



**AGENDA
CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
5803 THUNDERBIRD
LAGO VISTA, TX
OCTOBER 2, 2025 AT 1:00 PM**

REGULAR SESSION WILL RECONVENE AT 3:00PM

AMENDED AGENDA ADDED ITEM 11.7

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

Kevin Sullivan, Mayor

Rob Durbin, Mayor Pro-Tem

Shane Saum, Council Member

Adam Benefield, Council Member

Norma Owen, Council Member

Paul Roberts, Council Member

Paul Prince, Council Member

II. EXECUTIVE SESSION

Convene into a closed Executive Session pursuant to;

1. Consultation with Legal Counsel concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed) pursuant to Texas Government Code Section 551.071.
2. Discussion regarding the evaluation of the City Manager. (Government Code Section 551.074)

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 Legal Counsel concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed) pursuant to Texas Government Code Section 551.071.
2. Discussion regarding the evaluation of the City Manager. (Government Code Section 551.074)

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 3:00 p.m.

[Citizen Participation Registration Form](#)

VII. ITEMS OF COMMUNITY INTEREST

Pursuant to Texas Government Code Section 551.0415, the City Council may report on any of the following items:

- a. Expression of thanks, gratitude, and condolences.
- b. Information regarding holiday schedules.
- c. Recognition of individuals, i.e. Proclamations.
- d. Reminders regarding City Council events.
- e. Reminders regarding community events.
- f. Health and safety announcements.

VIII. PRESENTATIONS

1. Discussion and presentation on Water public-private partnerships with Accenture.

IX. 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. Consider approval of Resolution No. 25-2154; A Resolution by the City Council of Lago Vista, Texas declaring various property and/or equipment to be surplus property and authorizing the City Manager to dispose of such property in a manner which is beneficial to the City of Lago Vista.
2. Consider approval of Resolution No. 25-2155; a resolution of the City Council of the

City of Lago Vista, Texas adopting the Purchasing & Procurement Policy for Fiscal Year 2026.

3. Recommendation by City Manager Charles West to approve the hiring of Jordan Strohmeyer as Director of Development Services.
4. Referral of Amendment to Chapter 14, Section 13.20(e)(3)(B)(ii-iii) (Zoning protest procedures) to Planning & Zoning Commission.
5. Consideration to approve Resolution No. 25-2157, a resolution to appoint Associate Judge Gunnar Seaquist.
6. Consideration to approve the September 4, 2025, Regular City Council Meeting Minutes.
7. Consideration to approve Resolutions for the release and vacating of utility easements.
8. Referral to the Planning & Zoning Commission for Consideration of Amendments to Chapter 14, Sections 11.20 and 11.30 (Variance and Special Exception Procedures)
9. Discussion, Consideration and Possible action for the approval of Resolution No. 25-2156 to allow the City Manager to execute on behalf of the City of Lago Vista an agreement with the Texas Department of Transportation to request financial assistance for the replacement and installation of the AWOS III PT.
10. Discussion, Consideration and Possible action to adopt Resolution No. 25-2153 nominating Paul Roberts for the Board of Directors for the Travis Central Appraisal District.

X. WORK SESSION

1. Discussion on short term rental (STR) ordinance.
2. Update from the Irrigation sub-committee.
3. Update from the Finance Committee.
4. Discussion on Tessera PID Disclosures and Potential Policy Direction.

XI. ACTION ITEMS

1. Discussion, Consideration and Possible action on amendment to Chapter 10, Section 2.16 (Subdivision Ordinance) to Add Cross-Reference to Preliminary Plat Submittal Calendar; Direction to Publish Calendar on City Website.
2. Discussion, Consideration and Possible action regarding clarification and amendment of Chapter 10 ordinance language related to public notice and signage requirements prior to preliminary plat hearings.
3. Discussion, Consideration, and Possible action to approve bylaws for the Lago Vista Type B Economic Development Corporation (EDC).

4. Discussion, Consideration and Possible action regarding Resolution No. 25-2152 dedicating required public parkland in the Tessera on Lake Travis subdivision by Hines Lake Travis Land II Limited Partnership to the City, including a correction deed concerning a prior dedication for the purpose of correcting scrivener's errors regarding the pool property dedication.
5. Discussion, Consideration, and Possible action surrounding the city's strategy and priorities related to reaching an agreement between itself and the Rusty Allen Airport POA and any possible items the council would like to recommend the AAB take up for possible recommendation back to council
6. Discussion and possible action on an amendment to the contract with Garver Engineering for the design of the City's Wastewater Treatment Plant expansion to 1.5 MGD, in an amount not to exceed \$1,864,090.00 and authorizing the City Manager to approve amendment. Garver Engineering will present an update to the Council on the project.
7. Discuss and consider Ordinance No. 25-10-02-03 amending Chapters 3 and 6, Code of Ordinances, concerning drainage regulation.

XII. STAFF AND COUNCIL LIAISON REPORTS

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 12:00 pm on the 27th day of September 2025.

Robin Smith , 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 THE 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, AND 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, AND IF SO, VIDEOCONFERENCE EQUIPMENT PROVIDING TWO-WAY

AUDIO AND VIDEO DISPLAY AND COMMUNICATION WITH EACH MEMBER WHO IS PARTICIPATING BY VIDEOCONFERENCE CALL WILL BE MADE AVAILABLE.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 2, 2025

SUBMITTED BY: Councilor Saum, City Council

SUBJECT: Discussion and presentation on Water public-private partnerships with Accenture.

BACKGROUND: Accenture will give us a presentation on public-private partnerships for water projects.

FINDINGS: Multiple communities in Texas like San Antonio and Alice have utilized public-private partnerships for major water projects like the ones Lago Vista is embarking on. Accenture is going to give us a high-level overview of what these partnerships are and are not. Many believe these partnerships are only the privatization of water utilities, but that is not true.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 2, 2025
SUBMITTED BY:	Eric DeLaCruz, Finance
SUBJECT:	Consider approval of Resolution No. 25-2154; A Resolution by the City Council of Lago Vista, Texas declaring various property and/or equipment to be surplus property and authorizing the City Manager to dispose of such property in a manner which is beneficial to the City of Lago Vista.
BACKGROUND:	The City owns several pieces of City property and/or equipment at city hall and the golf course and city hall which have been replaced, are obsolete or are not currently used by the City.
FINDINGS:	The Golf Course Superintendent has evaluated the value to the City for each piece of property and/or equipment on Exhibit A and are recommending auction of the items. Inoperable office furniture/equipment at City Hall has been identified and staff is recommending disposal of the items on Exhibit A.
FINANCIAL IMPACT:	Revenue will be generated from the sale of equipment via online auction.
RECOMMENDATION:	Request City Council recognizes the surplus furniture and equipment and allow for City Manager discretion of disposal.
ATTACHMENTS:	Resolution_25-2154_Surplus_Property_October_2.docx

CITY OF LAGO VISTA, TEXAS

RESOLUTION NO. 25-2154

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS DECLARING VARIOUS PROPERTY AND/OR EQUIPMENT TO BE SURPLUS PROPERTY AND AUTHORIZING THE CITY MANAGER TO AUCTION/DISPOSE OF SUCH PROPERTY IN A MANNER WHICH IS BENEFICIAL TO THE CITY OF LAGO VISTA.

WHEREAS, the City of Lago Vista, Texas, owns several pieces of City property and/or equipment which have been replaced, are obsolete or are not currently used by the City, and

WHEREAS, such property and/or equipment have no or limited value to the City, and

WHEREAS, storage space for such property and/or equipment is extremely limited, and

WHEREAS, appropriate City staff members have evaluated the need for and the value to the City of each piece of property and/or equipment and have recommended disposal/auction of the items,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS:

THAT, the City Council of the City of Lago Vista, Texas declares the following items, as listed in “Exhibit A” attached to this Resolution, to be surplus property and authorizes the City Manager to auction/dispose of the property in a manner which is beneficial to the City of Lago Vista.

AND, IT IS SO RESOLVED. PASSED AND APPROVED this 2nd day of October 2025.

ATTEST:

Kevin Sullivan, Mayor

Robin Smith, City Secretary

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

Exhibit A

Lago Vista, TX Surplus List

Department	Description	Category	VIN/Serial	Condition
Golf Course	John Deere 2500B	Greens/Tee Mower	TC250BGLDT070440	2,400+ Hours, Not running unrepairable
Golf Course	John Deere 2500B	Greens/Tee Mower	TC250BGCDT070532	No battery, Not running unrepairable
Golf Course	John Deere 2500B	Greens/Tee Mower	TC250BGHDT070441	2,100+ Hours, Not running unrepairable
Human Resources	File Cabinet 5 drawer	Office Furniture	N/A	rusting drawers unused sitting in storage
City Secretary	Book Case	Office Furniture	N/A	Unused Broken
City Secretary	Book Case	Office Furniture	N/A	Unused Broken
Finance	Meeting Table	Office Furniture	N/A	Unused, past it usable life
Finance	Book Case	Office Furniture	N/A	Unused Broken
Finance	File Cabinet 4 Drawer	Office Furniture	N/A	rusting drawers unused sitting in storage
Finance	File Cabinet 4 Drawer	Office Furniture	N/A	rusting drawers unused sitting in storage
Finance	Book Case 5 Shelf	Office Furniture	N/A	Unused Broken
Finance	File Cabinet 2 Drawer	Office Furniture	N/A	rusting drawers unused sitting in storage
Development Services	Cradenza	Office Furniture	N/A	Unused, broken past it usable life
Development Services	Book Case	Office Furniture	N/A	Unused, broken past it usable life
Municipal Court	Book Case	Office Furniture	N/A	Unused, past it usable life
Municipal Court	Book Case	Office Furniture	N/A	Unused, past it usable life
Administration	Chairs qty 10	Office Furniture	N/A	Broken, unused office chairs some auctionable some disposable. Past its useful life
Administration	Stand up Desks Attachments qty 4	Office Furniture	N/A	unused sitting in storage no room to store auctionable
Library	Chairs qty 5	Office Furniture	N/A	Broken, unused office chairs disposable. Past its useful life
Library	Craft Cart	Office Furniture	N/A	Wheels are unusable sitting in storage with limited space
Library	Image Magnifier	Office Furniture	N/A	works but unused and outdate for usage at library

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 2, 2025

SUBMITTED BY: Eric DeLaCruz, Finance

SUBJECT: Consider approval of Resolution No. 25-2155; a resolution of the City Council of the City of Lago Vista, Texas adopting the Purchasing & Procurement Policy for Fiscal Year 2026.

BACKGROUND: This resolution is created to amend the current Purchasing and Procurement Policy that has been in effect since September 19, 2024.

FINDINGS: In 2025 the Texas Legislature enacted Senate Bill 1173, which amended the Local Government Code Section 252.021(a) and other relevant procurement statutes. The key change increased the formal competitive bidding threshold for municipalities from \$50,000 to \$100,000.

This change allows cities to use more flexible, informal purchasing procedures for expenditures below \$100,000, reducing administrative burden and procurement timeframes while still complying with all state procurement standards.

Policy Update:

- The increase to \$100,000 reflects statutory compliance with Texas SB 1173.
- Updating the City's policy ensures consistency with the revised state procurement framework and avoids confusion or misapplication of outdated thresholds.
- Raising the threshold allows City departments to respond more quickly to operational needs and procurement opportunities without the delays associated with formal bidding or council approval.
- Reduces lead time for smaller-scale projects and routine purchases, especially in areas such as infrastructure, and maintenance services.
- The policy update does not eliminate oversight. Purchases under \$100,000 will still follow internal controls, approval hierarchies, and procurement procedures established by the City Manager and Finance Department.

- Many Texas municipalities are adopting the \$100,000 threshold to modernize their procurement operations and reduce burden while ensuring transparency and competitive pricing.

FINANCIAL IMPACT: N/A

ATTACHMENTS:

[25-2155_Resolution_Purchasing_Procurement_Policy_for_FY2026 w policy exhibit.docx](#)
[Proposed FY 2025-2026 Purchasing Procurement_Tracked Changes.docx](#)
[Proposed FY 2025-2026 Purchasing Procurement_FINAL CLEAN.docx](#)

CITY OF LAGO VISTA, TEXAS

RESOLUTION NO. 25-2155

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS
ADOPTING THE PURCHASING & PROCUREMENT POLICY FOR FISCAL YEAR 2026.**

WHEREAS, the City of Lago Vista, Texas is committed to financial management through integrity, prudent stewardship, planning, accountability, full disclosure and communication;

WHEREAS, in 2025 the Texas Legislature enacted Senate Bill 1173, which amends current law by raising the competitive procurement thresholds for local governmental entities from **\$50,000** to **\$100,000**, thereby allowing greater flexibility for local government purchases below the new threshold; and

WHEREAS, the City Council finds it necessary and advisable to update the City's Purchasing & Procurement Policy for Fiscal Year 2026 to conform with state law, to promote efficiency in purchasing, and to ensure that approval thresholds are properly aligned with the new statutory requirements;

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF LAGO VISTA, TEXAS THAT:**

The City Council of the City of Lago Vista, Texas hereby adopts the Purchasing & Procurement Policy for Fiscal Year 2026, copy attached.

AND, IT IS SO RESOLVED, PASSED AND APPROVED this 2nd day
of October 2025.

Kevin Sullivan, Mayor

ATTEST:

Robin Smith, City Secretary

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

PURCHASING POLICIES AND PROCEDURES



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

I. Table of Contents

II. Introduction	5
a. Purpose	5
b. Purchasing Objective.....	5
c. Governing Authority	6
III. Duties and Responsibilities.....	6
a. City Council	6
b. City Manager.....	6
c. Legal.....	7
d. Finance Department.....	7
e. Department Head.....	7
f. Department Supervisor	8
IV. Ethics.....	8
a. Employee Code of Ethics	8
b. Vendor Code of Ethics	9
V. Gifts and Gratuities	10
VI. General Purchasing Procedures	10
a. Signatory Authorities and Approval Thresholds	10
b. Purchasing Limits at a Glance.....	11
c. Purchasing Process	11
d. Requisition Process	12
e. Payment of Vendors	12
f. Tax Exemptions.....	12
g. Capitalized Fixed Assets	12
h. Formal Solicitation Procedure/ Competitive Bidding/Competitive Proposals	12
i. Specifications and Announcement	12
ii. Bid Opening, Evaluation and Award.....	13
iii. Change Orders.....	13
VII. Contract Management.....	14
VIII. Legal Requirements.....	14
IX. Items That Do Not Require Competitive Bidding or Competitive Proposals.....	15
a. Emergency Purchases.....	15
b. Personal, Professional or Planning Services.....	15
c. Work performed and paid for by the day as work progresses	16

d.	Lease or Purchase of land or a right-of-way	16
e.	Sole source purchases	16
f.	Purchase of rare books, papers and other library materials for a public library	17
g.	Paving, Drainage, Street widening, and other public improvements, or related matters	17
h.	Certain public improvements	17
i.	Developer participation projects	17
j.	Personal property sold	17
k.	services performed by blind or severely disabled persons	17
l.	Goods purchased by a municipality for subsequent retail sale by the municipality	18
m.	Gas, Electricity, water and other utility services	18
n.	Advertising, other than legal notices	18
o.	Cooperative Purchasing	18
X.	Grants Compliance	18
XI.	Enforcement	19
a.	Internal Enforcement	19
b.	Criminal Penalties for Violation of Competitive Bidding Laws	19
c.	Removal; Ineligibility	19
d.	Injunction	20
XII.	Credit/Procurement Cards	20
a.	Purpose	20
b.	Eligibility	20
c.	Usage	20
d.	Penalties for Improper Use	21
e.	Duties and Responsibilities	21
i.	Program Administrator	21
ii.	Departmental Responsibility	21
iii.	Cardholder	22
f.	Credit Card Provider	22
g.	Transaction/Card Limits	22
h.	Sales Tax	22
i.	Late Fees or Finance Charges	23
j.	Returns	23
k.	Restrictions and Exemptions	23
l.	Documentation	24

m.	Obtaining a Credit Card.....	24
n.	Revocation of the Credit Card.....	24
XIII.	Travel Expense/Reimbursement	24
a.	Purpose.....	24
b.	Transportation.....	25
c.	Travel Approval and Cash Advances	25
d.	Lodging	25
e.	Meals.....	25
f.	Incidental Expenses	25
g.	Internet Expense	26
h.	Non-Allowable Expenses	26
i.	Request for Reimbursement ad Return of Unexpended Funds.....	26
j.	Travel to Training.....	26
k.	Expenses Not Covered in Policy	26
l.	Exceptions	26
m.	Compliance.....	27
XIV.	Glossary.....	27

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 purchase of items or services more than one hundred thousand dollars (\$100,000) shall require prior approval of the City Council. The City Council shall endeavor to hold an emergency meeting to authorize emergency purchases where feasible, otherwise, emergency 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, safety or damage to persons or property or in those situations in which inaction shall present a substantial financial loss to the City and all other exemptions stated in Texas Local Government Code Government Code [Chapter 252](#). All contracts and /or expenditures more than one hundred thousand dollars (\$100,000) must be approved in advance by City Council regardless of the procurement method. This applies to: Purchase(s) made in the same fiscal year from the same vendor for the same goods or services that total over one hundred thousand dollars (\$100,000); and A contract that is executed for more than one hundred thousand dollars (\$100,000) regardless of term.

b. City Manager

The purchase of items five thousand dollars (\$5,000) up to one hundred thousand dollars (\$100,000) shall require approval from the City Manager. The ultimate responsibility for all purchases for the City of Lago Vista is held by the City Manager. The City Manager shall propose rules and regulations for approval by the City Council for the purchase and procurement of all goods and services, which shall be followed by all City employees.

The City Manager possesses the sole authority for any deviation from purchasing regulations. If improper purchasing practices occur, the City Manager may take disciplinary action upon the individual and/or department. Disciplinary action shall be in the form of 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 = City Manager
- iv. \$100,001 and Above = City Council

All contracts and /or expenditures more than one hundred thousand dollars (\$100,000) must be approved in advance by City Council regardless of the procurement method. This applies to: Purchase(s) made in the same fiscal year from the same vendor for the same goods or services that total over one hundred thousand dollars (\$100,000); and A contract that is executed for more than one hundred thousand dollars (\$100,000) regardless of term.

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 brought 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	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 request.

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 contracts 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.

Sole source purchases over one hundred thousand dollars (\$100,000) must be approved by 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 removed 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 employment. 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

I. 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://fm.xcpa.texas.gov/fmx/travel/texttravel/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.

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 contract/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.

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.

PURCHASING POLICIES AND PROCEDURES



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

I. Table of Contents

II. Introduction.....	5
a. Purpose	5
b. Purchasing Objective	5
c. Governing Authority.....	6
III. Duties and Responsibilities	6
a. City Council.....	6
b. City Manager	6
c. Legal	7
d. Finance Department.....	7
e. Department Head	7
f. Department Supervisor	8
IV. Ethics.....	8
a. Employee Code of Ethics	8
b. Vendor Code of Ethics	9
V. Gifts and Gratuities	10
VI. General Purchasing Procedures.....	10
a. Signatory Authorities and Approval Thresholds	10
b. Purchasing Limits at a Glance	11
c. Purchasing Process	11
d. Requisition Process	12
e. Payment of Vendors	12
f. Tax Exemptions	12
g. Capitalized Fixed Assets.....	12
h. Formal Solicitation Procedure/ Competitive Bidding/Competitive Proposals	12
i. Specifications and Announcement.....	12
ii. Bid Opening, Evaluation and Award.....	13
iii. Change Orders	13
VII. Contract Management	14
VIII. Legal Requirements	14
IX. Items That Do Not Require Competitive Bidding or Competitive Proposals.....	15
a. Emergency Purchases	15
b. Personal, Professional or Planning Services.....	15
c. Work performed and paid for by the day as work progresses	16

d.	Lease or Purchase of land or a right-of-way	16
e.	Sole source purchases	16
f.	Purchase of rare books, papers and other library materials for a public library	17
g.	Paving, Drainage, Street widening, and other public improvements, or related matters	17
h.	Certain public improvements	17
i.	Developer participation projects	17
j.	Personal property sold	17
k.	services performed by blind or severely disabled persons	17
l.	Goods purchased by a municipality for subsequent retail sale by the municipality	18
m.	Gas, Electricity, water and other utility services	18
n.	Advertising, other than legal notices	18
o.	Cooperative Purchasing	18
X.	Grants Compliance	18
XI.	Enforcement	19
a.	Internal Enforcement	19
b.	Criminal Penalties for Violation of Competitive Bidding Laws	19
c.	Removal; Ineligibility	19
d.	Injunction	20
XII.	Credit/Procurement Cards	20
a.	Purpose	20
b.	Eligibility	20
c.	Usage	20
d.	Penalties for Improper Use	21
e.	Duties and Responsibilities	21
i.	Program Administrator	21
ii.	Departmental Responsibility	21
iii.	Cardholder	22
f.	Credit Card Provider	22
g.	Transaction/Card Limits	22
h.	Sales Tax	22
i.	Late Fees or Finance Charges	23
j.	Returns	23
k.	Restrictions and Exemptions	23
l.	Documentation	24

m.	Obtaining a Credit Card.....	24
n.	Revocation of the Credit Card	24
XIII.	Travel Expense/Reimbursement	24
a.	Purpose	24
b.	Transportation.....	25
c.	Travel Approval and Cash Advances	25
d.	Lodging.....	25
e.	Meals	25
f.	Incidental Expenses	25
g.	Internet Expense	26
h.	Non-Allowable Expenses	26
i.	Request for Reimbursement ad Return of Unexpended Funds.....	26
j.	Travel to Training.....	26
k.	Expenses Not Covered in Policy	26
l.	Exceptions	26
m.	Compliance.....	27
XIV.	Glossary	27

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 purchase of items or services more than one hundred thousand dollars (\$100,000) shall require prior approval of the City Council. The City Council shall endeavor to hold an emergency meeting to authorize emergency purchases where feasible, otherwise, emergency 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, safety or damage to persons or property or in those situations in which inaction shall present a substantial financial loss to the City and all other exemptions stated in Texas Local Government Code Government Code [Chapter 252](#). All contracts and /or expenditures more than one hundred thousand dollars (\$100,000) must be approved in advance by City Council regardless of the procurement method. This applies to: Purchase(s) made in the same fiscal year from the same vendor for the same goods or services that total over one hundred thousand dollars (\$100,000); and A contract that is executed for more than one hundred thousand dollars (\$100,000) regardless of term.

b. City Manager

The purchase of items five thousand dollars (\$5,000) up to one hundred thousand dollars (\$100,000) shall require approval from the City Manager. The ultimate responsibility for all purchases for the City of Lago Vista is held by the City Manager. The City Manager shall propose rules and regulations for approval by the City Council for the purchase and procurement of all goods and services, which shall be followed by all City employees.

The City Manager possesses the sole authority for any deviation from purchasing regulations. If improper purchasing practices occur, the City Manager may take disciplinary action upon the individual and/or department. Disciplinary action shall be in the form of 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 = City Manager
- iv. \$100,001 and Above = City Council

All contracts and /or expenditures more than one hundred thousand dollars (\$100,000) must be approved in advance by City Council regardless of the procurement method. This applies to: Purchase(s) made in the same fiscal year from the same vendor for the same goods or services that total over one hundred thousand dollars (\$100,000); and A contract that is executed for more than one hundred thousand dollars (\$100,000) regardless of term.

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 brought 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	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 contracts 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

City of Lago Vista Purchasing & Procurement Policy Page 14 of 30

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.

Sole source purchases over one hundred thousand dollars (\$100,000) must be approved by 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

I. 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://fm.x.cpa.texas.gov/fmx/travel/texttravel/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.

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.

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.

PURCHASING POLICIES AND PROCEDURES



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

I. Table of Contents

II. Introduction.....	5
a. Purpose	5
b. Purchasing Objective	5
c. Governing Authority.....	6
III. Duties and Responsibilities	6
a. City Council.....	6
b. City Manager	6
c. Legal	7
d. Finance Department.....	7
e. Department Head	7
f. Department Supervisor	8
IV. Ethics.....	8
a. Employee Code of Ethics	8
b. Vendor Code of Ethics	9
V. Gifts and Gratuities	10
VI. General Purchasing Procedures.....	10
a. Signatory Authorities and Approval Thresholds	10
b. Purchasing Limits at a Glance	11
c. Purchasing Process	11
d. Requisition Process	12
e. Payment of Vendors	12
f. Tax Exemptions	12
g. Capitalized Fixed Assets.....	12
h. Formal Solicitation Procedure/ Competitive Bidding/Competitive Proposals	12
i. Specifications and Announcement.....	12
ii. Bid Opening, Evaluation and Award.....	13
iii. Change Orders	13
VII. Contract Management	14
VIII. Legal Requirements	14
IX. Items That Do Not Require Competitive Bidding or Competitive Proposals.....	15
a. Emergency Purchases	15
b. Personal, Professional or Planning Services.....	15
c. Work performed and paid for by the day as work progresses	16

d.	Lease or Purchase of land or a right-of-way	16
e.	Sole source purchases	16
f.	Purchase of rare books, papers and other library materials for a public library	17
g.	Paving, Drainage, Street widening, and other public improvements, or related matters	17
h.	Certain public improvements	17
i.	Developer participation projects	17
j.	Personal property sold	17
k.	services performed by blind or severely disabled persons	17
l.	Goods purchased by a municipality for subsequent retail sale by the municipality	18
m.	Gas, Electricity, water and other utility services	18
n.	Advertising, other than legal notices	18
o.	Cooperative Purchasing	18
X.	Grants Compliance	18
XI.	Enforcement	19
a.	Internal Enforcement	19
b.	Criminal Penalties for Violation of Competitive Bidding Laws	19
c.	Removal; Ineligibility	19
d.	Injunction	20
XII.	Credit/Procurement Cards	20
a.	Purpose	20
b.	Eligibility	20
c.	Usage	20
d.	Penalties for Improper Use	21
e.	Duties and Responsibilities	21
i.	Program Administrator	21
ii.	Departmental Responsibility	21
iii.	Cardholder	22
f.	Credit Card Provider	22
g.	Transaction/Card Limits	22
h.	Sales Tax	22
i.	Late Fees or Finance Charges	23
j.	Returns	23
k.	Restrictions and Exemptions	23
l.	Documentation	24

m.	Obtaining a Credit Card.....	24
n.	Revocation of the Credit Card	24
XIII.	Travel Expense/Reimbursement	24
a.	Purpose	24
b.	Transportation.....	25
c.	Travel Approval and Cash Advances	25
d.	Lodging.....	25
e.	Meals	25
f.	Incidental Expenses	25
g.	Internet Expense	26
h.	Non-Allowable Expenses	26
i.	Request for Reimbursement ad Return of Unexpended Funds.....	26
j.	Travel to Training.....	26
k.	Expenses Not Covered in Policy	26
l.	Exceptions	26
m.	Compliance.....	27
XIV.	Glossary	27

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 purchase of items or services more than one hundred thousand dollars (\$100,000) shall require prior approval of the City Council. The City Council shall endeavor to hold an emergency meeting to authorize emergency purchases where feasible, otherwise, emergency 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, safety or damage to persons or property or in those situations in which inaction shall present a substantial financial loss to the City and all other exemptions stated in Texas Local Government Code Government Code [Chapter 252](#). All contracts and /or expenditures more than one hundred thousand dollars (\$100,000) must be approved in advance by City Council regardless of the procurement method. This applies to: Purchase(s) made in the same fiscal year from the same vendor for the same goods or services that total over one hundred thousand dollars (\$100,000); and A contract that is executed for more than one hundred thousand dollars (\$100,000) regardless of term.

b. City Manager

The purchase of items five thousand dollars (\$5,000) up to one hundred thousand dollars (\$100,000) shall require approval from the City Manager. The ultimate responsibility for all purchases for the City of Lago Vista is held by the City Manager. The City Manager shall propose rules and regulations for approval by the City Council for the purchase and procurement of all goods and services, which shall be followed by all City employees.

The City Manager possesses the sole authority for any deviation from purchasing regulations. If improper purchasing practices occur, the City Manager may take disciplinary action upon the individual and/or department. Disciplinary action shall be in the form of 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 = City Manager
- iv. \$100,001 and Above = City Council

All contracts and /or expenditures more than one hundred thousand dollars (\$100,000) must be approved in advance by City Council regardless of the procurement method. This applies to: Purchase(s) made in the same fiscal year from the same vendor for the same goods or services that total over one hundred thousand dollars (\$100,000); and A contract that is executed for more than one hundred thousand dollars (\$100,000) regardless of term.

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 brought 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	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 contracts 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

City of Lago Vista Purchasing & Procurement Policy Page 14 of 30

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.

Sole source purchases over one hundred thousand dollars (\$100,000) must be approved by 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

I. 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://fm.x.cpa.texas.gov/fmx/travel/texttravel/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.

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.

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.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 2, 2025

SUBMITTED BY: Charles West, City Manager

SUBJECT: Recommendation by City Manager Charles West to approve the hiring of Jordan Strohmeyer as Director of Development Services.

RECOMMENDATION: Approve to hire Jordan - Director of Development Services



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 2, 2025
SUBMITTED BY:	Councilor Roberts, City Council
SUBJECT:	Referral of Amendment to Chapter 14, Section 13.20(e)(3)(B) (ii-iii) (Zoning protest procedures) to Planning & Zoning Commission.
BACKGROUND:	Attorney General Opinion No. KP-0498 (August 29, 2025) clarified that under Texas Local Government Code §211.006(d), property owners within 200 feet of a proposed zoning change are entitled to file a valid protest regardless of whether their property lies within municipal limits or appears on the municipal tax roll. The City’s current ordinance, Chapter 14, Section 13.20(e)(3) (B)(ii–iii), limits protest rights and land area calculations to properties “within the municipal limits of the City of Lago Vista.” This restriction conflicts with state law and the Attorney General’s interpretation. A redline amendment has been prepared to remove the municipal-limits language in subsections (ii–iii). This will ensure compliance with Chapter 211 and preserve the legal defensibility of City zoning actions.
RECOMMENDATION:	Refer to Planning & Zoning Commission to recommend an ordinance for City Council to review.
ATTACHMENTS:	CH 14 Ordinance Update.docx

Chapter 14, Section 13.20(e)(3)(B)(ii–iii)

(e) Review of Zoning Change Request by City Council. The Council shall:

- (1) Review the Commission recommendation.
- (2) Before acting upon the zoning change, hold at least one (1) public hearing on the proposed zoning change. Notice of a hearing before the Council shall be given by publication as prescribed in Section 13.40(a)(2) below. Separate written notice to property owners is not necessary. Notice of the hearing before the Council may be combined with the notice given for the hearing on the same matter before the Commission.
- (3) Take appropriate action as follows:
 - (A) The Council may enact a proposed change of zoning by ordinance, if it finds that such change is in the public interest. A change of zoning may be enacted, even though such proposed change does not conform to the land use map in the City's Master Plan provided that the Council's findings conform to the requirements of Section 13.20(d).
 - (B) A change of zoning shall not become effective except by the affirmative vote of at least three-fourths of all members of the governing body if a written protest, signed by owners of at least twenty percent (20%) of either:
 - (i) The area of lots or land covered by the proposed change;
 - (ii) The area of lots or land immediately abutting the area covered by the proposed change and extending two hundred feet (200') from that area., ~~that is within the municipal limits of the City of Lago Vista.~~
 - (iii) In computing the percentage of land area described in this subsection, the area of streets, alleys, and publicly owned property. ~~within the municipal limits of the City of Lago Vista shall be included.~~



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 2, 2025
SUBMITTED BY:	Stephanie Alff, Municipal Court
SUBJECT:	Consideration to approve Resolution No. 25-2157, a resolution to appoint Associate Judge Gunnar Seaquist.
BACKGROUND:	Background: The Associate Judge is not an employee of the City. The Associate Judge serves on a contract basis to preside over the Municipal Court, to issue warrants, court orders, and to perform other duties necessary for the operation of the Lago Vista Municipal Court. The appointment of the Associate Municipal Court Judge is subject to his/her execution of a contract with the City and will be for a two-year term, which commences on _____, pursuant to Section 4.03 of the City Charter and Chapter 7, Section 7.103 Municipal Judge Appointment of the Code of Ordinances.
FINDINGS:	Findings: Pursuant to Section 7.103, City of Lago Vista Ordinances, the City Manager hereby nominates Gunnar Seaquist as the Associate Municipal Court Judge for the City of Lago Vista, Texas, who, in addition to the judicial duties and responsibilities, shall be responsible for the administrative duties of the Court.
FINANCIAL IMPACT:	The Associate Judge will be compensated at an hourly rate of \$100.00 at quarter (.25) hour increments, with a minimum start fee of thirty (30) minutes. This expense is budgeted in the FY2025-2026 budget in the Municipal Court Professional Services line item (10-515-6100).
RECOMMENDATION:	Approve Resolution No. 25-2157, a resolution by the City Council of the City of Lago Vista, Texas, approving the appointment of an Associate Municipal Court Judge and authorizing the Professional Services Agreement between the City and Associate Municipal Court Judge Gunnar Seaquist.
ATTACHMENTS:	Gunnar Seaquist Resume-Associate Judge.doc Res. No. 25-2157 - Assoc. Judge.docx

Attorney Overview

Gunnar Seaquist focuses his practice in the areas of litigation, employment, and public law. Before joining the Firm, he practiced in both the General Litigation and Tax divisions of the Texas Office of the Attorney General. He has extensive experience in litigation, having tried cases to both judges and juries. His experience extends to employment litigation involving Title VII, the Americans with Disabilities Act, the Age Discrimination and Employment Act, the Fair Labor Standards Act, the Family Medical Leave Act, and the Whistleblower Act, as well as the Texas Commission on Human Rights. In addition, he defends governmental entities in personal injury and property damage claims, civil rights actions, constitutional claims, and in challenges to constitutionality and validity of legislative enactments.

Career Highlights

- ◆ The Best Lawyers in America©, Litigation - Labor and Employment, 2024-2025
- ◆ Former Assistant Attorney General, General Litigation Division, Office of the Attorney General of Texas (2011-2014)
- ◆ Former Assistant Attorney General, Taxation Division, Office of the Attorney General of Texas (2008-2010)

Selected Appellate Opinions

- ◆ *Dobbin Plantersville Water Supply Corp. v. Lake*, 108 F.4th 320 (5th Cir. 2024).
- ◆ *Pape Partners, Ltd. v. DRR Family Properties LP*, 645 S.W.3d 267 (Tex. 2022).
- ◆ *Besser v. Texas General Land Office*, 834 Fed. Appx. 876 (5th Cir. 2020).
- ◆ *Wetherbe v. Smith*, 593 Fed. Appx. 323 (5th Cir. 2014) (briefs)
- ◆ *Assignees of Best Buy v. Combs*, 395 S.W. 3d 847 (Tex. App.–Austin 2013, pet. denied).
- ◆ *Critical Heath Connection, Inc. v. Texas Workforce Commission*, 338 S.W.3d 758 (Tex. App.–Austin 2011, no pet.).
- ◆ *Energy Educ. of Montana v. Tex. Comptroller of Pub. Accounts*, no. 03-10-644-CV, 2013 Tex. App. Lexis 5047 (Tex. App.–Austin, Apr. 25, 2013, pet. denied.)

Organizations & Involvement

- ◆ Austin Bar Association
- ◆ State Bar of Texas, Litigation Section; Governmental Section
- ◆ West Austin Neighborhood Association, Board Member

Practice Areas

- ◆ Civil Litigation
- ◆ Cities
- ◆ Voting Rights and Redistricting
- ◆ Employment
- ◆ Elections
- ◆ State and Local Tax Law
- ◆ Annexation & Land Use
- ◆ Insurance Defense
- ◆ General Administrative
- ◆ Corporate
- ◆ Higher Education
- ◆ Schools
- ◆ Special Districts

Education

- ◆ Baylor University School of Law (J.D., 2006)
- ◆ University of Miami, (B.B.A. with Honors, 2002)

Admissions

- ◆ Supreme Court of Texas
- ◆ U.S. Fifth Circuit Court of Appeals
- ◆ U.S. District Court for the Northern, Southern, Eastern and Western Districts of Texas

CITY OF LAGO VISTA

RESOLUTION NO. 25-2157

A RESOLUTION BY THE CITY OF LAGO VISTA APPROVING THE APPOINTMENT OF ASSOCIATE MUNICIPAL COURT JUDGE AND AUTHORIZING THE PROFESSIONAL SERVICES AGREEMENTS BETWEEN THE CITY AND ASSOCIATE MUNICIPAL COURT JUDGE GUNNAR SEAQUIST

RECITALS

WHEREAS, in accordance with Section 4.03 of the City Charter and Ordinance No. 20-12-17-02, on _____, the City Council of the City of Lago Vista ("City") appointed Gunnar Seaquist to serve as Associate Municipal Court Judge for the two-year terms effective _____; and

WHEREAS, an agreement for the court services to be performed and compensation for those services is proper for the operation of the municipal court and for the good government of the City pursuant to Texas Local Government Code Section 51.001.

NOW, THEREFORE, BE IT RESOLVED by the City Council the City of Lago Vista, Texas, that:

1. The foregoing Recitals are hereby adopted as facts and are incorporated fully herein.
2. The City Council of the City of Lago Vista hereby approves, authorizes and directs the City Manager to execute on behalf of the City, the Professional Services Agreement between the City of Lago Vista and Gunnar Seaquist to serve as Associate Municipal Court Judge, attached hereto and incorporated fully herein as *Attachment A*.
3. This Resolution shall be effective immediately upon passage.

CITY OF LAGO VISTA, TEXAS

Kevin Sullivan, Mayor

ATTEST:

Robin Smith, City Secretary

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

PROFESSIONAL SERVICES AGREEMENT
between the
City of Lago Vista and Gunnar Seaquist, Associate Municipal Court Judge

THIS AGREEMENT is made and entered into between the City of Lago Vista, Texas, a home rule municipality ("City") and Gunnar Seaquist ("Judge"). This Agreement is effective on the date of the last to execute below, (the "Effective Date").

RECITALS

WHEREAS, on _____, the City Council of the City of Lago Vista appointed Gunnar Seaquist as Associate Municipal Court Judge of the City of Lago Vista for a Term to begin on _____; and

WHEREAS, the Parties agree that the Judge shall perform the full duties and responsibilities as Associate Municipal Court Judge for the City upon the terms and conditions set forth below and in accordance with state law.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 1. RECITALS

The foregoing recitals are adopted as facts and are incorporated fully herein for all purposes.

SECTION 2. TERM

- A. Initial Term. The initial term under this Agreement shall commence and be effective on the "Effective Date", and shall continue through _____, unless terminated as provided herein.
- B. Renewal. At the expiration of the initial term, and on the anniversary thereafter of the renewal term, as described herein, unless otherwise notified of non-renewal of appointment by the City, this Agreement shall automatically renew for a successive two-year term of office. This "renewal term" shall begin on the date the previous term of office expired, in accordance with Ordinance No. 20-12-17-02 as codified in Article 7.100 of the Lago Vista Code of Ordinances.

SECTION 3. TERMINATION

This Agreement may be terminated:

- (a) at the end of the term should the judicial appointment not be renewed by City Council; or
- (b) on removal of the Judge as provided by Section 1-a, Article V of the Texas Constitution; or
- (c) on removal of the Judge for the reasons and by the procedure provided in Subchapter B, Chapter 21, Texas Local Government Code; or

(d) at the option of either Party upon 30 days advance written notice to the other Party.

Termination of this Professional Services Agreement impacts only the compensation and duties specified under the contract and not the appointment or ability to continue to serve as the judge as is governed by state law, City Charter and City Ordinance.

SECTION 4. DUTIES

- A. The Judge shall perform all duties and responsibilities of the Office of the Associate Municipal Court Judge including, but not limited to, those contained under state and federal law, the Texas Local Government Code, state and federal regulations, municipal ordinances and the Texas Code of Judicial Conduct.
- B. The Judge shall be on call to perform such obligations 24 hours per day, seven (7) days per week, subject to his reasonable availability.
- C. The Judge shall conduct court sessions as needed at the location, time and days set by the Presiding Judge.
- D. The Judge shall perform on-call magistrate duties as required.

SECTION 5. LIMITATION ON LAW PRACTICE AND CONFLICTS

- A. The Judge shall refrain from any activity or employment that might place them in a position of conflict of interest with their duties for the City.

SECTION 6. COMPENSATION

- A. The City, for and in consideration of the services provided by the Judge, does hereby agree to pay to the Judge an hourly rate of \$100.00 at quarter (.25) hour increments, with a minimum start fee of thirty (30) minutes.
- B. Express Exception: No compensation will be paid for the administration of statutorily required oaths to new council members of the City of Lago Vista City Council.
- C. The Judge shall invoice the City monthly and report the hours billed and the work conducted in those hours. City shall make payment to the Judge within thirty days upon receipt of the invoice.
- D. The Judge shall pay all applicable local, state, federal taxes, including income tax, withholding tax, and social security tax.
- E. The Judge is not a City employee for purposes of City employee benefits.
- F. The City will be responsible for fees incurred by the Judge for continuing education up to a maximum of \$500 per year.

SECTION 7. MISCELLANEOUS

- A. This Agreement may be modified or amended, in writing, signed by both Parties.
- B. This Agreement shall be governed by the laws of the State of Texas. Venue is proper in Travis County, Texas.
- C. This Agreement sets forth the entire agreement of the parties and supersedes and renders null and void any and all prior or contemporaneous oral or written understandings, statements, representations or promises. There are no other oral or written agreements between the parties.
- D. Severability. If for any reason any clause, sentence, paragraph, section or part of this Agreement is held invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not affect any valid provisions of this Agreement.
- E. Headings. The section headings in this agreement are used for convenience and reference purposes only.
- F. Non-Waiver. The failure on the part of either the City or the Judge at any time to require the performance by either the City or the Judge of any portion of this agreement shall not be deemed a waiver of or in any way affect either the City's or the Judge's rights to enforce such provision or any other provision in the future. Any waiver by either the City or the Judge of any provision herein shall not be taken or held to be a waiver of any other provision or any other breach. Any waiver of any provision herein shall be in writing and signed by both parties.
- G. Cooperative Drafting. This Agreement is the product of a cooperative drafting effort by the Parties and shall not be construed or interpreted against either Party solely on the basis that one Party or its attorney drafted this Agreement or any portion of it.

SECTION 8. NOTICE

Any notice and/or statement required or permitted by this Agreement, shall be deemed to be given and delivered when deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or such other address as amended by providing notice to the other party at the addresses below:

For CITY:

City of Lago Vista
City Manager
5803 Thunderbird Drive
Lago Vista, Texas 78645

For JUDGE:

Gunnar Seaquist
Associate Municipal Court Judge
Judge's confidential home address
provided under separate cover

SECTION 9. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be an original instrument, and all of which, when taken together, shall constitute one and the same instrument. Evidence of execution will be acceptable by original signature, email, PDF or facsimile transmission and shall be given the same force and effect as original signatures.

IN WITNESS WHEREOF, this Agreement is **AGREED TO AND ACCEPTED** and executed by the Parties on the dates indicated below.

CITY OF LAGO VISTA, TEXAS

Kevin Sullivan, Mayor

Date

Attest: _____
Robin Smith, City Secretary

ASSOCIATE MUNICIPAL COURT JUDGE

Gunnar Seaquist

Date

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the instrument for the purposes in consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2025

Notary Public in and for the
State of TEXAS



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 2, 2025

SUBMITTED BY: Robin Smith, City Secretary

SUBJECT: Consideration to approve the September 4, 2025, Regular City Council Meeting Minutes.

RECOMMENDATION: Approve the September 4, 2025 Regular City Council Meeting Minutes.

ATTACHMENTS:
[09-04-2025 City Council Minutes FINAL.pdf](#)

These minutes have been prepared to satisfy the requirements of Section 551.021 of the Texas Government Code. Video recordings of most City meetings can be viewed at <https://www.lagovistatexas.gov/249/1980/Watch-Meetings>

**REGULAR MEETING MINUTES
LAGO VISTA CITY COUNCIL
SEPTEMBER 4, 2025
CITY COUNCIL CHAMBERS**

1. CALL TO ORDER, CALL OF ROLL

Mayor Sullivan called the meeting to order at 1:00 PM.

Council Present:

Kevin Sullivan, Mayor

Norma Owen, Council Member

Rob Durbin, Mayor Pro-Tem

Paul Roberts, Council Member

Shane Saum, Council Member

Paul Prince, Council Member

Adam Benefield, Council Member

2. EXECUTIVE SESSION

Mayor Sullivan convened the Council into Executive Session at 1:01 PM.

- a. Consultation with Legal Counsel concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed) pursuant to Texas Government Code Section 551.071.
- b. City Council will convene into executive session pursuant to Texas Government Code § 551.071(1) to consult with the City Attorney regarding legal issues related to a former Police employee, a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Open Meetings Act and pending or contemplated litigation related thereto.
- c. City Council will convene into executive session pursuant to Texas Government Code § 551.071(1) to consult with the City Attorney regarding legal issues related to
a former IT employee, a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Open Meetings Act and pending or contemplated litigation related thereto.
- d. City Council will convene into executive session pursuant to Texas Government Code § 551.071(1) to consult with the City Attorney regarding legal issues related to gifting of funds to non-profits.

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

Mayor Sullivan reconvened the Council into Regular Session at 3:04 PM.

01:27-01:39

- a. Consultation with Legal Counsel concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed) pursuant to Texas Government Code Section 551.071.

No Action

01:42-01:55

- b. City Council will convene into executive session pursuant to Texas Government Code § 551.071(1) to consult with the City Attorney regarding legal issues related to a former Police employee, a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Open Meetings Act and pending or contemplated litigation related thereto.

No Action

01:56-02:09

- c. City Council will convene into executive session pursuant to Texas Government Code § 551.071(1) to consult with the City Attorney regarding legal issues related to a former IT employee, a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Open Meetings Act and pending or contemplated litigation related thereto.

No Action

02:09-02:25

- d. City Council will convene into executive session pursuant to Texas Government Code § 551.071(1) to consult with the City Attorney regarding legal issues related to gifting of funds to non-profits.

No Action

02:28-05:38

City Attorney, Brad Bullock, provided a summary of other items discussed in executive session, including:

- Item 2b regarding a matter of former employee.
- Item 2c regarding a matter of former employee.
- Item 2d regarding gifting of funds to nonprofits.
- Item 9a regarding legal questions on proposed budget.
- Item 9b regarding legal questions on proposed tax rate.
- Item 9d regarding legal questions on easement releases.
- Item 9e regarding public notice and signage requirements prior to preliminary plat hearings.

4. INVOCATION

5. PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

09:53-10:56

6. 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.

Kristi Tandi, of the Lago Vista Women's Club introduced herself as the liaison to the group.

10:57-13:45

7. ITEMS OF COMMUNITY INTEREST

Pursuant to Texas Government Code Section 551.0415, the City Council may report on any of the following items:

- a. Expression of thanks, gratitude, and condolences.
- b. Information regarding holiday schedules.
- c. Recognition of individuals, i.e. Proclamations.
- d. Reminders regarding City Council events.
- e. Reminders regarding community events.
- f. Health and safety announcements.

13:48-15:25

8. 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.

- a. Action regarding the July 24, 2025, Regular City Council Meeting Minutes.
- b. Action on Ordinance No. 25-09-04-01 regarding an amendment to the City of Lago Vista Code of Ordinances, Chapter 14 (Zoning), to clarify eligibility to place Items on an agenda and application completeness requirements, and to establish a 15-day notice period for required publication, posting, and website notices related to rezoning requests, site plans, permits, calendar, and design reviews.

MOTION: Councilmember Roberts made a motion to approve items 8a & 8b on consent agenda seconded by Councilmember Durbin. The motion was passed unanimously.

9. ACTION ITEMS

Mayor Sullivan introduced Items 9a, 9b, and 9c for concurrent discussion, noting their related subject matter.

30:15-04:35:14

- a. Discussion regarding fiscal year (FY) 2025-2026 proposed annual budget.

Citizen Comments –

- Gene Harris spoke opposing any money given to non-profits.
- David vonOhlerking spoke on the topic of money given to non-profits.
- Amanda Chavarria spoke on the topic of money given to non-profits.

No Action

- b. Discussion, consideration, and possible action regarding a roll call vote on adoption of a proposal to set a 2026 tax rate (\$0.42000) for the City of Lago Vista.

MOTION: Councilmember Saum made a motion to set the 2026 tax rate at \$0.42000 for the City of Lago Vista, seconded by Councilmember Durbin. The motion failed on a 4–3 vote, with Councilmembers Benefield, Owen, Prince, and Mayor Sullivan dissenting.

MOTION: Mayor Sullivan made a motion to set the 2026 tax rate at \$0.430564 (the no new revenue rate) for the City of Lago Vista, seconded by Councilmember Owen. The motion passed on a 4–3 vote, with Councilmembers Saum, Roberts, and Durbin dissenting.

- c. Discussion, consideration, and possible action to set dates for a public hearing and vote on the Fiscal Year 25/26 adoption of the Budget calendar year 2025 tax rate.

MOTION: Mayor Sullivan made a motion to have a budget workshop on September 11, 2025 at 1:00 PM, that the budget workshop meeting on September 15, 2025 be cancelled, and schedule a meeting to vote on the Fiscal Year 25/26 tax rate and budget for September 25, 2025 at 1:00 PM seconded by Councilmember Prince. The motion was passed unanimously.

15:29-17:30

- d. Discussion, consideration, and possible action regarding Resolution No. 25-2149 authorizing the City Manager to release easements without City Council approval.

Attorney Brad Bullock recommended that the council table item 9d to review the charter related to the release of easements.

17:36-20:55

- e. Discussion, consideration, and possible action regarding Ordinance No.25-09-04-02 regarding clarification and amendment of Chapter 10 ordinance language related to public notice and signage requirements prior to preliminary plat hearings.

MOTION: Councilmember Roberts made a motion to table item 9e and direct staff to distinguish the separate items in this matter and bring them back on the next council meeting seconded by Councilmember Durbin.

AMENDED MOTION: Councilmember Roberts amended motion to direct staff to bring back their recommended ordinance amendment language with finalized ordinance amendment for the two separate items. Amendment accepted by Councilmember Durbin. The motion was passed unanimously.

10. WORK SESSION

20:57-29:58

- a. Discussing the need for the City of Lago Vista to comment on the Draft SFY 2026 Drinking Water State Revolving Fund Intended Use Plan.

Councilmember Saum advised council to make direction for staff to submit the letters to the water development board to help receive funding for our water infrastructure projects.

04:35:15-04:45:08

11. STAFF AND COUNCIL LIAISON REPORTS

a. Routine Staff Reports.

b. Routine Reports from City Council Board/Commission/Committee Liaisons,

- Charter Review Committee, Councilor Prince & Councilor Saum
- Building and Standards Commission, Councilor Benefield
- Keep Lago Vista Beautiful, Councilor Benefield
- Lago Vista Starry Skies, Councilor Benefield
- Airport Advisory Board, Councilor Saum
- Planning & Zoning Commission, Mayor Pro Tem Durbin
- Economic Development Advisory Committee, Councilor Owen
- Lago Vista Independent School District, Councilor Owen
- Lago Vista Property Owner's Association, Councilor Owen
- Turnback Canyon Trail Conservancy, Councilor Owen
- Golf Course Advisory Committee, Councilor Prince
- Library Advisory Board, Councilor Prince
- Parks & Recreation Advisory Committee, Councilor Prince
- Board of Adjustment, Councilor Roberts
- Governmental Affairs, Councilor Saum
- Water Issues; Lower Colorado River Authority Board, Texas Water Development Board, and other entities as appropriate, Councilor Saum
- Youth Advisory Committee, Mayor Sullivan
- Capital Area Council of Governments, Mayor Sullivan
- Texas Department of Transportation, Mayor Sullivan
- Cap Metro, Mayor Sullivan

04:45:10

12. ADJOURNMENT

Mayor Sullivan adjourned the meeting at 7:48 PM.

Kevin Sullivan, Mayor

ATTEST:

Robin Smith, City Secretary

On a motion by Councilor _____ and seconded by Councilor _____, the above and foregoing instrument was approved (____-____-____)



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 2, 2025

SUBMITTED BY: Charles West, City Manager

SUBJECT: Consideration to approve Resolutions for the release and vacating of utility easements.

RECOMMENDATION: Approve Resolutions vacating utility easements.

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 2, 2025

SUBMITTED BY: Councilor Roberts, City Council

SUBJECT: Referral to the Planning & Zoning Commission for Consideration of Amendments to Chapter 14, Sections 11.20 and 11.30 (Variance and Special Exception Procedures)

BACKGROUND: **Proposed Ordinance Amendment**
SECTION 1. Amendment to Chapter 14, Section 11.60
(Special Exceptions Approvals)

(a) Purpose. Except as specifically described elsewhere herein, these land use regulations are based upon the division of the City of Lago Vista into zoning districts, within which the treatment of land and improvements is substantially uniform. It is recognized, however, that there are certain improvements that, because of their unique characteristics or circumstances, must be considered individually. As such, the Board of Adjustment may approve a special exception in accordance with the various specific procedures described in this section. Such approval, with or without conditions, shall be based on the standards described below.

Amendment: For any special exception that results in a deviation from a zoning development standard (including but not limited to height, setbacks, lot coverage, building size, population density, or yards), the applicant must also meet the variance criteria of Section 11.20 (Conditions Required for Variance). The Board shall make written findings in support of its decision, applying the standards of Section 11.20 in addition to the standards of this section.

SECTION 2. Harmonization of Terminology

Wherever the term "special exception" is used in connection with deviations from zoning development standards, it shall be construed to require the same hardship findings as a "variance." Nothing in this ordinance prevents the use of special exceptions for non-development standard matters (such as architectural design, material colors, accessory

structures, or other operational requirements) where state law does not mandate hardship finding.

SECTION 3. Written Findings Required

The Board of Adjustment shall incorporate into its minutes specific written findings supporting the approval or denial of any variance or special exception that alters zoning development standards, demonstrating compliance with Section 11.20 and Texas Local Government Code Chapter 211.009.

SECTION 4. Savings Clause

All ordinances or parts of ordinances in conflict herewith are repealed to the extent of the conflict only. This amendment shall not affect any pending applications filed prior to the effective date of this ordinance.

SECTION 5. Effective Date

This ordinance shall take effect immediately upon passage and adoption.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 2, 2025
SUBMITTED BY:	Councilor Saum, City Council
SUBJECT:	Discussion, Consideration and Possible action for the approval of Resolution No. 25-2156 to allow the City Manager to execute on behalf of the City of Lago Vista an agreement with the Texas Department of Transportation to request financial assistance for the replacement and installation of the AWOS III PT.
BACKGROUND:	The City is entering into an agreement with TxDOT Aviation to replace and install of an Automated Weather Observation System III with Present Weather Sensor, Thunder Strike Alert (AWOS III PT) to replace in the existing location. The system shall be installed in accordance with this specification and as approved in Federal Aviation Administration Advisory Circular 150/5220-16, latest version, and FAA Order 6560-20B, or latest version).
FINDINGS:	The estimated total cost of the project is \$150,000, which the City will seek a 90% return on. The City will need to provide \$15,000 in 2026.
FINANCIAL IMPACT:	\$15,000
ATTACHMENTS:	Resolution No. 25-2156.doc

RESOLUTION NO. 25-2156

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION.

WHEREAS, the City of Lago Vista intends to make certain improvements to the Rusty Allen Airport; and

WHEREAS, the general description of the project is described as: the replacement and installation of an Automated Weather Observation System III with Present Weather Sensor, Thunder Strike Alert (AWOS III PT); and

WHEREAS, the City of Lago Vista intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, the total design and construction project costs available is \$150,000; and the City of Lago Vista will be responsible for the total project cost and will seek 90% reimbursement from TxDOT.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS:

THAT, the City of Lago Vista hereby directs the City Manager to execute on behalf of the City of Lago Vista, at the appropriate time, and with the appropriate authorizations of this governing body, all agreements with the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to Rusty Allen Aiport.

AND, IT IS SO ORDERED. PASSED AND APPROVED this 2nd day of October 2025.

CITY OF LAGO VISTA

Kevin Sullivan, Mayor

ATTEST:

Robin Smith, City Secretary

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



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 2, 2025

SUBMITTED BY: Charles West, City Manager

SUBJECT: Discussion, Consideration and Possible action to adopt Resolution No. 25-2153 nominating Paul Roberts for the Board of Directors for the Travis Central Appraisal District.

ATTACHMENTS:

[Res. No. 25-2153 Travis Central Appraisal Board of Directors.docx](#)

CITY OF LAGO VISTA, TEXAS

RESOLUTION NO. 25-2153

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, NOMINATING AN INDIVIDUAL TO SERVE AS A MEMBER OF THE BOARD OF DIRECTORS OF THE TRAVIS CENTRAL APPRAISAL DISTRICT.

WHEREAS, Members of the Board of Directors of the Travis Central Appraisal District serve two-year, staggered terms; and

WHEREAS, the City of Lago Vista, Texas is eligible to make a nomination to the Travis Central Appraisal District; and

WHEREAS, an individual must be a resident of Travis County and must have resided in the District for at least two years immediately preceding the date he or she takes office to be eligible to serve on the Board of Directors; and

WHEREAS, the City Council desires to nominate a person to serve as the City's representative on the Travis Central Appraisal District Board of Directors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS:

THAT, the City Council of the City of Lago Vista, Texas hereby nominates Paul Roberts to serve as a member of the Board of Directors of the Travis Central Appraisal District.

AND IT IS SO RESOLVED. PASSED AND APPROVED this 2nd day of October 2025.

CITY OF LAGO VISTA

ATTEST:

Kevin Sullivan, Mayor

Robin Smith, City Secretary

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

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 2, 2025
SUBMITTED BY:	Councilor Benefield, City Council
SUBJECT:	Discussion on short term rental (STR) ordinance.
BACKGROUND:	Short-term rentals have increased significantly in Lago Vista. While they provide economic benefits, they also create challenges such as parking issues, noise complaints, and inconsistent collection of Hotel Occupancy Taxes (HOT). Currently, Lago Vista lacks a licensing process for STRs. Without one, the City has limited ability to ensure safety standards, require emergency contacts, or verify HOT compliance. Neighboring communities have adopted STR ordinances to better manage these concerns, and it is timely for Lago Vista to do the same.
FINDINGS:	Key Provisions of the Draft Ordinance • Licensing: Annual license required for all STRs, valid Jan. 1 – Dec. 31. • Application: Includes property, operator, and emergency contact information, plus acknowledgment of rules and HOT responsibilities. • Fees: \$525 initial, \$250 annual renewal, \$100 or 25% late fee. • Inspections: Initial inspection required; renewals may self-certify via checklist. • Responsibilities: Display license, ensure 24/7 contact availability, enforce off-street parking, comply with noise ordinance. • Revocation: Three violations in 12 months or major violations may result in revocation by City Manager; appeals heard by the Board of Adjustment. • Penalties: Fines up to \$500/day (or \$2,000/day for health/safety issues). Operators remain liable for all unpaid HOT even if not collected from guests.

RECOMMENDATION:

The purpose of this work session is to review and discuss a proposed Short-Term Rental (STR) ordinance for the City of Lago Vista. This draft establishes a licensing framework, sets expectations for operators, and provides enforcement mechanisms to address nuisances and ensure compliance with City codes and tax obligations. This work session is not for action, but for open discussion and direction from Council before bringing a final ordinance back for consideration at a future meeting.

I recommend that Council review the proposed ordinance, consider the policy questions listed above, and provide direction. This feedback will guide any revisions needed before the ordinance is brought forward for formal adoption at a future meeting. I recommend that Council review the proposed ordinance, consider the policy questions listed above, and provide direction. This feedback will guide any revisions needed before the ordinance is brought forward for formal adoption at a future meeting.

ATTACHMENTS:

[Short Term Rental Ordinance v8 HS clean 2.28.pdf](#)
[STR Proposal \(PDF\).pdf](#)

TITLE 4: BUSINESS AND LICENSE REGULATIONS

CHAPTER 6 SHORT-TERM RENTAL

Section 4-6-1: Definitions.

A. Short-term rental defined.

1. Short-Term Rental (principal use). A dwelling unit which is not the primary residence of a household, in which temporary lodging in all or part of the dwelling unit is offered for compensation.
2. Short-Term Rental (accessory use). A dwelling unit which is the primary residence of a household, in which temporary lodging in all or part of the dwelling unit is offered for compensation.

B. Other definitions.

1. Dwelling unit. Any building or portion thereof, which is designed or used as living quarters for one (1) or more households including facilities for food preparation and sleeping.
2. Household. A domestic unit that resides in and shares in common a single dwelling unit and consists of one (1) or more individuals related by blood, marriage, adoption or recognized legal union or guardianship, and not more than four (4) unrelated individuals, plus any minor children, or persons residing in a household care facility.
3. Emergency contact person. A point of contact must be indicated as an emergency contact person on the license application as authorized by the Owner to be contacted by the Town regarding emergencies or violations by the short-term rental property or the guests.
4. Operator. A person or entity that offers a dwelling unit or portion thereof for rent as a short-term rental. An Operator may be owner of, or person authorized by the owner of the dwelling unit as indicated on the license application.
5. Temporary lodging. Rental of a dwelling unit for a period of less than thirty (30) consecutive days, where rents are charged by the day or by the week.

Section 4-6-2: License required.

- ##### **A. No dwelling unit or portion thereof shall be rented, advertised or offered for rent as a short-term rental unless the Town has first issued a short-term rental license to the Operator.**

- B. A short-term rental license shall expire July 1 of each year. The license shall be renewed annually by submitting an updated application and annual license fee by the July 1 deadline. A late fee as outlined in Section 4-6-4(C) shall apply if said license is not renewed by the July 1 deadline.
- C. A short-term rental license is granted to a specific Owner for a specific dwelling unit or portion thereof and the license shall not be sold or otherwise transferred. A new short-term rental license is required when the dwelling unit is sold or conveyed or when the Owner ceases to have a legal right to occupy the dwelling unit. Any current licensee who sells or conveys a licensed property shall notify the Town of the new owner's name and contact information.
- D. A short-term rental license is not required for operation of a "bed and breakfast," which is a separate use category in the Town of Hochatown zoning code.

Section 4-6-3: Application required.

The license application for a short-term rental license, which shall be submitted annually, shall be on a form to be supplied by the Town of Hochatown, or designated agent, and shall contain, at a minimum, the following information:

- A. Information about the dwelling unit:
 - 1. Address.
 - 2. Legal description.
 - 3. Total number of bedrooms and the maximum number of guests allowed.
 - 4. Type of Short-Term Rental (principal use or accessory use).
- B. Information about the Operator of the short-term rental:
 - 1. Name, address, phone number and email address of the Operator of the short-term rental.
 - 2. Name, address, phone number and email address of the owner of the dwelling unit.
 - 3. Written consent to the license by the owner of the dwelling unit, if the Operator is not the owner.
- C. Information about the emergency contact person:
 - 1. Name, address, phone number and email address of the emergency contact person.
- D. Information regarding the website address for any and all platforms or advertisements in which the property will be offered for rent.

- E. The Operator and the owner of the dwelling unit shall acknowledge in writing that the short-term rental is subject to all short-term rental regulations and policies of the Town of Hochatown.

Section 4-6-4: Fees.

- A. At the time of an initial license application for a short-term rental license, an Operator shall also pay the Town an initial registration fee of five hundred and twenty-five dollars (\$525.00). The registration fee is intended to provide funding to defray costs associated with monitoring or compliance with Town ordinances governing short-term rental license, short-term rental use and nuisances.
- B. The license application for a short-term rental license shall be accompanied by an annual license fee of two hundred twenty-five dollars (\$225.00).
- C. A late fee in the amount of **XXX** dollars shall be incurred if a property is not registered or if an annual license fee is not submitted by the July 1 deadline.
- D. The license application with either the initial registration fee or annual license fee, as applicable, for a short-term rental license shall be filed with the Town of Hochatown, or designated agent.

Section 4-6-5: Inspection and Self-Certification.

The Operator may request to self-certify when submitting an application and must be current on lodging taxes to qualify. Self-certification will include completion of an approved checklist and verification of compliance with building codes, fire codes, and all other applicable laws.

Section 4-6-6: Operator's responsibilities.

- A. The Operator shall include the Town-issued short-term rental license number in a visible location on all material (including but not limited to print, digital, electronic) advertising a short-term rental (principal use or accessory use) or offering it for rent.
- B. The Operator shall display the short-term rental license within the premises near the main entry in a noticeable location so that the license may be readily seen at any time by a person entering the premises.
- C. The Operator shall cause the emergency contact person to be available to be contacted by the Town at all times, twenty-four (24) hours per day, seven days per week. Failure of the emergency contact person to be available at all times for contact by the Town constitutes an instance of non-compliance as described in Section 4-6-7. When the emergency contact person is notified by the Town by phone that an emergency exists or that occupants or guests at a short-term rental are

violating Town ordinances or policies, the emergency contact person shall communicate with the Operator within the hour, and the Operator shall immediately commence remedial action and cause the violation(s) to be remedied.

- D. The Operator of a short-term rental must update information in the Town's license records throughout the year regarding (1) the websites on which the short-term rental is offered for rent and (2) the name, address, phone number and email address of the emergency contact person.
- E. The maximum number of motor vehicles at the short-term rental shall be limited to the number of available off-street parking spaces. Parking on the street shall be prohibited.
- F. The Operator shall ensure that the short-term rental is in compliance with applicable building codes, fire codes, and all other applicable laws. .
- G. The Operator shall cause the short-term rental to comply with the laws of the State of Oklahoma, federal laws and regulations, and the ordinances and policies of the Town of Hochatown, including but not limited to Hochatown Ordinances Title 5 Chapter 3 "Nuisances", Title 20 Chapter 1 "Zoning Ordinance", and Title 3 Chapter 3 "Town of Hochatown Lodging Tax Ordinance".

Section 4-6-7: Revocation.

A short-term rental license shall be subject to revocation by the duly authorized officer upon the occurrence during twelve consecutive months of three (3) or more instances of non-compliance by the Operator of the short term rental with any ordinance or policy of the Town of Hochatown, including, but not limited to, Hochatown Ordinances Title 5 Chapter 3 "Nuisances", Title 20 Chapter 1 "Zoning Ordinance", and Title 3 Chapter 3 "Town of Hochatown Lodging Tax Ordinance." The duly authorized officer shall mean the Mayor or the Mayor's authorized representative. The duly authorized officer shall give notice of each instance of non-compliance by personal service on or by mail to the Owner at the address given on the application or license.

Notwithstanding the above, the short-term rental license may be subject to immediate revocation if the short-term rental is operated in violation of the laws of the State of Oklahoma or in violation of any federal law or regulation.

The duly authorized officer shall give, by personal service or by mail to the Owner at the address given on the application or license, notice of the revocation of the license. Such license shall stand revoked from the time of giving of the notice. The Owner may appeal to the Board of Trustees from such decision within ten days after the giving of the notice, by filing a written notice of appeal with the Town Clerk.

Upon the timely filing of a notice of appeal, a hearing shall be held by the Board of Trustees at its next regular meeting pursuant to any applicable publication and/or

agenda posting deadlines. Upon a preponderance of the evidence, the Board may affirm, modify or vacate the order of revocation.

Section 4-6-8: Penalty.

Any person, firm or corporation who violates any provision of this chapter or any law or code adopted by reference in this chapter is guilty of an offense, and upon conviction thereof, shall be punished as provided in section 1-4-1 of this Code.

CITY OF LAGO VISTA, TEXAS

ORDINANCE NO. [To Be Assigned]

AN ORDINANCE OF THE CITY OF LAGO VISTA, TEXAS, ADDING ARTICLE 4.1400 TO CHAPTER 4 OF THE CODE OF ORDINANCES TO PROVIDE FOR THE REGULATION OF SHORT-TERM RENTALS; PROVIDING DEFINITIONS; PROVIDING FOR LICENSE REQUIREMENTS, APPLICATION PROCEDURES, FEES, INSPECTIONS AND SELF-CERTIFICATION, OPERATOR RESPONSIBILITIES, REVOCATION PROCEDURES, PENALTIES, GRANDFATHERING PROVISIONS FOR EXISTING STRS, AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS:

ARTICLE 4.1400 – SHORT-TERM RENTALS

Sec. 4.1401 Definitions

- **Short-Term Rental (principal use).** A dwelling unit which is not the primary residence of a household, in which temporary lodging in all or part of the dwelling unit is offered for compensation.
- **Short-Term Rental (accessory use).** A dwelling unit which is the primary residence of a household, in which temporary lodging in all or part of the dwelling unit is offered for compensation.
- **Dwelling unit.** Any building or portion thereof designed or used as living quarters for one (1) or more households, including sleeping facilities, and which may include food preparation facilities.
- **Household.** A domestic unit that resides in and shares in common a single dwelling unit, consisting of related or unrelated individuals, plus any minor children, or persons residing in a household care facility.
- **Emergency contact person.** A person designated on the license application, authorized by the owner, who may be contacted by the City regarding emergencies or violations.

- **Operator.** A person or entity that offers a dwelling unit or portion thereof for rent as a short-term rental. An Operator may be the owner of, or a person authorized by the owner of, the dwelling unit.
- **Temporary lodging.** Rental of a dwelling unit for a period of less than thirty (30) consecutive days, where rent is charged by the day or by the week.

Sec. 4.1402 License Required

(a) No dwelling unit or portion thereof shall be rented, advertised, or offered for rent as a short-term rental unless the City has issued a short-term rental license to the Operator.

(b) A short-term rental license shall expire on December 31 of each year. Licenses shall be renewed annually by submitting an updated application and paying the required fee by January 1.

(c) A license is granted to a specific owner for a specific dwelling unit and may not be sold or transferred. A new license is required when:

1. The dwelling unit is sold or conveyed; or
2. There is a change of controlling ownership in a corporation, LLC, or other entity that owns the dwelling unit.

Sec. 4.1403 Application

The license application shall be submitted annually on a City-approved form and shall include, at a minimum:

1. Dwelling unit information: address, legal description, number of bedrooms, and maximum occupancy.
2. Operator information: name, address, phone number, and email.
3. Owner information, if different, and written consent of the owner if the Operator is not the owner.
4. Emergency contact person information.
5. Website addresses for all platforms where the STR is advertised.
6. Acknowledgment, signed by the Operator and Owner, confirming:
 - The property is subject to all City ordinances and regulations;

- The Operator is responsible for collecting and remitting Hotel Occupancy Taxes pursuant to Article 4.1300 of the Code of Ordinances;
- The Operator understands the duties, regulations, and responsibilities of operating an STR.

Sec. 4.1404 Fees

- (a) Initial registration fee: \$525.00.
- (b) Annual renewal fee: \$250.00.
- (c) Late fee: \$100.00 or 25% of the annual fee, whichever is greater, for renewals not received by January 1.

Sec. 4.1405 Inspection and Self-Certification

(a) An inspection by Code Enforcement or self certification shall be required for all new STR licenses prior to issuance.

(b) Renewal applications may be submitted with a self-certification checklist, provided the Operator is current on Hotel Occupancy Taxes and has no outstanding violations.

(c) The checklist shall confirm compliance with:

1. Smoke detectors in each bedroom;
2. Fire extinguisher(s);
3. Adequate exits and egress;
4. Maximum occupancy limits;
5. Parking plan;
6. Posting of City-issued license number;
7. Compliance with Chapter 6, Article 6.300 (Noise Regulations).

(d) **Existing STR Provision:** Any dwelling unit operating as a short-term rental on the effective date of this ordinance shall not be required to undergo an initial inspection or pay the initial registration fee. Such operators must submit a new STR application, sign all required certifications and acknowledgments, and pay the annual renewal fee to remain in compliance.

Sec. 4.1406 Operator Responsibilities

- (a) The Operator shall include the license number on all advertising and listings.
- (b) The license shall be displayed inside the dwelling in a visible location near the main entry.
- (c) The designated emergency contact person shall be available 24 hours per day, seven days per week, and shall respond within one (1) hour of notification by the City.
- (d) Maximum motor vehicles shall be limited to the number of available parking spaces. On-street parking is prohibited.
- (e) The Operator shall ensure compliance with:
 - All applicable building and fire codes;
 - All applicable City ordinances, including Chapter 6, Article 6.300 (Noise Regulations);
 - All applicable state and federal laws.
- (f) The Operator shall sign an acknowledgment confirming:
 - Understanding of STR regulations;
 - Responsibility for collection and remittance of Hotel Occupancy Taxes (Article 4.1300);
 - Responsibility for compliance with nuisance, parking, and noise ordinances.

Sec. 4.1407 Revocation

- (a) A license may be revoked by the City Manager upon three (3) or more violations within twelve (12) months.
- (b) A license may be immediately revoked for violations of state or federal law.
- (c) Written notice of revocation shall be mailed to the owner at the address on file.
- (d) An appeal may be filed within ten (10) days. Appeals shall be heard by the Board of Adjustment, consistent with Article 9.1900 of the Code of Ordinances.

Sec. 4.1408 Penalty

- (a) Any person operating a short-term rental without a valid license issued under this Article shall be in violation, and each day of operation shall constitute a separate offense.

(b) Fines shall be assessed under Sec. 1.109 (General Penalty) of the Code of Ordinances, with each offense punishable by a fine of up to \$500 per day, or up to \$2,000 per day if the violation involves public health or safety.

(c) Failure to collect or remit Hotel Occupancy Taxes required under Article 4.1300 shall constitute a violation of this Article. The Operator shall remain liable for all unpaid taxes, regardless of whether such taxes were actually collected from occupants, together with penalties, interest, and collection costs as provided by law.

(d) In addition to fines, the City Manager may suspend or revoke a license for failure to comply with this Article, failure to remit Hotel Occupancy Taxes, or repeated violations of City ordinances.

Sec. 4.1409 Effective Date

This ordinance shall take effect immediately upon adoption by the City Council.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 2, 2025

SUBMITTED BY: Charles West, City Manager

SUBJECT: Update from the Irrigation sub-committee.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 2, 2025
SUBMITTED BY:	Councilor Owen, City Council
SUBJECT:	Update from the Finance Committee.

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 2, 2025
SUBMITTED BY:	Councilor Benefield, City Council
SUBJECT:	Discussion on Tessera PID Disclosures and Potential Policy Direction.
BACKGROUND:	The Tessera on Lake Travis Public Improvement District (PID) was created by ordinance under Chapter 372 of the Texas Local Government Code. Under Texas Property Code 5.014 (as amended by HB 1543 in 2021), a seller must provide a PID disclosure notice: Before execution of a binding contract, and - Again at closing, with the disclosure filed in county property records. Lago Vista has also adopted a PID Policy requiring: - Signage at PID entry/exit points. - Flyers in sales centers, updated annually, disclosing assessment amounts, annual installments, and equivalent tax rates - PID disclosure documents signed at contract and closing, kept on file by builders, and available for inspection. - Builder contracts that require MLS disclosure of PID status. Despite these requirements, recent reviews show widespread noncompliance among Tessera builders.
FINDINGS:	1. Filed vs. Official Disclosures Builders including Toll Brothers, Westin, Saratoga, Trophy, and Coventry are filing disclosure forms without dollar amounts, despite P3Works (the City's PID Administrator) producing official versions with assessment totals. Highland Homes appears to be the only builder consistently filing disclosures with proper amounts. Several filed disclosures include vague statements such as: "The exact amount of the assessment may be obtained from the City of Lago Vista." 2. Impact on Homebuyers Example: A Tessera homeowner recently discovered his PID assessment was \$4,700 annually after closing and was "still freaking out."

Some lot types carry principal obligations of \$73,000+ and total obligations of \$165,000+ over 30 years.

Marketing collateral from Hines shows Tessera's "Tax Rate: 2.94% (includes MUDs, PIDs, etc.)," which presents the PID as part of property taxes rather than a long-term note.

3. Sales Practices - Sales representatives often describe the PID as "part of the tax bill," further obscuring its true nature as a fixed, long-term assessment. - Highland Homes was cited as saying: "Even though the PID is higher, our tax rate is lower, so it balances out."

4. City Authority - Under Local Government Code Chapter 372, the City, as bond issuer and PID administrator, has broad enforcement authority, including: - Mandating use of City/P3Works disclosure forms. - Conditioning permits, inspections, and certificates of occupancy on disclosure compliance. - Requiring signage and flyers in sales centers. Mandating MLS disclosure of PID assessments. Other Texas cities (Mesquite, Celina, Burleson, Anna, Lockhart, Leander) have enacted ordinances or policies requiring these practices.

5. Existing Lago Vista PID Policy - Lago's PID Policy already includes many of the requirements seen in other cities.

However, Tessera may be considered "grandfathered" and therefore exempt. Historical note: Former Councilman Mark Tippetts required signage along Tessera Parkway disclosing PID status. Those signs have since been removed.

6. Future Leverage Point - The Operation & Maintenance Agreement comes up for renewal in June 2026. Council has an opportunity to use that renewal as leverage for disclosure compliance or renegotiation of terms. Policy Questions for Council 1. Disclosure Enforcement - Should the City require all builders to use the official P3Works PID disclosure form? - Should disclosure compliance be tied to permitting, inspections, and certificates of occupancy? - Should PID signage be reinstated on Tessera Parkway? Should MLS disclosure be mandated for all new PID listings? 2. City Oversight - Should the City Attorney and Staff prepare an ordinance ensuring that City-approved disclosures are used? - What role should P3Works play in ensuring compliance? 3. Future Use of PIDs - Should Lago Vista adopt a "No New PID Policy" prohibiting the creation of future PIDs within city limits? If so, should exceptions be allowed (e.g., ETJ-only PIDs, or specific conditions where Council deems a PID necessary)? Should the City explore eventual dissolution of existing PIDs once bonds are repaid or refinanced?

Options for Discussion Option A – Strengthen Disclosure

Enforcement - Direct City Attorney and Staff to draft enforcement mechanisms ensuring builder compliance. - Require official P3Works disclosure forms at contract and closing. Condition permits and COs on compliance. - Reinstate signage and sales office disclosure requirements.

Option B – Adopt “No New PID” Policy - Direct City Attorney to draft a resolution prohibiting new PIDs within City limits. - Allow developers to rely on alternative financing tools (MUDs, PDDs, TIRZs). - Consider whether this prohibition should extend to ETJ areas.

Option C – Long-Term Evaluation - Study potential options for eventual **dissolution or restructuring** of Tessera PID after bonds are satisfied.

Recommended Next Steps - Council Discussion (Oct 2): Identify consensus on disclosure enforcement and “No New PID” direction. Request formal legal opinion from City Attorney on the City’s authority and options.

Staff Direction: Work with P3Works to draft compliance protocols.

Assess costs/logistics of reinstating Tessera Parkway signage. Report back with draft ordinance/resolution language for Council consideration at a future meeting.

FINANCIAL IMPACT: N/A

ATTACHMENTS:

[Westin Homes PID Disclosure Filed.pdf](#)
[Westin Homes PID Disclosure From P3Works.pdf](#)
[Trophy Homes PID Disclosure From P3Works.pdf](#)
[Trophy Homes PID Disclosure Filed.pdf](#)
[Toll Brothers PID Disclosure From P3Works.pdf](#)
[Toll Brothers PID Disclosure Filed.pdf](#)
[Tessera Photo.pdf](#)
[Saratoga Homes PID Disclosure From P3Works.pdf](#)
[Tessera CCR Common Areas Excerpts.pdf](#)
[Tessera Photo \(2\).pdf](#)
[Tessera PID Assessment.pdf](#)
[Tessera PID Assessment \(2\).pdf](#)
[Saratoga Homes PID Disclosure Filed.pdf](#)

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Jun 03, 2025 08:36 AM Fee: \$33.00

2025061188

Electronically Recorded

**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENT
TO LEANDER, TEXAS**

CONCERNING THE FOLLOWING PROPERTY:

Lot 54, in Block K, of TESSERA ON LAKE TRAVIS PHASE 2A, an addition in Travis County, Texas, according to the map or plat thereof recorded in/under County Clerk's File No. 202300257 of the Map/Plat/Official Public Records of Travis County, Texas.

As the purchaser of the real property described above, you are obligated to pay assessments to Leander, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the Tessera on Lake Travis Public Improvement District (the "District") created under Subchapter A, Chapter 372, Local Government Code, as amended.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Leander, Texas. The exact amount of each annual installment will be approved each year by the Leander City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Leander, Texas.

YOUR FAILURE TO PAY ANY ASSESSMENT OR ANY ANNUAL INSTALLMENT MAY RESULT IN PENALTIES AND INTEREST BEING ADDED TO WHAT YOU OWE OR IN A LIEN ON AND THE FORECLOSURE OF YOUR PROPERTY.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this notice at the closing of the purchase of the real property at the address described above and for the purposes stated therein.

SELLER:

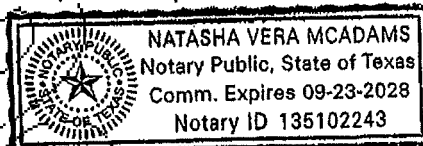
WESTIN HOMES AND PROPERTIES, L.P.,
a Texas limited partnership
By: Texas TFR Properties, L.L.C.,
a Texas limited liability company,
as general partner

Jason T. Golan, Sole Member of Texas
TFR Properties, L.L.C.
Through his agent and attorney-in-fact,
Philip Fruge,
As Authorized Representative

State of Texas
County of Fort Bend

The foregoing instrument was acknowledged before me this 2nd day of June, 2025 by Philip Fruge as Agent and Attorney-in-Fact for Jason T. Golan, Authorized Representative and Sole Member of Texas TFR Properties, L.L.C., a Texas limited liability company, as General Partner of Westin Homes and Properties, L.P., a Texas limited partnership, on behalf of the partnership of Westin Homes and Properties LP.

Natasha McAdams
Notary Public in and for the State of Texas
My Commission Expires: 9/23/28

**PURCHASER:**

Maxwell Akenten

Abena Pokuaa Wealthy

State of Texas
County of Travis

The foregoing instrument was acknowledged before me this 2nd day of June, 2025 by Maxwell Akenten and Abena Pokuaa Wealthy.

Notary Public in and for the State of Texas
My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned parties have executed this notice at the closing of the purchase of the real property at the address described above and for the purposes stated therein.

SELLER:

WESTIN HOMES AND PROPERTIES, L.P.,
a Texas limited partnership
By: Texas TFR Properties, L.L.C.,
a Texas limited liability company,
as general partner

Jason T. Golan, Sole Member of Texas
TFR Properties, L.L.C.
Through his agent and attorney-in-fact,
Philip Fruge,
As Authorized Representative

State of Texas
County of Fort Bend

The foregoing instrument was acknowledged before me this 2nd day of June, 2025 by Philip Fruge as Agent and Attorney-in-Fact for Jason T. Golan, Authorized Representative and Sole Member of Texas TFR Properties, L.L.C., a Texas limited liability company, as General Partner of Westin Homes and Properties, L.P., a Texas limited partnership, on behalf of the partnership of Westin Homes and Properties LP.

Notary Public in and for the State of Texas
My Commission Expires: _____

PURCHASER:

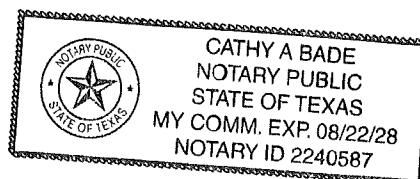
Maxwell Akenten

Abena Pokuaa Wealthy

State of Texas
County of Travis

The foregoing instrument was acknowledged before me this 2nd day of June, 2025 by Maxwell Akenten and Abena Pokuaa Wealthy.

Notary Public in and for the State of Texas
My Commission Expires: _____



TESSERA ON LAKE TRAVIS PID – IMPROVEMENT AREA #3 – LOT TYPE 15 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
THE CITY OF LAGO VISTA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 15 PRINCIPAL ASSESSMENT: \$73,689.53

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Lago Vista, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Tessera Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Lago Vista. The exact amount of each annual installment will be approved each year by the Lago Vista City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Lago Vista

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - LOT TYPE 15

Annual Installment Due	Major Improvement Area Bonds				Improvement Area #3 - Bonds & Reimbursement Obligation						Total Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Administrative Expenses	2024 Bonds Principal	2024 Bonds Interest [b]	2024 Bonds Additional Interest [c]	Reimbursement Obligation - Principal	Reimbursement Obligation - Interest [d]	Administrative Expenses	
01/31/25	\$ 236.17	\$ 638.15	\$ 63.29	\$ 22.02	\$ 267.41	\$ 1,431.59	\$ 123.33	\$ -	\$ -	\$ 88.00	\$ 2,869.97
01/31/26	249.05	626.34	62.11	22.46	280.50	1,418.89	121.99	452.54	2,181.94	89.76	5,505.59
01/31/27	261.94	613.89	60.87	22.91	293.59	1,405.57	120.59	482.46	2,154.78	91.56	5,508.15
01/31/28	274.82	600.79	59.56	23.37	310.42	1,391.62	119.12	514.25	2,125.84	93.39	5,513.17
01/31/29	287.70	587.05	58.18	23.84	327.25	1,376.88	117.57	547.91	2,094.98	95.26	5,516.61
01/31/30	304.88	572.67	56.75	24.31	342.21	1,361.33	115.93	581.57	2,062.11	97.16	5,518.91
01/31/31	317.76	557.43	55.22	24.80	362.78	1,345.08	114.22	620.84	2,027.21	99.10	5,524.43
01/31/32	334.93	541.14	53.63	25.30	383.35	1,324.67	112.40	661.97	1,989.96	101.09	5,528.45
01/31/33	356.41	523.97	51.96	25.80	402.05	1,303.11	110.49	704.98	1,950.24	103.11	5,532.12
01/31/34	373.58	505.71	50.18	26.32	428.23	1,280.49	108.48	751.73	1,907.95	105.17	5,537.83
01/31/35	395.05	486.56	48.31	26.84	452.54	1,256.41	106.34	800.35	1,862.84	107.27	5,542.51
01/31/36	416.52	466.32	46.33	27.38	480.59	1,230.95	104.07	850.84	1,814.82	109.42	5,547.25
01/31/37	437.99	443.41	44.25	27.93	512.38	1,203.92	101.67	905.07	1,763.77	111.61	5,551.99
01/31/38	463.76	419.32	42.06	28.49	542.30	1,175.10	99.11	964.91	1,709.47	113.84	5,558.34
01/31/39	493.81	393.81	39.74	29.06	570.35	1,144.59	96.40	1,028.49	1,651.57	116.12	5,563.94
01/31/40	519.58	366.65	37.27	29.64	607.75	1,112.51	93.55	1,095.81	1,589.86	118.44	5,571.05
01/31/41	545.34	338.07	34.67	30.23	648.88	1,078.33	90.51	1,166.87	1,524.11	120.81	5,577.83
01/31/42	571.11	311.49	31.95	30.84	690.02	1,041.82	87.26	1,243.54	1,454.10	123.22	5,585.36
01/31/43	601.17	283.65	29.09	31.45	731.16	1,003.01	83.81	1,323.95	1,379.49	125.69	5,592.47
01/31/44	635.52	254.34	26.09	32.08	772.30	961.88	80.16	1,409.97	1,300.05	128.20	5,600.59
01/31/45	669.87	223.36	22.91	32.72	820.92	915.54	76.30	1,501.60	1,215.45	130.77	5,609.44
01/31/46	704.22	190.70	19.56	33.38	873.28	866.29	72.19	1,598.84	1,125.36	133.38	5,617.20
01/31/47	742.87	156.37	16.04	34.05	927.51	813.89	67.82	1,703.56	1,029.43	136.05	5,627.59
01/31/48	781.51	120.16	12.32	34.73	987.35	758.24	63.19	1,813.89	927.21	138.77	5,637.37
01/31/49	820.16	82.06	8.42	35.42	1,052.80	699.00	58.25	1,931.69	818.38	141.55	5,647.73
01/31/50	863.10	42.08	4.32	36.13	1,120.12	635.83	52.99	2,056.98	702.48	144.38	5,658.40
01/31/51	-	-	-	-	2,152.35	568.63	47.39	2,189.75	579.06	147.26	5,684.44
01/31/52	-	-	-	-	2,290.73	439.48	36.62	2,331.87	447.67	150.21	5,696.59
01/31/53	-	-	-	-	2,438.46	302.04	25.17	2,483.34	307.76	153.21	5,709.99
01/31/54	-	-	-	-	2,595.54	155.73	12.98	2,646.03	158.76	156.28	5,725.32
Total	\$ 12,658.82	\$ 10,345.51	\$ 1,035.08	\$ 741.50	\$ 24,665.10	\$ 31,002.43	\$ 2,619.87	\$ 36,365.60	\$ 41,856.66	\$ 3,570.08	\$ 164,860.64

Footnotes:

- [a] Interest is calculated at the actual rate of the Major Improvement Area Bonds.
[b] Interest is calculated at the actual rate of the Improvement Area #3 2024 Bonds.
[c] Additional Interest is calculated at the Additional Interest Rate.
[d] Interest is calculated at a rate of 6.00%.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment

TESSERA ON LAKE TRAVIS PID – IMPROVEMENT AREA #3 – LOT TYPE 14 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
THE CITY OF LAGO VISTA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 14 PRINCIPAL ASSESSMENT: \$62,971.05

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Lago Vista, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Tessera Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Lago Vista. The exact amount of each annual installment will be approved each year by the Lago Vista City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Lago Vista.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF
PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - LOT TYPE 14

Annual Installment Due	Major Improvement Area Bonds				Improvement Area #3 - Bonds & Reimbursement Obligation						Total Annual Installment
	Principal	Interest [a]	Additional Interest [c]	Administrative Expenses	2024 Bonds Principal	2024 Bonds Interest [b]	2024 Bonds Additional Interest [c]	Reimbursement Obligation - Principal	Reimbursement Obligation - Interest [d]	Administrative Expenses	
01/31/25	\$ 201.82	\$ 545.33	\$ 54.09	\$ 18.82	\$ 228.51	\$ 1,223.36	\$ 105.39	\$ -	\$ -	\$ 75.20	\$ 2,452.52
01/31/26	212.83	535.24	53.08	19.20	239.70	1,212.51	104.24	386.71	1,864.56	76.71	4,704.77
01/31/27	223.84	524.60	52.01	19.58	250.88	1,201.12	103.05	412.28	1,841.36	78.24	4,706.96
01/31/28	234.84	513.41	50.90	19.97	265.27	1,189.20	101.79	439.45	1,816.62	79.80	4,711.25
01/31/29	245.85	501.66	49.72	20.37	279.65	1,176.60	100.47	468.21	1,790.26	81.40	4,714.19
01/31/30	260.53	489.37	48.49	20.78	292.43	1,163.32	99.07	496.97	1,762.16	83.03	4,716.16
01/31/31	271.54	476.35	47.19	21.19	310.01	1,149.43	97.61	530.53	1,732.35	84.69	4,720.88
01/31/32	286.22	462.43	45.83	21.62	327.59	1,131.99	96.06	565.69	1,700.51	86.38	4,724.31
01/31/33	304.56	447.76	44.40	22.05	343.57	1,113.57	94.42	602.44	1,666.57	88.11	4,727.45
01/31/34	319.24	432.15	42.88	22.49	365.94	1,094.24	92.70	642.39	1,630.43	89.87	4,732.33
01/31/35	337.59	415.79	41.28	22.94	386.71	1,073.66	90.87	683.94	1,591.88	91.67	4,736.33
01/31/36	355.94	398.49	39.59	23.40	410.68	1,051.90	88.94	727.08	1,550.85	93.50	4,740.37
01/31/37	374.28	378.91	37.81	23.87	437.85	1,028.80	86.88	773.43	1,507.22	95.37	4,744.43
01/31/38	396.30	358.33	35.94	24.34	463.42	1,004.17	84.69	824.56	1,460.82	97.28	4,749.86
01/31/39	421.99	336.53	33.96	24.83	487.39	978.11	82.38	878.89	1,411.34	99.23	4,754.64
01/31/40	444.00	313.32	31.85	25.33	519.35	950.69	79.94	936.42	1,358.61	101.21	4,760.72
01/31/41	466.02	288.90	29.63	25.83	554.50	921.48	77.34	997.14	1,302.42	103.24	4,766.51
01/31/42	488.04	266.18	27.30	26.35	589.66	890.29	74.57	1,062.66	1,242.59	105.30	4,772.94
01/31/43	513.72	242.39	24.86	26.88	624.81	857.12	71.62	1,131.37	1,178.84	107.41	4,779.02
01/31/44	543.08	217.35	22.29	27.42	659.97	821.97	68.50	1,204.88	1,110.95	109.55	4,785.96
01/31/45	572.43	190.87	19.58	27.96	701.52	782.37	65.20	1,283.18	1,038.66	111.75	4,793.52
01/31/46	601.79	162.96	16.71	28.52	746.26	740.28	61.69	1,366.28	961.67	113.98	4,800.15
01/31/47	634.81	133.63	13.71	29.09	792.60	695.51	57.96	1,455.77	879.69	116.26	4,809.03
01/31/48	667.84	102.68	10.53	29.68	843.74	647.95	54.00	1,550.05	792.35	118.59	4,817.39
01/31/49	700.87	70.12	7.19	30.27	899.67	597.33	49.78	1,650.72	699.34	120.96	4,826.24
01/31/50	737.56	35.96	3.69	30.87	957.19	543.35	45.28	1,757.79	600.30	123.38	4,835.36
01/31/51	-	-	-	-	1,839.28	485.92	40.49	1,871.24	494.83	125.84	4,857.61
01/31/52	-	-	-	-	1,957.53	375.56	31.30	1,992.69	382.56	128.36	4,868.00
01/31/53	-	-	-	-	2,083.78	258.11	21.51	2,122.13	263.00	130.93	4,879.44
01/31/54	-	-	-	-	2,218.01	133.08	11.09	2,261.15	135.67	133.55	4,892.54
Total	\$ 10,817.54	\$ 8,840.71	\$ 884.52	\$ 633.64	\$ 21,077.45	\$ 26,492.99	\$ 2,238.80	\$ 31,076.06	\$ 35,768.42	\$ 3,050.79	\$ 140,880.91

Footnotes:

[a] Interest is calculated at the actual rate of the Major Improvement Area Bonds.

[b] Interest is calculated at the actual rate of the Improvement Area #3 2024 Bonds.

[c] Additional Interest is calculated at the Additional Interest Rate.

[d] Interest is calculated at a rate of 6.00%.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Annual Installment Schedule to Notice
of Obligation to Pay Improvement District Assessment



Dyana Limon-Mercado
Dyana Limon-Mercado, County Clerk
Travis County, Texas

May 30, 2025 04:10 PM Fee: \$29.00

2025060325

Electronically Recorded

PID ASSESSMENT NOTICE

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO **LAGO VISTA, TEXAS**, CONCERNING THE FOLLOWING PROPERTY

8004 Shining Flor Run, Lago Vista TX, 78645

As the purchaser of the real property described above, you are obligated to pay assessments to **Lago Vista, Texas** (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the **Tessera on Lake Travis Public Improvement District** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Lago Vista. The exact amount of each annual installment will be approved each year by the Lago Vista City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Lago Vista.

Lot 77 in Block A, of Final Plat of TESSERA ON LAKE TRAVIS PHASE 2A, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Document No. 202300257 of the Real Property Records of Travis County, Texas.

TSHH, LLC a Texas limited liability company

5/30/25
Date

By: *Char Floyd*
Seller:
Title: **Char Floyd, Authorized Signor**

5/30/25
Date

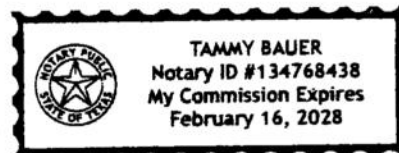
By: *Lisa G. Banaha*
Purchaser: **Lisa G. Banaha**

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged by me on the 30 day of May, 2025 by Char Floyd, Authorized Signer of TSHH, LLC a Texas limited liability company.

Tammy Bauer
Notary Public Signature

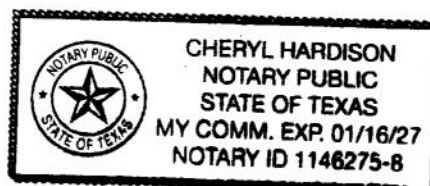


STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged by me on the 30 day of MAY, 2025 by Lisa G. Banana.

Cheryl Hardison
Notary Public Signature



GF Number: GB24-824694-DT

TESSERA ON LAKE TRAVIS PID – IMPROVEMENT AREA #2 – LOT TYPE 19 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
THE CITY OF LAGO VISTA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 19 PRINCIPAL ASSESSMENT: \$13,941.95

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Lago Vista, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Tessera Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Lago Vista. The exact amount of each annual installment will be approved each year by the Lago Vista City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Lago Vista

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF
PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - LOT TYPE 19

Annual Installment Due	Principal	Interest	Administrative Expenses	Delinquency & Prepayment Reserve	Annual Installment
01/31/25	\$ 350.94	\$ 691.67	\$ 34.03	\$ 69.71	\$ 1,146.35
01/31/26	366.89	675.88	34.71	67.96	1,145.44
01/31/27	366.89	659.37	35.40	65.40	1,127.07
01/31/28	382.85	642.86	36.11	4.71	1,066.52
01/31/29	398.80	623.72	36.83	-	1,059.35
01/31/30	430.70	603.78	37.57	-	1,072.05
01/31/31	446.65	582.24	38.32	-	1,067.21
01/31/32	462.60	559.91	39.08	-	1,061.60
01/31/33	510.46	536.78	39.87	-	1,087.11
01/31/34	526.41	511.26	40.66	-	1,078.33
01/31/35	542.36	484.94	41.48	-	1,068.78
01/31/36	574.27	457.82	42.31	-	1,074.39
01/31/37	606.17	429.11	43.15	-	1,078.43
01/31/38	622.12	398.80	44.02	-	1,064.94
01/31/39	669.98	367.69	44.90	-	1,082.57
01/31/40	701.88	334.19	45.79	-	1,081.87
01/31/41	733.79	299.10	46.71	-	1,079.59
01/31/42	765.69	262.41	47.64	-	1,075.74
01/31/43	813.55	224.12	48.60	-	1,086.27
01/31/44	845.45	183.45	49.57	-	1,078.46
01/31/45	893.31	141.17	50.56	-	1,085.04
01/31/46	941.16	96.51	51.57	-	1,089.24
01/31/47	989.02	49.45	52.60	-	1,091.07
Total	\$ 13,941.95	\$ 9,816.23	\$ 981.45	\$ 207.77	\$ 24,947.40

Note: The Annual Installment is based on the debt service schedule for the Improvement Area #2 2018 Bonds. The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dyana Limon-Mercado

Dyana Limon-Mercado, County Clerk
Travis County, Texas

Jun 03, 2025 02:55 PM Fee: \$41.00

2025061584

Electronically Recorded

This page is
intentionally added for
electronic file stamp.

**NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
THE CITY OF LAGO VISTA, TEXAS, CONCERNING THE ASSESSED PARCEL
LOCATED ON THE REAL PROPERTY DESCRIBED ON EXHIBIT A ATTACHED
HERETO**

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Lago Vista, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within a public improvement district (the "District") created under Subchapter A, Chapter 372, Local Government Code or Chapter 382, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Lago Vista. The exact amount of each annual installment will be approved each year by the Lago Vista City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Lago Vista.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

[Signature Pages Follow]

Date: June 2nd, 2025.

SELLER:

TOLL SOUTHWEST LLC,
a Delaware limited liability company

By: [Signature]
Name: Brandon Cooper
Title: Division President

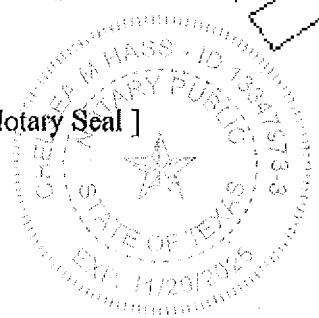
STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on June 2nd, 2025, by _____
Brandon Cooper, Division President of TOLL SOUTHWEST LLC, a Delaware
limited liability company.

[Signature]
Signature of Notary Public

[Personalized Notary Seal]



PID NOTICE: GF # 25000564

EXCEPTED to be effective this 2nd day of May, 2025.

PURCHASER:

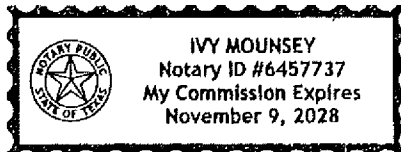
Melvin Turner

Mary Turner

THE STATE OF TEXAS §

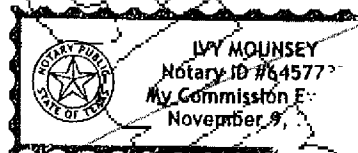
COUNTY OF Williamson §

This instrument was acknowledged before me on June 2, 2025, by
Melvin Turner and Mary Turner.



Notary Public in and for the
State of Texas

After Recording Return to:
WESTMINSTER TITLE AGENCY, INC.
2557 SW Grapevine Pkwy, Ste 100
Grapevine, Texas 76051



PID NOTICE: GF # 25000564

EXHIBIT A

BEING LOT 1, BLOCK D, OF TESSERA ON LAKE TRAVIS PHASE 4A. TRAVIS COUNTY, TEXAS, ACCORDING TO THE
MAP OR PLAT THEREOF RECORDED IN COUNTY CLERK'S FILE NO. 202200335, OF THE OFFICIAL PUBLIC
RECORDS, TRAVIS COUNTY, TEXAS.

PID NOTICE: GE # 25000564

Comparable MPC's NW Austin

LAKESTIDE

TESSERA ON LAKE TRAVIS

COMPARABLE MASTER-PLANNED COMMUNITIES IN THE NW AUSTIN AREA	CITY	COUNTY	TAX RATE*	ANNUAL HOA DUES
LAKESTIDE AT TESSERA	LAGO VISTA	TRAVIS	2.94	\$500
TRAVISSO	LEANDER	WILLIAMSON & TRAVIS	3.10	\$720
TRENTO	LEANDER	WILLIAMSON	2.60	\$1,320
ARBORS AT LAKELINE	CEDAR PARK	WILLIAMSON	2.59	\$1,740
ORCHARD RIDGE	LEANDER	WILLIAMSON	3.10	\$780
MASON RANCH	LEANDER	WILLIAMSON	2.71	\$720
SANTA RITA RANCH	GEORGETOWN	WILLIAMSON	2.83	\$540
BRYSON	LEANDER	WILLIAMSON	3.04	\$600
CRYSTAL FALLS	LEANDER	WILLIAMSON	2.71	\$540
OAKS AT SAN GABRIEL	GEORGETOWN	WILLIAMSON	2.88	\$240
TERAVISTA	ROUND ROCK	WILLIAMSON	2.97	\$720
WATER OAK AT SAN GABRIEL	GEORGETOWN	WILLIAMSON	2.96	\$1,000
PARKSIDE AT MAYFIELD RANCH	GEORGETOWN	WILLIAMSON	3.05	\$400
WOLF RANCH	GEORGETOWN	WILLIAMSON	2.96	\$600
RANCHO SIENNA	LEANDER	WILLIAMSON	2.96	\$528

Note: the above tax rates and HOA dues are based on currently available information and are subject to change.

*Tax rate includes MUDs, PIDs, etc.

Highly-Acclaimed Lago Vista ISD • Traffic-Free Location • Resort Caliber Amenities • Extensive Trail System • Beach Access • A Mile of Shoreline • Award-Winning Builders

LAKESTIDE LIVING IN THE 1200'S
LakesideAtTessera.com

Hines

TESSERA ON LAKE TRAVIS PID – IMPROVEMENT AREA #2 – LOT TYPE 19 BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
THE CITY OF LAGO VISTA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 19 PRINCIPAL ASSESSMENT: \$13,941.95

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Lago Vista, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Tessera Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Lago Vista. The exact amount of each annual installment will be approved each year by the Lago Vista City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Lago Vista

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF
PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - LOT TYPE 19

Annual Installment Due	Principal	Interest	Administrative Expenses	Delinquency & Prepayment Reserve	Annual Installment
01/31/25	\$ 350.94	\$ 691.67	\$ 34.03	\$ 69.71	\$ 1,146.35
01/31/26	366.89	675.88	34.71	67.96	1,145.44
01/31/27	366.89	659.37	35.40	65.40	1,127.07
01/31/28	382.85	642.86	36.11	4.71	1,066.52
01/31/29	398.80	623.72	36.83	-	1,059.35
01/31/30	430.70	603.78	37.57	-	1,072.05
01/31/31	446.65	582.24	38.32	-	1,067.21
01/31/32	462.60	559.91	39.08	-	1,061.60
01/31/33	510.46	536.78	39.87	-	1,087.11
01/31/34	526.41	511.26	40.66	-	1,078.33
01/31/35	542.36	484.94	41.48	-	1,068.78
01/31/36	574.27	457.82	42.31	-	1,074.39
01/31/37	606.17	429.11	43.15	-	1,078.43
01/31/38	622.12	398.80	44.02	-	1,064.94
01/31/39	669.98	367.69	44.90	-	1,082.57
01/31/40	701.88	334.19	45.79	-	1,081.87
01/31/41	733.79	299.10	46.71	-	1,079.59
01/31/42	765.69	262.41	47.64	-	1,075.74
01/31/43	813.55	224.12	48.60	-	1,086.27
01/31/44	845.45	183.45	49.57	-	1,078.46
01/31/45	893.31	141.17	50.56	-	1,085.04
01/31/46	941.16	96.51	51.57	-	1,089.24
01/31/47	989.02	49.45	52.60	-	1,091.07
Total	\$ 13,941.95	\$ 9,816.23	\$ 981.45	\$ 207.77	\$ 24,947.40

Note: The Annual Installment is based on the debt service schedule for the Improvement Area #2 2018 Bonds. The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Administrative Expenses, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

TESSERA ON LAKE TRAVIS

WITHIN

CITY OF LAGO VISTA, TRAVIS COUNTY, TEXAS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TESSERA ON LAKE TRAVIS is made this 3rd day of April, 2014, by FHNES LAKE TRAVIS LAND 11 LIMITED PARTNERSHIP, a Texas limited partnership.

RECITALS:

c. This Declaration is intended to provide a flexible and reasonable procedure for the overall development, administration, maintenance, and preservation of the Property, and in furtherance of Declarant's general plan, **Declarant has caused or intends to cause Tessera on Lake Travis Homeowner's Association to be formed as a Texas nonprofit corporation to own, operate, and maintain the Common Maintenance Areas (as defined herein)** and to administer and enforce the provisions of this Declaration.

ARTICLE 1 GENERAL

1.1 Definitions. The following words, when used in this Declaration or any supplemental Declaration (unless the context shall otherwise clearly indicate or prohibit), shall have the following meanings:

"City" means the City of Lago Vista, Texas.

"Common Area " and " Common Areas" mean all areas (including the improvements thereon) within or in vicinity of the Property owned or to be owned by the Association, or owned by the City or another Person and maintained in whole or in part by or on behalf of the Association (such Common Areas owned by the City are referred to herein as the "City Owned Common Areas"), for the common use and enjoyment of the Members.

"Common Expenses" means the actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of the Member(s) or the Common

Maintenance Areas, including, without limitation, any reserves and any costs incurred for street cleaning/sweeping.

"Common Maintenance Areas" means the Common Areas, if any, and any areas within public rights-of-way, easements (public and private), portion of a Lot or Parcel, public parks, private streets, landscaping, entry features, fence or similar areas that either the Board deems necessary or appropriate to maintain for the common benefit of the Members or that is shown on a Recorded plat of the Property or portion thereof as being maintained by the Association.

"Development Shared Expenses" means the actual and estimated expenses incurred or anticipated to be incurred by the Association and/or other Persons for the benefit of the Members and owners of real property located in other portions of the development commonly known as Tessera on Lake Travis, including, without limitation, any reserves and any shared expenses relating to the repair or maintenance of any roads or Common Areas

"Property" means the real property described and depicted on Exhibit A attached to this Declaration (other than areas thereof dedicated to the City or County) and such additional property as is brought within the jurisdiction of the Association and made subject to this Declaration.

ARTICLE 11 PROPERTY RIGHTS

2.1 Owners' Easements of Use and Enjoyment. Every Owner will have a right and nonexclusive easement of use, access and enjoyment in and to the Common Areas, subject to any limitations set forth in this Declaration, including, without limitation, the following:

- (a) this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association;
- (b) the right of the Association and/or City to establish and publish rules and regulations governing the use of the Common Areas, the Lots and the Parcels, including rules limiting the number of guests who may use the Common Area;

(c) the right of the Association and/or City to suspend the right of use of the Common Areas and the voting rights of an Owner for any period during which any assessments against such Owner's Lot or Parcel remains unpaid;

(d) the right of the Association, subject to the provisions hereof, to dedicate, sell or transfer all or any part of the Common Areas (but not any City Owned Common Area), provided that no such dedication, sale or transfer will be effective unless the same is approved by a Supermajority Vote;

(e) the right of the Association, subject to the provisions hereof, to mortgage all or any part of the Common Areas (but not any City Owned Common Areas), provided that the Common Areas cannot be mortgaged unless the same is approved by a Supermajority Vote;

(f) the right of the Board to impose reasonable membership requirements and charge reasonable admission or other fees for the use of any recreational facility situated upon the Common Area; and

(g) the right of the Board to permit use of any recreational facility situated on the Common Area by Persons other than Owners, their families, lessees and guests upon payment of use fees established by the Board.

2.2 Prohibitions on Easement of Use and Enjoyment. Each Owner's right and easement of use and enjoyment in and to the Common Area is further limited as follows:

an Owner's right and easement of use and enjoyment in and to the Common Area shall not be conveyed, transferred, alienated or encumbered separate and apart from an Owner's Lot or Parcel; and

(a) the Common Area shall remain undivided and no action for partition or division of any part thereof shall be permitted.

2.3 Right to Delegate Use and Enjoyment of Common Area. Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees and guests as applicable, subject to the terms in this Declaration, the Bylaws and any reasonable rules of the Board. An Owner who leases his or her Dwelling is deemed to have delegated all such rights to the lessee of such Dwelling during the duration of the lessee's possession of the Dwelling pursuant to the lease.

ASSESSMENTS

4.1 Obligation to Pay Assessments. Each Owner (other than Declarant) of a Lot or Parcel, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association all assessments as are levied pursuant to the terms of this Declaration. The Association is empowered to establish and collect assessments as provided in this Article IV for the purpose of Common

Expenses, including without limitation, obtaining funds to maintain the Common Areas, perform its other duties, and otherwise preserve and further the operation of the Property as a first quality residential subdivision. Without limiting the foregoing, the purposes for which assessments may be used include, without limitation, maintaining, operating, managing, repairing, replacing or improving the Common Areas, Common Maintenance Areas or any improvements thereon; mowing grass and maintaining grades and signs; paying legal fees and expenses incurred in enforcing this Declaration; paying expenses incurred in collecting and administering assessments; paying insurance premiums for liability and fidelity coverage for the ACA, the Board and the Association; and satisfying any indemnity obligation under this Declaration, the Articles or the Bylaws. The Board may reject partial payments and demand payment in full of all amounts due and owing the Association. Upon the receipt of payment from an Owner whose account reflects a past-due balance, and regardless of any written instruction from the Owner to the contrary, the payment shall be applied in accordance with Section 4.13 herein.

4.4 Special Assessments. The Association may impose special assessments ("Special Assessments") to make capital improvements to the Common Areas or Common Maintenance Areas, to satisfy its indemnity obligations under the Articles or Bylaws, or for other similar purposes. Any Special Assessments, including the amount thereof, the purpose of such Special Assessments and the time and method of payment thereof, must be approved by the Board.

4.7 Reserve. The Association may establish and maintain a reserve fund for the periodic maintenance, inspection, repair and replacement of improvements to the Common Areas and/or the Common Maintenance Areas.

ARTICLE V

THE ASSOCIATION

5.5 Insurance.

(a) Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect, the following insurance coverages, if-reasonably available:

(i) Property Insurance — Common Area. Blanket property insurance covering loss or damage on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area and within the Common Maintenance Areas to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership.

ARTICLE VIII

COMMON AREAS

8.1 (O)wnership and Acceptance of Common Area.

(a) **This Declaration contemplates that the Association will eventually own all of the Common Area (excluding any City Owned Common Area) capable of independent ownership by the Association in fee simple title; provided, however, prior to any conveyance to the Association, Declarant has the right to (i) change the proposed use of any Common Area (excluding any City Owned Common Area), (ii) withdraw any property as proposed Common Area (excluding any City Owned Common Area), and/or (iii) otherwise convey or encumber the Common Areas (excluding any City Owned Common Area).** Declarant shall have the right to convey title to any portion of the Property owned by Declarant, or any easement interest therein, to the Association as Common Area, and the Association shall be required to accept such conveyance. Any such conveyance shall be effective upon recording the deed or instrument of conveyance in the Records. However, notwithstanding anything in this Section 8.1(a) to the contrary, the designation of real property as a Common Area is determined by the plat and this Declaration, and not by the ownership of the Property.

(b) **By accepting an interest in or title to a Lot, each Owner is deemed (i) to accept the Common Area of the Property, and any improvement thereon, in its then-existing "as is" condition; (ii) to acknowledge the authority of the Association, acting through its Board, for all decisions pertaining to the Common Area; (iii) to acknowledge that transfer of a Common Area's title to the Association by or**

through Declarant is a ministerial task that does not require acceptance by the Association; and (iv) to acknowledge the continuity of maintenance of the Common Area, regardless of changes in the Association's Board or management.

8.2 Improvement and Maintenance of Common Area. Declarant may install, construct, or authorize certain improvements on the Common Area in connection with the initial development of the Property. **After the initial installation of such improvements, the Association shall maintain, at the Association's cost and regardless of the nature of title to the Common Areas, the Common Area and any improvements and landscaping thereon in good repair. The Association shall also maintain the Common Maintenance Areas, at the Association's cost, to the extent the Board determines that such maintenance is desirable. The maintenance costs for the Common Areas and Common Maintenance Areas shall be the Association's responsibility, even if such cost was incurred during the Development Period. Notwithstanding anything in this Declaration to the contrary, the Board shall have the authority, exercisable at any time and from time to time, to delegate all or any part of the foregoing duties and responsibilities of the Association for maintenance to the City.** Without limiting the foregoing, the Association may also enter into contractual arrangements or other covenants with other property owner associations relating to any Development Shared Expenses, including, without limitation, contractual arrangements to share costs relating to the repair or maintenance of any roads or Common Areas. The portion of any Development Shared Expenses for which the Association is responsible shall be included in the Common Expenses.

8.3 Use of Common Areas at Own Risk. Each Owner, by accepting an interest in or title to a Lot, acknowledges that the use and enjoyment of any Common Area recreational facility involves risk of personal injury or damage to property. **Each Owner acknowledges, understands, and covenants to inform its guests, relatives, invitees and all occupants of its Lot that the Association, its Board and committees, Declarant, and any Builder are not insurers of personal safety and that each Person using the Common Area assumes all risks of personal injury and loss or damage to property, resulting from the use and enjoyment of any recreational facility or other portion of the Common Area by such Owner or their pets, occupants, relatives, employees, agents, guests, or invitees.** No Owner of any Dwelling may use the Common Area for storage of personal materials and/or equipment.

8.4 Condemnation of Common Area. In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto will be payable to the Association and will be used by the Association as the Board determines, in its business judgment, including, without limitation, (i) to purchase additional Common Areas to replace the portion of the Common Areas that has been condemned, (ii) to reconstruct or replace on the remaining Common Area any improvements that were on the condemned Common Area, (iii) to pay for Common Expenses, or (iv) to be distributed to each Owner on a pro rata basis.

8.5 Damage to Common Area. If the Common Area or improvements on the Common Maintenance Areas are damaged and the Association receives insurance proceeds sufficient to repair such damage to its prior condition, then the Association shall cause such damage to be repaired or reconstructed. Following the expiration or termination of the Development Period, if, within ninety (90) days after the loss, there is a Supermajority Vote in favor of not repairing or reconstructing the damaged Common Area or Common Maintenance Areas, then such damage will not be repaired or reconstructed. If said Supermajority Vote is cast not to repair or reconstruct such damage and no alternative improvements are authorized, the damaged property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive condition. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association.

8.6 Annual Inspection of Common Area - Budget. Commencing at the expiration of the Development Period, the Association shall at least annually examine the condition of the Common Area to evaluate the quality, frequency, and adequacy of maintenance performed during the preceding year, and to recommend maintenance for the upcoming year. The examination and report may be performed by one or more experts hired by the Association for this purpose, such as a professional property manager, an engineer, or professional contractors such as landscapers and brick masons. After performing the inspection, the expert should submit to the Board a written report with findings and recommendations. The Board should evaluate the Association's operating budget and reserve accounts for maintenance, repair, and replacement in light of the expert's findings and recommendations. Any decision by the Board to reduce or defer recommended maintenance should be made with an evaluation of the potential consequences for future costs and deterioration. An expert's report is a record of the Association that is available to Owners for inspection and copying.

ARTICLE rx

EASEMENTS

9.1 Easement for Utilities on Common Area. The Declarant, on behalf of itself, reserves the right to grant perpetual, nonexclusive easements during the Development Period for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Common Area (but not any City Owned Common Area) for the construction, installation, use and maintenance for utilities, including, without limitation, water, sewer, electric, cable television, telephone, natural gas, propane and storm water and drainage related structures and improvements. The Association will also have the right to grant the easements described in this Section 9.1.

(a) All Common Areas will be subject to an easement of ingress and egress for the benefit of Declarant, its employees, subcontractors, successors, and assigns, over and upon the Common Areas as may be expedient or necessary for the construction, servicing and completion of the initial improvements in the Common Areas. Any damage to such Common Areas caused by Declarant due to the exercise of the foregoing completion easement rights, shall be promptly repaired by the party exercising such easement rights after completing its construction activities in the damaged area.

9.4 Association Easement. Declarant hereby reserves the Association Easement for the benefit of Declarant and the Association. The real property subject to the Association Easement shall be conveyed subject to the Association Easement.

9.5 Easement for Right to Enter and Inspect Property.. Without limiting the easements granted by the other provisions of this Article IX, Declarant hereby reserves for the benefit of Declarant and its designees, a blanket, perpetual easement on, over and under the Property (excluding the area where any Dwellings are located) to (i) discharge Declarant's obligations and to exercise Declarant's rights under this Declaration, or (ii) inspect, maintain and repair the Property or any improvements thereon. Notwithstanding the foregoing, nothing herein shall impose any duty upon or otherwise obligate Declarant to make any such inspections or repairs.

[signature page follows]

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on the day and year written below.

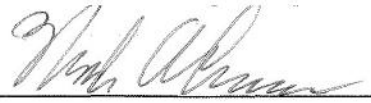
DECLARANT:

HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP, a
Texas limited partnership

By: Hines Lake Travis Land II GP LLC,
its general partner

By: Hines Interests Limited Partnership, its general partner

By: Hines Holdings, Inc., its general partner

By: 

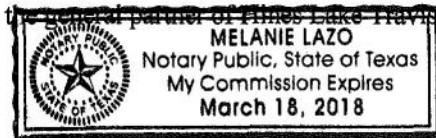
Name: Mark A. Cover

Title: Senior Managing Director / CEO - SW Region

STATE OF TEXAS

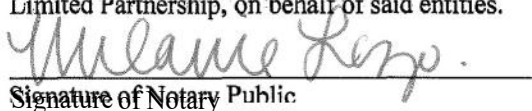
COUNTY OF HARRIS

This instrument was acknowledged before me on April , 2014, by Mark A. Cover, the Senior Managing Director / CEO - SW Region Hines Holdings, Inc., in its capacity as general partner of Hines Interests Limited Partnership, in its capacity as general partner of Hines Lake Travis Land II GP LLC, in its



capacity as [Personalized Notary Seal]
Limited Partnership, on behalf of said entities.

Land II


Signature of Notary Public

Limited Partnership, On behalf of said entities.

AFTER RECORDING RETURN TO:

Thompson & Knight LLP
1722 Routh Street, Suite 1500
Dallas, TX 75201
Attn: Rick Haan

DECLARATION OF COVENANTS, CONDITIONS

EXHIBIT A

THE PROPERTY

[see following 12 pages, which include legal description for 218.627 acre tract and 1.764 acre tract]



South Quarter ✓

I could never get an exact amount out of them and was unable to get any clear documentation on how to determine what that amount was going to be.

The other issue is that I was told the HOA fee was \$83 and just received our HOA packet and found that we are on the tier fee of \$95.



**NOTICE OF OBLIGATION TO PAY
PUBLIC IMPROVEMENT DISTRICT ASSESSMENT
TO LEANDER, TEXAS**

CONCERNING THE FOLLOWING PROPERTY:

Lot 54, in Block K, of TESSERA ON LAKE TRAVIS PHASE 2A, an addition in Travis County, Texas, according to the map or plat thereof recorded in/under County Clerk's File No. 202300257 of the Map/Plat/Official Public Records of Travis County, Texas.

As the purchaser of the real property described above, you are obligated to pay assessments to Leander, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the Tessera on Lake Travis Public Improvement District (the "District") created under Subchapter A, Chapter 372, Local Government Code, as amended.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Leander, Texas. The exact amount of each annual installment will be approved each year by the Leander City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Leander, Texas.

YOUR FAILURE TO PAY ANY ASSESSMENT OR ANY ANNUAL INSTALLMENT MAY RESULT IN PENALTIES AND INTEREST BEING ADDED TO WHAT YOU OWE OR IN A LIEN ON AND THE FORECLOSURE OF YOUR PROPERTY.

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

[SIGNATURE PAGES FOLLOW]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
THE CITY OF LAGO VISTA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

PROPERTY ADDRESS

LOT TYPE 15 PRINCIPAL ASSESSMENT: \$73,689.53

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Lago Vista, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Tessera Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

THE CITY OF LAGO VISTA, TEXAS, IS THE LEVYING OFFICIAL FOR THE DISTRICT.



Dyana Limon-Mercado
Dyana Limon-Mercado, County Clerk
Travis County, Texas

Oct 01, 2024 03:53 PM Fee: \$33.00

2024109219

Electronically Recorded

Independence Title/GF#

3427862

-ARB/CEM

PID ASSESSMENT NOTICE

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO **LAGO VISTA, TEXAS**, CONCERNING THE FOLLOWING PROPERTY

8504 Pine Muhly Dr., Lago Vista TX, 78645

As the purchaser of the real property described above, you are obligated to pay assessments to **Lago Vista**, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the **Tessera Public Improvement District** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Lago Vista. The exact amount of each annual installment will be approved each year by the Lago Vista City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Lago Vista.

Lot 10, Block D, TESSERA ON LAKE TRAVIS PHASE 4A, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Document No. 202200335, Official Public Records,

Saratoga Homes of Texas Austin, LLC
a a Texas limited liability company on
behalf of
said company

Geoffrey Golding

By:

Seller: Geoffrey Golding
Title: Division President

Date

9/27/2024

By:

Purchaser: Mahesh Tampi

Date

9-30-24

By:

Purchaser: Ling Huang

Date

9-30-24

Date

Purchaser: Ling Huang

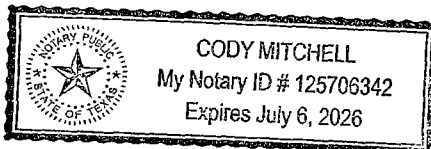
Unofficial Document

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged by me on the 27th day of SEPT., 2024, by Geoffrey
Golding, Division President of Saratoga Homes of Texas Austin, LLC a Texas limited liability
company on behalf of said company.

Cody Mitchell
 Notary Public Signature

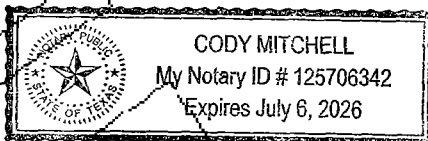


STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged by me on the 30 day of SEPT., 2024, by Mahesh Tampi.

Cody Mitchell
 Notary Public Signature

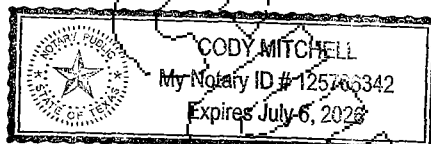


STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged by me on the 30 day of SEPT., 2024, by Ling Huang.

Cody Mitchell
 Notary Public Signature





Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 2, 2025

SUBMITTED BY: Councilor Roberts, City Council

SUBJECT: Discussion, Consideration and Possible action on an amendment to Chapter 10, Section 2.16 (Subdivision Ordinance) to Add Cross-Reference to Preliminary Plat Submittal Calendar; Direction to Publish Calendar on City Website.

BACKGROUND: On May 15, 2025, City Council adopted [Insert Ordinance Number] amending Chapter 14, Section 3.22 of the Lago Vista Code of Ordinances to require that public hearing applications must be complete and accompanied by a staff report prior to placement on a Planning and Zoning Commission agenda at least 15 days prior to the meeting date. The motion approving this amendment also adopted the “2025–2027 Planning and Zoning Submittal Calendar” prepared by the City Attorney and directed that the calendar be published on the City’s website along with a referral to P&Z to identify where best to cross reference Ch. 14 Section 3.22 in the Code.

This calendar was created as a procedural workaround to ensure compliance with both:

1. The City’s ordinance requirement for complete applications to be submitted at least 15 days before the Planning & Zoning Commission meeting (Lago Vista Code of Ordinances, Ch. 14 § 3.22), and
2. The statutory “shot clock” in Texas Local Government Code Ch. 212, which requires action on a plat within 30 days of filing.

The adopted calendar provides specific submittal deadlines for preliminary plats and related subdivision applications, making it feasible for staff to meet both requirements.

However, the cross-reference to this calendar requirement was never added to Chapter 10 (Subdivision Ordinance), which governs subdivision applications, and the calendar was never published on the City’s website as directed.

FINDINGS: The purpose of this amendment is to insert a cross-reference in Chapter 10, Section 2.16 (Subdivision Ordinance) to the

Preliminary Plat Submittal Calendar adopted by Council. This will ensure that all preliminary plats and related subdivision applications are subject to the published submittal deadlines, providing clarity for applicants and staff and maintaining compliance with statutory and local timelines.

RECOMMENDATION:

Approve the attached ordinance amending Chapter 10, Section 2.16 to add a cross-reference to the Preliminary Plat Submittal Calendar and directing that the calendar be published on the City's website.

ATTACHMENTS:

[CH-10 calendarAmendment.docx](#)
[Calendar.docx](#)

2.16 Preliminary Plat

(a) Requirements.

- (1) Concept Plans, in accordance with Section 2.15, must be approved by Council before any Preliminary Plats can be filed with the City unless otherwise exempted by the Section.
- (2) The Administrator shall complete a sufficiency review of all information submitted within twenty-one (21) calendar days of the submittal by the applicant. The sufficiency review only determines whether all required components of the application have been received and not whether the application is complete or that those components are correct.
- (3) All preliminary plat applications shall be submitted in accordance with the procedures set forth in Chapter 14, Section 3.22 of this Code, and in compliance with the official Planning and Zoning Submittal Calendar as published by the City.
- (4) Completion of Sufficiency Review.
 - (a) If deemed compliant by the Administrator, the application shall be forwarded for review DRC. This satisfies the sufficiency requirement.
 - (b) If deemed noncompliant by the Administrator, the applicant will be notified in writing of the reasons for noncompliance. The applicant shall have one (1) opportunity to submit information to address the noncompliance within sixty (60) calendar days following the noncompliance. Failure to meet the deadline or address all or address all noncompliance shall cause the application to be considered denied.
- (5) Submittal Review.
 - (a) The DRC shall review the first submittal within fifteen (15) calendar days of the compliant sufficiency review and submit comments to the applicant in writing by the end of this timeframe.
 - (b) The applicant shall address all individual comments from the DRC by copying each open comment(s) and providing response(s) to each open comment on official letterhead. This shall also include revised documentation showing the comment has been addressed by the applicant. The applicant shall have sixty (60) calendar days from the end of the DRC review to resubmit to the Department.

Failure to address within this timeframe shall cause the application to be considered denied.

- (c) The second submittal, if needed, shall be reviewed by the DRC within fifteen (15) calendar days of the applicant's submittal to the City. Responses to the DRC for this submittal shall be subject to the same deadline and consequences as the first submittal.
- (d) Upon the satisfaction of all DRC comments or subsequent to the third submittal by the applicant, the plat will be automatically scheduled for consideration by the Planning and Zoning Commission as denoted in subsection (b) below. It is at this point that the application shall be considered complete.

2025-2027 Planning and Zoning Submittal Calendar

**Unless otherwise approved by the Director, applications are only accepted from 8:00am – 5:00pm on the submittal dates listed below.*

**Civil Plans need to be approved before the associated Plat can be accepted (unless the remaining review comments are minor and the City Engineer authorizes the plat application to proceed).*

Zoning, SUP, & PD Submittal (Newspaper & Mail Out Req.)	Plat & Site Plan Submittal	Planning and Zoning Meetings	City Council Meeting
2025			
November 4, 2024	December 9, 2024	January 7, 2025	January 27, 2025
December 9, 2024	January 6, 2025	February 4, 2025	<i>February 24, 2025</i>
January 6, 2025	February 3, 2025	March 4, 2025	<i>March 24, 2025</i>
February 3, 2025	March 3, 2025	April 1, 2025	April 28, 2025
March 3, 2025	April 7, 2025	May 6, 2025	<i>May 19, 2025 (Holiday)</i>
April 7, 2025	May 5, 2025	June 3, 2025	June 23, 2025
May 5, 2025	June 2, 2025	July 1, 2025	July 28, 2025
June 2, 2025	July 7, 2025	August 5, 2025	August 25, 2025
July 7, 2025	August 4, 2025	September 2, 2025	September 22, 2025
August 4, 2025	September 8, 2025	October 7, 2025	October 27, 2025
September 8, 2025	October 6, 2025	November 4, 2025	<i>November 24, 2025</i>
October 6, 2025	November 3, 2025	December 2, 2025	<i>December 22, 2025</i>
Zoning, SUP, PD & Civil Plan Submittal (Newspaper & Mail Out Req.)	Plat & Site Plan Submittal	Planning and Zoning Meetings	City Council Meeting

2026			
November 3, 2025	December 8, 2025	January 6, 2026	January 26, 2026
December 8, 2025	January 5, 2026	February 3, 2026	<i>February 23, 2026</i>
January 5, 2026	February 2, 2026	March 3, 2026	<i>March 23, 2026</i>
February 2, 2026	March 9, 2026	April 7, 2026	April 27, 2026
March 9, 2026	April 6, 2026	May 5, 2026	May 18, 2026 (Holiday)
April 6, 2026	May 4, 2026	June 2, 2026	June 22, 2026
May 4, 2026	June 8, 2026	July 7, 2026	July 27, 2026
June 8, 2026	July 6, 2026	August 4, 2026	August 24, 2026
July 6, 2026	August 3, 2026	September 1, 2026	September 28, 2026
August 3, 2026	September 8, 2026 (Holiday)	October 6, 2026	October 26, 2026
September 8, 2026 (Holiday)	October 5, 2026	November 3, 2026	<i>November 23, 2026</i>
October 5, 2026	November 2, 2026	December 1, 2026	<i>December 28, 2026</i>



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 2, 2025

SUBMITTED BY: Councilor Roberts, City Council

SUBJECT: Discussion, Consideration and Possible action regarding clarification and amendment of Chapter 10 ordinance language related to public notice and signage requirements prior to preliminary plat hearings.

BACKGROUND: Concerns were raised in connection with a preliminary plat scheduled for consideration by the Planning & Zoning Commission on August 14, 2025. Staff identified ambiguity in the ordinance language and the absence of certain standards or definitions. Staff also noted the potential for missed statutory deadlines under Texas Local Government Code §212.009 when unclear directives delay action.

RECOMMENDATION: Place item on Council agenda for discussion and possible action. The agenda item should be written broadly enough to allow either providing staff with direction or moving forward with an ordinance amendment.

ATTACHMENTS:
[2.16.pdf](#)
[Memo from Charles.docx](#)

2.16 Preliminary Plat

(a) Requirements.

- (1) Concept Plans, in accordance with Section 2.15, must be approved by Council before any Preliminary Plats can be filed with the City unless otherwise exempted by the Section.
- (2) The Administrator shall complete a sufficiency review of all information submitted within twenty-one (21) calendar days of the submittal by the applicant. The sufficiency review only determines whether all required components of the application have been received and not whether the application is complete or that those components are correct.

(3) Completion of Sufficiency Review.

- (A) If deemed compliant by the Administrator, the application shall be forwarded for review DRC. This satisfies the sufficiency requirement.
- (B) If deemed noncompliant by the Administrator, the applicant will be notified in writing of the reasons for noncompliance. The applicant shall have one (1) opportunity to submit information to address the noncompliance within sixty (60) calendar days following the noncompliance. Failure to meet the deadline or address all or address all noncompliance shall cause the application to be considered denied.

(4) Submittal Review.

- (A) The DRC shall review the first submittal within fifteen (15) calendar days of the compliant sufficiency review and submit comments to the applicant in writing by the end of this timeframe.
- (B) The applicant shall address all individual comments from the DRC by copying each open comment(s) and providing response(s) to each open comment on official letterhead. This shall also include revised documentation showing the comment has been addressed by the applicant. The applicant shall have sixty (60) calendar days from the end of the DRC review to resubmit to the Department. Failure to address within this timeframe shall cause the application to be considered denied.
- (C) The second submittal, if needed, shall be reviewed by the DRC within fifteen (15) calendar days of the applicant's submittal to the City. Responses to the DRC for this submittal shall be subject to the same deadline and consequences as the first submittal.
- (D) Upon the satisfaction of all DRC comments or subsequent to the third submittal by the applicant, the plat will be automatically scheduled for consideration by the Planning and Zoning Commission as denoted in subsection (b) below. It is at this point that the application shall be considered complete.

- (b) Public Meeting. The Commission shall consider the preliminary plat in a public meeting scheduled within thirty (30) calendar days of the date in which the application is considered complete. No less than seventy-two (72) hours prior to the public meeting, some from of special notice shall be published on the City website and at least one sign shall be posted on the property.. All signs shall be located along the right-of-way of the public street with the highest functional classification according to the current City Thoroughfare Plan. Additional

signs shall be placed at 300-foot intervals along this same frontage up to a maximum of three (3) signs for any application.

- (c) Appeals. An appeals application must be filed with the Department within ten (10) business days from the date of approval or denial by the Commission. The appeal will be heard by the City Council following a Public Hearing noticed in accordance with Section 2.15(f) above. The appeal will be heard by the Council within thirty (30) calendar days of filing.
- (d) Package. The preliminary plat application and package to be submitted with the preliminary plat shall be on paper and in digital form as determined by the Administrator and shall include the following in the number of copies as determined by the Administrator.
 - (1) Application. The form of the application shall be provided by the Administrator.
 - (2) Drawings. The preliminary plat drawings, when required by the administrator, shall be prepared on 24 x 34 inch sheets and 11 x 17 inch reductions and shall be submitted to the city with an application for subdivision plat processing.
 - (A) Scale. The plat drawings(s) shall be drawn at a minimum scale of one hundred (100) feet to an inch or at a scale determined by the Administrator that provides legible review by the Commission.
 - (B) When more than one sheet is necessary to accommodate the entire area of the plat plus other associated information, an index sheet showing the entire subdivision at an appropriate scale shall be attached to the plat.
 - (C) Vicinity data. On the plat drawing sheet or index sheet there shall be a vicinity map to indicate the general location of the subdivision. The plat and vicinity map shall graphically indicate the physical relationship (distance) of the corner of the subdivision to a physical point, acceptable to the City Engineer as a visible reference and datum marker, and to property ownership patterns in the vicinity.

HISTORY

Amended by Ord. [21-05-06-03](#) on 5/6/2021

From: Charles West <Charles.West@lagovistatexas.gov>

Sent: Wednesday, August 13, 2025 12:18 PM

Subject: P&Z Agenda Item

To: Mayor & Council Members

Ms. Aird has raised concerns regarding the preliminary plat scheduled for consideration at tomorrow night's Planning & Zoning Commission meeting. Specifically, she referenced Section 2.16(a)(b) of the Subdivision Ordinance, which outlines requirements for public notice prior to a preliminary plat hearing:

Public Meeting. The Commission shall consider the preliminary plat in a public meeting scheduled within thirty (30) calendar days of the date the application is deemed complete. No less than seventy-two (72) hours prior to the public meeting, some from of special notice shall be published on the City website, and at least one sign shall be posted on the property. All signs shall be located along the right-of-way of the public street with the highest functional classification according to the current City Thoroughfare Plan. Additional signs shall be placed at 300-foot intervals along this same frontage, up to a maximum of three (3) signs per application.

I've highlighted the section Ms. Aird referenced. The language is ambiguous and lacks clarity. For example:

The phrase "some from of special notice" appears to be a typographical error and likely intended to read "some form."

The ordinance does not define what constitutes a "special notice" on the website. While the meeting notice is posted online, it is not in a designated or separate section, as no such section currently exists.

Regarding signage, the ordinance does not specify what information must be displayed. Development Services does not currently have signage templates or standards for subdivision applications pending before the Commission.

As I've previously noted, our ordinances are flawed and undergoing revision. However, staff's inability to comply with unclear directives should not prevent the City from fulfilling its statutory obligations under Texas Local Government Code (TX LGC) §212.009. In my view, the preliminary plat in question has already exceeded the statutory deadline and could be deemed approved. That said, the applicant has not requested automatic approval and expects the Commission to act on their application at the meeting scheduled for Thursday, August 14, 2025, at 6:00 PM.

If the Chair of the Commission chooses not to hear the item, I will have no choice but to issue a certificate of approval due to the City's failure to act within the required timeframe.

Until our ordinances are fully reviewed and updated, I recommend suspending or removing the ambiguous requirements related to "special notice" and signage 72 hours prior to the meeting. I defer to you and Brad on how best to proceed with that recommendation.

Please let me know if you have any questions.

Thank you,

Charles West

City Manager

Charles West

City Manager

P.O. Box 4727

Lago Vista, TX 78645

Office: (512) 267-1155 ext. 100

Mobile: (737) 291-8800

charles.west@lagovistatexas.gov



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 2, 2025

SUBMITTED BY: Bradford Bullock, City Attorney

SUBJECT: Discussion, Consideration, and Possible action to approve bylaws for the Lago Vista Type B Economic Development Corporation (EDC).

ATTACHMENTS:

[Lago Vista Memo on creation of Type B EDC \(2025.09.25\)](#)
[Lago Vista Certificate of Formation Draft 2025](#)
[Ord. No. 25-10-02-02 Appropriating Funds to EDC](#)
[Ord. No. 25-10-02-01.pdf](#)



MEMO

TO: Charles West, City Manager

FROM: Brad Bullock, Christina Demirs

MATTER: Formation of Type B Corporation

DATE: September 25, 2025

Questions Presented:

What are the steps for adopting a Type B sales tax and creating the Type B economic development corporation?

Analysis

1. Background. As you know, there are two types of sales tax for economic development – a “4A” and a “4B.” For reference purposes, their names are derived from their respective locations within the Development Corporation Act of 1979, which is codified in Local Gov’t Code Sec. 501, 502, 504 and 505.¹

Currently, the City has no economic development corporation, but desires to create a Type B economic development corporation. The City may impose a Section 4B tax if (1) there is voter approval, and (2) if the new combined local sales tax rate would not exceed two (2) percent. If these requirements were true, the City must fall within one of the following three categories to adopt a 4B tax:

1. The city would be eligible to adopt a Section 4A sales tax²; or
2. The city is located in a county with a population of 500,000 or more and the current combined sales tax rate does not exceed 8.25 percent at the time the Section 4B tax is proposed;³ or

¹Chapter 501, Local Government Code, referred to as the “Development Corporation Act of 1979,”

² Local Gov’t Code Sec. 505.002(3)

³ Local Gov’t Code Sec. 505.002(1)

3. The city has a population of 400,000 or more and is located in more than one county, and the combined state and local sales tax rate does not exceed 8.25 percent.⁴

Lago Vista qualifies to create a Type B EDC under No. 2 because it is located in a county with a population of 500,000 or more and the IF current combined sales tax rate does not exceed 8.25 percent at the time the Section 4Btax is proposed.

However, we are advised that Lago Vista does not have sales tax capacity at this time for a 4B tax; accordingly, the City may still create an EDC, but it must fund it with general fund dollars until a tax could be approved and implemented. Chapter 505 of the Texas Local Government Code authorizes home-rule cities like Lago Vista to create a Type B EDC. Creation only requires city council action by ordinance—not an election—if sales tax funding is not being sought at this time.

Tex. Loc. Gov't Code § 505.003(a): “A Type B corporation may be created to perform the functions this chapter authorizes.”

Tex. Loc. Gov't Code § 505.251(a): “The governing body of a municipality by ordinance may authorize the creation of a Type B corporation.”

Election requirement: Only arises when the City seeks to levy a dedicated Type B sales tax under § 505.251(b). Because Lago Vista cannot impose additional sales tax, that election ordinance is not needed.

Accordingly, we have also created a funding ordinance for your review.

2. (a) Spending Applicable to Both 4A AND 4B Taxes. Generally, both the 4A and 4B sales taxes (and general fund dollars) for economic development may be spent on development projects and incentives that create “primary jobs.”⁵ Primary jobs are defined to include jobs in crop or animal production, forestry and logging, fishing, mining, utilities, manufacturing, wholesale trade, transportation and warehousing, financial-related industry, scientific research and development, corporate management, and prisons.⁶ Proceeds from both the 4A and 4B sales tax may also be spent to promote the City, provided that no more than ten (10) percent of the tax is used for promotional purposes.⁷

The City may also spend taxes (4A, 4B, or general fund dollars) on certain infrastructure that benefits any new or expanded business, provided the infrastructure consists of streets, road, rail spurs, water and electric utilities, gas utilities, drainage and related improvements, and telecommunications and internet improvements.⁸

⁴ Local Gov't Code Sec. 505.002(2)

⁵ Local Gov't Code Sec. 501.002(12)

⁶ Local Gov't Code Sec. 501.002(12) and Sec. 505.155

⁷ Local Gov't Code Sec. 505.103

⁸ Local Gov't Code Sec. 505.154 and 501.103.

(b) Spending Applicable ONLY to the 4B Tax. 4B sales taxes may be spent on: (1) sports stadiums; (2) entertainment and convention facilities; (3) city parks; (4) affordable housing; and (5) for cities with a population of less than 20,000 or less commercial and retail economic development incentives.⁹

3. Initiating an election to approve 4B tax (inapplicable at this time, but presented for information purposes). An election to adopt a 4B tax may be initiated by either:

- City Council approval of an ordinance calling for an election on the adoption of the 4B tax;¹⁰ or
- A petition signed by a number of qualified voters that equals at least 20 percent of the voters who voted in the most recent regular city election. If the city council receives such a petition, it is required to pass an ordinance to call an election on the imposition of the tax.¹¹

When a city orders an election on the sales tax for economic development, it must follow all applicable requirements for special elections contained in the Texas Election Code, the Municipal Sales and Use Tax Act (Chapter 321 of the Texas Tax Code), which include the following:

- **Election Dates:** The election must be held on a uniform election date as provided by Chapter 41 of the Election Code which is:
 - The second Saturday in May; or
 - The first Tuesday after the first Monday in November.¹²
- **Certifying Election Results:** If the voters approve the tax, the City Council must adopt a resolution or ordinance declaring the election results in meeting minutes. The City Secretary then sends, via certified or registered mail, the certified copy of the resolution or ordinance with the election results to the Revenue Accounting, Tax Allocation Section of the Comptroller's office containing the following information:
 - The date the election was held;
 - The proposition voted on;
 - Number of votes cast in favor of adoption;
 - Number of votes cast against adoption;

⁹ Local Gov't Code Sec. 505.152, 505.153, and 505.158 (any expenditure found by the board "to promote new or expanded business development " in the City.)

¹⁰ Local Gov't Code Sec. 505.251 (stating that Chapter 321 of the Texas Tax Code governs the imposition of a 4B tax) and Texas Tax Code Section 321.401(a) (Vernon 2002) (an election may be called by the adoption of a city ordinance by city council).

¹¹ Local Gov't Code Sec. 505.251 (stating that Texas Tax Code governs the imposition of a 4B tax) and Texas Tax Code Section 321.401(c) (Vernon 2002) (requiring that the city council pass an ordinance calling for a sales tax election of a petition is presented). See Chapter 277 of the Election Code for requirements for petition signatures.

¹² Texas Election Code, Ch. 41, Sec. 41.001(a).

- Number of votes by which the proposition was approved; and
 - A statement that the proposition did pass.
- **Effective Dates:** The change in the sales tax rate becomes effective after one full calendar quarter after notice of the election has been provided to the State Comptroller. The new tax rate applies to purchases on or after the first day of that calendar quarter as provided under Section 321.102(a) of the Tax Code.
- For example, a November 2025 election (November 4, 2025), the City should send notice to the Comptroller ***no later than*** the last full week in December 2025. On April 1, 2026, the new tax rate will take effect.

4. Time for Ordering Election (inapplicable but presented for information purposes): The city should order the election by ordinance at least 62 days prior to the date of the election.¹³ Although the Tax Code requires only that the city order the election at least 30 days before the date of the election, the election code states that for uniform election dates, a city must order an election not later than the 62nd day before the election.

5. Notice (inapplicable but presented for information purposes): The City must publish notice of the election at least once in a newspaper of general circulation in the City. The notice must be published no more than 30 days and no less than 10 days before the date of the election. The notice must state the nature and date of the election, the location of each polling place, hours that the polls will be open, and any other early voting and election-related information required by law. The notice must also include the wording of all the ballot propositions. The entire notice must generally be provided both in English and Spanish.

6. “Electioneering” Prohibited: The City is prohibited from expending public funds or public resources to influence the results of an election, referred to as “electioneering.” However, the City may publish fact sheets to inform the public of the applicable statistics and proposed plans for the use of the tax.

7. Ballot Language (inapplicable but presented for information purposes): The City could use the following language for the proposition, which would be adopted through a resolution or ordinance calling for same:

PROPOSITION

The adoption of a local sales and use tax at the rate of one half of one percent (1/2 cent) to undertake any economic development project authorized under the law applicable to a Type B corporation created under Chapter 505 of the Texas Local Government Code, as amended, including projects for the general promotion and development of new or expanded business enterprises, which may also include but is not limited to projects to provide public safety facilities, streets and roads, drainage and related improvements, demolition of existing structures, general municipally owned improvements, as well as any improvements or facilities that are related to any of those projects and any other project that promotes or develops

¹³ Texas Election Code, Ch. 3, Sec. 3.005(a).

new or expanded business enterprises, projects required or suitable for use for professional and amateur sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related items that enhance any of those projects, as well as any and all costs associated with an authorized project in accordance with Texas Local Government Code Section 501.152, as well as administrative expenses, maintenance and operation expenses, promotional expenses, and the issuance of bonds for any of the above described scope of projects.

8. Additional action items to do before the election (inapplicable but presented for information purposes):

1. City would have to pass ordinance or resolution creating the Type B Corporation, i.e. approve the filing of the articles of incorporation/certificate of incorporation with the Texas Secretary of State;
 2. Appoint board members to the EDC and have new board and City Council approve bylaws of the new corporation.
-

CERTIFICATE OF FORMATION

**Lago Vista Economic Development Corporation,
A Type B Non-Profit Economic Development Corporation
Created Under Tex. Loc. Gov. Code Chapters 501, 502 And 505**

WE, THE UNDERSIGNED natural persons, each of whom is at least 18 years of age, and each of whom is qualified to sign this of Certificate of Formation of the Lago Vista Economic Development Corporation (the "Corporation") under the TEX. LOC. GOV. CODE Chapters 501, 502 and 505, as amended, with the approval of the City Council (the "Council") of the City of Lago Vista, Texas (the "City") as evidenced by the Resolution attached as Attachment "A" and made a part of these Articles for all purposes, do hereby adopt the following Certificate of Formation of the Corporation:

ARTICLE I

Name

The name of the Corporation is the "Lago Vista Economic Development Corporation," also referred to and known as "Lago Vista EDC".

ARTICLE II

Authorization

The Corporation is a nonprofit corporation and is a Type B industrial development corporation organized under TEX. LOC. GOV. CODE chapters 501, 502 and 505 (the "Code"). In the event of any conflict between any provision of this Certificate of Formation and the Code, then the provisions of the Code shall control.

ARTICLE III

Duration

The period of duration of the Corporation is perpetual.

ARTICLE IV

Purpose and Limitations

(a) The Corporation is organized exclusively for the purposes of benefiting and accomplishing public purposes of, and to act on behalf of, the City, and the specific purposes for which the Corporation is organized. The Corporation may issue bonds, notes, and other forms of debt instruments, and acquire, maintain, lease, and sell property, and interests therein, on behalf of the City, and expend the proceeds of any sales and use tax levied for the benefit of the Corporation for the promotion and development of commercial, industrial and manufacturing enterprises, to promote and encourage employment and the public welfare, pursuant to the Code. The Corporation may finance and undertake any such project, subject to the regulations and limitations set forth in

the Code. The Corporation is a constituted authority and a public instrumentality within the meaning of the regulations of the United States Treasury Department and the rulings of the Internal Revenue Service prescribed and promulgated pursuant to Section 103 of the Internal Revenue Service Code of 1954, as amended, and the Corporation is authorized to act on behalf of the City, as provided herein.

(b) In the fulfillment of its corporate purpose, the Corporation shall have and may exercise the powers described in this Article, together with all of the other powers granted to the corporations that are incorporated under the Code, and to the extent not in conflict with the Code, the Corporation shall additionally have and may exercise all of the rights, powers, privileges, authorities, and functions given by the general laws of the State of Texas to nonprofit corporations under the Texas Non-Profit Corporation Act, as amended, Chapter 22 of the Texas Business Organizations Code.

(c) The Corporation shall have the purposes and powers permitted by the Code pursuant to the authority granted in Article III, Section 52-a of the Texas Constitution, but the Corporation does not have, and shall not exercise the powers of sovereignty of the City, including the power to tax (except for the power to receive and use the sales and use taxes specified in the Code) and the police power, except that the Corporation shall have and may exercise the power of eminent domain when the exercise thereof is approved by the Council. However, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practice and Remedies Code), the Corporation is a governmental unit and its actions are governmental functions.

(d) The Corporation is not a political subdivision or political corporation of the State of Texas within the meaning of its constitution and laws, including without limitation Article III, Section 52 of said constitution, and no agreements, bonds, debts or obligations of the Corporation are or shall ever be deemed to be the agreements, bonds, debts or obligations, or the lending of credit, or a grant of public money or thing of value, of or by the City, or any other political corporation, subdivision or agency of the State of Texas, or a pledge of the faith and credit of any of them.

ARTICLE V

Members

The Corporation has no members and is a non-stock corporation.

ARTICLE VI

Address and Registered Agent

The street address of the present registered office of the Corporation is Lago Vista City Hall, 5803 Thunderbird Street, Lago Vista, Texas 78645. The name of its initial registered agent at 5803 Thunderbird Street, Lago Vista, Texas is Charles West, City Manager of the City of Lago Vista, Texas. The Corporation's permanent registered agent, shall be Director of Economic Development, Eric Zeno, Interim Executive Director of the Corporation (or [name]'s successor to the position of Executive Director of the Corporation), who may be served with process at the present registered office of the Corporation.

ARTICLE VII
Board of Directors

(a) The affairs of the Corporation shall be managed by a Board of Directors consisting of seven (7) Directors appointed by the City Council of Lago Vista. Three directors must be persons who are not employees, officers, or members of the governing body of the City of Lago Vista. Eligibility for Board of Director Membership shall be as stated in the Corporation bylaws and otherwise consistent with applicable law.

(b) The names and street addresses of the persons who are to serve as the initial directors and the dates of expiration of their initial terms as directors are as follows:

NAMES	SEAT NO.	ADDRESS	TERM EXPIRES
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(c) The terms of office for the Board of Directors shall be two years. A director holds office until the term of office expires or he or she is removed from office by the governing body of the City and until a successor is elected, appointed, or designated and qualified.

(d) Any vacancy occurring on the Board of Directors through death, resignation, removal, or otherwise shall be filled by appointment by the governing body of the City to hold office for a term to be determined as provided in the Corporations bylaws.

ARTICLE VIII
City Council Approval

The City has specifically authorized the Corporation, by Resolution, to act on its behalf to further the public purposes stated in said Resolution and this Certificate of Formation, and the City has, by said Resolution, approved this Certificate of Formation. A copy of said Resolution is attached to this Certificate of Formation and made a part hereof for all purposes.

ARTICLE IX
Restrictions

No dividends shall ever be paid by the Corporation and no part of its net earnings remaining after payment of its expenses shall be distributed to or inure to the benefit of its Directors or officers or any individual, firm, corporation or association, except that in the event the Board of Directors shall determine that sufficient provision has been made for the full payment of the expenses, bonds and other obligations of the Corporation, then any net earnings of the Corporation thereafter accruing shall be paid to the City. No part of the Corporation's activities shall be carrying on propaganda, or otherwise attempting to influence legislation, and it shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE X
Dissolution

If the Corporation ever shall be dissolved when it has, or is entitled to, any interest in any funds or property of any kind, real, personal or mixed, such funds or property or rights thereto shall not be transferred to private ownership, but shall be transferred and delivered to the City after satisfaction or provision for satisfaction of debts and claims.

ARTICLE XI
Original Incorporators/Organizer

The name and street address of each original Incorporator is:

Mayor Elect, Shane Saum	5803 Thunderbird St., Lago Vista, TX 78645
City Manager, Charles West	5803 Thunderbird St., Lago Vista, TX 78645
Director of Economic Development, Eric Zeno	5803 Thuderbird St., Lago Vista, TX 78645

Lago Vista City Hall
5803 Thunderbird Street,
Lago Vista, TX .

ARTICLE XII
BOARD OF DIRECTORS

The initial bylaws of the Corporation shall be in the form and substance approved by the City Council in its Resolution approving its Certificate of Formation. Such bylaws shall be adopted by the Corporation's Board and shall, together with these Articles of Incorporation, govern the internal affairs of the Corporation until and unless amended in accordance with these Articles.

This Certificate of Formation shall become effective upon filing with the Secretary of State of the State of Texas.

SIGNED AND DATED as of the ____ day of _____, 2025.

Organizer

ORDINANCE NO. 25-10-02-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, APPROPRIATING GENERAL FUND REVENUES TO THE LAGO VISTA ECONOMIC DEVELOPMENT CORPORATION; AUTHORIZING THE TRANSFER OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lago Vista, Texas, has authorized the creation of the Lago Vista Economic Development Corporation (“LVEDC”), a Type B economic development corporation organized under Chapters 501, 502, and 505 of the Texas Local Government Code;

WHEREAS, the City Council desires to appropriate general fund revenues to provide initial funding for the operations and activities of the LVEDC;

WHEREAS, Chapter 102 of the Texas Local Government Code authorizes the governing body of a municipality to adopt and amend its budget by ordinance to provide for the appropriation of municipal funds;

WHEREAS, the City Council finds that providing such funding serves a valid public purpose by promoting and developing new and expanded business enterprises, enhancing employment opportunities, and promoting the public welfare of the City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, THAT:

SECTION 1. APPROPRIATION OF FUNDS. The City Council hereby appropriates from the General Fund the amount of \$_____ to be transferred to the Lago Vista Economic Development Corporation to provide for its initial operations and expenses.

SECTION 2. AUTHORIZATION OF TRANSFER. The City Manager and Finance Director are authorized and directed to take all necessary actions to transfer said funds to the LVEDC in accordance with applicable law and accounting practices.

SECTION 3. PURPOSE OF FUNDING. Funds appropriated pursuant to this Ordinance shall be used by the LVEDC for lawful purposes as authorized by Chapters 501 and 505 of the Texas Local Government Code, including administrative, operational, and project-related expenses.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and approval by the City Council.

PASSED AND APPROVED this 2nd day of October 2025.

CITY OF LAGO VISTA

Kevin Sullivan, Mayor

ATTEST:

Robin Smith, City Secretary

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

ORDINANCE NO. 25-02-10-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AUTHORIZING THE CREATION OF THE LAGO VISTA ECONOMIC DEVELOPMENT CORPORATION (“LVEDC”), A TYPE B ECONOMIC DEVELOPMENT CORPORATION UNDER THE TEXAS LOCAL GOVERNMENT CODE; APPROVING THE CERTIFICATE OF FORMATION; APPOINTING THE INITIAL BOARD OF DIRECTORS; APPOINTING A REGISTERED AGENT AND DESIGNATING A REGISTERED OFFICE; APPROVING THE FORM OF BYLAWS; PROVIDING AUTHORIZATION TO FILE THE CERTIFICATE OF FORMATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lago Vista, Texas, finds that it is in the best interest of the citizens of Lago Vista to authorize the creation of a Type B economic development corporation pursuant to Chapters 501, 502, and 505 of the Texas Local Government Code (the “Code”), for the purpose of promoting and developing new and expanded business enterprises and other lawful projects as authorized by the Code;

WHEREAS, the Certificate of Formation attached hereto as Exhibit “A” accurately reflects the intent of the City Council;

WHEREAS, the City Council desires to appoint the initial Board of Directors of the Lago Vista Economic Development Corporation in accordance with Tex. Loc. Gov’t Code § 505.051;

WHEREAS, the City Council further desires to appoint a Registered Agent and designate a Registered Office for the Lago Vista Economic Development Corporation in accordance with Tex. Loc. Gov’t Code § 505.056;

WHEREAS, the City Council finds it necessary and proper to authorize designated persons to execute and file the Certificate of Formation with the Texas Secretary of State as provided by law;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, THAT:

SECTION 1. INCORPORATION OF RECITALS. The above recitals are true and correct and are hereby adopted as findings of fact and made a part of this Ordinance for all purposes.

SECTION 2. CREATION OF CORPORATION; CERTIFICATE OF FORMATION. Pursuant to Tex. Loc. Gov’t Code § 505.251(a), the City Council hereby authorizes the creation of the Lago Vista Economic Development Corporation as a Type B economic

development corporation under the Code. The Certificate of Formation attached hereto as Exhibit “A” is approved.

SECTION 3. INITIAL BOARD OF DIRECTORS. The following individuals are appointed as the initial Board of Directors of the Corporation in accordance with Tex. Loc. Gov’t Code § 505.051:

- Name, Address
- Name, Address
- Name, Address
- Name, Address
- Name, Address
- Name, Address
- Name, Address

SECTION 4. REGISTERED AGENT AND REGISTERED OFFICE. Mayor Elect, Shane Saum, City Manager, Charles West, and Director of Economic Development, Eric Zeno is appointed as Registered Agents, and the registered office of the Corporation is designated as Lago Vista City Hall, 5803 Thunderbird Street, Lago Vista, Texas 78645.

SECTION 5. ORGANIZERS. The following individuals are authorized and directed to execute and file the Certificate of Formation with the Texas Secretary of State:

- Name, Title
- Name, Title
- Name, Title

SECTION 6. FORM OF BYLAWS. The form of Bylaws attached hereto as Exhibit “B” is approved for adoption by the initial Board of Directors. The Mayor is authorized to sign the Bylaws following their adoption by the initial Board.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and approval by the City Council.

PASSED AND APPROVED this 2nd day of October, 2025.

Kevin Sullivan, Mayor

ATTEST:

Robin Smith, City Secretary

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

BYLAWS
of
LAGO VISTA ECONOMIC DEVELOPMENT
CORPORATION
A Non-Profit Corporation
Lago Vista, Texas

Section I
OFFICES

1.01. Registered Office and Registered Agent

The Lago Vista Economic Development Corporation (“Corporation”) shall have and continuously maintain in Lago Vista, Travis County, Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The Board of Directors may, from time to time, change the registered agent and / or the address of the registered office. Such change shall be reflected in appropriate amendments to documents filed with the Secretary of State’s office as required by law.

The registered office of the Corporation is located at 5803 Thunderbird St, Lago Vista, Texas 78645. The Registered Agent is its Executive Director, who receives mail at the same address.

1.02. Principal Office

The principal office of the Corporation in the State of Texas shall be located in the City of Lago Vista, County of Travis, and it may be, but need not be, identical with the registered office of the Corporation.

Section II
PURPOSES

2.01. Purposes

The Corporation is a non-profit corporation specifically governed by the Texas Development Corporation Act of 1979, as amended. The purpose of the Lago Vista Economic Development Corporation is to promote, assist, encourage, and develop business, commerce, tourism, economic development activities, and community development projects within the City of Lago Vista, in accordance with the Articles of Incorporation and Chapter 505 of the Texas Local Government Code.

The Economic Development Advisory Committee existent at the formation of the Corporation will cease to exist.

Section III **MEMBERS**

3.01. Members

The Corporation shall have no members.

Section IV **BOARD OF DIRECTORS**

4.01. Board of Directors

The business and affairs of the Corporation and all corporate powers shall be exercised by or under authority of the Board of Directors (the “Board”), appointed by the City Council of the City of Lago Vista (“City Council”), and subject to applicable limitations imposed by the Texas Non-Profit Corporation Act, the Texas Business Corporation Act, the Articles of Incorporation, or these By-Laws. The Board may, by contract, resolution, or otherwise, give general or limited or special power and authority to the Officers and employees of the Corporation to transact the general business or any special business of the Corporation, and may give Powers of Attorney to agents of the Corporation to transact any special business requiring such authorization.

The Board may plan and direct its work and will be charged with the responsibility of carrying out the Corporation’s programs as adopted and planned by the Board.

4.02. Numbers, Qualifications, Composition, and Term

The City Council shall appoint the Directors of the Corporation. The number of Directors shall be seven (7). Each Director shall meet the following qualification:

Reside within the corporate city limits of the City of Lago Vista, Texas. If the City Council is unable to find qualified Director(s) that reside within the City, it may seek and appoint a Director(s) that resides within the City’s extraterritorial jurisdiction. If the City is unable to find qualified Director(s) that reside within the City or within the City’s extraterritorial jurisdiction, the City may seek and appoint a Director(s) that resides within the boundaries of the Lago Vista Independent School District.

The City Council shall consider an individual’s experience, accomplishments, and educational background in appointing members to the Board to ensure that the interests and concerns of all segments of the community are considered.

A maximum of two members of the Board may be members of the Lago Vista City Council.

The terms of office for the Directors shall be (2) years. Directors shall be removable at

anytime by the City Council.

4.03. Vacancies

In the event vacancies occur on the Board of Directors, the remaining members shall determine potential new Directors, applying the same criteria and qualifications set out in Section 4.02, and shall make recommendations to the City Council of possible replacement members. The City Council shall then appoint replacements from the persons recommended by the Board. In the event the Council rejects all recommendations, the Board shall determine new potential replacements and make additional recommendations to the Council.

4.04. General Duties of the Board

The Board is hereby required to perform the following duties:

1. The Board shall develop an overall economic development plan for the City which shall include and set forth goals which the Board deems necessary to accomplish in compliance with its overall economic development plan. Such plan shall be approved by the City Council of the City of Lago Vista. The overall development plan developed by the Board shall be one that includes the following elements:
 - (a) An economic development strategy to permanently bolster the business climate throughout the City.
 - (b) Strategies to fully utilize the assets of the City which enhance economic development.
 - (c) Identification of strategies to coordinate public, private and academic resources to develop and enhance business opportunities for all citizens of Lago Vista. This plan shall include methods to improve communication and cooperation between the Corporation, the City, and the Lago Vista Chamber of Commerce and other community groups or governmental entities in the City limits.
 - (d) Assurance of accountability of all tax monies expended for its implementation of the overall economic development plan.
 - (e) Identification of strategies and provide for implementation of identified strategies for direct economic development as defined in this Section.
 - (f) An annual work plan outlining the activities, tracks, projects and programs to be undertaken by the Board during the upcoming fiscal year. The Annual Work Plan shall be submitted to the City Council with the Annual Budget as outlined in these By- Laws.
 - (g) The Corporation through its Board shall employ such personnel as may be necessary to discharge the Corporation's Purposes, who shall be governed by the City's personnel policies and procedures. The compensation of all Corporation employees shall be set by the Board in its annual budget and shall be comprised of salary and

benefits commensurate with the City's salary and benefits for similar employees. Employees of the Corporation shall report to and be governed by the Board in the performance of their official duties and shall at all times work cooperatively with the City to maintain a strong partnership. Any costs incurred by the City in administering Corporation personnel, payroll, or benefits shall be reimbursed annually by the Corporation pursuant to a written agreement.

2. The Board shall review and update its overall Economic Development Plan once each year to ensure that the Plan is aligned with the current economic climate and is capable of meeting the City's current economic development needs.
3. The Board shall expend, in accordance with State law, the funds received by it on economic development where such expenditures will have a direct benefit to the citizens of Lago Vista. The Corporation's focus will be primarily in the areas of:
 - (a) Business retention and expansion
 - (b) Formation of new businesses
 - (c) Business attraction
4. The Corporation may also include community development projects (as set out in Chapter 505 of the Texas Local Government Code) in its annual work plan.
5. The Corporation shall make regular reports to the City Council at least three times annually on such dates as determined by the City Council and City Manager. The City may request additional reports with reasonable notice to the Corporation. The regular reports shall consist of (but not be limited to) the following information:
 - (a) An overview of the revenues and expenditures of the Corporation to date;
 - (b) A review of the current accomplishments of the Corporation;
 - (c) An update on current projects being monitored by the Board and staff of the Corporation (which may be delivered in executive session when permitted by law);
 - (d) Any updates to the Corporation's Strategic Plan;
 - (e) Anticipated short term and long-term challenges in achieving the goals of the Strategic Plan.

4.05. Implied Duties

The Corporation is authorized to do that which the Board deems desirable to accomplish any of the purposes or duties set out or alluded to in the Corporation's Articles of Incorporation, these By-Laws, and in accordance with State law.

4.06. Meetings

The Board shall meet at least once each month at a place in the City and time to be determined by the President. Any member of the Board may request that an item be placed on the agenda by delivering the same in writing to the Secretary of the Board or the Executive Director no later than ten (10) days prior to the date of the Board meeting. The President of the Board shall set regular meeting dates and times at the beginning of their term of office.

At the request of any three (3) Directors, a meeting of the Economic Development Corporation shall be called in the absence, inability, or refusal of the President.

Notice of any meeting shall be given to the public in accordance with the requirements of the Texas Open Meetings Act. The notice shall contain information regarding the particular time, date, and location of the meeting and the agenda to be considered. All meetings shall be conducted in accordance with the Texas Open Meetings Act.

The Annual Meeting of the Board of Directors shall be during the month of December of each year.

4.07. Attendance

Regular attendance of the Board meetings is required of all Members. The following number of absences may constitute the need for replacement of a member: three (3) consecutive absences, or attendance reflecting absences constituting 50% of the meetings over a twelve (12) month period. In the event replacement is indicated, the member will be counseled by the President and, subsequently, the President shall submit in writing to the City Secretary the need to replace the Board member in questions.

4.9. Quorum

For the purpose of convening meeting and transacting business, a simple majority of the Directors shall constitute a quorum. If there is an insufficient number of Directors present to convene the meeting, the presiding Officer shall adjourn the meeting without the board taking any action.

4.10. Compensation

The duly appointed members of the Board shall serve without compensation but shall be reimbursed for actual or commensurate cost of travel, lodging and incidental expenses while on official business of the Board in accordance with State law.

4.11. Voting: Action of the Board of Directors

Directors must be present (as defined in the Texas Open Meetings Act) in order to vote at any meeting. Unless otherwise provided in these By-Laws or in the Articles of Incorporation or as required by law, the act of a simple majority of the Directors present at any meeting for which a quorum is present shall be the act of the Board of Directors.

In the event that a Director is aware of a conflict of interest or potential conflict of interest, with regard to any particular vote, the Director shall bring the same to the attention of the meeting and shall abstain from the vote.

4.12. Board's Relationship with City Council

The City Council shall require that the Corporation be responsible for the proper discharge of its duties assigned in these By-Laws. All policies for program administration shall be submitted for Council approval, and the Board shall administer said programs accordingly. The Board shall determine its policies and direction within the limitations of the duties herein imposed by applicable laws, the Articles of Incorporation, these By-Laws, contracts entered into with the City, and budget and fiduciary responsibilities.

Section V **OFFICERS**

5.01. Officers of the Corporation

The elected Officers of the Corporation shall be a President, Vice President, and Secretary. Any two (2) or more offices may be held by the same person, except the office of President.

5.02. Selection and Term of Officers, Holdover

The President, Vice President, and Secretary shall be elected by the Board at its annual meeting and shall serve a term of two (2) years.

5.03. Vacancies

Vacancies in any Office which occur by reason of death, resignation, disqualification, removal, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term of that office, in the same manner as other Officers are elected to the Board.

5.04. President

The President shall be the presiding Officer of the Board with the following authority:

1. Shall preside over all meetings of the Board;
2. Shall have the right to vote on all matters coming before the Board;
3. Shall have the authority, upon notice to the members of the Board, to call a Special Meeting of the Board when in his judgment such meeting is required;
4. Shall have the authority to appoint Standing Committees to aid and assist the Board in its business undertakings or other matters incidental to the operation and functions of the Board; and

5. Shall have the authority to appoint Ad Hoc Committees which may address issues of a temporary nature or concern, or which have a temporary effect on the business of the Board.

5.05. Vice President

In the absence of the President, or in the event of the President's inability to act, the Vice President shall perform the duties of the President. When so acting, the Vice President shall have all power of and be subject to all the same restrictions as upon the President. The Vice President shall also perform other duties as from time to time may be assigned by the President.

5.06. Secretary

The Secretary shall keep, or cause to be kept, at the Corporation's registered office a record of the minutes of all meetings of the Board and of any Committees of the Board. The Secretary shall also file the Minutes with the City Secretary and the same to be retained in accordance with the provisions of these By-Laws, or as required by the Texas Open Meetings act or the Texas Public Information Act or other applicable law. The City Secretary shall be custodian of the corporate records and Seal of the Corporation and shall keep a register of the mailing address and street address, if different, of each Director.

5.07. Contracts for Service

The Corporation may, with approval of the City Council, contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties and accomplishment of its Purposes. The Corporation shall follow all City purchasing policies and procedures, unless the Board determines otherwise, in which event the Corporation shall follow all purchasing requirements set out in State law. No contract of the Corporation shall ever be approved or entered into which seeks or attempts to divest the Board of Directors of its discretion and policymaking functions in discharging the duties set forth in these By-Laws.

Section VI **COMMITTEES**

6.01. Qualifications for Committee Membership

Members of Committees shall be appointed by the President and approved by the Board. Committee members need not be members of the Lago Vista Economic Development Corporation unless required by these By-Laws or Board resolution creating the Committee.

6.02. Standing Committees

The President shall have authority to appoint the following Standing Committees of the Board and such other Committees as the Board may deem appropriate for the future.

1. **Budget, Finance and Audit Committee.** This Committee shall have the responsibility of working with City Staff and Corporation employees as necessary in the formation and promotion of the Annual Budget of the Board. The Committee shall present the budget to the Board and, upon approval, shall present, in accordance with these By-Laws, the budget to the City Council. In addition to the preparation of the budget for the Board, the Committee shall monitor all budget expenditures of the Board and keep the Board advised in such matters. The Committee shall further have the responsibility to oversee and work with auditors of the City or outside auditors, when audits of the Corporation or Board are being performed.

6.03. Special Committees

The President may determine from time to time that other Committees are necessary or appropriate to assist the Board of Directors, and shall designate, subject to Board approval, the members of the respective Committees.

No such Committee shall have independent authority to act for or in the place of the Board of Directors with regard to the following matters: amending, altering, or repealing the By-Laws, electing, appointing or removing any member of any such Committee or any Director or Officer of the Corporation; amending the Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking the proceedings therefore; adopting a plan for the distribution of the assets of the Corporation; or amending, altering, or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered, or repealed by such Committee.

The designation and appointment of any such Committee and delegation to that Committee of the authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed by law.

6.04. Terms of Office of Committee Members

Each member of a Committee shall continue as such until the next annual appointment of the Board of Directors and until his or her successor on the Committee is appointed, unless the Committee shall be sooner terminated or unless such member has ceased to serve on the Board of Directors, or unless such member is removed from such Committee.

Any Committee member may be removed from Committee membership by the President, with Board approval, whenever in their judgment the best interests of the Corporation would be served by such removal.

6.05. Vacancies of Committees

Vacancies in the membership of any Committee may be filled in the same manner as provided with regard to the original appointments to that Committee.

6.06. Ex-Officio Members

At the discretion of the Board of Directors, the President or Executive Director of the Lago Vista Chamber of Commerce may attend all open meetings of the Board of Directors or Committees. This representative shall not have the power to vote in the meetings. Their attendance shall be for the purpose of providing the Chamber perspective on the business of the Corporation and ensuring that information about the meetings is accurately communicated to the Chamber.

The Board may also, in its discretion, provide by resolution for other ex officio persons to attend its meetings.

Section VII **FINANCIAL ADMINISTRATION**

The Corporation shall contract with the City for Financial and accounting services. The Corporation's finance and accounting records shall be maintained according to the requirements of state law.

7.01. Fiscal Year

The fiscal year of the Corporation shall begin on October 1 and end on September 30 of the following year. A budget for the forthcoming fiscal year shall be submitted to, and approved by, the Board of Directors, and the City Council of the City of Lago Vista. In submitting the budget to the City Council, the Board of Directors shall submit the budget on forms prescribed by the City and in accordance with the annual budget preparation schedule as set forth by the City. The budget shall be submitted to the Mayor for inclusion in the annual budget presentation to the City Council. The budget proposed for adoption shall include the projected operating expenses, and such other budgetary information as shall be useful to or appropriate for the Board of Directors and the City Council of the City of Lago Vista.

7.02. Contracts

As provided above, the President and Secretary shall execute any contracts or other instruments which the Board has approved and authorized to be executed, provided that the Board may by appropriate resolution, authorize any other Officer or Officers or any other agent or agents to enter into contracts or execute and deliver any instrument in the name and on behalf of the Corporation. When appropriate, the Board may grant a specific or general Power of Attorney to carry out some action on behalf of the Board, provided, however, that no such Power of Attorney may be granted unless an appropriate resolution of the Board authorizes the same to be done.

7.03. Checks and Drafts

Checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed or bear the facsimile of one of the following individuals: the President, Vice President or the Secretary of the Economic Development Corporation and by an appropriate City official as required by the financial rules of

the City. Deposits

All funds of the Corporation shall be deposited by the City in accordance with their depository procedures on a regular basis to the credit of the Corporation in a local bank which shall be federally insured and shall be selected following procedures and requirements for selecting a depository as set forth in Chapter 105 of the Local Government Code.

7.04. Gifts

The Board may accept on behalf of the Corporation any contribution, gift, bequest, or device for the general purposes of the Corporation, or for any specific purposes of the Corporation.

7.05. Purchasing

All purchases made and contracts executed by the Corporation shall be made in accordance with the requirements of the Texas Constitution and statutes of the State of Texas.

7.06. Investments

Temporary and idle funds which are not needed for immediate obligations of the Corporation may be invested in any legal manner provided in the Public Funds Investment Act.

7.07. Bonds

Any bonds issued by the Corporation shall be in accordance with the statute governing this Corporation but in any event, no bonds shall be issued without approval of the City Council after review and comments by the City's bond counsel and financial advisor.

7.10. Uncommitted Funds

Any uncommitted funds of the Corporation at the end of the fiscal year shall be considered a part of the Undesignated Fund Balance.

The Undesignated Fund Balance may be committed for any legal purpose provided the Corporation's Board of Directors and the City Council both approve such commitment. This may include the establishment of a Permanent Reserve Fund which shall be accumulated for the purpose of using the interest earnings of such fund to finance the operation of the Corporation.

Section VIII
BOOKS AND RECORDS

8.01. Books and Records

The Corporation shall keep correct and complete books and records of all actions of the Corporation, including books and records of account and the minutes of meetings of the Board of Directors and of any Committee having any authority of the Board and to the City Council. All books and records of the Corporation may be inspected by Directors of the Corporation, and any information which may be designated as public information by law shall be open to public inspection at any reasonable time. The Texas Public Information Act shall apply to disclosure of public information.

Section IX
SEAL

9.01. Seal

The Board of Directors shall obtain a corporate seal which shall bear the words “Corporate Seal of Lago Vista Economic Development”; the Board may thereafter use the Corporate Seal and may later alter the seal as necessary without changing the corporate name; but these By-Laws shall not be construed to require the use of the Corporate Seal.

Section X
PARLIAMENTARY AUTHORITY

10.01. Amendments to By-Laws

These By-Laws may be altered, amended, or repealed or new Bylaws adopted by the affirmative vote of 5 Board members, at any regular meeting, or any special meeting of the Board, provided that notice of such meeting to discuss proposed amendments shall be given to the members of the Board and the general public not less than 7 days prior to such meeting and that such notice shall contain a copy of the proposed amendment or amendments. Said amendments shall be effective only upon approval by the Lago Vista City Council.

Notwithstanding the foregoing, no amendment shall become effective unless and until the City Council approves the amendment.

Section XI
DISSOLUTION

11.01. Dissolution

The Corporation may be dissolved in accordance with applicable State law.

Section XII

INDEMNITY

12.01. Indemnity

The Board of Directors shall authorize the Corporation to provide a Directors' and Officers'/Public Liability Insurance Policy to pay or reimburse any current or former Director or Officer of the Corporation for any costs, expenses, fines, settlements, judgments, and other amounts, actually and reasonable incurred by such person in any action, suit, or proceeding to which he or she is made a party by reason of holding such position as Officer or Director under the guidelines of said policy; provided, however, that such Officer or Director shall not receive such indemnification if finally adjudicated in such instance to be liable for gross negligence or intentional misconduct in office. The indemnification herein provided shall also extend to good faith expenditures incurred in anticipation of, or preparation for, threatened or proposed litigation with the assistance of the Lago Vista City Attorney. The Board of Directors may, in proper cases, extend the indemnification to cover the good faith settlement of any such action, suit, or proceedings, whether formally instituted or not.

Nothing in this section creates personal liability on the part of Officers and Directors to any extent not otherwise provided by statute or case law.

The Corporation shall indemnify and hold harmless and defend the City of Lago Vista, its officers, agents, and its employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorneys' fees and other reasonable costs arising out of or resulting from the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Corporation, including but not limited to its officers, agents, employees, licensees, invitees, and other persons.

The Corporation further agrees that it shall at all times exercise reasonable precautions on behalf of and be solely responsible for, the safety of its officers, agents, employees, licensees, invitees, and other persons, as well as their property, while in the vicinity where activities are being performed. It is expressly understood and agreed that the City of Lago Vista shall not be liable or responsible for the negligence of Corporation including but not limited to its officers, agents, employees, licensees, invitees, and other persons.

It is further agreed with respect to the above indemnity, that City of Lago Vista and Corporation will provide the other prompt and timely notice of any event covered which in any way, direct or indirectly, contingently or otherwise, affects or might affect Corporation or City of Lago Vista, and City of Lago Vista shall have the right to compromise and defend the same to the extent of its own interests. It is further agreed this indemnity clause shall be an additional remedy to the City of Lago Vista and not an exclusive remedy.

Section XIII MISCELLANEOUS

13.01. Relation to Articles of Incorporation

These Bylaws are subject to, and governed by, the Articles of Incorporation and applicable State statutes under which the Corporation is organized.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 2, 2025

SUBMITTED BY: Brad Bullock, City Attorney

SUBJECT: Discussion, Consideration and Possible action regarding Resolution No. 25-2152 dedicating required public parkland in the Tessera on Lake Travis subdivision by Hines Lake Travis Land II Limited Partnership to the City, including a correction deed concerning a prior dedication for the purpose of correcting scrivener’s errors regarding the pool property dedication.

BACKGROUND: This item considers approval of Resolution No. 25-2152, relating to the dedication of parkland within the Tessera on Lake Travis development by Hines Lake Travis Land II Limited Partnership. The Resolution would accept dedication of designated parkland areas in accordance with the City’s subdivision and parkland dedication requirements.

Under the Tessera development agreement, Hines is required to dedicate parkland based on the terms of the agreement and the City’s parkland dedication ordinance. A prior dedication contained scrivener’s errors related to the dedication of the pool property, which led to confusion about what was dedicated. Since then, staff and legal counsel for the City and Hines met and prepared the attached documents, which dedicate additional required parkland to the City and cleaned up the prior scrivener’s error related to the pool property.

RECOMMENDATION: Staff recommends approval of Resolution No. 25-2152.

ATTACHMENTS:
[Correction Deed - Swimming Pool Lot 9-23-25\(2\).pdf](#)
[Lago Vista Dedication Deed - ADA Ramp 9-23-2025.pdf](#)
[Trail Easement LV 9-23-25.pdf](#)

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

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**CORRECTION SPECIAL WARRANTY DEED DEDICATING
PROPERTY AS PUBLIC PARKLAND**

THIS CORRECTION SPECIAL WARRANTY DEED is made to be effective as of July 1, 2020, by **HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP**, a Texas limited partnership ("Grantor") and the **CITY OF LAGO VISTA, TEXAS** ("Grantee").

RECITALS

1. Grantor conveyed the Property (defined below) to Grantee by that certain Special Warranty Deed Dedicating Property as Public Parkland dated July 1, 2020, ("Original Deed") and recorded in Document No. 2020138287, Official Public Records of Travis County, Texas.

2. Due to a scrivener's error, the second paragraph on the second page of the Original Deed mistakenly referred to Lot 17R1-X, Block D, of the Replat known as Lots 17R1-X & 17R2-X, Block D, Tessera on Lake Travis Phase 1A, according to the subdivision plat recorded in Document No. 202000006, Official Public Records of Travis County, Texas, rather than Property described in Exhibit A attached to the Original Deed being Lot 17R2-X, Block D, of the Replat known as Lots 17R1-X & 17R2-X, Block D, Tessera on Lake Travis Phase 1A, according to the subdivision plat recorded in Document No. 202000006, Official Public Records of Travis County, Texas.

3. Grantor and Grantee desire to make and execute this Correction Special Warranty Deed Dedicating Property as Public Parkland (the "Correction Deed") in order to correct the scrivener error described in the preceding Recital by conforming the property description in the second paragraph on the second page of the Original Deed to the Property description in Exhibit A attached to the Original Deed.

4. Grantor and Grantee desire that this Correction Deed supersede and replace the Original Deed in its entirety.

NOW THEREFORE, HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP, a Texas limited partnership ("Grantor"), for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration to it paid, by the CITY OF LAGO VISTA, TEXAS ("Grantee") whose address is 5803 Thunderbird Drive, Lago Vista, Texas, the receipt of which is hereby acknowledged and confessed, has Granted, Sold and Conveyed, and by these

presents does Grant, Sell and Convey, unto Grantee as dedicated public parkland and for all other purposes for which a public parkland is commonly used, including installing, repairing, maintaining, altering, replacing, relocating and operating facilities in, into, upon, over, across, and under all that certain tract or parcel of real estate, lying and being situated in the County of Travis, State of Texas, and more particularly described on Exhibit "A" attached hereto (the "Property"), subject, however, to the following reservations from and exceptions to conveyance and warranty:

Taxes and assessments by any taxing authority for the year 2018 and thereafter, together with subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership;

Easements, restrictions, reservations, covenants, and rights-of-way of record and/or apparent on the Property;

Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, protrusions or any overlapping of improvements;

Utility easements and prescriptive rights visible and apparent on the ground, including easements, or claims of easements, which are not recorded in the public records;

Rights to oil, gas and other minerals of every kind and character in, on and under the property, together with the rights, privileges and immunities relating thereto.

Further, Grantor hereby reserves from this conveyance access, parking, communication, utility and water line easements on the Property for the benefit of Lot 17R1-X, Block D, of the Replat known as Lots 17R1-X & 17R2-X, Block D, Tessera on Lake Travis Phase 1A, according to the subdivision plat recorded in Document No. 202000006, Official Public Records of Travis County, Texas, together with all and singular the rights and appurtenances thereto in any way belonging, in accordance with the terms and conditions set forth in the attached Exhibit "B".

To have and to hold the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, and it does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by and through Grantor, but not otherwise.

Parkland Dedication requirements are being met by dedication of Lot 17R2-X, Block D, of the Replat known as Lots 17R1-X & 17R2-X, Block D, Tessera on Lake Travis Phase 1A, according to the subdivision plat recorded in Document No. 202000006, Official Public Records of Travis County, Texas, being approximately 1.208 acres pursuant to Chapter 10, Subdivision, Section 5, Parkland Dedication, of the City's Code of Ordinances.

Grantee further acknowledges and agrees that to the maximum extent permitted by law, the conveyance of the Property as is made "AS IS" AND WITH ALL FAULTS and Grantor has not made, does not make and specifically negates and disclaims any representations, warranties,

promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied concerning or with respect to the Property regarding the Property's compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including the existence of hazardous substances in or on the Property, whether in the past or present.

Grantee joins in the execution of this Deed to acknowledge Grantee's agreement to the above stated exceptions and reservations from this conveyance, including the easements reserved by Grantor subject to the terms and conditions set forth in the attached Exhibit "B".

[Signature pages begin on next page]

GRANTOR

HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP,
a Texas limited partnership

By: Hines Lake Travis II GP LLC,
a Delaware limited liability company,
its general partner

By: Hines Interests Limited Partnership
a Delaware limited partnership,
its sole member

By: _____
Name: Robert W. Witte
Title: Senior Managing Director

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025 by Robert W. Witte, Senior Managing Director of HINES INTERESTS LIMITED PARTNERSHIP, a Delaware limited partnership, in its capacity as sole member of HINES LAKE TRAVIS II GP, LLC, a Delaware limited liability company, in its capacity as general partner of HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP, a Nevada limited partnership, on behalf of said entities.

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____, 2025.

Notary Public, State of Texas

GRANTEE:

**CITY OF LAGO VISTA, TEXAS, a Texas
home rule municipal corporation**

By: _____
Kevin Sullivan, Mayor

Date: _____

ATTEST:

Robin Smith, City Secretary

APPROVED AS TO FORM:

Brad Bullock, City Attorney

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The City of Lago Vista, Texas, a body politic and political subdivision of the State of Texas did at a regular meeting with a quorum being present, on _____, 2025 vote to authorize the acceptance of this dedication of the Easement.

Kevin Sullivan, Mayor

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2025 by Kevin Sullivan, in his capacity as Mayor of the City of Lago Vista, Texas.

Notary Public in and for
The State of Texas

EXHIBIT A
DESCRIPTION OF PROPERTY

Lot 17R2-X, Block D, of the Replat known as Lots 17R1-X & 17R2-X, Block D, Tessera on Lake Travis Phase 1A, according to the subdivision plat recorded in Document No. 202000006, Official Public Records of Travis County, Texas.

EXHIBIT B

TERMS AND CONDITIONS OF RESERVED EASEMENTS FOR THE BENEFIT OF THE DOMINANT ESTATE

Grantor is the owner of Lot 17R1-X, Block D, of the Replat known as Lots 17R1-X & 17R2-X, Block D, Tessera on Lake Travis Phase 1A, according to the subdivision plat recorded in Document No. 202000006, Official Public Records of Travis County, Texas (“Dominant Estate” or “Lot 17R1-X”). The Dominant Estate is adjacent to Lot 17R2-X, Block D, of the Replat known as Lots 17R1-X & 17R2-X, Block D, Tessera on Lake Travis Phase 1A, according to the subdivision plat recorded in Document No. 202000006, Official Public Records of Travis County, Texas (“Servient Estate” or “Property”). The reserved access, communication, utility, water line and drainage easements are referred to collectively as the “Reserved Easements” and individually as “Reserved Easement.” The equipment, cables, conduits, pipes, and structures that may be constructed, operated, maintained, repaired, and replaced within a Reserved Easement are referred to collectively as the “Facilities” and individually as a “Facility.” It is contemplated Grantor will obtain development permits and a site plan to be approved by the City of Lago Vista for development of the Dominant Estate (“Dominant Estate Site Plan”).

Reserved Easements Defined.

1. **Access Easement.** An access easement to provide free and uninterrupted vehicular and pedestrian ingress and egress from the Dominant Estate to Pace Ravine Drive. The Access Easement shall be over and across existing paved parking areas and driveways on the Property. As of the date of this Deed, the Dominant Estate is undeveloped. Grantee agrees the Dominant Estate Site Plan will authorize the construction of a driveway connecting existing paved areas on the Property to paved areas on the Dominant Estate to provide free and interrupted vehicular and pedestrian ingress and egress to Pace Ravine Drive.
2. **Parking Easement.** A parking easement to allow vehicular parking on the existing parking areas on the Property.
3. **Communication Easement.** A communication easement to be used to construct, place, operate, inspect, maintain, repair, replace and remove buried cables, fiber, video cabling, and conduits as Grantor may from time to time require to provide communication, video, security video, and alarm services to the Dominant Estate, consisting of cable, markers and necessary fixtures and appurtenances, a lite span cabinet and one or more splice boxes over, across, under and upon the Property.
4. **Utility Easement.** A utility easement to be used to construct, place, operate, inspect, maintain, repair, replace and remove buried electric lines, propane lines and any other dry utility line not classified as a communication utility line as Grantor may from time to time require, consisting of cable, markers and necessary fixtures and appurtenances to connect to utility service or distribution lines on the Property.

5. **Water Line Easement.** A water line easement to be used to construct, place, operate, inspect, maintain, repair, replace and remove water lines and irrigation lines as Grantor may from time to time require to provide water for domestic and irrigation purposes on the Dominant Estate.
6. **Drainage Easement.** A drainage easement to be used to convey storm water sheet flow runoff from the Dominant Estate over, upon, and across the Property and, if determined necessary by the City of Lago Vista, the drainage easement includes the right to enter the Property to construct, operate, inspect, inspect, maintain, replace, and repair open drainageways and/or enclosed storm sewer pipes or structures.

Terms and Conditions Applicable to Specific Reserved Easements

1. The Reserved Easements, except the Access and Parking Easements, are blanket easements.
2. The Access and Parking Easements are limited to the paved parking areas and driveways on the Property existing on the effective date of the deed conveying the Property to Grantee.
3. Any blanket Reserved Easement that is converted to a defined easement includes the easement right of ingress and egress over, along and across the Property to access Facilities and defined Reserved Easements and the easement right to be relocated on the Property.

General Terms and Conditions Applicable to the Reserved Easements

1. The obligations, benefits and burdens created by the Reserved Easements shall be covenants running with the land and shall apply to, be binding upon the Property and inure to the benefit of the Grantor, and the future record title owners of the Dominant Estate.
2. The cost of constructing, maintaining, and repairing a Facility within the Property will be borne by Grantor. Grantor shall comply with all applicable City ordinances regarding permitting and construction requirement for maintenance or repair of a Facility. Prior to constructing a Facility, Grantor must obtain all necessary local, state and federal permits and approvals required to construct the Facility and provide Grantee a copy of all such governmental permits and approvals. Grantee agrees to approve, and issue permits for the construction of a Facility if the permit application complies with all applicable Lago Vista regulations. Grantor must provide Grantee at least thirty (30) calendar days' advance written notice of intent to construct a Facility. Grantor, and its contractors shall not permit any liens to attach to the Property by reason of the design, engineering or construction of a Facility. At least ten (10) Business Days before construction activities begin on the Property, all contractors engaged by Grantor must provide Grantee evidence of commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence, naming Grantee as an additional insured party, and otherwise reasonably acceptable to Grantee. If the Property is damaged by Grantor or Grantor's agents, servants, contractors, or employees during the design, engineering, construction, repair or replacement of a Facility, Grantor shall promptly repair and restore, or cause to be repaired and restored, the Property to substantially the same condition as existed prior to the damage.
3. Grantor is not and shall not be construed as Grantee's agent in contracting for the construction, maintenance, repair or replacement of any Facility, and shall have no authority to pledge, mortgage, hypothecate or otherwise encumber any interest in the Reserved Easements or the

Property. Grantor shall indemnify and hold harmless Grantee from and against any and all mechanics', materialmen's or other liens or claims (and all costs and expenses associated therewith) asserted, filed or arising out of any such work.

4. Once a Site Plan is approved by the City of Lago Vista for the construction of a Facility, if requested by Grantee, Grantor agrees to execute a recordable amendment to the applicable Reserved Easement converting the Reserved Easement from a blanket easement to a defined easement; provided, the width of the defined Reserved Easement will be no less than fifteen feet (15').
5. If a Facility needs to be relocated, the cost to relocate the Facility will be borne by the Party requesting or requiring the relocation of the Facility and Grantee shall provide an adequate substitute defined easement area is provided if the Facility is relocated outside of its defined easement area. Grantee shall have the right to perform the required construction and relocation of a Facility after Grantor approves the new location of the Facility, which approval shall not be unreasonably denied, delayed or conditioned.
6. The Reserved Easements are appurtenant to and run with the Dominant Estate Property and all portions of it, whether or not the easement is referenced in any conveyance of the Dominant Estate Property or any portion of it. The Reserved Easements bind and inure to the benefit of Grantor and Grantee and their respective successors, and assigns.
7. The Reserved Easements are perpetual.
8. The Reserved Easements are non-exclusive.
9. Grantee and Grantee's successors, and assigns have the right to use the surface of the Property for all purposes that do not unreasonably interfere with or interrupt the use of the easement.
10. **INDEMNIFICATION AND HOLD HARMLESS. GRANTOR, AND GRANTOR'S SUCCESSORS AND ASSIGNS HEREBY COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY, WHETHER REAL OR ASSERTED, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF GRANTOR, INCLUDING THE NEGLIGENCE OF GRANTOR'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE, STRUCTURES, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED UNDER THIS EXHIBIT B AND/OR CITY REGULATIONS AND/OR ANY APPLICABLE DEVELOPMENT STANDARDS AND/OR ANY OTHER GOVERNING REGULATIONS; AND IT IS EXPRESSLY UNDERSTOOD THAT SUCH CLAIMS SHALL, EXCEPT AS MODIFIED BELOW, INCLUDE CLAIMS EVEN IF CAUSED BY THE CITY'S OWN CONCURRENT NEGLIGENCE, SUBJECT TO THE TERMS OF THIS SECTION. GRANTOR SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS**

CAUSED BY THE CITY'S SOLE OR GROSS NEGLIGENCE. IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF GRANTOR AND THE CITY, THE GRANTOR'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO GRANTOR'S OWN PERCENTAGE OF RESPONSIBILITY.

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

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

SPECIAL WARRANTY DEED DEDICATING
PROPERTY AS PUBLIC PARKLAND

HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP, a Texas limited partnership (“Grantor”), for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration to it paid, by the **CITY OF LAGO VISTA, TEXAS** (“Grantee”) whose address is 5803 Thunderbird Drive, Lago Vista, Texas, the receipt of which is hereby acknowledged and confessed, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto Grantee as dedicated public parkland and for all other purposes for which a public parkland is commonly used, including installing, repairing, maintaining, altering, replacing, relocating and operating facilities in, into, upon, over, across, and under all that certain tract or parcel of real estate, lying and being situated in the County of Travis, State of Texas, and more particularly described in Exhibit "A" attached hereto (the “Property”), subject, however, to the following reservations from and exceptions to conveyance and warranty:

Taxes and assessments by any taxing authority for the year 2018 and thereafter, together with subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership;

Easements, restrictions, reservations, covenants, and rights-of-way of record and/or apparent on the Property;

Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, protrusions or any overlapping of improvements;

Utility easements and prescriptive rights visible and apparent on the ground, including easements, or claims of easements, which are not recorded in the public records;

Rights to oil, gas and other minerals of every kind and character in, on and under the property, together with the rights, privileges and immunities relating thereto.

To have and to hold the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, and it does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by and through Grantor, but not otherwise.

Grantee further acknowledges and agrees that to the maximum extent permitted by law, the sale of the Property as is made "AS IS" AND WITH ALL FAULTS and Grantor has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied concerning or with respect to the Property regarding the Property's compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including the existence of hazardous substances in or on the Property, whether in the past or present.

Grantee joins in the execution of this Deed to acknowledge Grantee's acceptance of the dedication and conveyance of the Property.

[Signature pages begin on next page]

Dated: _____, 2025.

GRANTOR

HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP,
a Texas limited partnership

By: Hines Lake Travis II GP LLC,
a Delaware limited liability company,
its general partner

By: Hines Interests Limited Partnership
a Delaware limited partnership,
its sole member

By: _____
Name: Robert W. Witte
Title: Senior Managing Director

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025 by Robert W. Witte, Senior Managing Director of HINES INTERESTS LIMITED PARTNERSHIP, a Delaware limited partnership, in its capacity as sole member of HINES LAKE TRAVIS II GP, LLC, a Delaware limited liability company, in its capacity as general partner of HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP, a Nevada limited partnership, on behalf of said entities.

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____, 2025.

Notary Public, State of Texas

GRANTEE:

**CITY OF LAGO VISTA, TEXAS, a Texas
home rule municipal corporation**

By: _____
Kevin Sullivan, Mayor

Date: _____

ATTEST:

Robin Smith, City Secretary

APPROVED AS TO FORM:

Brad Bullock, City Attorney

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The City of Lago Vista, Texas, a body politic and political subdivision of the State of Texas did at a regular meeting with a quorum being present, on _____, 2025 vote to authorize the acceptance of this dedication of the Easement.

Kevin Sullivan, Mayor

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2025 by Kevin Sullivan, in his capacity as Mayor of the City of Lago Vista, Texas.

Notary Public in and for
The State of Texas

EXHIBIT " A "

DESCRIPTION OF A 0.972-ACRE (±42,341 SQUARE FEET) TRACT OF LAND BEING A PORTION OF LOT 17R1-X, BLOCK D OF THE REPLAT KNOWN AS LOTS 17R1-X & 17R2-X, BLOCK D, TESSERA ON LAKE TRAVIS PHASE 1A, ACCORDING TO THE MAP OR PLAT THEREOF, APPEARING OF RECORD IN DOCUMENT NUMBER 202000006 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS ("O.P.R.T.C.T." HEREFTER), SAID LOT 17R1-X BEING A PORTION OF THAT SAME TRACT DESCRIBED IN A DEED TO HINES LAKE TRAVIS LAND LIMITED PARTNERSHIP, DATED NOVEMBER 15, 2012 AND APPEARING OF RECORD IN DOCUMENT NUMBER 2012194429, O.P.R.T.C.T., SAID 0.972 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AS FOLLOWS:

BEGINNING at the easternmost northeast corner hereof, same being a northerly end of said LOT 17 R1-X and a southerly corner of LOT 17R2-X, BLOCK D OF SAID TESSERA ON LAKE TRAVIS, from which a cotton spindle found on the south line of Pace Ravine Drive, a called 60 foot right of way as shown in the Final Plat of Tessera on Lake Travis Phase 1A, according to the map or plat thereof recorded in Document Number 201400071 O.P.R.T.C.T. bears NORTH 23°11'00" EAST, 167.81 feet;

THENCE traversing through said LOT 17R1-X, BLOCK D OF TESSERA ON LAKE TRAVIS, the following **ELEVEN (11)** courses and distances:

1. **SOUTH 11° 01' 49" EAST 108.63 feet** to a set stake,
2. **SOUTH 69° 37' 37" WEST 27.86 feet** to a set stake,
3. **SOUTH 60° 36' 11" WEST 83.94 feet** to a set stake,
4. **SOUTH 65° 04' 57" WEST 48.20 feet** to a set stake,
5. **SOUTH 68° 53' 20" WEST 51.41 feet** to a set stake,
6. **SOUTH 87° 31' 36" WEST 11.31 feet** to a set stake,
7. **NORTH 79° 46' 42" WEST 29.04 feet** to a set stake,
8. **NORTH 61° 01' 22" WEST 28.97 feet** to a set stake,
9. **NORTH 41° 06' 25" WEST 27.66 feet** to a set stake,
10. **NORTH 29° 35' 13" WEST 102.14 feet** to a set stake,
11. **NORTH 57° 12' 23" EAST 84.63 feet** to a north corner of said LOT 17 R1-X, same being a south corner of said LOT 17R2-X, BLOCK D OF TESSERA ON LAKE TRAVIS, for the beginning of a curve to the left;

THENCE with the north line of said LOT 17R1-X, and the south line of said LOT 17R2-X, BLOCK D OF TESSERA ON LAKE TRAVIS, the following **TWELVE (12)** courses and distances:

1. Along said curve, having an **ARC LENGTH OF 39.69 feet, A RADIUS OF 21.14 feet, AND A CHORD BEARING AND DISTANCE OF SOUTH 82° 16' 27" EAST 34.11 feet** to the end of said curve, for a common corner between said Lots 17R1-X and 17R2-X, being the beginning of a curve to the right,

LANGAN

Langan Engineering and
Environmental Services, LLC
9606 N. Mopac Expressway, Suite 110
Austin, TX 78759
T: 737.289.7800 F: 737.289.7801 www.langan.com
TBPELS Firm No. 10194888

Project

TESSERA ON LAKE TRAVIS

CITY OF LAGO VISTA

TRAVIS COUNTY

TEXAS

Drawing Title

0.972 ACRES

Project No.

531010522

Date

2025/09/12

Drawn By

JGM

Checked By

ABBR / ZNBM

Drawing No.

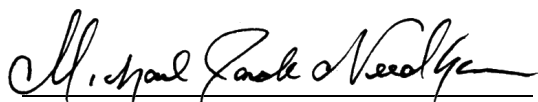
EX02

Sheet 1 of 4

EXHIBIT "___"

2. Along said curve, having an **ARC LENGTH OF 23.01 feet, A RADIUS OF 15.00 feet, AND A CHORD BEARING AND DISTANCE OF NORTH 87° 54' 29" EAST 20.82 feet** to the end of said curve, for a common corner between said Lots 17R1-X and 17R2-X, same being the beginning of a curve to the left,
3. Along said curve, having an **ARC LENGTH OF 44.58 feet, A RADIUS OF 20.50 feet, AND A CHORD BEARING AND DISTANCE OF NORTH 69° 34' 47" EAST 36.30 feet** to the end of said curve, for a common corner between said Lots 17R1-X and 17R2-X,
4. **NORTH 07° 17' 33" EAST 17.11 feet** to the beginning a curve to the right, for a common corner between said Lots 17R1-X and 17R2-X,
5. Along said curve, having an **ARC LENGTH OF 1.40 feet, A RADIUS OF 1.25 feet, AND A CHORD BEARING AND DISTANCE OF NORTH 39° 31' 01" EAST 1.33 feet** to the end of said curve, for a common corner between said Lots 17R1-X and 17R2-X, same being the beginning of a curve to the right,
6. Along said curve, having an **ARC LENGTH OF 17.94 feet, A RADIUS OF 55.92 feet, AND A CHORD BEARING AND DISTANCE OF NORTH 80° 55' 41" EAST 17.86 feet** to the end of said curve, for a common corner between said Lots 17R1-X and 17R2-X,
7. **SOUTH 00° 17' 34" EAST 5.54 feet**, to a common corner between said Lots 17R1-X and 17R2-X,
8. **NORTH 88° 56' 33" EAST 7.09 feet**, to a common corner between said Lots 17R1-X and 17R2-X,
9. **SOUTH 23° 50' 45" EAST 18.82 feet**, to a common corner between said Lots 17R1-X and 17R2-X,
10. **NORTH 90° 00' 00" EAST 67.52 feet** to the beginning a curve to the left, for a common corner between said Lots 17R1-X and 17R2-X,
11. Along said curve, having an **ARC LENGTH OF 18.68 feet, A RADIUS OF 29.45 feet, AND A CHORD BEARING AND DISTANCE OF NORTH 71° 49' 34" EAST 18.37 feet** to the end of said curve, for a common corner between said Lots 17R1-X and 17R2-X, same being the beginning of a curve to the right,
12. Along said curve, having an **ARC LENGTH OF 25.93 feet, A RADIUS OF 49.99 feet, AND A CHORD BEARING AND DISTANCE OF NORTH 68° 30' 39" EAST 25.64 feet** to the end of said curve and the **POINT OF BEGINNING**, enclosing **0.972 Acres (± 42,341 square feet) of land**. Bearings are based on the North American Datum of 1983, Texas State Plane Coordinate System, Central Zone (4203). Set stakes are 1/2" rebar with plastic caps stamped "LANGAN". Distances and areas reported have been scaled by a factor of 1.0001221 and thus represent surface measurements.

I, Michael Jack Needham, hereby certify that this exhibit describes the proposed 0.972 acres.



Michael Jack Needham
Registered Professional Land Surveyor No. 5183
jneedham@langan.com
September 12, 2025



LANGAN Langan Engineering and Environmental Services, LLC 9606 N. Mopac Expressway, Suite 110 Austin, TX 78759 T: 737.289.7800 F: 737.289.7801 www.langan.com TBPELS Firm No. 10194888	Project TESSERA ON LAKE TRAVIS CITY OF LAGO VISTA	Drawing Title 0.972 ACRES	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: 0.8em;">Project No.</td> <td>531010522</td> </tr> <tr> <td style="font-size: 0.8em;">Date</td> <td>2025/09/12</td> </tr> <tr> <td style="font-size: 0.8em;">Drawn By</td> <td>JGM</td> </tr> <tr> <td style="font-size: 0.8em;">Checked By</td> <td>ABBR / ZNBM</td> </tr> </table>	Project No.	531010522	Date	2025/09/12	Drawn By	JGM	Checked By	ABBR / ZNBM
	Project No.	531010522									
	Date	2025/09/12									
	Drawn By	JGM									
Checked By	ABBR / ZNBM										
TRAVIS COUNTY	TEXAS	EX02	Drawing No.								
		Sheet 2 of 4									

EXHIBIT " _ " "



0' 30' 60'
Scale: 1" = 60'

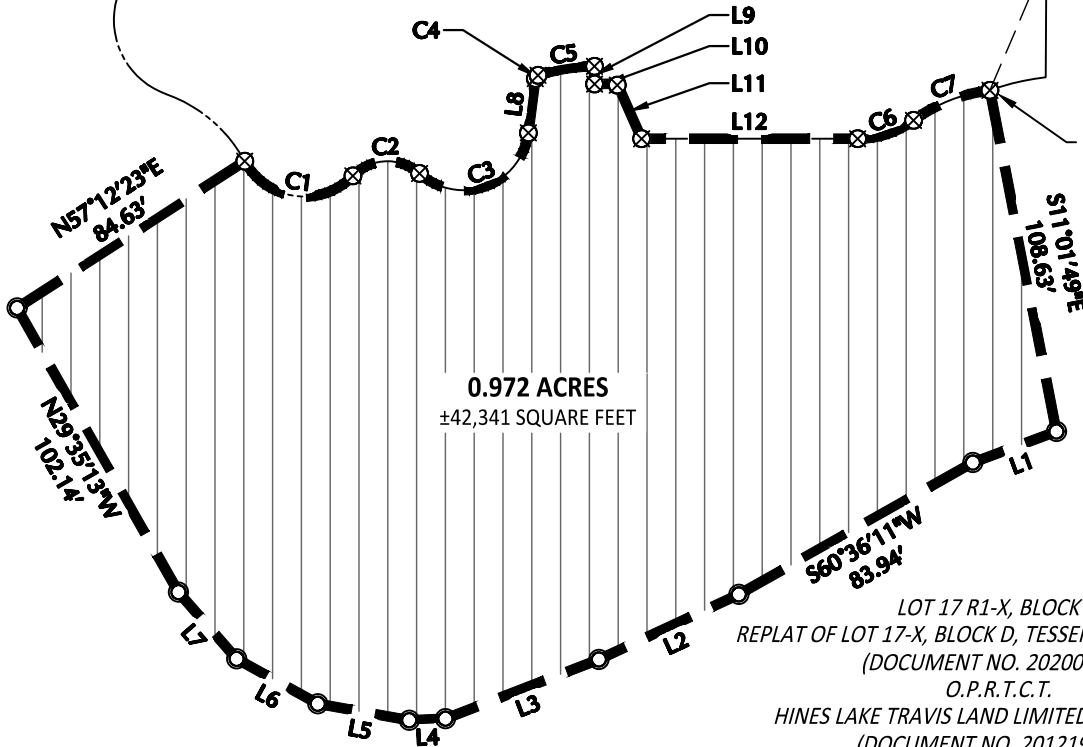
COTTON SPINDLE FOUND

POINT OF REFERENCE
COTTON SPINDLE FOUND

PACE RAVINE DRIVE
CALLED 60' R.O.W.
(DOCUMENT NO. 201400071)
O.P.R.T.C.T.

LOT 17 R2-X, BLOCK D
REPLAT OF LOT 17-X, BLOCK D, TESSERA ON LAKE TRAVIS
(DOCUMENT NO. 202000006)
O.P.R.T.C.T.
CITY OF LAGO VISTA, TEXAS
(DOCUMENT NO. 2020138287)
O.P.R.T.C.T.

POINT OF BEGINNING



0.972 ACRES
±42,341 SQUARE FEET

LOT 17 R1-X, BLOCK D
REPLAT OF LOT 17-X, BLOCK D, TESSERA ON LAKE TRAVIS
(DOCUMENT NO. 202000006)
O.P.R.T.C.T.
HINES LAKE TRAVIS LAND LIMITED PARTNERSHIP
(DOCUMENT NO. 2012194429)
O.P.R.T.C.T.

LEGEND

- PROPERTY LINE - PROPOSED 0.972 ACRES
- LOT LINE
- EASEMENT TIE TO BOUNDARY
- MONUMENT FOUND/SET
(SET 1/2" REBAR W/"LANGAN" CAP, U.N.O.)
- LOT CORNER

SEE SHEET 4 OF 4 FOR
LINE AND CURVE TABLES

LANGAN

Langan Engineering and
Environmental Services, LLC
9606 N. Mopac Expressway, Suite 110
Austin, TX 78759
T: 737.289.7800 F: 737.289.7801 www.langan.com
TBPELS Firm No. 10194888

Project

TESSERA ON LAKE TRAVIS
CITY OF LAGO VISTA

TRAVIS COUNTY

TEXAS

Drawing Title

0.972 ACRES

Project No.

531010522

Date

2025/09/12

Drawn By

JGM

Checked By

ABBR / ZNBM

Drawing No.

EX02

Sheet 3 of 4

EXHIBIT "___"

CURVE TABLE				
Curve	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	39.69'	21.14'	S 82°16'27" E	34.11'
C2	23.01'	15.00'	N 87°54'29" E	20.82'
C3	44.58'	20.50'	N 69°34'47" E	36.30'
C4	1.40'	1.25'	N 39°31'01" E	1.33'
C5	17.94'	55.92'	N 80°55'41" E	17.86'
C6	18.68'	29.45'	N 71°49'34" E	18.37'
C7	25.93'	49.99'	N 68°30'39" E	25.64'

Line Table		
LINE	BEARING	DISTANCE
L1	S 69°37'37" W	27.86'
L2	S 65°04'57" W	48.20'
L3	S 68°53'20" W	51.41'
L4	S 87°31'36" W	11.31'
L5	N 79°46'42" W	29.04'
L6	N 61°01'22" W	28.97'
L7	N 41°06'25" W	27.66'
L8	N 07°17'33" E	17.11'
L9	S 00°17'34" E	5.54'
L10	N 88°56'33" E	7.09'
L11	S 23°50'45" E	18.82'
L12	N 90°00'00" E	67.52'

LANGAN

Langan Engineering and
Environmental Services, LLC
9606 N. Mopac Expressway, Suite 110
Austin, TX 78759
T: 737.289.7800 F: 737.289.7801 www.langan.com
TBPELS Firm No. 10194888

Project

TESSERA ON LAKE TRAVIS
CITY OF LAGO VISTA

TRAVIS COUNTY

TEXAS

Drawing Title

0.972 ACRES

Project No.

531010522

Date

2025/09/12

Drawn By

JGM

Checked By

ABBR / ZNBM

Drawing No.

EX02

Sheet 4 of 4

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TRAIL EASEMENT

Date: October 2, 2025

Grantor: **HINES LAKE TRAVIS LAND II, LIMITED PARTNERSHIP, a Texas limited partnership**

Grantor's Address: 811 Main Street, Suite 4100
Houston, Texas 77008

Grantee (or "the City"): **CITY OF LAGO VISTA, Texas, a municipality situated in Travis County**

Grantee, the City's Address: 5803 Thunderbird, Lago Vista, TX 78645

Easement Tract: Being approximately 4.77 acres of land being comprised of the following trail segments:

Trail 1 containing 1.42 acres, more or less, being more particularly described by metes and bounds in the attached **Exhibit "A"** and shown in the survey plat attached hereto as **Exhibit "F;"**

Trail 2 containing 0.44 acres, more or less, being more particularly described by metes and bounds in the attached **Exhibit "B"** and shown in the survey plat attached hereto as **Exhibit "F;"**

Trail 3 containing 0.19 acres, more or less, being more particularly described by metes and bounds in the attached

Exhibit “C” and shown in the survey plat attached hereto as **Exhibit “F;”**

Trail 4 containing 1.26 acres, more or less, being more particularly described by metes and bounds in the attached **Exhibit “D”** and shown in the survey plat attached hereto as **Exhibit “F;”** and

Trail 5 containing 1.46 acres, more or less, being more particularly described by metes and bounds description in the attached **Exhibit “E”** and shown in the survey plat attached hereto as **Exhibit “F;”**

Easement Duration: Perpetual

Easement Purpose: To **Grantee** a permanent easement for the purposes of use by Grantee and its employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of **Grantee** as a shared-use pathway, and for operation, maintenance, replacement, upgrade and repair of a public shared use pathway and appurtenances thereto, including concrete, compacted earthen material, railings, drainage crossings, lighting, signage, fencing, gates, and retaining walls in, upon, across, and over, the following described property:

Facilities: A public shared use pathway and appurtenances thereto, including concrete, compacted earthen material, railings, drainage crossings, lighting, signage, fencing, gates, and retaining walls (“the Facilities”).

Non-Permitted Activity: The installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any improvement, encroachment or Permitted Encumbrance of any kind which would impair City’s access to the Facilities as determined by the City in its sole discretion.

Repairable Improvements: Improvements that do not interfere in any material way or are not inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by the City in its sole discretion.

Permitted Encumbrances: Any easements, liens, encumbrances, and other matters of record in the Official Public Records of Travis County, Texas that are

valid, existing, and affect the Easement Tract as of the Effective Date of this Easement and all improvements located on the Easement Tract as of the Effective Date of this Agreement.

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City an easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its sole discretion, including without limitation the City's right to remove any obstructions as necessary to keep the obstructions clear of the Facilities, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by City in its sole discretion.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to WARRANT AND FOREVER DEFEND the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and the *City* includes the *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

---The remainder of this page is intentionally blank---

Executed to be effective on the Date first written above.

GRANTOR:

HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP,
a Texas limited partnership

By: Hines Lake Travis II GP LLC,
a Delaware limited liability company,
its general partner

By: Hines Interests Limited Partnership
a Delaware limited partnership,
its sole member

By: _____
Name: Robert W. Witte
Title: Senior Managing Director

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025 by Robert W. Witte, Senior Managing Director of HINES INTERESTS LIMITED PARTNERSHIP, a Delaware limited partnership, in its capacity as sole member of HINES LAKE TRAVIS II GP, LLC, a Delaware limited liability company, in its capacity as general partner of HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP, a Nevada limited partnership, on behalf of said entities.

GIVEN UNDER MY HAND AND SEAL of office this _____ day of _____, 2025.

Notary Public, in and for the State of Texas

GRANTEE:

**CITY OF LAGO VISTA, TEXAS, a Texas home
rule municipal corporation**

By: _____
Kevin Sullivan, Mayor

Date: _____

ATTEST:

_____, City Secretary

APPROVED AS TO FORM:

Brad Bullock, City Attorney

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

The City of Lago Vista, Texas, a body politic and political subdivision of the State of Texas did at a regular meeting with a quorum being present, on _____, 2025 vote to authorize the acceptance of this dedication of the Easement.

Kevin Sullivan, Mayor

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2025 by Kevin Sullivan, in his capacity as Mayor of the City of Lago Vista, Texas.

Notary Public in and for
The State of Texas

EXHIBIT "A"

"TRAIL 1"

CENTERLINE DESCRIPTION OF A 20'-WIDE TRAIL EASEMENT BEING OUT OF LOT 7X, BLOCK N OF TESSERA ON LAKE TRAVIS PHASE 2A, A SUBDIVISION OF RECORD LOCATED IN LAGO VISTA, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, APPEARING OF RECORD IN DOCUMENT NO. 202300257 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS ("O.P.R.T.C.T." HEREFTER), SAID LOT 7X BEING OUT OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP, APPEARING OF RECORD IN DOCUMENT NUMBER 2021173734, O.P.R.T.C.T., SAID TRAIL EASEMENT ALSO BEING OUT OF LOT 21, BLOCK C OF TESSERA ON LAKE TRAVIS PHASE 3B, A SUBDIVISION OF RECORD LOCATED IN LAGO VISTA, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF APPEARING OF RECORD IN DOCUMENT NO. 202100164, SAID LOT 21 BEING OUT OF THAT CERTAIN LAND DESCRIBED IN DEEDS TO HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP, APPEARING OF RECORD IN DOCUMENT NOS. 2012194429 AND 2016122336, O.P.R.T.C.T., SAID TRAIL EASEMENT ALSO BEING OUT OF LOT 3-X, BLOCK C OF TESSERA ON LAKE TRAVIS PHASE 1B2, A SUBDIVISION OF RECORD LOCATED IN LAGO VISTA, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, APPEARING OF RECORD IN DOCUMENT NO. 202100213, SAID LOT 3-X BEING OUT OF THAT CERTAIN LAND DESCRIBED IN A DEED TO HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP, APPEARING OF RECORD IN DOCUMENT NO. 2012194429, O.P.R.T.C.T., SAID TRAIL EASEMENT ALSO BEING OUT OF LOT 31-X, BLOCK G OF TESSERA ON LAKE TRAVIS PHASE 1A, A SUBDIVISION OF RECORD LOCATED IN LAGO VISTA, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, APPEARING OF RECORD IN DOCUMENT NO. 201400071, SAID LOT 31-X BEING OUT OF THAT CERTAIN LAND DESCRIBED IN DEEDS TO HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP, APPEARING OF RECORD IN DOCUMENT NOS. 2007077705 AND 2012194429, O.P.R.T.C.T., SAID 20'-WIDE TRAIL EASEMENT BEING SITUATED 10' ON EITHER SIDE OF THE HEREIN DESCRIBED CENTERLINE, THE SIDELINES OF SAID EASEMENT BEING LENGTHENED OR SHORTENED TO MEET THE BOUNDARIES OF THE PARENT TRACTS; SAID TRAIL EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING in the northwest line of said Lot 7X, same being the south line of Burnet Knoll Trail, a 60'-wide public right-of-way, as dedicated by said Tessaera on Lake Travis Phase 2A, from which a cotton spindle found for the westernmost corner of said Lot 7X and the westernmost north corner of said Lot 21 bears S 53° 11' 27" W 42.10' and along a curve having a radius of 245.00', an arc length of 2.08', and a chord bearing and distance of S 56° 24' 11" W 2.08';

THENCE, traversing through said Lots 7X, 21, 3-X, and 31-X, the following **65 COURSES AND DISTANCES**:

• S 81° 33' 46" E 17.46', • N 76° 57' 05" E 78.88', • N 53° 59' 56" E 127.25', • S 35° 29' 00" E 70.01',
• S 64° 11' 41" E 21.92', • N 83° 38' 27" E 13.00', • N 44° 12' 59" E 15.77', • N 16° 36' 51" E 22.06',
• N 10° 08' 39" E 49.01', • N 26° 57' 06" E 47.76', • N 60° 54' 17" E 26.78', • N 66° 38' 45" E 41.32',
• N 74° 26' 15" E 30.08', • S 79° 59' 00" E 28.42', • S 60° 24' 13" E 32.24', • S 52° 00' 53" E 99.13',
• S 42° 38' 19" E 50.20',
• S 39° 22' 33" E 153.90', at 52.52' passing said common line between Lots 7X and 21, said crossing being N 48° 51' 16" W 51.66' from a cotton spindle found for a common corner of said Lots 7X and 21,
• S 33° 18' 24" E 52.33', continuing through said Lot 21, • S 30° 43' 17" E 149.26', • S 37° 29' 37" E 200.94',
• S 59° 52' 13" E 29.25', at 15.09' passing said common line between Lots 7X and 21,
• S 39° 56' 52" E 10.61', continuing through said Lot 7X
• S 16° 54' 01" E 70.22', at 15.42' passing said common line between Lots 7X and 21,
• S 12° 10' 31" E 178.31', continuing through said Lot 21, • S 02° 10' 03" E 94.76', • S 31° 56' 40" E 20.05',
• S 49° 10' 50" E 51.24',
• S 13° 54' 20" E 40.28', at 13.52' passing said common line between Lots 7X and 21, said crossing being S 10° 03' 21" E 94.75' from a cotton spindle found for a common corner of said Lots 7X and 21,
• S 29° 45' 50" E 12.00', • S 51° 00' 50" E 53.55', • S 34° 09' 19" E 41.83',
• S 27° 02' 18" E 48.24', at 35.83' passing the southerly line of said Lot 7X, same being the northerly line of said Lot 3-X, said crossing being N 79° 56' 25" E 68.49' from a 1/2" rebar with cap stamped "MLA RPLS 4873" found for the westerly common corner of said Lots 7X and 3-X,
• S 32° 04' 05" E 31.60', continuing through said Lot 3-X, • S 02° 58' 17" E 121.38', • S 08° 03' 28" E 21.09',
• S 18° 50' 45" E 48.43', • S 14° 18' 55" E 51.99', • S 20° 49' 30" E 23.25', • S 50° 12' 30" E 47.12',
• S 26° 38' 09" E 35.26', at 13.71' passing the southerly line of said Lot 3-X, same being the northerly line of said Lot 31-X, said crossing being N 55° 08' 32" W 265.84' from a cotton spindle found for the southerly common corner of said Lots 3-X and 31-X,
• S 19° 44' 02" E 49.12', continuing through said Lot 31-X, • S 17° 01' 16" E 51.05',
• S 01° 15' 47" W 34.44', to the beginning of "Trail 2", • S 35° 23' 51" W 18.95', • S 18° 36' 55" W 43.66',
• S 05° 33' 30" E 17.94', • S 30° 18' 44" E 71.58', • S 14° 50' 15" E 16.62', • S 00° 43' 48" W 35.10',
• S 26° 24' 27" W 16.19', • S 43° 22' 08" W 22.78', • S 39° 31' 14" W 48.03', • S 28° 30' 37" W 20.79',
• S 06° 12' 28" W 17.04', • S 03° 00' 31" E 45.33', • S 09° 36' 19" W 12.73', • S 65° 05' 53" W 10.67',
• N 71° 19' 36" W 40.59', • N 86° 17' 42" W 13.83', • S 71° 49' 50" W 14.59', • S 57° 17' 03" W 20.37',
• S 75° 05' 39" W 13.63', • S 66° 42' 59" W 13.89',
• S 36° 34' 16" W 75.31' to the southwest line of said Lot 31-X, same being the northeast line of said Burnet Knoll Trail, a 150'-wide public right-of-way as dedicated by said Tessaera on Lake Travis Phase 1A, for the **POINT OF TERMINATION** of the herein described "Trail 1", being S 55° 09' 57" E 158.82' from a cotton spindle found for the southwest corner of said Lot 31-X, said centerline having a **total length of 3,082.41'**, said 20'-wide trail easement containing **1.42 acres**, more or less.

LANGAN

Langan Engineering and
Environmental Services, LLC
9606 N. Mopac Expressway, Suite 110
Austin, TX 78759
T: 737.289.7800 F: 737.289.7801 www.langan.com
TBPELS Firm No. 10194888

Project

TESSERA ON LAKE TRAVIS
CITY OF LAGO VISTA

TRAVIS COUNTY

TEXAS

Drawing Title

TRAIL EASEMENT

Project No.

531043601

Date

2025/09/09

Drawn By

ZNBM

Checked By

ABBR/MJN

Drawing No.

EX01

Sheet 1 of 17

EXHIBIT "B"

"TRAIL 2"

CENTERLINE DESCRIPTION OF A 20'-WIDE TRAIL EASEMENT BEING OUT OF LOT 31-X, BLOCK G AND LOT 12-X, BLOCK F OF TESSERA ON LAKE TRAVIS PHASE 1A, A SUBDIVISION OF RECORD LOCATED IN LAGO VISTA, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, APPEARING OF RECORD IN DOCUMENT NO. 201400071, SAID LOTS BEING OUT OF THAT CERTAIN LAND DESCRIBED IN DEEDS TO HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP, APPEARING OF RECORD IN DOCUMENT NOS. 2007077705 AND 2012194429 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS ("O.P.R.T.C.T." HEREAFTER); SAID 20'-WIDE TRAIL EASEMENT BEING SITUATED 10' ON EITHER SIDE OF THE HEREIN DESCRIBED CENTERLINE, THE SIDELINES OF SAID EASEMENT BEING LENGTHENED OR SHORTENED TO MEET THE BOUNDARY OF THE PARENT TRACTS WHEN THE CENTERLINE BEGINS OR ENDS AT THE BOUNDARY; SAID TRAIL EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING in said Lot 31-X, at the centerline of "Trail 1", from which a cotton spindle found for the southerly common corner of said Lot 31-X and Lot 3-X, Block C of Tessera on Lake Travis Phase 1B2, a subdivision of record located in Lago Vista, Texas, according to the map or plat thereof, appearing of record in Document No. 202100213, O.P.R.T.C.T.;

THENCE, traversing through said Lots 31-X and 12-X, the following **34 COURSES AND DISTANCES**:

- N 81° 27' 28" E 37.11', • N 68° 11' 28" E 25.93', • S 84° 05' 54" E 18.93', • S 73° 48' 28" E 39.98',
- S 57° 22' 27" E 16.34', • S 37° 51' 01" E 51.35', • S 48° 25' 52" E 32.75', at 16.88' passing the common line between said
- Lots 31-X and 12-X, from said crossing the aforementioned cotton spindle bears N 34° 50' 49" E 28.19',
- S 69° 34' 52" E 12.15', continuing through said Lot 12-X, • N 72° 32' 41" E 24.23', • S 87° 59' 00" E 9.06',
- S 62° 27' 02" E 8.94', • S 46° 31' 54" E 43.58', • S 37° 03' 13" E 51.61', • S 42° 00' 46" E 101.89',
- S 48° 18' 14" E 49.55', • S 39° 02' 55" E 30.63', • S 21° 39' 57" E 27.79', • S 06° 39' 47" E 23.04',
- S 20° 21' 32" E 10.60', • S 42° 23' 17" E 49.05', • S 60° 43' 33" E 21.15', • S 74° 49' 57" E 19.97',
- S 53° 27' 10" E 69.42', • S 77° 02' 46" E 16.71', to the beginning of a curve to the right,
- with said curve to the right, being 20' from and parallel to the westerly line of Tessera Parkway, a 60'-wide public right-of-way, as dedicated by said Tessera of Lake Travis Phase 1A, said curve having an **ARC LENGTH OF 34.33'**, **A RADIUS OF 390.00'**, **AND A CHORD BEARING AND DISTANCE OF N 39° 23' 29" E 34.32'**, to the end of said curve,
- N 01° 48' 16" W 20.13', • N 03° 23' 28" W 12.38', • N 14° 01' 13" E 9.59', • N 29° 18' 07" E 8.51',
- N 41° 11' 20" E 8.55', • N 53° 59' 47" E 10.42', • N 68° 18' 35" E 10.59', • N 82° 34' 02" E 10.54',
- S 87° 01' 02" E 27.51',
- S 75° 11' 15" E 20.45' to the southeast line of said Lot 12-X, same being the northwest line of said Tessera Parkway, for the **POINT OF TERMINATION** of the herein described "Trail 2", from said point of termination a cotton spindle found in the northeast line of said Lot 12-X for the southerly common corner of Lots 1 and 2 of said Block F of Tessera on Lake Travis Phase 1A bears N 26° 30' 51" W 112.22', said centerline having a **total length of 964.78'**, said 20'-wide trail easement containing **0.44 acres**, more or less.

LANGAN

Langan Engineering and
Environmental Services, LLC
9606 N. Mopac Expressway, Suite 110
Austin, TX 78759
T: 737.289.7800 F: 737.289.7801 www.langan.com
TBPELS Firm No. 10194888

Project

TESSERA ON LAKE TRAVIS
CITY OF LAGO VISTA

TRAVIS COUNTY

TEXAS

Drawing Title

TRAIL EASEMENT

Project No.

531043601

Date

2025/09/09

Drawn By

ZNBM

Checked By

ABBR/MJN

Drawing No.

EX01

Sheet 2 of 17

EXHIBIT "C"

"TRAIL 3"

CENTERLINE DESCRIPTION OF A 20'-WIDE TRAIL EASEMENT BEING OUT OF LOT 12-X, BLOCK D OF TESSERA ON LAKE TRAVIS PHASE 1A, A SUBDIVISION OF RECORD LOCATED IN LAGO VISTA, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, APPEARING OF RECORD IN DOCUMENT NO. 201400071, SAID LOTS BEING OUT OF THAT CERTAIN LAND DESCRIBED IN DEEDS TO HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP, APPEARING OF RECORD IN DOCUMENT NOS. 2007077705 AND 2012194429 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS ("O.P.R.T.C.T." HEREFTER); SAID 20'-WIDE TRAIL EASEMENT BEING SITUATED 10' ON EITHER SIDE OF THE HEREIN DESCRIBED CENTERLINE, THE SIDELINES OF SAID EASEMENT BEING LENGTHENED OR SHORTENED TO MEET THE BOUNDARY OF THE PARENT TRACT, SAID TRAIL EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING in the northwesterly line of Lot 12-X, same being a southeasterly line of Tessera Parkway, a 60'-wide public right-of-way, as dedicated by said Tessera on Lake Travis Phase 1A, from which a cotton spindle found for the westerly common corner of Lots 7 and 8, Block D, of said Phase 1A, bears S 34° 05' 04" E 202.51';

THENCE, traversing through said Lot 12-X, the following **NINE (9) COURSES AND DISTANCES**:

• S 10° 51' 36" E 86.05', • S 17° 42' 28" W 10.18', • S 33° 39' 14" W 46.49', • S 21° 33' 05" W 13.97',
• S 06° 52' 55" W 109.46', • S 17° 31' 56" W 18.76', • S 03° 05' 51" W 21.18', • S 10° 00' 49" E 46.00',
• S 15° 26' 12" E 53.58' to the southwest line of said Lot 12-X, same being the northeast line of Lot 13-X, Block D of said Phase 1A, for the **POINT OF TERMINATION** of the herein described "Trail 3", from said point of termination a cotton spindle found in a northeast line of said Lot 12-X for the southerly common corner of Lots 6 and 7, Block D of said Phase 1A bears N 67° 57' 28" E 202.03', said centerline having a **total length of 405.65'**, said 20'-wide trail easement containing **0.19 acres**, more or less.

LANGAN

Langan Engineering and
Environmental Services, LLC
9606 N. Mopac Expressway, Suite 110
Austin, TX 78759
T: 737.289.7800 F: 737.289.7801 www.langan.com
TBPELS Firm No. 10194888

Project

TESSERA ON LAKE TRAVIS
CITY OF LAGO VISTA

TRAVIS COUNTY

TEXAS

Drawing Title

TRAIL EASEMENT

Project No.

531043601

Date

2025/09/09

Drawn By

ZNBM

Checked By

ABBR/MJN

Drawing No.

EX01

Sheet 3 of 17

EXHIBIT "D"

"TRAIL 4"

CENTERLINE DESCRIPTION OF A 20'-WIDE TRAIL EASEMENT BEING OUT OF LOT 16-X, BLOCK D OF TESSERA ON LAKE TRAVIS PHASE 1A, A SUBDIVISION OF RECORD LOCATED IN LAGO VISTA, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, APPEARING OF RECORD IN DOCUMENT NO. 201400071, SAID LOTS BEING OUT OF THAT CERTAIN LAND DESCRIBED IN DEEDS TO HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP, APPEARING OF RECORD IN DOCUMENT NOS. 2007077705 AND 2012194429 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS ("O.P.R.T.C.T." HEREFTER); SAID 20'-WIDE TRAIL EASEMENT BEING SITUATED 10' ON EITHER SIDE OF THE HEREIN DESCRIBED CENTERLINE, THE SIDELINES OF SAID EASEMENT BEING LENGTHENED OR SHORTENED TO MEET THE BOUNDARY OF THE PARENT TRACT AT THE POINT OF BEGINNING, SAID TRAIL EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING in the northeasterly line of said Lot 16-X, same being the southwesterly line of Lot 13-X, Block D of said Tessera on Lake Travis Phase 1A, from which a cotton spindle found in the southeasterly line of Tessera Parkway, a 60'-wide public right-of-way, as dedicated by said Tessera on Lake Travis Phase 1A, for the northernmost common corner of Lots 16-X and 14, Block D, of said Phase 1A, bears N 59° 14' 56" W 320.82';

THENCE, traversing through said Lot 16-X, the following **44 COURSES AND DISTANCES**:

• S 19° 53' 11" E 25.74',	• S 09° 03' 22" E 35.95',	• S 00° 27' 22" W 35.14',	• S 08° 33' 16" E 39.53',
• S 01° 22' 59" W 18.29',	• S 21° 13' 53" W 13.63',	• S 70° 56' 17" W 54.24',	• S 58° 51' 01" W 49.17',
• S 64° 30' 59" W 45.93',	• S 69° 11' 06" W 45.60',	• S 77° 50' 14" W 149.07',	• S 76° 45' 30" W 152.18',
• S 74° 22' 19" W 104.07',	• S 81° 01' 55" W 52.24',	• N 83° 58' 35" W 32.35',	• N 75° 35' 57" W 27.09',
• N 71° 26' 25" W 115.64',	• N 84° 27' 43" W 32.61',	• S 86° 23' 38" W 52.65',	• S 82° 22' 45" W 102.40',
• S 82° 04' 25" W 84.72',	• S 67° 00' 40" W 32.10',	• S 47° 23' 20" W 38.42',	• S 34° 36' 47" W 39.09',
• S 23° 50' 10" W 38.30',	• S 13° 04' 44" W 50.61',	• S 05° 45' 51" W 101.54',	• S 11° 28' 52" W 49.25',
• S 18° 55' 16" W 48.71',	• S 26° 15' 41" W 99.56',	• S 29° 41' 25" W 154.06',	• S 27° 07' 36" W 152.82',
• S 30° 06' 20" W 51.63',	• S 32° 47' 02" W 51.40',	• S 34° 22' 28" W 155.94',	• S 26° 34' 10" W 46.62',
• S 18° 37' 45" W 51.33',	• S 16° 01' 26" W 102.36',	• S 18° 41' 37" W 48.60',	• S 26° 29' 32" W 35.77',
• S 32° 10' 31" W 37.19',	• S 41° 54' 50" W 32.23',	• S 59° 38' 54" W 33.77',	

• S 68° 26' 18" W 30.75', to the **POINT OF TERMINATION** of the herein described "Trail 4", from said point of termination a cotton spindle found in the westerly line of said Tessera Parkway, for the easterly common corner of Lots 30-X and 31, Block J of said Tessera on Lake Travis Phase 1A, bears N 47° 51' 41" W 468.47', said centerline having a **total length of 2,750.27'**, said 20'-wide trail easement containing **1.26 acres**, more or less..

LANGAN

Langan Engineering and
Environmental Services, LLC
9606 N. Mopac Expressway, Suite 110
Austin, TX 78759
T: 737.289.7800 F: 737.289.7801 www.langan.com
TBPELS Firm No. 10194888

Project

TESSERA ON LAKE TRAVIS
CITY OF LAGO VISTA

TRAVIS COUNTY

TEXAS

Drawing Title

TRAIL EASEMENT

Project No.

531043601

Date

2025/09/09

Drawn By

ZNBM

Checked By

ABBR/MJN

Drawing No.

EX01

Sheet 4 of 17

EXHIBIT "E"

"TRAIL 5"

CENTERLINE DESCRIPTION OF A 20'-WIDE TRAIL EASEMENT BEING 1.46 ACRES OUT OF LOTS 16-X, 26-X, AND 27-X, BLOCK D OF TESSERA ON LAKE TRAVIS PHASE 1A, A SUBDIVISION OF RECORD LOCATED IN LAGO VISTA, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, APPEARING OF RECORD IN DOCUMENT NO. 201400071 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS ("O.P.R.T.C.T." HEREFTER), ALSO BEING OUT OF LOT 17R1-X, BLOCK D, OF THE REPLAT OF LOT 17-X, BLOCK D, TESSERA ON LAKE TRAVIS PHASE 1A, A RESUBDIVISION OF RECORD LOCATED IN LAGO VISTA, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, APPEARING OF RECORD IN DOCUMENT NO. 2020138287, O.P.R.T.C.T., SAID LOTS 16-X, 26-X, 27-X, AND 17R1-X BEING OUT OF THAT CERTAIN LAND DESCRIBED IN DEEDS TO HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP, APPEARING OF RECORD IN DOCUMENT NOS. 2007077705 AND 2012194429, O.P.R.T.C.T., SAID TRAIL EASEMENT ALSO BEING OUT OF THAT CERTAIN 13.452-ACRE TRACT OF LAND DESCRIBED AS "PARCEL 4" IN A DEED TO HINES LAKE TRAVIS LIMITED PARTNERSHIP APPEARING OF RECORD IN DOCUMENT NO. 2017173228, O.P.R.T.C.T., SAID TRAIL EASEMENT ALSO BEING OUT OF LOT 25-X, BLOCK A, OF TESSERA ON LAKE TRAVIS PHASE 3C, A SUBDIVISION OF RECORD LOCATED IN LAGO VISTA, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, APPEARING OF RECORD IN DOCUMENT NO. 202300256, O.P.R.T.C.T., SAID LOT 25-X BEING THAT SAME TRACT OF LAND DESCRIBED IN A DEED TO WESTIN HOMES AND PROPERTIES, L.P., APPEARING OF RECORD IN DOCUMENT NO. 2021258906, O.P.R.T.C.T.; SAID 20'-WIDE TRAIL EASEMENT BEING SITUATED 10' ON EITHER SIDE OF THE HEREIN DESCRIBED CENTERLINE, THE SIDELINES OF SAID EASEMENT BEING LENGTHENED OR SHORTENED TO MEET THE BOUNDARY OF THE PARENT TRACTS WHEN THE CENTERLINE ENDS AT THE BOUNDARY, SAID TRAIL EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING in said Lot 16-X, from which a cotton spindle found in the southwesterly curving line of Pace Ravine Drive, a 60'-wide public right-of-way, as dedicated by said Tessera on Lake Travis Phase 1A, for a northeasterly corner of said Lot 17R1-X bears N 56° 09' 00" W 401.56';

THENCE, traversing through said Lots 16-X and 17R1-X, said 13.452 Acres, and said Lot 25-X, the following **58 COURSES AND DISTANCES**:

• S 85° 19' 28" W 50.36', • S 80° 41' 00" W 99.14', • S 81° 07' 38" W 97.05', • S 83° 56' 53" W 49.29', at 16.58' passing the common line between said Lots 16-X and 17R1-X, from said crossing the northerly common corner of said Lots 16-X and 17R1-X bears N 06° 07' 07" E 199.70',
• S 87° 54' 26" W 52.87', continuing through said Lot 17R1-X, • S 82° 37' 05" W 27.69', • S 69° 37' 37" W 29.28', • S 60° 36' 11" W 83.55',
• S 65° 04' 57" W 48.93', • S 68° 53' 20" W 53.38', • S 87° 31' 36" W 14.07', • N 79° 46' 42" W 31.80',
• N 61° 01' 22" W 32.38', • N 41° 06' 25" W 30.42', • N 29° 35' 13" W 131.84', • N 25° 21' 55" W 101.72', at 14.47' passing the common line between said Lot 17R1-X and said 13.452 Acres, from said crossing a cotton spindle found in the west line of said Tessera on Lake Travis Phase 1A, for the north corner of said 13.452 Acres and a southeast corner of said Lot 25-X, bears N 07° 21' 54" W 882.57',
• N 29° 14' 24" W 50.15', continuing through said 13.452 Acres, • N 25° 48' 16" W 48.32',
• N 12° 46' 06" W 33.82', • N 01° 07' 14" W 34.05', • N 11° 03' 36" E 102.55', • N 03° 26' 11" E 48.27',
• N 12° 03' 26" E 28.81', • N 25° 13' 48" E 27.90',
• N 30° 45' 25" E 47.46', • N 06° 22' 47" E 27.89', • N 14° 42' 11" W 34.03', • N 33° 16' 06" W 36.93',
• N 54° 14' 30" W 77.15', • N 28° 41' 38" W 31.94', • N 12° 04' 02" W 33.67', • N 00° 05' 35" W 38.86',
• N 11° 09' 10" E 38.03', at 24.50' passing the common line between said 13.452 Acres and said Lot 25-X, from said crossing the aforementioned cotton spindle found for the north corner of said 13.452 Acres bears N 60° 32' 07" E 281.92',
• N 16° 56' 45" E 100.25', • N 20° 32' 31" E 104.47', • N 25° 02' 48" E 190.23', • N 40° 07' 35" E 231.92',
• N 46° 59' 08" E 49.79', at 1.50' passing the common line between said Lot 25-X and Lot 26-X, from said crossing a cotton spindle found for the northernmost corner of said Lot 26-X bears N 07° 21' 05" E 6.50', from said cotton spindle another cotton spindle found bears S 52° 39' 09" E 0.14', continuing through said Lot 26-X, at 5.97' pass the common line between said Lots 26-X and 27-X, continuing through Lot 27-X, at 23.34' pass the common line between said Lots 27-X and Lot 25-X,
• N 55° 20' 22" E 49.08', continuing through said Lot 25-X, • N 49° 22' 36" E 32.29', • N 24° 42' 58" E 30.22',
• N 16° 20' 18" W 28.58', • N 34° 34' 24" W 44.12', • N 06° 07' 46" W 32.33', • N 29° 41' 01" E 31.26',
• N 40° 18' 23" E 35.71', • N 47° 43' 06" E 35.81', • N 63° 06' 10" E 32.33', • N 72° 46' 44" E 47.55',
• N 66° 02' 03" E 45.65', • N 83° 55' 02" E 26.13', at 7.06' passing the common line between said Lots 25-X and 27-X, from said crossing a cotton spindle found for a common corner of said Lots 25-X and 27-X bears S 29° 43' 25" W 301.11',
• S 68° 31' 50" E 25.96', • S 12° 42' 13" E 24.75', • S 00° 27' 25" E 72.62', • S 27° 07' 05" E 19.26',
• S 44° 49' 36" E 76.98', • S 60° 13' 38" E 25.11',
• S 71° 52' 17" E 120.95', to the northeasterly line of said Lot 27-X, same being the southwesterly line of said Pace Ravine Drive, for the **POINT OF TERMINATION** of the herein described "Trail 5", from said point of termination a cotton spindle found for the southwest corner of Lot 28, Block D of said Tessera on Lake Travis Phase 1A, bears N 66° 37' 16" W 131.76', said centerline having a **total length of 3,186.93'**, said 20'-wide trail easement containing **1.46 acres**, more or less.

LANGAN

Langan Engineering and
Environmental Services, LLC
9606 N. Mopac Expressway, Suite 110
Austin, TX 78759

T: 737.289.7800 F: 737.289.7801 www.langan.com
TBPELS Firm No. 10194888

Project

TESSERA ON LAKE TRAVIS
CITY OF LAGO VISTA

TRAVIS COUNTY

TEXAS

Drawing Title

TRAIL EASEMENT

Project No.

531043601

Date

2025/09/09

Drawn By

ZNBM

Checked By

ABBR/MJN

Drawing No.

EX01

Sheet 5 of 17

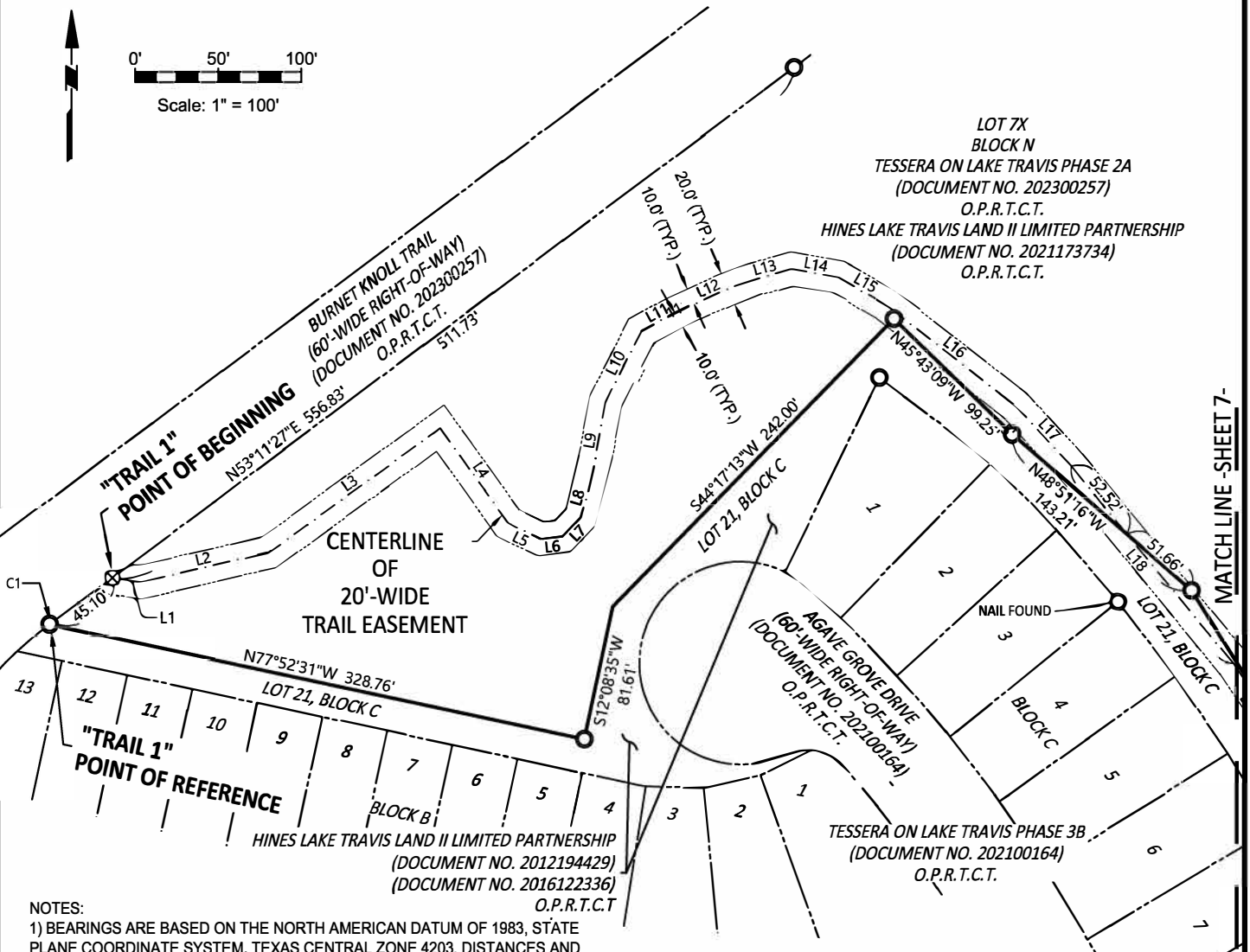
EXHIBIT "F"



0' 50' 100'

Scale: 1" = 100'

LOT 7X
BLOCK N
TESSERA ON LAKE TRAVIS PHASE 2A
(DOCUMENT NO. 202300257)
O.P.R.T.C.T.
HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP
(DOCUMENT NO. 2021173734)
O.P.R.T.C.T.



NOTES:

- 1) BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE 4203. DISTANCES AND AREAS HAVE BEEN SCALED BY A FACTOR OF 1.0001221 AND THUS REPRESENT SURFACE MEASUREMENTS.
- 2) IF THE HEREIN DESCRIBED TRAILS BEGIN OR END AT A BOUNDARY LINE, IT IS THE INTENTION OF THE SURVEYOR THAT THE EXTENTS OF THE EASEMENT BE EXTENDED OR TRIMMED AS NECESSARY TO MEET SAID BOUNDARY LINE. IF THE TRAILS FLOAT IN THE MIDDLE OF THE LOT, IT IS THE INTENTION OF THE SURVEYOR TO EXTEND 10' BEFORE THE POINT OF BEGINNING OR 10' PAST THE POINT OF TERMINATION.

I, Michael Jack Needham, hereby certify that this exhibit describes the proposed easements.

Michael Jack Needham

Michael Jack Needham
Registered Professional Land Surveyor No. 5183
jneedham@langan.com
September 9, 2025



CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	2.08'	245.00'	N 56°24'11" E	2.08'
C2	34.33'	390.00'	N 39°23'29" E	34.32'

*SEE SHEET 17 OF 17 FOR LINE TABLES

LEGEND

- SUBDIVISION LINE
- LOT LINE
- - - EASEMENT CENTERLINE
- - - EASEMENT EXTENTS
- - - EASEMENT TIE TO BOUNDARY
- COTTON SPINDLE FOUND (UNLESS NOTED OTHERWISE)
- ⊗ EASEMENT BEGINNING/TERMINATION

LANGAN

Langan Engineering and
Environmental Services, LLC
9606 N. Mopac Expressway, Suite 110
Austin, TX 78759
T: 737.289.7800 F: 737.289.7801 www.langan.com
TBPELS Firm No. 10194888

Project

TESSERA ON LAKE TRAVIS
CITY OF LAGO VISTA

TRAVIS COUNTY

TEXAS

Drawing Title

TRAIL EASEMENT

Project No.
531010522

Date
2025/09/09

Drawn By
ZNB

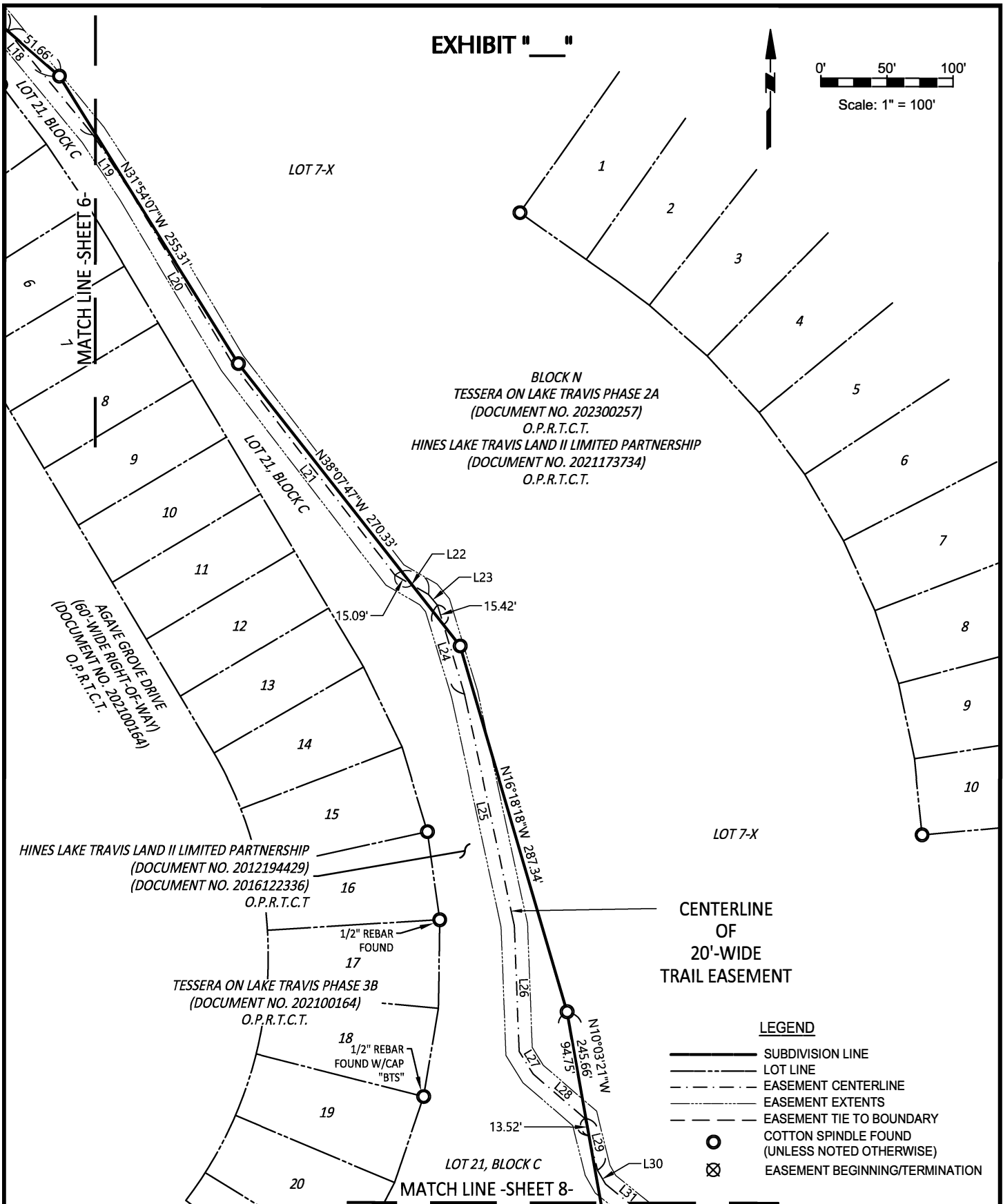
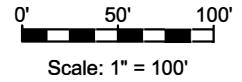
Checked By
SL/MJN

Drawing No.

EX01

Sheet 6 of 17

EXHIBIT " _ "



- LEGEND**
- SUBDIVISION LINE
 - LOT LINE
 - EASEMENT CENTERLINE
 - EASEMENT EXTENTS
 - EASEMENT TIE TO BOUNDARY
 - COTTON SPINDLE FOUND (UNLESS NOTED OTHERWISE)
 - EASEMENT BEGINNING/TERMINATION

LANGAN

Langan Engineering and
Environmental Services, LLC
9606 N. Mopac Expressway, Suite 110
Austin, TX 78759
T: 737.289.7800 F: 737.289.7801 www.langan.com
TBPELS Firm No. 10194888

Project

TESSERA ON LAKE TRAVIS
CITY OF LAGO VISTA

TRAVIS COUNTY

TEXAS

Drawing Title

TRAIL EASEMENT

Project No.

531010522

Date

2025/09/09

Drawn By

ZNB

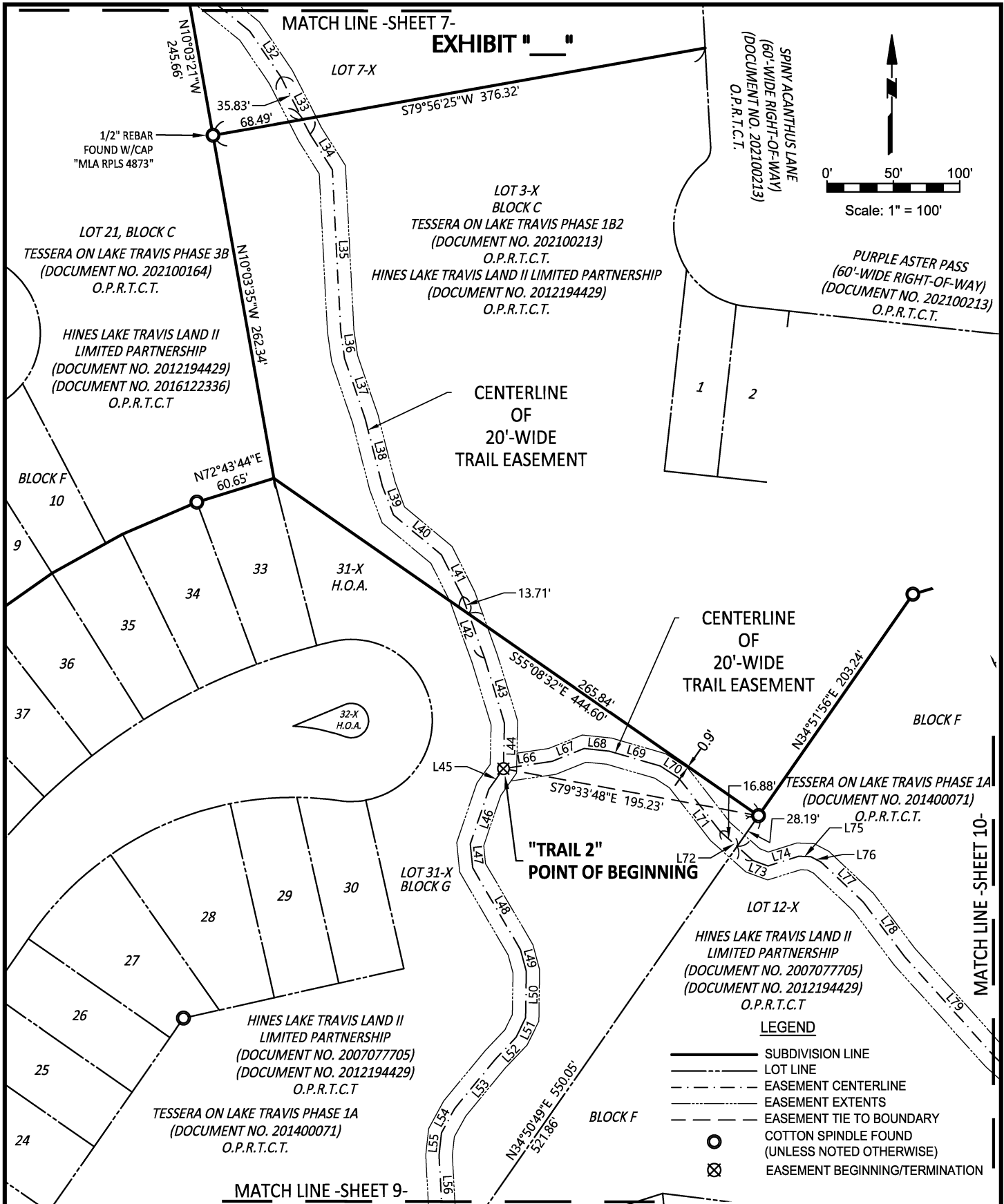
Checked By

SL/MJN

Drawing No.

EX01

Sheet 7 of 17



LANGAN

Langan Engineering and
Environmental Services, LLC
9606 N. Mopac Expressway, Suite 110
Austin, TX 78759
T: 737.289.7800 F: 737.289.7801 www.langan.com
TBPELS Firm No. 10194888

Project

TESSERA ON LAKE TRAVIS
CITY OF LAGO VISTA

TRAVIS COUNTY

TEXAS

Drawing Title

TRAIL EASEMENT

Project No.

531010522

Date

2025/09/09

Drawn By

ZNBH

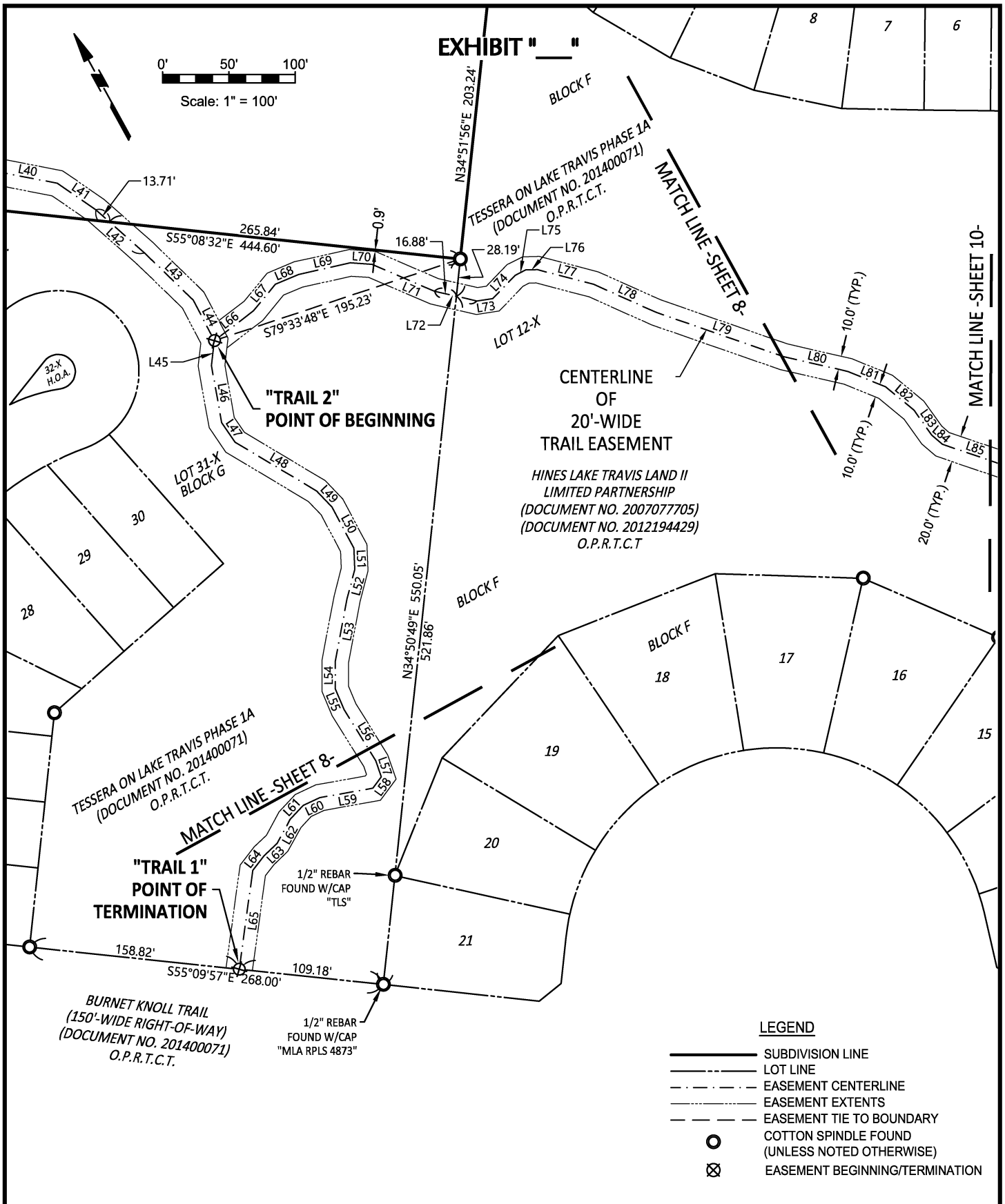
Checked By

SL/MJN

Drawing No.

EX01

Sheet 8 of 17



LANGAN

Langan Engineering and
Environmental Services, LLC
9606 N. Mopac Expressway, Suite 110
Austin, TX 78759
T: 737.289.7800 F: 737.289.7801 www.langan.com
TBPELS Firm No. 10194888

Project

TESSERA ON LAKE TRAVIS
CITY OF LAGO VISTA

TRAVIS COUNTY

TEXAS

Drawing Title

TRAIL EASEMENT

Project No.

531010522

Date

2025/09/09

Drawn By

ZNBM

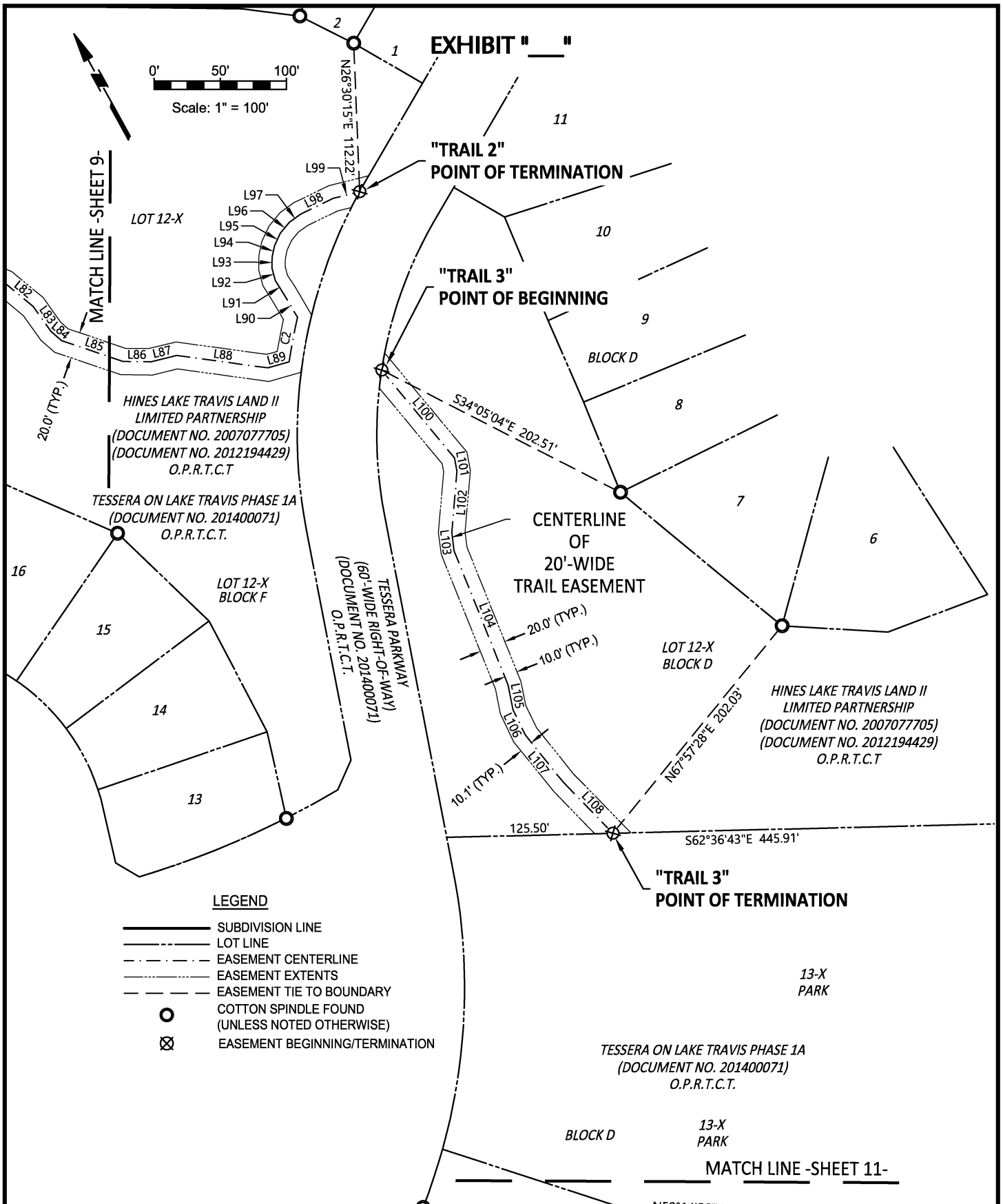
Checked By

SL/MJN

Drawing No.

EX01

Sheet 9 of 17



LANGAN

Langan Engineering and
Environmental Services, LLC
9606 N. Mopac Expressway, Suite 110
Austin, TX 78759

T: 737.289.7800 F: 737.289.7801 www.langan.com
TBPELS Firm No. 10194888

Project

TESSERA ON LAKE TRAVIS
CITY OF LAGO VISTA

TRAVIS COUNTY

TEXAS

Drawing Title

TRAIL EASEMENT

Project No.
531010522

Date
2025/09/09

Drawn By
ZNB

Checked By
SL/MJN

Drawing No.

EX01

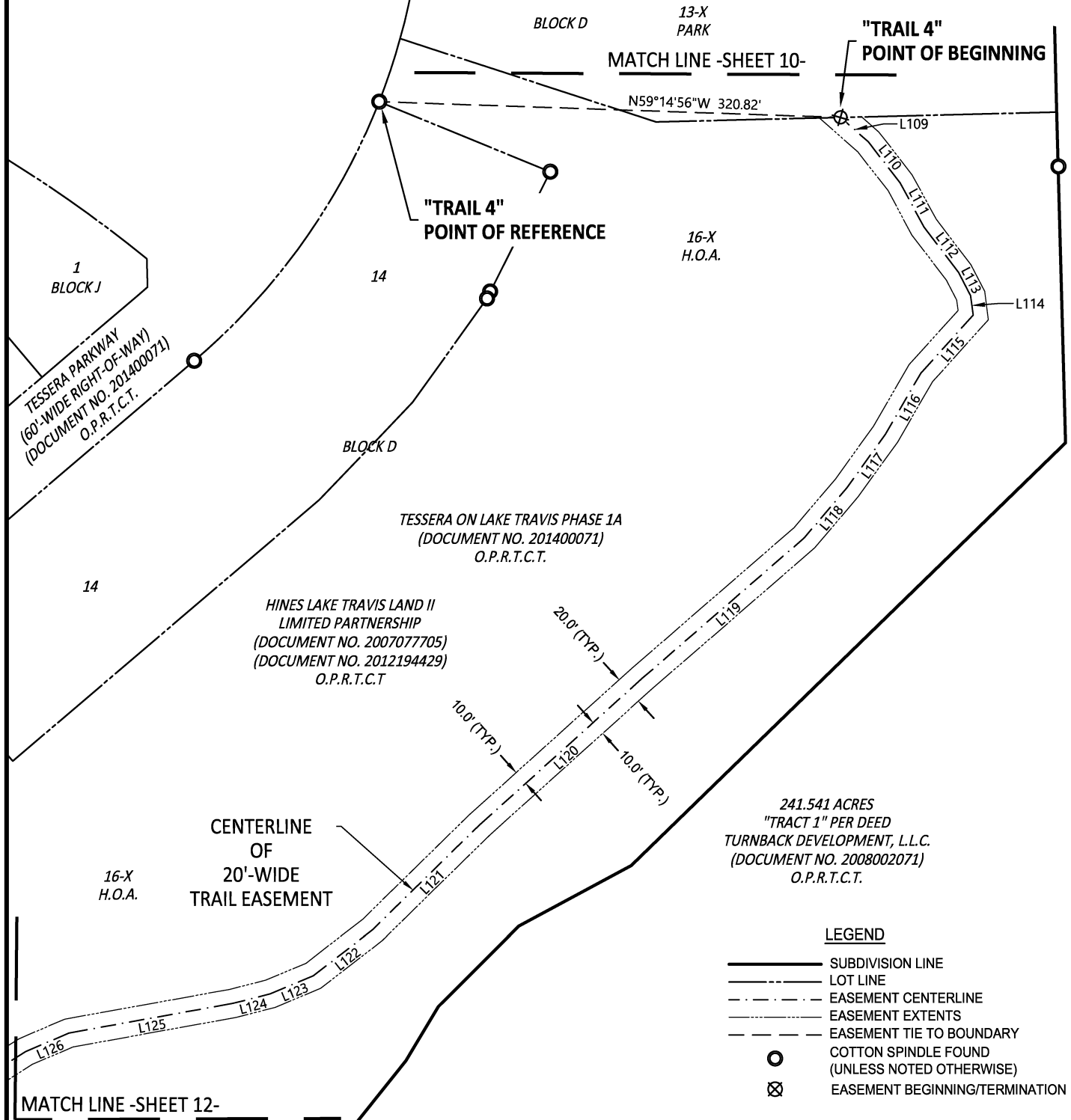
Sheet 10 of 17

EXHIBIT " _ "



0' 50' 100'

Scale: 1" = 100'



LEGEND

- SUBDIVISION LINE
- - - LOT LINE
- . - . - EASEMENT CENTERLINE
- - - EASEMENT EXTENTS
- - - EASEMENT TIE TO BOUNDARY
- COTTON SPINDLE FOUND (UNLESS NOTED OTHERWISE)
- ⊗ EASEMENT BEGINNING/TERMINATION

LANGAN

Langan Engineering and Environmental Services, LLC
9606 N. Mopac Expressway, Suite 110
Austin, TX 78759
T: 737.289.7800 F: 737.289.7801 www.langan.com
TBPELS Firm No. 10194888

Project

TESSERA ON LAKE TRAVIS
CITY OF LAGO VISTA

TRAVIS COUNTY

TEXAS

Drawing Title

TRAIL EASEMENT

Project No.

531010522

Date

2025/09/09

Drawn By

ZNBM

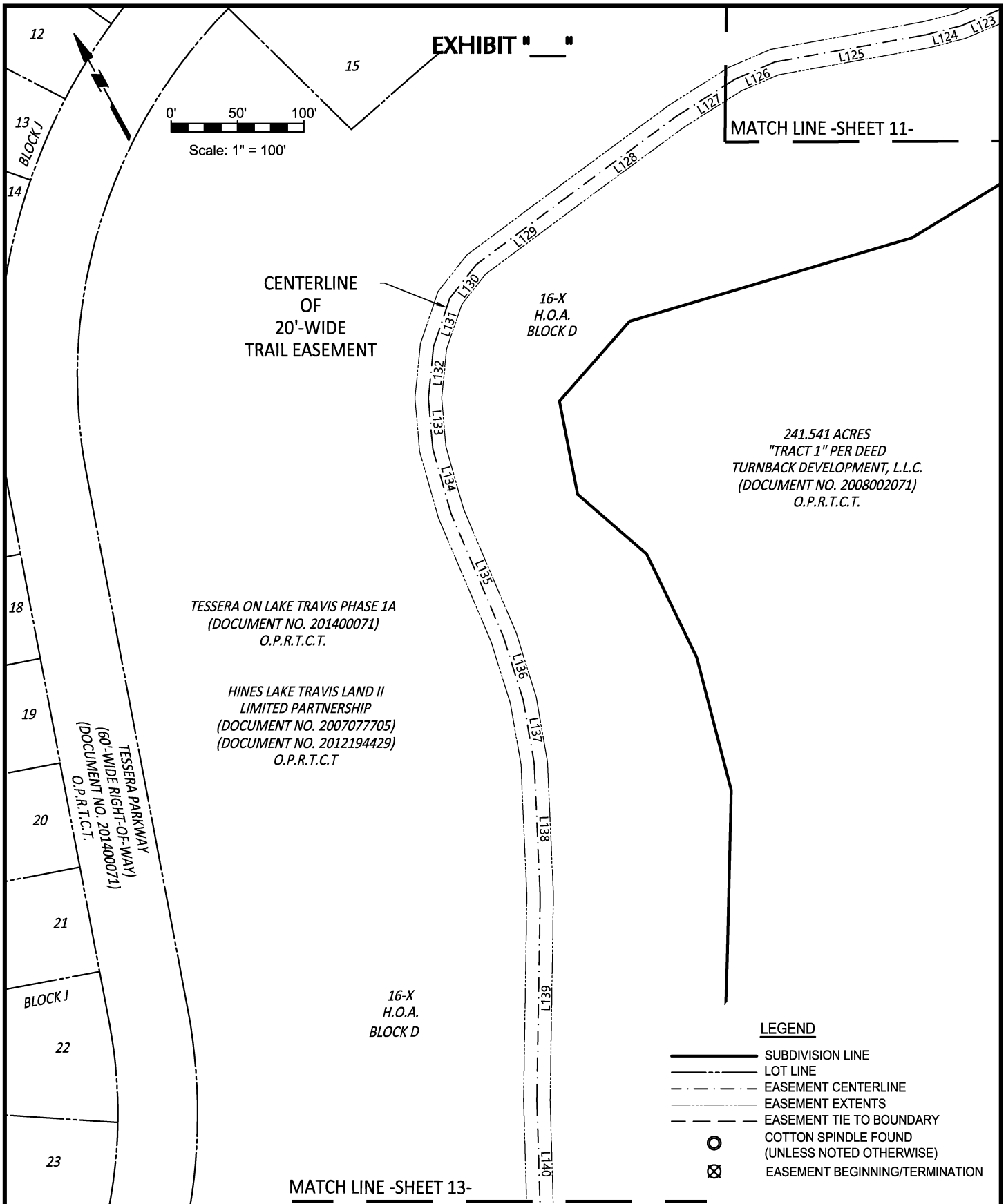
Checked By

SL/MJN

Drawing No.

EX01

Sheet 11 of 17



LANGAN

Langan Engineering and
Environmental Services, LLC
9606 N. Mopac Expressway, Suite 110
Austin, TX 78759
T: 737.289.7800 F: 737.289.7801 www.langan.com
TBPELS Firm No. 10194888

Project

TESSERA ON LAKE TRAVIS
CITY OF LAGO VISTA

TRAVIS COUNTY

TEXAS

Drawing Title

TRAIL EASEMENT

Project No.

531010522

Date

2025/09/09

Drawn By

ZNBM

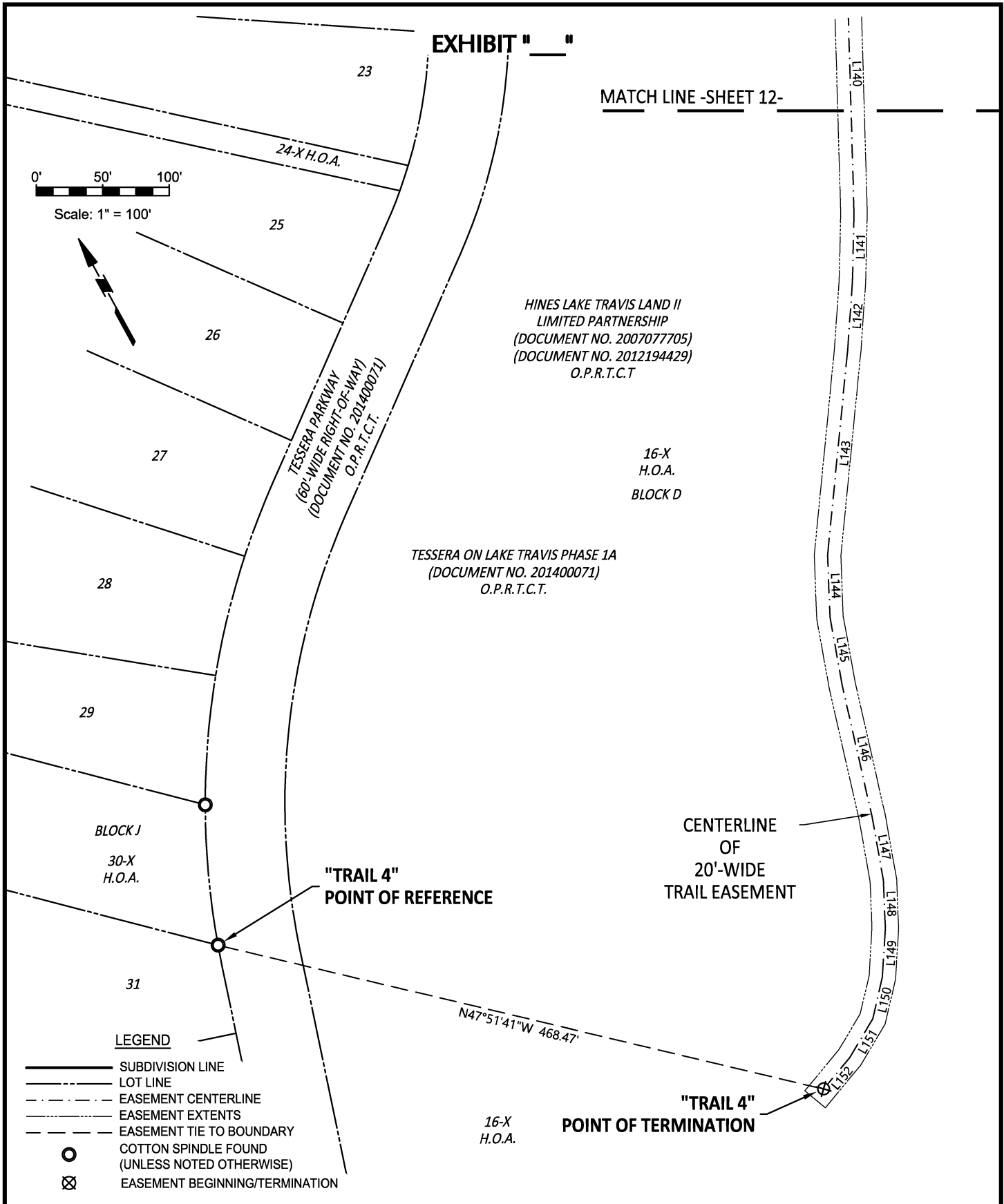
Checked By

SL/MJN

Drawing No.

EX01

Sheet 12 of 17



LANGAN Langan Engineering and Environmental Services, LLC 9606 N. Mopac Expressway, Suite 110 Austin, TX 78759 T: 737.289.7800 F: 737.289.7801 www.langan.com TBPELS Firm No. 10194888	Project TESSERA ON LAKE TRAVIS CITY OF LAGO VISTA TRAVIS COUNTY TEXAS	Drawing Title TRAIL EASEMENT	Project No. 531010522	EX01 Sheet 13 of 17
			Date 2025/09/09	
			Drawn By ZNB	
			Checked By SL/MJN	

© 2025 Langan

0' 50' 100'

Scale: 1" = 100'

EXHIBIT " "

PACE RAVINE DRIVE
(60'-WIDE RIGHT-OF-WAY)
(DOCUMENT NO. 201400071)
O.P.R.T.C.T.

16-X
H.O.A.

"TRAIL 5"
POINT OF REFERENCE

"TRAIL 5"
POINT OF BEGINNING

17R1-X

17R2-X
REPLAT OF LOT 17-X, BLOCK D,
TESSERA ON LAKE TRAVIS PHASE 1A
(DOCUMENT NO. 2020138287)
O.P.R.T.C.T.

BLOCK D

HINES LAKE TRAVIS LAND II
LIMITED PARTNERSHIP
(DOCUMENT NO. 2007077705)
(DOCUMENT NO. 2012194429)
O.P.R.T.C.T.

TESSERA ON LAKE TRAVIS PHASE 1A
(DOCUMENT NO. 201400071)
O.P.R.T.C.T.

HINES LAKE TRAVIS LAND II
LIMITED PARTNERSHIP
(DOCUMENT NO. 2007077705)
(DOCUMENT NO. 2012194429)
O.P.R.T.C.T.

17R1-X
REPLAT OF LOT 17-X, BLOCK D,
TESSERA ON LAKE TRAVIS PHASE 1A
(DOCUMENT NO. 2020138287)
O.P.R.T.C.T.

CENTERLINE
OF
20'-WIDE
TRAIL EASEMENT

16-X
H.O.A.

241.541 ACRES
"TRACT 1" PER DEED
TURNBACK DEVELOPMENT, L.L.C.
(DOCUMENT NO. 2008002071)
O.P.R.T.C.T.

17-X
H.O.A.

BLOCK D

LEGEND

- SUBDIVISION LINE
- - - LOT LINE
- . - . - EASEMENT CENTERLINE
- - - EASEMENT EXTENTS
- - - EASEMENT TIE TO BOUNDARY
- COTTON SPINDLE FOUND
(UNLESS NOTED OTHERWISE)
- ⊗ EASEMENT BEGINNING/TERMINATION

13.452 ACRES
"PARCEL 4"
HINES LAKE TRAVIS LAND LIMITED PARTNERSHIP
(DOCUMENT NO. 2017173228)
O.P.R.T.C.T.

LANGAN

Langan Engineering and
Environmental Services, LLC
9606 N. Mopac Expressway, Suite 110
Austin, TX 78759
T: 737.289.7800 F: 737.289.7801 www.langan.com
TBPELS Firm No. 10194888

Project

TESSERA ON LAKE TRAVIS
CITY OF LAGO VISTA

TRAVIS COUNTY

TEXAS

Drawing Title

TRAIL EASEMENT

Project No.

531010522

Date

2025/09/09

Drawn By

ZNBM

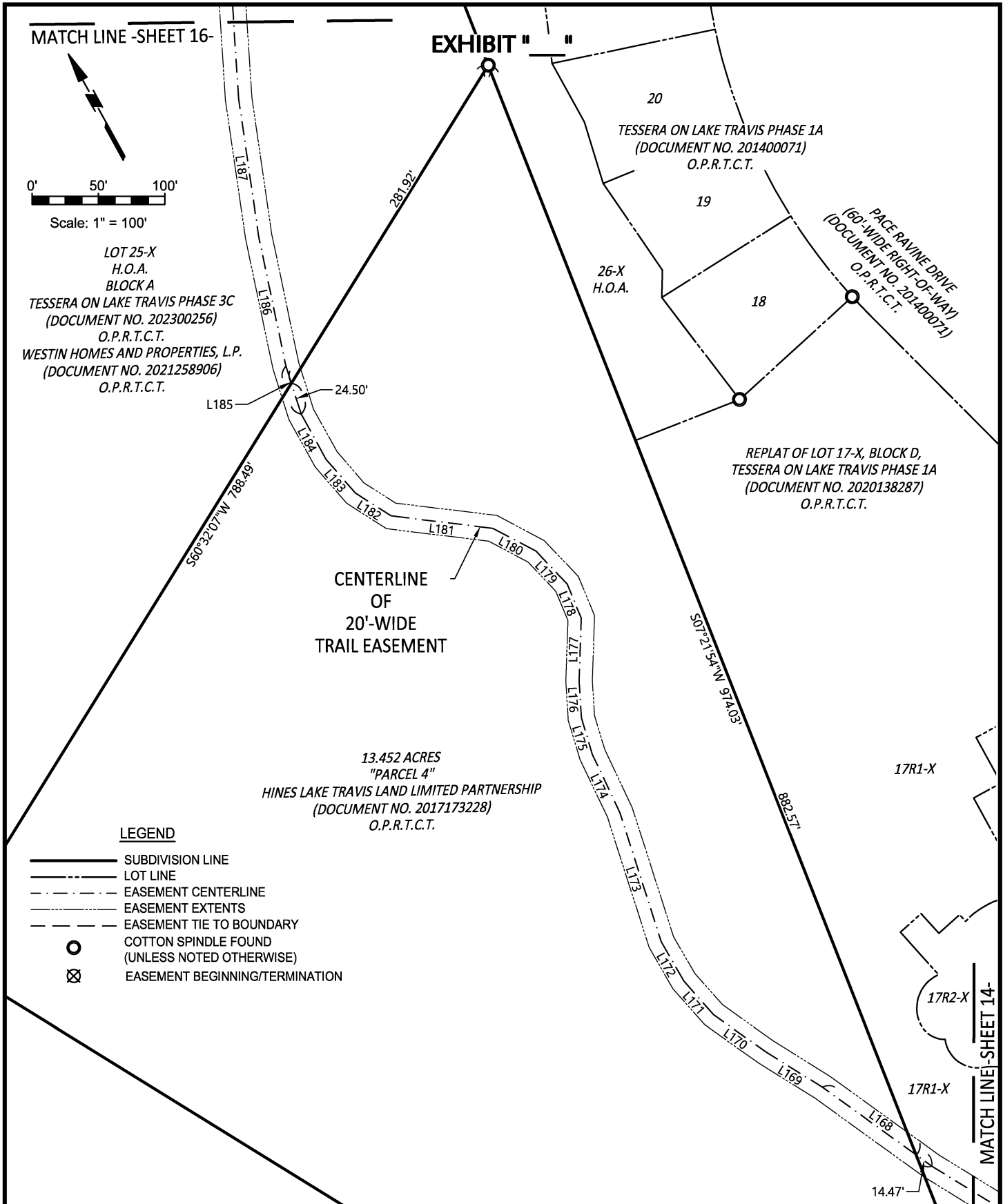
Checked By

SL/MJN

Drawing No.

EX01

Sheet 14 of 17



LANGAN

Langan Engineering and
Environmental Services, LLC
9606 N. Mopac Expressway, Suite 110
Austin, TX 78759
T: 737.289.7800 F: 737.289.7801 www.langan.com
TBPELS Firm No. 10194888

Project

TESSERA ON LAKE TRAVIS
CITY OF LAGO VISTA

TRAVIS COUNTY

TEXAS

Drawing Title

TRAIL EASEMENT

Project No.

531010522

Date

2025/09/09

Drawn By

ZNBM

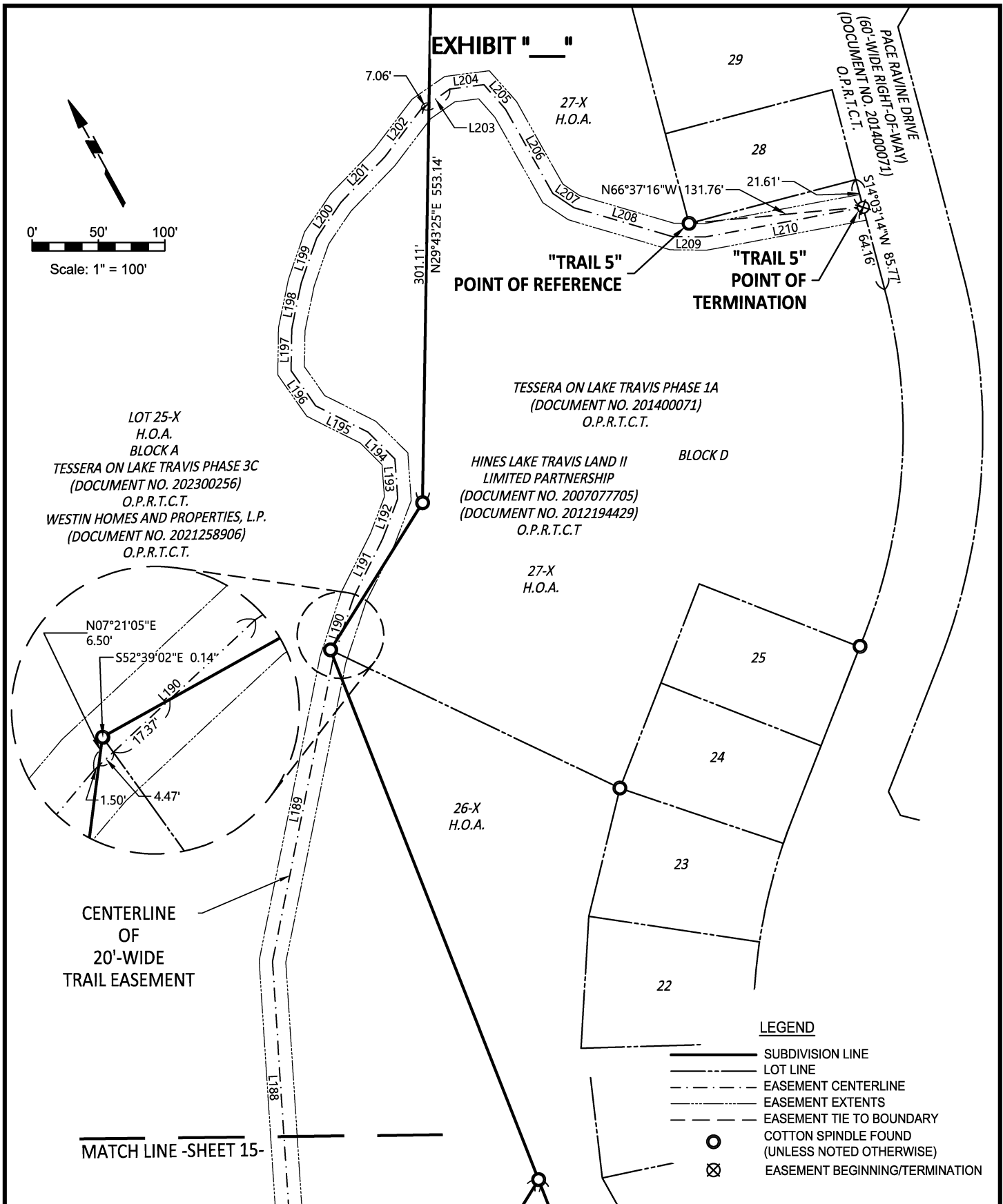
Checked By

SL/MJN

Drawing No.

EX01

Sheet 15 of 17



LANGAN

Langan Engineering and
Environmental Services, LLC
9606 N. Mopac Expressway, Suite 110
Austin, TX 78759
T: 737.289.7800 F: 737.289.7801 www.langan.com
TBPELS Firm No. 10194888

Project

TESSERA ON LAKE TRAVIS
CITY OF LAGO VISTA

TRAVIS COUNTY

TEXAS

Drawing Title

TRAIL EASEMENT

Project No.

531010522

Date

2025/09/09

Drawn By

ZNBM

Checked By

SL/MJN

Drawing No.

EX01

Sheet 16 of 17

EXHIBIT " _ " "

Line Table			Line Table			Line Table			Line Table			Line Table		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S81°33'46"E	17.46'	L43	S17°01'16"E	51.05'	L85	S42°23'17"E	49.05'	L127	S86°23'38"W	52.65'	L169	N29°14'24"W	50.15'
L2	N76°57'05"E	78.88'	L44	S01°15'47"W	34.44'	L86	S60°43'33"E	21.15'	L128	S82°22'45"W	102.40'	L170	N25°48'16"W	48.32'
L3	N53°59'56"E	127.25'	L45	S35°23'51"W	18.95'	L87	S74°49'57"E	19.97'	L129	S82°04'25"W	84.72'	L171	N12°46'06"W	33.82'
L4	S35°29'00"E	70.01'	L46	S18°36'55"W	43.66'	L88	S53°27'10"E	69.42'	L130	S67°00'40"W	32.10'	L172	N01°07'14"W	34.05'
L5	S64°11'41"E	21.92'	L47	S05°33'30"E	17.94'	L89	S77°02'46"E	16.71'	L131	S47°23'20"W	38.42'	L173	N11°03'36"E	102.55'
L6	N83°38'27"E	13.00'	L48	S30°18'44"E	71.58'	L90	N01°48'16"W	20.13'	L132	S34°36'47"W	39.09'	L174	N03°26'11"E	48.27'
L7	N44°12'59"E	15.77'	L49	S14°50'15"E	16.62'	L91	N03°23'28"W	12.38'	L133	S23°50'10"W	38.30'	L175	N12°03'26"E	28.81'
L8	N16°36'51"E	22.06'	L50	S00°43'48"W	35.10'	L92	N14°01'13"E	9.59'	L134	S13°04'44"W	50.61'	L176	N25°13'48"E	27.90'
L9	N10°08'39"E	49.01'	L51	S26°24'27"W	16.19'	L93	N29°18'07"E	8.51'	L135	S05°45'51"W	101.54'	L177	N30°45'25"E	47.46'
L10	N26°57'06"E	47.76'	L52	S43°22'08"W	22.78'	L94	N41°11'20"E	8.55'	L136	S11°28'52"W	49.25'	L178	N06°22'47"E	27.89'
L11	N60°54'17"E	26.78'	L53	S39°31'14"W	48.03'	L95	N53°59'47"E	10.42'	L137	S18°55'16"W	48.71'	L179	N14°42'11"W	34.03'
L12	N66°38'45"E	41.32'	L54	S28°30'37"W	20.79'	L96	N68°18'35"E	10.59'	L138	S26°15'41"W	99.56'	L180	N33°16'06"W	36.93'
L13	N74°26'15"E	30.08'	L55	S06°12'28"W	17.04'	L97	N82°34'02"E	10.54'	L139	S29°41'25"W	154.06'	L181	N54°14'30"W	77.15'
L14	S79°59'00"E	28.42'	L56	S03°00'31"E	45.33'	L98	S87°01'02"E	27.51'	L140	S27°07'36"W	152.82'	L182	N28°41'38"W	31.94'
L15	S60°24'13"E	32.24'	L57	S09°36'19"W	12.73'	L99	S75°11'15"E	20.45'	L141	S30°06'20"W	51.63'	L183	N12°04'02"W	33.67'
L16	S52°00'53"E	99.13'	L58	S65°05'53"W	10.67'	L100	S10°51'36"E	86.05'	L142	S32°47'02"W	51.40'	L184	N00°05'35"W	38.86'
L17	S42°38'19"E	50.20'	L59	N71°19'36"W	40.59'	L101	S17°42'28"W	10.18'	L143	S34°22'28"W	155.94'	L185	N11°09'10"E	38.03'
L18	S39°22'33"E	153.90'	L60	N86°17'42"W	13.83'	L102	S33°39'14"W	46.49'	L144	S26°34'10"W	46.62'	L186	N16°56'45"E	100.25'
L19	S33°18'24"E	52.33'	L61	S71°49'50"W	14.59'	L103	S21°33'05"W	13.97'	L145	S18°37'45"W	51.33'	L187	N20°32'31"E	104.47'
L20	S30°43'17"E	149.26'	L62	S57°17'03"W	20.37'	L104	S06°52'55"W	109.46'	L146	S16°01'26"W	102.36'	L188	N25°02'48"E	190.23'
L21	S37°29'37"E	200.94'	L63	S75°05'39"W	13.63'	L105	S17°31'56"W	18.76'	L147	S18°41'37"W	48.60'	L189	N40°07'35"E	231.92'
L22	S59°52'13"E	29.25'	L64	S66°42'59"W	13.89'	L106	S03°05'51"W	21.18'	L148	S26°29'32"W	35.77'	L190	N46°59'08"E	49.79'
L23	S39°56'52"E	10.61'	L65	S36°34'16"W	75.31'	L107	S10°00'49"E	46.00'	L149	S32°10'31"W	37.19'	L191	N55°20'22"E	49.08'
L24	S16°54'01"E	70.22'	L66	N81°27'28"E	37.11'	L108	S15°26'12"E	53.58'	L150	S41°54'50"W	32.23'	L192	N49°22'36"E	32.29'
L25	S12°10'31"E	178.31'	L67	N68°11'28"E	25.93'	L109	S19°53'11"E	25.74'	L151	S59°38'54"W	33.77'	L193	N24°42'58"E	30.22'
L26	S02°10'03"E	94.76'	L68	S84°05'54"E	18.93'	L110	S09°03'22"E	35.95'	L152	S68°26'18"W	30.75'	L194	N16°20'18"W	28.58'
L27	S31°56'40"E	20.05'	L69	S73°48'28"E	39.98'	L111	S00°27'22"W	35.14'	L153	S85°19'28"W	50.36'	L195	N34°34'24"W	44.12'
L28	S49°10'50"E	51.24'	L70	S57°22'27"E	16.34'	L112	S08°33'16"E	39.53'	L154	S80°41'00"W	99.14'	L196	N06°07'46"W	32.33'
L29	S13°54'20"E	40.28'	L71	S37°51'01"E	51.35'	L113	S01°22'59"W	18.29'	L155	S81°07'38"W	97.05'	L197	N29°41'01"E	31.26'
L30	S29°45'50"E	12.00'	L72	S48°25'52"E	32.75'	L114	S21°13'53"W	13.63'	L156	S83°56'53"W	49.29'	L198	N40°18'23"E	35.71'
L31	S51°00'50"E	53.55'	L73	S69°34'52"E	12.15'	L115	S70°56'17"W	54.24'	L157	S87°54'26"W	52.87'	L199	N47°43'06"E	35.81'
L32	S34°09'19"E	41.83'	L74	N72°32'41"E	24.23'	L116	S58°51'01"W	49.17'	L158	S82°37'05"W	27.69'	L200	N63°06'10"E	32.33'
L33	S27°02'18"E	48.24'	L75	S87°59'00"E	9.06'	L117	S64°30'59"W	45.93'	L159	S69°37'37"W	29.28'	L201	N72°46'44"E	47.55'
L34	S32°04'05"E	31.60'	L76	S62°27'02"E	8.94'	L118	S69°11'06"W	45.60'	L160	S60°36'11"W	83.55'	L202	N66°02'03"E	45.65'
L35	S02°58'17"E	121.38'	L77	S46°31'54"E	43.58'	L119	S77°50'14"W	149.07'	L161	S65°04'57"W	48.93'	L203	N83°55'02"E	26.13'
L36	S08°03'28"E	21.09'	L78	S37°03'13"E	51.61'	L120	S76°45'30"W	152.18'	L162	S68°53'20"W	53.38'	L204	S68°31'50"E	25.96'
L37	S18°50'45"E	48.43'	L79	S42°00'46"E	101.89'	L121	S74°22'19"W	104.07'	L163	S87°31'36"W	14.07'	L205	S12°42'13"E	24.75'
L38	S14°18'55"E	51.99'	L80	S48°18'14"E	49.55'	L122	S81°01'55"W	52.24'	L164	N79°46'42"W	31.80'	L206	S00°27'25"E	72.62'
L39	S20°49'30"E	23.25'	L81	S39°02'55"E	30.63'	L123	N83°58'35"W	32.35'	L165	N61°01'22"W	32.38'	L207	S27°07'05"E	19.26'
L40	S50°12'30"E	47.12'	L82	S21°39'57"E	27.79'	L124	N75°35'57"W	27.09'	L166	N41°06'25"W	30.42'	L208	S44°49'36"E	76.98'
L41	S26°38'09"E	35.26'	L83	S06°39'47"E	23.04'	L125	N71°26'25"W	115.64'	L167	N29°35'13"W	131.84'	L209	S60°13'38"E	25.11'
L42	S19°44'02"E	49.12'	L84	S20°21'32"E	10.60'	L126	N84°27'43"W	32.61'	L168	N25°21'55"W	101.72'	L210	S71°52'17"E	120.95'

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 2, 2025

SUBMITTED BY: Mayor Sullivan, City Council

SUBJECT: Discussion, Consideration, and Possible action surrounding the city's strategy and priorities related to reaching an agreement between itself and the Rusty Allen Airport POA and any possible items the council would like to recommend the AAB take up for possible recommendation back to council

BACKGROUND: This item was on the June 26th agenda and agreement was made by the council to bring this back for additional consideration at the second meeting in September.

The city has implemented 3 different agreements with the Rusty Allen Airport POA (RAAPOA) over more than 2 decades. An original agreement was signed in 1999, a renewal in 2009, and a second renewal in 2019. The 2019 renewal agreement expired at the end of February 2024. The RAAPOA sent the city a letter of non-renewal of the 2019 agreement in November of 2023 and no agreement has been in place for 16 months. The city did not receive the RAAPOA's annual maintenance payment in the summer of 2024, and with no action, will not receive a payment in the summer of 2025 either.

In April of 2024, the council approved Resolution 24-2056 and in March of 2025, the council approved Resolution 25-2116 to designate people to negotiate on behalf of the city relative to garnering a Section 185 grandfathering designation from the FAA. The purpose of the grandfathering was to make the city immune to the need to comply with the 2012 FAA Modernization Act with the end goal of being able to come to an agreement with the RAAPOA on an annual maintenance agreement and restarting the payment by the RAAPOA of an annual maintenance payment to the city. At this time, no fruit has been born by these resolutions, and the AAB has not even met to discuss such issues in all of 2025. Its only meeting in 2025 was in January and it was only to discuss Resolution 25-2116. No future meetings of the AAB are scheduled at this

time. (UPDATE: The AAB met on July 28th, 2025 and Council member Saum and AAB Chair Lowry sent an email/letter to Michael Nieves of the FAA on August 14th – it is included in the packet).

In the March to May timeframe of 2025, Mayor Sullivan conducted an informal, fact-finding email thread with FAA personnel involved with determining airport sponsor's qualifications for grandfathering under Section 185. That email thread is attached and shows that the FAA is still of the opinion that Lago Vista as sponsor of Rusty Allen Airport still does not qualify for the Section 185 grandfathering. Given this information as well as the previous assertions by TxDOT Aviation officials (see attached notes from December 2023 and December 2024 discussions with TxDOT Aviation officials) that the city should seek to opt out of the Federal NPIAS system and align directly with TxDOT, should the council reconsider its previously stated priority of having elected officials trying to negotiate an exemption we are not likely to receive? Is the better path one that sees the council approve a change in direction to have city staff (city manager and city attorney) work to bring back a proposal to exit NPIAS and align with TxDOT Aviation which will allow the city to return to a 2009 style agreement with the RAAPOA and re-establish a formal relationship between the two parties and restart the maintenance fee payment by the RAAPOA to the city? (UPDATE: the mayor had a conversation with Texas transportation commissioner Steven Alvis and TxDOT Aviation executive director Dan Harmon on August 26th and a summary of that conversation is attached.)

FINDINGS:

Should the council reconsider its direction considering recent developments?

Is the council interested in requesting that the AAB consider the two items included in my email summary to council member Saum and AAB Chair Lowry, namely:

- Fuel tank
- Overlay district around the airport similar to that recently implemented in New Braunfels

FINANCIAL IMPACT:

TBD



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	October 2, 2025
SUBMITTED BY:	Charles West, Public Works
SUBJECT:	Discussion and possible action on an amendment to the contract with Garver Engineering for the design of the City's Wastewater Treatment Plant expansion to 1.5 MGD, in an amount not to exceed \$1,864,090.00 and authorizing the City Manager to approve amendment. Garver Engineering will present an update to the Council on the project.
BACKGROUND:	The original scope of the Wastewater Treatment Plant (WWTP) upgrade project included engineering services provided by Garver to expand the plant's treatment capacity from 1.0 million gallons per day (MGD) to 1.5 MGD in the amount of \$2,821,902. This upgrade was initiated to accommodate growth within the service area and ensure continued compliance with state and federal wastewater regulations.
FINDINGS:	During the design process, additional information was obtained regarding the condition of the existing process basin. Structural assessments revealed that significant rehabilitation would be required to integrate the basin into the upgraded facility. Furthermore, improvements to the Texas Land Application Permit (TLAP) irrigation system were identified as necessary to enhance regulatory compliance and operational efficiency. Based on these findings, an amendment to the original engineering services agreement was developed to expand the design scope to include these critical improvements.
FINANCIAL IMPACT:	The proposed amendment to the engineering services agreement will increase the design project cost to reflect the additional design work required for the process basin rehabilitation and TLAP irrigation improvements. The additional cost for the amended scope is \$1,864,090.00, bringing the revised total contract value to \$4,658,992.00. Funding for this amendment will be sourced from wastewater impact fees and has been accounted for in the current fiscal year budget. This amendment ensures the project remains aligned with long-term infrastructure planning goals and regulatory requirements.
ATTACHMENTS:	

Council Slides 10.02.2025.pdf

Lago Vista WWTP Expansion Contract Amendment No. 2_09.11.2025.pdf



Lago Vista WWTP Expansion

City Council Meeting

Jeff Meadows, P.E.

October 02, 2025



Lago Vista WWTP Expansion

OUR AGENDA

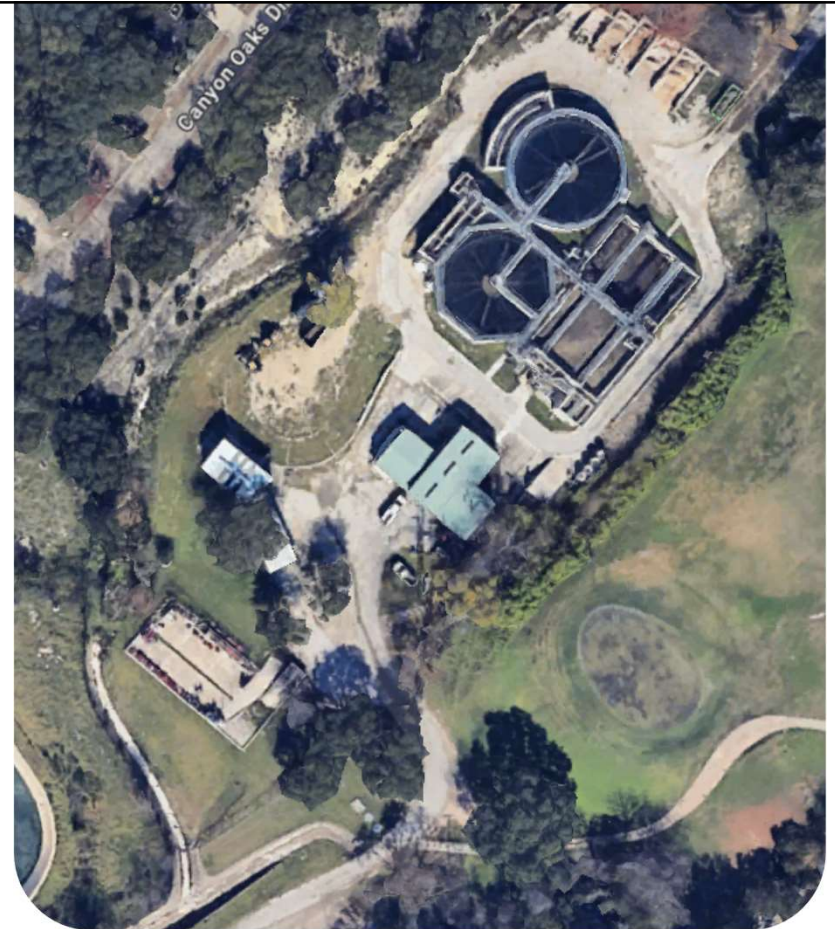
01. Project Overview

02. Scope Amendment Review

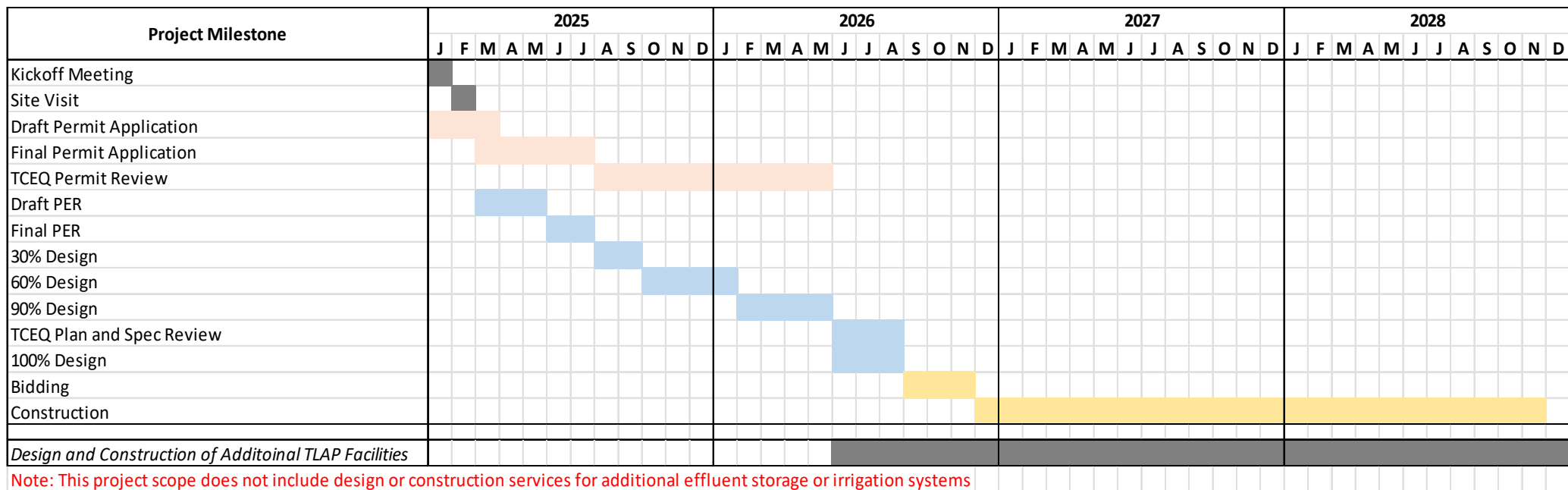
03. Schedule and Cost Updates

Project Overview

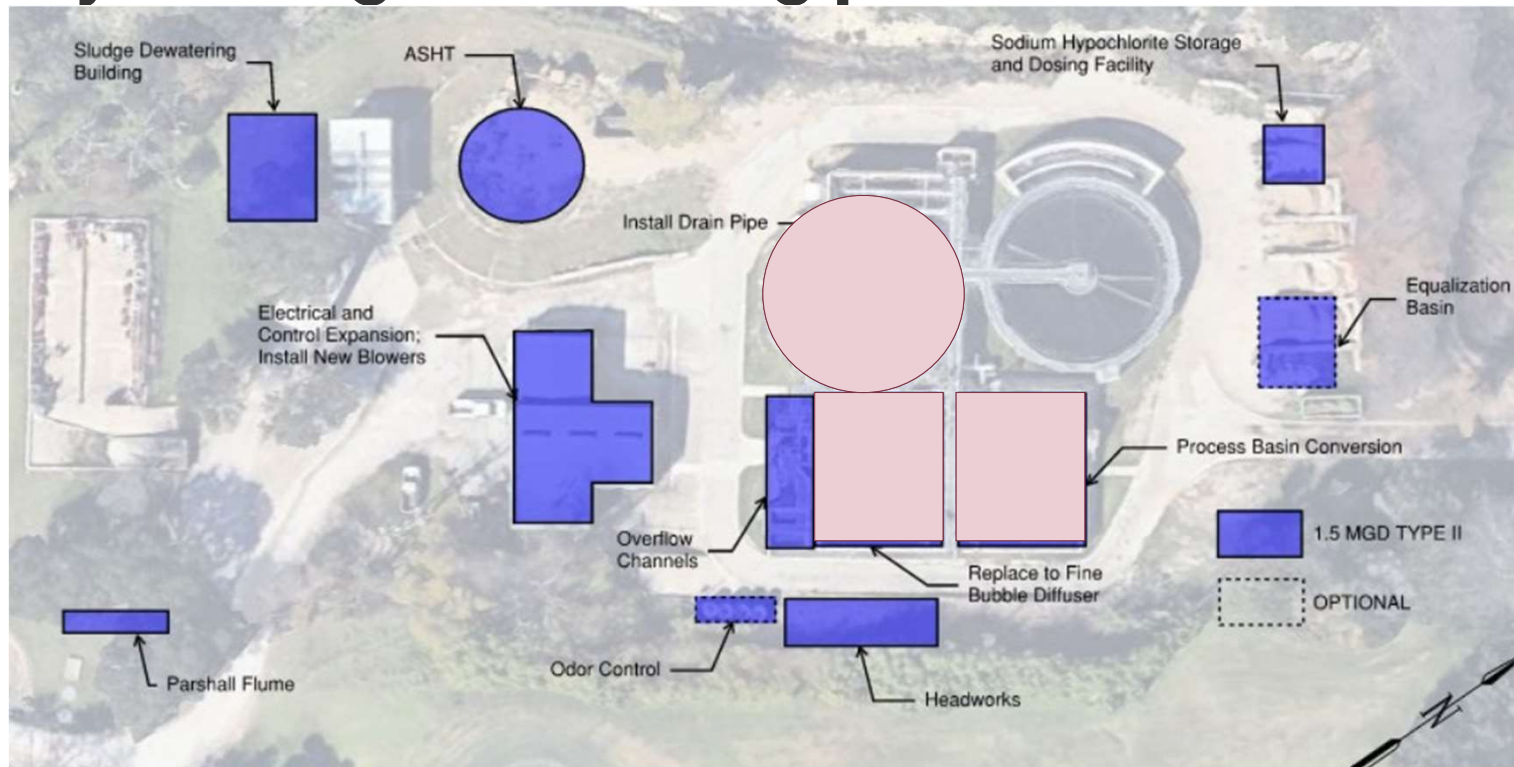
Garver was selected through a RFQ process to provide engineering services to expand the Lago Vista WWTP from 1.0 mgd to 1.5 mgd



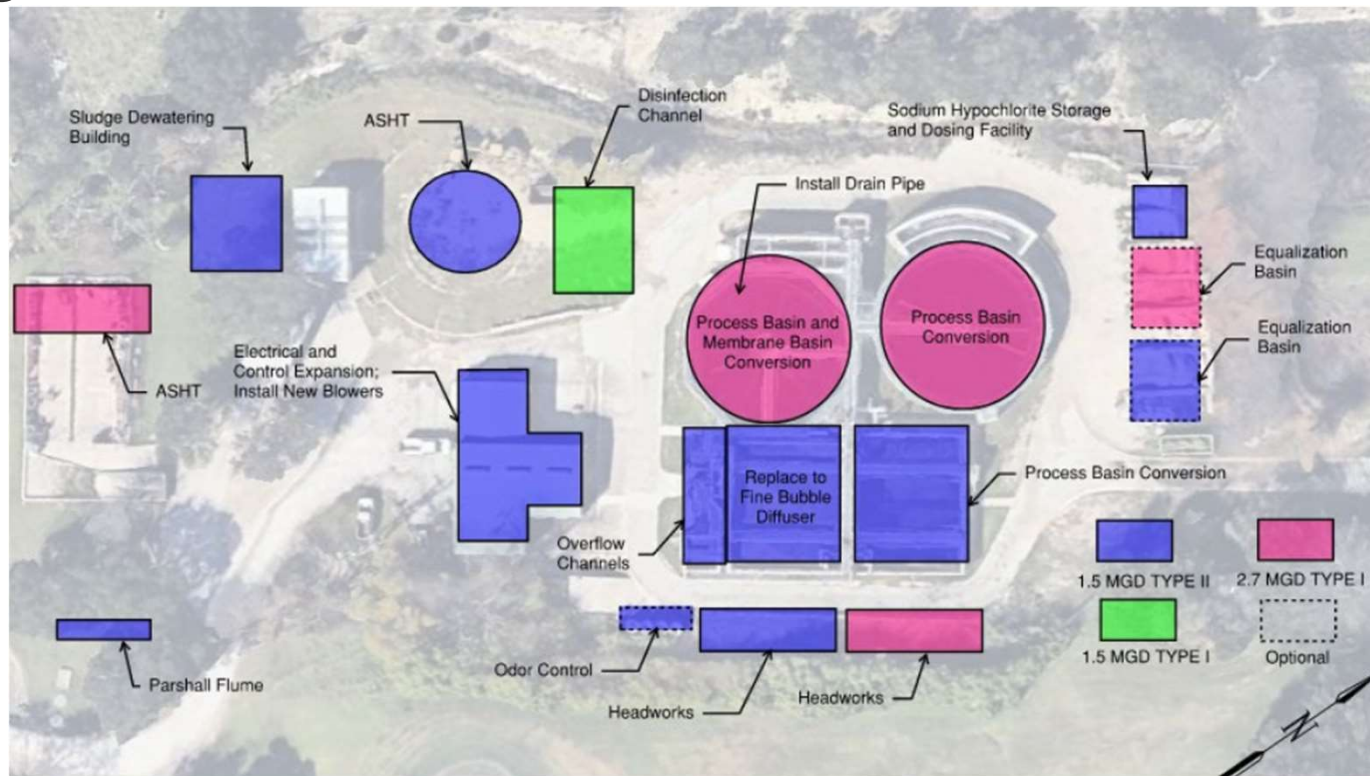
The project was kicked off in January 2025 with an original plan to complete design and permitting by August 2026



The original PER, delivered in April 2025, laid out plans for an expansion that would minimize project cost by reusing the existing process basins



Infrastructure was laid out to plan for ultimate build-out of 2.7 mgd while optimizing use of existing basins



In July 2025, the Garver team received additional information regarding the condition of the existing process basins

- Structural comments received from City staff on 07/01/2025
- Structural evaluation memo delivered to City on 07/18/2025
 - The structural review found that the structures, as built, are likely below the required safety factors for the ACI 318 concrete buildings code **and are significantly below the required safety factors for ACI 350 concrete environmental structures code**, which is the relevant code for these facilities.
- Following further discussions with City staff, it was decided to pause the ongoing design work (with continuation of permitting work), and develop the additional scope required to cover the re-build of the existing process basins

Scope Amendment Overview

The scope amendment will add the following elements to this design package

- WWTP design changes:
 - Demolition of the existing Clarifier No. 1, Aeration Basin, and Aerated Sludge Holding Tank
 - Design of a new Clarifier No. 1
 - Design of two new aeration basins and new RAS/WAS pump station
- Additional construction administration services to cover the increase in submittals and RFIs associated with the new design items
- Additional geotechnical borings
- Additional inspection services to accommodate the increase in construction schedule as a result of the construction sequencing required to build the new basins while keeping the existing facility in operation

The scope amendment will address the TLAP irrigation improvements

- TLAP improvements not included in original scope due to unknowns at project kickoff around what the modified TLAP area will look like
- After submitting the major permit amendment application, we now know what improvements need to be made
- This amendment will include:
 - Topographic survey for 110 acres at Cedar Breaks that will be utilized for additional TLAP area
 - Design of irrigation system improvements at Cedar Breaks, including new pump house and spray irrigation system
 - Design of a new 40 ac-ft pond at Cedar Breaks (if required by TCEQ).



Schedule and Cost Updates

Original Project Schedule

Project Milestone	2025												2026												2027												2028											
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Kickoff Meeting	█																																															
Site Visit		█																																														
Draft Permit Application			█	█	█																																											
Final Permit Application				█	█	█	█	█																																								
TCEQ Permit Review									█	█	█	█	█	█	█																																	
Draft PER				█	█	█																																										
Final PER						█	█																																									
30% Design								█	█																																							
60% Design									█	█	█		█																																			
90% Design										█	█	█		█	█																																	
TCEQ Plan and Spec Review														█	█	█																																
100% Design															█	█	█																															
Bidding																				█	█	█	█																									
Construction																								█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Design and Construction of Additoinal TLAP Facilities																																																

Updated Project Schedule

[illegible]

The changes in design will add cost to the overall project

<u>5</u>	Site Civil	\$830,000
<u>10</u>	Influent Lift Station	\$823,000
<u>15</u>	Headworks (Headcell)	\$2,458,000
<u>20</u>	Process Basin Improvements	\$1,550,000
<u>30</u>	Secondary Clarification	\$26,000
<u>40</u>	Disinfection	\$320,000
<u>42</u>	Disinfection Building	\$640,000
<u>60</u>	Aerated Sludge Holding System	\$1,960,000
<u>65</u>	Biosolids	\$4,838,000
<u>90</u>	Plant Electrical	\$1,800,000
<u>95</u>	SCADA	\$546,000
<u>96</u>	Land Application Irrigation	\$341,000
Subtotal:		\$16,132,000
Design Contingency (25%):		\$4,033,000.00
Mobilization (5%):		\$1,008,250.0
Contractor OH&P (20%):		\$4,234,650.00
Subtotal:		\$25,407,900
Escalation (4 years, 3%):		\$3,188,915.29
Grand Total:		\$28,596,815

<u>5</u>	Site Civil	\$2,664,000
<u>10</u>	Influent Lift Station	\$823,000
<u>15</u>	Headworks (Headcell)	\$2,458,000
<u>17</u>	Splitter Box	\$382,000
<u>20</u>	Aeration Basins #1	\$4,761,000
<u>22</u>	Aeration Basins #2	\$2,378,000
<u>25</u>	RAS/WAS Lift Station	\$615,000
<u>30</u>	Secondary Clarification	\$1,529,000
<u>40</u>	Disinfection	\$878,000
<u>42</u>	Disinfection Building	\$640,000
<u>60</u>	Aerated Sludge Holding System	\$1,960,000
<u>65</u>	Biosolids	\$4,838,000
<u>90</u>	Plant Electrical	\$1,918,000
<u>95</u>	SCADA	\$546,000
<u>96</u>	Land Application Irrigation	\$341,000
Subtotal:		\$26,731,000
Design Contingency (25%):		\$6,682,750.00
Mobilization (5%):		\$1,670,687.5
Contractor OH&P (20%):		\$7,016,887.50
Subtotal:		\$42,101,325
Escalation (4 years, 3%):		\$5,284,087.20
Grand Total:		\$47,385,412

Estimated costs
are in-line with
recent WWTP bid
tabs in this region

Project Name	Initial Plant Size (mgd)	Expanded Plant Size (mgd)	Final Build Out Size (mgd)	Expansion Cost	Unit Cost (\$/gal)	Bid Year	Facilities Included
TRA MCRWS WWTP Expansion	4.5	6	9	\$ 58,000,000	\$ 38.67	2022	-Lift Station -Headworks -Aeration Basin Improvements -Tertiary Filters -UV -Dewatering Building
Celina Legacy Hills WWTP	NA	0.95	2	\$ 33,000,000	\$ 34.74	2022	-Lift Station -Headworks -SBR -Tertiary Filters -UV -Dewatering Building
Hutto South WWTP Expansion	2	6	15.5	\$ 172,500,000	\$ 43.13	2024	-Headworks -Primary Clarifiers -BNR Basins -Secondary Clarifiers -Tertiary Filters -UV and Post Aeration -Dewatering Building -Aerated Sludge Holding
Sherman South WWTP	NA	4	16	\$ 287,705,928	\$ 71.93	2024	-Lift Station -Headworks -Equalization -MBR Basins -Sludge Storage
Pflugerville Wiltbarger WWTP	NA	6	24	\$ 250,000,000	\$ 41.67	2024	-Lift Station -Headworks -BNR Basins -Secondary Clarifiers -Tertiary Filters -UV -Dewatering Building -Aerated Sludge Holding -Admin Building
Richmond East WWTP	NA	2	4	\$ 72,000,000	\$ 36.00	2026 (est)	-Headworks -Aeration Basins -Secondary Clarifiers -Chlorine Contact Basin -Post Aeration -Dewatering Building -Aerated Sludge Holding -Admin Building
Green Valley SUD WWTP	NA	1.25	2.5	\$ 55,500,000	\$ 44.40	2026 (est)	-Lift Station -Headworks -MBR Basins -UV -Aerated Sludge Holding -Dewatering



Q&A



**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
CITY of LAGO VISTA
Lago Vista, Texas
Project No. 2302195**

CONTRACT AMENDMENT NO. 2

This Contract Amendment No. 2 ("Amendment"), effective on the date last written below, shall amend the original contract between the City of Lago Vista, Texas (Owner) and Garver, LLC (Garver), dated December 11th, 2024, referred to in the following paragraphs as the "Agreement."

This amendment alters the contract by adding design and construction services scope to cover the demolition and re-construction of the existing process basins (with exception to Clarifier No. 2), in addition to the design of the expanded TLAP irrigation area. As a part of this work, Garver will re-issue the existing Draft Preliminary Engineering Report (PER). The following items will be modified in the original Agreement:

In Exhibit A, the 4th bullet under "GENERAL" is replaced in its entirety with the following:

4. Detailed engineering design to cover the following facilities:

- *New automatic bar screen and grit removal facility*
- *Demolition of the existing Clarifier No. 1, Aeration Basin, and Aerated Sludge Holding Tank*
- *New Clarifier No. 1*
- *Two new aeration basins*
- *New aerated sludge holding tank*
- *New dewatering building*
- *New chemical storage and feed facility*
- *Irrigation system improvements at Cedar Breaks (90 additional acres of irrigation)*
- *New 40 ac-ft pond at Cedar Breaks (if required by TCEQ). Note that final pond sizing has not yet been determined by TCEQ. This proposal assumes the addition of one 40 ac-ft pond.*
- *Site improvements including roadways, lighting, and fencing.*

In Exhibit A, Task 3 – Topographic Survey, the following section is added:

3.6. Provide topographic survey for up to 110 acres at Cedar Breaks to be utilized for additional irrigation area and pond storage (as required by TCEQ).

In Exhibit A, Task 4 – Preliminary Engineering Report, the following bullet is added to Section 4.2.

- *Develop construction sequencing plan for the demolition and construction of the process basins including aeration basins, clarifier, and aerated sludge holding basin.*

In Exhibit A, Task 11 – Construction Administration Services, Sections 11.3 through 11.5 are replaced in their entirety with the following:



11.3. Host biweekly in-person progress/coordination meetings with the City/Contractor for a period not to exceed thirty-six (36) months. Garver will have up to two (2) personnel in attendance. Garver will develop meeting minutes.

11.4. Evaluate and respond to construction material submittals and shop drawings, not to exceed three hundred (300) submittals. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the Project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

11.5. Issue instructions to the Contractor on behalf of the City and issue necessary clarifications (respond to RFIs) regarding the construction contract documents. Not to exceed one-hundred (100) RFIs.

In Exhibit A, Task 12 – Construction Inspection Services, Section 12.1 is replaced in its entirety with the following:

12.1. Provide one full-time (40-hours per week) construction inspector / resident project representative (RPR) for up to 156 weeks of active construction performance time. If the construction period extends beyond the time established in this agreement or if the City wishes to increase the time or frequency of the observation, the City may request a supplemental agreement from Garver. The inspector shall provide the following services:

In Exhibit A, Task 13 – Geotechnical Engineering Services, Section 13.1 is replaced in its entirety with the following:

13.1 Geotechnical Field Work – Garver will engage a geotechnical subconsultant to provide professional and field services to obtain geotechnical data and geotechnical recommendations on which to base the design. The subconsultant will perform geotechnical investigations at up to ten (10) boring locations. The geotechnical services are anticipated to include geotechnical borings and subsequent laboratory testing. Groundwater testing shall be performed as required to evaluate subsurface water conditions for new structures provided during this project. Garver will coordinate the field work

In Exhibit A, the schedule is replaced in its entirety with the following:

Work Item Description	Calendar Days
Virtual Kickoff Meeting	Within 14 days of the NTP
Site Visit	Within 21 days of the NTP
Submit Draft Permit Application	Within 60 days of the NTP



<i>Submit Final Permit Application</i>	<i>Within 14 days of receiving City comments</i>
<i>Deliver Draft PER</i>	<i>Within 60 days of executing Contract Amendment No. 2</i>
<i>Deliver Final PER</i>	<i>Within 14 days of receiving City comments</i>
<i>Deliver 30% Design Documents</i>	<i>Within 60 days of receiving City comments on the PER</i>
<i>Deliver 60% Design Documents</i>	<i>Within 90 days of receiving City comments on 30% design</i>
<i>Deliver 90% Design Documents</i>	<i>Within 90 days of receiving City comments on 60% design</i>
<i>Deliver 100% Design Documents</i>	<i>Within 30 days of receiving City comments on 90% design</i>

In Exhibit B, the compensation is replaced in its entirety with the following:



WORK DESCRIPTION	FEE AMOUNT (ORIGINAL)	AMENDMENT NO. 2	REVISED TOTAL	FEE TYPE
TASK 1 - Project Administration	\$ 42,631.00	\$ 8,230.00	\$ 50,861.00	LUMP SUM
TASK 2 - TCEQ Permitting	\$ 87,095.00	-	\$ 87,095.00	LUMP SUM
TASK 3 - Topographic Survey	\$ 55,608.00	\$ 39,040.00	\$ 94,648.00	LUMP SUM
TASK 4 - Preliminary Engineering Report	\$ 77,319.00	\$ 110,840.00	\$ 188,159.00	LUMP SUM
TASK 5 - 30% Design Deliverable	\$ 414,148.00	\$ 241,403.00	\$ 655,551.00	LUMP SUM
TASK 6 - 60% Design Deliverable	\$ 461,784.00	\$ 318,303.00	\$ 780,087.00	LUMP SUM
TASK 7 - 90% Design Deliverable	\$ 475,160.00	\$ 299,353.00	\$ 774,513.00	LUMP SUM
TASK 8 - Bid-Ready Design Deliverable	\$ 157,820.00	\$ 62,869.00	\$ 220,689.00	LUMP SUM
TASK 9 - TCEQ Permitting Set	\$ 9,769.00	-	\$ 9,769.00	LUMP SUM
TASK 10 - Bidding Services	\$ 46,444.00	-	\$ 46,444.00	LUMP SUM
TASK 11 - Construction Admin Services	\$ 243,552.00	\$ 268,052.00	\$ 511,604.00	LUMP SUM
TASK 12 - Construction Inspection	\$ 655,960.00	\$ 486,000.00	\$ 1,141,960.00	LUMP SUM
TASK 13 - Geotechnical Engineering	\$ 44,612.00	\$ 30,000.00	\$ 74,612.00	LUMP SUM
Subtotal for Basic Services Section	\$ 2,771,902.00	\$ 1,864,090.00	\$ 4,635,992.00	LUMP SUM
ADDITIONAL SERVICES				
TASK 14 - SUE Services	\$ 50,000.00	-	\$ 50,000.00	TIME & MATERIALS
Subtotal for Additional Services Section	\$ 50,000.00		\$ 50,000.00	TIME & MATERIALS
TOTAL FEE	\$ 2,821,902.00		\$ 4,685,992.00	

[Signature Page to Follow]



This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, (Owner) and Garver have executed this Amendment effective as of the date last written below.

CITY OF LAGO VISTA

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: October 2, 2025

SUBMITTED BY: Councilor Benefield, City Council

SUBJECT: Discuss and consider Ordinance No. 25-10-02-03 amending Chapters 3 and 6, Code of Ordinances, concerning drainage regulation.

BACKGROUND: The Building and Standards Commission has discussed drainage issues in Lago Vista and has put forward suggestions for council to consider.

ATTACHMENTS:

[Redline Exhibit A](#)

[BSC Drain report to CC 21 Jun 25](#)

[BSC Drain Q&A 21 Jun 25](#)

[Ord. No. 25-10-02-03 drainage amendment](#)

Exhibit A

CHAPTER 3 BUILDING REGULATIONS

Section 3.110 Permits and Approvals

Work shall commence and permits shall be obtained only 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.

(A) Generally, no one shall be permitted ~~deliberately~~ to 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 unless approved by the city and the adjacent property owner, or to concentrate runoff that would cause erosion.

(B) Fill dirt, rocks used as fill or french drains, cement, pavers, or similar material may not be removed from or added to an area within the city, and grading or site development may not begin without a permit approved by the city in accordance with this Article, Article 3.1400, and Chapter 3.5 .

(C) New Construction. Grading and site development plans signed and sealed by an engineer registered in the state shall be required to be submitted to the city prior to obtaining a permit for new construction requiring a building permit in accordance with (d) Site Plans of this Article, Article 3.1400 and Chapter 3.5 . The city shall determine what elements of (d) Site Plans of this Article, Article 3.1400 and Chapter 3.5 are applicable and exactly what plan elements shall be required . The city may waive certain requirements of this chapter relative to drainage requirements for buildings other than a principal building, such as an accessory building, as defined in Chapter 14, Zoning.

(D) For development, topographic changes, grading, fill, and the like not involving a building permit the city may require that grading and site development plans prepared by a professional engineer registered in the State of Texas be approved prior to commencing site work.

(E) Upon consultation and approval of the city, the applicant may be required to direct, through the grading of the property and/or the construction of drainage facilities, drainage

or to a defined drainage ditch within a dedicated drainage easement..The drainage plan shall verify that the runoff will not drain uncontrolled onto a downstream adjacent property unless approved by the city and the adjacent property owner.. The drainage plan shall determine and show the drainage patterns coming onto the lot and leaving the lot using two or five foot contours as required by the city, existing and proposed contours, cut and fill areas , flow direction, drainage easements and discharge points, and methods to prevent runoff to adjacent lots. 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 and/or two lots from the property that drain onto the lot being developed. The drainage patterns of the roadside ditch, natural drainage system, street drainage system, or drainage easement including existing and proposed drainage culverts, shall be determined, and shown on the site plan. The drainage plan shall include modeling of the public drainage system the drainage enters to the extent required by the city. Generally, unless the property is in a development with a master drainage plan approved by the city, the city shall 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. However, the city may require an engineered drainage plan to be approved before commencing any site work or construction on any site anywhere within the city limits. Permits shall not be issued until the city approves the drainage plan and site plan.

Article 3.1400 DRAINAGE AND EROSION CONTROL.

Sec. 3.1401 Drainage.

(a) Intent. In addition to the provisions contained in Section 3.110;, Chapter 10, Subdivision Regulations; and the Chapter 3.5 Site Development Regulations, these requirements represent the application of accepted principles of drainage and are a working supplement to basic information from standard drainage handbooks and other publications on drainage. The policy statements of this section provide the underlying principles by which all drainage shall be dealt with and which all drainage facilities shall be designed. The application of the policy is facilitated by the technical criteria contained in the remainder of the city's adopted drainage design manual.

(b) Applicability and Exemptions.(1) Notwithstanding the exceptions specifically listed below, all development shall comply with the applicable provisions of the Highland Lakes Watershed Ordinance contained in Section 3.1101 herein, including non-point source requirements.

(2) This article shall apply to all proposed construction, regardless of size, within the municipal limits of the city and its extraterritorial jurisdiction (ETJ) unless all or part of this article is waived by the city.

c. General.

(1) The city shall have the right to enter the premises of any site discharging stormwater to the stormwater drainage system, to water quality control systems, or natural drainage ways to determine if the discharger is complying with all requirements of this article and with any state, federal or LCRA discharge permit, limitation or requirement. Dischargers shall allow the city ready access to the entire premises for the purposes of inspection, sampling, records examination, records copying, and for the performance of any

additional duties. Dischargers shall make available to the city, upon request, any Storm Water Pollution Prevention Plans (SWPPPs), operating permits, site development permits, construction permits, modifications thereto, self-inspection reports, monitoring records, compliance evaluations, notices of intent, and any other records, reports, and other documents related to compliance with this article and with any state, federal or LCRA discharge permit.

1. (2) The city shall withhold all city services and improvements of any nature, including but not limited to the maintenance of streets or additional permit approvals until proposed construction or development is complete and in accordance with the approved engineering plans and city standards. If intended or required for public use, such public improvements shall be dedicated to and accepted by the city in accordance with the provisions of the Chapter 10 Subdivision Regulations and Chapter 3.5 Site Development Regulations.

(d) Procedural Requirements.

(1) Unless specifically exempt from the requirements herein, all proposed development, regardless of size, shall submit drainage design drawings and documents to the city for approval. All design drawings and documents shall be sealed by a Texas Licensed Professional Engineer.

(2) Drainage improvements required or approved pursuant to Section 2.20 of Chapter 10 regarding subdivision construction plans are required to be fully complete, approved, and accepted by the city in accordance with those provisions.

(3) No proposed construction shall cause a flood hazard, or any adverse impact of any sort to adjacent properties, a public right-of-way or any public or private infrastructure improvements regardless of whether such improvements are otherwise exempted from these requirements. The stormwater rate of runoff after construction shall be less than or equal to the site's runoff prior to construction. All development shall incorporate facilities to prevent any increase in the peak rate of runoff or channelizing or concentrating in any way.

(4) At the discretion of the city, preparation and submission of a FEMA or flood study may be required for a proposed development if there are concerns regarding storm drainage on, upstream or downstream from the subject property. The costs of such study, if required, shall be borne by the property owner.

(e) Design and Analysis Requirements., All engineering analysis, reports, designs, and drawings shall comply with the requirements herein.

(1) Engineering Analysis.

(A) Certified engineering data and calculations shall demonstrate the absence of adverse impact on all downstream conveyances and property between the downstream property line and the receiving major waterway. The peak rate or runoff, both before and after development shall be calculated based on 2-year, 10-year, 25-year and 100-year storm events.

(B) Certified engineering data and calculations shall fully describe, explain, and justify recommended alternatives to detention. Engineering data is required for on-site storage and for the required regulation of peak flows as defined in the city's adopted drainage criteria manual, which typically defines peak flow as a 100-year storm event. All engineering calculations shall be done in accordance with the City of Austin Drainage Criteria.

(C) If the property is adjacent to a major waterway such as Lake Travis, a major creek or canyon, the city may waive detention requirements if it is determined that it will not result in an increase in the peak flood flow of the one-percent chance storm event. The design engineer, at the request of the city, shall analyze and demonstrate that no such increase will result by assuming completely developed watershed conditions of the major waterway. Waiver of this requirement for any reason shall not relieve the owner of responsibility under civil law to adjacent and downstream property owners.

(2) Engineering Design.

(A) The design drawings at a minimum shall comply with the drainage requirements included within the city's subdivision and site development regulations.

(B) In order to help reduce stormwater runoff and resulting erosion, sedimentation and conveyance of nonpoint source pollutants, the layout of driveways and parking provisions and the location of structures on building sites shall, to the greatest extent possible, be designed to be compatible with natural contour lines, and shall minimize the amount of cut and fill on slopes and otherwise minimize the amount of land area required to be disturbed by construction improvements.

(C) Development shall avoid concentrated runoff flows to adjacent properties by constructing drainage facilities that disperse flows and mirror the flow patterns of the pre-development conditions. Pre-approved design methodology is the use of a flow spreader. All other methods are subject to city review and approval.

(D) An adequate storm sewer system consisting of inlets, pipes and other underground structures with approved outlets shall be constructed where runoff of stormwater and the prevention of erosion cannot be accomplished satisfactorily by surface drainage facilities.

(E) Areas subject to flood conditions under storm event designated or defined in the city's drainage criteria manual, or inadvertent stormwater retention such as standing or pooling water, will not be approved for development or building until adequate drainage, as determined by the city has been provided.

(F) In no case shall drainage areas be diverted artificially to adjacent properties or across roadways, unless permitted by the City. Stormwater drainage from one property to another is prohibited except pursuant to a demonstration that doing so does not pose any harm or inconvenience to the downstream property owner(s) and unless specifically approved by the city.

(G) Construction of enclosed storm sewers and impervious channel linings are permitted only when the city, based on competent engineering documentation provided by the applicant, concludes that such storm sewers or impervious linings are protective of the watershed and will maintain water quality.

(H) All drainage or water quality improvements shall be located on the property responsible for the impact absent the approval of the city and accompanied by the appropriate recorded instruments that encumber off-site locations for that specific purpose. If approved by the city, engineering data to demonstrate adequate conveyance of stormwater flows from the site to the off-site storage facility shall be provided by the submittal of maps and engineering calculations.

(I) Development in naturally low areas, including single-family and two-family residences, shall maintain the pre-existing natural flow of water at locations that are downstream from the property. If approved by the city, a property owner or his authorized representative may propose an engineering design that diverts the natural flow of water and is demonstrated to have no adverse impact to drainage flow or adjacent properties. Pursuant to such approval, the property owner shall dedicate a drainage easement to accommodate a one percent annual chance level storm and include within that easement a maintenance strip as a drainage way access.

(3) Water Quality Require (A) All development and building adjacent to creeks and drainage collection areas shall comply with the requirements of the city's nonpoint source pollution control ordinance.

(B) To the maximum extent practical, drainage shall be designed to prevent erosion and attenuate the harm of contaminants collected and transported by stormwater.

(C) To the maximum extent practical, all stormwater drainage shall be treated using overland flow methods to a vegetated buffer, depending on volumes and velocities of runoff for the development, as opposed to concentrating flows in storm sewers and drainage ditches. If storm sewers are deemed necessary as specified above, the applicant shall design the stormwater drainage system to mitigate its impact on water quality by using structural devices or other methods to prevent erosion and dissipate discharges from outlets wherever practicable, and by directing discharges to maximize overland flow through buffer zones or grass-lined swales.

(D) Except as specifically exempted above, all proposed construction improvements that disturb more than ten thousand (10,000) square feet of property and results in more than fifteen percent (15%) of the property being covered with an impervious surface shall comply with the city's water quality best management practice (nonpoint source pollution requirements). These nonpoint source pollution requirements apply to all construction that is not specifically excluded above, regardless of the availability of infrastructure already in place.

(E) All subsequent phasing of any development that qualified for a nonpoint source pollution waiver in previous phases, shall collectively consider the entire "common

plan of development” and the entirety of any such related property when presenting engineering analysis and design to the city for approval.

(F) All design and construction shall comply with the city’s erosion control requirements. Any alternative methods or deviations shall require formal written approval prior to the issuance of any construction permits.

(G) All development that disturbs a total of five acres or more of land shall submit to the City the TCEQ Notice of Intent prior to any construction activity.

Robbins notes: (G) should be in Chapter 10, Subdivision Regulations.

Chapter 6 added since the June BSC meeting.

CHAPTER 6 PROPERTY MAINTENANCE AND NUISANCES

Article 6.200 Property Maintenance

Sec 6.204 Prohibited Conduct

(1) It shall be unlawful for an owner, occupant, lessee or renter of any lot or parcel of ground within the city limits (herein cumulatively referred to as “owner” or “occupant”) to fail to keep the owner’s or occupant’s property free from brush, earth and construction materials, garbage, junk, refuse, rubbish, solid waste, trash, weeds, unwholesome matters and any other objectionable, unsightly, or unsanitary matter of whatsoever nature, or to fail to keep the sidewalks and drainageways, such as drainage swales or ditches and culverts, adjacent to the property free and clear from weeds, tall grass, trash, debris, and any material that blocks the drainage from the line of such property to the established curb or pavement line or shoulder line next adjacent thereto, or to fail to fill up and drain holes and depressions in which water collects, or to re-grade any lots, grounds or yards or any other property owned or controlled by the owner, occupant, lessee, or renter which shall be unwholesome or have stagnant water thereon, or which from any other cause, is in such condition as to be liable to produce disease, or to produce a wildfire hazard on vacant or unoccupied land, or to fail to keep any house, building, establishment, lot yard or ground owned or occupied or under his or her control at all times free from filth, carrion or other impure or unwholesome matter of any kind. However, nothing in this article shall prohibit composting by an owner or occupant on a property that includes a principal residence or use authorized by Chapter 14, the Lago Vista zoning ordinance.(2) Grading/Site Development. Fill dirt, rocks used as fill or french drains, cement, pavers, or similar material may not be removed from or added to an area within the city, and grading or site development may not begin without a permit approved by the city manager or their designee in accordance with Chapter 3 and the site development regulations. 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 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 unless approved by the city or to concentrate runoff that would cause erosion. Upon consultation and approval of the city, the owner may be required to 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, public street/underground drainage system, public underground drainage system, drainage easement or natural drainageway approved for drainage by the city. The city may also require stormwater detention or retention improvements.

Building and Standards Commission Report

To: City Council

From: Building and Standards Commission

Subject: Drainage Regulation

Date: July 2, 2025

Background: The city council referred to the Building and Standards (BSC) and the Planning and Zoning Commission (P&Z) a conceptual ordinance regulating drainage after a significant rain event and social media about flooding problems.

Prior to the council meeting at which the referral was made, Councilman Roberts advised the BSC chair of the proposed referral. The BSC chair sent an email to all council members before the meeting describing a BSC/P&Z subcommittee meeting with the Public Works Director, city engineer and Director of Development Services held in June 2024. The Public Works Director had a number of suggestions about ordinance amendments including some related to flooding. The email stated the subcommittee found that there was enough authority in the current regulations for the staff to require a drainage study to be conducted and approved as part of the building permit process.

The BSC was advised on June 2d that the city manager had directed that, pending any ordinance amendments, all building permits had to have an approved engineered drainage plan before the building could be permitted.

The BSC discussed the issues on June 4th and approved the draft "redline ordinance", titled Exhibit A, on July 2d.

The chair and the Public Works (PW) director exchanged emails about a set of questions and attendance at the BSC meeting of June 4th. The PW director did not attend.

The BSC reviewed all existing drainage regulation except that in Chapter 10, Subdivisions.

See "Some drainage questions for the BSC meeting on June 4th" for many of the issues analyzed by the BSC.

Findings:

1. The Public Works Director stated that drainage planning in "Old Lago" was an afterthought. There are flooding problems all over "Old Lago". He favored an ordinance amendment requiring engineered drainage studies.
2. Newer subdivisions such as Tessera and The Hollows do not have drainage problems with one exception in a small part of Tessera.
3. The "bar ditch" drainage system in "Old Lago" is not well maintained.
4. There is nothing in the regulations that require property owners or inhabitants to maintain the drainage system adjacent to their home as is required for sidewalks. The draft ordinance should include such requirements.
5. There was a good bit of discussion about what the parameters of a study should be. The commission let stand the existing language in Chapter 3.
6. Subdivisions with a master drainage plan that comply with the subdivision regulations most of the time do not need a building permit drainage study. There may be exceptions; therefore, the draft ordinance should give the city the ability to require a study even in the newer subdivisions.
7. It appears that builders are not being inspected for drainage. Erosion control often fails and is not corrected. This has been an issue for the BSC for years.

Summary of Recommended Exhibit A:

1. "May to Shall". Engineered drainage studies including modelling of the city system and upstream runoff for at least two lots away required in "Old Lago", but generally not for homes in subdivisions with a master drainage plan, unless the city finds circumstances where such study is warranted.
2. Drainageway maintenance adjacent to homes required in Chapter 6, Nuisances and Property Maintenance.
3. Rocks used as fill or french drains, cement, pavers and similar materiel added to fill dirt needing a permit before placement.
4. Other types of drainage systems than roadside ditches into which runoff may be directed added.
5. The exception from the process and standards of Article 3.1400, Drainage and Erosion Control for single and two family homes removed. (A suggestion of the city attorney.)

6. The term city engineer removed and replaced with city.
7. Cross references in Sections 3.110 Permits and Approvals, and Article 3.1400, Drainage and Erosion Control added.

Some drainage questions for the BSC meeting on June 4th:

1. Why hasn't the existing authority to require engineered drainage studies/plans not been used?

A: Not answered.

The council liaison advised the commission at the meeting that the city manager had directed that until the ordinance was revised, engineered drainage studies would be required with all building permits.

2. Do most building permits have or create a drainage problem?

A: Not answered.

3. There was a good bit of Facebook videos from the last rain. Were they showing an upstream/uphill drainage problem going on a property?

A: Flooding caused from up-hill runoff.

4. How far up-drainage or down-drainage should a study look?

A: Unknown. Depends on a number of issues.

5. How far along the city drainage system should a study go?

A: Depends.

6. What frequency storm should be modelled?

A: Depends.

Note: Given questions 4, 5, and 6, the draft is incomplete, or study parameters would be determined by staff at some point in the permitting process. Staff would have to visit the site before a permit is issued and before work could begin.

7. Has Tessera or The Hollows drainage system failed?

A: No, but some incidence of flooding on one street in Tessera has been reported.

8. How do Victor and Taylor solve drainage problems?

A: Unknown.

9. If the thought is to require engineered drainage studies and off site modeling for all one and two family permits, there are two ordinances to choose from. Which one?

A: The commission chose the redline version prepared by the chair.

ORDINANCE NO. 25-10-02-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AMENDING CHAPTER 3 (BUILDING REGULATIONS) AND CHAPTER 6 (PROPERTY MAINTENANCE AND NUISANCES) OF THE LAGO VISTA CODE OF ORDINANCES TO CLARIFY THE REQUIREMENT THAT ALL BUILDING PERMIT APPLICATIONS MUST INCLUDE A DRAINAGE STUDY; TO CLARIFY THAT NO BUILDING PERMIT SHALL BE ISSUED UNTIL THE CITY APPROVES A DRAINAGE PLAN FOR THE SITE BEING BUILT UPON; ELIMINATING EXCEPTIONS TO DRAINAGE PLANNING; STRENGTHENING THE PROHIBITION OF ACTIVITY THAT CREATES DRAINAGE AND FLOODING PROBLEMS; AND TO REQUIRE KEEPING ADJACENT PUBLIC DRAINAGEWAYS CLEAR; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Texas Water Code states, "No person may divert or impound the natural flow of surface waters in this state, or permit a diversion or impounding by him to continue, in a manner that damages the property of another by the overflow of the water diverted or impounded."

WHEREAS, the City Council has found that current drainage regulations should be updated to address continued growth in the City so that existing development is not adversely impacted by new development as exemplified during recent significant storm events;

WHEREAS, the City Council charged the Building and Standards Commission with researching the causes and solutions to flooding problems and drafting improved regulations;

WHEREAS, the Building and Standards Commission studied the issues and possible solutions over a three month period and has recommended unanimously amendments to the Code of Ordinances; and

WHEREAS, the City Council finds that the following will improve the health, safety, and general welfare of current and future citizens of Lago Vista.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, THAT:

SECTION 1. FINDING OF FACT. All of the above and foregoing recitals are hereby found to be true and correct legislative findings of the City and are incorporated herein as findings of fact.

SECTION 2. AMENDMENT. The City Council of the City of Lago Vista, Texas does hereby amend Chapter 3 and Chapter 6 of the Code of Ordinances as shown in **Exhibit A**, attached hereto.

SECTION 3. SEVERABILITY CLAUSE. If any section, subsection, article, paragraph, sentence, clause, or word in this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such

remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. CODIFICATION AND PUBLICATION. The City Secretary is hereby directed to record, codify, and publish the attached amendments to the City's Code of Ordinances as authorized by Section 52.013 of the Texas Local Government Code.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage and publication in accordance with the provisions of the Texas Local Government Code.

SECTION 6. OPEN MEETINGS. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

AND, IT IS SO ORDERED.

PASSED AND APPROVED this 2nd day of October 2025.

CITY OF LAGO VISTA

Kevin Sullivan, Mayor

ATTEST:

Robin Smith, City Secretary

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

Exhibit A

A. CHAPTER 3 BUILDING REGULATIONS, Code of Ordinances is amended as follows:

1. Section 3.110 Permits and Approvals is amended by deleting the first sentence and replacing it with the following:

Work shall commence and permits shall be obtained only under the following rules and regulations.

2. Section 3.110 (a) is deleted and replaced with the following:

(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.

(A) Generally, no one shall be permitted to 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 unless approved by the city and the adjacent property owner, or to concentrate runoff that would cause erosion.

(B) Fill dirt, rocks used as fill or french drains, cement, pavers, or similar material may not be removed from or added to an area within the city, and grading or site development may not begin without a permit approved by the city in accordance with this Article, Article 3.1400, and Chapter 3.5 .

(C) New Construction. Grading and site development plans signed and sealed by an engineer registered in the state shall be required to be submitted to the city prior to obtaining a permit for new construction requiring a building permit in accordance with (d) Site Plans of this Article, Article 3.1400 and Chapter 3.5. The city shall determine what elements of (d) Site Plans of this Article, Article 3.1400 and Chapter 3.5 are applicable and exactly what plan elements shall be required. The city may waive certain requirements of this chapter relative to drainage requirements for buildings other than a principal building, such as an accessory building, as defined in Chapter 14, Zoning.

is one (1) foot above the base flood elevation (BFE) (the elevation inundated by the one-percent annual chance storm).

(iii) Any other information required by the city flood damage prevention ordinance and the city 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) Purpose and Drainage Plans. The purpose of this paragraph is to ensure all single- and two-family residential construction includes a site-specific drainage plan approved by the city prior to permit issuance. The drainage plan sealed by a registered Professional Engineer and surveyor shall address the drainage patterns that affect the lot or any other lots or properties, and the public water system the runoff will be discharged into. . Storm water leaving a site shall be directed to a roadside ditch, street/underground drainage system, public drainage easement, natural water course approved by the city, or to a defined drainage ditch within a dedicated drainage easement. The drainage plan shall verify that the runoff will not drain uncontrolled onto a downstream adjacent property unless approved by the city and the adjacent property owner. The drainage plan shall determine and show the drainage patterns coming onto the lot and leaving the lot using two- or five-foot contours as required by the city, existing and proposed contours, cut and fill areas, flow direction, drainage easements and discharge points, and methods to prevent runoff to adjacent lots. 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 and/or two lots from the property that drain onto the lot being developed. The drainage patterns of the roadside ditch, natural drainage system, street drainage system, or drainage easement including existing and proposed drainage culverts, shall be determined, and shown on the site plan. The drainage plan shall include modeling of the public drainage system the drainage enters to the extent required by the city, Generally, unless the property is in a development with a master drainage plan approved by the city, the city shall 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. However, the city may require an engineered drainage plan to be approved before commencing any site work or construction on any site anywhere within the city limits. Permits shall not be issued until the city approves the drainage plan and site plan.

4. Article 3.1400 DRAINAGE AND EROSION CONTROL is amended as follows:

Sec. 3.1401 Drainage (a) through (e) is deleted and replaced with the following:

(a) Intent. In addition to the provisions contained in Section 3.110, Chapter 10, Subdivision Regulations; and the Chapter 3.5 Site Development Regulations, these requirements represent the application of accepted principles of drainage and are a working supplement to basic information from standard drainage handbooks and other publications on drainage. The policy statements of this section provide the underlying principles by which all drainage shall be dealt with and which all drainage facilities shall be designed. The

application of the policy is facilitated by the technical criteria contained in the remainder of the city's adopted drainage design manual.

(b) Applicability and Exemptions.

(1) Notwithstanding the exceptions specifically listed below, all development shall comply with the applicable provisions of the Highland Lakes Watershed Ordinance contained in Section 3.1101 herein, including non-point source requirements.

(2) This article shall apply to all proposed construction, regardless of size, within the municipal limits of the city and its extraterritorial jurisdiction (ETJ) unless all or part of this article is waived by the city.

(c) General.

(1) The city shall have the right to enter the premises of any site discharging stormwater to the stormwater drainage system, to water quality control systems, or natural drainage ways to determine if the discharger is complying with all requirements of this article and with any state, federal or LCRA discharge permit, limitation or requirement. Dischargers shall allow the city ready access to the entire premises for the purposes of inspection, sampling, records examination, records copying, and for the performance of any additional duties. Dischargers shall make available to the city, upon request, any Storm Water Pollution Prevention Plans (SWPPPs), operating permits, site development permits, construction permits, modifications thereto, self-inspection reports, monitoring records, compliance evaluations, notices of intent, and any other records, reports, and other documents related to compliance with this article and with any state, federal or LCRA discharge permit.

(2) The city shall withhold all city services and improvements of any nature, including but not limited to the maintenance of streets or additional permit approvals until proposed construction or development is complete and in accordance with the approved engineering plans and city standards. If intended or required for public use, such public improvements shall be dedicated to and accepted by the city in accordance with the provisions of the Chapter 10 Subdivision Regulations and Chapter 3.5 Site Development Regulations.

(d) Procedural Requirements.

(1) Unless specifically exempt from the requirements herein, all proposed development, regardless of size, shall submit drainage design drawings and documents to the city for approval. All design drawings and documents shall be sealed by a Texas Licensed Professional Engineer.

(2) Drainage improvements required or approved pursuant to Section 2.20 of Chapter 10 regarding subdivision construction plans are required to be fully complete, approved, and accepted by the city in accordance with those provisions.

(3) No proposed construction shall cause a flood hazard, or any adverse impact of any sort to adjacent properties, a public right-of-way or any public or private infrastructure improvements regardless of whether such improvements are otherwise exempted from these requirements. The stormwater rate of runoff after construction shall be less than or equal to the site's runoff prior to construction. All development shall incorporate facilities to prevent any increase in the peak rate of runoff or channelizing or concentrating in any way.

(4) At the discretion of the city, preparation and submission of a FEMA or flood study may be required for a proposed development if there are concerns regarding storm drainage on, upstream or downstream from the subject property. The costs of such study, if required, shall be borne by the property owner.

(e) Design and Analysis Requirements., All engineering analysis, reports, designs, and drawings shall comply with the requirements herein.

(1) Engineering Analysis.

(A) Certified engineering data and calculations shall demonstrate the absence of adverse impact on all downstream conveyances and property between the downstream property line and the receiving major waterway. The peak rate or runoff, both before and after development shall be calculated based on 2-year, 10-year, 25-year and 100-year storm events.

(B) Certified engineering data and calculations shall fully describe, explain, and justify recommended alternatives to detention. Engineering data is required for on-site storage and for the required regulation of peak flows as defined in the city's adopted drainage criteria manual, which typically defines peak flow as a 100-year storm event. All engineering calculations shall be done in accordance with the City of Austin Drainage Criteria.

(C) If the property is adjacent to a major waterway such as Lake Travis, a major creek or canyon, the city may waive detention requirements if it is determined that it will not result in an increase in the peak flood flow of the one-percent chance storm event. The design engineer, at the request of the city, shall analyze and demonstrate that no such increase will result by assuming completely developed watershed conditions of the major waterway. Waiver of this requirement for any reason shall not relieve the owner of responsibility under civil law to adjacent and downstream property owners.

(2) Engineering Design.

(A) The design drawings at a minimum shall comply with the drainage requirements included within the city's subdivision and site development regulations.

(B) In order to help reduce stormwater runoff and resulting erosion, sedimentation and conveyance of nonpoint source pollutants, the layout of driveways and parking provisions and the location of structures on building sites shall, to the greatest extent possible, be designed to be compatible with natural contour lines, and shall minimize the amount of cut and fill on slopes and otherwise minimize the amount of land area required to be disturbed by construction improvements.

(C) Development shall avoid concentrated runoff flows to adjacent properties by constructing drainage facilities that disperse flows and mirror the flow patterns of the pre-development conditions. Pre-approved design methodology is the use of a flow spreader. All other methods are subject to city review and approval.

(D) An adequate storm sewer system consisting of inlets, pipes and other underground structures with approved outlets shall be constructed where runoff of stormwater and the prevention of erosion cannot be accomplished satisfactorily by surface drainage facilities.

(E) Areas subject to flood conditions under storm events designated or defined in the city's drainage criteria manual, or inadvertent stormwater retention such as standing or pooling water, will not be approved for development or building until adequate drainage, as determined by the city has been provided.

(F) In no case shall drainage areas be diverted artificially to adjacent properties or across roadways, unless permitted by the City. Stormwater drainage from one property to another is prohibited except pursuant to a demonstration that doing so does not pose any harm or inconvenience to the downstream property owner(s) and unless specifically approved by the city.

(G) Construction of enclosed storm sewers and impervious channel linings are permitted only when the city, based on competent engineering documentation provided by the applicant, concludes that such storm sewers or impervious linings are protective of the watershed and will maintain water quality.

(H) All drainage or water quality improvements shall be located on the property responsible for the impact absent the approval of the city and accompanied by the appropriate recorded instruments that encumber off-site locations for that specific purpose. If approved by the city, engineering data to demonstrate adequate conveyance of stormwater flows from the site

to the off-site storage facility shall be provided by the submittal of maps and engineering calculations.

(I) Development in naturally low areas, including single-family and two-family residences, shall maintain the pre-existing natural flow of water at locations that are downstream from the property. If approved by the city, a property owner or his authorized representative may propose an engineering design that diverts the natural flow of water and is demonstrated to have no adverse impact to drainage flow or adjacent properties. Pursuant to such approval, the property owner shall dedicate a drainage easement to accommodate a one percent annual chance level storm and include within that easement a maintenance strip as a drainage way access.

(3) Water Quality Requirements

(A) All development and building adjacent to creeks and drainage collection areas shall comply with the requirements of the city's nonpoint source pollution control ordinance.

(B) To the maximum extent practical, drainage shall be designed to prevent erosion and attenuate the harm of contaminants collected and transported by stormwater.

(C) To the maximum extent practical, all stormwater drainage shall be treated using overland flow methods to a vegetated buffer, depending on volumes and velocities of runoff for the development, as opposed to concentrating flows in storm sewers and drainage ditches. If storm sewers are deemed necessary as specified above, the applicant shall design the stormwater drainage system to mitigate its impact on water quality by using structural devices or other methods to prevent erosion and dissipate discharges from outlets wherever practicable, and by directing discharges to maximize overland flow through buffer zones or grass-lined swales.

(D) Except as specifically exempted above, all proposed construction improvements that disturb more than ten thousand (10,000) square feet of property and results in more than fifteen percent (15%) of the property being covered with an impervious surface shall comply with the city's water quality best management practice (nonpoint source pollution requirements). These nonpoint source pollution requirements apply to all construction that is not specifically excluded above, regardless of the availability of infrastructure already in place.

(E) All subsequent phasing of any development that qualified for a nonpoint source pollution waiver in previous phases, shall collectively consider the entire "common plan of development" and the entirety of any such related

property when presenting engineering analysis and design to the city for approval.

(F) All design and construction shall comply with the city's erosion control requirements. Any alternative methods or deviations shall require formal written approval prior to the issuance of any construction permits.

(G) All development that disturbs a total of five acres or more of land shall submit to the City the TCEQ Notice of Intent prior to any construction activity.

B. Chapter 6, Property Maintenance and Nuisances is amended as follows:

Article 6.200 Property Maintenance, Sec 6.204 is deleted and replaced with the following:

Sec 6.204 Prohibited Conduct

(1) It shall be unlawful for an owner, occupant, lessee or renter of any lot or parcel of ground within the city limits (herein cumulatively referred to as "owner" or "occupant") to fail to keep the owner's or occupant's property free from brush, earth and construction materials, garbage, junk, refuse, rubbish, solid waste, trash, weeds, unwholesome matters and any other objectionable, unsightly, or unsanitary matter of whatsoever nature, or to fail to keep the sidewalks and drainageways, such as drainage swales or ditches and culverts, adjacent to the property free and clear from weeds, tall grass, trash, debris, and any material that blocks the drainage from the line of such property to the established curb or pavement line or shoulder line next adjacent thereto, or to fail to fill up and drain holes and depressions in which water collects, or to re-grade any lots, grounds or yards or any other property owned or controlled by the owner, occupant, lessee, or renter which shall be unwholesome or have stagnant water thereon, or which from any other cause, is in such condition as to be liable to produce disease, or to produce a wildfire hazard on vacant or unoccupied land, or to fail to keep any house, building, establishment, lot yard or ground owned or occupied or under his or her control at all times free from filth, carrion or other impure or unwholesome matter of any kind. However, nothing in this article shall prohibit composting by an owner or occupant on a property that includes a principal residence or use authorized by Chapter 14, the Lago Vista zoning ordinance.

(2) Grading/Site Development. Fill dirt, rocks used as fill or french drains, cement, pavers, or similar material may not be removed from or added to an area within the city, and grading or site development may not begin without a permit approved by the city manager or their designee in accordance with Chapter 3 and the site development regulations. 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 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 unless approved by the city or to concentrate runoff that would cause erosion. Upon consultation and approval of the city, the owner may be required to 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, public street/underground drainage system, public underground

drainage system, drainage easement or natural drainageway approved for drainage by the city. The city may also require stormwater detention or retention improvements.