shane R Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Karen Van Ness, Jess Hall

Voting Against: None

IX. WORK SESSION

1. Discussion and possible action to repeal Ordinance No. 17-07-06-01 and Chapter 8.700 curfew violation for minors.

Moved by Adam Benefield; seconded by Amanda Chavarria to Approve.

Motion Passed: 7- 0

Voting For: Shane R Saum, Adam Benefield, Norma Owen, Paul Prince, Amanda Chavarria, Karen Van Ness, Jess Hall

Voting Against: None

2. Discussion regarding the use of fireworks, including consideration of potential amendments, restrictions, and enforcement provisions.
Interim City Manager, Ron Joy updates Council on this item. Staff will bring item back at a future date.

3. Discussion and possible action regarding policies and procedures governing the use of the City of Lago Vista's official logo, seal, likeness, and other identifiable City imagery in political campaign signs, advertisements, and promotional materials.
Council discusses and directs staff to investigate.

4. Discussion and possible action regarding the City Council meeting dates for the Holidays.
Council discusses Holiday schedule.(TBD)
Council plans to have Charter Amendment Council workshop.

5. Discussion and possible action regarding the Unified Development Code (UDC) Subcommittee and potential resumption of meetings.
   Mayor and Council discuss UDC and discuss with Mr. Patino - Director of Development Service/Engineer.
   Citizen Comment received by Paul Roberts.
   UDC subcommittee to meet and discuss plan moving forward.

6. Discussion regarding the release of an easement at Dawn Park.
   This item was discussed in Executive Session staff to act as directed.

7. Discussion regarding the City's purchasing, procurement, and contracting policies and procedures, including ethical contracting standards, vendor integrity and accountability, contract preparation and execution, document security and version control, disclosure and approval of proposed contract modifications, verification of executed agreements, enforcement provisions, and potential amendments to existing policies or adoption of an ordinance establishing uniform contracting safeguards for the City of Lago Vista.
   Mayor discusses item with Eric Dela Cruz and asks for procurement to review policies and add some security control.
   Council discusses item and would like this item brought back with updated procurement policies.

8. Discussion regarding the City Charter review and amendment process, including proposed Charter amendments, legal and procedural requirements, public participation, development of a review and approval schedule, and necessary actions and deadlines associated with submitting proposed Charter amendments to the voters at the May 2027 uniform election.
   Council and City Attorney discuss Charter Amendments and process.
   Citizen Comment received by Robert Owen.
   Council will have future Charter work session.

9. Discussion regarding EPA Community Grant for the Lago Vista Wastewater Treatment and Effluent Management Engineering Project, including the proposed funding allocation for the WWTP and Effluent Management engineering projects.
   Council discusses the item.

10. Discussion and possible action regarding the replacement of the main effluent transmission line from Pond 17 to Pond 2.
    Public Works Director Ernesto Rios updates City Council on this item.
    Citizen Comment received by Mike De Sosa and David vonOhlerking.

X. ITEMS OF COMMUNITY INTEREST

XI. STAFF AND COUNCIL LIAISON REPORTS

A. Routine Reports from City Staff.

Interim City Manager Ron Joy provided updates regarding the fourth emergency workshop, the swearing-in of Police Officer James Neely, and ongoing Public Works efforts to repair the lift stations. He also provided information regarding the upcoming implementation of Stage 5 water conservation measures. Street paving update also included.

B. Routine Reports from City Council Board/Commission/Committee Liaisons.

Mr. Hall provided an update regarding the GCAC meeting and discussed the pipeline issue.

Councilor Amanda Chavarria provided updates from the BSC meeting and discussed KLVB and the Governor's Achievement Award. She also shared information regarding the Women's Club scholarship raffle ticket fundraiser and provided an update on the LAB meeting.

Mayor Pro Tem Norma Owen provided Council with updates from the Board of Adjustment (BOA) meeting.

The Mayor reviewed the upcoming meeting schedule, including the November 13 Strategic Planning meeting, November 16 Election Canvass, and November 17 Strategic Planning meeting.

Councilor Paul Prince reported that the Planning and Zoning Commission (P&Z) will not meet in November. Update was shared regarding the Rolling Hills Church food pantry and its current need for donations and support.

XII. ADJOURNMENT

Councilor Prince Adjourns the meeting at 8:12 pm.

CITY OF LAGO VISTA

_____
Shane R. Saum, Mayor

ATTEST:

_____
Robin Smith, City Secretary

On a motion by Councilmember _____, seconded by Councilmember _____, the above and foregoing instrument was passed and approved.

AGENDA ITEM NO. VIII.5

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 19, 2026

SUBMITTED BY: Victor Manzano, CIP Manager

SUBJECT: Take action regarding Individual Project Order No. 4 with DCS Engineering, LLC, for the Effluent Management/ Expansion – Cedar Breaks Irrigation Master Plan, in an amount not to exceed $216,975.00; and authorizing the City Manager to execute the project order.

BACKGROUND: The City's effluent management system currently relies on the Cedar Breaks land-application area and other reclaimed-water facilities to manage treated wastewater flows. As wastewater flows increase, the City will need to expand its available disposal and beneficial-reuse capacity while also evaluating the infrastructure necessary to support future phases of the system.

Individual Project Order No. 4 provides for development of a citywide effluent/reclaimed-water master plan intended to establish a coordinated framework for the City's Effluent Management / Expansion program. The effort will evaluate the capacity and limitations of the existing Cedar Breaks system, future irrigation acreage needs, and the transmission, pumping, storage, and distribution improvements that may be required as the system expands.

The study will also evaluate opportunities to increase beneficial reuse of treated effluent, including potential Type I reclaimed-water applications, and develop a phased capital-improvement approach with planning-level costs to help guide future projects.

In addition to the long-range planning effort, the scope includes Phase I preliminary engineering for the first improvement identified through the study. This allows the City to begin advancing a near-term expansion project while establishing the broader plan for future effluent management needs.

Final design of the initial Phase I improvement is not included in the current project order. Following completion of preliminary engineering, a separate professional-services amendment will be required to establish the final-design scope and fee.

FINDINGS:

Staff recommends the proposed master-planning approach because it addresses the City's near-term need for additional effluent disposal capacity while also providing a framework for future system expansion.

The scope will allow the City to evaluate Cedar Breaks capacity and expansion needs in conjunction with the transmission, pumping, storage, reclaimed-water, and other infrastructure required to support the overall effluent system.

Including Phase I preliminary engineering within the current scope allows the first identified improvement to advance without waiting for a separate planning effort to be completed. Final design would be brought back for separate authorization once the Phase I scope and cost are better defined.

FINANCIAL IMPACT:

Individual Project Order No. 4 is a lump-sum professional-services agreement in the amount of $216,975. The proposed EPA funding allocation for this agreement is $173,580, with a required City grant match of $43,395.

The EPA funding plan also includes a $109,526 placeholder for future Phase I final design. This amount is not part of the current project order and would require a separate professional-services amendment following completion of preliminary engineering.

RECOMMENDATION:

Approve Individual Project Order No. 4 with DCS Engineering, LLC, in an amount not to exceed $216,975.00 for Effluent Management/ Expansion – Cedar Breaks Irrigation Master Plan; and authorize the City Manager to execute the project order, subject to final legal review and applicable grant requirements.

ATTACHMENTS:

Project No. 4.pdf

INDIVIDUAL PROJECT ORDER No. 4

Describing a specific agreement between DCS (the Consultant), and City of Lago Vista (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated March 5, 2026, which is incorporated herein by reference. The work performed by the Consultant will be done confidentially at all times. No information will be shared or discussed with anyone other than the Client and the Client's specified interested parties unless prior authorization from the Client is received in writing by the Consultant.

Identification of Project: Cedar Breaks Irrigation Master Plan
DCS Project No: 20101709

Specific Scope of Basic Services:
DCS Engineering, LLC (DCS) will provide civil engineering services to full fill the City's goal to develop a phased master plan that expands the City's effluent reuse infrastructure to support long-term disposal needs while providing flexibility for future system improvements including reclaimed water uses.

The primary reason for this master plan is to generate and document the plan to treat the ultimate anticipated effluent flows and/or monetize the effluent produced by the WWTP via reclaimed water sales. We understand that the ultimate WWTP flow will be about 2.4 mgd from the City's service area. By developing a master plan first with a clear vision of what the system(s) will look like when completed, allows the City to proceed with maximum efficiency in leveraging existing infrastructure, minimizing construction of temporary/undersized/ oversized infrastructure, maximize the potential to sell reclaimed water, potentially reduce potable water demands, potentially reduce the ultimate potable surface water treatment capacity, and/or potentially sell excess surface water rights to another entity.

Once the ultimate system is known, fully informed decisions can be made to define the scope of work required at this time to expand the effluent disposal system(s). The goal of this first construction project is to minimize it's cost and defer any unnecessary capital expenditures to a future date (triggered by well-defined milestones in the master plan). Furthermore, the master plan will include a list of capital of improvement projects with associated construction costs and schedules to implement so the City is fully positioned in a proactive stance for implementing and funding its upcoming infrastructure needs.

With the above said and in the interest of expediting the first required project, the preliminary engineering task is included in the attached scope of work. Once the first project has been clearly identified and agreed to with staff, DCS will begin the preliminary engineering on that project's scope of work while the master plan proceeds through the later stages of completion. Upon completion of this preliminary engineering, DCS will provide another proposal for the final design of the project.

The anticipated project deliverables and engineering efforts will include:

- Evaluation of the existing Cedar Breaks irrigation and effluent reuse system including acreage requirements to achieve an ultimate flow of 2.4 mgd for WWTP effluent disposal.
- Calculate available disposal capacity of the existing acreage (in mgd for WWTP capacity)
- Development of a phased expansion plan for the reclaimed water distribution system to support future reclaimed water needs including diameters and routing.
- The master plan with phased recommendations for future implementation and planning-level cost estimates.
- Hydraulic modeling and identification of infrastructure improvements, including transmission mains, pumping, pond storage, ground storage tanks, and distribution facilities.
- Evaluation of effluent storage tank and pump station to provide reclaimed water to future developments where feasible.
- Additional operational improvements needed to improve system flexibility.
- Identification of additional testing, permitting, or regulatory requirements necessary to support future expansion.
- Sunset Park Athletic Fields
    - Evaluate the infrastructure necessary to convert the existing athletic fields at Sunset Park to Type I reclaimed water irrigation. (Assuming Aqua disk filter is installed at the WWTP)

- Identify improvements required to connect to the existing purple pipe infrastructure.
- Identify treatment, storage, pumping, or other infrastructure necessary to support public reclaimed water used irrigation.

- Future Reclaimed Water Areas
  - Evaluate additional public facilities and future service areas that could utilize reclaimed water.
  - Identify infrastructure improvements necessary to serve these areas.
  - Evaluate implementation strategies, including Type I conversion requirements, storage tanks, transmission mains, pumping facilities, and other infrastructure needed to expand reclaimed water use in a cost-effective manner.

Tasks will include the following:

Task 200 – Data Collection & Compilation

1. Coordinate with the Operator to obtain historical flow, sampling data, and other pertinent information as may be necessary for the analysis.
2. Conduct up to two (2) meetings with the Operator and/or City Staff regarding facility history.
3. Conduct two (2) site visit to existing TLAP facility to field measure existing facilities and collect data.

Task 205 – TLAP System and Reclaimed Water System Evaluation & Analysis

1. Review and confirm historical flows and system demands.
2. Compare actual flows and water characteristics against TCEQ regulations and long term soil impact.
3. Identify options to increase the capacity of the existing TLAP system considering the existing infrastructure at the facility.
4. Identify improvements that will be needed at the facility to achieve an ultimate WWTP effluent disposal of 2.4 mgd.

Task 210 - Engineer's Opinion of Most Probable Construction Cost

1. Prepare conceptual engineers' opinion of most probable construction cost for all projects included on the capital improvement project list. The Engineer shall not be required to guarantee the accuracy of these estimates.

Task 215 – Preliminary Engineering Design – Phase I

1. DCS will identify the scope of work required to complete the final design phase including but not limited to identification of surveying, geotechnical investigation with borings for final design, easement identification, detention analysis, etc. DCS will obtain quotes for the work and include those fees in our Final Design Proposal.
2. Refine the conceptual engineers' opinion of most probable construction cost (OPC) for the projects to a higher level of detail and accuracy for use as the preliminary engineering OPC. The Engineer shall not be required to guarantee the accuracy of these estimates.
3. Coordination with Regulatory Agencies, Private Utilities, and Potential Utility Customers
   a. Regulatory Agencies: The Consultant shall identify the regulatory agencies for which permitting of construction activities will be required and shall meet with, and coordinate with these agencies to brief them on the particulars associated with this Project and gather permitting information which will be useful in ordinance compliance and final design. The Consultant will prepare and process permits required by outside agencies. Client shall be responsible for permit fees and signatures as necessary for processing. TCEQ, Client will be coordinated with for work within rights of way.
   b. Private Utility Companies (Gas, Electric, Telephone, and Cable): The Consultant shall review the preliminary plans with each private utility to clearly set forth the project objectives and to determine if any utility has any concerns or objections. Effort will be expended to resolve any potential conflicts as well as to absolve the concerns and/or objections.

c. Preliminary Design of plans and profiles, facility layouts, preliminary details, preliminary technical specifications, and a preliminary Engineer's Opinion of Probable Cost will be provided to Client to conclude the efforts. Upon review by Client, Consultant will include Client staff comments and submit Preliminary Design to the City for approval. The Consultant will then prepare a final design proposal in preparation to move forward into the final design phase.

Task 220 – Master Plan Report

1. Prepare a draft Master Plan documenting and summarizing the findings.
2. Create a PowerPoint presentation summarizing the study and present it to City Council.
3. Conduct up to two (2) meetings with the City of Lago Vista to discuss study results with supporting PowerPoint presentation and/or Master Plan.
4. Finalize Master Plan.

Additional Services if required:

Additional Services are those that are specifically excluded from this Individual Project Order, but which could become necessary or desired at some time during the project. The Consultant shall perform Additional Services only as authorized to do so by the Client. If the Client requests Additional Services, the Consultant will prepare a specific scope and budget for the services requested for review and approval, prior to initiating the services.

- Preparation of stamped plans and specifications for the initial phase of improvements, along with TCEQ permitting support as required.
  - Provide sufficient irrigation acreage to support approximately 100 acres
  - Evaluating opportunities to exceed that acreage where practical to provide additional operational flexibility and improve effluent dispersion.
- Effluent Fill Station
  - Evaluate the feasibility of constructing an effluent fill station for future developer and contractor use.
  - Identify storage, pumping, metering, operational requirements, and permitting considerations.

Owner's Responsibilities

- Owner shall have those responsibilities set forth in the Master Agreement for Continuing Professional Services.

Schedule:

- Consultant shall have those responsibilities set forth in the Master Agreement for Continuing Professional Services.
- Authorization to Proceed: Signing of this Agreement for services shall be authorization by the Client for DCS to proceed with the work. The timeline is based the below assumed Authorization to Proceed date from the Client.
- The below schedule reflects a total of nine (9) months to complete the scope of work in this proposal.
- DCS anticipates two months for data collection and compilation including field visits. Once all data collection has been completed, the analysis is expected to take five months. Once the analysis is complete, a meeting with the City of Lago Vista will be set to discuss the study results. An additional two months for the client to review the draft report and consultant to incorporate the client's review comments into the final master plan is shown in the below timeline.

o Authorization to Proceed	November 6, 2026
o Data Collection & Compilation	January 6, 2027
o Evaluation & Analysis	April 6, 2027
o Preliminary Engineering Design – Phase I start	June 6, 2027
o Draft Master Plant Report	June 6, 2027
o Engineer's OPC	June 6, 2027
o Receive Client Comments	July 6, 2027
o Power Point Presentation to City Council	July 21, 2027
o Final Master Plan Report	August 6, 2027
o Preliminary Engineering Design – Phase I completion	August 6, 2027

Deliverables:

- Master Plan
- PowerPoint Presentation Summarizing Study

Terms of compensation:

Client shall pay Engineer for services rendered as follows:

- DCS Engineering, LLC will invoice monthly for services rendered the preceding month based on the percentage of services completed. Client shall pay DCS Engineering, LLC within 30 days for the services rendered and invoiced.
- We propose to provide the services described above on a lump sum (LS) fee basis as noted in the table below, by task. Our proposed fees for the above scope of work are shown by task on the table below. The above referenced services will be performed within the duration discussed above.

Fee Schedule

Task	Description	Lump Sum Fee
200	Data Collection & Compilation	$35,720.00
205	Evaluation & Analysis	$84,585.00
210	Engineer's Opinion of Most Probable Construction Costs	$18,280.00
215	Preliminary Engineering Design – Phase I	$40,000.00
220	Master Plan Report	$38,390.00
	Total Lump Sum Fee =	**$216,975.00**

ACCEPTED:

CITY OF LAGO VISTA

BY: _____

TITLE: _____

DATE: _____

DCS

BY: _____

TITLE: Principal

DATE: 10/9/26

AGENDA ITEM NO. IX.1

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 19, 2026

SUBMITTED BY: Tam Pieklik, Development Services Supervisor

SUBJECT: Discussion and possible action to approve Ordinance No. 26-11-19-01, amending Chapter 3, "Building Regulations," to adopt updated construction codes and establish local administrative and technical amendments, based on the recommendation of the Building and Standards Commission.

BACKGROUND:

Chapter 3, "Building Regulations," establishes the City's adopted construction codes, local amendments, administrative procedures, permit requirements, inspection authority, and related building regulation standards. The City has previously adopted various building, residential, fire, plumbing, mechanical, electrical, energy, and life safety codes through Chapter 3 and related ordinances.

Staff has reviewed Chapter 3 and identified the need to update and reorganize the article to improve clarity, consistency, transparency, and administration. The proposed ordinance amends Chapter 3 to more clearly identify the adopted codes, consolidate duplicative or outdated language, and separate local administrative and technical amendments into an adopted exhibit or Development Procedures Manual format.

The proposed amendments include adoption or recognition of the following construction codes, as locally amended:

1. 2021 International Building Code;
2. 2021 International Residential Code;
3. 2021 International Existing Building Code;
4. 2021 International Fire Code;
5. 2021 International Mechanical Code;
6. 2021 International Plumbing Code;
7. 2021 International Fuel Gas Code;
8. 2021 International Swimming Pool and Spa Code;
9. 2023 National Electrical Code, NFPA 70; and
10. 2021 National Fire Protection Association Life Safety Code, NFPA 101.

The proposed ordinance also establishes a framework for local amendments, administrative procedures, permit submittal requirements, design criteria, inspection requirements, permit expiration and extension procedures, and related construction requirements to be maintained in an adopted exhibit or Development Procedures Manual, provided such documents do not conflict with the City Code, adopted ordinances, or applicable state or federal law.

This approach is intended to make Chapter 3 easier to use while preserving the City Council's authority to adopt local amendments by ordinance. It also allows staff, applicants, contractors, inspectors, and the public to more easily locate the administrative and technical standards that apply to construction activity in the City.

FINDINGS:

Staff finds that the proposed amendments are appropriate for the following reasons:

1. The amendments update and clarify the City's adopted construction codes and related local requirements.
2. The amendments improve the organization of Chapter 3 by consolidating adopted code language and separating local administrative and technical standards into an adopted exhibit or Development Procedures Manual structure.
3. The proposed structure improves transparency for applicants, contractors, design professionals, inspectors, and the public by making local amendments and administrative requirements easier to locate and apply.
4. The amendments preserve local requirements that address Lago Vista's specific construction conditions, including topography, drainage, utility infrastructure, emergency access, flood hazards, wildfire exposure, permitting procedures, inspection requirements, and local design criteria.
5. The amendments provide clearer authority for permit administration, digital submittals, permit duration, permit extensions, stop-work orders, correction notices, occupancy violations, and enforcement procedures.
6. The amendments help ensure that the City's building regulations remain consistent with applicable model codes, state law, local construction practices, and public health and safety needs.
7. The proposed ordinance includes conflict, savings, severability, publication, and effective date provisions to support orderly implementation.
8. Approval by the Building and Standards Commission will allow

the ordinance to proceed to City Council for consideration.

FINANCIAL IMPACT: No direct financial impact is anticipated from the Commission's recommendation. The proposed amendments are administrative and regulatory in nature. Implementation may require staff time to update public-facing materials, permit guidance, online resources, and internal procedures. Any applicable permit, inspection, or review fees will continue to be assessed in accordance with the City's adopted fee schedule.

RECOMMENDATION: Staff recommends that the Council approves the proposed ordinance amending Chapter 3, "Building Regulations," of the City of Lago Vista Code of Ordinances, including adoption of the updated construction codes, recognition of applicable local amendments, and authorization for local administrative and technical standards to be maintained in an adopted exhibit or Development Procedures Manual format.

ATTACHMENTS:
26-11-19-01 Amend Ch 3 Building Regulations.docx
Exhibit A: Amendments to Chapter 3
Exhibit B: Local Amendments and Design Criteria

ORDINANCE NO. 26-11-19-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AMENDING CHAPTER 3, "BUILDING REGULATIONS," OF THE CITY OF LAGO VISTA CODE OF ORDINANCES WHICH ADOPTS THE ITERNATIONAL CODE CONGRESS (ICC) 2021 VERSIONS OF THE INTERNATIONAL EXISTING BUILDING CODE, THE INTERNATIONAL SWIMMING POOL AND SPA CODE AND WHICH ENABLES A DEVELOPMENT PROCEDURES MANUAL, AND WHICH SEPARATES LOCAL AMENDMENTS TO ICC CODES INTO A SEPARATE EXHIBIT; AND WHICH INSTRUCTS STAFF TO PLACE THIS EXHIBIT INTO A DEVELOPMENT PROCEDURES MANUAL WHICH ADDRESSES ICC LOCAL AMENDMENTS, PERMIT REQUIREMENTS, PERMIT EXPIRATION AND EXTENSION PROCEDURES, DESIGN CRITERIA, DEVELOPMENT PROCEDURE MANUAL REFERENCES, AND RELATED BUILDING REGULATION REQUIREMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lago Vista is authorized under Texas Local Government Code Chapters 51, 54, 211, 212, 214, and other applicable state law to adopt and enforce regulations necessary to protect the public health, safety, and welfare; and

WHEREAS, the City Council has previously adopted building, residential, fire, plumbing, electrical, mechanical, energy, and related construction codes applicable within the City; and

WHEREAS, the City Council finds that periodic updates to Chapter 3, "Building Regulations," are necessary to maintain consistency with currently adopted model codes, applicable state law, local construction conditions, administrative procedures, and public safety needs; and

WHEREAS, the City Council further finds that clear permit application requirements, inspection procedures, permit expiration provisions, extension procedures, and references to adopted administrative manuals improve consistency, transparency, and enforceability; and

WHEREAS, the City Council desires to amend Chapter 3 of the City of Lago Vista Code of Ordinances and adopt a Development Procedures Manual, as set forth herein and in the attached exhibits; and

WHEREAS, the Building and Standards Commission has recommended approval of this ordinance

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS:

SECTION 1. Findings.

The findings and recitals set forth above are hereby found to be true and correct and are incorporated into this Ordinance for all purposes.

SECTION 2. Amendment to Chapter 3.

Chapter 3, "Building Regulations," of the City of Lago Vista Code of Ordinances is hereby amended as shown in **Exhibit "A,"** attached hereto and incorporated herein for all purposes.

SECTION 3. Local Amendments and Administrative References.

"Local Amendments", Exhibit B, attached hereto and incorporated for all purposes. is hereby adopted.

Local amendments, administrative procedures, permit submittal requirements, design criteria, inspection requirements, permit expiration and extension procedures, and related construction requirements shall be applied as set forth in Chapter 3 and any adopted exhibit, Development Procedure Manual, Engineering Criteria Manual, local amendment appendix, or other document adopted or referenced by ordinance.

Administrative manuals may be used to implement procedures, forms, submittal requirements, review processes, and technical guidance, provided such manuals do not conflict with the City Code, adopted ordinances, or applicable state or federal law.

SECTION 4. Conflict.

Where this Ordinance or Chapter 3 conflicts with adopted ICC codes, local amendments adopted by ordinance shall control except where prohibited by state law. Where Chapter 3 conflicts with another City ordinance, the provisions shall be interpreted to give effect to the more specific or more restrictive requirement, unless otherwise required by law.

SECTION 5. Savings Clause.

All rights, remedies, penalties, obligations, permits, applications, enforcement actions, and proceedings existing prior to the effective date of this Ordinance shall remain valid and enforceable unless expressly modified by this Ordinance.

Applications submitted and deemed complete prior to the effective date of this Ordinance may proceed under the previously applicable regulations to the extent authorized by law and City ordinance.

SECTION 6. Severability.

If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is found to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, such finding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. Publication.

The City Secretary is directed to publish this Ordinance or its caption as required by law.

SECTION 8. Effective Date.

This Ordinance shall be effective immediately upon passage, approval, and publication as required by law.

PASSED AND APPROVED this ___ day of _____, 2026.

CITY OF LAGO VISTA, TEXAS

CITY OF LAGO VISTA, TEXAS

_____

Shane Saum, Mayor

ATTEST:

_____

Robin Smith, City Secretary

ARTICLE 3.100 BUILDING CODES AND CONSTRUCTION REQUIREMENTS

Sec 3.101 Short Title

This article shall be known as and may be cited as the building code of the city.

Sec 3.102 Purpose

This article provides minimum standards to preserve and promote the health, safety, property and general welfare of the people by regulating and controlling the design, construction, quality of materials, surface water, use and occupancy, location and maintenance of all buildings and structures within the city, including certain electrical, plumbing and mechanical equipment specifically regulated herein.

Sec 3.103 Scope and Conflict

(a) Scope. The provisions of this article shall apply to the erection, construction, enlargement, alteration, major repair, residing, moving, improving, converting, using or occupying any building or structure in the city. This article also provides requirements for site preparation, blasting, surface water control and other related construction matters. This article recognizes, adopts and may provide for all applicable building codes.

(b) Other Requirements. Additional and related local ordinance requirements include, but are not limited to, the provisions within Chapter 3.5, Chapter 10, Chapter 11, Chapter 13, Chapter 14, and the Technical Construction Standard Specifications (TCSS) adopted as Ordinance Number 19-02-21-02 as amended. The TCSS is incorporated by reference herein and shall be deemed to have the same force and effect as if set forth in full herein.

(c) Conflict. Where, in any specific case, this article conflicts with the codes adopted by reference, such as the International Building Code, this article will govern, except as required by state law. Conflicts between this article and other ordinances of the City of Lago Vista shall be interpreted so that the more restrictive requirement shall prevail, and if the standards or procedures in this article are different from any other ordinance, the conflict shall be interpreted in a manner consistent with the intent of the applicable ordinances and governing law, as determined by the City Manager or designee.

(Ordinance 09-11-05-01 adopted 11/5/09; Ord. 22-07-07-04 on 7/7/2022)

*State law references—International Residential Code adopted as a municipal residential building code, V.T.C.A., Local Government Code, sec. 214.212; building and residential codes, V.T.C.A., Local Government Code, sec. 214.211 et seq.; National Electrical Code adopted as the municipal residential electrical code, V.T.C.A., Local Government Code, sec. 214.214; adoption of rehabilitation codes or provisions, V.T.C.A., Local Government Code, sec. 214.215; International Building Code adopted as municipal commercial building code, V.T.C.A., Local Government Code, sec. 214.216; adoption of building energy efficiency performance standards, V.T.C.A., Health and Safety Code, sec. 388.003; adoption of plumbing codes and amendment of codes by municipality,

V.T.C.A., Occupations Code, sec. 1301.255(d), Authority of city to establish fire regulations, V.T.C.A., Local Government Code, sec. 342.003.

Sec 3.104 Definitions

Definitions not supplied herein shall be obtained from adopted editions of the International Building Code, International Mechanical Code, International Plumbing Code, National Electrical Code, International Property Maintenance Code, International Fuel Gas Code, International Energy Conservation Code, the International Fire Code and Webster's Third New International Dictionary of the English language, unabridged.

Alterations. Any change, addition or modification in construction, any change in the structural members of the building, such as exterior walls, columns, beams or girders, the consummated act of which may be referred to herein as "altered" or "reconstructed."

Antenna Support Structures.

(a) Monopole Antenna Structure. A self-supporting, pole-type structure with no guy wire support, tapering from base to top and so designed to support fixtures which hold one or more antennas and related equipment for wireless telecommunication transmission.
(b) Lattice Antenna Structure. A steel lattice, self-supporting structure with no guy wire support, so designed to support fixtures which hold one or more antennas and related equipment for wireless communication transmission.
(c) Guyed Lattice Antenna Structure. A steel lattice, guy wire supported structure, so designed to support fixtures which hold one or more antennas and related equipment for wireless communication transmission.

Apprentice Electrician. A person undertaking the learning of the electrical trade and doing electrical work under the direct, constant personal supervision and control of either a licensed master electrician or a journeyman electrician and who has been properly licensed by the state department of licensing and regulation.

Building. Any structure either temporary or permanent, having a roof or other covering and designed or used for the shelter or enclosure of any person, animal, or property of any kind, including, but not limited to, tents, awnings or vehicles situated on private property and used for the purpose of a building.

Building Height. See Section 2.10 of Chapter 14.

Building or Other Independent Support Structures. Buildings or other structures such as water towers, church steeples, utility poles and other creative locations.

Certificate of Occupancy. A certificate granting inhabitation of a structure issued by the city upon the satisfactory completion of all city ordinances, policies and regulations.

City. The word city as used in this article shall refer to the City of Lago Vista.

City Engineer. A person or entity so qualified according to state regulations to provide the required services.

Container Homes. Also known as "shipping container homes," are a type of dwelling made out of steel shipping containers that are typically used to transport goods on trucks, trains, and ships. These containers are repurposed and modified to create livable spaces.

Dwelling. Any building which contains one or more "dwelling units" or "guest rooms" used, intended or designed to be built, used, rented, leased, let or hired out to be occupied, or which are occupied for living purposes.

Dwelling Unit. A single unit providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation.

Electrical Wiring and Apparatus. All materials, devices, machinery, appliances, appurtenances or conductors used in connection with the production of electric lights, heat or power or the transmission of electrical signals.

Erosion. The process by which the ground surface is worn away by the action of wind and/or water and material therefrom is carried, or is likely to be carried, across any property line in significant quantities.

Excavation. Any breaking of ground on the site by mechanical means, but does not include operations in securing survey or geological data including necessary borings to ascertain subsurface conditions for foundations and septic systems.

Floor Area and Living Area. See Chapter 14.

Grading. Any act by which soil, rock, or mineral matter is cut into, dug, uncovered, removed, displaced or relocated; and includes the removal of vegetation, excavation and land balancing.

Graywater System. A graywater sewage system may consist only of wastewater from showers, tubs, lavatories, clothes washer, the nongarbage disposal side of a two-compartment sink and from a bar sink.

Impervious Cover. Any structure or surface not permitting the absorption of water.

Industrialized Building. A commercial structure that:

(a) Is constructed in one or more modules or constructed using one or more modular components built at a location other than the commercial site;
(b) Is designed to be used as a commercial building when the module or the modular components are transported to the commercial site and erected or installed;
(c) Includes the structure's plumbing, heating, air conditioning, and electrical systems; and

(d) Includes a permanent commercial structure and a commercial structure designed to be transported from one commercial site to another commercial site but does not include a commercial building or structure that is:
    1) Installed in a manner other than on a permanent foundation; and
    2) Either:
        (A) Not open to the public; or
        (B) Less than 1,500 square feet in total area and used other than as a school or a place of religious worship.

Industrialized Housing.

(a) A residential structure that is:
    (1) Designed for the occupancy of one or more families;
    (2) Constructed in one or more modules or constructed using one or more modular components built at a location other than the permanent site, including modular components constructed of shipping containers; and,
    (3) Designed to be used as a permanent residential structure when the module or modular component is transported to the permanent site and erected or installed on an engineered permanent foundation system.
(b) Industrialized housing includes the structure's plumbing, heating, air conditioning, and electrical systems.
(c) Industrialized Housing does not include:
    (1) Housing constructed of a sectional or panelized system that does not use a modular component; or
    (2) A ready-built home constructed in a manner in which the entire living area is contained in a single unit or section at a temporary location for the purpose of selling and moving the home to another location.
(d) Only housing designed as single-family housing, duplexes, townhouses, or apartments are considered industrialized housing. Residential occupancies such as dormitories and motels or hotels would be considered industrialized buildings, not industrialized housing.

Journeyman Electrician. Except as otherwise provided, a person undertaking electrical work under the supervision, direction and control of a licensed master electrician and who has been properly licensed by the state department of licensing and regulations. The term "journeyman electrician," however, shall not include an apprentice electrician, and nothing in this article shall be construed as prohibiting an apprentice electrician from doing electrical work under the direct, constant, personal supervision and control of either a licensed master or journeyman electrician.

Manufactured Home. Prefabricated housing products which are typically manufactured or assembled at a location other than the end user's permanent site, and which are regulated by the Texas Manufactured Housing Standards Act. For the purposes of this Ordinance there are two types of manufactured homes.

(a) HUD-Code Manufactured Home.
  (1) A HUD-Code Manufactured Home refers to a structure that is:
    (A) Constructed on or after June 15, 1976, according to the rules of the US Department of Housing and Urban Development;
    (B) Built on a permanent chassis;
    (C) Designed to use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities;
    (D) Transportable in one or more sections; and
    (E) In the traveling mode, at least eight body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet in area.
  (2) Includes the plumbing, heating, air conditioning and electrical systems of the home, and
  (3) Each unit is identified by the presence of a HUD Plate/Compliance Certificate label
  (4)

(b) Mobile Home.
  (1) A Mobile Home refers to a structure that is:
    (A) Constructed before June 15, 1976;
    (B) Built on a permanent chassis;
    (C) Designed to use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities;
    (D) Transportable in one or more sections; and
    (E) In the traveling mode, at least eight body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet in area.
  (2) Includes the plumbing, heating, air conditioning and electrical systems of the home.

Master Electrician. A person skilled in the planning, supervision, installation, alteration or changing of electric wiring and apparatus and familiar with the rules, laws and regulations governing such and who has been licensed by the state department of licensing and regulations.

Modular Building. See Industrialized Building.

Modular Home. See Industrialized Housing.

Multifamily. Any development having more than two residential dwelling units on a single lot.

Person. An individual, proprietorship, partnership, joint venture, private or public corporation, association, firm, public service company, cooperative, political subdivision, municipal corporation, government agency, public utility district, or any other entity, public or private, however organized.

Repair. The reconstruction, renovation or renewal of any part of an existing building for the purpose of its maintenance. Such term shall not apply to any change in construction, alteration, or addition to a building other than for the purpose of reconstruction, renovation or renewal.

Retaining Wall. A structure that is constructed between lands of different elevations to stabilize the surfaces, prevent erosion, and/or protect structures. Retaining walls not taller than 18 inches may also be used to identify property lines, driveways, etc. Retaining walls taller than 18 inches above the material being retained shall be considered regulated by the zoning ordinance as that ordinance addresses fences. Retaining walls may also be subject to structural and engineering requirements under this article.

Seal. A device or insignia issued by the state or federal government to be affixed to manufactured homes and mobile homes to indicate compliance with the standards, rules, and regulations established by the state or the U.S. Department of Housing and Urban Development. The term also applies to any device or insignia issued by the Texas Industrialized Building Code Council relating to industrialized buildings, including modular homes. Any state seal shall remain the property of the state.

Site Preparation. Any clearing of trees and other vegetation and/or disturbing or grading the land with equipment such as "bobcats," bulldozers, backhoes and graders. This definition does not include normal lot maintenance such as mowing, trimming and pruning. Also, this definition does not include efforts necessary for securing survey or geological data including necessary borings to ascertain subsurface conditions and percolation rates for planned septic fields.

Structure. Anything constructed or erected which requires location on the ground or is attached to anything having a location on or in the ground that is of a permanent nature and such is constructed; or an erected object that is positioned on private property or in a street right-of-way of the city posing a danger or threat to the safety and/or welfare of the public. See also Section 2.10 of Chapter 14.

Swimming Pool. A body of water in an artificial or semi-artificial receptacle, structure or container located outdoors, either above ground or below ground, that contains water over 24 inches in depth, used or intended to be used for public, semipublic, or private swimming, and includes swimming pools used or intended to be used solely by the owner or others without payment of any fee.

Unmanned Equipment Building. An accessory building housing electronic and communication equipment as an associated and permitted part of a wireless communication system.

Wireless Communication System. Antennae and antenna support structures for mobile and land based telecommunications facilities including, but not limited to, whip antennas, panel antennas, microwave dishes and receive-only satellite dishes, cell enhancers and related equipment for wireless transmission from a sender to one or more receivers, such as for mobile cellular telephones, mobile radio systems facilities, commercial mobile radio service and radio or television (commercial only) broadcasting towers and transmitting stations. This definition is inclusive of the placement of the above referenced equipment on a monopole tower, guyed steel lattice tower and any commu-nication tower which does or does not utilize guy wire support in

addition to existing buildings or other independent support structures. This system shall also allow as one of its components an unmanned equipment shelter. See Section 19 of Chapter 14.

Zoning Districts. The zoning districts provided for in the city's zoning ordinance. See Chapter 14. (Ordinance 09-11-05-01 adopted 11/5/09; Ordinance O-31-14 adopted 12/18/14; Ord. 18-12-06-03 on 12/6/2018; Ord. 23-08-03-02 on 8/3/2023; Ord. 24-05-16-03 on 5/16/2024; Ord. 24-08-01-04 on 8/1/2024)

Sec 3.105 Administration

This section prescribes the administration of this article.

(a) City Manager. The city manager, or his/her designee, is hereby authorized and directed to enforce this article except where other specific guidance is provided herein. The city manager, or his/her designee, will review and approve or disapprove applications for various permits, issue building permits and will also perform inspections of new construction prior to issuing a certificate of occupancy.

(b) Reports and Records. The city manager, or his/her designee, shall submit monthly activity reports, and an annual summary report to the city council by November 1 of each year, indicating the number of permits issued for single-family, duplex, multifamily, commercial, mobile home and industrial development. The city manager, or his/her designee, shall keep permanent, accurate account of all fees and other monies collected.

(c) Right to Entry. The following regulations shall regulate the right of city officials to enter buildings or property:

(1) Whenever necessary to make an inspection to enforce any of the provisions of this article, or whenever the city has reasonable cause to believe that there exists in any building or upon any premises any condition in violation of this article, the city manager or his/her designee may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon the city manager or his/her designee(s) by this article; provided that if such building or premises be occupied by the owner or other persons having charge or control of the building or premises cannot be located after reasonable effort or if the entry request is refused, the city council shall bring recourse to every remedy provided by law to secure such entry.

(2) It is expressly provided, however, that nothing in this subsection shall authorize any representative of the city to trespass on real property except in the exercise of entry rights accorded by, and pursuant to procedures required by, the state and federal constitutions for public inspectors of building safety.

(3) Should an owner or occupant or any other person having charge, care and control of any building or premises refuse, after proper request is made as herein provided, to promptly permit entry therein by the city or inspection agent for the purpose of inspection and examination pursuant to this article, he shall be in violation of this subsection.

(d) Stop Work Orders. Whenever any building work is being done contrary to the provisions of this article, the city may order the work stopped by notice in writing served on any person engaged in the doing or causing such work to be done and the city shall post a stop work order on the property adjacent to the posted building permit, or attached to said building and any such persons shall forthwith stop such work until authorized by the city to proceed with the work. Any person who fails to comply with a stop work order shall be guilty of a misdemeanor punishable as set forth in Section 3.126.

(e) Occupancy Violation. Whenever any structure is being used contrary to the provisions of this article, the city may order such use discontinued and the structure, or portion thereof, shall be vacated by notice served on any person causing such use to be continued. Such person shall discontinue to use within ten (10) days after receipt of such notice or make

(f) the structure, or portion thereof, comply with the requirements of this article; provided however, that in the event of an unsafe building, Article 3.1200 of this chapter shall apply.

(g) Liability. Any person charged with the enforcement of this article for the city, acting in good faith and without malice in the discharge of his duties, shall not be liable personally and he/she is relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or by reason of any act or omission in the lawful discharge of official duties. Any suit brought against such person because of any act or omission in the performance of official duties shall be defended by the city attorney until final termination of the proceeding.

(h) Permit Application.

(1) The city shall receive all applications for building, site development and utility development permits for the city. The city manager or his/her designee(s) may confer with applicants to advise them on city ordinances, regulations and procedures applicable to their request. When all requirements are met, the applicants' building plans shall be submitted for approval in accordance with Section 3.110.

(2) The city manager or his designee shall have final approval authority for all building permits within the city. If the city denies the application, the applicant may appeal to the building and standards commission in accordance with Section 3.125.

(Ordinance 09-11-05-01 adopted 11/5/09; Ordinance 13-03-07-02, Sec 1, adopted 3/7/13; Ord. 19-01-03-01 on 1/3/2019)

~~Sec 3.106 - Building and Fire Codes~~

~~This section contains the building code for the city. The 2021 International Building Code, the 2021 International Residential Code, the 2021 International Fire Code, the 2021 Existing Building Code, and the 2021 National Fire Protection Association's Life Safety Code (NFPA 101) are hereby adopted and made part of this article with the following requirements, amendments, and clarifications:~~

~~(a) Excluded Appendices. All appendices of the above referenced building codes are hereby adopted except for the following which are excluded in their entirety:~~

(1) Appendix A "Employee Qualifications," Appendix B "Board of Appeals," Appendix D "Fire Districts," Appendix H "Signs," Appendix J "Grading," and Appendix K "Administrative Provisions" of the 2021 International Building Code;

(2) Appendix L "Permit Fees" of the 2021 International Residential Code; and

(3) Appendix A "Board of Appeals" of the 2021 International Fire Code.

(b) Excluded Provisions. All provisions of the above referenced building codes are hereby adopted except for the following sections of the 2021 International Residential Code which are excluded in their entirety:

(1) Section R105.2 Work Exempt from Permit (Chapter 1 Scope and Administration, Section R105 Permits);

(2) Section R313.2 One and two family dwelling automatic fire systems (Chapter 3 Building Planning, Section R313 Automatic Fire Sprinkler Systems); and

(3)Section P2503.8.2 Testing (Chapter 25 Plumbing Administration; Section P2503 Inspection and Tests).

(c) Exterior. No building or structure shall be placed or maintained on any lot in the city with outside walls which are not finished with a protected coating or covering sufficient to protect said building or structure from deterioration and the action of the elements. The exterior of all residential and nonresidential structures shall be as provided elsewhere in Chapter 3 herein.

(d) Building Materials and Construction Equipment. Except during construction, no building materials or construction equipment of any kind shall be placed or stored upon any lot; and then such material shall be placed within the property lines of the lot on which the improvements are to be made unless there is on file in the city office a letter for permission from the adjoining lot owner authorizing temporary use of such lot. Such a letter is also required where an adjoining lot is used for ingress/egress by vehicles and/or equipment.

(e) Address. All principal buildings shall have address numbers at least four inches (4") tall displayed in a prominent place on the front of such building or on a sign in the building's front yard, and able to be clearly seen from a street adjoining the property on which the building is located to identify the address to police, emergency medical service and firefighting personnel.

(Ord. 18-11-01-02 on 11/1/2018; Ord. 19-01-03-01 on 1/3/2019; Ord. 23-04-06-02 on 4/6/2023; Ord. 24-01-04-05 on 1/4/2024)

- **Sec 3.107 - Plumbing Code**

(a) This section contains the plumbing code for the city.

(1) The purpose and intent of this section is to regulate the construction, erection, and enlargement, alteration or repair of all fittings, fixtures, etc., used for conduction of water and wastewater in, on, or about any premises.

(2) The 2021 International Plumbing Code, and the 2021 International Private Sewage Disposal Code, including all appendices, except Appendix A "Plumbing Permit Fee Schedule" of the 2021 International Plumbing Code, are hereby adopted as part of this article, except as amended by this section.

(3) All connections to the city's water supply system shall meet the requirements of the city's ordinance for the control of backflow and cross connections, as amended from time to time. Required testing of all systems or devices shall be documented on a form approved by the city.

(4) Effective, March 1, 2013, all new structures utilized for human habitation or occupancy that are not utilizing a water well at the time of permitting shall connect to a city water supply if such supply is within 300 feet as measured within street ROW or a utility easement from the water supply to the nearest property line on which the structure is to be located. Afterwards, the use of any other water supply source, except for non-domestic use of harvested rainwater, shall be prohibited for any purpose.

(5) Once a structure is occupied for human habitation and is connected to a city water supply, it shall not be disconnected.

(b) Amendments to the 2021 International Plumbing Code. The following provisions shall be included as cumulative and additional local requirements.

(1) All exterior cleanout caps installed at grade in both commercial and residential applications shall be of the threaded type (Chapter 7 Sanitary Drainage, Section 708.1.6 Cleanout plugs).

(2) Grinder pumps shall be in accordance with the city standard drawings for grinder pumps (Chapter 7 Sanitary Drainage, Section 712.4 Sewage pumps and sewage ejectors).

(3) Public water supply shall be determined to be available if the city water supply is within 300 feet as measured within a street ROW or a utility easement from the water supply to the nearest property line on which the structure is to be located (Chapter 6 Water Supply and Distribution, Section 602.3 Individual water supply).

(Ord. 18-11-01-02 on 11/1/2018; Ord. 24-01-04-05 on 1/4/2024)

• Sec 3.108 - Electrical Code

This section contains the electrical code for the city.

(a) The 2023 National Electrical Code (NFPA 70) including all appendices is hereby adopted as part of this article, except as specifically amended in this section.

(b) No aluminum wiring shall be used within any structure. Aluminum wire may be used outside a building for service, provided it is one size larger than the required size for copper.

(c) All wiring and all electrical work within the city shall be performed by a person holding a license issued from the state department of licensing and regulations and shall be registered with the city.

Exception: A homeowner performing electrical work on his residence, and having ownership thereof, and after obtaining a homeowner's permit from the city, and paying all permit fees, may do his own work.

(d) No wire smaller than #12 copper shall be used.

Exception: #14 copper may be used above the switch leg to feed a maximum of 3 lights.

(e) A maximum of 12 outlets shall be allowed on a #12 wiring circuit.

(f) All wiring installed in air-ventilation ducts shall be plenum rated.

(g) Kitchen islands and peninsulas shall have outlets spaced a maximum of four (4) feet apart measured along the length of the countertop.

(h) All buildings where wiring is installed shall have an outside main disconnect readily accessible to the fire department. All commercial buildings and multifamily dwellings shall have the building address and suite or apartment number permanently marked on each disconnect.

(i) All wiring rated at 120 volts or more and all secondary, device-control wiring installed in commercial buildings shall be in conduit. All wiring installed in plenums shall be installed in metallic, flexible metal, or high-density polyethylene conduit.

(j) Application for Permit. The application for a permit required in this subsection shall describe the work to be done and shall be made in writing by a person holding the proper electrician's license. The permit when issued shall be issued to such applicant to cover such work as described and detailed. Any changes or additions must be covered by additional permits at the time changes are made. The application shall be accompanied by such plans, specifications and schedules as may be necessary to determine whether or not the installation as described will be in conformity with the requirements of this article.

(k) Submitting Plans and Specifications; Criteria for Issuance of Permit.

(1) Plans and Specifications. With each application for an electrical permit, when required by the building official for enforcement of this article, two sets of plans and specifications shall be submitted. The building official may require that such plans and specifications be prepared and designed by and bear the seal of a registered professional electrical engineer licensed by the state to practice as such.

(2) Issuance Criteria.

(A) The application, plans and specifications filed by an applicant for an electrical permit shall be checked by the building official. Such plans may be reviewed by other departments of the city to check compliance with laws and ordinances under their jurisdiction. If the building official or his/her designee is satisfied that the work described in an application for the permit and the plans filed therewith conform to the requirements of this article and other pertinent laws and ordinances, he shall issue a permit therefore to the applicant.

(B) When the building official or his/her designee issues the permit, he shall endorse in writing or stamp on both sets of plans and specifications, "approved."

(C) The building official or his/her designee may issue an electrical permit covering part of a building or structure before the entire plans and specifications for the whole building or structure have been submitted or approved, provided adequate information and detailed statements have been made complying with all pertinent requirements of this article. The holder of such permit may proceed without assurance that the permit covering the work in the entire building or structure will be granted.

(l) Issuance and Display of Permit.

(1) Plans, specifications and schedule shall not be submitted and will not be examined under this article, unless the plans, specifications and schedule are submitted by the holder of the proper electrician's license or electrical sign contractor's license. If it is found that the installation as described will in general conform to the requirements of this section and if the applicant has complied with all provisions of this article and all applicable ordinances of the city, a permit for such installation shall be issued.

(2) On all new construction, the permit for electrical work shall be displayed in a readily accessible location, or as directed by the building official, throughout the time such installation, as is covered by the permit, is being installed.

(m) Effect of Issuance and Display of Permit.

(1) The issuing or granting of an electrical permit or approval of plans and specifications shall not be construed to be a permit for or an approval of any violation of any of the provisions of this article or any other ordinance. No permit presuming to give authority to violate or cancel the provisions of this article shall be valid, except insofar as the work or use which it authorizes is lawful.

(2) The issuance of a permit based upon plans and specifications shall not prevent the building official from thereafter requiring the correction of errors in plans and specifications or from preventing building operations from being carried on thereunder when in violation of this article or any other ordinance of the city pertaining thereto.

(n) Lapse of Permit. Every permit issued by the building official under this section shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of such permit or if the building or work authorized by permit is suspended or abandoned at any time after the work is commenced for a period of 60 days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work and provided, further, that such suspension or abandonment has not exceeded one year.

(o) Remedying Dangerous or Unsafe Conditions. Where wires or apparatus are found in a dangerous or unsafe condition or are deemed to be an interference with the work of the fire department, the building official or his/her designee shall notify the person owning, using or operating them to place them in a safe, secure and noninterfering condition. Any person failing, neglecting or refusing within a reasonable time to make the necessary repairs or changes and have the necessary work completed within a reasonable time after the receipt of the notice shall be deemed guilty of violation of this article, and every day which shall elapse after the expiration of the reasonable time until the wires and apparatus are repaired, removed or changed as required by the building official or his/her designee or fire marshal may be considered a separate offense within the intent and meaning of this article.

(p) Turning Off Current by Fire Chief or Building Official or His/Her Designee. The chief of the fire department or the building official or his/her designee or a competent person delegated by them or either of them shall have the power to at once cause the removal of all wires or the turning off of all electric current where the circuits interfere with the work of the fire department during the progress of a fire. The building official or his/her designee is hereby authorized and empowered to cause the turning off of electric current from all conductors or apparatus which are deemed by him to be an unsafe condition or which have not been installed in conformity with this article.

(Ord. 18-11-01-02 on 11/1/2018; Ord. 24-01-04-05 on 1/4/2024; Ord. 24-04-04-04 on 4/4/2024)

- **Sec 3.109 - Mechanical, Fuel Gas Code, and Energy Efficiency**

(a) This subsection contains the mechanical code of the city.

~~(1) The purpose and intent of this section is to provide certain minimum standards, provisions, and requirements for safe and suitable design, material and methods of installation, construction, alteration, movement, maintenance, or repair of heating, air-conditioning and refrigeration units in the city.~~

~~(2) The 2021 International Mechanical Code and all appendices, except Appendix B "Recommended Permit Fee Schedule," are hereby adopted as part of this section.~~

~~(b) This subsection contains the fuel gas code of the city.~~

~~(1) The purpose and intent of this section is to provide certain minimum standards, provisions, requirements and methods of fuel and gas infrastructure in the city.~~

~~(2) The 2021 International Fuel Gas Code and all appendices are hereby adopted except for the following sections which are excluded in their entirety:~~

~~(A) Section 106.5.3 Expiration (Chapter 1 Scope and Administration, Section 106 Permits);~~

~~(B) Section 106.5.4 Extensions (Chapter 1 Scope and Administration, Section 106 Permits); and~~

~~(C) Section 109 Means of Appeal (Chapter 1 Scope and Administration).~~

~~(c) This subsection contains the energy conservation code of the city.~~

~~(1) The purpose and intent of this section is to provide certain minimum standards, provisions, requirements, and methods to reduce energy consumption in the city.~~

~~(2) The 2021 International Energy Conservation Code and all appendices are hereby adopted in its entirety.~~

~~(Ordinance O-31-14 adopted 12/18/14; Ord. 18-11-01-02 on 11/1/2018; Ord. 24-01-04-05 on 1/4/2024; Ord. 24-04-04-04 on 4/4/2024)~~

Sec 3.106 Adopted Codes

(a) Adoption of Codes.

The following codes and appendices except for those expressly excluded by local amendments, are hereby adopted by reference as the building, residential, fire, existing building, mechanical, plumbing, fuel gas, swimming pool, and electrical codes of the City of Lago Vista, Texas, as amended from time to time by ordinance:

1. 2021 International Building Code (IBC);
2. 2021 International Residential Code (IRC);
3. 2021 International Existing Building Code (IEBC);
4. 2021 International Fire Code (IFC);
5. 2021 International Mechanical Code (IMC);

6. 2021 International Plumbing Code (IPC);
7. 2021 International Fuel Gas Code (IFGC);
8. 2021 International Swimming Pool and Spa Code (ISPSC);
9. 2023 National Electrical Code (NFPA 70);
10. 2021 National Fire Protection Association Life Safety Code (NFPA 101);

(b) Scope of Application.

(1) The International Residential Code shall apply to detached one-family and two-family dwellings and townhouses within the scope of the IRC.

(2) The International Building Code shall apply to all commercial, multifamily, mixed-use, industrial, institutional, and non-IRC structures.

(3) The International Existing Building Code shall govern alterations, repairs, additions, relocation, change of occupancy, and modifications to existing structures where applicable.

(4) The International Fire Code shall govern fire prevention, life safety, fire protection systems, hazardous materials, fire department access, operational permits, and related fire safety requirements.

(5) The International Swimming Pool and Spa Code shall govern swimming pools, spas, hot tubs, aquatic facilities, barriers, suction entrapment protection, and related safety requirements.

(6) The National Electrical Code shall govern electrical installations regulated by this article.

3.107 Local Amendments And Design Criteria

(a) The City Council may adopt local amendments to the codes identified herein by ordinance and as authorized by applicable state law, including Texas Local Government Code Chapters 214 and 233. Local amendments shall be maintained as separate exhibits and shall have the same force and effect as if fully set forth herein. These exhibits shall be published in the "Development Procedure Manual" and copies can be found online and at City Hall during regular business hours

(b) Conflict of Regulations.

(1) Where conflicts occur between the adopted codes and local amendments, the local amendments shall control.

(2) Nothing in this section shall be construed to waive or supersede:

(A) zoning regulations; (B) subdivision regulations; (C) floodplain management regulations; (D) drainage criteria; (E) site development requirements; (F) utility regulations; or (G) any other applicable local, state, or federal law.

(3) Issuance of a building permit shall not constitute approval of any violation of any applicable ordinance, regulation, easement, covenant, floodplain restriction, drainage requirement, or engineering standard.

(c) Administrative Amendments.

Administrative provisions applicable to all adopted codes may include:

(1) permit application requirements; (2) permit expiration, suspension, revocation, and renewal procedures; (3) stop-work orders; (4) inspection sequencing and procedures; (5) reinspection fees; (6) construction hours; (7) jobsite posting requirements; (8) erosion and sediment control requirements; (9) temporary sanitation requirements; (10) certificates of occupancy and completion; (11) appeals procedures; (12) authority of the building official and fire code official; and (13) references to the City's adopted fee schedule.

(d) Local Design Criteria.

The Building Official will maintain and publish a City of Lago Vista design criteria table containing technical requirements and environmental criteria including, but not limited to:

(1) wind speed and exposure; (2) seismic design category; (3) frost depth; (4) weathering probability; (5) termite infestation probability; (6) winter design temperature; (7) rainfall intensity; (8) flood hazard references; (9) topographic exposure conditions; and (10) other site-specific engineering criteria applicable to construction within the City.

(e) Fire Access and Water Supply.

The Fire Code Official may establish technical criteria and administrative standards related to:

(1) fire apparatus access roads; (2) roadway widths and grades; (3) turnaround requirements; (4) dead-end roadway limitations; (5) fire hydrant spacing and flow; (6) fire lane markings; (7) emergency access gates and Knox systems; (8) driveway access standards; and (9) temporary fire access during construction.

(f) Materials and Methods.

Nothing herein shall prohibit building materials or construction methods otherwise authorized by an adopted model code except where necessary to address objective life-safety, fire protection, floodplain management, structural integrity, engineering performance, or similar public safety considerations authorized by law.

(g) Energy Code Coordination.

The City may adopt separate energy conservation standards consistent with applicable state law and energy code requirements. Any local energy amendments shall be coordinated with applicable state agencies and adopted by ordinance.

(h) Savings and Transition.

Applications submitted and deemed complete prior to the effective date of newly adopted codes or amendments may proceed under the previously adopted codes for the period authorized by ordinance.

(i) Authority.

This section is adopted pursuant to the authority granted by the Texas Local Government Code and other applicable state law.

(j) Prior Ordinances.

All ordinances or portions of ordinances in conflict with this section are hereby repealed to the extent of such conflict.

Sec 3.107 Permits and Approvals

Permits shall only be obtained under the following rules and regulations.

(a) Work Requiring Approval and/or Permit.

(1) It is unlawful for any person or entity to erect, construct, enlarge, alter, perform repairs, move, improve, remove, convert, demolish any building, structure, or manufactured home, or to install plumbing, electrical, mechanical, or irrigation systems governed by the aforementioned codes or state statutes, without first obtaining a city permit. An owner may make minor improvements and repairs on any structure without a permit provided such improvements and repairs are not regulated by this section or other ordinances and/or building codes. An owner planning such improvements and/or repairs shall first contact the city to determine in each instance whether or not a permit is required. The city manager, the building official, a building inspector, or their designee shall have the right to inspect all such improvements and/or repairs.

(2) Grading/Site Development. Fill dirt may be removed from or added to an area within the city, and grading or site development (including removal of any trees other than ashe junipers) without a permit may occur only upon approval of the city manager or their designee in accordance with this article and/or the site development regula-tions. Grading plans signed and sealed by an engineer registered in the state may be required to be submitted to the city prior to obtaining such approval. Generally, no one shall be permitted to deliberately alter the topographic conditions of a lot or parcel of land in any way that would permit additional quantities of water from any source, other than what nature originally intended to flow from his property onto any adjoining property or to concentrate runoff that would cause erosion. Upon consul-tation and approval of the city, the owner shall direct, through the grading of the property and/or the construction of drainage facilities, drainage runoff to the nearest drainage culvert, public right-of-way with a roadside ditch, drainage easement or natural drainageway.

(b) On-Site Sewage Facility (OSSF) Approval. Before a city building permit of any type will be issued for any construction on an unimproved lot requiring an OSSF, a permit to

construct a private sewage facility from all applicable governing agencies (including the city or LCRA) must accompany the plans and specifications. A private sewage operating license must be presented to the city prior to scheduling an inspection for a certificate of occupancy on new construction.

(c) Application Procedures To obtain a permit, the applicant shall file an application on a form provided by the city with the city as provided hereinafter along with the required fee and shall:

(1) Request a utility extension cost estimate:

(A) Upon receipt of a building permit application for a residential dwelling or commercial structure the city manager or their designee will initiate the

(B) preparation of a utility extension estimate for water and sewer service for the purpose of determining the availability and cost of extending water and/or sewer service to the property described in the permit application;

(C) The cost of preparing the estimate shall be assessed to the individual or entity submitting the application at the time the application is submitted. The fee to be assessed for the estimate shall be based on the city fee schedule, unless unusual circumstances are encountered requiring professional engineering review by the city, in which case the fee shall be determined by the city manager, or their designee based upon the actual cost of preparation plus an administrative charge designed to recover any and all costs incurred by the city for preparation of the estimate;

(D) The estimate requirement may be waived by the city at the discretion of the city manager or their designee on the following basis:

i. A current and accurate estimate exists for the extension of water and/or sewer service to the property;

ii. (ii) The applicant provides a written affidavit to the city that water and/or wastewater services will be provided to the property by other means approved by the city manager or their designee.

(2) Submit the application with a set of appropriately scaled plans, specifications, and other documents as may be required in a digital format approved in advance by the building official, including but not limited to the items described in subsections (d) and (e) below;

(3) Identify and describe the work to be covered by the permit for which application is made;

(4) Describe the site on which the proposed work is to be done by lot, section, street address, or similar description that will readily and definitively identify and locate the proposed work;

(5) Indicate the use or occupancy for which the proposed work is intended;

(6) Be signed by the applicant or his authorized agent (see Section 3.111 below) who may be required to submit evidence to indicate such authority;

(7) Give supplemental information as reasonably may be required by the city after preliminary review of the application and plans; and

(8) Submit a statement by the owner or the owner's representative as to whether or not the property is within the one-percent annual chance floodplain.

(9) All other requirements as deemed necessary in the Development Procedure Manual as amended from time to time.

(d) Site Plans.

(1) Single-Family and Two-Family Residences. All applications for single-family or two-family residential building permits shall be accompanied by a an appropriately scaled site plan in a digital format approved in advance by the building official. The site plan shall include but not be limited to the following:

(A) A legal description of the land included on the site plan and the addresses and telephone numbers of the owner, registered contractor, and the designer or architect;

(B) The municipal address of the property, amended as required with Travis County 911 Addressing to ensure consistency with the location of the desig-nated front yard (see Chapter 14);

(C) Natural drainage features such as watercourses, springs, and ponds;

(D) Location and dimensions of easements and setbacks as described in subdi-vision plats, restrictive covenants, and all applicable local ordinances;

(E) Floodplain elevations if the lot is subject to inundation by the one-percent annual chance storm. If the building foundation is within the floodplain, the following procedure will apply:

i. Prior to obtaining a building permit, the applicant shall furnish the city an elevation certificate and a letter from an architect, professional engineer or surveyor, stating that an elevation control point (temporary bench-mark) has been established on the property, and indicate the elevation of the temporary benchmark, along with the floodplain elevation.

ii. (ii) Immediately upon completion of the first habitable floor level, the appli-cant shall return a properly completed FEMA elevation certificate certi-fying that the first habitable floor elevation is one (1) foot above the base flood elevation (BFE) (the elevation inundated by the one-percent an-nual chance storm).

iii. (iii) Any other information required by the city flood damage prevention ordinance, including the location of proposed walks, driveways and culverts.

(F) The shape, size, and location of all buildings, including roof overhangs, decks, or other structures to be erected, altered, or moved, and of any buildings or other structures already on the lot.

(G) The site plan shall address the drainage patterns that affect the lot or any other lots or properties that may be adversely affected by the development of the lot. Storm

water leaving a site shall be directed to a roadside ditch or to a defined drainage ditch within a dedicated drainage easement. The site plan shall verify that the runoff will not drain uncontrolled onto a downstream adjacent property. The site plan shall determine and show the drainage patterns coming onto the lot and leaving the lot. The drainage patterns shall be determined for an area that includes at least two lots in addition to the subject property including the depth of two lots across the street, two lots on either side, and two lots behind the lot being developed. The drainage patterns of the roadside ditch including existing and proposed drainage culverts, shall be determined, and shown on the site plan. The city manager or their designee may require a drainage study prepared by a registered professional civil engineer with calculations for approval to ensure that there will be no adverse drainage or runoff impacts created by proposed grading or topographic changes, and constructed improvements.

(H) A protected tree survey prepared by a registered professional land surveyor and a landscape plan in accordance with the city landscape and tree preser-vation ordinance. The landscape plan shall show which trees will be removed along with the trees and shrubs required for compliance with all applicable requirements.

(I) An irrigation plan, if such is proposed, which requires a separate permit application and fee.

(J) All other requirements as deemed necessary in the Development Procedure Manual as amended from time to time.

(3) Multifamily, Commercial and Other Development. In addition to the requirements above for a single-family or two-family residence, site plans for all other develop-ment shall be in accordance with the city's site development plan and design review ordinances as amended from time to time (see Chapter 3.5 and Section 6.105 of Chapter 14). Required site development plan and design approvals shall be secured prior to the issuance of any individual building permits.

(a) Construction Plans and Specifications. For all contemplated construction on the site, appropriately scaled plans in a digital format approved in advance by the building official shall be provided to the city and such plans shall include at least the following information:

(1) Scaled floor plan of each floor and the basement, if any, for each building;

(2) Plan of all attached decks, porches, covered walkways, attached garage or carport and all other structures as herein defined;

(3) Plan shall provide the total square footage of both subsections (e),(1) and (e),(2) above;

(4) Location of all permanently installed structures and equipment, such as closets, storage, plumbing, fixtures, appliances, etc.;

(5) Location and symbols of all electrical equipment, including switches, outlets, fixtures, etc.;

(6) Exterior elevations:

(A) All exterior elevations;
(B) Wall and roof finish materials;
(C) Dimensions of overhang;
(D) Finished floor elevations of the lowest floor and the maximum elevation of the roof ridge as related to the highest existing natural grade elevation on the property, with that highest existing natural grade elevation being identified on a topographic map or survey of the lot signed by a registered professional land surveyor;

(7) Structural section:
(A) Cross section of typical wall construction details;
(B) Scaled plan of the foundation with sections of typical beams, footings, and girders designed and sealed by a registered professional engineer;
(C) Copy of specifications.

(8) An energy compliance certificate (REScheck or COMcheck as applicable).

(9) A schedule of all outdoor light fixtures and controls, including the manufacturer, model number and lamp specification (including color corrected temperature) of each fixture

(10) All other requirements as deemed necessary in the Development Procedure Manual as amended from time to time.

(b) Permit Issuance.

(1) If the work described in an application for a building permit conform to the requirements of this section and other applicable ordinances, the city shall notify the applicant by email of the successful reviews, subject to minor corrections, if necessary.
(A) The applicant must pay all applicable fees and sign the issued permit within ninety (90) days of notification by email of the successful review, or the approval expires, and a new application and local review is required.
(B) Applications required by the expiration of a review approval submitted within one (1) year of the original approval notification shall require a local review fee that is twice the amount specified in the fee schedule.
(C) Applications, including those that have previously obtained expired approvals, shall be reviewed under the ordinances, building codes, and fire codes applicable at the time the new application is determined to be complete.
(D) As a condition of application completeness, review approval, permit issuance, inspection release, certificate of occupancy, certificate of completion, utility release, or other development-related authorization, the property owner, applicant, permit holder, registered contractor, and general contractor associated with the property or project shall be current on all delinquent amounts legally owed to the city.

(2) Building permit issuance does not include permission to install fences, swimming pools, irrigation systems, plumbing, electrical and/or mechanical systems, etc. Separate permits are required for fences, swimming pools, irrigation systems, and other similar improvements. Separate permit fees and review of credentials re-quired by the Texas Department of Licensing and Regulations are a prerequisite for the installation of

plumbing, electrical and/or mechanical systems in a principal building for which a permit has already been issued.

(3) Only state-licensed master plumbers, electricians, and state-licensed mechanical contractors or those designated in writing to the city by the master may be issued permits after or concurrent with the issuance of a building permit to an owner or registered contractor.

(4) All plumbing, electrical and mechanical applicants are required to register with the city and provide the city with a copy of their valid state license. See Section 3.111 of Chapter 3 below.

(5) Prior to the formal issuance of a building permit, the applicant shall be informed by email of a successful review, subject to any conditions or corrections specified in that approval. A copy of that review is stored in the digital project file and remains accessible to the applicant. Such approved plans, documents, and specifications shall not be changed, modified, or altered without authorization from the city being included in the digital project file. All work shall be done in accordance with the approved plans as modified.

(c) (g) Retention of Plans. One set of approved plans, documents, and specifications shall be retained by the city and stored on the permitting website maintained by a third-party vendor, accessible using the credentials established when the application was originally submitted. All other requests for permit documents shall require an open records request through the City Secretary and include a review by the City Attorney.

(d) Validity. The issuance or granting of a permit, or approval of plans and specifications, shall not be construed to be authority for, or an approval of, any violation of any of the provisions of this section or any other city ordinance. No permit purporting to give authority, to violate or cancel the provisions of this section, shall be valid, except insofar as the work or use which it authorized is lawful and conforms to the requirements of this section or variance or modification granted pursuant to this article. The issuance of a permit based upon plans and specifications shall not prevent the city manager or their designee from thereafter requiring a correction of errors in said plans and specifications or from preventing building operations being carried on hereunder when in violation of this article or of any other ordinance of the city.

(e) Representations by Applicant. All representations, whether oral or written, made by the applicant or his agent in support of an application for any permit under this article become conditions upon which such permit is issued. It shall be unlawful for any applicant to vary from such representations without first applying to amend the permit and receiving approval by the city. Amendments to the approved permit documents shall require the review and processing fee established by the fee schedule.

(f) Permit Fees.

. The city has established fees to cover the costs of applications, plan review, inspections and other expenses incurred by the city in the administration of this article. Where work for which a permit is required by this article is commenced prior to obtaining a required

permit, the fees specified in the schedule shall be doubled. The payment of such a double fee shall not relieve any person from fully complying with the requirements of this article in the execution of the work nor from any other penalties prescribed herein. The applicant will be required to comply with all ordinances.

. In the event an applicant withdraws his application submission or does not construct under the issued permit, and has paid a plan review and permit fee, at the request of the applicant the city will refund the building permit fee less fifty (50) percent of the fee to cover the cost of administrative expenses incurred as a result of the submission. When a separate plan review component is established by the sched-ule of fees contained elsewhere herein, no portion of that plan review fee shall be returned, even if the plan review has not been completed. When the schedule of fees does not include a separate review and permit fee, no portion of the fee shall be refunded.

. In the event the application and/or plans submitted for a building permit do not meet requirements and is rejected by the city for any reason the city shall not refund any portion of the fee that is designated for plan reviews.

. The city may allow for the transference or credit of fees collected for a permit to a different party who might desire to exercise any portion of those same rights on the same property. However, the right to use any existing permit documents shall require authorization from the individual or entity that provided them, subject to the review of the City Attorney.

. Re-inspections required as the result of incomplete or deficient work that does not otherwise meet the provisions below shall result in additional fees assessed in accordance with the schedule contained in Appendix A.

. Site visits required to investigate, or document verified violations of any provision of any applicable chapter, specifically including any regulations intended to minimize the disturbance to adjacent property owners shall be assessed at the rate estab-lished for second or subsequent re-inspections. Such fees shall be assessed against the primary building permit, regardless of whether the violation was com-mitted by any sub-contractor, including those that might be required to take out concurrent permits as specified above.

(k) Expirations, Extensions, Renewals, Suspensions and Revocations.

(1) Building and subcontractor permits issued under the provisions of this chapter are valid until such time as the work authorized by that permit has been satisfactorily completed in accordance with all applicable requirements, as evidenced by a Certificate of Occupancy (not a temporary Certificate of Occupancy), or for a period as follows:

(2) Miscellaneous or accessory structure permits — six (6) months from the date of approval;

(3) Residential or site work permits:

(A) five thousand (5,000) square feet in area and below — eighteen (18) months from the date of approval; and

(B) greater than five thousand (5,000) square feet in area — twenty-four (24) months from the date of approval.

(4) Multifamily and nonresidential permits:

(A) five thousand (5,000) square feet in area and below —eighteen (18) months from the date of approval; and

(B) greater than five thousand (5,000) square feet in area — twenty-four (24) months from the date of approval.

(l) The city manager or their designee may upon written notice, suspend or revoke a permit issued under the provisions of this section whenever the permit is issued in error, is based on incorrect information, or for violations of the provisions of this chapter or any other city ordinance subject to applicable permit fees as identified in Exhibit A Fee Schedule as amended. Permits issued under the provisions of this article shall expire and become null and void, with all permit and review fees forfeited in accordance with subsection (j) above if the work authorized by such permit is not commenced within ninety (90) days from the date of approval, with the exception of a documented hardship as required by the city building official. For additional requirements see subsection (f) Permit Issuance above. Permits shall also expire and become null and void, with all permit and review fees forfeited if the work authorized by such permit is suspended or abandoned for a period of two (2) months at any time after the work has originally commenced, with the exception of a documented hardship. Where work has stopped or been abandoned, and/or the permit has been revoked or become null and void the unfinished work shall be deemed a violation of both the building and property maintenance regulations for which the permit holder and/or the property owner shall be held responsible. Projects that have been partially completed and inspected in accordance with all applicable provisions of this article are eligible for completion pursuant to an approved new permit application and payment of fees in accordance with the schedule. See subsection (4) below for requirements related to work that has been completed without documented inspections required by this article or the applicable adopted International Code Council (ICC).

(1) Subject to consistent progress or documented hardship, the permit holder may apply for extensions to the time limits specified above. Pursuant to the payment of a fee in an amount equal to the original permit fee or the scheduled renewal fee, whichever is greater, the building official may authorize a six (6) month extension to satisfactorily complete the work. Extension fees shall not include any portion of the permit fee specifically identifiable as a review fee. Permit renewal fees will be charged as described in Exhibit A Fee Schedule

(2) The building official may authorize additional extensions in six month increments up to a maximum time limit of thirty-six (36) months past the original issuance to complete the work as defined above.

(3) Any permit that has not resulted in a Certificate of Occupancy within the required deadline after issuance specified above shall be considered permanently revoked. If applicable, the code enforcement authority shall pursue all appropriate remedies applicable to dangerous

or unsafe structures and property. After a permit has been permanently revoked, a new application, fee and review is required, along with an updated set of documents that completely and accurately reflect the current state of completion. Work that has been completed without documented inspections shall be subject to demolition. In addition, the approval of the City Council is required and shall be based only the basis of extraordinary hardship or circumstances. In accordance with Section 3.121 below, the City Council has the authority to require a performance bond as a prerequisite for a new permit approval.

(m) Setback and Height Verification. A form survey, prepared by a state-registered profes-sional land surveyor, is required for any new principal building, any accessory buildings over one hundred and twenty (120) square feet, additions to any principal or accessory buildings, swimming pools, and decks if the plans submitted indicate it will be closer than ten (10) feet to any building setback or property line. When applicable, the form survey shall be provided as a condition of the first required inspection. See Section 3.112 below. The form survey shall include the elevation of the top of each level of the forms in addition to an indication of the distance between all relevant improvements and the nearest property line or dedicated easement.

(Ordinance O-02-15 adopted 1/15/15; Ord. 20-10-01-02 on 10/1/2020; Ord. 24-01-04-06 on 1/4/2024)

EXHIBIT B

ADMINISTRATIVE AND LOCAL AMENDMENTS TO ADOPTED CONSTRUCTION CODES

SECTION 1. PURPOSE AND APPLICABILITY

1.1 Purpose

The purpose of this document is to establish local administrative procedures, technical standards, design criteria, and amendments applicable to the construction codes adopted by the City. These requirements supplement the adopted construction codes and provide locally applicable standards necessary to address public safety, utility infrastructure, environmental conditions, emergency access, flood hazards, wildfire exposure, drainage, and development practices within the City.

1.2 Applicability

These standards shall be applied in conjunction with:

- The Unified Development Code (UDC);
- The Technical Construction Standard Specifications (TCSS);
- The Administrative Policies and Procedures Manual;
- The Design and Construction Standards Manual;
- Utility Standards and Specifications;
- Floodplain Regulations;
- Adopted Engineering Criteria;
- Local Design Criteria; and
- Applicable federal, state, and local laws.

Where conflicts occur between standards, the more restrictive provision shall govern.

SECTION 2. ADMINISTRATION AND ENFORCEMENT

2.1 Administrative Authority

The Building Official, or designee, shall administer and enforce the provisions of the adopted construction codes, these local amendments, and all associated technical standards.

The Building Official may:

- Review permit applications;
- Approve, conditionally approve, or deny permits;
- Conduct inspections;
- Issue certificates of occupancy;

- Issue correction notices;
- Issue stop-work orders;
- Require corrective actions;
- Interpret technical provisions of the adopted construction codes; and
- Administer related development and construction activities.

2.2 Records and Reporting

Permanent records of permits, inspections, certificates, fees, enforcement actions, and associated documents shall be maintained in accordance with applicable records retention requirements.

2.3 Right of Entry

Authorized City personnel may enter property at reasonable times for purposes authorized by law, including inspections, investigations, enforcement actions, and verification of compliance.

Nothing contained herein shall authorize entry contrary to applicable constitutional, statutory, or judicial requirements.

2.4 Stop Work Orders

The Building Official may issue a stop-work order whenever work is occurring, contrary to:

- Adopted construction codes;
- Approved plans;
- Permit conditions;
- City regulations; or
- Applicable laws.

Work subject to a stop-work order shall cease until authorization is granted to resume construction.

2.5 Occupancy Violations

The Building Official may require occupancy, use, or operation of a structure to cease where such occupancy or use is found to be contrary to adopted codes, approved permits, or applicable regulations.

2.6 Permit Applications

Permit applications shall be submitted in a format approved by the Building Official and shall contain sufficient information to determine compliance with applicable requirements.

The Building Official may require:

- Plans;
- Specifications;
- Engineering reports;

- Surveys;
- Calculations;
- Drainage studies;
- Geotechnical reports; and
- Other supporting documentation.

2.7 Digital Submittals

Applications, plans, reports, revisions, permits, inspections, and supporting documentation shall be submitted electronically in formats approved by the Building Official.

2.8 Permit Duration

Unless otherwise specified:

Permit Type	**Duration**
Miscellaneous and Accessory Structures	6 Months
Residential Construction ≤ 5,000 SF	18 Months
Residential Construction > 5,000 SF	24 Months
Nonresidential Construction ≤ 5,000 SF	18 Months
Nonresidential Construction > 5,000 SF	24 Months

A permit may expire if the approved work does not begin within ninety (90) days of permit approval, or if the work begins but is later suspended or abandoned for two (2) months or longer. If a permit expires, it becomes null and void and all permit and review fees are forfeited, unless the City Building Official approves a documented hardship.

2.9 Permit Extensions

Permit extensions of six (6) months may be granted upon demonstration of reasonable progress, hardship, or other circumstances deemed acceptable by the Building Official.

No permit shall remain active for longer than thirty-six (36) months from the original issuance date unless approved by the Building and Standards Commission through their approval of an appeal or variance.

2.10 Work Without Required Inspections

Where required inspections have not occurred, the Building Official may require:

- Exposure of concealed work;
- Engineering evaluations;
- Testing;
- Reconstruction;

- Corrective actions; or
- Removal of noncompliant work.

2.11 Liability

City officials and employees acting in good faith while performing official duties under these standards shall be afforded protections provided by applicable law.

SECTION 3. BUILDING CODE STANDARDS

3.1 Adopted Codes

Building construction shall comply with the currently adopted:

1. 2021 International Building Code (IBC);
2. 2021 International Residential Code (IRC);
3. 2021 International Existing Building Code (IEBC);
4. 2021 International Fire Code (IFC);
5. 2021 International Mechanical Code (IMC);
6. 2021 International Plumbing Code (IPC);
7. 2021 International Fuel Gas Code (IFGC);
8. 2021 International Swimming Pool and Spa Code (ISPSC);
9. 2023 National Electrical Code (NFPA 70);
10. 2021 National Fire Protection Association Life Safety Code (NFPA 101);

3.2 Excluded Appendices

The following appendices are not utilized unless specifically adopted elsewhere:

Code	Excluded Appendix
IBC	Appendix A Employee Qualifications
IBC	Appendix B Board of Appeals
IBC	Appendix D Fire Districts
IBC	Appendix H Signs
IBC	Appendix J Grading
IBC	Appendix K Administrative Provisions
IRC	Appendix L Permit Fees

Code	Excluded Appendix
IFC	Appendix A Board of Appeals

3.3 Excluded Residential Code Provisions

The following IRC provisions shall not apply:

- Work exempt from permit provisions;
- One- and two-family automatic fire sprinkler requirements;
- Residential plumbing testing provisions superseded by local requirements.

3.4 Exterior Maintenance

Structures shall be maintained with exterior finishes, coatings, coverings, and weather-resistant materials sufficient to prevent deterioration and protect against exposure.

3.5 Construction Materials and Equipment

Construction materials and equipment shall be stored only on active construction sites and shall remain within property boundaries unless otherwise authorized.

3.6 Address Identification

All principal structures shall display reflective address numbers that:

- Are permanently affixed;
- Contrast with the background;
- Remain visible from the public right-of-way;
- Remain unobstructed; and
- Meet emergency response visibility requirements.

SECTION 4. RESIDENTIAL CODE STANDARDS

4.1 Foundation Design

Engineered foundation systems may be required where:

- Excessive slopes exist;
- Unstable soils are present;
- Retaining structures are proposed; or
- Structural stability may be affected.

4.2 Retaining Walls

Retaining walls exceeding four (4) feet in height or supporting surcharge loads shall be designed by a licensed professional engineer.

SECTION 5. FIRE CODE STANDARDS

5.1 Fire Apparatus Access

Fire apparatus access roads shall comply with applicable fire code requirements and standards.

5.2 Emergency Access

Emergency access requirements shall apply to all developments requiring fire department access.

5.3 Driveway Grades

Driveways serving structures requiring fire apparatus access shall comply with maximum grades established by the Fire Code Official.

SECTION 6. PLUMBING CODE STANDARDS

6.1 Municipal Water Service

Municipal water service shall be utilized where available and accessible in accordance with City utility requirements.

Water service shall be considered available when located within three hundred (300) feet measured within a public right-of-way or utility easement from the water main to the nearest property line.

6.2 Mandatory Water Connections

New structures intended for human habitation shall connect to the municipal water system when service is available.

6.3 Existing Water Connections

Structures connected to municipal water service shall not subsequently disconnect without authorization from the City.

6.4 Rainwater Harvesting

Non-potable rainwater harvesting systems may be utilized in accordance with applicable regulations.

6.5 Backflow Prevention

All water service connections shall comply with cross-connection control and backflow prevention requirements.

Required testing and certifications shall be submitted in a format approved by the City.

6.6 Exterior Cleanouts

Exterior sanitary sewer cleanout caps installed at grade shall utilize threaded cleanout caps.

6.7 Grinder Pumps

Grinder pumps shall comply with City standard details, utility specifications, and Design and Construction Standards Manual requirements.

SECTION 7. MECHANICAL CODE STANDARDS

7.1 Mechanical Systems

Mechanical systems shall comply with:

- Adopted codes;
- Manufacturer specifications;
- City standards;
- Inspection requirements; and
- Design and Construction Standards Manual requirements.

SECTION 8. FUEL GAS CODE STANDARDS

8.1 Fuel Gas Systems

Fuel gas systems shall comply with adopted code requirements, utility provider requirements, manufacturer specifications, and City standards.

8.2 Administrative Provisions

Permit expiration, permit extensions, and appeals shall be administered through local administrative procedures rather than fuel gas code administrative provisions.

SECTION 9. ELECTRICAL CODE STANDARDS

9.1 Contractor Requirements

Electrical work shall be performed by individuals licensed by the State of Texas and registered with the City where required.

9.2 Homeowner Exception

Property owners may perform electrical work on their primary residence when authorized by permit and otherwise allowed by state law.

9.3 Conductors

Aluminum branch-circuit wiring shall not be permitted.

Aluminum service conductors may be utilized when properly sized and installed.

No conductor smaller than No. 12 AWG copper shall be installed except approved lighting switch-leg installations utilizing No. 14 AWG copper conductors.

9.4 Circuit Limitations

A maximum of twelve (12) outlets shall be permitted on a No. 12 AWG branch circuit.

9.5 Kitchen Receptacles

Kitchen islands and peninsulas shall provide receptacle outlets at intervals not exceeding four (4) feet measured along the countertop surface.

9.6 Exterior Disconnects

Exterior electrical disconnects shall be readily accessible to emergency personnel.

Commercial and multifamily structures shall permanently identify disconnects with applicable building, suite, or unit numbers.

9.7 Conduit Requirements

Commercial wiring systems operating at one hundred twenty (120) volts or greater shall be installed within approved conduit systems.

Secondary control wiring installed in commercial structures shall be installed within conduit.

9.8 Plenum Wiring

Wiring installed within environmental air plenums shall:

- Be plenum rated; and
- Be installed within approved conduit systems.

9.9 Electrical Plans

The Building Official may require engineered plans, specifications, calculations, and supporting documentation when necessary to verify compliance.

9.10 Unsafe Electrical Conditions

The Building Official may require repair, replacement, removal, testing, or disconnection of electrical systems determined to create unsafe conditions.

9.11 Emergency Disconnection

The Fire Chief or Building Official may order disconnection of electrical service where necessary to eliminate hazards or facilitate emergency response activities.

SECTION 10. ENERGY CONSERVATION STANDARDS

10.1 Energy Efficiency

Buildings shall comply with all applicable energy efficiency requirements established by the adopted energy conservation code.

SECTION 11. LOCAL DESIGN CRITERIA

Design Criteria	**Requirement / Standard**
Ground Snow Load	0 psf
Ultimate Wind Speed (Vult)	115 mph
Wind Exposure	Exposure C
Seismic Design Category	Category B

Design Criteria	Requirement / Standard
Frost Depth	6 inches
Weathering Probability	Severe
Termite Infestation Probability	Heavy
Decay Probability	Moderate to Severe
Winter Design Temperature	26°F
Air Freezing Index	0
Mean Annual Temperature	68°F
Rainfall Intensity	Current NOAA Atlas 14
Flood Hazard Reference	Current FEMA FIRM and FIS
Minimum Finished Floor Elevation	1 foot above BFE where applicable
Topographic Conditions	Site-specific review required
Slope Stability Analysis	May be required
Geotechnical Investigation	May be required
Retaining Wall Engineering Threshold	Greater than 4 feet
Driveway Grade	15% maximum sustained grade unless otherwise approved
Emergency Access Requirements	Subject to Fire Code Official approval
Fire Apparatus Access Roads	Subject to IFC and local standards
Wildland-Urban Interface Exposure	Subject to adopted WUI overlay areas
Ignition-Resistant Construction	May be required in WUI areas
Erosion and Sediment Control	Required during construction
Drainage Requirements	No adverse downstream impacts permitted
Drainage Studies	May be required by City Engineer

Design Criteria	Requirement / Standard
Municipal Water Availability	Service available within 300 feet measured through ROW or utility easement
Municipal Water Connection	Required for habitable structures where available
Grinder Pump Requirements	City standard details and specifications
Backflow Prevention	Required where applicable
Exterior Cleanouts	Threaded cleanout caps required
Exterior Addressing	Reflective and visible from public right-of-way
Electrical Disconnects	Exterior disconnect required
Utility Infrastructure	Subject to City utility standards and specifications

AGENDA ITEM NO. IX.2

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 19, 2026

SUBMITTED BY: Shane Saum, Mayor

SUBJECT: Discussion and possible action regarding the Rules of Procedure.

FINANCIAL IMPACT: None

ATTACHMENTS:
26-05-07-04 Rules of Procedure final.pdf

ORDINANCE NO. 26-05-07-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, ADOPTING RULES OF PROCEDURE FOR THE CITY COUNCIL, BOARDS, AND COMMISSIONS; AMENDING AND RESTATING THE CITY'S RULES OF PROCEDURE; PROVIDING FINDINGS OF FACT; PROVIDING A REPEALER; PROVIDING A SAVINGS CLAUSE; PROVIDING SEVERABILITY; PROVIDING PUBLICATION; PROVIDING AN OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lago Vista, Texas is a home-rule municipality operating under the laws of the State of Texas and the City Charter; and

WHEREAS Texas Local Government Code Section 51.001 authorizes the governing body of a municipality to adopt, publish, amend, or repeal an ordinance, rule, or police regulation for the good government, peace, or order of the municipality and as necessary or proper for carrying out a power granted by law; and

WHEREAS, Article III, Section 3.13 of the Charter of the City of Lago Vista, Texas provides for the establishment of procedures for conducting City Council meetings by ordinance; and

WHEREAS the City Council desires to adopt updated Rules of Procedure applicable to the City Council, boards, and commissions in order to provide a fair, efficient, transparent, orderly, and legally grounded framework for conducting public meetings; and

WHEREAS the Rules of Procedure attached to this Ordinance as Exhibit A are intended to operate in harmony with Chapter 551, Texas Government Code, the City Charter, and all other applicable law; and

WHEREAS, the City Council finds that adoption of this Ordinance and the attached Rules of Procedure is necessary and proper for the good government, peace, and order of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS:

SECTION 1. FINDINGS OF FACT.

The foregoing recitals are hereby found to be true and correct legislative and factual findings of the City Council and are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2. ADOPTION; AMENDMENT AND RESTATEMENT OF RULES OF PROCEDURE.

The City Council hereby adopts the Rules of Procedure attached to this Ordinance as Exhibit A and incorporated herein for all purposes. Chapter 1, General Provisions, Article 1.300, City Council, Division 3, Meetings, Section 1.331, City Council Meetings, of the Lago Vista Code of Ordinances is amended and restated to provide that the Rules of Procedure for the City Council, boards, and commissions shall be the Rules attached as Exhibit A. Any prior rules of procedure, policies, or procedural provisions previously adopted or incorporated by ordinance are superseded to the extent they conflict with Exhibit A.

SECTION 3. APPLICATION.

The Rules of Procedure adopted by this Ordinance apply to the City Council and to City boards and commissions to the extent stated in Exhibit A and to the extent consistent with state law, the City Charter, and any enabling ordinance or resolution applicable to a particular board or commission.

SECTION 4. REPEALER.

All ordinances, resolutions, rules, policies, or parts thereof in conflict with this Ordinance or Exhibit A are repealed only to the extent of the conflict. No repeal of any prior ordinance or provision shall affect any accrued right, pending matter, prior action, or prior proceeding unless expressly stated herein.

SECTION 5. SAVINGS CLAUSE.

The adoption of this Ordinance shall not affect, impair, or invalidate any action taken, vote cast, meeting held, appointment made, notice posted, or proceeding conducted before the effective date of this Ordinance. Any such action or proceeding shall remain valid to the extent it was valid under the rules and law in effect at the time.

SECTION 6. NO PENALTY CREATED.

This Ordinance establishes and adopts procedural rules for the conduct of City meetings. It does not create a criminal offense, civil penalty, fine, forfeiture, or other punitive sanction.

SECTION 7. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or word of this Ordinance or the Rules of Procedure adopted by this Ordinance is held to be unconstitutional, illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining portions shall remain in full force and effect. The City Council declares that it would have passed this Ordinance and each portion hereof irrespective of the fact that any one or more portions may be declared invalid.

SECTION 8. PUBLICATION.

The City Secretary is authorized and directed to publish the caption of this Ordinance or the Ordinance in the manner required by law and the City Charter, and to file this Ordinance and Exhibit A in the official records of the City.

SECTION 9. PROPER NOTICE AND OPEN MEETINGS.

The City Council finds and determines that the meeting at which this Ordinance was adopted was open to the public and that public notice of the date, hour, place, and subject of the meeting was given as required by Chapter 551, Texas Government Code, and any other applicable law. All deliberations and votes on this Ordinance occurred in open session except to the extent a closed session was authorized by law.

SECTION 10. EFFECTIVE DATE.

This Ordinance shall take effect after passage and approval, and publication if required by law and the City Charter.

PASSED AND APPROVED on this 7 day of **May**, 2026.

AND, IT IS SO ORDERED.

PASSED AND APPROVED this 7th day of **May** 2026.

Norma Owen

Mayor Pro Tem, City of Lago Vista, Texas

ATTEST:

Robin Smith

Robin Smith

City Secretary, City of Lago Vista, Texas

APPROVED AS TO FORM:

Bradford Bullock

City Attorney, City of Lago Vista, Texas

Exhibit A

Rules of Procedure

City Council, Boards, and Commissions of the City of Lago Vista, Texas

These Rules are intended to provide the City Council, boards, and commissions with a clear, concise, and legally grounded framework for conducting meetings in a manner that is orderly, transparent, and accessible to the public.

Article 1. Authority, Purpose, and Scope

1.01 Authority. These Rules are adopted pursuant to Article III, Section 3.13 of the Charter of the City of Lago Vista, Texas, and in harmony with Chapter 551, Texas Government Code, and other applicable law.

1.02 Purpose. The purpose of these Rules is to provide a fair, efficient, and transparent process for conducting meetings of the City Council, boards, and commissions, preserving meaningful public participation, and reducing unnecessary procedural complexity.

1.03 Scope. These Rules apply to meetings of the City Council and to meetings of all City boards and commissions unless a specific state-law requirement or an enabling ordinance or resolution for a particular body provides otherwise. In these Rules, "covered body" means the City Council or a City board or commission, as applicable.

1.04 Controlling law. If these Rules conflict with federal law, state law, or the City Charter, the higher authority controls. These Rules shall be interpreted to favor compliance with open-government requirements and the orderly transaction of public business.

1.05 Annual review and amendment. The Council should review these Rules after each general City election. These Rules may be amended by ordinance at a properly posted meeting.

Article 2. Meetings, Notice, and Quorum

2.01 Regular meetings. Regular meetings shall be held at the times and dates established by Council resolution or by the ordinance, resolution, or posted schedule applicable to the covered body.

2.02 Special meetings. Special meetings may be called by the Mayor for Council meetings and by the chair or as otherwise authorized by the enabling ordinance, resolution, or other applicable law for a board or commission.

2.03 Emergency meetings. Emergency meetings or meetings called for urgent public necessity may be held and posted only as permitted by Chapter 551, Texas Government Code.

2.04 Work sessions. A covered body may conduct work sessions or workshops as open meetings or as part of a regular meeting agenda. No final action shall be taken unless the item is properly posted for action. Public comment rights on posted items are preserved.

2.05 Notice and agenda. The City Secretary or designee shall post notice of each meeting in the form, manner, and time required by law. The notice shall clearly identify the date, hour, place, and subjects to be considered. A covered body shall not deliberate or act on matters not properly posted except as authorized by law.

2.06 Open meetings. All meetings of a covered body shall be open to the public except when a closed meeting is expressly authorized by law.

2.07 Executive session. Before convening in executive session, a covered body shall first convene in open meeting, announce the applicable legal authority, and limit the closed discussion to the posted subject. Final action, decision, or vote shall occur only in an open meeting.

2.08 Accessibility. Meetings shall be held in locations accessible to the public and in a manner consistent with applicable accessibility laws.

2.09 Quorum. For the City Council, the quorum requirements of Charter Section 3.12 apply. For a board or commission, a quorum consists of a majority of the members of that body unless a different quorum is established by applicable law, ordinance, or resolution. Less than a quorum may adjourn a meeting, and the Council may canvass an election, as permitted by the Charter or state law.

Article 3. Presiding Officer and Order of Business

3.01 Presiding officer. The Mayor presides at Council meetings. In the Mayor's absence, the Mayor Pro Tem presides. At meetings of a board or commission, the chair presides; in the chair's absence, the vice-chair or another member designated by the body presides. The presiding officer shall preserve order, recognize speakers, apply these Rules, and facilitate fair and efficient discussion.

3.02 Standard order of business. Unless modified for a particular agenda, the usual order of business should be: call to order and announcement of quorum; invocation and pledges, when included; announcements or reports about items of community interest, when permitted by law; citizen communications; consent agenda; business and action items; future agenda requests and member reports; executive session, if any; action on executive-session items, if any; and adjournment. The presiding officer may adjust the order of items for efficiency unless prohibited by law or unless the covered body directs otherwise.

3.03 Standard agenda-item process. Unless the covered body directs a different sequence for a particular item, business items should proceed in this order: staff presentation, questions from members of the covered body to staff, public comment on the item, deliberation by the covered body, motion, and vote. Staff presentations should be concise and focused on the decision before the covered body.

3.04 Consent agenda. Routine items may be placed on the consent agenda and acted on by one motion. Any member of the covered body may remove an item from the consent agenda for separate consideration without debate.

3.05 Future agenda requests and member reports. During the designated agenda item, a member of the covered body may request that a matter be placed on a future agenda or may provide a brief report about an item of community interest as permitted by law. No deliberation or action shall occur on the request or report unless the matter is separately posted.

3.06 Council member placement of agenda items. Any two Council Members may request placement of an item on a future City Council agenda, and such item shall not be deleted except as permitted by the City Charter. The requesting Council Members shall identify whether the item is requested for discussion, staff direction, or formal action, and the item shall be placed under the appropriate agenda category based on the nature of the request.

Article 4. Public Participation

4.01 Citizen communications on non-agenda items. A citizen communications agenda item should ordinarily be included on open meeting agendas of each covered body to receive comments on matters within the City's or the body's jurisdiction that are not otherwise posted for action. The covered body may briefly respond as permitted by law, including by requesting clarification, referring the matter to staff, or requesting a future agenda item. The covered body shall not deliberate or take action on a non-posted matter except as authorized by law.

4.02 Comment on agenda items. Any member of the public who wishes to address a covered body on a posted agenda item at an open meeting shall be allowed to do so before or during the covered body's consideration of the item and before the covered body votes on the item.

4.03 Public hearings. Any person present at a public hearing who requests in writing to be heard on the subject of the hearing shall be allowed to address the covered body before the hearing is closed.

4.04 Sign-in and time limits. The City may use speaker cards or other written sign-in procedures. Unless adjusted by the presiding officer for the orderly conduct of the meeting, each speaker shall be allowed three minutes. The presiding officer may apply reasonable, content-neutral time, place, and manner rules which shall apply equally to all speakers.

4.05 Responses to speakers. Members of the covered body may ask clarifying questions of a speaker or of staff. Substantive debate among members shall occur only on posted agenda items.

4.06 Public conduct. Speakers shall address the covered body as a body and shall observe reasonable rules of decorum. Disruptive conduct that materially interferes with the meeting is not permitted. The presiding officer may issue warnings and take reasonable steps to maintain order.

Article 5. Member Discussion, Motions, and Voting

5.01 Recognition and relevance. A member of a covered body shall speak after being recognized by the presiding officer. Discussion should remain germane to the posted item or motion under consideration. To promote orderly discussion, each member should have an opportunity to speak once before any member speaks a second time on the same motion or item.

5.02 Motions. Action by a covered body shall be taken by motion and vote. A motion should receive a second before debate and vote. The presiding officer may restate a motion for clarity before the vote.

5.03 Amendments and parliamentary guidance. A motion may be amended by motion and vote. On questions of procedure not addressed in these Rules, Rosenberg's Rules of Order shall serve as the primary parliamentary guide, provided that federal law, state law, the City Charter, these Rules, and any enabling ordinance or resolution applicable to the covered body shall control over Rosenberg's Rules. The presiding officer shall decide procedural questions in the first instance, subject to appeal under Section 5.06.

5.04 Voting. Members present shall vote and have their votes recorded on every action requiring a vote unless abstention is required or permitted by the Charter, other applicable law, or the City's ethics rules. For the City Council, no action is adopted unless approved in open meeting with a quorum present, by a majority of the members present and voting, and with not fewer than three affirmative votes. For a board or commission, action is adopted by the vote required by applicable law or the body's enabling ordinance or resolution; if no different rule applies, action is adopted by a majority of the members present and voting with a quorum present.

5.05 Conflicts of interest and abstentions. A member of a covered body shall disclose and abstain when required by the Charter, state law, or the City's ethics rules. When a member abstains, the reason shall be reflected in the minutes to the extent required by law.

5.06 Appeal of the chair. A ruling by the presiding officer on a procedural issue may be appealed to the covered body. The covered body shall decide the appeal by vote, subject to applicable voting requirements.

Article 6. Minutes, Records, and Administration

6.01 Minutes and records. The City Secretary, recording secretary, or staff liaison designated for the covered body shall maintain minutes and other meeting records as required by the Charter, applicable ordinances or resolutions, and Chapter 551, Texas Government Code. The minutes shall record the substance required by law, the action taken, and the vote of each member on every action requiring a vote.

6.02 Executive-session records. Certified agendas and other records of executive sessions shall be created, preserved, and disclosed only as provided by law.

6.03 Use of technology. Audio, video, videoconference, or other meeting technology may be used by a covered body only as permitted by state law and in a manner that protects public access and the integrity of the meeting.

6.04 Interpretation. These Rules shall be interpreted to promote compliance with the Charter and state law, meaningful public participation, and efficient conduct of business by covered bodies.

6.05 Discipline. Any formal censure, discipline, or removal of a Council Member shall proceed only as authorized by the City Charter, the City's ethics ordinance, state law, and a properly posted agenda item. No Council Member shall be formally censured, disciplined, or removed without notice and an opportunity to respond as required by applicable law.

6.06 Severability. If any provision of these Rules is held invalid, the remaining provisions remain in effect.

AGENDA ITEM NO. IX.3

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 19, 2026

SUBMITTED BY: Shane Saum, Mayor

SUBJECT: Discussion and possible action regarding the start time of Executive Session and regular City Council Meetings.

AGENDA ITEM NO. IX.4

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 19, 2026

SUBMITTED BY: Shane Saum, Mayor

SUBJECT: Discussion and possible action regarding Resolution No. 26-2227; a resolution by the City Council of the City of Lago Vista, Texas providing for the election of a Mayor Pro-Tem.

BACKGROUND: Each year, after elections, the City Council selects the Mayor Pro-Tem from among the seated Council. The position of Mayor Pro-Tem, as laid out in the City's Charter, acts as Mayor during the disability or absence of the Mayor and in this capacity shall have the rights and duties conferred upon the Mayor.

Per City Charter, Article III, The City Council, Section 3.01 Number Selection and Term of Office, stipulates that "The Council shall, at the first regular City Council meeting following the taking of office of all new members after each scheduled general City election, elect from its membership a Mayor Pro-Tem.

FINDINGS: This item is on the agenda to provide the Council with the opportunity to discuss and select, the Mayor Pro-Tem.

ATTACHMENTS:
Resolution No. 26-2227 Elect Mayor Pro Tem.pdf

CITY OF LAGO VISTA

RESOLUTION NO. 26-2227

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS; PROVIDING FOR THE ELECTION OF A MAYOR PRO TEM.

WHEREAS, pursuant to Section 3.01 of the Home Rule Charter of the City of Lago Vista, Texas, providing that at the first regular City Council meeting following the taking of office of all new members after each scheduled General City Election, a Council Member shall be elected Mayor Pro Tem, who shall hold this office for one year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS:

THAT, _____ is hereby elected to serve as Mayor Pro Tem and shall hold this office for one year.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED this 19th day of November 2026.

_____
Mayor, Shane R. Saum

ATTEST:

_____
Robin Smith, City Secretary

On a motion by _____, seconded by Councilor _____, the above and foregoing instrument was passed and approved.

AGENDA ITEM NO. IX.5

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 19, 2026

SUBMITTED BY: Karen Van Ness, Council Member

SUBJECT: Discussion and possible action regarding improvement of the Bonanza Park Property and possible use of tree mitigation funds.

ATTACHMENTS:
261111-Bonanza_Bike_Park_Parks_Rec_Committee_Update.pdf
Bonanza_Phase_1_Council_Presentation_Final.pptx

PARKS & RECREATION COMMITTEE · UPDATE

Bonanza Bike Park

Site visit, Phase 1 approval at the EDC, first builder numbers, and a land question

November 11, 2026 · Working draft

SINCE THE LAST UPDATE

Four things moved forward

1 · Expert site visit

Alliance Action Sports Experts (ASE) walked the site and gave first impressions and best-guess numbers.

2 · EDC approval

David presented Phase 1. The EDC voted unanimously to take it to counsel.

3 · Builder numbers and trail layout

ASE sent pricing for pump tracks and jump lines, plus a preliminary layout with trail lengths.

4 · Land finding

The block is three lots. The two on the Dawn side are privately owned.

WHAT THE SITE VISIT TOLD US

Measure the site before we design on it

After the visit we agreed the best-guess numbers can only be firmed up once the site is in compliance and we have real survey data to lay out tracks and trails.

Compliance

Clear brush, debris and fuel; protect healthy trees and root zones

Topographic

Boundary and grades for track and trail alignment

Tree survey

Locations of trees to keep, so routes go around them

Geotechnical

Soil testing so pump tracks get the right base and drainage

EDC · NOVEMBER 10

Unanimous approval to take Phase 1 to counsel

Phase 1 is cleanup and site recovery only, plus planting trees the City already has on hand. No pump tracks, jumps or paving are authorized.

Long-term upkeep was set aside for now. The immediate need is getting the land compliant.

Phase 1 planning case	Amount
Field recovery and closeout	$57,000
Boundary and topo survey	$10,000
Civil engineering	$12,000
Owner-side coordination	$6,000
Reserve (20%)	$17,000
Full Phase 1 envelope	**$102,000**
Tree-fund ceiling requested	$80,000
Private + in-kind target	$22,000

FUTURE PHASES · PRELIMINARY PRICING

About $836K for the full build, before value engineering

Pump tracks	Estimate
Topographic survey	$7,000
Geotechnical testing	$8,000
Kids pump track (3,300 SF)	$115,500
Main track + jump line (13,000 SF)	$455,000
Subtotal	$585,500

Jump lines	Estimate
Trail 1 (800 LF)	$80,000
Trail 2 (600 LF)	$60,000
Trail 3 (600 LF)	$60,000
Trail 4 (500 LF)	$50,000
Subtotal	$250,000

Main track: ASE expects it can come in **under $400K**; a Round Rock–style layout would be about **$350K**.

Jump lines: smaller berms instead of large gravity-style berms could save **about $50K**.

Source: Jake Carsten, Alliance ASE, email of Nov 10, 2026. Preliminary, not bids. Future-phase pricing will change with surveys, design and scope.

FUTURE PHASES · PRELIMINARY LAYOUT

Four jump lines, about 2,500 feet in all



ASE’s map is a scoping exercise: the routes are schematic and will change in design, but they give solid lengths for high-level budgeting. Final routes depend on the surveys in Phase 1.

Preliminary. Routes, lengths and pricing for future phases are not final.



A LAND FINDING

The block is three lots, not one

The long lot from Bonanza north to Canyon Drive is City land. The two lots at the Dawn Drive corner are privately owned.

One owner’s representative says they are **open to a land swap or a similar deal** with the City.

Phase 1 work stays on City land. The boundary survey will confirm the lines.

Map: Alliance ASE scoping exercise, Nov 10, 2026, with county parcel lines. Jump lines are schematic.

NEXT STEPS

What happens next, and what we ask

Counsel, then Council

Counsel reviews the Phase 1 scope and tree-fund use; then it goes to Council.

Phase 1 work

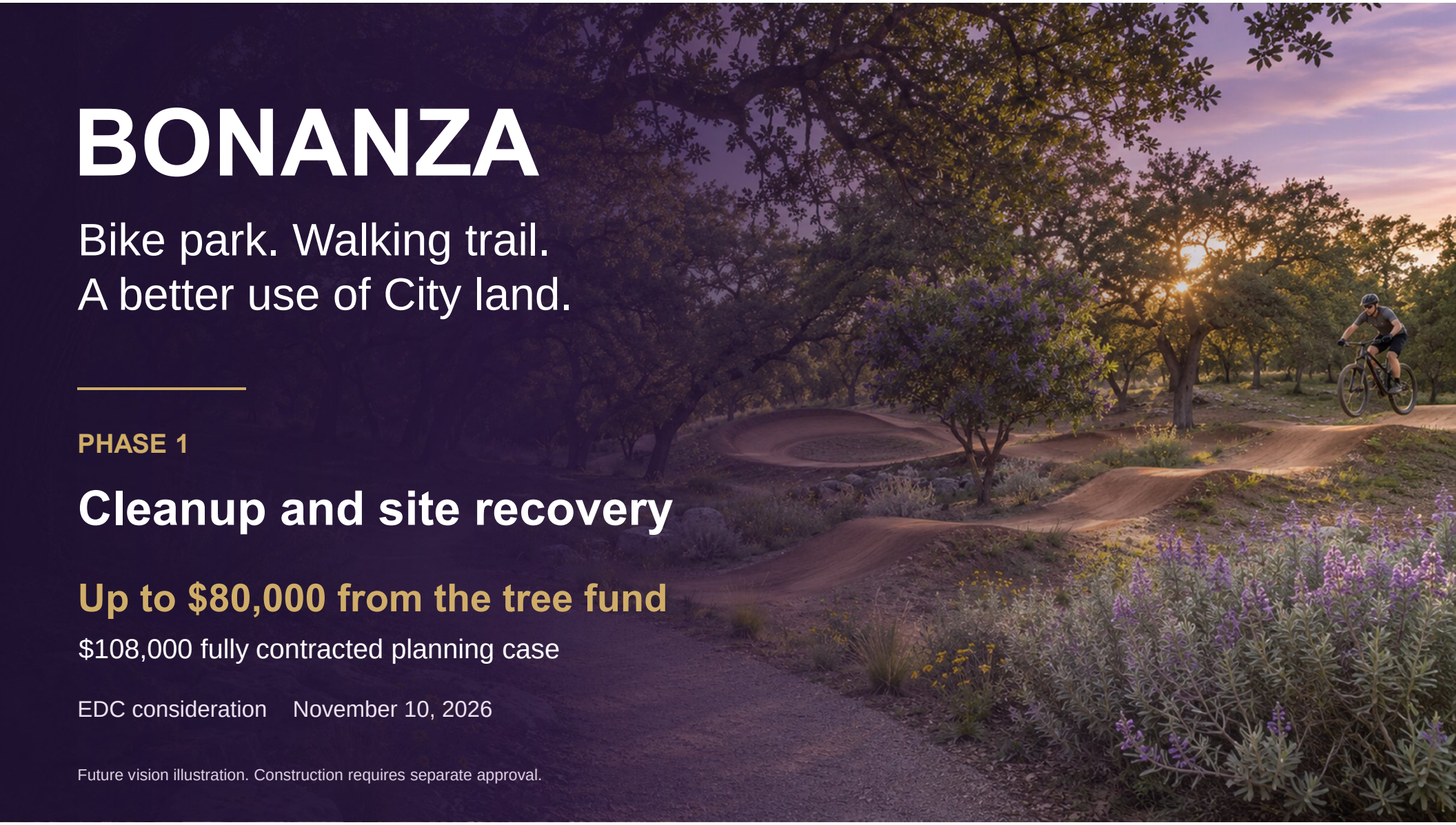
Survey, tree baseline, cleanup and tree planting, about ten weeks after release.

Formal ASE estimate

Numbers on letterhead, ready for design of future phases.

OUR ASK

Recommend that Council approve Phase 1.



BONANZA

Bike park. Walking trail.
A better use of City land.

PHASE 1

Cleanup and site recovery

Up to $80,000 from the tree fund

$108,000 fully contracted planning case

EDC consideration November 10, 2026

Future vision illustration. Construction requires separate approval.

City land should meet City standards



SUPPLIED CONCEPT AERIAL

Reported on the property

Accumulated brush and dead material
Debris around protected oak root zones
Buried material requiring careful recovery

Delay leaves the same work ahead

Fuel remains. Root damage can continue.
Future design still lacks a reliable site baseline.

Field inspection establishes code findings. No City fine, tree loss or quantified fire probability is asserted.

Phase 1 delivers a documented recovery

~2.5 acres. Remove 90% of marked unwanted material. Preserve healthy trees.

01

VERIFY

Survey, trees and safe access

02

PROTECT

Engineered controls and roots

03

RECOVER

Sort brush and remove debris

04

RESTORE

Stabilize soil and add greenery

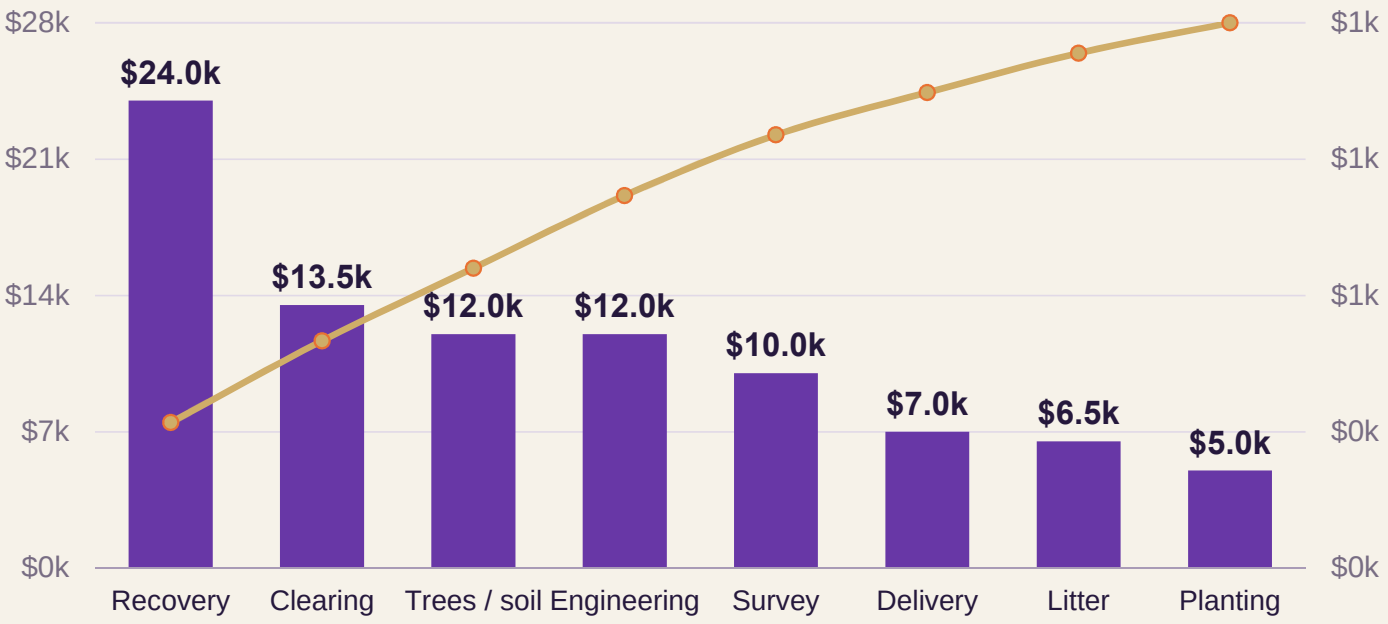
The handoff

A surveyed baseline, Phase 1 engineering, protected trees and a reconciled public record for the next decision

No pump tracks, jumps, permanent paving, event facilities or public opening in this authorization.

Fully contracted Phase 1: $108,000

Field recovery, technical readiness and delivery priced in one scope.



$90k
contracted work

$18k
20% contingency

$108k total

Planning estimate. Qualified survey and engineering fees require negotiated scopes. Source rates and quantities are in the appendix.

Phase 1 studies support safe cleanup

$22,000 of technical deliverables

SERVICE	ALLOWANCE	PHASE 1 OUTPUT
Survey	$10,000	Boundary, topo and tree locations
Civil engineering	$12,000	Drainage, controls and permit support
Combined technical scope	$22,000	Reusable baseline for the next decision

Phase 2 adds route engineering and course design

Planning fees. Select PE and RPLS by qualifications, then negotiate. Route engineering and course design belong to Phase 2.

The EDC bridges public and private

RESOURCE	PROPOSED ROLE	RELEASE CONDITION
Tree mitigation	$80k City cash ceiling	Eligible costs + available balance
Private partners	$22k cash and in-kind target	Accepted scope + purchase credits
City / EDC capacity	$6k coordination target	Assigned time + deliverables

Useful donations before public purchases

One approved scope. Actual costs. Public reporting.

Tree fund is the only City cash source requested. City approvals and applicable procurement rules govern commitments.

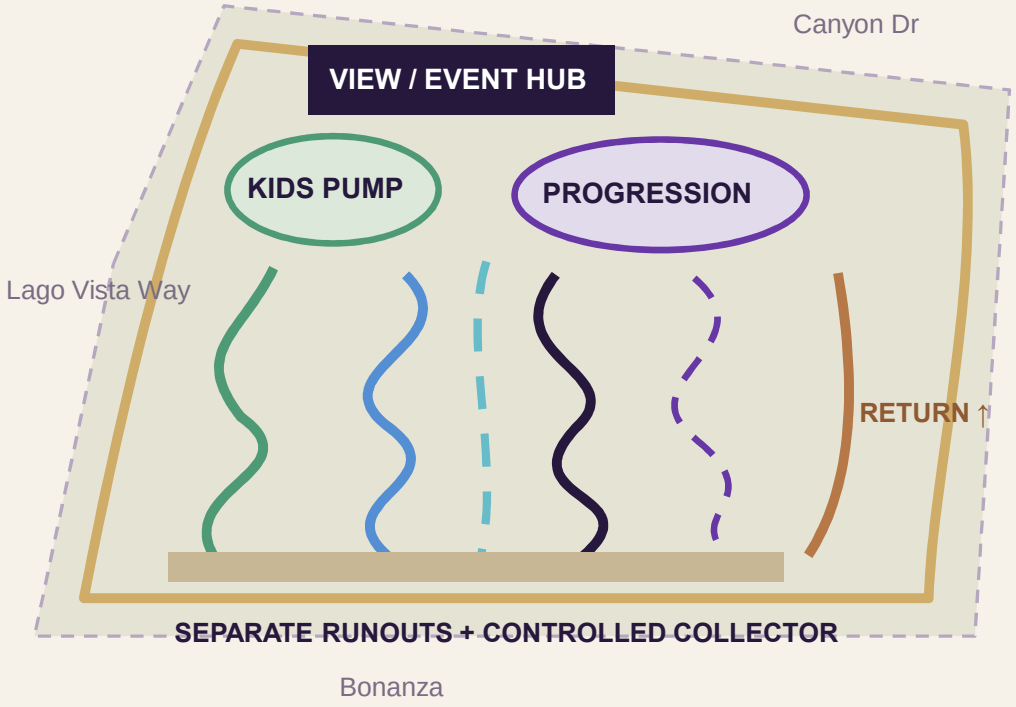
One site, separate routes for every user

Future concept. Phase 1 supplies the evidence needed to test this layout.

Perimeter walking loop

A separate uphill bike return
Graduated downhill lines
Kids and progression pump areas
Upper viewing and event space
A protected drainage corridor

Trail count and expert features remain subject to safe corridor fit.



Editable schematic. Not to scale. Boundaries, tree locations, grades, crossings, access and drainage require professional verification.

Stormwater can become a visible teaching tool

Firm walking surface

Optional permeable grid

Engineered stone storage

Tested soil + designed overflow

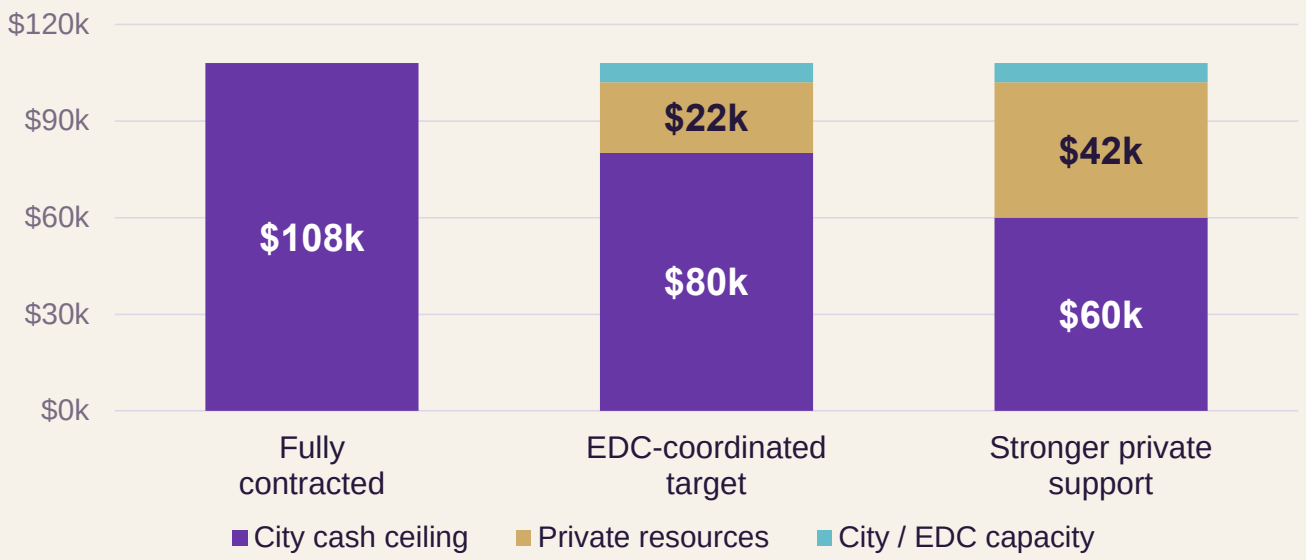


TRUEGRID is a candidate for suitable gentle grades.
Subgrade, accessibility and overflow control govern.

Future demonstration only. No product endorsement, runoff reduction percentage or automatic impervious-cover credit.

An $80k ceiling with a lower spending goal

Contracted planning case: $108k. Accepted contributions reduce the public draw.



7

business prospects*

20+

interested volunteers*

Target: $22k private support + $6k coordination capacity

*Sponsor-reported interest. Resource targets are uncommitted. No grant proceeds or existing land value are counted.

City-owned trees create a greener start

$5,000

planting and greenery allowance*

Use suitable trees already owned by the City.
Verify stock, condition and available locations.
Fund transport, planting and initial establishment.
Keep future routes and drainage corridors clear.

Qualified donated work lowers the cash cost.

PHASE 2

Route engineering
Course design
Documented partner pledges

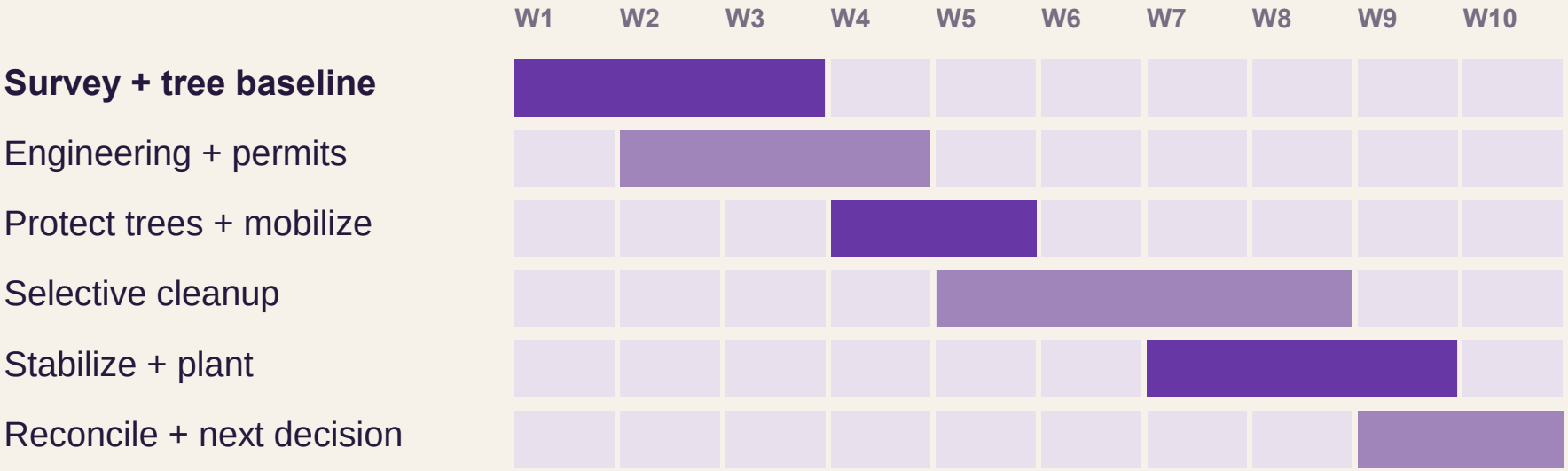


BMX inspiration. Future design requires approval.

*Planning allowance. City-owned stock is sponsor-reported. Staff confirms quantity, species, condition and allocation.

Ten weeks after initial funding and release

Survey and engineering precede the main field release. Timing remains a target.



100%
priority hazards closed or safely isolated

0
unauthorized protected-tree impacts

100%
costs and resources logged

Weekly
public progress updates

The decision today is Phase 1

Authorize EDC coordination

Recommend up to $80,000 from the tree fund

$30k initial survey, engineering and protection, within cap.
Full release follows accepted plans and partner resources.

Phase 2 brings route and course design,
with documented public-private work pledges.

No City appropriation, EDC payment or full-park construction authorization occurs through this recommendation.

Appendix A: Phase 1 implementation

Implementation plan. Complete supporting text in speaker notes.

WORK	WINDOW	ACCOUNTABLE LEAD
Survey and tree baseline	Weeks 1–3	RPLS, arborist and City lead
Engineering and approvals	Weeks 2–4	PE and City lead
Tree protection and mobilization	Weeks 4–5	Arborist and qualified crews
Selective cleanup and recovery	Weeks 5–8	Public Works and approved vendors
Stabilization, planting and acceptance	Weeks 7–9	PE, arborist and City lead
Reconciliation and next decision	Weeks 9–10	Finance, City lead and EDC

Release gates

Initial work up to $30k within the $80k cap.
Full field release follows accepted plans, permits, pricing and partner resources. Return if it will not fit.

Acceptance and public record

Accepted CAD/PDF and engineering. Weekly photos, quantities and separate cash/in-kind/capacity records. 30-day status, signed closeout and tree follow-up.

Appendix B: Financial and legal basis

Same Phase 1 outputs. Planning estimates, not bids. Complete appendix in speaker notes.

CONTRACTED PLANNING CASE	AMOUNT
Field recovery and closeout	$57,000
City-owned trees and greenery	$5,000
Boundary and topographic survey	$10,000
Phase 1 civil engineering	$12,000
Owner-side coordination	$6,000
Base subtotal	$90,000
Controlled reserve, 20%	$18,000
Full resource envelope	$108,000

EDC-coordinated funding target

$80k City + $22k private + $6k assigned capacity

Tree-fund eligibility

Council finds a tree/greenery and park purpose under Chapter 14 §20(e)(7), as amended June 4, 2026. Finance confirms available funds. Counsel reviews eligible costs and shared allocations.

Procurement and funding controls

Select PE/RPLS by qualifications, then negotiate. City retains spending, field release and acceptance. Later EDC funding follows its own statutory process. Count donations once with logs and purchase credits. No grant award or existing land value is counted.

Potential grant match requires program approval.

Appendix C: Proposed EDC recommendation

Motion and Council referral. Complete wording and references in speaker notes.

I move that the Lago Vista EDC lead public-private coordination for Bonanza Phase 1, authorize its President, assisted by the Secretary, to organize resource offers and prepare agreements for authorized approval, and recommend a tree-fund ceiling of up to $80,000 for eligible mitigation, compliance, planting and site preparation. The EDC shall seek the best approved result for the lowest practical public cost.

City cash ceiling and purpose

Tree mitigation is the only City cash source requested. Initial work up to $30k remains inside the $80k cap. Verify City-owned trees and plant suitable stock.

Charge only eligible, accepted work and actual costs. Unused funds remain in the restricted tree fund. Return for any scope or funding change.

EDC coordination and savings

Seek cash, volunteer and qualified in-kind work across every approved package. Credit each unit once. Report net City draw, accepted work and commitments.

Prepare grant applications and qualifying local match, subject to each program’s rules and spending dates. Phase 2 returns with route design and partner pledges.

AGENDA ITEM NO. X.1

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: November 19, 2026

SUBMITTED BY: Shane Saum, Mayor

SUBJECT: Discussion and possible action regarding proposed amendments to chapters 1, 2, 3, and 8 of the City Charter, and, if time permits, consideration of amendments to additional chapters of the City Charter.