AGENDA
CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
5803 THUNDERBIRD
LAGO VISTA, TX
MARCH 6, 2025 AT 1:00 PM

*******AMENDED*******
Added Executive & Action on Executive Session item C. Added agenda item 21 and corrected numbering.

JOIN MEETING VIA VIDEO CONFERENCE

Please join my meeting from your computer, tablet or smartphone.
https://meet.goto.com/391787213

You can also dial in using your phone.
United States: +1 (571) 317-3122

Access Code: 391-787-213

CALL TO ORDER, CALL OF ROLL

Kevin Sullivan, Mayor
Rob Durbin, Mayor Pro-Tem, Place 3
Shane Saum, Council Member, Place 1
Adam Benefield, Council Member, Place 2
Norma Owen, Council Member, Place 4
Paul Roberts, Council Member, Place 5
Paul Prince, Council Member, Place 6

EXECUTIVE SESSION

Convene into a closed Executive Session pursuant to;

A. Consultation with Legal Counsel concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed). (Texas Government Code Section 551.071)
B. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Tex. Gov't Code Ann. 551.074, concerning appointment of Bradford Bullock of Messer Fort, PLLC as City Attorney.
C. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Tex. Gov't Code Ann. § 551.074, concerning discussion related to interview process for city manager position.

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:

A. Consultation with Legal Counsel concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed). (Texas Government Code Section 551.071)
B. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Tex. Gov't Code Ann. 551.074, concerning appointment of Bradford Bullock of Messer Fort, PLLC as City Attorney.
C. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Tex. Gov't Code Ann. § 551.074, concerning discussion related to interview process for city manager position.

PLEDGE OF ALLEGIANCE, PLEDGE TO THE TEXAS FLAG

INVOCATION

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

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.

STAFF AND COUNCIL LIAISON REPORTS

1. Routine Reports from City Staff
2. 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, Mayor Pro Tem Durbin

- 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
- CapMetro, Mayor Sullivan
- Texas Department of Transportation, Mayor Sullivan

WORK SESSION

3. Discussion and Direction to Staff Regarding Financial Report Transparency and Timeliness.

4. Discussion and Direction to the Chief of Police to Evaluate and Recommend Speed Limit Consistency Adjustments.

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.

5. Consider approval of the Minutes from February 20, 2025 Regular City Council Meeting.

6. Approval of HR Policy for New Hire, Employee Turnover and Recruitment Effort Quarterly Report.

7. Consider approval of **Resolution No. 25-2114** Consenting to the creation of a Municipal Utility District for Firefly Cove, LLC.

8. Consider approval of **Resolution No. 25-2119**; 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 dispose of such property in a matter which is beneficial to the City of Lago Vista.

9. Consider approval of **Resolution No. 25-2120** adopting the FINAL VERSION of the Water Master Plan that was produced by Freese & Nichols.

10. Discussion, consideration and possible action on the ratification of Firefly Cove's M.U.D. Consent Agreement.

ACTION ITEMS

11. Discussion, consideration and possible action regarding **Resolution No. 25-2115** approving the installation of an Art Piece for Lago Vista Public Library.

12. Discussion, consideration and possible action regarding **Resolution No. 25-2116;** Designating City's Airport Advisory Board Council Liaison and Airport Advisory Board Chairperson as Sole Representatives on Matters related to Rusty Allen Airport Regulations and Funding.

13. Discussion, consideration and possible action regarding **Resolution No. 25-2117** requesting Capital Metro to Expand Public Transportation Service to all areas of Lago Vista.

14. Discussion, consideration and possible action regarding **Resolution No. 25-2118** requesting Capital Metro to Allocate 100% of Lago Vista's Sales Tax Contributions to Services Within Lago Vista and to Provide Quarterly Financial Reporting on Fund Usage.

15. Discussion, consideration, and possible action regarding drafts of our Texas Water Development Board applications and Federal Community Project Funding application material.

16. Discussion, consideration and possible action regarding **Resolution No. 25-2121** to appoint a new Airport Advisory Board Council Liaison.

17. Discussion, consideration, and possible action regarding the award of RFP 24-10 Short Term Rental Monitoring & Compliance, to Deckard Technologies and authorizing the City Manager to execute an agreement for such services.

18. Discussion, consideration and possible action authorizing Boggy Ford Investments, LLC located at 19720 Boggy Ford, which is outside of the City's Corporate Boundaries, to connect to the City's water and sewer lines for the purpose of developing their site.

19. Discussion, consideration and possible action on directing the Airport Advisory Committee to evaluate grant funding opportunities for Rusty Allen Airport

20. Discussion, consideration and possible action on authorizing the City Manager to enter into an agreement with Freese & Nichols, Inc. for engineering services related to the design and bidding process for the Phase 1 Lift Station Repairs in an amount of $184,770.

21. Discussion and review of Code Enforcement metrics and goals.

22. Discussion, consideration, and possible action regarding the design, implementation, and financial considerations of the irrigation effluent water disposal system over the golf course.

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 _____ on the 3rd day of **March** 2025.

_____
Eric De La Cruz, Assistant City Secretary

THIS MEETING SHALL BE CONDUCTED PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.001 ET SEQ. AT ANY TIME DURING THE MEETING THE COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION ON ANY OF THE ABOVE POSTED AGENDA ITEMS IN ACCORDANCE WITH 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.

AGENDA ITEM NO. 3

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2025

SUBMITTED BY: Councilor Benefield

SUBJECT: Discussion and Direction to Staff Regarding Financial Report Transparency and Timeliness.

BACKGROUND: The City Council and members of the public have expressed concerns regarding the lack of timely financial reports and utility reports, as well as the overall transparency of financial data provided to the Council and the community. The most recent financial reports were posted for August 2024, and utility reports were last updated in September 2024, raising concerns about the City's ability to make informed decisions regarding budget planning, expenditures, and financial health.

Additionally, there is concern over delays in the annual audit process, as the last completed audit was for FY 2023, finalized in January 2024. The delays have been attributed to various factors, including system issues, meter reading complications, and staffing challenges. However, it is imperative that the City takes concrete steps to prevent similar issues in the future and ensures that financial transparency remains a priority

FINDINGS: To ensure the City Council and the public have access to accurate and timely financial data, staff should provide a detailed update addressing:

1. What caused the delays in posting financial reports and utility reports.
2. What corrective actions are being taken to prevent delays in the future.
3. Where the City currently stands in the process of bringing financial reports up to date.
4. A timeline for completion of outstanding reports and when regular updates can be expected moving forward.
5. Staff accountability measures to ensure that reporting

requirements are met consistently in the future.

FINANCIAL IMPACT: No direct financial impact. However, delays in financial reporting can lead to uninformed decision-making and potential budgetary mismanagement.

RECOMMENDATION: Discuss and provide direction to City Staff regarding financial report transparency, expected timelines for updates, and long-term solutions to prevent future delays.

AGENDA ITEM NO. 4

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2025

SUBMITTED BY: Councilor Benefield, City Council

SUBJECT: Discussion and Direction to the Chief of Police to Evaluate and Recommend Speed Limit Consistency Adjustments.

BACKGROUND: The speed limits on certain roads in Lago Vista, such as Lohman's Ford Road and Boggy Ford Road, change multiple times over short distances, leading to driver confusion and potential enforcement inconsistencies. Specifically:
1. The speed limit on Lohman's Ford Road changes six to seven times within a short span, with the highest speed (50 mph) occurring in front of Lago Vista High School with two pedestrian crossing.
2. The speed limit on Boggy Ford Road remains at 35 mph for most of

FINANCIAL IMPACT: Minimal. Costs may be associated with updated signage if speed limit adjustments are approved.

RECOMMENDATION: Approve the directive to the Chief of Police to conduct a speed limit consistency review and present recommendations for adjustments at the April 3rd, 2025, Council meeting

ATTACHMENTS:
Speed Limit Discussion.pdf

CITY COUNCIL AGENDA ITEM

DATE: March 6, 2025

SUBMITTED BY: Council Member Adam C. Benefield

SUBJECT:

Direction to the Chief of Police to Evaluate and Recommend Speed Limit Consistency Adjustments

BACKGROUND:

The speed limits on certain roads in Lago Vista, such as Lohman's Ford Road and Boggy Ford Road, change multiple times over short distances, leading to driver confusion and potential enforcement inconsistencies. Specifically:

1. The speed limit on Lohman's Ford Road changes six to seven times within a short span, with the highest speed (50 mph) occurring in front of Lago Vista High School with two pedestrian crossing.

2. The speed limit on Boggy Ford Road remains at 35 mph for most of its length but drops to 30 mph for the final 1/2 mile creating a potential speed trap .

Proposal:

This agenda item seeks to direct Police Gary Boshears to conduct a through review of speed limits through-out Lago Vista and provide recommendations for streamlining speed limits to improve safety and reduce unnecessary enforcement inconsistencies.

Chief Boshears will be asked to:

- Identify roads with frequent or abrupt speed limit changes.
- Analyze traffic data and accident reports to assess the impact of current speed limits.
- Propose adjustments to create more logical and uniform speed transitions.
- Consider school zones, pedestrian crossings, and areas with high residential density.

TIMELINE:

Chief Boshears will present his findings and recommendations to the City Council at the April 3rd, 2025, meeting.

FINANCIAL IMPACT:
Minimal. Costs may be associated with updated signage if speed limit adjustments are approved.

RECOMMENDATION:

Approve the directive to the **Chief of Police** to conduct a speed limit consistency review and present recommendations for adjustments at the **April 3rd, 2025, Council meeting**.

AGENDA ITEM NO. 5

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2025

SUBMITTED BY: Maria Franco, City Secretary

SUBJECT: Consider approval of the Minutes from February 20, 2025 Regular City Council Meeting.

FINANCIAL IMPACT: N/A

ATTACHMENTS:
2025-0220 Draft Minutes Regular Council Meeting (2).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 obtained at https://www.lagovistatexas.gov/249/Watch-Meetings

City of Lago Vista, Texas
Regular City Council Meeting
February 20, 2025
Meeting Duration: 1:00 PM to 8:15 PM

BE IT REMEMBERED that on the **20th day of February A.D., 2025**, the City Council held a Regular meeting at 1:00 PM in City Council Chambers, 5803 Thunderbird, Lago Vista, Texas 78645, and via videoconference, there being present and acting the following:

00:00-00:09
CALL TO ORDER, CALL OF ROLL

Members of City Council Present:
Kevin Sullivan, Mayor
Shane R. Saum, Council Member; Place 1 (By Virtual)
Adam Benefield, Council Member; Place 2
Rob Durbin, Mayor Pro Tem; Place 3 (By Virtual)
Norma Owen, Council Member; Place 4
Paul Roberts, Council Member; Place 5
Paul Prince, Council Member; Place 6

Members of City Council Absent:
None

Mayor Sullivan called the meeting to order at 1:00 PM and announced that all Council Members are present.

City Staff Present: Interim City Manager, Taylor Whichard, City Attorney, Brad Bullock, Chief of Police Gary Boshears, City Secretary Maria Franco, Economic Development Director Eric Zeno, Procurement Manager Eric De La Cruz, Program Manager Susan Price, H.R. Director Tiffany Sparks, Asst. Director of Park & Recreation/Airport Katie Mikulak, I.T. Director Dave Street, Head PGA Golf Pro Greg Saul and Golf Course Maintenance George Tovar.

01:33-02:50
EXECUTIVE SESSION

At 3:04 PM the Council convened into a closed Executive Session pursuant to:

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

B. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Tex. Gov't Code Ann. § 551.074, concerning authorization of letter related to termination of legal services by Munck Wilson Mandala.

C. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Tex. Gov't Code Ann. § 551.074, concerning appointment of Bradford Bullock of Messer Fort, PLLC as City Attorney.
D. Consultation with Legal Counsel concerning legal questions and advice related to dormant PDD's Pursuant to Texas Government Code Section 551.071 on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.
E. Consultation with Legal Counsel concerning legal questions and advice related to pending or contemplated litigation related to golf course irrigation contract with Duininck, Inc. d/b/a Duininck Golf pursuant to Texas Government Code Section 551.071
F. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Tex. Gov't Code Ann.§ 551.074, concerning the position of City Manager, and pursuant to Section 551.071, consultation with Legal Counsel concerning legal questions related to City Charter requirements, Personnel Policy requirements and Ethics Policy related to City Manager duties.

02:50 –06:12

ACTION ON EXECUTIVE SESSION ITEMS

(Action and/or vote may be taken on the following items):

AT **3:12** PM Council reconvened from Executive Session into Open Session to act as deemed appropriate in City Council's discretion regarding:

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

No action taken.

B. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Tex. Gov't Code Ann. § 551.074, concerning authorization of letter related to termination of legal services by Munck Wilson Mandala.

No action taken.

C. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Tex. Gov't Code Ann. § 551.074, concerning appointment of Bradford Bullock of Messer Fort, PLLC as City Attorney.

No action taken.

D. Consultation with Legal Counsel concerning legal questions and advice related to dormant PDD's Pursuant to Texas Government Code Section 551.071 on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

No action taken.

E. Consultation with Legal Counsel concerning legal questions and advice related to pending or contemplated litigation related to golf course irrigation contract with Duininck, Inc. d/b/a Duininck Golf pursuant to Texas Government Code Section 551.071

No action taken.

F. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee pursuant to Tex. Gov't Code Ann.§ 551.074, concerning the position of City Manager, and pursuant to Section 551.071, consultation with Legal Counsel concerning legal questions related to City Charter requirements, Personnel Policy requirements and Ethics Policy related to City Manager duties.

Councilor Prince noted that the Council gave Mr. Whichard intensive feedback on his performance as Interim City Manager, and said for the record he will read a summary statement of the Council's feedback:

"Taylor has made notable strides in stabilizing city operations and fostering a positive work environment. His ability to learn, adapt and lead with integrity has positioned him well for continued success. However, to maximize his impact as City Manager, focused mentorship, professional development and strategic oversite will be critical in the coming months. The City Council remains committed to supporting Taylor's growth and ensuring the City Manager role is filled with a strong capable leader who can guide Lago Vista forward. As an applicant for the permanent City Manager position, Taylor will be considered alongside other candidates to ensure the best leadership for Lago Vista with continued effort and by positively responding to this feedback, Taylor has the potential to farther refine his leadership skills and establish himself as a key figure in the City's long-term success.

No action taken.

06:12 – 08:16

PLEDGE OF ALLEGIANCE, PLEDGE TO THE TEXAS FLAG

Mayor Sullivan led the Pledge of Allegiance and the Pledge to the Texas Flag.

INVOCATION

Councilor Benefield introduced his daughter, AnnaBelle Benefield, who gave the invocation.

08:16 – 15:57

PROCLAMATION

Proclaiming **December 21st as "John Baker's Kindness Day**". Mayor Sullivan recognized Councilor Norma Owen and stated that she brought the Proclamation forward. And it was noted that Sarah Mangum generously

donated the frame for the Proclamation. Mayor Sullivan then presented the Proclamation to Alec Baker and Austin Baker, sons of the late John Baker.
Mayor Sullivan proclaimed **February 21, 2025, as "Government Communicators Day."** Mayor Sullivan recognized Amanda Harkins, Communications & Marketing Coordinator of the City of Lago Vista, and presented her with the Proclamation.

15:57 – 19:42

CITIZEN COMMENTS

Mayor Sullivan opened the citizens' comment period.

Mayor Sullivan recognized Lynda Aird. Ms. Aird addressed the Council concerning bringing hiking, walking trails, Pickleball courts and lake access to the residents of Lago Vista in the Tessera area.

19:58 – 23:06

ITEMS OF COMMUNITY INTEREST

Mayor Sullivan informed the public of the following:

1. **Household Hazardous Waste Pickup** – Just a reminder that the next pickup is on **Monday, February 24th**! Be sure to call HHW to schedule your pick up by **Saturday, February 22nd**. Visit the City website for more details.

2. **Green Center** – The Green Center will be open on **Saturday, March 1st, from 10 AM to 4 PM**. **Location:** 21155 FM 1431 (¼ mile west of Lago Vista Middle School) Bring a copy of your **City of Lago Vista utility bill** and a **photo ID** for verification. See the City website for full details!

3. **33rd Annual La Primavera Bike Race** – Mark your calendars! The race is happening **March1–2**. For event details, contact **info@laprimaveratx.com**.

4. **Lago Fest** - Join us on **Saturday, April 26th, from 1 PM to 8 PM at Bar-K Park** for an unforgettable day of **live music, delicious food, unique vendors, and family-friendly fun! Want to be part of the action?** We are accepting applications for **volunteers and vendors!** Visit **www.lagofest.com** for details and to apply.

   Councilor Owen commented on the successful season of the Lago Vista High School Lady Viking Basketball team and said both the JV and Varsity teams were undefeated.

   Councilor Owen commanded the Viking Basketball team who are bi-district champs after defeating Canyon Lake, and stated this is the first bi-district win since 1999.

   Councilor Owen then announced that the 2025-2026 High school Cheerleader tryout applications are out and need to be filled out and turned in before tryouts on February 26th.

   Councilor Saum commanded the public works staff and stated they have been working long nights for a couple of weeks.

23:06 – 43:20

STAFF AND COUNCIL LIAISON REPORTS

1. **Routine Reports from City staff.**

   Mr. Whichard announced that the CIP dashboard has been rolled out and it is available on the City's Public Works webpage under GIS Services.

2. **Routine Reports from City Council Liaison.**

   - Charter Review Committee. Councilmembers Saum & Prince
   - Building and Standards Commission, Councilor Benefield Keep Lago Vista Beautiful, Councilor Benefield
   - Lago Vista Starry Skies, Councilor Benefield Airport Advisory Board, Mayor Pro Tem Durbin
   - 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
   - CapMetro, Mayor Sullivan
   - Texas Department of Transportation, Mayor Sullivan

2024 Lago Vista Police Department Racial Profiling Report
Chief Boshears presented the Racial Profiling Report.

No action taken.

43:20 – 2:02:14

CONSENT AGENDA

The Consent Agenda Items Are Self-Explanatory by The City Council or Have Been Previously Discussed and Will Be Enacted with One Motion. There Will Be No Separate Discussion of These Items Unless a

Council Member Requests. The Consent Agenda Is for Consideration by The City Council Only and Not Subject to Public Discussion.

1. Consider approving February 10, 2025, Special Called City Council Meeting minutes.
2. Consider approving February 6, 2025, Regular City Council Meeting minutes.
3. Consider approving the Consent Agreement for the creation of an In-City Municipal Utility District for Firefly Cove, LLC.
4. Consider adopting **Ordinance No. 25-02-20-02**, an ordinance of the City of Lago Vista, Texas amending Appendix A Fee Schedule of the Code of Ordinances: Article 6.000, Sec 6.200 Utility Rates and Fees to amend Hazardous Waste Fees.
5. Discussion, consideration, and possible action on **Ordinance No. 25-02-20-06**; an ordinance of the City Council of the City of Lago Vista, Texas pursuant to the Texas Local Government Code Chapter 102, Sections 102.007(b) and 102.010, providing for amendments to Ordinance No. 24-09-19-01, Municipal Budget for the fiscal year beginning October 1, 2024, and Ending September 31, 2025.

Items No. 2, 3 & 5 were pulled from the Consent Agenda by Mayor Sullivan.

MOTION: Councilor Prince made a motion seconded by Councilor Owen to approve **Items No. 1 & 4** on the Consent Agenda. Motion carried unanimously 7 ayes to zero (0) nays.

Item No. 2: Mayor Sullivan went over the edits he made on the Minutes from February 6, 2025, City Council meeting.

MOTION: Councilor Prince made a motion seconded by Councilor Owen to approve **Item No. 2** on the Consent Agenda, February 6, 2025, City Council Meeting Minutes, with the edits made by Mayor Sullivan. Motion carried unanimously seven (7) ayes to zero (0) nays.

MOTION: Councilor Prince made a motion for the Council to allow the City Attorney to answer dollar allocation questions. Councilor Roberts asked Councilor Prince to amend his motion to not limit it to dollars. Councilor Prince accepted the amendment to his motion, seconded by Councilor Roberts to approve, for limited purpose to allow City Attorney answer questions, to the extent that he is able without compromising the City's position, to waive the privilege to answer questions, not limited to dollars. Motion carried 6 ayes to one (1) nay. Councilor Durbin being the dissenting vote.

Mayor Sullivan recognized those that signed up to speak:

Lynda Aird addressed the Council concerning Firefly Cove's PDD.

Mayor Sullivan read the statements from:

Claire Duke concerning FireFly Cove. Ms. Duke respectfully responded to Council's request for feedback whether to "MUD or NOT to MUD" and stated Drapers Cove would like to keep their peaceful community and urged the Council to reject the proposed MUD.

Darin N. Digby concerning FireFly Cove. Mr. Digby stated for the sake of the health, safety and prosperity of the area, he strongly urges the Council to reject the MUD and related proposals.

6. **MOTION**: Councilor Benefield made a motion seconded by Councilor Saum to approve Item **No. 3** on the Consent Agenda, approving the consent agreement for the creation of an In-City Municipal Utility District for Firefly Cove, LLC. with the following additions:
    - A resort style pool for the FireFly residents and all amenities within FireFly will be available to the citizens of Lago Vista except for the swimming pool.
    - additional sports courts and pickleball courts for FireFly residents
    - expanded trail system with higher quality surfaces and varied uses for the Lago Vista residents
    - additional pocket parks and refined open areas
    - nature play elements
    - enhanced access to Lake Travis
    - increased preservation of natural character
    - more distinct entry signs and art features
    - The mountain bike and pedestrian trail throughout the project will be for all citizens of Lago Vista
    - a minimum of 8 pickleball courts with some type of access control
    - parks land and amenities for water recreation and lake access to include at least 12 picnic tables with grills and benches
    - two shade structures like pavilions
    - and there will be a collaborative effort to incorporate a public boat ramp

motion carried five (5) ayes to two (2) nays. Councilor Durbin and Councilor Roberts have dissenting votes.

MOTION: Councilor Prince made a motion seconded by Councilor Owen to approve **Item No. 5** on the Consent Agenda; Ordinance No. 25-02-20-06 with amendment. Motion carried unanimously seven (7) ayes to zero (0) nays.

ACTION ITEMS

4:16:35 – 4:04:45

6. Discussion, consideration, and possible action regarding **Ordinance No. 2025-02-20-04** establishing Quarterly Vacancy and Recruitment Status Reporting.

   The Council directed staff to create a policy for Quarterly Vacancy and Recruitment Status Reporting and bring it forward to the City Council at the next City Council meeting, March 6, 2025.

   No action taken.

4:36:12 – 4:41:35

7. Discussion, consideration, and possible action on passing **Resolution No. 25-2110**; authorizing the City Manager to execute any letters, and supporting documents needed for water funding applications.

MOTION: Councilor Saum made a motion seconded by Councilor Roberts to approve Resolution No. 25 2110 with amendment. Motion carried unanimously seven (7) ayes to zero (0) nays.

2:04:14 – 3:05:54

8. Discussion, consideration and possible action regarding a City of Lago Vista DRAFT Policy to establish an Integrated Pest Management (IPM) Program.

City Golf Course Maintenance Staff, George Tovar and Parks and Recreation Asst. Director Katie Mikulak were present to answer questions.

Mayor Sullivan recognized those that signed up to speak on Item #8:

Michelle Varela addressed the Council and asked what pesticides are being used on public property by the City and expressed her concern about how harmful it is to the public and suggested the Council implement an Integrated Pest Management policy.

Debbie Fuller addressed the Council regarding the City Golf Course spraying of herbicides and pesticides.

Christopher Ramos addressed the Council and expressed his concern about the use of harmful pesticides by the city and agrees that the city implement an IPM policy.

Elizabeth Spencer addressed the Council virtually regarding the use of harmful pesticides by the city.

Eric Holt addressed the Council virtually regarding the Integrated Pest Management policy for the city.

Brenda Collins addressed the Council regarding the city's use of pesticides.

Jeff Koble addressed the Council regarding the pesticides and implementing the IPM policy.

Kim addressed the Council virtually regarding documenting what is being used and where and agrees on the city adopting an IPM policy.

Mayor Sullivan read statements submitted by:

Roberto Nava. Mr. Nava stated that as a grandparent nothing matters more than the health and safety of his grandchildren and asked the Council to do the right thing.

Curtis R. Herzog. Mr. Herzog states he is a concerned resident and asked why public funds are being spent on synthetic pesticides instead of protecting families, pets and the environment.

Nuith Divina signed up to speak on this topic but was not present.

The council directed staff to create an Integrated Pest Management (IPM) policy and bring forward in 60 days for Council consideration.

No action taken.

2:47:58-3:05:54

RECESS

At **6:09** PM Mayor Sullivan called for a 5-minute recess.
At **6:14** PM the Council reconvened.

3:05:54 – 3:15:29

9. Discussion, consideration and possible action on passing **Resolution 25-2112**; Authorizing the Lago Vista Property Owners Association (LVPOA) to occupy the Cul-de-sac at the end of Park Drive, within City right-of-way, for the installation of an access control panel and gate widening.

MOTION: Councilor Owen made a motion seconded by Councilor Roberts to approve Resolution No. 25-2112 as presented. Motion carried unanimously seven (7) ayes to zero (0) nays.

3:15:29 – 4:16:35

10. Discussion and direction on effluent water dispersal system design.

Mayor Sullivan recognized those that signed up to speak on Item #10:

Larry Russell addressed the Council concerning effluent water dispersal system design cost, and other cost associated with it.

Tom Monahan addressed the Council concerning the effluent water dispersal system design and the TCEQ requirements.

The Council gave the Interim City Manager, Taylor Whichard, direction regarding the new water dispersal system's functional priorities to ensure an efficient, cost-effective, and compliant design.

No action taken.

4:41:35-4:50:17

11. Discussion, consideration and possible action on passing **Resolution No. 25-2113**; Transferring code enforcement authority to Emergency Services District #1 (ESD #1)

Councilor Saum left the meeting at 7:50 PM.

4:50:17-5:05:58

12. Discussion, consideration, and possible action on **Ordinance No. 25-02-20-05**; Amending section 3.531 and adding section 3.532 to the Code of Ordinances.

The Council gave Chief Boshears directions to bring Matrixes or goals to the next City Council meeting on March 6, 2025, and to give an updated report on September 4, 2025, City Council Meeting.

MOTION: Councilor Benefield made a motion seconded by Councilor Roberts to table **Items #11 & #12** indefinitely, motion carried unanimously six (6) ayes to zero (0) nays.

5:05:58

ADJOURNMENT

Mayor Sullivan adjourned the meeting at 8:15 PM

Respectfully submitted,

ATTEST:

_____
Maria Franco
City Secretary, TRMC

CITY OF LAGO VISTA, TEXAS

_____
Kevin Sullivan, Mayor

On a motion by Councilor _____, seconded by Councilor _____, the above and foregoing instrument was passed and approved this **6**th day *of* ***March 2025***.

AGENDA ITEM NO. 6

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2025

SUBMITTED BY: Maria Franco, Human Resources

SUBJECT: Approval of HR Policy for New Hire, Employee Turnover and Recruitment Effort Quarterly Report.

BACKGROUND:

The City of Lago Vista seeks to enhance transparency and accountability in human resource management by implementing a structured reporting process. The Human Resources (HR) Director plays a crucial role in ensuring that City leadership is well-informed about staffing dynamics, including new hires, employee turnover, and recruitment efforts.

The proposed Human Resources Reporting Policy establishes a quarterly reporting structure, ensuring that the City Council receives timely and comprehensive updates. This initiative aligns with the City's commitment to fostering a well-managed workforce and maintaining an effective recruitment and retention strategy. The reporting mechanism also supports data-driven decision-making, allowing City leadership to proactively address workforce challenges.

FINDINGS:

- The policy mandates that the HR Director provide a quarterly report to the City Council, detailing new hires, turnover trends, and recruitment efforts.
- The report will be submitted and presented at the first regularly scheduled City Council meeting of each quarter (January, April, July, and October).
- The City Manager will have the authority to review the report before submission to ensure it aligns with the City's strategic objectives.
- Regular reporting will improve workforce planning,

support policy development, and enhance organizational accountability.

- The policy will be subject to an annual review to ensure its continued effectiveness and relevance.

FINANCIAL IMPACT: n/a

RECOMMENDATION:

Staff recommends approval of the Human Resources Reporting Policy to establish a structured and consistent approach to HR reporting, reinforcing the City's commitment to transparency and workforce management.

ATTACHMENTS:

Human Resource Policy for New Hire, Employee Turnover & Recruitment Quartery Report HR.pdf

Mayor
Kevin Sullivan

Mayor Pro-Tem
Rob Durbin

CITY OF LAGO VISTA TEXAS

Council Members
Shane Saum
Adam Benefield
Norman Owen
Paul Roberts
Paul Prince

City of Lago Vista
Human Resources Reporting Policy
Effective Date: 02/20/2025
Approved By: City Manager

Purpose

The purpose of this policy is to establish a structured reporting process for the Human Resources (HR) Director to provide regular updates to the City Council regarding new hires, employee turnover, and recruitment efforts. This ensures transparency, accountability, and informed decision-making by City leadership.

Policy Statement

The HR Director shall present a quarterly report to the City Council detailing the following:

1. New Hires: A summary of all employees hired during the reporting period, including department, job title, and start date.
2. Turnover: A breakdown of employee separations, including voluntary and involuntary terminations, retirements, and department-specific trends.
3. Recruitment Efforts: An overview of ongoing and upcoming hiring initiatives, recruitment challenges, and strategies to attract and retain talent.

Reporting Schedule

The HR Director shall submit and present this report at the first regularly scheduled City Council meeting of each quarter (January, April, July, and October) unless otherwise directed by the City Manager or City Council.

Compliance and Review

- The HR Director is responsible for ensuring the accuracy and completeness of the report.
- The City Manager may review the report before submission to ensure alignment with city objectives.
- This policy shall be reviewed annually and updated as necessary.

Adopted this [Insert Date] by the City Council of Lago Vista.

AGENDA ITEM NO. 7

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2025

SUBMITTED BY: Taylor Whichard, Interim City Manager

SUBJECT: Consider approval of **Resolution No. 25-2114** Consenting to the creation of a Municipal Utility District for Firefly Cove, LLC.

BACKGROUND: On December 19, 2024, the City Council reviewed the proposed Firefly Cove MUD Consent Agreement. During that meeting, the City Attorney advised further legal review before formal approval. The agreement is necessary to allow for the creation of a Municipal Utility District (MUD) within the City's corporate boundaries to support the development of the Firefly Cove Planned Development District (PDD). The purpose of the MUD is to finance public infrastructure required for the project.

This item was brought back to the February 6th Council meeting. Further edits were requested as a result of the discussion. Council made a motion directing staff to make the necessary edits and bring it back to the February 20th meeting on Consent.

At the February 20th meeting, it was brought to the City's attention the accompanying resolution was not added to the Agenda correctly. Council voted on the MUD consent, and for the formal resolution to be brought forward at the next Council meeting

FINDINGS:

The Firefly Cove MUD Consent Agreement establishes that the District's authority is strictly limited to financing public water, wastewater, drainage, and roadway infrastructure. All infrastructure within the development will be designed and constructed in accordance with City standards to ensure compliance with regulatory requirements and long-term serviceability. Upon completion, all public infrastructure will be dedicated to the City for ownership, operation, and maintenance, ensuring consistency with City-managed systems. The agreement also confirms that the MUD will not provide municipal services beyond its financing and maintenance responsibilities.

To mitigate the impact of the Firefly Cove development on City infrastructure, the Developer has agreed to significant financial contributions. These include $2.4 million toward the City's wastewater system expansion, $600,000 for water system improvements, and $590,735 for required off-site roadway improvements. These funds will be paid from the proceeds of the MUD's bond issuances, ensuring that necessary infrastructure enhancements are made without placing an undue financial burden on the City or its residents. Additionally, the Developer will be responsible for funding and constructing all internal water and wastewater infrastructure, and external roadway improvements required to serve the development.

The agreement includes clear provisions for the eventual dissolution of the MUD. The District cannot annex additional land without prior City approval, preventing unregulated expansion. Furthermore, any bond issuance must adhere to strict financial limitations, including maturity terms, interest rate caps, and early redemption provisions, ensuring financial responsibility and preventing excessive debt accumulation. These measures protect the City's long-term interests while allowing the development to proceed with structured oversight.

FINANCIAL IMPACT: $2,390,735 is provided to the City for the WWTP Expansion and the City's share of intersection improvements prescribed in the Developer's TIA. In addition to this, an additional contribution of $600,000 is provided to the City for the eventual WTP upgrade.

ATTACHMENTS:
Firefly Cove Original Petition Letter.pdf
Firefly Cove PDD _ Ord No. 21-09-02-01.pdf
Resolution Consenting to Creation of MUD (use this one).pdf

SUNRISE COMPANY

December 5, 2024

Via Email: mayor@lagovistatexas.gov

Mayor Kevin Sullivan
City of Lago Vista
5803 Thunderbird Street
Lago Vista, TX 78645

RE: Petition for Consent to the Creation of a Municipal Utility District ("Petition for Consent")

Dear Mayor:

Please accept the enclosed Petition for Consent as Firefly Cove, LLC's ("Firefly") formal request for consent by the City of Lago Vista ("City") to creation of a municipal utility district ("MUD"). The City's consent is required by the State of Texas since Firefly is within the City limits. We paid our City MUD application fee this past June.

Under the structure of the MUD, the MUD will sell bonds to pay or reimburse Firefly for the design, construction, and installation of water, sewer, drainage, recreation, and other improvements related to the development of Firefly Cove. The MUD will assess a property tax on the homes exclusively located in Firefly Cove until the bonds have been paid off. The maximum MUD tax can be up to $0.92.

The MUD will cost the City nothing, and the City will assume no additional liability.

As a contribution to the costs of expansion of the City's existing wastewater infrastructure and to mitigate the impacts of the Firefly Cove on the transportation system, the MUD will pay $2,390,735 to the City out of the MUD's first bond issuance. This amount reflects Firefly's estimated share of sewage capacity in the City's new and anticipated wastewater plant and covers the City's share of traffic improvements noted in Traffic Improvement Analysis ("TIA") associated with Firefly Cove, as well as traffic safety improvements along Boggy Ford. This contribution is above and beyond what is currently required by Firefly for the development of Firefly Cove. Firefly is currently obligated only to pay for its portion of wastewater usage through the City's tap fees and its share of traffic improvements as outlined in the TIA and the PDD Ordinance.

Firefly has no obligation to contribute any financial amount to the City. Sewer and water capacity has been reserved for Firefly Cove since the PDD Ordinance was approved. However, Firefly believes this financial contribution to the City creates a win-win for both parties with Firefly helping to alleviate the traffic and wastewater capacity burdens present in the City, freeing the City to use financial resources in other areas of need.

In addition to the funds noted above, Firefly also agrees to construct and maintain publicly accessible parks and park improvements, including (i) mountain bike and pedestrian walking trails throughout the Project, (ii) pickleball courts, and (iii) certain amenities for water recreation to be constructed and installed on approximately twelve acres of shoreline of Lake Travis, such as picnic benches, shade structures, and a swim dock.

We are asking that this Consent Agreement be placed on December 19th, 2024, City Council agenda for discussion and approval of consent to the creation of the MUD within the corporate boundaries of the City. The urgency is due to the MUD creation process being several months long, and we anticipate having homes under construction in Phase 1 in Spring of 2025. As construction progresses within Firefly Cove, bond issuances and proceeds will follow.

Attached to this letter are:

1. Consent Agreement between Firefly and the City of Lago Vista
2. Petition for Consent to the Creation of a Municipal Utility District
3. Firefly Cove Municipal Utility District Taxable Assessed Value Proforma, Bonding Capacity and Reimbursement Analysis, and Cost Summary

Thank you for your consideration.

Sincerely,

Dirk Gosda
Member/Manager, Firefly
President Southwest and Mountain Regions, Sunrise Company

ORDINANCE NO. 21-09-02-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AMENDING THE OFFICIAL ZONING MAP REGARDING THE CURRENT "PLANNED DEVELOPMENT DISTRICT" (PDD) KNOWN AS "FIREFLY COVE" AND PREVIOUSLY DESCRIBED AS "TUSIKANNI COVE" IN ORDINANCE NUMBER 07-10-04-04, TO APPROVE AN AMENDED CONCEPT PLAN FOR THE ENTIRE DEVELOPMENT CONSISTING OF APPROXIMATELY 281.45 ACRES AND TO APPROVE A DETAIL PLAN FOR EVERYTHING EXCEPT THE AREA DESIGNATED AS THE LOCATION OF APPROXIMATELY 45 ESTATE LOTS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Firefly Cove, LLC, the owner of approximately 281.45 acres of land, as more particularly described in the attached **Exhibit "A"** (described hereinafter as the "Property"), have requested that the Property be zoned as a PDD to be known as the "Firefly Cove Planned Development District," and

WHEREAS, the Property currently resides within the corporate limits of the City of Lago Vista;

WHEREAS, the conceptual and detail plans for the Property is set forth in this "Firefly Cove Planned Development District" Zoning Ordinance (the "Ordinance") and in **Exhibit "C"** attached hereto (the "Land Use Plan"), which identifies and designates various land uses for the Property as further described below;

WHEREAS, after giving ten (10) days written notice to the owners of land in and within 200-feet of the area being rezoned, as well as having published notice to the public at least fifteen (15) days prior to the date of such hearings, the Planning and Zoning Commission and City Council each held separate public hearings on the proposed rezoning of the Property included in this Ordinance; and

WHEREAS, the Planning and Zoning Commission at its public hearing held on August 12, 2021 and the City Council at its public hearing held on September 2, 2021, have both reviewed the request and the circumstances of the Property, and find that a substantial change in the circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired; and

WHEREAS, the City, by and through its legislative discretion, has adopted a comprehensive plan for the City of Lago Vista, and having considered and reviewed such comprehensive plan, the City Council finds the rezoning approved herein is consistent with the comprehensive plan which shall not be interpreted as inconsistent with this rezoning; and

WHEREAS, the City desires that development within its corporate limits occur in an orderly manner in order to protect the health, safety, and welfare of its present and future

citizens, protect property values and provide for the growth of the City's tax base; and

WHEREAS, the City desires to control the development standards for the Property, protect third party property owners in the City, and to ensure the benefits of planned development and an enhanced tax base that are achieved through rezoning the Property; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to zone and rezone property; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Lago Vista to adopt this Ordinance.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact. The Planning and Zoning Commission and City Council find that this Ordinance satisfies the requirements of Section 6.105, Section 10 and Section 13 of the City of Lago Vista Zoning Ordinance, codified under Ordinance No. 98-04-27-03, as amended (the "Zoning Code").

Section 2. Enactment. The Zoning Code and other applicable ordinances are hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Rezoned Property. The Zoning Code is hereby amended by zoning the Property being the approximately 281.45-acre tract of land described in **Exhibit "A"** attached to this Ordinance, as a PDD zoning district. The Property is hereby zoned as the "Firefly Cove Point Planned Development District" with the uses of individual land areas as set forth in this Ordinance.

Section 4. Amendment of Applicable Zoning Ordinances. The zoning requirements established in this Ordinance shall apply to the Property. The comprehensive zoning requirements of the Zoning Code and all other applicable ordinances, as they may be amended by this Ordinance, shall apply to the Property. Should any conflict appear between the requirements of the zoning and development ordinances of the City of Lago Vista as compared with the requirements for the Property set forth in this Ordinance, the requirements set forth in this Ordinance shall control.

Section 5. Phasing within the PDD. The Property shall be developed in three phases in accordance with the Land Use Plans in **Exhibit "C"** attached hereto and incorporated herein for all purposes. The phases were created largely based on their location within the development relative to project infrastructure requirements and the topography of the Property. However, at

the discretion of the owner, the Property may be developed in fewer phases, or any of the phases depicted within the Land Use Plans may be further divided into smaller segments within any phase, provided the infrastructure required for each phase or segment of a phase is sufficient for the lots being developed. Connectivity requirements to the limits of the Property for any specific phase and all proposed future phases shall be determined and approved in accordance with the required subdivision construction plans.

Section 6. Zoning Requirements. The following use and development requirements established herein shall apply to the Property:

1. Zoning. The use and development of the Property shall comply with the zoning requirements and development standards of the City of Lago Vista, except as specifically described below.

   A. Use and development of the Property designated as "SF-A" within the Land Use Plans in **Exhibit "C"** shall consist of a maximum of 280 single-family residential lots and comply with the zoning requirements and development standards for "R-1D Single-Family Residential" zoning district, except as hereinafter modified.

      i. The minimum width of any "SF-A" single-family residential lot shall be forty feet, except those that front on cul-de-sacs. The minimum width of any "SF-A" single-family residential lot fronting on a cul-de-sac shall be 33 feet at the property line and 40 feet at the front building line (setback).

      ii. The impervious surfaces on any individual "SF-A" single-family residential lot shall not exceed 65 percent, while the total cumulative impervious surfaces for all "SF-A" single-family residential lots shall not exceed 38 percent.

      iii. The minimum living area for any "SF-A" single-family residence shall be 1,100 square feet, but no more than twenty-five percent of the maximum 280 units shall include less than 1,500 square feet of living area.

      iv. The minimum setbacks for any "SF-A" single-family residential lot shall be as follows:

         a. The minimum front or corner lot side yard setback for residences that include a garage facing a right-of-way is 20 feet.

         b. The minimum front or corner lot side yard setback for residences that do not include a garage facing a right-of-way is 15 feet.

         c. Covered porches (columns and overhangs) are allowed to encroach up to 5 feet into a front yard setback.

         d. The minimum rear yard setback is 15 feet.

e. Covered porches or patios (columns and overhangs) are allowed to encroach up to 8 feet into a rear yard setback.

f. The minimum side yard setback is 5 feet (10 feet cumulative).

g. A maximum encroachment of 6 inches shall be allowed in all setbacks to accommodate exterior wall finish changes (i.e. siding to masonry).

h. Below grade foundation elements (such as spread footings or counter forts) may encroach into required setbacks, but not dedicated easements.

i. Notwithstanding the provisions above, no building line shall allow an encroachment that obstructs a minimum 15 foot vision triangle adjacent to any garage or driveway.

B. Use and development of the Property designated as "SF-Estate" within the Land Use Plans in **Exhibit "C"** shall consist of a maximum of 45 single-family residential lots and comply with the zoning requirements and development standards for "R-1G Single-Family Residential" zoning district, except as hereinafter modified.

i. The minimum width of any "SF-Estate" single-family residential lot shall be eighty feet, except those that front on cul-de-sacs. The minimum width of any "SF-Estate" single-family residential lot fronting on a cul-de-sac shall be 30 feet at the property line and 45 feet at the front building line (setback).

ii. The minimum area of any "SF-Estate" lot shall be 11,000 square feet.

iii. The impervious surfaces on any individual "SF-Estate" single-family residential lot shall not exceed 60 percent.

iv. The minimum living area for any "SF-Estate" single-family residence shall be 1,800 square feet.

v. The minimum setbacks for any "SF-A" single-family residential lot shall be as follows:

a. The minimum front or corner lot side yard setback for residences that include a garage facing a right-of-way is 25 feet.

b. The minimum front or corner lot side yard setback for residences that do not include a garage facing a right-of-way is 15 feet.

c. Covered porches (columns and overhangs) are allowed to encroach up to 15 feet into a front yard setback, but shall maintain a minimum front yard setback of 10 feet.

d. The minimum rear yard setback is 15 feet.

e. Covered porches or patios (columns and overhangs) are allowed to encroach up to 8 feet into a rear yard setback.

f. The minimum side yard setback is 5 feet (10 feet cumulative).

g. A maximum encroachment of 6 inches shall be allowed in all setbacks to accommodate exterior wall finish changes (i.e. siding to masonry).

h. Below grade foundation elements (such as spread footings or counter forts) may encroach into required setbacks, but not dedicated easements.

i. Notwithstanding the provisions above, no building line shall allow an encroachment that obstructs a minimum 15 foot vision triangle adjacent to any garage or driveway.

C. Use and development of the Property designated as "Open Space" within the Land Use Plans in **Exhibit "C"** shall consist of land reserved for the benefit and use of the residents of the development and that meets the parkland requirements of the Lago Vista subdivision regulations, a portion of which shall be publicly dedicated to meet that obligation. This area shall comply with the zoning requirements and development standards for "P-2 Park and Greenbelt District (Passive)" zoning district, except that it may include, but not be limited to the following types of uses and similar structures: restroom facilities, sports courts, public utility easements, public utilities, mountain bike trails, nature trails, detention facilities and water quality facilities.

D. Use and development of the Property designated as the "Amenities Area" within the Land Use Plans in **Exhibit "C"** (the areas formerly designated as CA-2 and CA-3 in Ordinance Number 07-10-04-04) shall consist of land reserved for the benefit and use of the residents of the development, except in accordance with a private agreement between the owner and others. This area shall comply with the zoning requirements and development standards for "P-1B Developed Park District (Active)" zoning district, except that it shall be limited to the following types of uses and similar structures: playground structures, a community beach, a community boat ramp, a community swimming pool, bathrooms and/or locker rooms, covered pavilions, sports courts, public utility easements, public utilities, mountain bike trails, nature trails, detention facilities and water quality facilities.

2. Other Development Standards and Provisions.

A. Streets / Traffice Improvements / Subdivision Design.

i. The owner shall be responsible from the improvements identified as their responsibility in the approved final version of the Traffic Impact Analysis (TIA) issued by Alliance Transportation Group, and initially dated February 2021.

ii. Except as required to improve the intersection at Boggy Ford Road to AASHTO and local ordinance prescribed design standards, Drapers Cove Road shall substantially follow the existing alignment remain classified as a local street. Even after the improvements to comply with local design standards, some portions of Drapers Cove Road may remain a private street at the discretion of the owner and designated on the approved subdivision plats. Lots in Phase 3 of the development shall be permitted to have single-family driveway access directly onto Drapers Cove Road in accordance with local design requirements.

iii. Driveway Connections at Boggy Ford Road. Connections to Boggy Ford Road shall be publicly dedicated streets to the intersection of the first local street or a minimum of 150 linear feet with code-compliant emergency vehicle provisions, whichever is less and meet the design criteria for a "collector." The locations shall be limited as depicted within the Land Use Plans in **Exhibit "C"** and as follows:

a. the main entry drive, shall be located near the northeast corner of the property and as described in the approved traffic impact analysis (TIA);

b. the secondary entry drive shall be located at the intersection of Drapers Cove Road, as realigned to comply with local design standards;

c. the remaining two driveways connecting to Boggy Ford Road between these two that are located near the east and west extremes of the Property shall be designated for emergency use only. The portion within the existing Boggy Ford Road right-of-way shall be constructed to local standards, but the portion between the Boggy Ford Road right-of-way and the first intersecting local street may be constructed using any approved all-weather forms of construction including those that do not consist of asphalt or concrete surfaces. At the discretion of the owners, an emergency access gate in accordance with emergency services requirements may be installed at these locations.

iv. Traffic Calming. The owner will design and construct streets to calm traffic and reduce vehicle speeds in a manner that is compatible with the natural features and topography of the Property and conserves unique environmental assets such as protected trees and desirable open space. Permissible design and construction elements or parameters shall include:

a. except as provided for elsewhere herein, streets that are completely within the interior of the developments shall be classified as "local streets" and may be designed on the basis of a speed as low as 20 miles-per-hour;

b. "local streets" completely within the interior of the development may include a sustained grade of up to a maximum of twelve percent; and

c. "local street" intersections completely within the interior of the of development may be designed as "stop-controlled intersections" with intersection curb returns not to exceed a starting slope of eight percent.

v. Subdivision Design Criteria.

a. The maximum permitted length of a cul-de-sac shall be 750 feet when complaint when all applicable requirements of the locally adopted version of the International Fire Code.

b. Block lengths may be interrupted open space to provide access to trails and other similar uses permitted in that designated area of the development.

B. Sidewalks. Sidewalks are not required anywhere on the property, except as otherwise required by the Americans with Disabilities Act. Other sidewalks shall be provided throughout the Property at the discretion of the owner.

C. Impervious Cover. The impervious area shall comply with requirements of the Highland Lakes Watershed Ordinance and shall not exceed thirty-eight (38) percent of the gross area of the Property.

D. Parkland Dedication. Parkland dedication will occur intermittently throughout the life of the project in accordance with the requirements of the subdivision regulations. Dedicated parklands may include land used to meet the mitigation requirements of the Endangered Species Act, specifically included the habitat of the golden-cheeked warbler.

E. Exterior Lighting. Street lights shall not be required and the owner may instead provide alternate types of exterior and outdoor lighting consistent with minimum best safety practices and compliant with Article 3.800, the Lago Vista "dark sky" ordinance.

F. Maximum Building Heights. The height of any building or residence within the Property shall be limited to a maximum of 35 feet measured from the highest existing nature grade on the property to the peak or ridge line of the roof, exclusive of chimneys or other similar appurtenances.

G. Exterior Finishes. In accordance with Texas HB 2439 of 2019, there are no minimum requirements related to exterior finishes except as otherwise required by the current Building Codes adopted by the City of Lago Vista.

H. Signage. All signage shall be in accordance with the applicable requirements (including lighting) of the City of Lago Vista, except as follows:

i. The owner will be permitted to have three monument subdivision signs at the following locations:

a. at the entry designated as Driveway 1 within the Land Use Plans (**Exhibit "C"**);

b. at the modified intersection of Drapers Cove Road and Boggy Ford Road; and

c. at the northeast corner of the property along the Boggy Ford Road right-of-way.

ii. The owner will be permitted up to ten additional freestanding wayfinding signs within the subdivision to facilitate individuals seeking the location of the community sales offices and amenities.

3. The appropriate departments of the City, the Planning & Zoning Commission and the City Council hereby find and agree that this Ordinance and the project contemplated herein complies with and satisfies the requirements of Section 6.105, Section 10.20, and Section 13.20 of the Zoning Ordinance as well as the Comprehensive Master Plan of the City of Lago Vista. The City Council finds that this Ordinance serves as both a concept plan and a detail plan approval, except as it relates to the development of the SF-Estate lots (See **Exhibit "B"**) and that no additional detail plans are required by the Section 10.20(e) of the Zoning Ordinance for the remaining portions of the Property.

4. Land Use Plan. The depiction of the "Firefly Cove Planned Development District" in **Exhibit "C"** is not intended to reflect the level of detail and finality associated with construction permit documents. Non-substantive changes which do not alter the basic relationship of the proposed development to adjacent property, which do not alter the uses permitted, increase the density, height, or impervious surface coverage of the site, which do not decrease the off-street parking ratio or reduce the required setbacks within the boundary of the site and which do not decrease any buffers shown on the approved detail plan shall be administratively authorized in writing by the Development Services Director. Conversely, substantive changes in the detail plan shall be considered in accordance with the requirements of Section 10 of the Zoning Ordinance.

Section 7. Repealer. The Zoning Ordinance and all other applicable portions of the Lago Vista Code of Ordinances are amended as required to incorporate the "Nature's Point Planned Development District" as described herein. Any portion of the Zoning Ordinance, Comprehensive Master Pan or any applicable ordinance in conflict with this Ordinance is hereby repealed or amended to the extent of such conflict only.

Section 8. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and

remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 9. Penalty. Any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances, Section 1.109 General Penalty for Violations of Code; Continuing Violations of the City of Lago Vista, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

Section 10. Publication Clause. The City Secretary of the City of Lago Vista is hereby directed to publish in the Official Newspaper of the City of Lago Vista the Caption, and Effective Date Clause of this Ordinance as required by Section 52.013 of the *Texas Local Government Code*.

Section 11. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below in accordance with the provisions of the *Texas Local Government Code* and the City's Charter.

Section 12. Change of Zoning Map. The City Manager is hereby authorized to and shall promptly note the zoning change on the official Zoning Map of the City of Lago Vista, Texas.

Section 13. Proper Notice and Meeting. 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, Texas Local Government Code.*

AND, IT IS SO ORDERED.

PASSED AND APPROVED this 2nd day of September 2021.

Ed Tidwell

Ed Tidwell, Mayor

CITY OF LAGO VISTA • TEXAS

ATTEST:

Sandra Barton

Sandra Barton, City Secretary

On a motion by Councilman Sullivan, seconded by Councilman Williams, the above and foregoing ordinance was passed and approved.

EXHIBIT "A"

Legal Description

METES AND BOUNDS DESCRIPTION OF 286.85 ACRES, MORE OR LESS, SAVE AND EXCEPT 2.504 ACRES AND 2.899 ACRES, LEAVING 281.45 ACRES, MORE OR LESS,

METES AND BOUNDS DESCRIPTION OF A SURVEY OF 286.85 ACRES OF LAND, MORE OF LESS, A PORTION OF THE FOLLOWING SURVEYS: D. & W. R.R. CO. SURVEY NO. 99, ABSTRACT NO. 246; RICHARD CRAIG SURVEY NO. 1867, ABSTRACT NO. 2754; C.E.P.I. & M. CO. SURVEY NO. 173, ABSTRACT NO. 2191; MALINDA SETTLE SURVEY NO. 49, ABSTRACT NO. 2126; W. A. COOK SURVEY NO. 141, ABSTRACT NO. 2587; LEWIS LINDSAY SURVEY NO. 265, ABSTRACT NO. 2171; AND THE W. A. COOK SURVEY NO. 100, ABSTRACT NO. 2605, IN TRAVIS COUNTY, TEXAS, SAID 286.85 ACRES OF LAND, MORE OR LESS, BEING A PORTION OF THAT 289.40 ACRE TRACT OF LAND, A PORTION OF THE SAID D. & W. R.R. CO. SURVEY NO. 99, AND OTHERS IN TRAVIS COUNTY, TEXAS, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO TRAVIS MEADOW, LP IN DOCUMENT NO. 2006125525, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 286.85 ACRES OF LAND, MORE OR LESS, BEING ALL OR A PORTION OF THE FOLLOWING TRACTS OF LAND, ALL BEING IN TRAVIS COUNTY, TEXAS: BEING ALL OF THAT 0.413 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEYNO. 173, AS DESCRIBED IN A WARRANTY DEED TO GEORGE L. VINSON AND WIFE, JEAN VINSON IN VOLUME 2714, PAGE 315, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.44 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEY NO. 173, AS DESCRIBED IN A WARRANTY DEED TO GEORGE L. VINSON AND WIFE, JEAN VINSON IN VOLUME 3223, PAGE 513, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING A PORTION OF THAT TRACT OF LAND CALLED TO BE 278.36 ACRES, SAVE AND EXCEPT 19.27 ACRES OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND OTHERS, DESIGNATED AS TRACT 1 AND DESCRIBED IN A WARRANTY DEED TO G. L. VINSON IN VOLUME 5554, PAGE 1469, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 22.97 ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 100 AND A PORTION OF THE SAID D. & W. R.R. CO. SURVEY NO. 99, AS DESCRIBED IN A WARRANTY DEED TO GEORGE LARRY VINSON AND WIFE, JEAN VINSON IN VOLUME 6021, PAGE 178, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 16.08 ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND A PORTION OF THE SAID LEWIS LINDSAY SURVEY NO. 265, AS DESCRIBED IN A WARRANTY DEED TO G. L. VINSON IN VOLUME 6561, PAGE 242, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 785 SQUARE FOOT TRACT OF LAND OR 0.018 OF ONE ACRE OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 100, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO G. L. VINSON IN VOLUME 10321, PAGE 422, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING A PORTION OF THAT 12.611 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF THE SAID MALINDA SETTLE SURVEY NO. 49, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO G. L. VINSON IN VOLUME 11949, PAGE 88, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 2.393 ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 100 AND A PORTION OF THE SAID D. & W. R.R. CO. SURVEY NO. 99, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO GEORGE L. VINSON AND WIFE, JEAN VINSON IN VOLUME 12092, PAGE 1825, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 23.276 ACRE TRACT OF LAND, A PORTION OF THE SAID D. & W. R.R. CO. SURVEY NO. 99, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO G. L. VINSON AND WIFE, JEAN VINSON IN VOLUME 12627, PAGE 676, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.337 OF ONE

ACRE OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN A WARRANTY DEED TO G. L. VINSON IN VOLUME 12667, PAGE 479, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; AND BEING ALL OF THAT 2.036 ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 100, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO G. L. VINSON IN VOLUME 12717, PAGE 693, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; AS PREPARED FOR TRAVIS MEADOW, LP BY METCALFE & SANDERS, INC., LAND SURVEYORS, 4800 SOUTH CONGRESS AVENUE, AUSTIN, TEXAS, SAID 286.85 ACRES OF LAND, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 1/2" steel pin with plastic cap set in rock in the south line of Boggy Ford Road for the northeast corner of that 2.393 acre tract of land, a portion of the W. A. Cook Survey No. 100, Abstract No. 2605 and a portion of the D. & W. R.R. Co. Survey No. 99, Abstract No. 246, in Travis County, Texas, as described in a Warranty Deed to George L. Vinson and wife, Jean Vinson in Volume 12092, Page 1825, Real Property Records of Travis County, Texas, for the POINT OF BEGINNING and northeast corner of the herein described tract;

(1) THENCE with the east line of the said Vinson 2.393 acre tract, S 29°17'38" W 115.71 feet to a 1/2" steel pin found at the southeast corner of the said Vinson 2.393 acre tract and the northeast corner of that 22.97 acre tract of land, a portion of the said W. A. Cook Survey No. 100 and a portion of the said D. & W. RR. Co. Survey No. 99, as described in a Warranty Deed to George Larry Vinson and wife, Jean Vinson in Volume 6021, Page 178, Deed Records of Travis County, Texas, said 1/2" steel pin found being also an angle point in the west line of that 169.54 acre tract, a portion of the said D. & W. R.R. Co. Survey No. 99 and a portion ofthe Richard Craig Survey No. 1867, Abstract No. 2754, in Travis County, Texas, as described in Special Warranty Deed to Luna Groseclose, Ltd. in Volume 13237, Page 1233, Real Property Records of Travis County, Texas, said 1/2" steel pin found being also a corner of that approximately 100 acres of land, a portion of the said D. & W. R.R. Co. Survey No. 99, and others in Travis County, Texas, as conveyed in a Special Warranty Deed to Linda L. Groseclose, Trustee of the Linda Groseclose 1998 Intervives Trust in Document No. 2002229115, Official Public Records of Travis County, Texas;

(2) THENCE with the east line of the said Vinson 22.97 acre tract and along or near the west line of the said Luna Groseclose, Ltd. 169.54 acre tract, S 28°30'09" W 715.19 feet to a 1/2" steel pin found at the southeast corner of the said Vinson 22.97 acre tract and the northeast corner of that 23.276 acre tract of land, a portion of the said D. & W. RR Co. Survey No. 99, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to G. L. Vinson in Volume I2627, Page 676, Real Property Records of Travis County, Texas;

THENCE with the east line of the said Vinson 23.276 acre tract and being along or near the west line of the said Luna-Groseclose, Ltd. I69.54 acre tract, courses numbered 3 through 6 inclusive as follows:

(3) S 28°20'51" W 1360.82 feet to a 5/8" steel pin found;
(4) S 29°00'46" W 290.69 feet to a 1/2" steel pin found;
(5) S 27°42'20" W 622.13 feet to a cedar hub and rock mound found (cedar hub replaced with a I/2" steel pin with plastic cap) at the southeast corner of the said Vinson 23.276 acre tract and in an east line of that 278.36 acre tract of land, save and except I9.27 acres of land, a portion of the said W. A. Cook Survey No. 100, and others, in Travis County, Texas, designated as Tract 1 and described in a Warranty Deed to G. L. Vinson in Volume 5554, Page I469, Deed Records of Travis County, Texas;

THENCE with the east line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and being along or near the west line of the said Luna Groseclose Ltd. 169.54 acre tract, courses numbered 6 through 8 inclusive as follows:

(6) S 27°42'20" W 36.85 feet to a 1/2" steel pin with plastic cap set in rock;
(7) S 29°28'32" W 349.04 feet to a 60d nail found in rock;
(8) S 27°59'05" W 335.17 feet to a 3/4" iron pipe found in or near the south line of the said Richard Craig Survey No. 1867 and in or near the north line of the C. E. P. I. & M. Co. Survey No. 173, Abstract No. 2191, at an interior corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and being at or near the southwest corner of the said Luna Groseclose, Ltd. 169.54 acre tract, for an interior corner of the herein described tract;

(9) THENCE along or near the south line of the said Richard Craig Survey No. 1867 and along or near the north line of the said C. E. P. I. & M Co. Survey No. 173, and being also with a north line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and being along or near the south line of the said Luna Groseclose Ltd. 169.54 acre tract, S 62°03'05"E 43.51 feet to a calculated point in the center of Cox Hollow, for a northeast corner of the herein described tract;

THENCE with the centerline of Cox Hollow, said centerline being the thread of the stream when dry, and being along or near the east line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and along the west line of that 68.20 acre tract of land, a portion of the said C. E. P. I. & M. Co. Survey No. 173, as described in a deed to Old Farm Development Corporation in Volume 3779, Page 2098, Deed Records of Travis County, Texas, courses numbered 10 through 27 inclusive as follows:

(10) S 17°08'50" E 103.86 feet to a calculated point;
(11) S 23°47'44" W 130.00 feet to a l00d nail set;
(12) S 37°06'25"W 143.81 feet to a l00d nail set;
(13) S 23°35'56"W 177.70 feet to a 100d nail set;
(14) S 24°3I '28" W 206.37 feet to a calculated point, now submerged by the waters of Lake Travis;
(15) S 7°46'47" W 92.45 feet to a calculated point, now submerged by the waters of Lake Travis;
(16) S 0°54'56" E 72.78 feet a calculated point, now submerged by the waters of Lake Travis;
(17) S 13°18'04" W 138.43 feet to a calculated point, now submerged by the waters of Lake Travis;
(18) S 6°48'27" W 128.00 feet to a calculated point, now submerged by the waters of Lake Travis;
(19) S 10°17'54" W 62.36 feet to a calculated point, now submerged by the waters of Lake Travis;
(20) S 29°06'52"W 65.69 feet to a calculated point, now submerged by the waters of Lake Travis;
(21) S 4°52'46" E 45.22 feet to a calculated point, now submerged by the waters of Lake Travis;
(22) S 28°47'39"E 51.37 feet to a calculated point, now submerged by the waters of Lake Travis;
(23) S 38°38'14"E 99.83 feet to a calculated point, now submerged by the waters of Lake Travis;
(24) S 46°39'26" E 38.86 feet to a calculated point, now submerged by the waters of Lake Travis;
(25) S 31°33'27" E 56.88 feet to a calculated point, now submerged by the waters of Lake Travis;
(26) S 19°46'23" W 70.23 feet to a calculated point, now submerged by the waters of Lake Travis;
(27) S 50°06'51" W 226.38 feet to a calculated point, now submerged by the waters of Lake Travis, in the west line of the said C. E. P. I. & M. Co. Survey No. 173 and the east line of the Malinda Settle Survey No. 49, Abstract No. 2126, said calculated point being a southwest corner of the said Vinson

278.36 acre tract of land, save and except 19.27 acres of land and in the east line of that 100 acre tract of land, a portion of the said Malinda Settle Survey No. 49, in Travis County, Texas, designated as First Tract and described in a deed to the Lower Colorado River Authority in Volume 630, Page 91, Deed Records of Travis County, Texas, for a south corner of the herein described tract;

(28) THENCE with the west line of the said C. E. P. I. & M. Co. Survey No. 173 and the east line of the said Malinda Settle Survey No. 49, and being also with a west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and the east line of the said Lower Colorado River Authority First Tract of 100 acres, N 1°23'48" W 202.69 feet to a 1/2" steel pin with plastic cap set in the 670 mean sea level contour line for the southeast corner of that 12.611 acre tract, more or less, a portion of the said Malinda Settle Survey No. 49, in Travis County, Texas, as described in a Special Warranty Deed to G. L. Vinson in Volume 11949, Page 88, Real Property Records of Travis County, Texas, for an interior corner of the herein described tract;

THENCE with the south line of the said Vinson 12.611 acre tract, more or less, said line being the 670 mean sea level contour line, courses numbered 29 through 45 inclusive as follows:

(29) S 53°56'05" W 39.99 feet to a 1/2"steel pin with plastic cap set;
(30) S 70°14'23" W 26.18 feet to a 1/2" steel pin with plastic cap set;
(31) S 74°58'16" W 55.31 feet to a 1/2" steel pin with plastic cap set;
(32) S 82°39'15" W 86.13 feet to a 1/2" steel pin with plastic cap set;
(33) N 74°05'46" W 127.57 feet to a 1/2" steel pin with plastic cap set;
(34) N 81°46'22" W 131.95 feet to a 1/2" steel pin with plastic cap set;
(35) N 49°10'30" W 32.48 feet to a 1/2" steel pin with plastic cap set;
(36) N 37°33'32" W 201.96 feet to a 1/2" steel pin with plastic cap set;
(37) N 16°31'49" W 41.94 feet to a 1/2" steel pin with plastic cap set;
(38) N 24°31'07" W 82.63 feet to a 1/2" steel pin with plastic cap set;
(39) N 1°48'54" E 50.84 feet to a 1/2" steel pin with plastic cap set;
(40) S 66°09'31" W 39.52 feet a 1/2" steel pin with plastic cap set;
(41) N 77°35'09" W 36.64 feet a 1/2" steel pin with plastic cap set;
(42) N 88°48'29" W 39.29 feet to a 1/2" steel pin with plastic cap set;
(43) N 51°26'09" W 26.84 feet to a 1/2" steel pin with plastic cap set;
(44) N 24°38'44"W 23.04 feet to a 1/2" steel pin with plastic cap set;
(45) N 62°20'22" W 48.41 feet a 1/2" steel pin with plastic cap set in the centerline of Drapers Cove, said centerline being the thread of the stream when dry, for the southwest comer of the said Vinson 12.611 acre tract, more or less, and in an east line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land;

THENCE with the centerline of Drapers Cove and with an east line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, courses numbered 46 through 53 inclusive as follows:

(46) S 48°19'25"E 25.38 feet to a calculated point;
(47) S 20°39'30"E 51.32 feet to a calculated point;
(48) S 40°07'29" E 40.37 feet to a calculated point;
(49) S 86°55'38" E 84.58 feet to a calculated point, now submerged by the waters of Lake Travis;
(50) S 12°50'07" E 64.32 feet to a calculated point, now submerged by the waters of Lake Travis;
(51) S 16°08'21" E 95.68 feet to a calculated point, now submerged by the waters of Lake Travis;
(52) S 3°50'31" E 104.89 feet to a calculated point, now submerged by the waters of Lake

Travis;

(53) S 19°56'11" E 83.45 feet to a calculated point, now submerged by the waters of Lake Travis, for a southeast corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land;

(54) THENCE with a south line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, S 88°47'25" W at 80.44 feet passing a 1/2" steel pin with plastic cap set, in all 149.40 feet to a 1/2" steel pin with plastic cap set in the 670 mean sea level contour line for an interior corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, for an interior corner of the herein described tract;

THENCE with an east and south line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, said line being the 670 mean sea level contour line, courses numbered 55 through 59 inclusive as follows:

(55) S 10°10'52"E 28.02 feet to a 1/2" steel pin with plastic cap set;
(56) S 86°28'21" W 116.94 feet to a 1/2" steel pin with plastic cap set;
(57) S 79°18'44" W 153.36 feet to a 1/2" steel pin with plastic cap set;
(58) S 38°14'07" W 57.81 feet to a 1/2" steel pin with plastic cap set;
(59) S 71°13'56" W 90.90 feet to a calculated point at the intersection of the southerly extension of the east line of that 0.29 of one acre tract, a portion of the said Malinda Settle Survey No. 49, in Travis County, Texas, as described in a Warranty Deed to Robert L. Bullock and Debra M. Bullock in Document No. 2002181885, Official Public Records of Travis County, Texas, for a southwest corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, for a southwest corner of the herein described tract;

THENCE with the southerly extension of the east line of the said Bullock 0.29 of one acre tract and with the east line of the said Bullock 0.29 of one acre tract, and being also with a west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, courses numbered 60 through 61 inclusive as follows:

(60) N 0°47'42" W at 13.99 feet passing a 1/2" iron pipe found, in all 244.09 feet to a 5/8" steel pin found;
(61) N 0°19'50" W 261.39 feet to a 1/2" steel pin with plastic cap set for the northeast comer of the said Bullock 0.29 of one acre tract, for an interior corner of the herein described tract;

THENCE with the northeast line of the said Bullock 0.29 of one acre tract and the northeast line of that 0.974 of one acre tract, a portion of the said Malinda Settle Survey No. 49, as described in a Warranty Deed to Dianne E. Greig in Document No. 2002095894, Official Public Records of Travis County, Texas, and being also with a northeast line of that 0.86 of one acre tract, a portion of the said Malinda Settle Survey No. 49, as described in a Warranty Deed With Vendor's Lien to Gary L. Lipscomb in Volume 12492, Page 886, Real Property Records of Travis County, Texas, and with a southwest line of the Vinson 278.36 acre tract of land, save and except 19.27 acres of land, courses numbered 62 through 64 inclusive as follows:

(62) N 55°27'12" W 30.61 feet to a 1/2" steel pin with plastic cap found (B:MI) at the north or northwest corner of the said Bullock 0.29 of one acre tract and the northeast comer of the said Greig 0.974 of one acre tract;
(63) N 49°59'45" W 100.40 feet to a PK nail set in concrete in a southwest line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, for the north or northwest corner of the said Greig 0.974 of one acre tract and the northeast corner of the said Lipscomb 0.86 of one acre tract;
(64) N 57°05'48" W 90.63 feet to a 3/4" iron pipe found in a southeast line of a private street,

locally known as Drapers Cove at the north corner of the said Lipscomb 0.86 of one acre tract and an interior corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, for a west corner of the herein described tract;

(65) THENCE crossing the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, with an east line of Drapers Cove, N 19°06'38"E 43.84 feet to a PK nail set in concrete for the west comer of that 1.43 acre tract, a portion of the said Malinda Settle Survey No. 49, in Travis County, Texas, as described in a General Warranty Deed With Vendor's Lien to Robert L. Bullock et ux, Debra M. Bullock in Volume 12698, Page 3161, Real Property Records of Travis County, Texas, for a north comer of the herein described tract;

THENCE with the southwest and south line of the said Bullock 1.43 acre tract, courses numbered 66 through 68 inclusive as follows:

(66) S 50°13'56" E 234.77 feet to a 3/4" steel pin found;
(67) N 81°39'34" E 100.80 feet to a 1/2" iron pipe found;
(68) N 76°19'43" E 190.91 feet to a 1/2" steel pin found in or near the centerline of Draper Cove at the southeast comer of the said Bullock 1.43 acre tract, for an interior comer of the herein described tract;

(69) THENCE crossing the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, N 20°16'36"W 168.19 feet to a 1/2"steel pin found at the south comer of that 0.403 of one acre tract of land, a portion of the said W. A. Cook Survey No. 141 and a portion of the said Malinda Settle Survey No. 49, in Travis County, Texas, as described in a Warranty Deed to Andrea Claire Williams Scott, et al in Volume 8644, Page 666, Deed Records of Travis County, Texas;

(70) THENCE with the east line of the said Scott et al 0.403 of one acre tract, N 5°39'06" W at 70.92 passing the intersection of the east line of the said Scott, et a1 0.403 of one acre tract with the west line of the said Vinson 12.611 acre tract, at 77.09 passing a 3/4" iron pipe found 0.13 of one foot west of line, in all 163.86 feet to .a 3/4"iron pipe in concrete found in the north line of the said Vinson 12.611 acre tract, said 3/4" iron pipe found in concrete being in or near the south line of the said W. A. Cook Survey No. 141 and in or near the north line of the said Malinda Settle Survey No. 49;

(71) THENCE with the east line of the said Scott, et al 0.403 of one acre tract and the northerly extension of the east line of the said Scott, et a1 0.403 of one acre tract, N 5°38'12' W at 48.35 feet passing a 1/2" steel pin found at the northeast comer of the said Scott, et al 0.403 of one acre tract, in all 58.40 feet to 1/2" steel pin with plastic cap set for at the intersection of a line thirty (30) feet southwest of the occupied northeast line of Drapers Cove;

THENCE with said line thirty (30) feet west and southwest of the occupied east line of Drapers Cove, courses numbered 72 through 77 inclusive as follows:

(72) N 47°40'45" W 21.11 feet to a 1/2" steel pin with plastic cap set;
(73) N 37°59'27" W 35.85 feet to a 1/2" steel pin with plastic cap set;
(74) N 34°34'18" W 65.60 feet to a 1/2" steel pin with plastic cap set;
(75) N 27°02'45"W 64.76 feet to a 1/2" steel pin with plastic cap set;
(76) N 23°52'32"W 22.26 feet to a 1/2" steel pin with plastic cap set;
(77) N 36°08'40"W 13.08 feet to a 1/2" steel pin with plastic cap set in the east line of that 0.384 of one acre tract of land, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to G. L. Vinson in Volume 10591, Page 503, Real Property Records of Travis County, Texas;

(78) THENCE with the east line of the said Vinson 0.384 of one acre tract, N 7°08'31" W 6.39 to a 1/2" steel pin found in a southwest line of Drapers Cove at the northeast corner of the said Vinson 0.384 of one acre tract, for an interior corner of the herein described tract;

(79) THENCE with the south line of Drapers Cove and the north line of the said Vinson 0.384 of one acre tract, N 57°38'24" W 61.01 feet to a 112" steel pin with plastic cap set for the northwest corner of the said Vinson 0.384 of one acre tract and the northeast corner of that 0.366 of one acre tract of land, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to James Burnett and wife, Margie Burnett in Volume 4185, Page 157, Deed Records of Travis County, Texas, said tract now shown by the Travis Central Appraisal District to be in the name of Travis Duncan and Nikki Perrotta by virtue of a Contract of Sale;

(80) THENCE with the south line of Drapers Cove and the north line of the said Burnett 0.366 of one acre tract, N 69°34'19" W 102.62 feet to a 5/8" steel pin found at the northwest corner of the said Burnett 0.366 of one acre tract, for an interior corner of the herein described tract;

(81) THENCE with the west line of the said Burnett 0.366 of one acre tract, S 16°07'25" W 171.81 feet to a 5/8" steel pin found leaning west at the southwest corner of the said Burnett 0.366 of one acre tract and at a corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land;

(82) THENCE with a southwest line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, S 37°05'29"E 5.09 feet to a 1/2" steel pin with plastic cap set for the northeast comer of that 0.583 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a General Warranty Deed With Vendor's Lien to Michael David O'Cooley in Volume 13367, Page 1876, Real Property Records of Travis County, Texas, for a southeast comer of the herein described tract;

(83) THENCE with the north line of the said O'Cooley 0.583 of one acre tract, N 72°46'09" W 145.42 feet to a 1/2" steel pin found in an east line of Drapers Cove at the northwest corner of the said O'Cooley 0.583 of one acre tract, for a southwest corner of the herein described tract;

THENCE with an east and south line of Drapers Cove, courses numbered 84 through 87 inclusive as follows:

(84) N 25°44'52" W 154.57 feet to a 1/2" steel pin found;
(85) N 10°42'26" W 52.06 feet to a calculated point at a non-tangent point of curve;
(86) with a curve to the right an arc distance of26.06 feet, said curve having a radius of 30.41 feet, a central angle of 49°06'20", and a chord of which bears N 12°51'30" E 25.27 feet to a calculated point at a non-tangent point of compound curve;
(87) with a curve to the right an arc distance of 48.12 feet, said curve having a radius of 42.26 feet, a central angle o£65°14'01", and a chord of which bears N 70°00'00" E 45.56 feet to a calculated point, for an interior corner of the herein described tract;

(88) THENCE crossing Drapers Cove N 12°37'00"E 30.00 feet to 1/2" steel pin found in the curving north line of Drapers Cove at the most northerly southeast corner of that 7.63 acre tract of land, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed with Vendor's Lien to Herbert J. Wasson and Emilie V. Harris in Document No. 1999081472, Official Public Records of Travis County, Texas;

THENCE with the east, northeast and east line of the said Wasson and Harris 7.63 acre tract, courses numbered 89 through 93 inclusive as follows:

(89) N 21°37'12"W 153.07 feet to a 1/2" steel pin found;

(90) N 50°48'26"W 110.62 feet to a 1/2" steel pin found;
(91) N 50°47'24"W 183.14 feet to a 1/2" steel pin found;
(92) N 50°52'55" W 200.07 feet to a 1/2" steel pin with plastic cap found (RPLS1847);
(93) N 4°53'49" W 90.39 feet to a cotton gin spindle found at the southwest corner of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as Second Tract and described in a General Warranty Deed to Betty A Melcher in Volume 13009, Page 2433, Real Property Records of Travis County, Texas, for a northwest comer of the herein described tract;

THENCE with the south line of the said Melcher Second Tract of0.34 of one acre and being also with the south line of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as First Tract and described in said General Warranty Deed to Betty A Melcher in Volume 13009, Page 2433, Real Property Records of Travis County, Texas, and being also with the south line of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to Betty A Melcher in Volume 11067, Page 480, Real Property Records of Travis County, Texas, courses numbered 94 through 96 inclusive as follows:

(94) S 79°18'15" E 99.97 feet to a 1/2" steel pin found at the southeast corner of the said Melcher Second Tract of 0.34 of one acre and the southwest comer of the said Melcher First Tract of 0.34 of one acre;
(95) S 55°24'46"E 100.05 feet to a 1/2" steel pin with plastic cap set for the southeast corner of the said Melcher First Tract of0.34 of one acre and the southwest corner of the said Melcher 0.34 of one acre tract of record in Volume 11067, Page 480, Real Property Records of Travis County, Texas;
(96) S 64°50'42" E 99.98 feet to a 1/2" steel pin found in concrete at the southeast corner of the said Melcher 0.34 of one acre tract of record in Volume 11067, Page 480, Real Property Records of Travis County, Texas, for an interior corner of the herein described tract;

(97) THENCE with the east line of the said Melcher 0.34 of one acre tract of record in Volume 11067, Page 480, Real Property Records of Travis County, Texas, N 4°34'46" E 149.70 feet to a 1/2" steel pin found in the south line of a private street, locally known as Draper Mountain Trail at the northeast corner of the said Melcher 0.34 of one acre tract of record in Volume 11067, Page 480, Real Property Records of Travis County, Texas, for a northwest corner of the herein described tract;

(98) THENCE with a south line of Draper Mountain Trail, S 68°33'57" E 199.43 feet to a 1/2" steel pin found at the northwest comer of that 0.33 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to Helen E. Melcher in Document No. 2002101212, Official Public Records of Travis County, Texas, for a northeast comer of the herein described tract;

(99) THENCE with the west line of the said Helen E. Melcher 0.33 of one acre tract, S 4°33'00" W 149.18 feet to a 5/8" steel pin found at the southwest corner of the said Helen E. Melcher 0.33 of one acre tract, for an interior corner of the herein described tract;

THENCE with the south line of the said Helen E. Melcher 0.33 of one acre and the south line of that 0.33 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to J. E. Laird and wife, Ruby Lee Laird in Volume 9709, Page 693, Real Property Records of Travis County, Texas, courses numbered 100 through 101 inclusive as follows:

(100) S 68°48'30"E 99.46 feet to a 5/8" steel pin found at the southeast corner of the said Helen Melcher 0.34 of one acre tract and the southwest corner of the said Laird 0.33 of one acre tract of record in Volume 9709, Page 693, Real Property Records of Travis County, Texas;

(101) S 66°52'33"E 97.19 feet to a 5/8" steel pin found at the southeast corner of the said Laird 0.33 of one acre tract of record in Volume 9709, Page 693, Real Property Records of Travis County, Texas, and the southwest corner of the said 0.17 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in Exhibit C in an Owner Finance Warranty Deed With Vendor's Lien to Joseph Edgar Laird and wife, Ruby Lee Laird in Volume 8402, Page 362, Deed Records of Travis County, Texas;

THENCE with the south line of the said Laird 0.17 of one acre tract as described in Exhibit C and with the south line of that 0.17 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in Exhibit Bin said deed of record in Volume 8402, Page 362, Deed Records of Travis County, Texas, and being also with the south line of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in Exhibit A in said deed to Laird of record in Volume 8402, Page 362, Deed Records of Travis County, Texas, and with the south line of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in Exhibit Din said deed to Laird of record in Volume 8402, Page 362, Deed Records of Travis County, Texas, courses numbered 102 through 105 inclusive as follows:

(102) S 72°37'18" E 50.11 feet to a 5/8" steel pin found at the southeast corner of the said Laird 0.17 of one acre tract as described in Exhibit C and the southwest corner of the said Laird 0.17 of one acre tract as described in Exhibit B;

(103) S 78°57'2T' E 52.29 feet to a 1/2" steel pin found at the southeast comer of the said Laird 0.17 of one acre tract as described in Exhibit C and the southwest corner of the said Laird 0.34 of one acre tract as described in Exhibit A;

(104) S 73°16'24" E 99.86 feet to a 1/2" steel pin with plastic cap set for the southeast comer of the said Laird 0.34 of one acre tract as described in Exhibit A and the southwest comer of the said Laird 0.34 of one acre tract as described in Exhibit D;

(105) S 80°03'24" E 100.14 feet to a 1/2" steel pin with plastic cap set for the southeast corner of the said Laird 0.34 of one acre tract as described in Exhibit D and the southwest corner of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as Second Tract and described in a Warranty Deed to Joseph Edgar Laird and wife, Ruby Lee Laird in Volume 10897, Page 889, Real Property Records of Travis County, Texas;

THENCE with the south line of the said Laird Second Tract of 0.34 of one acre and with the southwest line of that 0.31 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as First Tract and described in said Warranty Deed to Laird of record in Volume 10897, Page 889, Real Property Records of Travis County, Texas, courses numbered 106 through 107 inclusive as follows;

(106) S 68°03'24" E 99.72 feet to a 112"steel pin with plastic cap set for the southeast corner of the said Laird Second Tract of0.34 of one acre and the southwest corner of the said Laird First Tract of 0.31 of one acre;

(107) S 57°28'24" E 100.07 feet to a 3/4" steel pin found at the southeast comer of the said Laird First Tract of 0.31 of one acre and the southwest comer of that 0.30 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a General Warranty Deed With Vendor's Lien to Harold J. Nelson and Ann Marie Gibbs St. Martin in Document No. 2003123239, Official Public Records of Travis County, Texas;

(108) THENCE with the south or southwest line of the said Nelson and St. Martin 0.30 of one acre tract, S 53°34'00"E 100.52 feet to a 3/4" steel pin found in the west line of that 1.002 acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a General Warranty

Deed to Stephen K. Nagl and Gay F. Nagl in Document No. 2004187346, Official Public Records of Travis County, Texas, and at the southeast comer of the said Nelson and St. Martin 0.30 of one acre tract, for a northeast comer of the herein described tract;

(109) THENCE with the west line of the said Nagl1.002 acre tract, S 4°56'14" W 99.70 feet to a 1/2" steel pin with plastic cap set for the southwest comer of the said Nagl1.002 acre tract, for an interior corner of the herein described tract;

(110) THENCE with the south line of the said Nagl1.002 acre tract, S 77°09'46"E 192.14 feet to a 112" steel pin found in the west line of that 1.462 acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in an Assumption Warranty Deed With Vendor's Lien to Michael K. Temple and Marcia Temple in Volume 10505, Page 588, Real Property Records of Travis County, Texas, and at the southeast corner of the said Nagl 1.002 acre tract, for a northeast comer of the herein described tract;

(111) THENCE with the west line of the said Temple 1.462 acre tract, S 4°54'33" W 95.90 feet to a 112" steel pin found at the southwest corner of the said Temple 1.462 acre tract, for an interior corner of the herein described tract;

(112) THENCE with the south line of the said Temple 1.462 acre tract, S 85°06'26" E 199.92 feet to a 1/2"steel pin found at the southeast corner of the said Temple 1.462 of one acre tract, for an interior comer of the herein described tract;

(113) THENCE with the east line of the said Temple 1.462 acre tract, N 4°55'09" E 318.00 feet to a 1/2" steel pin found in the south line of Draper Mountain Trail at the northeast corner of the said Temple 1.462 acre tract;

(114) THENCE crossing Draper Mountain Trail and the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, N 36°27'01" W 155.00 feet to a calculated point on the north side of Draper Mountain Trail, for an interior comer of the herein described tract;

THENCE crossing the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and being along or near the north line of Draper Mountain Trail, courses numbered 115 through 118 inclusive as follows:

(115) S 62°21'16" W 116.00 to a calculated point;
(116) S 89°19'49" W 88.20 to a calculated point;
(117) N 62°35'36" W 95.48 to a calculated point;
(118) N 54°41'26" W 49.09 to a 1/2" steel pin with plastic cap set for the southeast corner of that 2,512 square foot tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to Harold Nelson in Volume 12603, Page 162, Real Property Records of Travis County, Texas, for a southwest comer of the herein described tract;

THENCE with the east line of the said Nelson 2,512 square foot tract and the east line of the 0.32 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as Tract 1 and described in a Corrected Warranty Deed to Harold J. Nelson in Volume 12059, Page 75, Real Property Records of Travis County, Texas, courses numbered 119 through 120 inclusive as follows:

(119) N 2°21'38" E 41.40 feet to a 1/2" steel pin found at the northeast comer of the said Nelson 2,512 square foot tract and the southeast comer of the said Nelson Tract I of0.32 of one acre;
(120) N 2°21'38" E 62.09 feet to a calculated point for a northwest comer of the herein described

tract;

THENCE crossing the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, courses numbered 121 through 123 inclusive as follows:

(121) S 87°38'22"E 86.44 feet to a calculated point for an interior comer of the herein described tract;

(122) N 8°25'55"E 58.35 feet to a calculated point for an interior comer of the herein described tract;

(123) N 69°50'17" W 97.27 feet to a 1/2" steel pin found at the northeast comer of the said Nelson Tract I of0.32 of one acre;

THENCE with the north line of the said Nelson Tract 1 of 0.32 of one acre and the north line of that 0.32 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as Tract II and described in a said Corrected Warranty Deed to Harold J. Nelson in Volume 12059, Page 75Real Property Records of Travis County, Texas, and being also with the north line of that 0.33 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to Harold Nelson in Volume 12666, Page 143, Real Property Records of Travis County, Texas, courses numbered 124 through 126 inclusive as follows:

(124) N 69°50'17" W 99.93 feet to a 112" steel pin found at the northwest corner of the said Nelson Tract 1 of 0.32 of one acre and the northeast corner of the said Nelson Tract II of 0.32 of one acre;

(125) N 69°49'01" W 99.75 feet to a 1/2" steel pin found at the northwest corner of the said Nelson Tract IT of0.32 of one acre and the northeast corner of the said Nelson 0.33 of one acre;

(126) N 69°49'32"W 99.96 feet to a 1/2" steel pin found at the northwest corner of the said Nelson 0.33 of one acre and the northeast corner of that 0.337 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to G. L. Vinson in Volume 12667, Page 479, Real Property Records of Travis County, Texas, for an interior comer of the herein described tract;

(127) THENCE with the west line of the said Nelson 0.33 of one acre and the east line of the said Vinson 0.337 of one acre, S 2°25'41" W 149.75 feet to a 1/2" steel pin found in the north line of Draper Mountain Trail at the southwest comer of the said Nelson 0.33 of one acre and the southeast comer of the said Vinson 0.337 of one acre, for a southeast comer of the herein described tract;

THENCE along or near the north line of Draper Mountain Trail, courses numbered 128 through 130 inclusive as follows:

(128) N 73°11'0T' W 99.95 feet to a 1/2" steel pin found;

(129) N 73°13'38" W 99.89 feet to a 1/2" steel pin found;

(130) N 72°29'39" W 299.84 feet to a 112" iron pipe found in the north line of Draper Mountain Trail at the southeast comer of that 0.689 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to Jeffrey Press and wife, Kimberly Press in Document No. 2005052503, Official Public Records of Travis County, Texas, for a southwest corner of the herein described tract;

THENCE with the east, north and west line of the said Press 0.689 of one acre, courses numbered 131 through 133 inclusive as follows:

(131) N 3°38'16"E 310.87 feet to a 1/2" steel pin found at the northeast corner of the said Press 0.689 of one acre, for an interior comer of the herein described tract;

(132) N 72°00'09"W 99.95 feet to a 1/2" steel pin found at the northwest comer of the said Press 0.689 of one acre, for an interior comer of the herein described tract;

(133) S 3°34'26" W 309.22 feet to a 1/2" steel pin found at the southwest comer of the said Press 0.689 of one acre, for a southeast corner of the herein described tract

THENCE along or near the north line of Draper Mountain Trail, courses numbered 134 through 136 inclusive as follows:

(134) N 64°43'09"W 132.92 feet to a calculated point;

(135) N 53°40'31" W 93.64 feet to a 1/2" steel pin found;

(136) N 80°04'01" W 71.03 feet to a 1/2" steel pin found in the north line of Draper Mountain Trail at the southeast comer of that 6.908 acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Special Warranty Deed to Jeffrey C. Nieland in Volume 12456, Page 1740, Real Property Records of Travis County, Texas, for a southwest corner of the herein described tract;

(137) THENCE with a west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and the east line of the said Nieland 6.908 acre tract, N 22°25'20" W 509.97 feet to a 112" steel pin found in the east line of the said Nieland 6.908 acre tract at a northwest corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, said 112" steel pin found being also the southwest corner of that 10.26 acre tract, a portion of the said W. A Cook Survey No. 141 and the Lewis Lindsey Survey No. 265, Abstract No. 2171, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to William G. McHugh in Document No. 2002035207, Official Public Records of Travis County, Texas, for a northwest corner of the herein described tract;

(138) THENCE with a north line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and with the south line of the said McHugh 10.26 acre tract, N 73°24'11"E 388.72 feet to a 112" steel pin found at the southeast corner of the said McHugh 10.26 acre tract and a southwest or west corner of that 16.08 acre tract, a portion of the said W. A. Cook Survey No. 141 and the said Lewis Lindsey Survey No. 265, in Travis County, Texas, as described in a Warranty Deed to G. L. Vinson in Volume 6561, Page 242, Deed Records of Travis County, Texas, for an interior corner of the herein described tract;

THENCE with the west line of the said Vinson 16.08 acre tract and the east line of the said McHugh 10.26 acre tract, courses numbered 139 through 140 inclusive as follows:

(139) N 28°15'50" E 176.77 feet to a 1/2" steel pin found;

(140) N 22°33'24" W 990.27 feet to a 1/2" steel pin found at the northwest comer of the said Vinson 16.08 acre tract and a northeast comer of the said McHugh 10.26 acre tract, said 1/2" steel pin found being the southwest comer of that 12.28 acre tract, a portion of the said Lewis Lindsey Survey No. 265, in Travis County, Texas, as described in a Warranty Deed to Charles D. Van Cleave and wife, Gloria J. Van Cleave in Volume 3483, Page 1915, Deed Records of Travis County, Texas, for a northwest comer of the herein described tract;

THENCE with the north line of the said Vinson 16.08 acre tract and the south line of the said Van Cleave 12.28 acre tract, courses numbered 141through 143 inclusive as follows:

(141) S 60°43'10" E 10.08 feet to a 112" steel pin found;

(142) S 62°17'30" E 243.12 feet to a 1/2" steel pin found;

(143) S 66°41'16" E 892.77 feet to a 1/2" steel pin found in a west line of a private road, locally known as Drapers Cove and in a west line of the said Vinson 278.36 acre tract of land, save and except

19.27 acres of land, said 1/2" steel pin found being the northeast comer of the said Vinson 16.08 acre tract and the southeast comer of the said Van Cleave 12.28 acre tract, for an interior corner of the herein described tract;

THENCE with the west, southwest and south line of Drapers Cove and a west, southwest and south line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and being also with the east, northeast and north line of the said Van Cleave 12.28 acre tract, courses numbered 144 through 149 inclusive as follows;

(144) N 3°51'52" E 360.05 feet to a 1/2" steel pin found;
(145) N 3°57'18" W 99.86 feet to a 1/2" steel pin found;
(146) N 32°37'26" W 99.98 feet to a 1/2" steel pin found;
(147) N 58°16'12" W 229.98 feet to a 1/2" steel pin found;
(148) N 64°47'35" W 359.96 feet to a 1/2" steel pin found;
(149) N 58°26'35" W 64.23 feet to a 1/2" steel pin with plastic cap set in asphalt for a southwest comer of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and a southeast comer of that unplatted tract of land, a portion of the said Lewis Lindsey Survey No. 265 and the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Other and conveyed in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas, for a southwest comer of the herein described tract;

THENCE with the west line of Drapers Cove and the west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and being also along or near the unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas, courses numbered 150 through 152 inclusive as follows:

(150) N 15°13'35" W 8.15 feet to a 1/2" steel pin found;
(151) N 15°22'02"W 46.75 feet to a 1/2" steel pin found;
(152) N 7°16'06"E 37.39 feet to a 1/2" steel pin found near comer offence at an angle point in the west line of Drapers Cove and at an angle point in the west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, said 1/2" steel pin found being also in or near the east line of the unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas;

THENCE with the west line of Drapers Cove and crossing the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and being also along or near the east line of the unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas, courses numbered 153 through 154 inclusive as follows:

(153) N 27°22'59"E 41.77 feet to a 1/2" steel pin with plastic cap set near corner of fence;
(154) N 44°25'04"E 255.79 feet to a 1/2" steel pin found near comer offence in the west line of Drapers Cove and at an angle point in the west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, said 1/2" steel pin found being also in or near the east line of the unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas;

THENCE with the west line of Drapers Cove and the west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and being also along or near the unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas, courses numbered 155 through 175 inclusive as follows:

(155) N 42°31'20" E 71.53 feet to a 112" steel pin found;

(156) N 30°29'16" E 138.99 feet to a 3/4" steel pin found;
(157) N 23°45'46" E 31.51 feet to a 3/4" steel pin found;
(158) N 9°35'18"E 66.85 feet to a 3/4" steel pin found;
(159) N 0°26'11" E 77.65 feet to a 3/4" steel pin found;
(160) N 12°19'05" W 48.11 feet to a 1/2" steel pin found;
(161) N 20°19'58"W 53.72 feet to a 1/2" steel pin found;
(162) N 25°57'16"W 142.29 feet to a mag nail in concrete found;
(163) N 30°27'22"W 168.99 feet to a 1/2" steel pin found;
(164) N 9°59'50" W 46.13 feet to a 1/2" steel pin found;
(165) N 12°16'16"E 53.36 feet to a 1/2" steel pin found;
(166) N 33°12'28" E 86.45 feet to a 112" steel pin found;
(167) N 39°14'08" E 61.65 feet to a 1/2" steel pin found;
(168) N 46°15'39" E 125.89 feet to a 1/2" steel pin found;
(169) N 49°18'43" E 172.95 feet to a 1/2" steel pin found;
(170) N 40°09'23"E 67.97 feet to a 1/2" steel pin found;
(171) N 35°08'07'' E 76.10 feet to a 1/2" steel pin found;
(172) N 30°26'05" E 75.81 feet to a 1/2" steel pin found;
(173) N 22°03'18" E 54.10 feet to a 1/2" steel pin found;
(174) N 16°46'39" E 441.15 feet to a 1/2" steel pin found;
(175) N 1°34'56"W 35.01 feet to a 1/2" steel pin with plastic cap set in or near the east line of that 4.349 acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Substitute Trustee's Deed to Hugh Beadles in Volume 13019, Page 990, Real Property Records of Travis County, Texas, for the northwest comer of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, said 1/2" steel pin with plastic cap set being at or near the north comer of the said unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas, for the northwest comer of the herein described tract;

THENCE crossing Drapers Cove with the north line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and with the south line of that 2.399 acre tract of land, a portion of the said W. A Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed to Robert S. Blackburn and Ruth S. Blackburn, Trustees in Document No. 2002024812, Official Public Records of Travis County, Texas, and being also with the south line of that 1.055 acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed to the Christian Science Society in Volume 9086, Page 678, Real Property Records of Travis County, Texas, courses numbered 176 through 179 inclusive as follows:

(176) N 86°39'51"E 156.01 feet to a PK nail found in top of a wood fence post;
(177) S 61°15'09" E 485.79 feet to a 1/2" steel pin with plastic cap found (RPLS 1847);
(178) S 63°02'26" E 51.54 feet to a 1/2" steel pin found at the southeast comer of the said Blackburn 2.399 acre tract and at the southwest comer of the said Christian Science Society 1.055 acre tract;
(179) S 62°57'16" E 241.25 feet to a 1/2" steel pin found at the southeast comer of the said Christian Science Society 1.055 acre tract and at the southwest comer of that 2.036 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Special Warranty Deed to G. L. Vinson in Volume 12717, Page 693, Real Property Records of Travis County, Texas, for an interior comer of the herein described tract;

(180) THENCE with the west line of the said Vinson 2.036 acre tract and with the east line of the said Christian Science Society 1.055 acre tract, N 31°28'45"E 196.07 feet to a 1/2" steel pin found in the south line of Boggy Ford Road at the northwest corner of the said Vinson 2.036 acre tract and the

northeast corner of the said Christian Science Society 1.055 acre tract, for a northwest corner of the herein described tract;

THENCE with south and southwest line of Boggy Ford Road and with the north and northeast line of the said Vinson 2.035 acre tract, courses numbered 181 through 182 inclusive as follows:

(181) S 65°33'05"E 316.18 feet to a 1/2" steel pin with plastic cap set at point of curve;
(182) with a curve to the right, an arc distance of 175.77 feet, said curve having a radius of 291.06 feet, a central angle of34°36'02" and a chord of which bears S 48°15'27" E 173:11 feet to a 1/2" steel pin found at the east corner of the said Vinson 2.035 acre tract and the north corner of that 1.00 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a General Warranty Deed to Travis Oaks Baptist Church in Volume 4788, Page 1033, Deed Records of Travis County, Texas, for an east corner of the herein described tract;

(183) THENCE with the south line of the said Vinson 2.035 acre tract and the north line of the said Travis Oaks Baptist Church 1.00 acre tract, S 63°09'53"W 205.60 feet to a 1/2" steel pin with plastic cap set in a north line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land for the southeast corner of the said Vinson 2.035 acre tract and the west corner of the said Travis Oaks Baptist Church 1.00 acre tract, said a 1/2" steel pin with plastic cap set being also set for the north comer of that 1.712 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed to Travis Oaks Baptist Church in Document No. 2000050175, Official Public Records of Travis County, Texas, and the northwest comer of that 2.00 acre tract of land, a portion of the said W. A Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to Travis Oaks Baptist Church in Volume 9007, Page 882, Real Property Records of Travis County, Texas;

(184) THENCE with the north line of the said Travis Oaks Baptist Church 1.712 acre tract, S 63°01'58" W 464.04 feet to a 1/2" steel pin found at the west comer of the said 1.712 acre tract, for an interior comer of the herein described tract;

THENCE with the south line of the said Travis Oaks Baptist Church 1.712 acre tract and the south line of the said Travis Oaks Baptist Church 2.000 acre tract, courses numbered 185 through 186 inclusive as follows:

(185) S 57°24'26" E 373.77 feet to a 1/2" steel pin found at the southeast corner of the said Travis Oaks 1.712 acre tract and the southwest comer of the said Travis Oaks 2.000 acre tract;
(186) S 57°24'03" E 160.48 feet to a 1/2" steel pin with plastic cap set for the northwest comer of a 2.000 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed to Susan Montana in Document No. 2006113603, Official Public Records of Travis County, Texas, for a northeast corner of the herein described tract;

THENCE with the west and southwest line of the said Montana 2.000 acre tract, courses numbered 187 through 191 inclusive as follows:

(187) S 35°12'33"W 181.07 feet to a 1/2" steel pin with plastic cap set;
(188) S 21°39'36" W 154.09 feet to a 1/2" steel pin with plastic cap set;
(189) S 11°48'20" E 85.36 feet to a 1/2" steel pin with plastic cap set;
(190) S 33°00'20" E 72.52 feet to a 1/2" steel pin with plastic cap set in rock;
(191) S 53°37'26"E 260.49 feet to a I/2" steel pin with plastic cap set in the west line of that 1.479 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Tract 1 and described in a Warranty Deed to Jack Montana and wife, Susan Koerner in Document No. I999084833, Official Public Records of Travis County, Texas;

THENCE with the west line of the said Montana Tract I of 1.479 acres and the west line of that 0.400 of one acre of land, a portion of the said W. A Cook Survey No. 100, in Travis County, Texas, designated as Tract I and described in a Warranty Deed to Michael Brasel and Kathleen Brasel in Document No. 2004038445, Official Public Records of Travis County, Texas, courses numbered 192 through 193 inclusive as follows:

(192) S 23°25'28"E 145.00 feet to a 1/2" steel pin with plastic cap found (West 4188) at the southwest corner of the said Montana Tract 1 of 1.479 acres and the northwest comer of the said Brasel Tract I of0.400 of one acre;

(193) S 34°32'32" E 217.75 feet to a cotton gin spindle found at the southwest corner of the said Brasel Tract 1 of 0.400 of one acre, for an interior corner of the herein described tract;

(194) THENCE with the south line of the said Brasel Tract 1 of 0.400 of one acre, N 55°26'29" E 80.15 feet to a 1/2" steel pin found at the southeast corner of the said Brasel Tract 1 of 0.400 of one acre and the southwest corner of that 0.500 of one acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Tract 1 and described in a General Warranty Deed to Michael D. Brasel and spouse, Kathleen D. Brasel in Volume 11866, Page 1344, Real Property Records of Travis County, Texas, and being also the west corner of that 0.099 of one acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Tract 2 and described in said Warranty Deed to Brasel in Document No. 2004038445, Official Public Records of Travis County, Texas;

(195) THENCE with the south line of the said Brasel Tract 2 of0.099 of one acre, S 83°35'51"E 132.11 feet to a 1/2" steel pin found at the southeast corner of the said Brasel Tract 2 of 0.099 of one acre, for an interior corner of the herein described tract;

THENCE with the east line of the said Brasel Tract 2 of 0.099 of one acre and the east line of the said Brasel Tract 1 of 0.500 of one acre, and being also with the east line of the said Montana Tract I of 1.479 acres and the east line of that 1.142 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Tract 1 and described in a Warranty Deed to Jack L. Koerner (Montana) and wife, Susan Koerner in Volume 11798, Page 1397, Real Property Records of Travis County, Texas, courses numbered 196 through 199 inclusive as follows:

(196) N 34°31'57" W 86.57 feet to a 1/2" steel pin with plastic cap found (West 4188) at the northeast comer of the said Brasel Tract 2 of 0.099 of one acre and the southeast corner of the said Brasel Tract 1 of 0.500 of one acre;

(197) N 34°29'31"W 343.45 feet to a 1/2" steel pin found at an angle point in the east line of the said Montana Tract 1 of 1.479 acres;

(198) N 13°14'52"E 187.34 feet to a 1/2" steel pin found at northeast comer of the said Montana Tract 1 of 1.479 acres and the southeast comer of the said Koerner Tract 1 of 1.142 acres;

(199) N 13°20'20"E 137.24 feet to a 1" iron pipe found at the northeast comer of the said Koerner Tract 1 of 1.142 acres and the southeast comer of that 0.986 of one acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed to Travis Oaks Baptist Church in Volume 12105, Page 295, Real Property Records of Travis County, Texas;

THENCE with the east line of the said Travis Oaks Baptist Church 0.986 of one acre tract and the east line of that 0.945 of one acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Deed of Gift to Travis Oaks Baptist Church in Volume 4649, Page 1788, Deed Records of Travis County, Texas, and being also with a west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, courses numbered 200 through 201 inclusive as follows:

(200) N 13°34'51"E 217.53 feet to a 1/2" steel pin with plastic cap set at the northeast comer of

the said Travis Oaks Baptist Church 0.986 of one acre tract and the southeast comer of the said Travis Oaks Baptist Church 0.945 of one acre tract, said 1" iron pipe found being also an interior -comer of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land;

(201) N 13°32'39" E 208.70 feet to a 1/2" steel pin set (no plastic cap) for the northeast comer of the said Travis Oaks Baptist Church 0.945 of one acre tract and the southeast comer of that 1.00 acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a General Warranty Deed to Travis Oaks Baptist Church in Volume 4788, Page 1033, Deed Records of Travis County, Texas, said 1/2" steel pin set (no plastic cap) being also set for a northwest corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and the southwest corner of that 0.018 of one acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Special Warranty Deed to G. L. Vinson in Volume 10321, Page 422, Real Property Records of Travis County, Texas;

(202) THENCE with the east line of the said Travis Oaks Baptist Church 1.00 acre tract and the west line of the said Vinson 0.018 of one acre tract, N 13°32'39" E 30.72 feet to a cotton gin spindle set in asphalt in the curving south line of Boggy Ford Road for the northeast comer of the said Travis Oaks Baptist Church 1.00 acre tract and the northwest comer of the said Vinson 0.018 of one acre tract, for a northwest corner of the herein described tract;

THENCE with the south line of Boggy Ford Road and the north line of the said Vinson 0.018 of one acre tract and with the north line of the said Vinson 2.393 acre tract, courses numbered 203 through 208 inclusive as follows:

(203) with a curve to the left, an arc distance of26.25 feet, said curve having a radius of 510.06 feet, a central angle of 2°56'56" and a chord of which bears S 60°52'15" E 26.25 feet to a 1/2" steel pin with plastic cap set for the northeast corner of the said Vinson 0.018 of one acre tract and the northwest corner of the said Vinson 2.393 acre tract;

(204) with a curve to the left, an arc distance of 135.29 feet, said curve having a radius of 510.06 feet, a central angle of 15°11'49" and a chord of which bears S 69°56'38" E 134.89 feet to a 60d nail set in top of a wood fence post at point of tangency;

(205) S 76°43'38" E 226.75 feet to a 1/2" steel pin with plastic cap set;

(206) S 72°05'38" E 746.24 feet to a 1/2" steel pin found;

(207) S 69°16'12" E 112.32 feet to a 1/2"steel pin with plastic cap set at point of curve;

(208) with a curve to the left, an arc distance of 109.03 feet, said curve having a radius of 348.81 feet, a central angle of 17°54'31" and a chord of which bears S 78°10'37" E 108.58 feet to the POINT OF BEGINNING of the herein described tract, containing 286.85 acres of land, more of less, SAVE AND EXCEPT the following tracts of land located within the boundaries of the above 286.85 acre metes and bounds description: 2.504 acres and 2.899 acres as described in the accompanying metes and bounds descriptions, leaving 281.45 acres of land, more or less.

Note: The plastic caps on the 1/2" steel pins set are inscribed with "M & S 1838."

DESCRIPTION FOR 2.504 ACRES - SAVE AND EXCEPT TRACT

METES AND BOUNDS DESCRIPTION OF A SURVEY OF 2.504 ACRES OF LAND, A PORTION OF THE W. A. COOK SURVEY NO. 141, ABSTRACT NO. 2587, AND A PORTION OF THE C. E. P. I. & M. CO. SURVEY NO. 173, ABSTRACT NO. 2191, BOTH BEING IN TRAVIS COUNTY, TEXAS, SAID 2.504 ACRES OF LAND BEING ALL OR A PORTION OF THE FOLLOWING TRACTS OF LAND, ALL BEING INTRAVIS COUNTY, TEXAS: , BEING ALL OF THAT 18,184 SQUARE FOOT TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN

A WARRANTY DEED TO RUTH OLIVER IN VOLUME 7727, PAGE 752, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.34 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEY NO. 173, AS DESCRIBED IN AWARRANTY DEED TO CAROL LOU TREAT IN VOLUME 4892, PAGE 260, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.34 OF ONE ACRE TRACT, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141 AND A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEY NO. 173, AS CONVEYED IN A WARRANTY DEED TO MARK T. ALGER IN DOCUMENT NO. 2001126699, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.415 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID C. E. P.I. & M. CO. SURVEY NO. 173, AS CONVEYED IN A ONE-HALF INTEREST GIFT DEED TO VERNON G. HAFERNIK IN DOCUMENT NO. 2001171314, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.397 OF ONE ACRE OF LAND, A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEY NO. 173, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO JEROME URBANEK IN DOCUMENT NO. 1999050669, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; AND BEING A PORTION OF THAT TRACT OF LAND CALLED TO BE 278.36 ACRES, SAVE AND EXCEPT 19.27 ACRES OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND OTHERS, DESIGNATED AS TRACT 1 AND DESCRIBED IN AWARRANTY DEED TO G. L. VINSON IN VOLUME 5554, PAGE 1469, DEED RECORDS OF TRAVIS COUNTY, TEXAS, AS SURVEYED FOR G. L. VINSON AND REVISED FOR TRAVIS MEADOW, LP BY METCALFE & SANDERS, INC., LAND SURVEYORS, 4800 SOUTH CONGRESS AVENUE, AUSTIN, TEXAS, SAID 2.504 OF ONE ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 5/8" steel pin found in the east line of a private street, locally known as Treat Trail, at the southwest comer of that 0.34 of one acre tract, a portion of the W. A. Cook Survey No. 141, Abstract No. 2587 and a portion of the said C. E. P. I. & M. Co. Survey No. 173, Abstract No. 2191, in Travis County, Texas, as described in a Warranty Deed to Carol Lou Treat in Volume 4892, Page 260, Deed Records of Travis County, Texas, for the POINT OF BEGINNING for an interior corner of the herein described tract, and from which 5/8" steel pin found, a 1/2" steel pin found at an angle point in Treat Trail at the southeast corner of that 18,184 square foot tract of land, a portion of the said W. A. Cook Survey No. 141, as described in a Warranty Deed to Ruth Oliver in Volume 7727, Page 752, Deed Records of Travis County, Texas, bears N 87°20'53" W 60.73 feet;

(1) THENCE crossing Treat Trail and a portion of that tract of land called to be 278.36 acres, save and except 19.27 acres of land, a portion of the said W. A. Cook Survey No. 141, and others, designated as Tract 1 and described in a Warranty Deed to G. L. Vinson in Volume 5554, Page 1469, Deed Records of Travis County, Texas, S 2°15'09" E 31.24 feet to a calculated point in a south line of the said Vinson 278.36 acres, save and except 19.27 acres of land and in the north line of that 12.611 acre tract of land, a portion of the Malinda Settle Survey No. 49, Abstract No. 2126, in Travis County, Texas, as described in a Special Warranty Deed to G. L. Vinson in Volume 11949, Page 88, Real Property Records of Travis County, Texas, said calculated point being in or near the south line of the said W. A. Cook Survey No. 141 and the north line of the said Malinda Settle Survey No. 49, for a southeast corner of the herein described tract;

(2) THENCE with the south line of Treat Trail and a south line of the said Vinson 278.36 acres, save and except 19.27 acres of land, and being also with the north line of the said Vinson 12.611 acre tract and being along or near the south line of the said W. A. Cook Survey No. 141 and the north line of the said Malinda Settle Survey No. 49, S 87°44'51"W 229.80 feet to a calculated point, for the southwest corner of the herein described tract;

(3) THENCE crossing Treat Trail with the southerly extension of the west line of the said Oliver 18,184 square foot tract of land and also crossing a portion of the said Vinson 278.36 acres, save and except 19.27 acres of land, N 30°25'48"E 35.56 feet to a 1/2" steel pin found at the intersection of the north line of Treat Trail and the east line of private street, locally known as Drapers Cove, said 1/2" steel pin found being the southwest corner of the said Oliver 18,184 square foot tract;

(4) THENCE with the east line of Drapers Cove and the west line of the said Oliver 18,184 square foot tract, N 30°25'48" E 187.84 feet to a 1/2" steel pin found at the northwest corner of the said Oliver 18,184 square foot tract, for the most southerly northwest corner of the herein described tract, and from which 1/2" steel pin found, a 1/2" steel pin found at the southeast corner of that 1.462 acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in an Assumption Warranty Deed With Vendor's Lien to Michael K. Temple and Marcia Temple in Volume 10505, Page 588, Real Property Records of Travis County, Texas, bears N 62°55'35"W 86.37 feet;

(5) THENCE with the north line of the said Oliver 18,184 square foot tract, S 56°46'12"E 127.22 feet to a 1/2" steel pin found in the west line of Treat Trail at the northeast corner of the said Oliver 18,184 square foot tract, for an interior comer of the herein described tract;

THENCE crossing a portion of the said Vinson 278.36 acres, save and except 19.27 acres of land and being along or near the west line of Treat Trail, courses numbered 6 through 8 inclusive as follows:

(6) N 25°38'44" E 148.00 feet to a 1/2" steel pin found;
(7) N 24°20'53" E 107.77 feet to a calculated point;
(8) N 19°43'42" E 95.35 feet to a calculated point at the intersection of the west line of Treat Trail with the westerly prolongation of the north line of that 0.397 of one acre tract, a portion of the said C. E. P. I. & M. Co. Survey No. 173, in Travis County, Texas, as conveyed in a Warranty Deed With Vendor's Lien to Jerome Urbanek in Document No. 1999050669, Official Public Records of Travis County, Texas, and the westerly prolongation of the south line of that 0.413 of one acre tract, a portion of the said C. E. P. I. & M. Co. Survey No. 173, in Travis County, Texas, as described in a Warranty Deed to George L. Vinson and wife, Jean Vinson in Volume 2714, Page 315, Deed Records of Travis County, Texas, for the most northerly northwest comer of the herein described tract;

(9) THENCE crossing Treat Trail with the westerly prolongation of the north line of the said Urbanek 0.397 of one acre tract and the westerly prolongation of the said Vinson 0.413 of one acre tract, N 88°16'47"E 32.23 feet to a 1/2" iron pipe found in the east line of Treat Trail at the northwest comer of the said Urbanek 0.397 of one acre tract and the southwest comer of the said Vinson 0.413 of one acre tract;

(10) THENCE with the north line of the said Urbanek 0.397 of one acre tract and the south line of the said Vinson 0.413 of one acre tract, N 88°16'4T'E 167.26 feet to a 1/2" steel pin found at the northeast comer of the said Urbanek 0.397 of one acre tract and the southeast corner of the said Vinson 0.413 of one acre tract, for the northeast corner of the herein described tract;

THENCE with the east line of the said Urbanek 0.397 of one acre tract and the east line of that 0.415 of one acre tract, a portion of the said C. E. P. I. & M. Co. Survey No. 173, in Travis County, Texas, as conveyed in a One-Half Interest Gift Deed to Vernon G. Hafemik in Document No. 2001171314, Official Public Records of Travis County, Texas, and being also with the east line of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141 and a portion of the said C. E. P. I. & M. Co. Survey No. 173, in Travis County, Texas, as conveyed in a Warranty Deed to Mark T. Alger in Document No. 2001126699, Official Public Records of Travis County, Texas, and the east line of the said Treat 0.34 of one acre tract, courses numbered 11 through 14 inclusive as follows:

(11) S 14°18'30"W 104.29 feet to a 5/8" steel pin found at the southeast comer of the said Urbanek 0.397 of one acre tract and the northeast comer of the said Hafernik 0.415 of one acre tract;

(12) S 21°56'55"W 108.72 feet to a 5/8" steel pin found at the southeast comer of the said Hafemik 0.415 of one acre tract and the northeast corner of the said Alger 0.34 of one acre tract;

(13) S 28°38'34"W 115.84 feet to a 5/8" steel pin found at the southeast comer of the said Alger 0.34 of one acre tract and the northeast corner of the said Treat 0.34 of one acre tract;

(14) S 29°40'52" W 117.63 feet to a 5/8" steel pin found at the southeast corner of the said Treat 0.34 of one acre tract, for the most easterly southeast comer of the herein described tract;

(15) THENCE with the south line of the said Treat 0.34 of one acre tract, S 88°23'07" W 151.13 feet to the POINT OF BEGINNING of the herein described tract, containing 2.504 acres of land.

DESCRIPTION FOR 2.899 ACRES - SAVE AND EXCEPT TRACT

METES AND BOUNDS DESCRIPTION OF A SURVEY OF 2.899 ACRES OF LAND, A PORTION OF THEW. A. COOK SURVEY NO. 141, ABSTRACT NO. 2587, IN TRAVIS COUNTY, TEXAS, SAID 2.899 ACRES OF LAND BEING A PORTION OF THE FOLLOWING TRACTS OF LAND, ALL BEING IN TRAVIS COUNTY, TEXAS: BEING ALL OF THAT 0.30 OF ONE ACRE TRACT OF LAND DESIGNATED AS TRACT 1 AND ALL OF THAT 0.29 OF ONE ACRE TRACT OF LAND DESIGNATED AS TRACT 2, BOTH BEING A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND BOTH BEING DESCRIBED IN A WARRANTY DEED TO KATHERAN ACMORSONI IN VOLUME 11592, PAGE 982, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO DAVID N. McCREA AND WIFE, ARLIS J. McCREA IN VOLUME 5257, PAGE 1283, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.36 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO THERESA S. WILSON IN VOLUME 6802, PAGE 41, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING A PORTION OF THAT 0.37 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS CONVEYED IN A SPECIAL WARRANTY DEED TO ANN MARIE ST. MARTIN IN VOLUME 11225, PAGE 885, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.03 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN DEED TO PATRICK G. ST. MARTIN AND WIFE ANN M. ST. MARTIN IN VOLUME 10270,PAGE 851, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.32 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN GENERAL WARRANTY DEED WITH VENDOR'S LIEN IN FAVOR OF THIRD PARTY TO JOSPEH K. MOXLEY IN VOLUME 13360, PAGE 528, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.36 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO JOSEPH K. MOXLEY IN DOCUMENT NO. 2003029501, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; AND BEING ALL OF THAT 0.296 OF ONE ACRE TRACT OF LAND DESIGNATED AS FIRST TRACT AND ALL OF THAT 0.282 OF ONE ACRE TRACT OF LAND DESIGNATED AS SECOND TRACT, BOTH BEING A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND BOTH BEING DESCRIBED IN A WARRANTY DEED TO TRAVIS DUNCAN AND SPOUSE, NIKKI DUNCAN IN DOCUMENT NO. 2003203432, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; AS SURVEYED FOR G. L. VINSON AND REVISED FOR TRAVIS MEADOW, LP BY METCALFE & SANDERS, INC., LAND SURVEYORS, 4800 SOUTH CONGRESS AVENUE, AUSTIN, TEXAS, SAID 2.899 ACRES OF LAND BEING MORE

PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 1/2" steel pin found at an angle point in a north line of a private street, locally known as Drapers Cove, at the southeast corner of that 0.29 of one acre tract, a portion of the W. A. Cook Survey No. 141, Abstract No. 2587, in Travis County, Texas, designated as Tract 2 and described in a Warranty Deed to Katheran Acmorsoni in Volume 11592, Page 982, Real Property Records of Travis County, Texas, for the POINT OF BEGINNING and most easterly southeast corner of the herein described tract, and from which 1/2" steel pin found, a 1/2" steel pin found at the intersection of the southeast line of Drapers Cove and the north line of a private street, locally known as Treat Trail, at the southwest comer of that 18,184 square foot tract of land, a portion of the W. A. Cook Survey No. 141, Abstract No. 2587, in Travis County, Texas, as described in a Warranty Deed to Ruth Oliver in Volume 7727, Page 752, Deed Records of Travis County, Texas, bears S 81°46'41"E 119.70 feet;

(1) THENCE with the north line of Drapers Cove and the south line of the said Acmorsoni Tract 2 of0.29 of one acre of land and with the south line of that 0.30 of one acre tract, a portion of the said W. A. Cook Survey No. 141, Abstract No. 2587, in Travis County, Texas, designated as Tract 1 and described in said Warranty Deed to Katheran Acmorsoni in Volume 11592, Page 982, Real Property Records of Travis County, Texas, and being also with the south line of that tract of land, a portion of the said W. A. Cook Survey No. 141, Abstract No. 2587, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to David N. McCrea and wife, Arlis J. McCrea in Volume 5257, Page 1283, Deed Records of Travis County, Texas, S 87°57'47" W 299.23 feet to a 1/2" steel pin with plastic cap set in the east line of that 0.36 of one acre tract, a portion of the said W. A. Cook Survey No. 141, Abstract No. 2587, in Travis County, Texas, as described in a Warranty Deed to Theresa S. Wilson in Volume 6802, Page 41, Deed Records of Travis County, Texas, for an angle point in the north line of Drapers Cove, for the southwest comer of the said McCrea tract of land, and for an interior corner of the herein described tract;

(2) THENCE with a line of Drapers Cove and the east line of the said Wilson 0.36 of one acre tract, S 1°59'59"E 20.00 feet to a 1/2" steel pin found at an angle point in the north line of Drapers Cove and at the occupied southeast corner of the said Wilson 0.36 of one acre tract, for a southeast comer of the herein described tract;

(3) THENCE with the north line of Drapers Cove and the south line of the said Wilson 0.36 of one acre tract as occupied on the ground, courses numbered 3 through 4 inclusive as follows:

(4) S 89°20'22"W 79.47 feet to a hilti nail set in rock found;

(5) N 85°14'22"W 37.84 feet to a 1/2" steel pin found in concrete at an angle point in the north line of Drapers Cove and at the southwest corner of the said Wilson 0.36 of one acre tract, for a southwest corner of the herein described tract;

(6) THENCE with a line of Drapers Cove and the west line of the said Wilson 0.36 of one acre tract, N 5°38'51" E 11.96 feet to a 1/2" steel pin with plastic cap set for an angle point in the north line of Drapers Cove and the southeast corner of that 0.37 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as conveyed in that Special Warranty Deed to Ann Marie St. Martin in Volume 11225, Page 885, Real Property Records of Travis County, Texas, for an interior corner of the herein described tract;

THENCE with the north, northeast and east line of Drapers Cove and with the south, southwest and west line of the said Ann Marie St. Martin 0.37 of one acre tract and being also with the west line of that 0.32 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as

conveyed in that General Warranty Deed With Vendor's Lien in Favor of Third Party to Joseph K. Moxley in Volume 13360, Page 528, Real Property Records of Travis County, Texas, and being also with the west line of that 0.36 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in that Warranty Deed With Vendor's Lien to Joseph K. Moxley in Document No. 2003029501, Official Public Records of Travis County, Texas, courses numbered 6 through 12 inclusive as follows:

(6) S 86°51'15" W 36.50 feet to a 5/8" steel pin found, and from which 5/8" steel pin found, a 3/4" iron pipe found in concrete in the south line of Drapers Cove and in the north line of that 12.611 acre tract, a portion of the said Malinda Settle Survey No. 49, as described in a Special Warranty Deed to G. L. Vinson in Volume 11919, Page 88, Real Property Records of Travis County, Texas, and being also in or near the south line of the said W. A. Cook Survey No. 141 and the north line of the said Malinda Settle Survey No. 49, bears S 40°18'53"W 69.15 feet;

(7) N 47°40'45" W 59.52 feet to a 1/2" steel pin found in rock;

(8) N 37°59'26"W 32.41 feet to a 1/2" steel pin with plastic cap set;

(9) N 34°34'18"W 62.74 feet to a 1/2" steel pin found in the west line of the said Moxley 0.32 of one acre tract;

(10) N 27°02'45" W 61.96 feet to a 1/2" steel pin found;

(11) N 23°52'32" W 24.66 feet to a 1/2" steel pin found at the west or northwest corner of the said Moxley 0.32 of one acre tract and the southwest or south corner of the said Moxley 0.36 of one acre tract;

(12) N 36°08'40" W 59.68 feet to 112" steel pin found at the west or southwest corner of the said Moxley 0.36 of one acre and the south or southeast comer of that 0.296 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as First Tract and described in a Warranty Deed to Travis Duncan and spouse, Nikki Duncan in Document No. 2003203432, Official Public Records of Travis County, Texas;

THENCE with the north line of Drapers Cove and the south line of the said Duncan First Tract of0.296 of one acre and being also with the south line of that 0.282 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as Second Tract and described in said Warranty Deed to Travis Duncan and spouse, Nikki Duncan in Document No. 2003203432, Official Public Records of Travis County, Texas, courses numbered 13 through 14 inclusive as follows:

(13) N 70°18'29" W 144.77 feet to a 1/2" steel pin found;

(14) N 63°41'32"W 34.74 feet to a 1/2" steel pin found at the southwest corner of the said Duncan Second Tract of 0.282 of one acre, for the most westerly southwest corner of the herein described tract;

(15) THENCE with the west line of the said Duncan Second Tract of 0.282 of one acre, N 26°35'08" E 129.88 feet to a hilti nail found set in rock at the northwest corner of the said Duncan Second Tract of0.282 of one acre, for the northwest corner of the herein described tract;

THENCE with the north line of the said Duncan Second Tract of0.282 of one acre and the north line of the said Duncan First Tract of0.296 of one acre, courses numbered 16 through 17 inclusive as follows:

(16) S 76°33'10" E 89.67 feet to a 3/8" steel pin found at the northeast corner of the said Duncan Second Tract of0.282 of one acre and the northwest corner of the said Duncan First Tract of 0.296 of one acre;

(17) S 76°51'39"E 86.61 feet to a 1/2" steel pin found at the northeast corner of the said Duncan First Tract of 0.296 of one acre and the northwest or north corner of the said Moxley 0.36 of one acre tract;

THENCE with the northeast and east line of the said Moxley 0.36 of one acre tract and the east line of the said Moxley 0.32 of one acre tract, courses numbered 18 through 22 inclusive as follows:

(18) S 52°51'17" E 73.98 feet to a 1/2' steel pin found;
(19) S 39°20'17" E 24.61 feet to a 1/2" steel pin with plastic cap set;
(20) S 26°19'35"E 50.05 feet to a 1/2" steel pin found at the east or southeast comer of the said Moxley 0.36 of one acre tract and the northeast corner of the said Moxley 0.32 of one acre tract;
(21) S 20°27'58"E 60.43 feet to a cotton gin spindle found;
(22) S 27°31'15"E 15.02 feet to a 1/2" steel pin found at the southeast corner of the said Moxley 0.32 of one acre tract and the north or northeast corner of that 0.03 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a deed to Patrick G. St. Martin and wife, Ann M. St. Martin in Volume 10270, Page 851, Real Property Records of Travis County, Texas;

THENCE with the east line of the said St. Martin 0.03 of one acre tract and the east and northeast line of the said Ann Marie St. Martin 0.37 of one acre tract, courses numbered 23 through 24 inclusive as follows:

(23) S 27°19'51" E 32.44 feet to a 112" steel pin found at the southeast corner of the said St. Martin 0.03 of one acre tract and the northeast corner of the said Ann Marie St. Martin 0.37 of one acre tract;
(24) S 43°26'50" E 32.34 feet to a 1/2" steel pin found at the northeast corner of the said Ann Marie St. Martin 0.37 of one acre tract and the northwest corner of the said Wilson 0.36 of one acre tract;

THENCE with the north line of the said Wilson 0.36 of one acre tract and the north line of the said McCrea tract of land, and being also with the north line of the said Acmorsoni Tract 1 of 0.30 of one acre and being also with the north line of the said Acmorsoni Tract 2 of 0.29 of one acre, courses numbered 25 through 28 inclusive as follows:

(25) S 73°25'35" E 32.24 feet to a 112" steel pin with plastic cap set;
(26) S 89°55'40" E 64.83 feet to a 1/2" steel pin found at the northeast corner of the said Wilson 0.36 of one acre tract and the northwest corner of the said McCrea tract of land;
(27) S 89°59'25" E 99.86 feet to a 1/2" steel pin found at the northeast corner of the said McCrea tract of land and the northwest comer of the said Acmorsoni Tract 1 of0.30 of one acre;
(28) S 89°47'42" E 200.20 feet to a 1/2" steel pin found at the northeast corner of the said Acmorsoni Tract 2 of 0.29 of one acre, for the northeast corner of the herein described tract of land;

(29) THENCE with the east line of the said Acmorsoni Tract 2 of0.29 of one acre, S 1°42'50" E 123.73 feet to the POINT OF BEGINNING of the herein described tract, containing 2.899 acres of land.

Note: The plastic caps on the 1/2" steel pins set are inscribed with "M & S 1838."

EXHIBIT "B"

Conditions

The Property shall be included in the "Firefly Cove Planned Development District," subject to compliance with the following conditions:

1. that all portions of the application be deemed to meet the requirements of a concept approval;

2. that all portions of the application except the SF-Estate Lots be deemed to meet the requirements of a detail plan approval;

3. development standards for SF-Estate Lots are subject to modification for consistency as part of the future required detail plan approval; and

4. the approval incorporates by reference a satisfactory resolution to the remaining minor comments of the City Engineer related to the required traffic impact analysis (TIA).

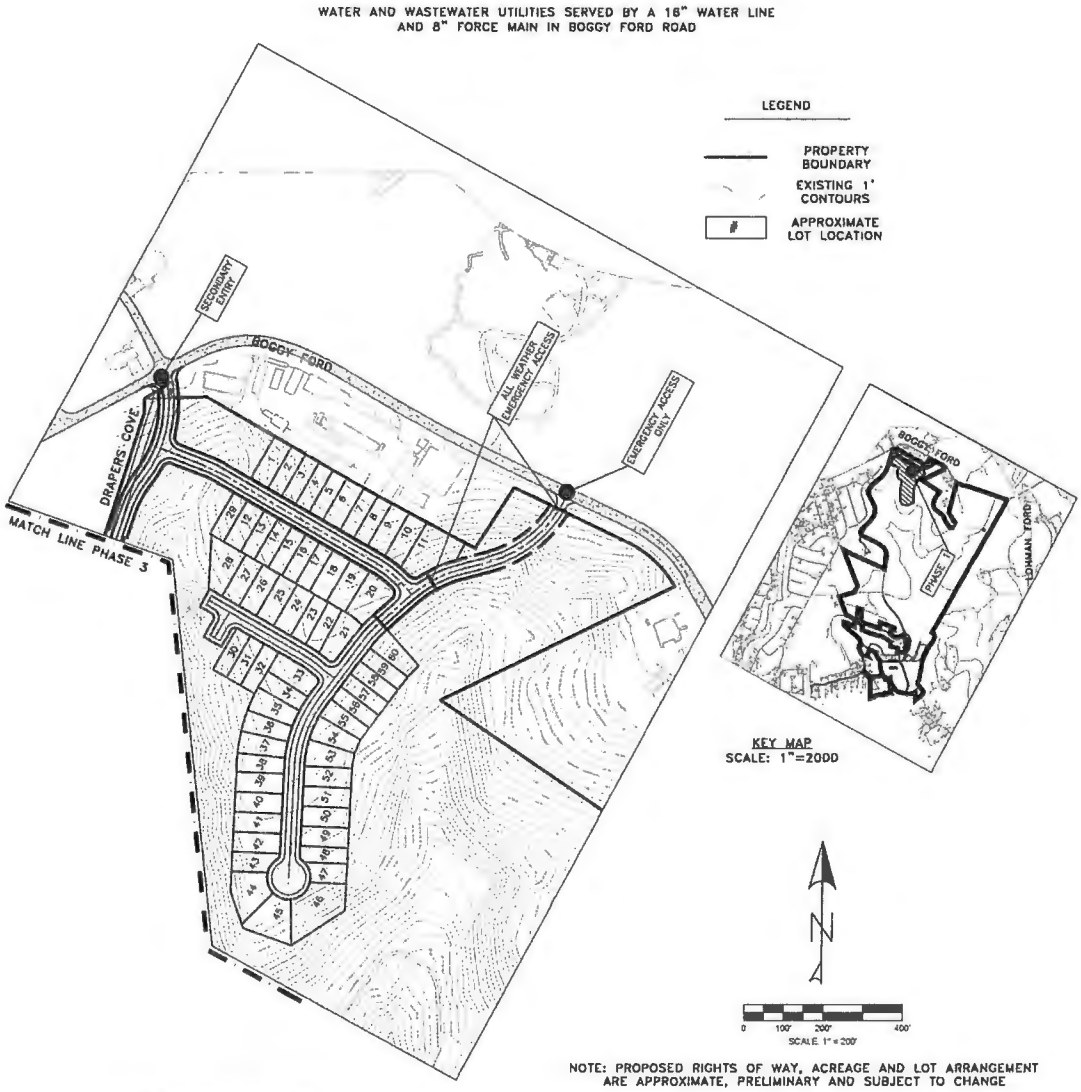
EXHIBIT "C"

Land Use Plan



EXHIBIT "C"

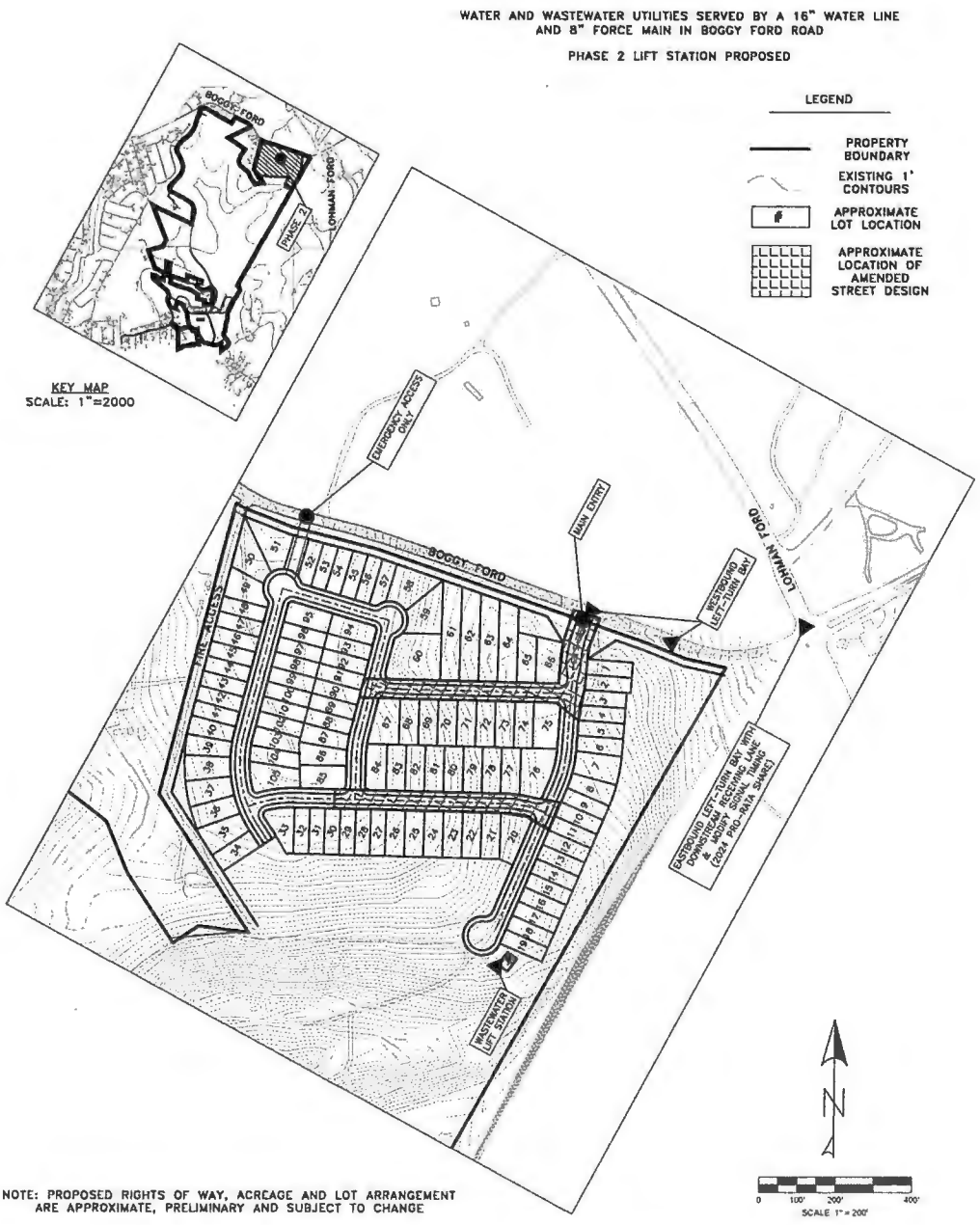
Land Use Plan



Phase 1
Detail Plan

EXHIBIT "C"

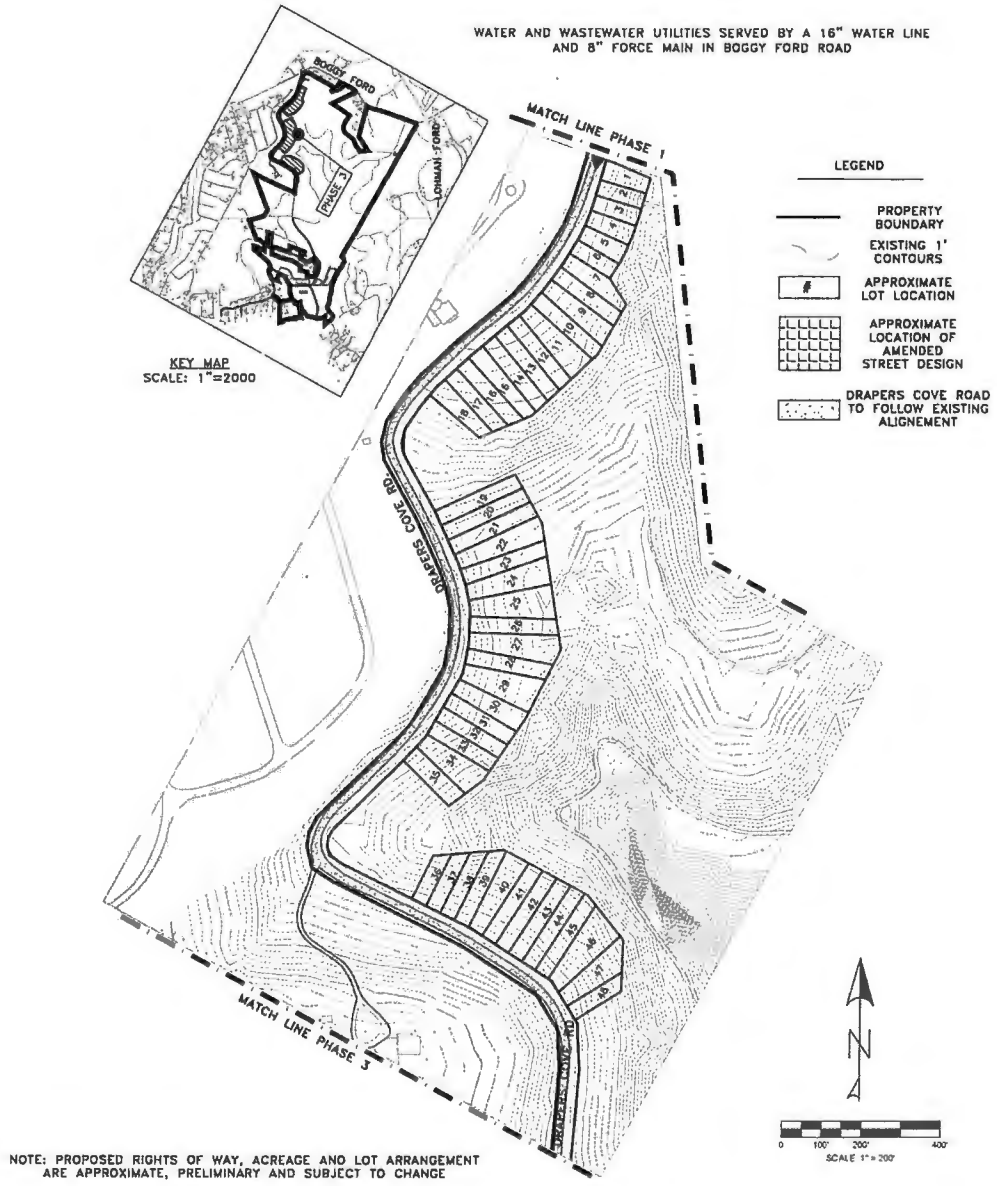
Land Use Plan



Phase 2 Detail Plan

EXHIBIT "C"

Land Use Plan



Phase 3 Detail Plan
(1 of 2)

EXHIBIT "C"

Land Use Plan

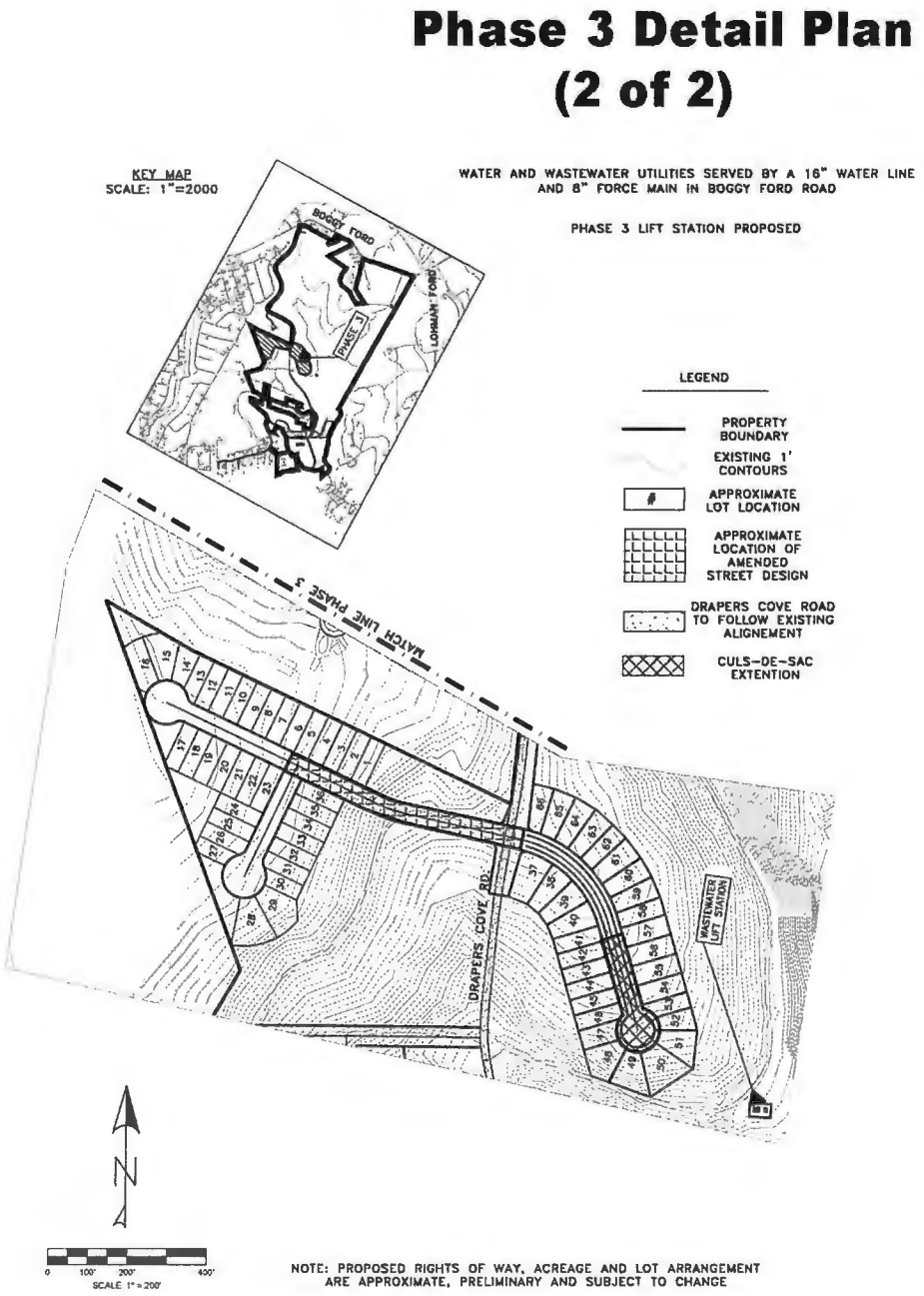
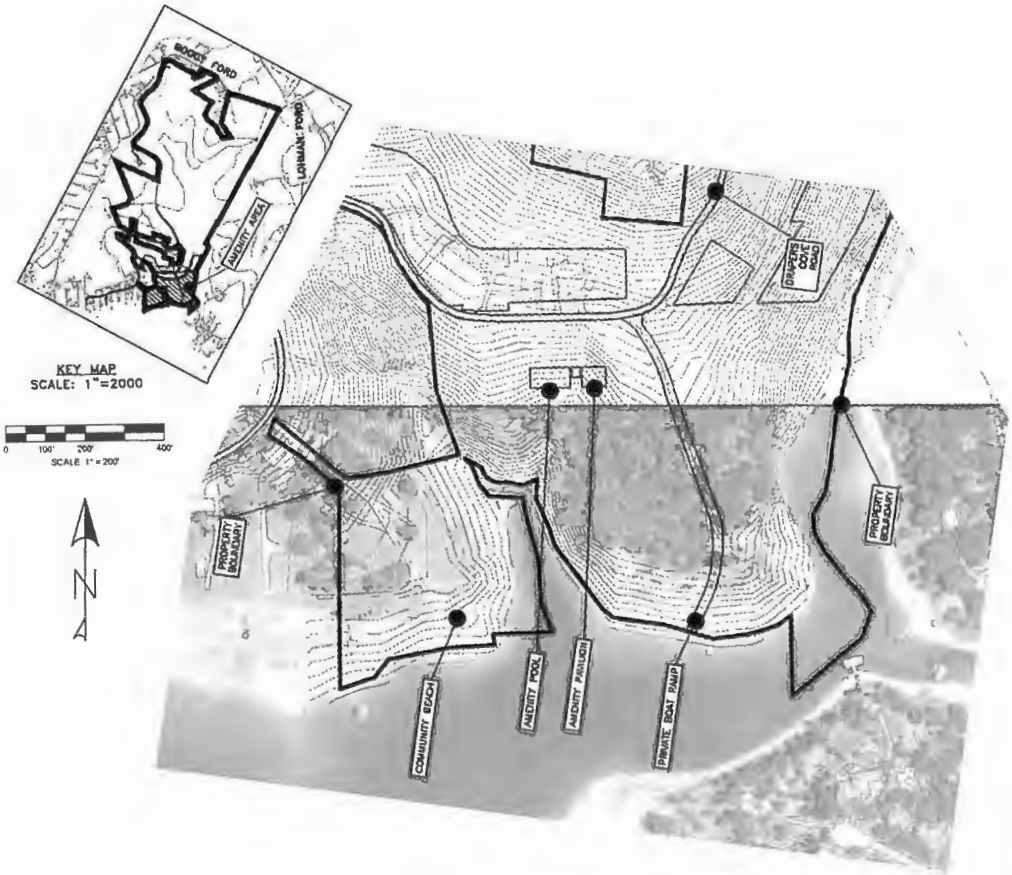


EXHIBIT "C"

Land Use Plan



Amenities Area
Detail Plan

EXHIBIT "C"

Land Use Plan







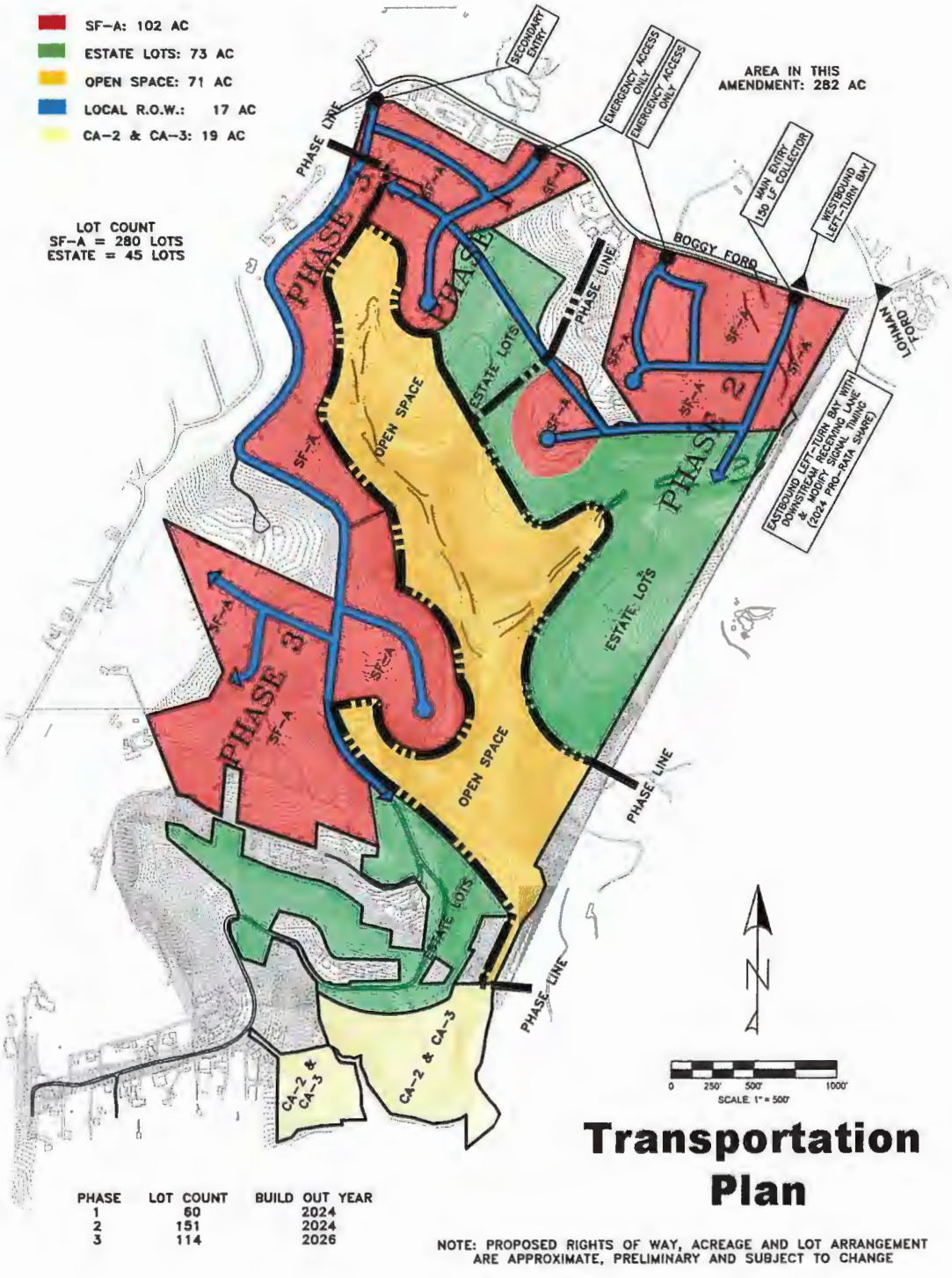




Amenities Area Prototype Images

EXHIBIT "C"

Land Use Plan



Transportation Plan

PHASE	LOT COUNT	BUILD OUT YEAR
1	60	2024
2	151	2024
3	114	2026

NOTE: PROPOSED RIGHTS OF WAY, ACREAGE AND LOT ARRANGEMENT ARE APPROXIMATE, PRELIMINARY AND SUBJECT TO CHANGE

RESOLUTION NO.: 2025-____

A RESOLUTION OF THE CITY OF LAGO VISTA, TEXAS CONSENTING TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT

WHEREAS, the City of Lago Vista, Texas (the "*City*") has received a Petition for Consent to the inclusion of land within, and creation of, a municipal utility district (the "*District*") in the corporate boundaries of the City pursuant to Section 54.016, Texas Water Code and Section 42.042, Texas Local Government Code, a copy of which Petition is attached hereto as Exhibit A; and

WHEREAS, the City Council of the City of Lago Vista desires to grant its written consent to the creation of, and inclusion of land within, the District.

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

Section 1. The City hereby consents to the creation of a municipal utility district, and the inclusion of the land more particularly described within the Petition attached hereto as Exhibit "A" within said District, for purposes of Section 54.016, Texas Water Code, and Section 42.042 of the Texas Local Government Code.

Section 2. The City's consent is subject to the terms and conditions of the Consent Agreement entered into with the City.

PASSED AND APPROVED this ____ day of _____, 2025.

_____
Mayor

ATTEST:

_____
City Secretary

(SEAL)

EXHIBIT "A"

Legal Description

TRACT 1

METES AND BOUNDS DESCRIPTION OF 286.85 ACRES, MORE OR LESS, SAVE AND EXCEPT 2.504 ACRES AND 2.899 ACRES, LEAVING 281.45 ACRES, MORE OR LESS,

METES AND BOUNDS DESCRIPTION OF A SURVEY OF 286.85 ACRES OF LAND, MORE OF LESS, A PORTION OF THE FOLLOWING SURVEYS: D. & W. R.R. CO. SURVEY NO. 99, ABSTRACT NO. 246; RICHARD CRAIG SURVEY NO. 1867, ABSTRACT NO. 2754; C.E.P.I. & M. CO. SURVEY NO. 173, ABSTRACT NO. 2191; MALINDA SETTLE SURVEY NO. 49, ABSTRACT NO. 2126; W. A. COOK SURVEY NO. 141, ABSTRACT NO. 2587; LEWIS LINDSAY SURVEY NO. 265, ABSTRACT NO. 2171; AND THE W. A. COOK SURVEY NO. 100, ABSTRACT NO. 2605, IN TRAVIS COUNTY, TEXAS, SAID 286.85 ACRES OF LAND, MORE OR LESS, BEING A PORTION OF THAT 289.40 ACRE TRACT OF LAND, A PORTION OF THE SAID D. & W. R.R. CO. SURVEY NO. 99, AND OTHERS IN TRAVIS COUNTY, TEXAS, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO TRAVIS MEADOW, LP IN DOCUMENT NO. 2006125525, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 286.85 ACRES OF LAND, MORE OR LESS, BEING ALL OR A PORTION OF THE FOLLOWING TRACTS OF LAND, ALL BEING IN TRAVIS COUNTY, TEXAS: BEING ALL OF THAT 0.413 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEYNO. 173, AS DESCRIBED IN A WARRANTY DEED TO GEORGE L. VINSON AND WIFE, JEAN VINSON IN VOLUME 2714, PAGE 315, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.44 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEY NO. 173, AS DESCRIBED IN A WARRANTY DEED TO GEORGE L. VINSON AND WIFE, JEAN VINSON IN VOLUME 3223, PAGE 513, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING A PORTION OF THAT TRACT OF LAND CALLED TO BE 278.36 ACRES, SAVE AND EXCEPT 19.27 ACRES OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND OTHERS, DESIGNATED AS TRACT 1 AND DESCRIBED IN A WARRANTY DEED TO G. L. VINSON IN VOLUME 5554, PAGE 1469, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 22.97 ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 100 AND A PORTION OF THE SAID D. & W. R.R. CO. SURVEY NO. 99, AS DESCRIBED IN A WARRANTY DEED TO GEORGE LARRY VINSON AND WIFE, JEAN VINSON IN VOLUME 6021, PAGE 178, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 16.08 ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND A PORTION OF THE SAID LEWIS LINDSAY SURVEY NO. 265, AS DESCRIBED IN A WARRANTY DEED TO G. L. VINSON IN VOLUME 6561, PAGE 242, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 785 SQUARE FOOT TRACT OF LAND OR 0.018 OF ONE ACRE OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 100, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO G. L. VINSON IN VOLUME 10321, PAGE 422, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING A PORTION OF THAT 12.611 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF THE SAID MALINDA SETTLE SURVEY NO. 49, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO G. L. VINSON IN VOLUME 11949, PAGE 88, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 2.393 ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 100 AND A PORTION OF THE SAID D. & W. R.R. CO. SURVEY NO. 99, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO GEORGE L. VINSON AND WIFE, JEAN VINSON IN VOLUME 12092, PAGE 1825, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 23.276 ACRE TRACT OF LAND, A PORTION OF THE SAID D. & W. R.R. CO. SURVEY NO. 99, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO G. L. VINSON AND WIFE, JEAN VINSON IN VOLUME 12627, PAGE 676, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.337 OF ONE

ACRE OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN A WARRANTY DEED TO G. L. VINSON IN VOLUME 12667, PAGE 479, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; AND BEING ALL OF THAT 2.036 ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 100, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO G. L. VINSON IN VOLUME 12717, PAGE 693, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; AS PREPARED FOR TRAVIS MEADOW, LP BY METCALFE & SANDERS, INC., LAND SURVEYORS, 4800 SOUTH CONGRESS AVENUE, AUSTIN, TEXAS, SAID 286.85 ACRES OF LAND, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 1/2" steel pin with plastic cap set in rock in the south line of Boggy Ford Road for the northeast corner of that 2.393 acre tract of land, a portion of the W. A. Cook Survey No. 100, Abstract No. 2605 and a portion of the D. & W. R.R. Co. Survey No. 99, Abstract No. 246, in Travis County, Texas, as described in a Warranty Deed to George L. Vinson and wife, Jean Vinson in Volume 12092, Page 1825, Real Property Records of Travis County, Texas, for the POINT OF BEGINNING and northeast corner of the herein described tract;

(1) THENCE with the east line of the said Vinson 2.393 acre tract, S 29°17'38" W 115.71 feet to a 1/2" steel pin found at the southeast corner of the said Vinson 2.393 acre tract and the northeast corner of that 22.97 acre tract of land, a portion of the said W. A. Cook Survey No. 100 and a portion of the said D. & W. RR. Co. Survey No. 99, as described in a Warranty Deed to George Larry Vinson and wife, Jean Vinson in Volume 6021, Page 178, Deed Records of Travis County, Texas, said 1/2" steel pin found being also an angle point in the west line of that 169.54 acre tract, a portion of the said D. & W. R.R. Co. Survey No. 99 and a portion ofthe Richard Craig Survey No. 1867, Abstract No. 2754, in Travis County, Texas, as described in Special Warranty Deed to Luna Groseclose, Ltd. in Volume 13237, Page 1233, Real Property Records of Travis County, Texas, said 1/2" steel pin found being also a corner of that approximately 100 acres of land, a portion of the said D. & W. R.R. Co. Survey No. 99, and others in Travis County, Texas, as conveyed in a Special Warranty Deed to Linda L. Groseclose, Trustee of the Linda Groseclose 1998 Intervives Trust in Document No. 2002229115, Official Public Records of Travis County, Texas;

(2) THENCE with the east line of the said Vinson 22.97 acre tract and along or near the west line of the said Luna Groseclose, Ltd. 169.54 acre tract, S 28°30'09" W 715.19 feet to a 1/2" steel pin found at the southeast corner of the said Vinson 22.97 acre tract and the northeast corner of that 23.276 acre tract of land, a portion of the said D. & W. RR Co. Survey No. 99, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to G. L. Vinson in Volume I2627, Page 676, Real Property Records of Travis County, Texas;

THENCE with the east line of the said Vinson 23.276 acre tract and being along or near the west line of the said Luna-Groseclose, Ltd. I69.54 acre tract, courses numbered 3 through 6 inclusive as follows:

(3) S 28°20'51" W 1360.82 feet to a 5/8" steel pin found;
(4) S 29°00'46" W 290.69 feet to a 1/2" steel pin found;
(5) S 27°42'20" W 622.13 feet to a cedar hub and rock mound found (cedar hub replaced with a I/2" steel pin with plastic cap) at the southeast corner of the said Vinson 23.276 acre tract and in an east line of that 278.36 acre tract of land, save and except I9.27 acres of land, a portion of the said W. A. Cook Survey No. 100, and others, in Travis County, Texas, designated as Tract 1 and described in a Warranty Deed to G. L. Vinson in Volume 5554, Page I469, Deed Records of Travis County, Texas;

THENCE with the east line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and being along or near the west line of the said Luna Groseclose Ltd. 169.54 acre tract, courses numbered 6 through 8 inclusive as follows:

(6) S 27°42'20" W 36.85 feet to a 1/2" steel pin with plastic cap set in rock;
(7) S 29°28'32" W 349.04 feet to a 60d nail found in rock;
(8) S 27°59'05" W 335.17 feet to a 3/4" iron pipe found in or near the south line of the said Richard Craig Survey No. 1867 and in or near the north line of the C. E. P. I. & M. Co. Survey No. 173, Abstract No. 2191, at an interior corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and being at or near the southwest corner of the said Luna Groseclose, Ltd. 169.54 acre tract, for an interior corner of the herein described tract;

(9) THENCE along or near the south line of the said Richard Craig Survey No. 1867 and along or near the north line of the said C. E. P. I. & M Co. Survey No. 173, and being also with a north line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and being along or near the south line of the said Luna Groseclose Ltd. 169.54 acre tract, S 62°03'05"E 43.51 feet to a calculated point in the center of Cox Hollow, for a northeast corner of the herein described tract;

THENCE with the centerline of Cox Hollow, said centerline being the thread of the stream when dry, and being along or near the east line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and along the west line of that 68.20 acre tract of land, a portion of the said C. E. P. I. & M. Co. Survey No. 173, as described in a deed to Old Farm Development Corporation in Volume 3779, Page 2098, Deed Records of Travis County, Texas, courses numbered 10 through 27 inclusive as follows:

(10) S 17°08'50" E 103.86 feet to a calculated point;
(11) S 23°47'44" W 130.00 feet to a l00d nail set;
(12) S 37°06'25"W 143.81 feet to a l00d nail set;
(13) S 23°35'56"W 177.70 feet to a 100d nail set;
(14) S 24°3I '28" W 206.37 feet to a calculated point, now submerged by the waters of Lake Travis;
(15) S 7°46'47" W 92.45 feet to a calculated point, now submerged by the waters of Lake Travis;
(16) S 0°54'56" E 72.78 feet a calculated point, now submerged by the waters of Lake Travis;
(17) S 13°18'04" W 138.43 feet to a calculated point, now submerged by the waters of Lake Travis;
(18) S 6°48'27" W 128.00 feet to a calculated point, now submerged by the waters of Lake Travis;
(19) S 10°17'54" W 62.36 feet to a calculated point, now submerged by the waters of Lake Travis;
(20) S 29°06'52"W 65.69 feet to a calculated point, now submerged by the waters of Lake Travis;
(21) S 4°52'46" E 45.22 feet to a calculated point, now submerged by the waters of Lake Travis;
(22) S 28°47'39"E 51.37 feet to a calculated point, now submerged by the waters of Lake Travis;
(23) S 38°38'14"E 99.83 feet to a calculated point, now submerged by the waters of Lake Travis;
(24) S 46°39'26" E 38.86 feet to a calculated point, now submerged by the waters of Lake Travis;
(25) S 31°33'27" E 56.88 feet to a calculated point, now submerged by the waters of Lake Travis;
(26) S 19°46'23" W 70.23 feet to a calculated point, now submerged by the waters of Lake Travis;
(27) S 50°06'51" W 226.38 feet to a calculated point, now submerged by the waters of Lake Travis, in the west line of the said C. E. P. I. & M. Co. Survey No. 173 and the east line of the Malinda Settle Survey No. 49, Abstract No. 2126, said calculated point being a southwest corner of the said Vinson

278.36 acre tract of land, save and except 19.27 acres of land and in the east line of that 100 acre tract of land, a portion of the said Malinda Settle Survey No. 49, in Travis County, Texas, designated as First Tract and described in a deed to the Lower Colorado River Authority in Volume 630, Page 91, Deed Records of Travis County, Texas, for a south corner of the herein described tract;

(28) THENCE with the west line of the said C. E. P. I. & M. Co. Survey No. 173 and the east line of the said Malinda Settle Survey No. 49, and being also with a west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and the east line of the said Lower Colorado River Authority First Tract of 100 acres, N 1°23'48" W 202.69 feet to a 1/2" steel pin with plastic cap set in the 670 mean sea level contour line for the southeast corner of that 12.611 acre tract, more or less, a portion of the said Malinda Settle Survey No. 49, in Travis County, Texas, as described in a Special Warranty Deed to G. L. Vinson in Volume 11949, Page 88, Real Property Records of Travis County, Texas, for an interior corner of the herein described tract;

THENCE with the south line of the said Vinson 12.611 acre tract, more or less, said line being the 670 mean sea level contour line, courses numbered 29 through 45 inclusive as follows:

(29) S 53°56'05" W 39.99 feet to a 1/2"steel pin with plastic cap set;
(30) S 70°14'23" W 26.18 feet to a 1/2" steel pin with plastic cap set;
(31) S 74°58'16" W 55.31 feet to a 1/2" steel pin with plastic cap set;
(32) S 82°39'15" W 86.13 feet to a 1/2" steel pin with plastic cap set;
(33) N 74°05'46" W 127.57 feet to a 1/2" steel pin with plastic cap set;
(34) N 81°46'22" W 131.95 feet to a 1/2" steel pin with plastic cap set;
(35) N 49°10'30" W 32.48 feet to a 1/2" steel pin with plastic cap set;
(36) N 37°33'32" W 201.96 feet to a 1/2" steel pin with plastic cap set;
(37) N 16°31'49" W 41.94 feet to a 1/2" steel pin with plastic cap set;
(38) N 24°31'07" W 82.63 feet to a 1/2" steel pin with plastic cap set;
(39) N 1°48'54" E 50.84 feet to a 1/2" steel pin with plastic cap set;
(40) S 66°09'31" W 39.52 feet a 1/2" steel pin with plastic cap set;
(41) N 77°35'09" W 36.64 feet a 1/2" steel pin with plastic cap set;
(42) N 88°48'29" W 39.29 feet to a 1/2" steel pin with plastic cap set;
(43) N 51°26'09" W 26.84 feet to a 1/2" steel pin with plastic cap set;
(44) N 24°38'44"W 23.04 feet to a 1/2" steel pin with plastic cap set;
(45) N 62°20'22" W 48.41 feet a 1/2" steel pin with plastic cap set in the centerline of Drapers Cove, said centerline being the thread of the stream when dry, for the southwest comer of the said Vinson 12.611 acre tract, more or less, and in an east line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land;

THENCE with the centerline of Drapers Cove and with an east line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, courses numbered 46 through 53 inclusive as follows:

(46) S 48°19'25"E 25.38 feet to a calculated point;
(47) S 20°39'30"E 51.32 feet to a calculated point;
(48) S 40°07'29" E 40.37 feet to a calculated point;
(49) S 86°55'38" E 84.58 feet to a calculated point, now submerged by the waters of Lake Travis;
(50) S 12°50'07" E 64.32 feet to a calculated point, now submerged by the waters of Lake Travis;
(51) S 16°08'21" E 95.68 feet to a calculated point, now submerged by the waters of Lake Travis;
(52) S 3°50'31" E 104.89 feet to a calculated point, now submerged by the waters of Lake

Travis;

(53) S 19°56'11" E 83.45 feet to a calculated point, now submerged by the waters of Lake Travis, for a southeast corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land;

(54) THENCE with a south line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, S 88°47'25" W at 80.44 feet passing a 1/2" steel pin with plastic cap set, in all 149.40 feet to a 1/2" steel pin with plastic cap set in the 670 mean sea level contour line for an interior corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, for an interior corner of the herein described tract;

THENCE with an east and south line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, said line being the 670 mean sea level contour line, courses numbered 55 through 59 inclusive as follows:

(55) S 10°10'52"E 28.02 feet to a 1/2" steel pin with plastic cap set;
(56) S 86°28'21" W 116.94 feet to a 1/2" steel pin with plastic cap set;
(57) S 79°18'44" W 153.36 feet to a 1/2" steel pin with plastic cap set;
(58) S 38°14'07" W 57.81 feet to a 1/2" steel pin with plastic cap set;
(59) S 71°13'56" W 90.90 feet to a calculated point at the intersection of the southerly extension of the east line of that 0.29 of one acre tract, a portion of the said Malinda Settle Survey No. 49, in Travis County, Texas, as described in a Warranty Deed to Robert L. Bullock and Debra M. Bullock in Document No. 2002181885, Official Public Records of Travis County, Texas, for a southwest corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, for a southwest corner of the herein described tract;

THENCE with the southerly extension of the east line of the said Bullock 0.29 of one acre tract and with the east line of the said Bullock 0.29 of one acre tract, and being also with a west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, courses numbered 60 through 61 inclusive as follows:

(60) N 0°47'42" W at 13.99 feet passing a 1/2" iron pipe found, in all 244.09 feet to a 5/8" steel pin found;
(61) N 0°19'50" W 261.39 feet to a 1/2" steel pin with plastic cap set for the northeast comer of the said Bullock 0.29 of one acre tract, for an interior corner of the herein described tract;

THENCE with the northeast line of the said Bullock 0.29 of one acre tract and the northeast line of that 0.974 of one acre tract, a portion of the said Malinda Settle Survey No. 49, as described in a Warranty Deed to Dianne E. Greig in Document No. 2002095894, Official Public Records of Travis County, Texas, and being also with a northeast line of that 0.86 of one acre tract, a portion of the said Malinda Settle Survey No. 49, as described in a Warranty Deed With Vendor's Lien to Gary L. Lipscomb in Volume 12492, Page 886, Real Property Records of Travis County, Texas, and with a southwest line of the Vinson 278.36 acre tract of land, save and except 19.27 acres of land, courses numbered 62 through 64 inclusive as follows:

(62) N 55°27'12" W 30.61 feet to a 1/2" steel pin with plastic cap found (B:MI) at the north or northwest corner of the said Bullock 0.29 of one acre tract and the northeast comer of the said Greig 0.974 of one acre tract;
(63) N 49°59'45" W 100.40 feet to a PK nail set in concrete in a southwest line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, for the north or northwest corner of the said Greig 0.974 of one acre tract and the northeast corner of the said Lipscomb 0.86 of one acre tract;
(64) N 57°05'48" W 90.63 feet to a 3/4" iron pipe found in a southeast line of a private street,

locally known as Drapers Cove at the north corner of the said Lipscomb 0.86 of one acre tract and an interior corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, for a west corner of the herein described tract;

(65) THENCE crossing the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, with an east line of Drapers Cove, N 19°06'38"E 43.84 feet to a PK nail set in concrete for the west comer of that 1.43 acre tract, a portion of the said Malinda Settle Survey No. 49, in Travis County, Texas, as described in a General Warranty Deed With Vendor's Lien to Robert L. Bullock et ux, Debra M. Bullock in Volume 12698, Page 3161, Real Property Records of Travis County, Texas, for a north comer of the herein described tract;

THENCE with the southwest and south line of the said Bullock 1.43 acre tract, courses numbered 66 through 68 inclusive as follows:

(66) S 50°13'56" E 234.77 feet to a 3/4" steel pin found;
(67) N 81°39'34" E 100.80 feet to a 1/2" iron pipe found;
(68) N 76°19'43" E 190.91 feet to a 1/2" steel pin found in or near the centerline of Draper Cove at the southeast comer of the said Bullock 1.43 acre tract, for an interior comer of the herein described tract;

(69) THENCE crossing the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, N 20°16'36"W 168.19 feet to a 1/2"steel pin found at the south comer of that 0.403 of one acre tract of land, a portion of the said W. A. Cook Survey No. 141 and a portion of the said Malinda Settle Survey No. 49, in Travis County, Texas, as described in a Warranty Deed to Andrea Claire Williams Scott, et al in Volume 8644, Page 666, Deed Records of Travis County, Texas;

(70) THENCE with the east line of the said Scott et al 0.403 of one acre tract, N 5°39'06" W at 70.92 passing the intersection of the east line of the said Scott, et a1 0.403 of one acre tract with the west line of the said Vinson 12.611 acre tract, at 77.09 passing a 3/4" iron pipe found 0.13 of one foot west of line, in all 163.86 feet to .a 3/4"iron pipe in concrete found in the north line of the said Vinson 12.611 acre tract, said 3/4" iron pipe found in concrete being in or near the south line of the said W. A. Cook Survey No. 141 and in or near the north line of the said Malinda Settle Survey No. 49;

(71) THENCE with the east line of the said Scott, et al 0.403 of one acre tract and the northerly extension of the east line of the said Scott, et a1 0.403 of one acre tract, N 5°38'12' W at 48.35 feet passing a 1/2" steel pin found at the northeast comer of the said Scott, et al 0.403 of one acre tract, in all 58.40 feet to 1/2" steel pin with plastic cap set for at the intersection of a line thirty (30) feet southwest of the occupied northeast line of Drapers Cove;

THENCE with said line thirty (30) feet west and southwest of the occupied east line of Drapers Cove, courses numbered 72 through 77 inclusive as follows:

(72) N 47°40'45" W 21.11 feet to a 1/2" steel pin with plastic cap set;
(73) N 37°59'27" W 35.85 feet to a 1/2" steel pin with plastic cap set;
(74) N 34°34'18" W 65.60 feet to a 1/2" steel pin with plastic cap set;
(75) N 27°02'45"W 64.76 feet to a 1/2" steel pin with plastic cap set;
(76) N 23°52'32"W 22.26 feet to a 1/2" steel pin with plastic cap set;
(77) N 36°08'40"W 13.08 feet to a 1/2" steel pin with plastic cap set in the east line of that 0.384 of one acre tract of land, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to G. L. Vinson in Volume 10591, Page 503, Real Property Records of Travis County, Texas;

(78) THENCE with the east line of the said Vinson 0.384 of one acre tract, N 7°08'31" W 6.39 to a 1/2" steel pin found in a southwest line of Drapers Cove at the northeast corner of the said Vinson 0.384 of one acre tract, for an interior corner of the herein described tract;

(79) THENCE with the south line of Drapers Cove and the north line of the said Vinson 0.384 of one acre tract, N 57°38'24" W 61.01 feet to a 112" steel pin with plastic cap set for the northwest corner of the said Vinson 0.384 of one acre tract and the northeast corner of that 0.366 of one acre tract of land, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to James Burnett and wife, Margie Burnett in Volume 4185, Page 157, Deed Records of Travis County, Texas, said tract now shown by the Travis Central Appraisal District to be in the name of Travis Duncan and Nikki Perrotta by virtue of a Contract of Sale;

(80) THENCE with the south line of Drapers Cove and the north line of the said Burnett 0.366 of one acre tract, N 69°34'19" W 102.62 feet to a 5/8" steel pin found at the northwest corner of the said Burnett 0.366 of one acre tract, for an interior corner of the herein described tract;

(81) THENCE with the west line of the said Burnett 0.366 of one acre tract, S 16°07'25" W 171.81 feet to a 5/8" steel pin found leaning west at the southwest corner of the said Burnett 0.366 of one acre tract and at a corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land;

(82) THENCE with a southwest line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, S 37°05'29"E 5.09 feet to a 1/2" steel pin with plastic cap set for the northeast comer of that 0.583 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a General Warranty Deed With Vendor's Lien to Michael David O'Cooley in Volume 13367, Page 1876, Real Property Records of Travis County, Texas, for a southeast comer of the herein described tract;

(83) THENCE with the north line of the said O'Cooley 0.583 of one acre tract, N 72°46'09" W 145.42 feet to a 1/2" steel pin found in an east line of Drapers Cove at the northwest corner of the said O'Cooley 0.583 of one acre tract, for a southwest corner of the herein described tract;

THENCE with an east and south line of Drapers Cove, courses numbered 84 through 87 inclusive as follows:

(84) N 25°44'52" W 154.57 feet to a 1/2" steel pin found;
(85) N 10°42'26" W 52.06 feet to a calculated point at a non-tangent point of curve;
(86) with a curve to the right an arc distance of26.06 feet, said curve having a radius of 30.41 feet, a central angle of 49°06'20", and a chord of which bears N 12°51'30" E 25.27 feet to a calculated point at a non-tangent point of compound curve;
(87) with a curve to the right an arc distance of 48.12 feet, said curve having a radius of 42.26 feet, a central angle o£65°14'01", and a chord of which bears N 70°00'00" E 45.56 feet to a calculated point, for an interior corner of the herein described tract;

(88) THENCE crossing Drapers Cove N 12°37'00"E 30.00 feet to 1/2" steel pin found in the curving north line of Drapers Cove at the most northerly southeast corner of that 7.63 acre tract of land, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed with Vendor's Lien to Herbert J. Wasson and Emilie V. Harris in Document No. 1999081472, Official Public Records of Travis County, Texas;

THENCE with the east, northeast and east line of the said Wasson and Harris 7.63 acre tract, courses numbered 89 through 93 inclusive as follows:

(89) N 21°37'12"W 153.07 feet to a 1/2" steel pin found;

(90) N 50°48'26"W 110.62 feet to a 1/2" steel pin found;
(91) N 50°47'24"W 183.14 feet to a 1/2" steel pin found;
(92) N 50°52'55" W 200.07 feet to a 1/2" steel pin with plastic cap found (RPLS1847);
(93) N 4°53'49" W 90.39 feet to a cotton gin spindle found at the southwest corner of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as Second Tract and described in a General Warranty Deed to Betty A Melcher in Volume 13009, Page 2433, Real Property Records of Travis County, Texas, for a northwest comer of the herein described tract;

THENCE with the south line of the said Melcher Second Tract of0.34 of one acre and being also with the south line of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as First Tract and described in said General Warranty Deed to Betty A Melcher in Volume 13009, Page 2433, Real Property Records of Travis County, Texas, and being also with the south line of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to Betty A Melcher in Volume 11067, Page 480, Real Property Records of Travis County, Texas, courses numbered 94 through 96 inclusive as follows:

(94) S 79°18'15" E 99.97 feet to a 1/2" steel pin found at the southeast corner of the said Melcher Second Tract of 0.34 of one acre and the southwest comer of the said Melcher First Tract of 0.34 of one acre;
(95) S 55°24'46"E 100.05 feet to a 1/2" steel pin with plastic cap set for the southeast corner of the said Melcher First Tract of0.34 of one acre and the southwest corner of the said Melcher 0.34 of one acre tract of record in Volume 11067, Page 480, Real Property Records of Travis County, Texas;
(96) S 64°50'42" E 99.98 feet to a 1/2" steel pin found in concrete at the southeast corner of the said Melcher 0.34 of one acre tract of record in Volume 11067, Page 480, Real Property Records of Travis County, Texas, for an interior corner of the herein described tract;

(97) THENCE with the east line of the said Melcher 0.34 of one acre tract of record in Volume 11067, Page 480, Real Property Records of Travis County, Texas, N 4°34'46" E 149.70 feet to a 1/2" steel pin found in the south line of a private street, locally known as Draper Mountain Trail at the northeast corner of the said Melcher 0.34 of one acre tract of record in Volume 11067, Page 480, Real Property Records of Travis County, Texas, for a northwest corner of the herein described tract;

(98) THENCE with a south line of Draper Mountain Trail, S 68°33'57" E 199.43 feet to a 1/2" steel pin found at the northwest comer of that 0.33 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to Helen E. Melcher in Document No. 2002101212, Official Public Records of Travis County, Texas, for a northeast comer of the herein described tract;

(99) THENCE with the west line of the said Helen E. Melcher 0.33 of one acre tract, S 4°33'00" W 149.18 feet to a 5/8" steel pin found at the southwest corner of the said Helen E. Melcher 0.33 of one acre tract, for an interior corner of the herein described tract;

THENCE with the south line of the said Helen E. Melcher 0.33 of one acre and the south line of that 0.33 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to J. E. Laird and wife, Ruby Lee Laird in Volume 9709, Page 693, Real Property Records of Travis County, Texas, courses numbered 100 through 101 inclusive as follows:

(100) S 68°48'30"E 99.46 feet to a 5/8" steel pin found at the southeast corner of the said Helen Melcher 0.34 of one acre tract and the southwest corner of the said Laird 0.33 of one acre tract of record in Volume 9709, Page 693, Real Property Records of Travis County, Texas;

(101) S 66°52'33"E 97.19 feet to a 5/8" steel pin found at the southeast corner of the said Laird 0.33 of one acre tract of record in Volume 9709, Page 693, Real Property Records of Travis County, Texas, and the southwest corner of the said 0.17 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in Exhibit C in an Owner Finance Warranty Deed With Vendor's Lien to Joseph Edgar Laird and wife, Ruby Lee Laird in Volume 8402, Page 362, Deed Records of Travis County, Texas;

THENCE with the south line of the said Laird 0.17 of one acre tract as described in Exhibit C and with the south line of that 0.17 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in Exhibit Bin said deed of record in Volume 8402, Page 362, Deed Records of Travis County, Texas, and being also with the south line of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in Exhibit A in said deed to Laird of record in Volume 8402, Page 362, Deed Records of Travis County, Texas, and with the south line of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in Exhibit Din said deed to Laird of record in Volume 8402, Page 362, Deed Records of Travis County, Texas, courses numbered 102 through 105 inclusive as follows:

(102) S 72°37'18" E 50.11 feet to a 5/8" steel pin found at the southeast corner of the said Laird 0.17 of one acre tract as described in Exhibit C and the southwest corner of the said Laird 0.17 of one acre tract as described in Exhibit B;

(103) S 78°57'2T' E 52.29 feet to a 1/2" steel pin found at the southeast comer of the said Laird 0.17 of one acre tract as described in Exhibit C and the southwest corner of the said Laird 0.34 of one acre tract as described in Exhibit A;

(104) S 73°16'24" E 99.86 feet to a 1/2" steel pin with plastic cap set for the southeast comer of the said Laird 0.34 of one acre tract as described in Exhibit A and the southwest comer of the said Laird 0.34 of one acre tract as described in Exhibit D;

(105) S 80°03'24" E 100.14 feet to a 1/2" steel pin with plastic cap set for the southeast corner of the said Laird 0.34 of one acre tract as described in Exhibit D and the southwest corner of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as Second Tract and described in a Warranty Deed to Joseph Edgar Laird and wife, Ruby Lee Laird in Volume 10897, Page 889, Real Property Records of Travis County, Texas;

THENCE with the south line of the said Laird Second Tract of 0.34 of one acre and with the southwest line of that 0.31 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as First Tract and described in said Warranty Deed to Laird of record in Volume 10897, Page 889, Real Property Records of Travis County, Texas, courses numbered 106 through 107 inclusive as follows;

(106) S 68°03'24" E 99.72 feet to a 112"steel pin with plastic cap set for the southeast corner of the said Laird Second Tract of0.34 of one acre and the southwest corner of the said Laird First Tract of 0.31 of one acre;

(107) S 57°28'24" E 100.07 feet to a 3/4" steel pin found at the southeast comer of the said Laird First Tract of 0.31 of one acre and the southwest comer of that 0.30 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a General Warranty Deed With Vendor's Lien to Harold J. Nelson and Ann Marie Gibbs St. Martin in Document No. 2003123239, Official Public Records of Travis County, Texas;

(108) THENCE with the south or southwest line of the said Nelson and St. Martin 0.30 of one acre tract, S 53°34'00"E 100.52 feet to a 3/4" steel pin found in the west line of that 1.002 acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a General Warranty

Deed to Stephen K. Nagl and Gay F. Nagl in Document No. 2004187346, Official Public Records of Travis County, Texas, and at the southeast comer of the said Nelson and St. Martin 0.30 of one acre tract, for a northeast comer of the herein described tract;

(109) THENCE with the west line of the said Nagl1.002 acre tract, S 4°56'14" W 99.70 feet to a 1/2" steel pin with plastic cap set for the southwest comer of the said Nagl1.002 acre tract, for an interior corner of the herein described tract;

(110) THENCE with the south line of the said Nagl1.002 acre tract, S 77°09'46"E 192.14 feet to a 112" steel pin found in the west line of that 1.462 acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in an Assumption Warranty Deed With Vendor's Lien to Michael K. Temple and Marcia Temple in Volume 10505, Page 588, Real Property Records of Travis County, Texas, and at the southeast corner of the said Nagl 1.002 acre tract, for a northeast comer of the herein described tract;

(111) THENCE with the west line of the said Temple 1.462 acre tract, S 4°54'33" W 95.90 feet to a 112" steel pin found at the southwest corner of the said Temple 1.462 acre tract, for an interior corner of the herein described tract;

(112) THENCE with the south line of the said Temple 1.462 acre tract, S 85°06'26" E 199.92 feet to a 1/2"steel pin found at the southeast corner of the said Temple 1.462 of one acre tract, for an interior comer of the herein described tract;

(113) THENCE with the east line of the said Temple 1.462 acre tract, N 4°55'09" E 318.00 feet to a 1/2" steel pin found in the south line of Draper Mountain Trail at the northeast corner of the said Temple 1.462 acre tract;

(114) THENCE crossing Draper Mountain Trail and the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, N 36°27'01" W 155.00 feet to a calculated point on the north side of Draper Mountain Trail, for an interior comer of the herein described tract;

THENCE crossing the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and being along or near the north line of Draper Mountain Trail, courses numbered 115 through 118 inclusive as follows:

(115) S 62°21'16" W 116.00 to a calculated point;
(116) S 89°19'49" W 88.20 to a calculated point;
(117) N 62°35'36" W 95.48 to a calculated point;
(118) N 54°41'26" W 49.09 to a 1/2" steel pin with plastic cap set for the southeast corner of that 2,512 square foot tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to Harold Nelson in Volume 12603, Page 162, Real Property Records of Travis County, Texas, for a southwest comer of the herein described tract;

THENCE with the east line of the said Nelson 2,512 square foot tract and the east line of the 0.32 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as Tract 1 and described in a Corrected Warranty Deed to Harold J. Nelson in Volume 12059, Page 75, Real Property Records of Travis County, Texas, courses numbered 119 through 120 inclusive as follows:

(119) N 2°21'38" E 41.40 feet to a 1/2" steel pin found at the northeast comer of the said Nelson 2,512 square foot tract and the southeast comer of the said Nelson Tract I of0.32 of one acre;
(120) N 2°21'38" E 62.09 feet to a calculated point for a northwest comer of the herein described

tract;

THENCE crossing the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, courses numbered 121 through 123 inclusive as follows:

(121) S 87°38'22"E 86.44 feet to a calculated point for an interior comer of the herein described tract;

(122) N 8°25'55"E 58.35 feet to a calculated point for an interior comer of the herein described tract;

(123) N 69°50'17" W 97.27 feet to a 1/2" steel pin found at the northeast comer of the said Nelson Tract I of0.32 of one acre;

THENCE with the north line of the said Nelson Tract 1 of 0.32 of one acre and the north line of that 0.32 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as Tract II and described in a said Corrected Warranty Deed to Harold J. Nelson in Volume 12059, Page 75Real Property Records of Travis County, Texas, and being also with the north line of that 0.33 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to Harold Nelson in Volume 12666, Page 143, Real Property Records of Travis County, Texas, courses numbered 124 through 126 inclusive as follows:

(124) N 69°50'17" W 99.93 feet to a 112" steel pin found at the northwest corner of the said Nelson Tract 1 of 0.32 of one acre and the northeast corner of the said Nelson Tract II of 0.32 of one acre;

(125) N 69°49'01" W 99.75 feet to a 1/2" steel pin found at the northwest corner of the said Nelson Tract IT of0.32 of one acre and the northeast corner of the said Nelson 0.33 of one acre;

(126) N 69°49'32"W 99.96 feet to a 1/2" steel pin found at the northwest corner of the said Nelson 0.33 of one acre and the northeast corner of that 0.337 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to G. L. Vinson in Volume 12667, Page 479, Real Property Records of Travis County, Texas, for an interior comer of the herein described tract;

(127) THENCE with the west line of the said Nelson 0.33 of one acre and the east line of the said Vinson 0.337 of one acre, S 2°25'41" W 149.75 feet to a 1/2" steel pin found in the north line of Draper Mountain Trail at the southwest comer of the said Nelson 0.33 of one acre and the southeast comer of the said Vinson 0.337 of one acre, for a southeast comer of the herein described tract;

THENCE along or near the north line of Draper Mountain Trail, courses numbered 128 through 130 inclusive as follows:

(128) N 73°11'0T' W 99.95 feet to a 1/2" steel pin found;

(129) N 73°13'38" W 99.89 feet to a 1/2" steel pin found;

(130) N 72°29'39" W 299.84 feet to a 112" iron pipe found in the north line of Draper Mountain Trail at the southeast comer of that 0.689 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to Jeffrey Press and wife, Kimberly Press in Document No. 2005052503, Official Public Records of Travis County, Texas, for a southwest corner of the herein described tract;

THENCE with the east, north and west line of the said Press 0.689 of one acre, courses numbered 131 through 133 inclusive as follows:

(131) N 3°38'16"E 310.87 feet to a 1/2" steel pin found at the northeast corner of the said Press 0.689 of one acre, for an interior comer of the herein described tract;

(132) N 72°00'09"W 99.95 feet to a 1/2" steel pin found at the northwest comer of the said Press 0.689 of one acre, for an interior comer of the herein described tract;

(133) S 3°34'26" W 309.22 feet to a 1/2" steel pin found at the southwest comer of the said Press 0.689 of one acre, for a southeast corner of the herein described tract

THENCE along or near the north line of Draper Mountain Trail, courses numbered 134 through 136 inclusive as follows:

(134) N 64°43'09"W 132.92 feet to a calculated point;

(135) N 53°40'31" W 93.64 feet to a 1/2" steel pin found;

(136) N 80°04'01" W 71.03 feet to a 1/2" steel pin found in the north line of Draper Mountain Trail at the southeast comer of that 6.908 acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Special Warranty Deed to Jeffrey C. Nieland in Volume 12456, Page 1740, Real Property Records of Travis County, Texas, for a southwest corner of the herein described tract;

(137) THENCE with a west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and the east line of the said Nieland 6.908 acre tract, N 22°25'20" W 509.97 feet to a 112" steel pin found in the east line of the said Nieland 6.908 acre tract at a northwest corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, said 112" steel pin found being also the southwest corner of that 10.26 acre tract, a portion of the said W. A Cook Survey No. 141 and the Lewis Lindsey Survey No. 265, Abstract No. 2171, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to William G. McHugh in Document No. 2002035207, Official Public Records of Travis County, Texas, for a northwest corner of the herein described tract;

(138) THENCE with a north line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and with the south line of the said McHugh 10.26 acre tract, N 73°24'11"E 388.72 feet to a 112" steel pin found at the southeast corner of the said McHugh 10.26 acre tract and a southwest or west corner of that 16.08 acre tract, a portion of the said W. A. Cook Survey No. 141 and the said Lewis Lindsey Survey No. 265, in Travis County, Texas, as described in a Warranty Deed to G. L. Vinson in Volume 6561, Page 242, Deed Records of Travis County, Texas, for an interior corner of the herein described tract;

THENCE with the west line of the said Vinson 16.08 acre tract and the east line of the said McHugh 10.26 acre tract, courses numbered 139 through 140 inclusive as follows:

(139) N 28°15'50" E 176.77 feet to a 1/2" steel pin found;

(140) N 22°33'24" W 990.27 feet to a 1/2" steel pin found at the northwest comer of the said Vinson 16.08 acre tract and a northeast comer of the said McHugh 10.26 acre tract, said 1/2" steel pin found being the southwest comer of that 12.28 acre tract, a portion of the said Lewis Lindsey Survey No. 265, in Travis County, Texas, as described in a Warranty Deed to Charles D. Van Cleave and wife, Gloria J. Van Cleave in Volume 3483, Page 1915, Deed Records of Travis County, Texas, for a northwest comer of the herein described tract;

THENCE with the north line of the said Vinson 16.08 acre tract and the south line of the said Van Cleave 12.28 acre tract, courses numbered 141through 143 inclusive as follows:

(141) S 60°43'10" E 10.08 feet to a 112" steel pin found;

(142) S 62°17'30" E 243.12 feet to a 1/2" steel pin found;

(143) S 66°41'16" E 892.77 feet to a 1/2" steel pin found in a west line of a private road, locally known as Drapers Cove and in a west line of the said Vinson 278.36 acre tract of land, save and except

19.27 acres of land, said 1/2" steel pin found being the northeast comer of the said Vinson 16.08 acre tract and the southeast comer of the said Van Cleave 12.28 acre tract, for an interior corner of the herein described tract;

THENCE with the west, southwest and south line of Drapers Cove and a west, southwest and south line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and being also with the east, northeast and north line of the said Van Cleave 12.28 acre tract, courses numbered 144 through 149 inclusive as follows;

(144) N 3°51'52" E 360.05 feet to a 1/2" steel pin found;
(145) N 3°57'18" W 99.86 feet to a 1/2" steel pin found;
(146) N 32°37'26" W 99.98 feet to a 1/2" steel pin found;
(147) N 58°16'12" W 229.98 feet to a 1/2" steel pin found;
(148) N 64°47'35" W 359.96 feet to a 1/2" steel pin found;
(149) N 58°26'35" W 64.23 feet to a 1/2" steel pin with plastic cap set in asphalt for a southwest comer of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and a southeast comer of that unplatted tract of land, a portion of the said Lewis Lindsey Survey No. 265 and the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Other and conveyed in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas, for a southwest comer of the herein described tract;

THENCE with the west line of Drapers Cove and the west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and being also along or near the unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas, courses numbered 150 through 152 inclusive as follows:

(150) N 15°13'35" W 8.15 feet to a 1/2" steel pin found;
(151) N 15°22'02"W 46.75 feet to a 1/2" steel pin found;
(152) N 7°16'06"E 37.39 feet to a 1/2" steel pin found near comer offence at an angle point in the west line of Drapers Cove and at an angle point in the west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, said 1/2" steel pin found being also in or near the east line of the unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas;

THENCE with the west line of Drapers Cove and crossing the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and being also along or near the east line of the unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas, courses numbered 153 through 154 inclusive as follows:

(153) N 27°22'59"E 41.77 feet to a 1/2" steel pin with plastic cap set near corner of fence;
(154) N 44°25'04"E 255.79 feet to a 1/2" steel pin found near comer offence in the west line of Drapers Cove and at an angle point in the west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, said 1/2" steel pin found being also in or near the east line of the unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas;

THENCE with the west line of Drapers Cove and the west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and being also along or near the unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas, courses numbered 155 through 175 inclusive as follows:

(155) N 42°31'20" E 71.53 feet to a 112" steel pin found;

(156) N 30°29'16" E 138.99 feet to a 3/4" steel pin found;
(157) N 23°45'46" E 31.51 feet to a 3/4" steel pin found;
(158) N 9°35'18"E 66.85 feet to a 3/4" steel pin found;
(159) N 0°26'11" E 77.65 feet to a 3/4" steel pin found;
(160) N 12°19'05" W 48.11 feet to a 1/2" steel pin found;
(161) N 20°19'58"W 53.72 feet to a 1/2" steel pin found;
(162) N 25°57'16"W 142.29 feet to a mag nail in concrete found;
(163) N 30°27'22"W 168.99 feet to a 1/2" steel pin found;
(164) N 9°59'50" W 46.13 feet to a 1/2" steel pin found;
(165) N 12°16'16"E 53.36 feet to a 1/2" steel pin found;
(166) N 33°12'28" E 86.45 feet to a 112" steel pin found;
(167) N 39°14'08" E 61.65 feet to a 1/2" steel pin found;
(168) N 46°15'39" E 125.89 feet to a 1/2" steel pin found;
(169) N 49°18'43" E 172.95 feet to a 1/2" steel pin found;
(170) N 40°09'23"E 67.97 feet to a 1/2" steel pin found;
(171) N 35°08'07'' E 76.10 feet to a 1/2" steel pin found;
(172) N 30°26'05" E 75.81 feet to a 1/2" steel pin found;
(173) N 22°03'18" E 54.10 feet to a 1/2" steel pin found;
(174) N 16°46'39" E 441.15 feet to a 1/2" steel pin found;
(175) N 1°34'56"W 35.01 feet to a 1/2" steel pin with plastic cap set in or near the east line of that 4.349 acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Substitute Trustee's Deed to Hugh Beadles in Volume 13019, Page 990, Real Property Records of Travis County, Texas, for the northwest comer of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, said 1/2" steel pin with plastic cap set being at or near the north comer of the said unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas, for the northwest comer of the herein described tract;

THENCE crossing Drapers Cove with the north line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and with the south line of that 2.399 acre tract of land, a portion of the said W. A Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed to Robert S. Blackburn and Ruth S. Blackburn, Trustees in Document No. 2002024812, Official Public Records of Travis County, Texas, and being also with the south line of that 1.055 acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed to the Christian Science Society in Volume 9086, Page 678, Real Property Records of Travis County, Texas, courses numbered 176 through 179 inclusive as follows:

(176) N 86°39'51"E 156.01 feet to a PK nail found in top of a wood fence post;
(177) S 61°15'09" E 485.79 feet to a 1/2" steel pin with plastic cap found (RPLS 1847);
(178) S 63°02'26" E 51.54 feet to a 1/2" steel pin found at the southeast comer of the said Blackburn 2.399 acre tract and at the southwest comer of the said Christian Science Society 1.055 acre tract;
(179) S 62°57'16" E 241.25 feet to a 1/2" steel pin found at the southeast comer of the said Christian Science Society 1.055 acre tract and at the southwest comer of that 2.036 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Special Warranty Deed to G. L. Vinson in Volume 12717, Page 693, Real Property Records of Travis County, Texas, for an interior comer of the herein described tract;

(180) THENCE with the west line of the said Vinson 2.036 acre tract and with the east line of the said Christian Science Society 1.055 acre tract, N 31°28'45"E 196.07 feet to a 1/2" steel pin found in the south line of Boggy Ford Road at the northwest corner of the said Vinson 2.036 acre tract and the

northeast corner of the said Christian Science Society 1.055 acre tract, for a northwest corner of the herein described tract;

THENCE with south and southwest line of Boggy Ford Road and with the north and northeast line of the said Vinson 2.035 acre tract, courses numbered 181 through 182 inclusive as follows:

(181) S 65°33'05"E 316.18 feet to a 1/2" steel pin with plastic cap set at point of curve;
(182) with a curve to the right, an arc distance of 175.77 feet, said curve having a radius of 291.06 feet, a central angle of34°36'02" and a chord of which bears S 48°15'27" E 173:11 feet to a 1/2" steel pin found at the east corner of the said Vinson 2.035 acre tract and the north corner of that 1.00 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a General Warranty Deed to Travis Oaks Baptist Church in Volume 4788, Page 1033, Deed Records of Travis County, Texas, for an east corner of the herein described tract;

(183) THENCE with the south line of the said Vinson 2.035 acre tract and the north line of the said Travis Oaks Baptist Church 1.00 acre tract, S 63°09'53"W 205.60 feet to a 1/2" steel pin with plastic cap set in a north line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land for the southeast corner of the said Vinson 2.035 acre tract and the west corner of the said Travis Oaks Baptist Church 1.00 acre tract, said a 1/2" steel pin with plastic cap set being also set for the north comer of that 1.712 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed to Travis Oaks Baptist Church in Document No. 2000050175, Official Public Records of Travis County, Texas, and the northwest comer of that 2.00 acre tract of land, a portion of the said W. A Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to Travis Oaks Baptist Church in Volume 9007, Page 882, Real Property Records of Travis County, Texas;

(184) THENCE with the north line of the said Travis Oaks Baptist Church 1.712 acre tract, S 63°01'58" W 464.04 feet to a 1/2" steel pin found at the west comer of the said 1.712 acre tract, for an interior comer of the herein described tract;

THENCE with the south line of the said Travis Oaks Baptist Church 1.712 acre tract and the south line of the said Travis Oaks Baptist Church 2.000 acre tract, courses numbered 185 through 186 inclusive as follows:

(185) S 57°24'26" E 373.77 feet to a 1/2" steel pin found at the southeast corner of the said Travis Oaks 1.712 acre tract and the southwest comer of the said Travis Oaks 2.000 acre tract;
(186) S 57°24'03" E 160.48 feet to a 1/2" steel pin with plastic cap set for the northwest comer of a 2.000 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed to Susan Montana in Document No. 2006113603, Official Public Records of Travis County, Texas, for a northeast corner of the herein described tract;

THENCE with the west and southwest line of the said Montana 2.000 acre tract, courses numbered 187 through 191 inclusive as follows:

(187) S 35°12'33"W 181.07 feet to a 1/2" steel pin with plastic cap set;
(188) S 21°39'36" W 154.09 feet to a 1/2" steel pin with plastic cap set;
(189) S 11°48'20" E 85.36 feet to a 1/2" steel pin with plastic cap set;
(190) S 33°00'20" E 72.52 feet to a 1/2" steel pin with plastic cap set in rock;
(191) S 53°37'26"E 260.49 feet to a I/2" steel pin with plastic cap set in the west line of that 1.479 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Tract 1 and described in a Warranty Deed to Jack Montana and wife, Susan Koerner in Document No. I999084833, Official Public Records of Travis County, Texas;

THENCE with the west line of the said Montana Tract I of 1.479 acres and the west line of that 0.400 of one acre of land, a portion of the said W. A Cook Survey No. 100, in Travis County, Texas, designated as Tract I and described in a Warranty Deed to Michael Brasel and Kathleen Brasel in Document No. 2004038445, Official Public Records of Travis County, Texas, courses numbered 192 through 193 inclusive as follows:

(192) S 23°25'28"E 145.00 feet to a 1/2" steel pin with plastic cap found (West 4188) at the southwest corner of the said Montana Tract 1 of 1.479 acres and the northwest comer of the said Brasel Tract I of0.400 of one acre;

(193) S 34°32'32" E 217.75 feet to a cotton gin spindle found at the southwest corner of the said Brasel Tract 1 of 0.400 of one acre, for an interior corner of the herein described tract;

(194) THENCE with the south line of the said Brasel Tract 1 of 0.400 of one acre, N 55°26'29" E 80.15 feet to a 1/2" steel pin found at the southeast corner of the said Brasel Tract 1 of 0.400 of one acre and the southwest corner of that 0.500 of one acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Tract 1 and described in a General Warranty Deed to Michael D. Brasel and spouse, Kathleen D. Brasel in Volume 11866, Page 1344, Real Property Records of Travis County, Texas, and being also the west corner of that 0.099 of one acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Tract 2 and described in said Warranty Deed to Brasel in Document No. 2004038445, Official Public Records of Travis County, Texas;

(195) THENCE with the south line of the said Brasel Tract 2 of0.099 of one acre, S 83°35'51"E 132.11 feet to a 1/2" steel pin found at the southeast corner of the said Brasel Tract 2 of 0.099 of one acre, for an interior corner of the herein described tract;

THENCE with the east line of the said Brasel Tract 2 of 0.099 of one acre and the east line of the said Brasel Tract 1 of 0.500 of one acre, and being also with the east line of the said Montana Tract I of 1.479 acres and the east line of that 1.142 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Tract 1 and described in a Warranty Deed to Jack L. Koerner (Montana) and wife, Susan Koerner in Volume 11798, Page 1397, Real Property Records of Travis County, Texas, courses numbered 196 through 199 inclusive as follows:

(196) N 34°31'57" W 86.57 feet to a 1/2" steel pin with plastic cap found (West 4188) at the northeast comer of the said Brasel Tract 2 of 0.099 of one acre and the southeast corner of the said Brasel Tract 1 of 0.500 of one acre;

(197) N 34°29'31"W 343.45 feet to a 1/2" steel pin found at an angle point in the east line of the said Montana Tract 1 of 1.479 acres;

(198) N 13°14'52"E 187.34 feet to a 1/2" steel pin found at northeast comer of the said Montana Tract 1 of 1.479 acres and the southeast comer of the said Koerner Tract 1 of 1.142 acres;

(199) N 13°20'20"E 137.24 feet to a 1" iron pipe found at the northeast comer of the said Koerner Tract 1 of 1.142 acres and the southeast comer of that 0.986 of one acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed to Travis Oaks Baptist Church in Volume 12105, Page 295, Real Property Records of Travis County, Texas;

THENCE with the east line of the said Travis Oaks Baptist Church 0.986 of one acre tract and the east line of that 0.945 of one acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Deed of Gift to Travis Oaks Baptist Church in Volume 4649, Page 1788, Deed Records of Travis County, Texas, and being also with a west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, courses numbered 200 through 201 inclusive as follows:

(200) N 13°34'51"E 217.53 feet to a 1/2" steel pin with plastic cap set at the northeast comer of

the said Travis Oaks Baptist Church 0.986 of one acre tract and the southeast comer of the said Travis Oaks Baptist Church 0.945 of one acre tract, said 1" iron pipe found being also an interior -comer of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land;

(201) N 13°32'39" E 208.70 feet to a 1/2" steel pin set (no plastic cap) for the northeast comer of the said Travis Oaks Baptist Church 0.945 of one acre tract and the southeast comer of that 1.00 acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a General Warranty Deed to Travis Oaks Baptist Church in Volume 4788, Page 1033, Deed Records of Travis County, Texas, said 1/2" steel pin set (no plastic cap) being also set for a northwest corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and the southwest corner of that 0.018 of one acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Special Warranty Deed to G. L. Vinson in Volume 10321, Page 422, Real Property Records of Travis County, Texas;

(202) THENCE with the east line of the said Travis Oaks Baptist Church 1.00 acre tract and the west line of the said Vinson 0.018 of one acre tract, N 13°32'39" E 30.72 feet to a cotton gin spindle set in asphalt in the curving south line of Boggy Ford Road for the northeast comer of the said Travis Oaks Baptist Church 1.00 acre tract and the northwest comer of the said Vinson 0.018 of one acre tract, for a northwest corner of the herein described tract;

THENCE with the south line of Boggy Ford Road and the north line of the said Vinson 0.018 of one acre tract and with the north line of the said Vinson 2.393 acre tract, courses numbered 203 through 208 inclusive as follows:

(203) with a curve to the left, an arc distance of26.25 feet, said curve having a radius of 510.06 feet, a central angle of 2°56'56" and a chord of which bears S 60°52'15" E 26.25 feet to a 1/2" steel pin with plastic cap set for the northeast corner of the said Vinson 0.018 of one acre tract and the northwest corner of the said Vinson 2.393 acre tract;

(204) with a curve to the left, an arc distance of 135.29 feet, said curve having a radius of 510.06 feet, a central angle of 15°11'49" and a chord of which bears S 69°56'38" E 134.89 feet to a 60d nail set in top of a wood fence post at point of tangency;

(205) S 76°43'38" E 226.75 feet to a 1/2" steel pin with plastic cap set;

(206) S 72°05'38" E 746.24 feet to a 1/2" steel pin found;

(207) S 69°16'12" E 112.32 feet to a 1/2"steel pin with plastic cap set at point of curve;

(208) with a curve to the left, an arc distance of 109.03 feet, said curve having a radius of 348.81 feet, a central angle of 17°54'31" and a chord of which bears S 78°10'37" E 108.58 feet to the POINT OF BEGINNING of the herein described tract, containing 286.85 acres of land, more of less, SAVE AND EXCEPT the following tracts of land located within the boundaries of the above 286.85 acre metes and bounds description: 2.504 acres and 2.899 acres as described in the accompanying metes and bounds descriptions, leaving 281.45 acres of land, more or less.

Note: The plastic caps on the 1/2" steel pins set are inscribed with "M & S 1838."

DESCRIPTION FOR 2.504 ACRES - SAVE AND EXCEPT TRACT

METES AND BOUNDS DESCRIPTION OF A SURVEY OF 2.504 ACRES OF LAND, A PORTION OF THE W. A. COOK SURVEY NO. 141, ABSTRACT NO. 2587, AND A PORTION OF THE C. E. P. I. & M. CO. SURVEY NO. 173, ABSTRACT NO. 2191, BOTH BEING IN TRAVIS COUNTY, TEXAS, SAID 2.504 ACRES OF LAND BEING ALL OR A PORTION OF THE FOLLOWING TRACTS OF LAND, ALL BEING INTRAVIS COUNTY, TEXAS: , BEING ALL OF THAT 18,184 SQUARE FOOT TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN

A WARRANTY DEED TO RUTH OLIVER IN VOLUME 7727, PAGE 752, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.34 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEY NO. 173, AS DESCRIBED IN AWARRANTY DEED TO CAROL LOU TREAT IN VOLUME 4892, PAGE 260, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.34 OF ONE ACRE TRACT, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141 AND A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEY NO. 173, AS CONVEYED IN A WARRANTY DEED TO MARK T. ALGER IN DOCUMENT NO. 2001126699, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.415 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID C. E. P.I. & M. CO. SURVEY NO. 173, AS CONVEYED IN A ONE-HALF INTEREST GIFT DEED TO VERNON G. HAFERNIK IN DOCUMENT NO. 2001171314, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.397 OF ONE ACRE OF LAND, A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEY NO. 173, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO JEROME URBANEK IN DOCUMENT NO. 1999050669, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; AND BEING A PORTION OF THAT TRACT OF LAND CALLED TO BE 278.36 ACRES, SAVE AND EXCEPT 19.27 ACRES OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND OTHERS, DESIGNATED AS TRACT 1 AND DESCRIBED IN AWARRANTY DEED TO G. L. VINSON IN VOLUME 5554, PAGE 1469, DEED RECORDS OF TRAVIS COUNTY, TEXAS, AS SURVEYED FOR G. L. VINSON AND REVISED FOR TRAVIS MEADOW, LP BY METCALFE & SANDERS, INC., LAND SURVEYORS, 4800 SOUTH CONGRESS AVENUE, AUSTIN, TEXAS, SAID 2.504 OF ONE ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 5/8" steel pin found in the east line of a private street, locally known as Treat Trail, at the southwest comer of that 0.34 of one acre tract, a portion of the W. A. Cook Survey No. 141, Abstract No. 2587 and a portion of the said C. E. P. I. & M. Co. Survey No. 173, Abstract No. 2191, in Travis County, Texas, as described in a Warranty Deed to Carol Lou Treat in Volume 4892, Page 260, Deed Records of Travis County, Texas, for the POINT OF BEGINNING for an interior corner of the herein described tract, and from which 5/8" steel pin found, a 1/2" steel pin found at an angle point in Treat Trail at the southeast corner of that 18,184 square foot tract of land, a portion of the said W. A. Cook Survey No. 141, as described in a Warranty Deed to Ruth Oliver in Volume 7727, Page 752, Deed Records of Travis County, Texas, bears N 87°20'53" W 60.73 feet;

(1) THENCE crossing Treat Trail and a portion of that tract of land called to be 278.36 acres, save and except 19.27 acres of land, a portion of the said W. A. Cook Survey No. 141, and others, designated as Tract 1 and described in a Warranty Deed to G. L. Vinson in Volume 5554, Page 1469, Deed Records of Travis County, Texas, S 2°15'09" E 31.24 feet to a calculated point in a south line of the said Vinson 278.36 acres, save and except 19.27 acres of land and in the north line of that 12.611 acre tract of land, a portion of the Malinda Settle Survey No. 49, Abstract No. 2126, in Travis County, Texas, as described in a Special Warranty Deed to G. L. Vinson in Volume 11949, Page 88, Real Property Records of Travis County, Texas, said calculated point being in or near the south line of the said W. A. Cook Survey No. 141 and the north line of the said Malinda Settle Survey No. 49, for a southeast corner of the herein described tract;

(2) THENCE with the south line of Treat Trail and a south line of the said Vinson 278.36 acres, save and except 19.27 acres of land, and being also with the north line of the said Vinson 12.611 acre tract and being along or near the south line of the said W. A. Cook Survey No. 141 and the north line of the said Malinda Settle Survey No. 49, S 87°44'51"W 229.80 feet to a calculated point, for the southwest corner of the herein described tract;

(3) THENCE crossing Treat Trail with the southerly extension of the west line of the said Oliver 18,184 square foot tract of land and also crossing a portion of the said Vinson 278.36 acres, save and except 19.27 acres of land, N 30°25'48"E 35.56 feet to a 1/2" steel pin found at the intersection of the north line of Treat Trail and the east line of private street, locally known as Drapers Cove, said 1/2" steel pin found being the southwest corner of the said Oliver 18,184 square foot tract;

(4) THENCE with the east line of Drapers Cove and the west line of the said Oliver 18,184 square foot tract, N 30°25'48" E 187.84 feet to a 1/2" steel pin found at the northwest corner of the said Oliver 18,184 square foot tract, for the most southerly northwest corner of the herein described tract, and from which 1/2" steel pin found, a 1/2" steel pin found at the southeast corner of that 1.462 acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in an Assumption Warranty Deed With Vendor's Lien to Michael K. Temple and Marcia Temple in Volume 10505, Page 588, Real Property Records of Travis County, Texas, bears N 62°55'35"W 86.37 feet;

(5) THENCE with the north line of the said Oliver 18,184 square foot tract, S 56°46'12"E 127.22 feet to a 1/2" steel pin found in the west line of Treat Trail at the northeast corner of the said Oliver 18,184 square foot tract, for an interior comer of the herein described tract;

THENCE crossing a portion of the said Vinson 278.36 acres, save and except 19.27 acres of land and being along or near the west line of Treat Trail, courses numbered 6 through 8 inclusive as follows:

(6) N 25°38'44" E 148.00 feet to a 1/2" steel pin found;
(7) N 24°20'53" E 107.77 feet to a calculated point;
(8) N 19°43'42" E 95.35 feet to a calculated point at the intersection of the west line of Treat Trail with the westerly prolongation of the north line of that 0.397 of one acre tract, a portion of the said C. E. P. I. & M. Co. Survey No. 173, in Travis County, Texas, as conveyed in a Warranty Deed With Vendor's Lien to Jerome Urbanek in Document No. 1999050669, Official Public Records of Travis County, Texas, and the westerly prolongation of the south line of that 0.413 of one acre tract, a portion of the said C. E. P. I. & M. Co. Survey No. 173, in Travis County, Texas, as described in a Warranty Deed to George L. Vinson and wife, Jean Vinson in Volume 2714, Page 315, Deed Records of Travis County, Texas, for the most northerly northwest comer of the herein described tract;

(9) THENCE crossing Treat Trail with the westerly prolongation of the north line of the said Urbanek 0.397 of one acre tract and the westerly prolongation of the said Vinson 0.413 of one acre tract, N 88°16'47"E 32.23 feet to a 1/2" iron pipe found in the east line of Treat Trail at the northwest comer of the said Urbanek 0.397 of one acre tract and the southwest comer of the said Vinson 0.413 of one acre tract;

(10) THENCE with the north line of the said Urbanek 0.397 of one acre tract and the south line of the said Vinson 0.413 of one acre tract, N 88°16'4T'E 167.26 feet to a 1/2" steel pin found at the northeast comer of the said Urbanek 0.397 of one acre tract and the southeast corner of the said Vinson 0.413 of one acre tract, for the northeast corner of the herein described tract;

THENCE with the east line of the said Urbanek 0.397 of one acre tract and the east line of that 0.415 of one acre tract, a portion of the said C. E. P. I. & M. Co. Survey No. 173, in Travis County, Texas, as conveyed in a One-Half Interest Gift Deed to Vernon G. Hafemik in Document No. 2001171314, Official Public Records of Travis County, Texas, and being also with the east line of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141 and a portion of the said C. E. P. I. & M. Co. Survey No. 173, in Travis County, Texas, as conveyed in a Warranty Deed to Mark T. Alger in Document No. 2001126699, Official Public Records of Travis County, Texas, and the east line of the said Treat 0.34 of one acre tract, courses numbered 11 through 14 inclusive as follows:

(11) S 14°18'30"W 104.29 feet to a 5/8" steel pin found at the southeast comer of the said Urbanek 0.397 of one acre tract and the northeast comer of the said Hafernik 0.415 of one acre tract;

(12) S 21°56'55"W 108.72 feet to a 5/8" steel pin found at the southeast comer of the said Hafemik 0.415 of one acre tract and the northeast corner of the said Alger 0.34 of one acre tract;

(13) S 28°38'34"W 115.84 feet to a 5/8" steel pin found at the southeast comer of the said Alger 0.34 of one acre tract and the northeast corner of the said Treat 0.34 of one acre tract;

(14) S 29°40'52" W 117.63 feet to a 5/8" steel pin found at the southeast corner of the said Treat 0.34 of one acre tract, for the most easterly southeast comer of the herein described tract;

(15) THENCE with the south line of the said Treat 0.34 of one acre tract, S 88°23'07" W 151.13 feet to the POINT OF BEGINNING of the herein described tract, containing 2.504 acres of land.

DESCRIPTION FOR 2.899 ACRES - SAVE AND EXCEPT TRACT

METES AND BOUNDS DESCRIPTION OF A SURVEY OF 2.899 ACRES OF LAND, A PORTION OF THEW. A. COOK SURVEY NO. 141, ABSTRACT NO. 2587, IN TRAVIS COUNTY, TEXAS, SAID 2.899 ACRES OF LAND BEING A PORTION OF THE FOLLOWING TRACTS OF LAND, ALL BEING IN TRAVIS COUNTY, TEXAS: BEING ALL OF THAT 0.30 OF ONE ACRE TRACT OF LAND DESIGNATED AS TRACT 1 AND ALL OF THAT 0.29 OF ONE ACRE TRACT OF LAND DESIGNATED AS TRACT 2, BOTH BEING A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND BOTH BEING DESCRIBED IN A WARRANTY DEED TO KATHERAN ACMORSONI IN VOLUME 11592, PAGE 982, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO DAVID N. McCREA AND WIFE, ARLIS J. McCREA IN VOLUME 5257, PAGE 1283, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.36 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO THERESA S. WILSON IN VOLUME 6802, PAGE 41, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING A PORTION OF THAT 0.37 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS CONVEYED IN A SPECIAL WARRANTY DEED TO ANN MARIE ST. MARTIN IN VOLUME 11225, PAGE 885, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.03 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN DEED TO PATRICK G. ST. MARTIN AND WIFE ANN M. ST. MARTIN IN VOLUME 10270,PAGE 851, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.32 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN GENERAL WARRANTY DEED WITH VENDOR'S LIEN IN FAVOR OF THIRD PARTY TO JOSPEH K. MOXLEY IN VOLUME 13360, PAGE 528, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.36 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO JOSEPH K. MOXLEY IN DOCUMENT NO. 2003029501, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; AND BEING ALL OF THAT 0.296 OF ONE ACRE TRACT OF LAND DESIGNATED AS FIRST TRACT AND ALL OF THAT 0.282 OF ONE ACRE TRACT OF LAND DESIGNATED AS SECOND TRACT, BOTH BEING A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND BOTH BEING DESCRIBED IN A WARRANTY DEED TO TRAVIS DUNCAN AND SPOUSE, NIKKI DUNCAN IN DOCUMENT NO. 2003203432, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; AS SURVEYED FOR G. L. VINSON AND REVISED FOR TRAVIS MEADOW, LP BY METCALFE & SANDERS, INC., LAND SURVEYORS, 4800 SOUTH CONGRESS AVENUE, AUSTIN, TEXAS, SAID 2.899 ACRES OF LAND BEING MORE

PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 1/2" steel pin found at an angle point in a north line of a private street, locally known as Drapers Cove, at the southeast corner of that 0.29 of one acre tract, a portion of the W. A. Cook Survey No. 141, Abstract No. 2587, in Travis County, Texas, designated as Tract 2 and described in a Warranty Deed to Katheran Acmorsoni in Volume 11592, Page 982, Real Property Records of Travis County, Texas, for the POINT OF BEGINNING and most easterly southeast corner of the herein described tract, and from which 1/2" steel pin found, a 1/2" steel pin found at the intersection of the southeast line of Drapers Cove and the north line of a private street, locally known as Treat Trail, at the southwest comer of that 18,184 square foot tract of land, a portion of the W. A. Cook Survey No. 141, Abstract No. 2587, in Travis County, Texas, as described in a Warranty Deed to Ruth Oliver in Volume 7727, Page 752, Deed Records of Travis County, Texas, bears S 81°46'41"E 119.70 feet;

(1) THENCE with the north line of Drapers Cove and the south line of the said Acmorsoni Tract 2 of0.29 of one acre of land and with the south line of that 0.30 of one acre tract, a portion of the said W. A. Cook Survey No. 141, Abstract No. 2587, in Travis County, Texas, designated as Tract 1 and described in said Warranty Deed to Katheran Acmorsoni in Volume 11592, Page 982, Real Property Records of Travis County, Texas, and being also with the south line of that tract of land, a portion of the said W. A. Cook Survey No. 141, Abstract No. 2587, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to David N. McCrea and wife, Arlis J. McCrea in Volume 5257, Page 1283, Deed Records of Travis County, Texas, S 87°57'47" W 299.23 feet to a 1/2" steel pin with plastic cap set in the east line of that 0.36 of one acre tract, a portion of the said W. A. Cook Survey No. 141, Abstract No. 2587, in Travis County, Texas, as described in a Warranty Deed to Theresa S. Wilson in Volume 6802, Page 41, Deed Records of Travis County, Texas, for an angle point in the north line of Drapers Cove, for the southwest comer of the said McCrea tract of land, and for an interior corner of the herein described tract;

(2) THENCE with a line of Drapers Cove and the east line of the said Wilson 0.36 of one acre tract, S 1°59'59"E 20.00 feet to a 1/2" steel pin found at an angle point in the north line of Drapers Cove and at the occupied southeast corner of the said Wilson 0.36 of one acre tract, for a southeast comer of the herein described tract;

(3) THENCE with the north line of Drapers Cove and the south line of the said Wilson 0.36 of one acre tract as occupied on the ground, courses numbered 3 through 4 inclusive as follows:

(4) S 89°20'22"W 79.47 feet to a hilti nail set in rock found;

(5) N 85°14'22"W 37.84 feet to a 1/2" steel pin found in concrete at an angle point in the north line of Drapers Cove and at the southwest corner of the said Wilson 0.36 of one acre tract, for a southwest corner of the herein described tract;

(6) THENCE with a line of Drapers Cove and the west line of the said Wilson 0.36 of one acre tract, N 5°38'51" E 11.96 feet to a 1/2" steel pin with plastic cap set for an angle point in the north line of Drapers Cove and the southeast corner of that 0.37 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as conveyed in that Special Warranty Deed to Ann Marie St. Martin in Volume 11225, Page 885, Real Property Records of Travis County, Texas, for an interior corner of the herein described tract;

THENCE with the north, northeast and east line of Drapers Cove and with the south, southwest and west line of the said Ann Marie St. Martin 0.37 of one acre tract and being also with the west line of that 0.32 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as

conveyed in that General Warranty Deed With Vendor's Lien in Favor of Third Party to Joseph K. Moxley in Volume 13360, Page 528, Real Property Records of Travis County, Texas, and being also with the west line of that 0.36 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in that Warranty Deed With Vendor's Lien to Joseph K. Moxley in Document No. 2003029501, Official Public Records of Travis County, Texas, courses numbered 6 through 12 inclusive as follows:

(6) S 86°51'15" W 36.50 feet to a 5/8" steel pin found, and from which 5/8" steel pin found, a 3/4" iron pipe found in concrete in the south line of Drapers Cove and in the north line of that 12.611 acre tract, a portion of the said Malinda Settle Survey No. 49, as described in a Special Warranty Deed to G. L. Vinson in Volume 11919, Page 88, Real Property Records of Travis County, Texas, and being also in or near the south line of the said W. A. Cook Survey No. 141 and the north line of the said Malinda Settle Survey No. 49, bears S 40°18'53"W 69.15 feet;

(7) N 47°40'45" W 59.52 feet to a 1/2" steel pin found in rock;

(8) N 37°59'26"W 32.41 feet to a 1/2" steel pin with plastic cap set;

(9) N 34°34'18"W 62.74 feet to a 1/2" steel pin found in the west line of the said Moxley 0.32 of one acre tract;

(10) N 27°02'45" W 61.96 feet to a 1/2" steel pin found;

(11) N 23°52'32" W 24.66 feet to a 1/2" steel pin found at the west or northwest corner of the said Moxley 0.32 of one acre tract and the southwest or south corner of the said Moxley 0.36 of one acre tract;

(12) N 36°08'40" W 59.68 feet to 112" steel pin found at the west or southwest corner of the said Moxley 0.36 of one acre and the south or southeast comer of that 0.296 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as First Tract and described in a Warranty Deed to Travis Duncan and spouse, Nikki Duncan in Document No. 2003203432, Official Public Records of Travis County, Texas;

THENCE with the north line of Drapers Cove and the south line of the said Duncan First Tract of0.296 of one acre and being also with the south line of that 0.282 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as Second Tract and described in said Warranty Deed to Travis Duncan and spouse, Nikki Duncan in Document No. 2003203432, Official Public Records of Travis County, Texas, courses numbered 13 through 14 inclusive as follows:

(13) N 70°18'29" W 144.77 feet to a 1/2" steel pin found;

(14) N 63°41'32"W 34.74 feet to a 1/2" steel pin found at the southwest corner of the said Duncan Second Tract of 0.282 of one acre, for the most westerly southwest corner of the herein described tract;

(15) THENCE with the west line of the said Duncan Second Tract of 0.282 of one acre, N 26°35'08" E 129.88 feet to a hilti nail found set in rock at the northwest corner of the said Duncan Second Tract of0.282 of one acre, for the northwest corner of the herein described tract;

THENCE with the north line of the said Duncan Second Tract of0.282 of one acre and the north line of the said Duncan First Tract of0.296 of one acre, courses numbered 16 through 17 inclusive as follows:

(16) S 76°33'10" E 89.67 feet to a 3/8" steel pin found at the northeast corner of the said Duncan Second Tract of0.282 of one acre and the northwest corner of the said Duncan First Tract of 0.296 of one acre;

(17) S 76°51'39"E 86.61 feet to a 1/2" steel pin found at the northeast corner of the said Duncan First Tract of 0.296 of one acre and the northwest or north corner of the said Moxley 0.36 of one acre tract;

THENCE with the northeast and east line of the said Moxley 0.36 of one acre tract and the east line of the said Moxley 0.32 of one acre tract, courses numbered 18 through 22 inclusive as follows:

(18) S 52°51'17" E 73.98 feet to a 1/2' steel pin found;
(19) S 39°20'17" E 24.61 feet to a 1/2" steel pin with plastic cap set;
(20) S 26°19'35"E 50.05 feet to a 1/2" steel pin found at the east or southeast comer of the said Moxley 0.36 of one acre tract and the northeast corner of the said Moxley 0.32 of one acre tract;
(21) S 20°27'58"E 60.43 feet to a cotton gin spindle found;
(22) S 27°31'15"E 15.02 feet to a 1/2" steel pin found at the southeast corner of the said Moxley 0.32 of one acre tract and the north or northeast corner of that 0.03 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a deed to Patrick G. St. Martin and wife, Ann M. St. Martin in Volume 10270, Page 851, Real Property Records of Travis County, Texas;

THENCE with the east line of the said St. Martin 0.03 of one acre tract and the east and northeast line of the said Ann Marie St. Martin 0.37 of one acre tract, courses numbered 23 through 24 inclusive as follows:

(23) S 27°19'51" E 32.44 feet to a 112" steel pin found at the southeast corner of the said St. Martin 0.03 of one acre tract and the northeast corner of the said Ann Marie St. Martin 0.37 of one acre tract;
(24) S 43°26'50" E 32.34 feet to a 1/2" steel pin found at the northeast corner of the said Ann Marie St. Martin 0.37 of one acre tract and the northwest corner of the said Wilson 0.36 of one acre tract;

THENCE with the north line of the said Wilson 0.36 of one acre tract and the north line of the said McCrea tract of land, and being also with the north line of the said Acmorsoni Tract 1 of 0.30 of one acre and being also with the north line of the said Acmorsoni Tract 2 of 0.29 of one acre, courses numbered 25 through 28 inclusive as follows:

(25) S 73°25'35" E 32.24 feet to a 112" steel pin with plastic cap set;
(26) S 89°55'40" E 64.83 feet to a 1/2" steel pin found at the northeast corner of the said Wilson 0.36 of one acre tract and the northwest corner of the said McCrea tract of land;
(27) S 89°59'25" E 99.86 feet to a 1/2" steel pin found at the northeast corner of the said McCrea tract of land and the northwest comer of the said Acmorsoni Tract 1 of0.30 of one acre;
(28) S 89°47'42" E 200.20 feet to a 1/2" steel pin found at the northeast corner of the said Acmorsoni Tract 2 of 0.29 of one acre, for the northeast corner of the herein described tract of land;

(29) THENCE with the east line of the said Acmorsoni Tract 2 of0.29 of one acre, S 1°42'50" E 123.73 feet to the POINT OF BEGINNING of the herein described tract, containing 2.899 acres of land.

Note: The plastic caps on the 1/2" steel pins set are inscribed with "M & S 1838."

TRACT 2

Lot 2040 of the Highland Lake Estates, Section Two, according to the Map or Plat thereof recorded in Volume 54, Page 91 of the Plat Records of Travis County, Texas.

TRACT 3

A tract of land, being a combination of two tracts, Tract 1: being Lot 3048 of Highland Lake Estates, Section 3 a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 52, Page 99 of the Plat Records of Travis County, Texas; Tract 2: a 0.0217 Acre tract of land out of the W.A. Cook Survey, Abstract No. 2587, Travis County, Texas, being the same tracts recorded in the name of Hillel Asher Davis under Clerk's File No. 2012072239 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.), and being more particularly together described by metes and bounds as follows: (Bearings based on Volume 52, Page 99 of the Plat Records of Travis County, Texas)

BEGINNING at a 1/2 Inch iron rod with a "Precision" cap set on the easterly right-of-way line of Cooper Lane being the front or westerly common corner of Lots 3048 & 3049 and being the northwest corner of this tract (from which a 1/2 Inch iron rod found bears North 08° 43' 38" West, a distance of 111.93 Feet, form said 1/2 Inch iron rod found a cut "X" found bears North 25° 07' 00" West, a distance of 7.00 Feet, from said cut "X" found a second 1/2 Inch iron rod found bears North 25° 07' 00" West, a distance of 80.00 Feet, from said second 1/2 Inch iron rod found a third 1/2 Inch iron rod found bears North 25° 07' 00" West, a distance of 160.05 Feet, from said third 1/2 Inch iron rod found a fourth 1/2 Inch iron rod found bears North 25° 07' 00", a distance of 80.00 Feet)

THENCE, SOUTH 64° 02' 27" EAST (platted as South 64° 02' 27" East), with the southerly line of said Lot 3049, a distance of 131.22 Feet to a point at the easterly or rear common corner of said Lots 3048 & 3049 being a corner of this tract;

THENCE, SOUTH 64° 04' 13" EAST, with a northerly line of this tract, a distance of 12.86 Feet to a 1/2 Inch iron rod with a "Precision" cap set at the northeasterly corner of this tract;

THENCE, with the lines of a tract recorded in the name of Travis Meadow LP, under Clerk's File No. 2006125525TR of the R.P.R.T.C.T. the following two (2) courses:

1. SOUTH 23° 19' 25" WEST, a distance of 50.94 Feet to a point at a corner of this tract;

2. SOUTH 35° 23' 16" WEST, a distance of 43.66 Feet (called 43.56 Feet) to a 1/2 Inch iron rod with a "Precision" cap set at the southwesterly corner of this tract;

THENCE, NORTH 53° 22' 13" WEST, with a southerly line of this tract, a distance of 11.67 Feet to point at the easterly or rear common corner of Lots 3047 & 3048 at a corner of this tract;

THENCE, NORTH 53° 16' 00" WEST, with the northerly line of said Lot 3047, a distance of 120.02 Feet to a 1/2 Inch iron rod with a "Precision" cap set on the aforementioned easterly right-of-way line of Cooper Lane at the easterly or front common corner of said Lots 3047 & 3048 being the southwesterly corner of said Lots 3048 & 3049 being a corner of this tract from which a 1/2 Inch iron rod found bears South 32° 37' 14" West, a distance of 31.90 Feet;

THENCE, with said easterly right-of-way line, in a northeasterly direction with the arc of a curve to the left, having a radius of 198.34 Feet, and arc length of 70.43 Feet, a central angle of 20° 20' 44" and a chord bearing of NORTH 17° 50' 06" EAST, and a chord distance of 70.06 Feet to the POINT OF BEGINNING.

AGENDA ITEM NO. 8

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2025

SUBMITTED BY: Eric DeLaCruz, Finance

SUBJECT: Consider approval of **Resolution No. 25-2119**; 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 dispose of such property in a matter which is beneficial to the City of Lago Vista.

BACKGROUND: The Lago Vista Public Works Department is requesting that City Council approve the surplus of vehicles and equipment as indicated in Exhibit "A" which is attached.

The vehicles and equipment have been deemed obsolete, replaced, or currently not in use.

FINDINGS: The items have been set for auction on a public auction site (GovDeals.com) utilized by the City in the past.

FINANCIAL IMPACT: No budgetary impact.

ATTACHMENTS:
Resolution 25-2119_Surplus_Property_March 6.pdf

CITY OF LAGO VISTA, TEXAS

RESOLUTION NO. 25-2119

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 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 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 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 6th day of March 2025.

ATTEST: _____
Kevin Sullivan, Mayor

_____
Maria Franco, City Secretary TRMC

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

Exhibit A

Lago Vista, TX Surplus List

Description	Category	VIN/Serial	Condition
Ranger Tire Changer	Equipment	#01165	Works, but it needs minor repairs
Coats 1000 Tire Balancer	Equipment	#1310302676	Works, no issues
Backhoe Tires with Rims	Equipment	N/A	Working, we no longer have the Backhoe
Kohler Power System Generator	Equipment	N/A	Not working, for parts
Kawasaki Mule 3000	Equipment	#KA620G2G	Not working, unknown what is wrong with it
2011 Ford F-350	Vehicle	VIN # 1FDRF3G68CEB09181	Runs fine. Needs work
2011 Ford F-250 6.2	Vehicle	VIN: 1FTBF2A6XBEB91017	Run fine. Needs work
2012 Chevy 2500HD	Vehicle	VIN # 1GB0CVCGXCF155660	Runs fine, Cosmetic Damage
2016 Case Skid Loader Model 1840	Equipment	Serial# nec706679	Hydraulic Leak
2017 Case Skid Loader SR270	Equipment	Serial# JAFSR270HGM415460	WORKS

AGENDA ITEM NO. 9

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2025

SUBMITTED BY: Taylor Whichard, Public Works

SUBJECT: Consider approval of **Resolution No. 25-2120** adopting the FINAL VERSION of the Water Master Plan that was produced by Freese & Nichols.

BACKGROUND:

The City of Lago Vista's Water Master Plan is a comprehensive document that evaluates the current water system, projects future demands, and outlines necessary capital improvements to ensure reliable service for both current and future residents. This plan, developed by Freese and Nichols, Inc. (FNI), serves as a strategic roadmap for infrastructure investments that will accommodate anticipated growth while maintaining compliance with state and federal regulations.

The City currently provides water service to over **5,300 connections**, with projections estimating growth to **over 8,600 connections within the next 10 years** and **20,386 connections at full buildout**. To meet this demand, the Water Master Plan includes a Capital Improvement Plan (CIP) designed to phase in infrastructure projects to address capacity, reliability, and regulatory compliance in an efficient and cost-effective manner.

A DRAFT of this Water Master Plan was presented to Council at the February 6th meeting. The Water Master Plan being adopted has captured all of the recommended edits.

FINDINGS:

Key findings and recommendations from the Water Master Plan include:

- Projected Growth & Water Demand: The City's water

connections are expected to increase significantly, with projected water demand rising from 1.79 million gallons per day (MGD) in 2023 to 6.79 MGD at buildout. The plan emphasizes the need for strategic system expansions to accommodate this growth.

- Water System Overview: The City's existing water system consists of 144 miles of water mains, 8 pressure planes, 2 elevated storage tanks, 1 standpipe, 7 booster pump stations, 9 ground storage tanks, and two water treatment plants (WTPs). Both WTPs currently have a combined treatment capacity of 4.0 MGD, which will require expansion to meet future demands.

- Storage & Pumping Needs:

    - Additional elevated storage capacity will be required, with a minimum of 200 gallons per connection needed to maintain system reliability.
    - Ground storage expansion is recommended to meet six-hour maximum day demand storage requirements for each pressure zone.
    - High-service pumping upgrades will be needed to achieve 125% of maximum day demand across all pressure planes.

- Hydraulic Modeling & Fire Flow Improvements:

    - System deficiencies were identified through hydraulic modeling, highlighting the need for new transmission mains, storage expansions, and pump upgrades.
    - Fire flow capacity improvements will be necessary, particularly in newly developing areas, to ensure compliance with the International Fire Code (IFC).

- Capital Improvement Plan (CIP):
  The Water Master Plan outlines a phased CIP implementation to address system needs in three stages: 5-year, 10-year, and full buildout improvements.

FINANCIAL IMPACT: This Water Master Plan shows significant investment in the City's infrastructure over the next 5 & 10 years.

ATTACHMENTS:
2025-03-06 _ Resolution No. 25-2120 _ Adopting Water Master Plan.pdf
2025-03-06 _ Exhibit A _ Water Master Plan.pdf

CITY OF LAGO VISTA

RESOLUTION NO. 25 – 2120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, ADOPTING THE WATER MASTER PLAN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City of Lago Vista recognizes the critical importance of a sustainable, reliable, and high-quality water supply to support the health, safety, and welfare of its residents, businesses, and visitors; and

WHEREAS the City has undertaken a comprehensive study to assess the current and future water supply, treatment, storage, and distribution needs of the community; and

WHEREAS, the Water Master Plan has been developed based on thorough analysis, including projected population growth, infrastructure capacity, and regulatory requirements to ensure long-term sustainability and efficiency; and

WHEREAS, the Water Master Plan provides strategic recommendations for infrastructure improvements, capital investments, and operational efficiencies to meet the current and future water demands of the City; and

WHEREAS, City Council input has been provided, and city staff, and technical experts, have provided valuable feedback in shaping the final Water Master Plan; and

WHEREAS, the City Council of the City of Lago Vista finds that adopting the Water Master Plan is in the best interest of the City to ensure the continued provision of safe, reliable, and cost-effective water service to the community;

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

SECTION 1. The City Council hereby adopts the Water Master Plan, as presented, and directs city staff to implement the recommendations contained therein in accordance with available funding and prioritization of critical infrastructure needs.

SECTION 2. The City Manager is authorized to take necessary actions to incorporate the Water Master Plan into the City's long-term planning, capital improvement program, and budgeting process.

SECTION 3. The City shall continue to monitor and evaluate the implementation of the Water Master Plan and make necessary adjustments as needed to address evolving water demands, funding opportunities, and regulatory changes.

SECTION 4. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this 6th day of March 2025.

_____
Kevin Sullivan, Mayor

ATTEST:

_____
Maria Franco, City Secretary

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

EXHIBIT “A”

WATER MASTER PLAN



CITY OF LAGO VISTA

WATER MASTER PLAN

2025

PREPARED BY:

Freese and Nichols, Inc.
10431 Morado Circle, Suite 300
Austin, Texas 78759
512-617-3100

FREESE AND NICHOLS

Innovative approaches
Practical results
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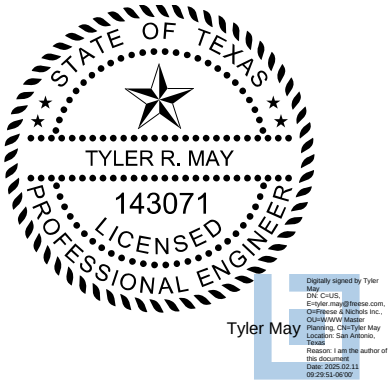
WATER MASTER PLAN

Prepared for:

City of Lago Vista



FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144



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EXECUTIVE SUMMARY

The City of Lago Vista (City) is a growing community located in central Texas, within Travis County. Lago Vista currently provides water service to over 5,300 connections and counting. The service area is projected to grow by over 3,200 connections in the next 10 years and over 15,000 connections by buildout. Defining a capital improvement plan (CIP) for accommodating this growth in an efficient and cost-effective manner is the primary goal of this Water Master Plan. Freese and Nichols, Inc. (FNI) has prepared this report to provide the City of Lago Vista with a planning tool that will serve as a guide for short-term and long-term improvements to the water system.

Historical and Projected Growth

Projected development and land use are important elements in the analysis of water distribution systems. Present and future water demands determine the size and location of system improvements necessary to serve residential populations, commercial, and institutional enterprises. A variety of circumstances can influence the rate of future development within cities. Growth projections were developed in terms of water connections to the City's distribution system. **Table ES-1** presents growth projections used in the Master Plan 5-year, 10-year, and buildout planning phases.

Table ES-1. Connection Projections

Planning Year	Water Connections
2023	5,382
2028	6,819
2033	8,652
Buildout	20,386

Projected Water Demands

To determine the historical trends in system-wide average daily demand and per-connection demand needed for existing and future system analysis, FNI reviewed historical water demand data from 2015 through 2024 Future average daily water demands were calculated by applying per-connection demand rates to the total number of projected connections for each planning period. **Table ES-2** lists the water demand projections for Lago Vista in units of million gallons per day (MGD).

Table ES-2. Summary of Average Water Demand Projections

Planning Year	Water Connections	Average Day Demand (MGD)	Maximum Day Demand (MGD)
2023	5,382	1.79	3.23
2028	6,819	2.27	4.09
2033	8,652	2.88	5.19
Buildout	20,386	6.79	12.22

Water System Analysis

Lago Vista's existing water system consists of 144 miles of water mains and 8 pressure planes. Pipeline diameters range between 1-inch to 16-inches. The water system is served by two water treatment plants, each with a capacity of 2.0 million gallons per day. FNI evaluated the existing water system by utilizing a hydraulic model, as well as assessing facilities against recommended facility capacity criteria summarized in **Table ES-3**.

Table ES-3. Recommended Capacity Criteria Summary

System Component	Recommended Capacity Criteria
Production	TCEQ Minimum: 0.6 gpm/Connection (or future approved ACR)
Distribution Pumping	125% of MD Demand by Pressure Plane
Elevated Storage	200 gallons per connection
Ground Storage	6 hours of MD Demand by Pressure Plane

The hydraulic model was utilized to assess the water system during average day demand, maximum day demand, and fire flow conditions. Pump operation, tank drain and fill rates, and maximum velocities were taken into account in consideration of future system improvements. Facilities were assessed per TCEQ minimum requirements for the need of expansions to treatment, elevated storage, hydropneumatic tank storage, and pump capacity based on the number of connections served within each pressure plane. The analyses informed the decision for capital improvements recommendations.

Water System Capital Improvements

FNI developed a water capital improvement plan (CIP) that will effectively and efficiently continue to supply existing and future demands to the City's water customers. The recommended improvements will provide the required capacity and reliability to meet projected water demands through a service area buildout scenario. FNI assessed the water distribution system under average and maximum day demands, and improvements were grouped into the three phases in which they become necessary. FNI recommends that these projects be constructed generally in the order listed; however, development patterns may make it necessary to construct some projects sooner or later than anticipated. **Table ES-4** summarizes the costs, in 2024 dollars, of the recommended water system capital improvements plan for Lago Vista.

Table ES-4. Summary of Water Capital Improvements Plan

Phase	Cost
2028 (5-year)	$37,182,300
2033 (10-year)	$25,863,800
Buildout	$90,287,200

1.0 INTRODUCTION

The City of Lago Vista (City) is a growing community located in central Texas, within Travis County. Lago Vista currently provides water service to over 5,300 connections and counting. The population within the service area is projected to grow by over 3,200 connections in the next 10 years and over 15,000 connections by buildout. Defining a capital improvement plan (CIP) for accommodating this growth in an efficient and cost-effective manner is the primary goal of this Water Master Plan. Freese and Nichols, Inc. (FNI) has prepared this report to provide the City of Lago Vista with a planning tool that will serve as a guide for short-term and long-term improvements to the water system.

1.1 SCOPE OF WORK

Freese and Nichols, Inc. (FNI) was retained in 2022 by the City of Lago Vista to prepare a Water Master Plan. Master Plan goals were to evaluate the integrity of the existing water system and to recommend a phased capital improvement plan (CIP) of the service area for 5-year, 10-year, and buildout planning scenarios. The recommended improvements will serve as a basis for the design, construction and financing of facilities required to meet the City's water capacity needs. The major elements of the scope of this project included:

- Water Connection Projections
- Water Demand Projections
- Water Model Build and Analysis
- Water Capital Improvement Plans
- Water Master Plan Report

1.2 LIST OF ABBREVIATIONS

Table 1-1 provides a list of abbreviations used in this report.

Table 1-1. List of Abbreviations

Abbreviation	Full Nomenclature
BPS	Booster Pump Station
CCN	Certificate of Convenience and Necessity
CIP	Capital Improvement Plan
EPS	Extended Period Stimulation
EST	Elevated Storage Tank
ETJ	Extra Territorial Jurisdiction
FNI	Freese and Nichols, Inc.
ft	Feet
GIS	Geographic Information System
gpm	gallons per minute
HGL	Hydraulic Grade Line
HSPS	High Service Pump Station
IFC	International Fire Code
IRC	International Residential Code
MD	Maximum Day
MG	Million Gallons
MGD	Million Gallons per Day
OPCC	Opinion of Probable Construction Cost
PP	Pressure Plane
PRV	Pressure Reducing Valve
PSI	Pounds per Square Inch
RW	Raw Water
SCADA	Supervisory Control and Data Acquisition
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality
WTP	Water Treatment Plant

2.0 HISTORICAL AND PROJECTED GROWTH

Growth projections are an important component of the master planning process. The magnitude and distribution of the growth in residential and non-residential development will dictate where future infrastructure is required. It is important to note that projecting future population is challenging, especially for relatively small geographic areas like cities because it can be difficult to predict how fast or slow development will occur when there are a variety of circumstances that can have an impact. As a part of the preceding Wastewater Master Plan, FNI assessed parcels within the City's sewer Certificate of Convenience and Necessity (CCN) and Extraterritorial Jurisdiction (ETJ) against a number of factors to locate parcels likely to develop over the next 10 years and by system buildout. For consistency with the Wastewater Master Plan, projected new sewer connections across the planning years were assumed to be new water customers. Potential master development communities with water entitlements were prioritized based on the staff's understanding on the timing and movement of developers. Fill-in growth was identified as "likely to develop" if a subdivided parcel was vacant and identified with a state tax code designation of C1 (Vacant Lot), D1 (Acreage Non-Ag), or E1 (Farm and Ranch Improved). Master developments with water entitlements identified by City staff were prioritized to develop first, followed by fill-in parcels identified by FNI. Timing and sizing of capital improvements are related to existing needs as well as the amount, location, and urgency of projected growth. The following sections describe the process used to develop water connection growth projections.

2.1 SERVICE AREA

The service area assessed for the Water Master Plan generally consists of the Water Certificate of Convenience and Necessity (CCN). A CCN is a state-regulated agreement in which the CCN holder is required to provide continuous and adequate utility service to all its retail customers, and in turn is protected from encroachment by other retail service providers. The current boundaries of Lago Vista's water CCN encompasses the entirety of the City Limits. The boundary is defined by FM 1431 to the north-northwest and the Colorado River to the west and south. The boundary to the east is less easily defined as some large areas are either incorporated (Destination Way and Shoreline Ranch) or excluded (Rancho Cielo, Lago Ranchos, and Travis Hollow) from the City Limits and CCN. **Figure 2-1** illustrates the water service area evaluated as part of the Water Master Plan.

FIGURE 2-1
CITY OF LAGO VISTA
WATER SYSTEM SERVICE AREA
LEGEND

- Road
- Water Body
- City Limit
- Other City Limit
- ETJ Boundary
- Water Service Area

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CITY OF LAGO VISTA TEXAS

0 1,500 3,000
SCALE IN FEET

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2.2 HISTORICAL CONNECTIONS

Projecting future growth is an integral part of the master plan process. The projections serve as the basis for future water demands that will be utilized to determine needed improvements. An initial estimate of the existing number of connections to the water system was developed based on development data and geocoded water meter billing provided by the City. The historical water connections and year-over-year growth rates are summarized in **Table 2-1**.

Table 2-1. Historical Water Connections

Year	Water Connections	Average Annual Connection Growth Rate
2015	3,163	--
2016	3,250	2.7%
2017	3,407	4.8%
2018	3,647	7.0%
2019	3,981	9.2%
2020	4,263	7.1%
2021	4,567	7.1%
2022	5,062	10.9%
2023	5,567	10.0%
2024	5,633	1.2%
Average Growth Rate		**6.7%**

2.3 DEVELOPER ENTITLEMENTS

Growth in Lago Vista's water service area is expected to be dominated by developer entitlements. The City of Lago Vista Department for Development Services has approved multiple master development communities and allowed for the allotment of dedicated connections to be served by the City's water system. While some developer agreements have stipulations for a minimum number of constructed homes in a given time period to avoid penalty of lost entitlements, there is no standard term of limitations for the holding period of the entitlements. To aid in determining where new growth would occur, FNI utilized input from City staff on location of known future developments and associated number of residential connections of each development at buildout as well as estimated timeline of construction for each development. Consistent with the preceding 2024 Wastewater Master Plan, the developer entitlements in this Water Master Plan grow in the same number of connections per planning period.

Table 2-2 summarizes the known developments, associated number of entitled buildout connections, and assumed number of connections built by planning period.

Table 2-2. Water Entitlements

Entitlements	Entitled Connections	Active Connections	2028 Connections (5-Year)	2033 Connections (10-Year)	Buildout Connections
Firefly Cove	325	0	0	0	325
Lakeshore	70	0	0	0	70
Luna Ridge (Groseclose)	350	4	25	50	350
Montechino	495	0	50	106	495
Nature's Point	35	0	0	0	35
Peninsula	200	0	0	0	200
Shoreline Ranch	568	0	0	0	568
Tessera	2,030	541	662	1,000	2,030
The Hollows	532	132	150	200	532
Turnback Ranch	349	0	349	349	349
Villas at Keegans Crossing	151	0	0	0	151
Winn Ranch	1,350	0	200	400	1,350
Total Entitled	**6,455**	**677**	**1,436**	**2,105**	**6,455**

2.4 PROJECTED GROWTH

Projected connection growth, identified in the Wastewater Master Plan, was determined to grow at a rate of 5% per year between the Existing, 2028, and 2033 planning periods. Maintaining consistency with the Wastewater Master Plan, the raw number of added wastewater connections by planning year is assumed to result in an additional water customer. Because there are more water customers in the existing system, the additional connections by planning year results in a growth rate less than 5%. Summaries of these projections are in **Table 2-3**.

Table 2-3. Projected Water Connections

Year	Wastewater Connections	Water Connections
2023 (Existing)	5,200	5,382
2028 (5-Year)	6,637	6,819
2033 (10-Year)	8,470	8,652
Buildout	19,801	20,386

The parcels identified in the Wastewater Master Plan as likely to be developed in the 5-year, 10-year, and buildout growth were identified to grow in the same planning period as this Water Master Plan. Proposed master development communities with water connections entitled were assumed to develop in accordance with City staff projections and were prioritized first in a given planning period. Following the entitled areas, parcels identified by FNI based on state tax code designations and water service availability were prioritized second. Lastly, fill-in growth of pre-platted parcels were used to match the proposed future connections for each planning period.

To identify large areas likely to develop in the next 10 years, parcels were selected if they were not a part of impending developments, proximity to existing water infrastructure, and likely developable land use types as identified by state tax code designations (C1, D1, or E1). Large areas were loaded with a density of 2 connections per acre. Though there are some large areas that can still be built out with multiple connections on site, much of the City of Lago Vista is pre-platted for single family residential use on a plot-by-plot basis. Pre-platted parcels with an area greater than 0.1 acre were loaded with 1 connection. Pre-platted parcels with an area greater than 1.0 acre were loaded with the density of 2 connections/acre with the assumption that the parcel could be subdivided. **Table 2-4** summarizes the anticipated additional connections per planning year for each pressure plane. **Figure 2-2** illustrates all parcels identified for growth in each of the pressure planes.

Table 2-4. Added Connections By Pressure Plane Between Planning Periods

Pressure Zone	2023 Connections	2028 Connections	2033 Connections	Buildout Connections
1	1,499	2,073	2,585	7,093
2	1,055	944	1,392	1,573
3	576	633	812	1,772
4	258	253	291	1,341
5	147	213	265	1,801
6 & 7	1,805	1,986	2,237	4,566
8	42	55	70	210
Tessera	--	662	1,000	2,030
Total	**5,382**	**6,819**	**8,652**	**20,386**

2.5 GROWTH IN THE ETJ

In addition to known growth in the City Limit there is also anticipated growth in the Extra-Territorial Jurisdiction (ETJ), which is a buffer around the city limits that grants a city the right to unilaterally annex an area within its ETJ. Excluding the Balcones Canyonlands National Wildlife Refuge, there is approximately 6,698 acres within the City's ETJ that could be incorporated into City Limits or into the City's water and water CCNs. At 2 connections per acre, the ETJ area could accommodate an additional 13,396 connections. For the purposes of this Master Plan, expansion of the CCN to areas within the City's ETJ was not considered in sizing of infrastructure.

Pressure Plane 8
2028 (5-Year): 55
2033 (10-Year): 70
Buildout: 210

Tessera
2028 (5-Year): 662
2033 (10-Year): 1,000
Buildout: 2,030

Semi-Public Land

Pressure Plane 5
2028 (5-Year): 213
2033 (10-Year): 265
Buildout: 1,801

Pressure Plane 3
2028 (5-Year): 633
2033 (10-Year): 812
Buildout: 1,772

Turnback Ranch
349 Entitled Connections
0 Active Connections

Pressure Plane 2
2028 (5-Year): 944
2033 (10-Year): 1,392
Buildout: 1,573

The Hollows
532 Entitled Connections
35 Active Connections

Pressure Plane 4
2028 (5-Year): 253
2033 (10-Year): 291
Buildout: 1,341

Villas at Keegans Crossing
151 Entitled Connections
0 Active Connections

Pressure Plane 6 & 7
2028 (5-Year): 1,986
2033 (10-Year): 2,237
Buildout: 4,566

Shoreline Ranch
568 Entitled Connections
0 Active Connections

Lakeshore
70 Entitled Connections
0 Active Connections

Pressure Plane 1
2028 (5-Year): 2,073
2033 (10-Year): 2,585
Buildout: 7,093

Nature's Point
35 Entitled Connections
0 Active Connections

Pressure Plane 6 & 7
2028 (5-Year): 1,986
2033 (10-Year): 2,637
Buildout: 4,566

Luna Ridge
350 Entitled Connections
0 Active Connections

Montechino
432 Entitled Connections
3 Active Connections

Firefly Cove
325 Entitled Connections
0 Active Connections

Peninsula
200 Entitled Connections
0 Active Connections

Winn Ranch
1,350 Entitled Connections
0 Active Connections

FIGURE 2-2
CITY OF LAGO VISTA
EXISTING AND PROJECTED CUSTOMERS

LEGEND

- Road
- Water Body
- City Limit
- ETJ Boundary
- Developable Parcel (Multiple Colors)
- Semi-Public Land
- Entitlement

PRESSURE PLANES

- Lower Tessera
- PP-1
- PP-2
- PP-3
- PP-4
- PP-5
- PP-6
- PP-7
- PP-8
- Upper Tessera

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CITY OF LAGO VISTA TEXAS

0 1,400 2,800
SCALE IN FEET

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3.0 WATER DEMANDS

Water demands in a municipal distribution system vary by time of day, time of year, and weather conditions. Average daily demand is defined as the total system demand over a one-year period divided by the number of days in that year. Average day demands are used as a basis for estimating maximum day and peak hour demands. Maximum day use is the maximum quantity of water used over a 24-hour period and is commonly used in the sizing of water lines and ground storage tanks. Peak hour is the greatest one-hour demand of the maximum day and is used to evaluate sizing of elevated storage tanks and high service pumping capacity. These demands represent the range of conditions typically encountered in water distribution system operation.

3.1 HISTORICAL WATER DEMANDS

Water production data provided by the City from 2015 to 2024 to determine the historical trends for a systemwide average daily demand and per-connection for water system customers. **Table 3-1** summarizes Lago Vista's historical demands and the maximum day to average day peaking factor. The maximum day peaking factor represents the ratio of the highest daily demand to the annual average day demand.

Table 3-1. Historical Water Demands

Year	Average Day Demand (MGD)	Maximum Day Demand (MGD)	Maximum Day Peaking Factor
2015	1.20	2.31	1.9
2016	1.20	2.32	1.9
2017	1.18	2.19	1.9
2018	1.24	1.97	1.6
2019	1.32	2.19	1.6
2020	1.32	2.30	1.7
2021	1.24	2.18	1.8
2022	1.59	2.54	1.6
2023	1.40	2.71	1.9
2024	1.39	2.20	1.6
Average	**1.30**	**2.29**	**1.8**
Maximum	**1.59**	**2.71**	**1.9**

The annual average day demands ranged from 1.18 MGD in 2017 to 1.59 MGD in 2022 and averaged 1.30 MGD. The average day water demand was converted into a per-connection demand by dividing water usage by the connections served. The average day per connection usage varied from a low of 247 gallons per connection per day in 2024 to a peak of 379 gallons per connections per day in 2015, averaging 316 gallons per connection per day. The historical average day demand and corresponding gallons per connection per day of customer demand from 2015 to 2022 is summarized in **Table 3-2**. The maximum day demand ranged from 1.97 MGD in 2018 to 2.71 MGD in 2023. The average Maximum Day peaking factor from 2015 through 2024 was 1.8. This value was chosen to evaluate capacity, facility, and pipe network sizing as it is more conservative than the average of maximum day values, and representative of recent customer demands.

Table 3-2. Historical Water Demands by Connection

Year	Water Connections	Average Day Demand (MGD)	Average Day Demand Per Connection (gpd)
2015	3,163	1.20	379
2016	3,250	1.20	371
2017	3,407	1.18	345
2018	3,647	1.24	340
2019	3,981	1.32	333
2020	4,263	1.32	310
2021	4,567	1.24	272
2022	5,062	1.59	314
2023	5,567	1.40	252
2024	5,633	1.39	247
Average	**-**	**1.30**	**316**
Maximum	**-**	**1.59**	**379**

3.2 PROJECTED WATER DEMANDS

Projected Average Day water demands were projected for the Existing, 2028, 2033, and Buildout planning scenarios by applying an average per-connection demand to the additional water connections. Historical water production data dating back to 2015 indicate a decline in average daily demands, on a per-connection basis. Despite the declining trend line, it was assumed that water efficiency gains observed over the past few years would not continue. A noticeable drop in per-connection demand is observed in

2023 and 2024, likely due to watering restrictions. The average consumption rate between 2015 and 2022 of 333 gallons per connection per day was assigned for future year projections. No historical operation records were available to determine peak hour use. In lieu of this information, a conservative peak hour peaking factor of 2.0 was used to calculate the peak hour demands for this study. A summary of the existing and projected 2028, 2033 and buildout demands are illustrated in **Figure 3-1**.

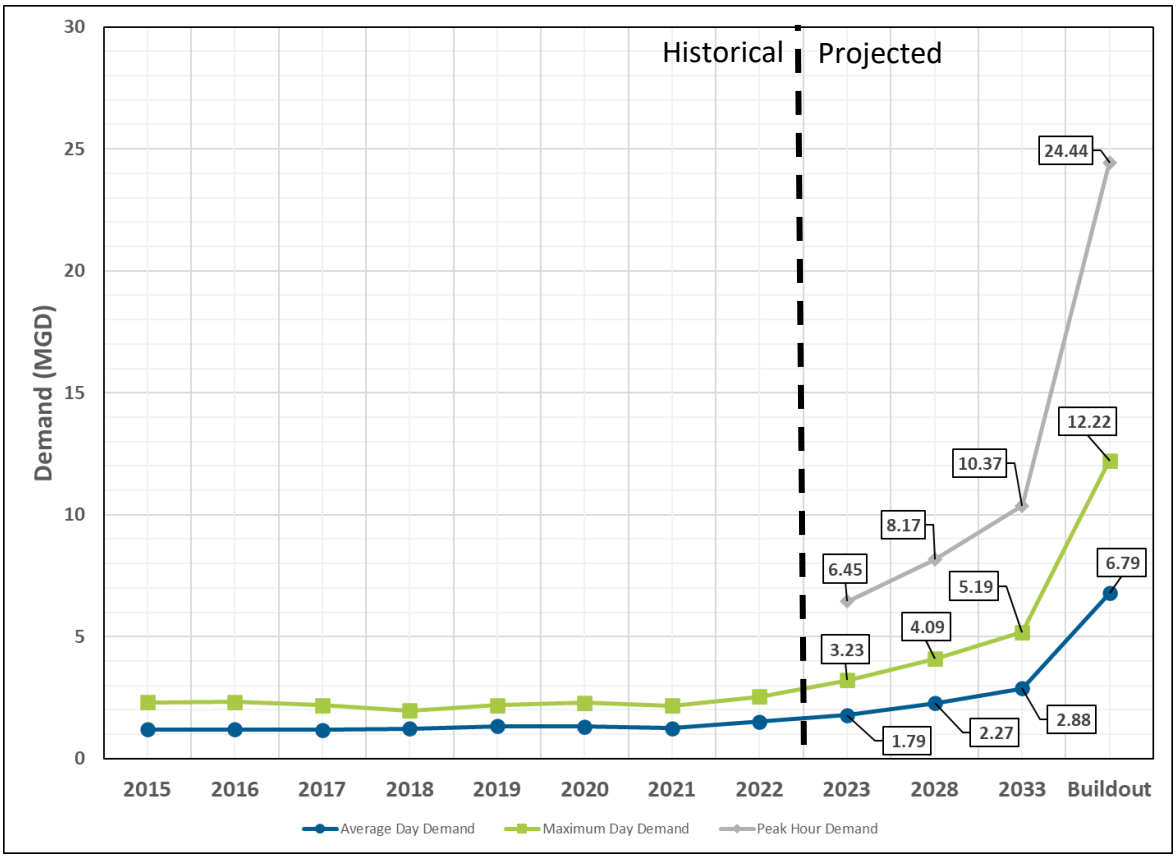


Figure 3-1. Historical and Projected Water Demands

Even though area within the City's ETJ was not considered for sizing of infrastructure in this Master Plan, it is important to note the potential impact to the ultimate sizing of the City's existing water treatment plants. Based on the projected water demand per connection and the projected growth within the ETJ of 13,396 connections, the City would result in an additional 4.46 MGD of average day demand and 8.02 MGD of maximum day demand.

4.0 EXISTING AND FUTURE WATER SYSTEM ANALYSIS

The existing water collection system consists of 144 miles of water mains, 8 pressure planes (PP), 2 elevated storage tanks (EST), 1 standpipe, 7 booster pump stations (BPS), 9 ground storage tanks (GST), and two water treatment plants (WTP). **Figure 4-1** illustrates the existing water distribution system.

4.1 EXISTING WATER SYSTEM

4.1.1 Pressure Planes

Lago Vista currently operates 8 pressure planes, named numerically 1 through 8. **Table 4-1** shows the overflow hydraulic grade line (HGL) and the maximum allowable service elevation per Texas Commission on Environmental Quality (TCEQ) for each pressure plane. **Figure 4-2** illustrates the pressure plane hierarchy and the facilities serving each pressure plane. Most PPs serve areas that include service elevations in which pressures above 80 psi are modeled. These areas are assumed to be served by individual pressure reducing valves (PRV) on the customer's side of the service water meter.

Table 4-1. Existing Pressure Plane Overview

Pressure Plane	Overflow HGL (feet)	Maximum Allowable Service Elevation (feet)
PP-1	1,055	975
PP-2	997	917
PP-3	1,079	999
PP-4	1,136	1,056
PP-5	Hydro	1,228
PP-6	943.5	864
PP-7	943.5	864
PP-8	1,213	1,133

Bronco
Pump Station
(2) - 225 gpm Pumps
0.24 MG Ground Storage Tank

Talon
Pump Station
(2) - 225 gpm Pumps
0.20 MG Ground Storage Tank

Paseo
Pump Station
(4) - 500 gpm Pumps
0.24 MG Ground Storage Tank

Lohman
Pump Station
(2) - 400 gpm Pumps
(1) - 650 gpm Pumps
0.24 GPM Ground Storage Tank

Hollows
0.125 MG Ground Storage Tank

Butler
0.32 MG Standpipe
Overflow Elev.: 1,136'

Water Treatment Plant #1
(2) - 1,000 gpm Pumps
0.21 MG Ground Storage Tank
0.24 MG Ground Storage Tank

Water Treatment Plant #3
(2) - 1,390 gpm Pumps
0.50 MG Ground Storage Tank

Viking
0.40 MG Elevated Storage Tank
Overflow Elev. 1055'

Allegiance
Pump Station
(2) - 500 gpm Pumps
0.28 MG Ground Storage Tank

Golf Ball
0.15 MG Elevated Storage Tank
Overflow Elev. 1053'

FIGURE 4-1
CITY OF LAGO VISTA
EXISTING WATER SYSTEM
LEGEND

- Pump Station
- Ground Storage Tank
- Elevated Storage Tank
- Water Treatment Plant
- 8" and Smaller Water Line
- 10" and Larger Water Line
- Road
- Water Body
- City Limit
- ETJ Boundary
- Other City Limit

PRESSURE PLANES

- PP-1
- PP-2
- PP-3
- PP-4
- PP-5
- PP-6
- PP-7
- PP-8

FREESE AND NICHOLS

CITY OF LAGO VISTA TEXAS

0 1,300 2,600
SCALE IN FEET

Created By Freese and Nichols, Inc.
Job No.: LGV22917
Location: H:\W_WW_PLANNING\01_DELIVERABLES\00_FINAL_REPORT\Final_Report\Final_Report.aprx
Updated: Thursday, January 30, 2025 2:34 PM
User Name: 02874

Figure 4-2. Pressure Plane Schematic

PS Pump Station
Flow Direction
Valve
Volume Ground Storage Tank
Volume Elevated Storage Tank
Hydropneumatic Tank
Water Treatment Plant

Elevation (ft)
1300
1250
1200
1150
1100
1050
1000
950
900
850
800
750
700
650
600
550
500

WTP #1
PS
PS
PP-2
705
PS
Paseo de Vaca
997
0.24MG
935
PS
Lohman Ford GST
997
0.24 MG
Buter Standpipe
1,136
0.32 MG
1,077
PP-4
715
PS
Bronco GST
1,079
0.24 MG
1,030
PP-3
850
Talon GST
1,213
0.20 MG
Talon Hydro
PS
1,228
PP-5
1,100
1,085
PP-8
903
Allegiance GST
943
0.28 MG
865
PP-6
709
Viking EST
1,053
0.40 MG
Golf Ball EST
1,053
0.15 MG
994
PP-1
706
870
PP-7
697
PS
WTP #3

4.1.2 Water Lines

The existing water system consists of a total of 144 miles of water pipe. Pipeline diameters range in size from 1-inch to 16-inches. **Figure 4-3** illustrates the percentage of pipe length by diameter and main type.

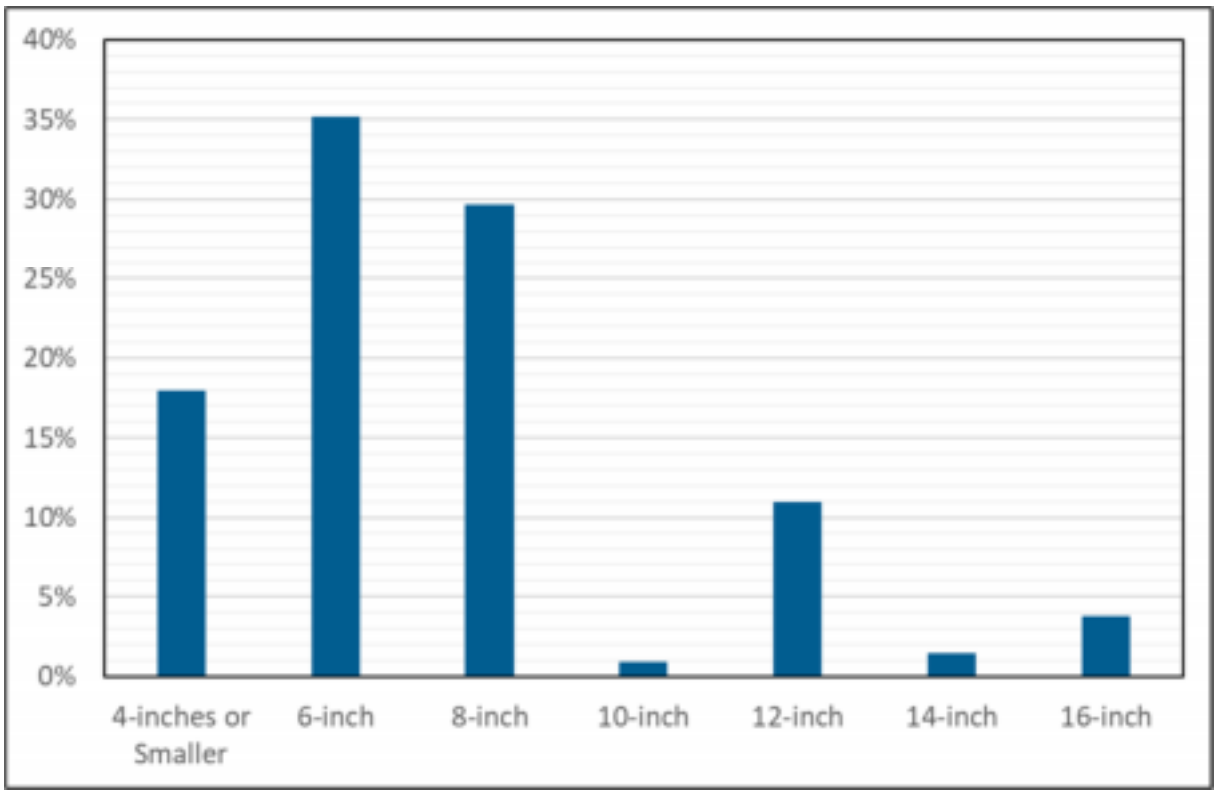


Figure 4-3. Pipeline Diameter by Length and Main Type

Approximately 24 miles, or 18%, of the water distribution system is comprised of pipelines with a diameter of less than 4-inches. The recommended International Fire Code (IFC) minimum conditions for fire flow in the water system are 1,000 gallons per minute (gpm) of available flow at each hydrant (B105.2), while maintaining a TCEQ-required minimum residual pressure of 20 psi at the fire hydrant (30 TAC 290.44 (d)). Pipelines with diameters of less than 8-inches, 6-inches if looped, are incapable of delivering fire flow above 1,000 gpm. In order to provide fire flow capacity and accommodate growth, small diameter pipelines may be upsized to either 6-inches or 8-inches. **Table 4-2** summarizes the length of small diameter pipes by pressure plane.

Table 4-2. Summary of Small Diameter Pipeline Lengths

Pressure Plane	Small Diameter Pipe Length (ft)
PP-1	31,012
PP-2	20,009
PP-3	19,958
PP-4	9,859
PP-5	7,528
PP-6	22,520
PP-7	14,600
PP-8	1,434
Total	**126,921**

4.1.3 Water Treatment Plants

The water system is served by two surface water treatment plants owned and operated by the City of Lago Vista. Water Treatment Plant #1 (WTP #1) is located on a 4-acre site at 21001 Seminole Drive, Lago Vista, Texas, just east of the Texas Colorado River and has a treatment capacity of 2.0 MGD. WTP #1 is located at the same site as the City's only operating wastewater treatment plant. WTP #1 is supplied by three (3) 800 gpm raw water pumps. Water Treatment Plant #3 (WTP #3) is a located on a 6-acre site located at 6444 Marhsalls Point Cove, Lago Vista, Texas and has a treatment capacity of 2.0 MGD. WTP #3 is supplied by three (3) 700 gpm raw water pumps. High service booster pump stations are located at both water treatment plants to distribute water to the distribution system. Existing pipelines allow for water to be distributed from WTP #1 to all pressure planes, but only allow for water to be distributed from WTP #3 to PP-1, PP-6, and PP7. **Table 4-3** summarizes the current capacities for WTP #1 and WTP #3, as well as the demand by the pressure planes served by planning period.

Table 4-3. Historical Water Demands by Connection

Water Treatment Plant	Treatment Capacity MGD	Raw Water Pumping Capacity MGD Total *(Firm)*
WTP #1	2.0	3.45 *(2.30)*
WTP #3	2.0	3.02 *(2.02)*
Total		

4.1.4 Storage Facilities

Elevated storage of water generally refers to a volume of water stored at an elevation such that gravity can be utilized to maintain appropriate system pressure. Elevated storage tanks can be constructed with legs or a pedestal to achieve the desired elevation, or they can be ground storage tanks constructed at elevations higher than the service area. Standpipes are generally defined as very tall ground storage tanks constructed at similar ground elevations and with similar overflow elevations as ESTs. Standpipes can often lead to water quality issues due to the large quantity of most stagnant water required to maintain adequate pressure and are generally no longer recommended. Currently, Lago Vista operates 9 elevated storage tanks, consisting of 1 standpipe, 6 GSTs and 2 ESTs. **Table 4-4** summarizes the elevated storage tanks by pressure plane. TAC §290.38(25) defines elevated storage as "that portion of water which can be stored at least 80 feet above the highest service connection in the pressure [plane] served by the storage tank." In **Table 4-4**, this is referred to as "effective storage." Storage capacity and effective storage are shown in millions of gallons (MG).

Table 4-4. Existing Elevated Storage Tanks

Name	Pressure Plane(s) Served as Elevated Storage	Overflow Elevation (feet)	Sidewater Depth (feet)	Storage Capacity (MG)	Highest Service Elevation (feet)	Effective Storage (MG)
Allegiance GST	PP-6 & PP-7	944	30	0.28	909	0.28
Bronco GST	PP-3	1,079	24	0.24	1,044	0.24
Golf Ball EST	PP-1, PP-6, & PP-7	1,053	32	0.15	1,018	0.15
Hollows GST	PP-3	1,079	24	0.125	1,044	0.125
Hollows Standpipe	PP-4	1,136	81	0.32	1,101	0.32
Lohman Ford GST	PP-2	997	21	0.24	962	0.24
Paseo De Vaca GST	PP-2	997	21	0.24	962	0.24
Talon GST	PP-8	1,213	16	0.20	1,178	0.20
Viking EST	PP-1, PP-6, & PP-7	1,053	32	0.40	1,108	0.40

In addition to elevated storage, ground storage is utilized at pump stations to allow for consistent suction head and to provide a buffer for the water supply. It should be noted that some of the ESTs also serve as ground storage for pump stations. Nine ground storage tanks are utilized within Lago Vista's water system. **Table 4-5** provides a summary of the ground storage tanks.

Table 4-5. Existing Ground Storage Tanks

Name	Pressure Plane Served as Ground Storage	Overflow Elevation (feet)	Sidewater Depth (feet)	Storage Capacity (MG)
Allegiance	PP-1	944	31	0.28
Bronco	PP-8	1,079	24	0.24
Lohman Ford	PP-4	997	21	0.24
Paseo De Vaca	PP-3	997	21	0.24
Talon	PP-5	1,213	15	0.20
WTP #1 GST #1	PP-1, PP-2, PP-6, & PP-7	794	29	0.24
WTP #1 GST #2	PP-1, PP-2, PP-6, & PP-7	794	29	0.21
WTP #3	PP-1, PP-6, & PP-7	788	23	0.50

4.1.5 Pump Stations

The City operates seven booster pump stations. The pump station at WTP #1 supplies water directly to pressure planes 1, 2, 6, and 7. This water can then be repumped from secondary booster pump stations to the rest of the water distribution system. The pump station at WTP #3 supplies water to pressure planes 1, 6, and 7, the southern part of the distribution system. Because water from WTP #3 can only supply water to the southern pressure planes, WTP #1 booster pumps only pump towards Lohman and Paseo GSTs to serve pressure plane 2 directly and allow the Lohman and Paseo booster pump stations to serve the rest of the water system. **Table 4-6** provides a summary of the pumping facilities within Lago Vista's distribution system.

Table 4-6. Summary of Pumping Facilities

Pump Station Name	Pressure Planes Served	Rated Firm Capacity (gpm)	Rated Total Capacity (gpm)
WTP #1 – North	PP-2	500	1,000
	PP-1, PP-6, & PP-7	1,700	2,700
WTP #3	PP-1, PP-6, & PP-7	1,390	2,780
Allegiance	PP-1	700	1,400
Bronco	PP-8	225	450
Lohman Ford	PP-4	225	450
Paseo De Vaca	PP-3	1,500	2,000
Talon	PP-5	225	450

4.2 WATER MODEL CALIBRATION

To verify that the hydraulic model accurately represented the actual distribution system, model calibration was performed. The calibration process involved adjusting system operation, pipe roughness C-values, demand allocation, and diurnal curves to match a known condition. Calibration is an important part of building and using a hydraulic model. Achieving a good calibration to real-world conditions instills confidence that the model elements are reflective of the distribution system infrastructure. The calibration process also identifies discrepancies in the recorded data versus the modeled data that may require further investigation, such as closed valves that are intended to be open and deterioration of pumps. Lago Vista provided available Supervisory Control and Data Question (SCADA) system records during the pressure testing period with hourly readings of pump status, flow, discharge pressure and tank levels recorded for all monitored points in the system. Flow and tank level data were used to calculate a diurnal curve by examining water going into (supply) and out of (demand) the distribution system.

The allocation of demands was achieved using a geo-located water meter shapefile and historical billed consumption spreadsheet provided by Lago Vista. Geocoding is a Geographic Information System (GIS) technique used to generate a geographic location (x-y coordinates) from an address. Meter billing data included the total consumption for every customer between mid-February and mid-April in 2023.

Because InfoWater® requires demands to be allocated to junctions and not pipes, water demands were spatially joined to the nearest water point feature created in GIS. The demand for each node was assigned to the corresponding InfoWater® junction based on the GIS point feature's unique ID. The demands were then scaled to match the demand experienced during the calibration day. Diurnal patterns were applied to nodes with demands to vary the demand over the course of a day. A typical diurnal pattern includes peaks in the morning and the evening, as well as low demand in the middle of the night, to represent typical demand patterns of a customer. The timing and amplitude of peaks and troughs of demand patterns were modified in the calibration process to create a diurnal pattern specific to Lago Vista, in general, and certain pressure planes more specifically.

Temporary pressure testing was conducted to collect data for use in model calibration. Sixteen pressure recorders were installed throughout Lago Vista's service from March 13 – 27, 2023. The pressure recorder locations are illustrated in **Figure 4-4**, and a summary of the pressure recording data is shown in **Appendix A.** The 24-hour period occurring on March 20, 2023 was selected for calibration because of the quality of data and the varying pressure throughout the day.

FIGURE 4-4

CITY OF LAGO VISTA

EXISTING WATER SYSTEM CALIBRATION PRESSURE PLANES

LEGEND

Calibration Valve

- Closed
- Active
- Pump Station
- Hydropneumatic Tank
- Ground Storage Tank
- Elevated Storage Tank
- Water Treatment Plant

- 8" and Smaller Water Line
- 10" and Greater Water Line
- Road
- Water Body
- City Limit
- ETJ Boundary
- Other City Limit

PRESSURE PLANES

- PP-1
- PP-2
- PP-3
- PP-4
- PP-5
- PP-6
- PP-7
- PP-8

FREESE AND NICHOLS

CITY OF LAGO VISTA TEXAS

SCALE IN FEET: 0 1,500 3,000

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Updated: Thursday, January 30, 2025 2:35 PM
User Name: 02874

During the extended period simulation (EPS) calibration, adjustments were made to the model to match the known conditions. FNI conducted EPS modeling to evaluate the range of pressures, the turnover of tanks, and cycling of pumps over a 24-hour period. Complete calibration results, located in **Appendix B**, include graphs showing the relationship between modeled data points versus pressure recorder data points. **Table 4-7** summarizes the percent of 30-minute timesteps in which the model results are within 5 psi of the observed condition. Pressure recorder 12 was within 5 psi 69% of modeled timesteps. Conditions at the inlets of Viking EST and Golf Ball EST create a spiking pressure condition that could not be precisely replicated. Overall, the calibration yielded a good correlation between recorded and modeled values and gave confidence in the accuracy of the model.

Table 4-7. Model Calibration Results

Pressure Recorder	% Timesteps within 5 PSI
1	100%
2	100%
3	100%
4	100%
5	92%
6	96%
7	100%
8	94%
9	100%
10	96%
11	100%
12	69%
13	90%
14	94%
15	96%
16	90%

4.3 WATER SYSTEM ANALYSIS

The existing distribution system was evaluated to assess current pumping and storage capacity, residual pressures, and fire flow capacity. This analysis is performed to determine if there are any existing system deficiencies and to provide a baseline for the current level of service. The parameters that were evaluated are discussed in the following sections. These recommended criteria, summarized in **Table 4-8** are generally greater than the TCEQ requirements and are, therefore, more conservative. However, in a case where the FNI planning criteria is lower than the TCEQ requirement, the TCEQ requirement must still be met by the system (i.e., the TCEQ requirement is a minimum that must be met regardless of the FNI planning criteria). Future connection counts should be monitored to support continued TCEQ compliance.

Table 4-8. Recommended Capacity Criteria Summary

System Component	Recommended Capacity Criteria
Production	TCEQ Minimum: 0.6 gpm/Connection
Distribution Pumping	125% of MD Demand by PP
Elevated Storage	200 gallons per connection
Ground Storage	6 hours of MD Demand by PP

4.3.1 Water Treatment Plant Capacities

To evaluate production capacity in future scenarios, FNI assumed the water system would be served, holistically, by both operating water treatment plants. As the water system is configured in the existing system, WTP #3 cannot supply water to the northern pressure planes. The City has informed FNI that they do not foresee the WTP #1 site of having adequate space for future plant expansions. For this reason, it is assumed all treatment plant expansions are to take place at the WTP #3 site. By means of both plants operating in conjunction with one another, FNI recommends that Lago Vista maintain adequate production capacity to meet 0.6 gpm/connection. **Table 4-9** provides a calculation of total required production capacity in terms of MGD for comparison with TCEQ requirements.

Table 4-9. Required Toal Production Capacity

Year	Production Capacity (MGD)	Projected Connections	Required Production Capacity (MGD) *0.6 gpm/connection*
2023	4.0	5,382	4.65
2028	4.0	6,819	5.89
2033	4.0	8,652	7.48
Buildout	4.0	20,386	17.61

Systemwide, Lago Vista is required by TCEQ rule to have a total water treatment plant capacity of 0.6 gpm per connection. Additionally, Lago Vista is required to provide a firm raw water pumping capacity of at least 0.6 gpm per connection. WTP #1 has a production and raw water pumping capacity of 2.0 MGD and 3.46 MGD (2.30 MGD firm), respectively. WTP3 has a production and raw water pumping capacity of 2.0 MGD and 3.0 MGD (2.02 MGD firm), respectively. The combined water treatment plant production and combined firm raw water pumping capacities are 4.0 MGD and 5.33 MGD, respectively. Lago Vista has a surplus of raw water pumping to meet the existing system's needs but will need additional treatment capacity to meet TCEQ requirements of 0.6 gpm. The need for additional treatment and raw water pumping is illustrated in **Figure 4-5** and **Figure 4-6**, respectively. Production and raw water pumping capacities will need to be increased across the planning scenarios based on the projected number of connections to meet the TCEQ requirement of 0.6 gpm per connection for both treatment and raw water pumping capacity.

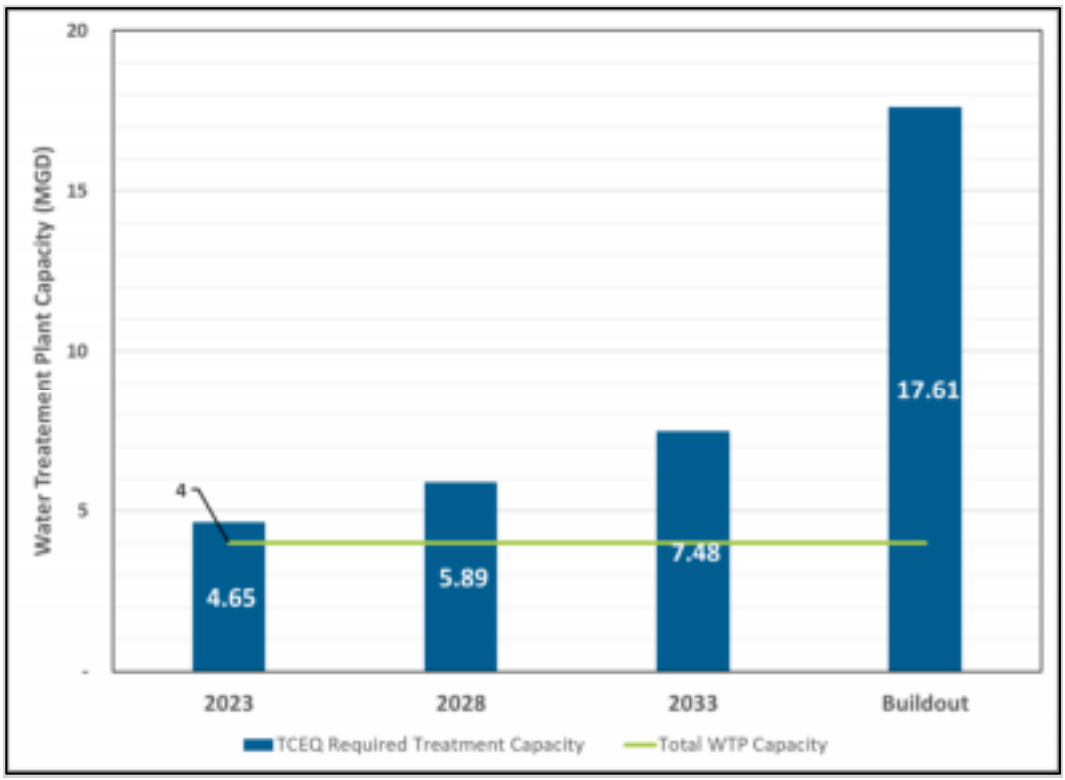


Figure 4-5. Future Water Treatment Plant Capacity Required

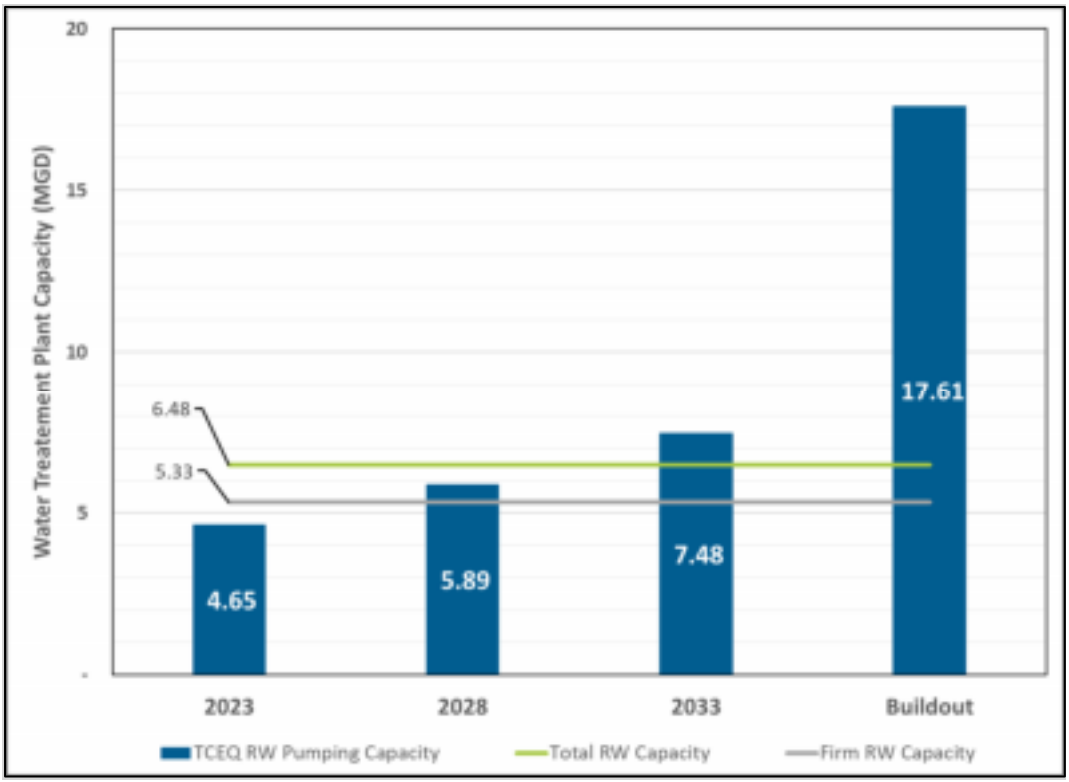


Figure 4-6. Future Raw Water Pumping Capacity Required

4.3.2 Storage and Pumping Capacities

As a public water utility, Lago Vista must comply with the rules and regulations for public water systems set forth by the Texas Commission on Environmental Quality (TCEQ) in Texas Administrative Code (TAC) Chapter 290. Lago Vista is required to meet the TCEQ total storage capacity requirement of 200 gallons per connection. Using the number of connections from the existing 2023 planning scenario, a comparison of Lago Vista's existing storage to TCEQ requirements, summarized in **Table 4-10,** revealed an excess of total storage system wide through 2033.

Table 4-10. TCEQ Total Storage Requirements

Planning Year	Connections	Total Storage (MG)		Gallons per Connection (Existing)
		Required	Existing	
2023	5,382	1.08	3.30	613
2028	6,819	1.36		484
2033	8,652	1.73		381
Buildout	20,386	4.08		162

In addition to total storage requirements, Lago Vista is also required to meet elevated storage and pumping capacity requirements. The minimum pumping requirements may be satisfied through any of the pumping-storage requirement pairs from 30 TAC 290.45 (b)(2)(F), summarized in **Table 4-11**. In pressure planes served by pressure/hydropneumatic (hydro) tanks, the pressure plane must have at least 20 gallons per connection of hydro tank storage, per 30 TAC 290.45 (b)(2)(G), and satisfy pumping requirements of Condition 2 in **Table 4-11**, below. A maximum hydro tank size of 30,000 gallons is sufficient to serve up to 2,500 connections.

Table 4-11. TCEQ High Service Pumping Requirements

Condition		Service Pumping Capacity Requirement
1	If providing at least 200 gallons per connection of elevated storage	Two or more service pumps with a minimum total combined capacity of 0.6 gpm per connection at each pressure plane
2	If providing less than 200 gallons per connection of elevated storage	**The lesser of (a) or (b):**
		(a) Two or more service pumps with a minimum total combined capacity of 2.0 gpm per connection at each pressure plane
		(b) Total capacity of at least 1,000 gpm and the ability to meet peak hourly demands with the largest pump out of service (firm)

Note: Capacity requirement from 30 TAC 290.45 (b)(2)(F)

Because the water distribution system operates on multiple pressure planes, each pressure plane must be assessed independently for pumping and elevated storage requirements. Each pressure plane can meet the pumping/storage requirements, outlined in **Table 4-11**, and summarized in **Table 4-12**. **Table 4-13** summarizes the existing high service pumping and elevated storage requirements by pressure plane and indicates the which option the existing system satisfies.

Table 4-12. TCEQ High Service Pumping/Storage Requirement Options

Option	Pumping	Elevated Storage
1	2.0 gpm/Connection	100 Gal/Connection
2	Meet Peak Hour with Firm Pumping Capacity	100 Gal/Connection
3	0.6 gpm/Connection	200 Gal/Connection
4	2.0 gpm/Connection	*Hydro Tank* 20 Gal/Connection

Table 4-13. TCEQ High Service Pumping/Storage Requirements By Pressure Plane

Pressure Plane	Connections	Firm Pumping Capacity (gpm)	gpm per Connection	Elevated Storage (MG)	Gallons per Connection	Option(s) Satisfied
PP-1	1,499	1,390	0.93	0.55	367	2,3
PP-2	1,055	1,000	0.95	0.48	455	2,3
PP-3	576	800	1.39	0.24	417	2,3
PP-4	258	1,500	5.81	0.32	1,256	1,2,3
PP-5	147	225	1.53	2,500†	17	4
PP-6 & PP-7	1,805	1,700	0.94	0.28	156	2
PP-8	42	225	5.36	0.20	4,762	1,2,3

†Size of Hydropneumatic tank, gallons

The design criterion used to analyze EST capacity is 200 gallons per connection. This criterion not only lowers the pumping requirements from TCEQ, but also provides for adequate equalization storage for peak hour demands and emergency storage for fire protection. It is typically assumed that half of the elevated storage tank capacity is used to meet peak hourly demands in excess of the maximum day rate (equalization volume), while the other half of the tank is used for fire protection and emergency conditions (fire/emergency volume). **Table 4-14** summarizes the recommended elevated storage by pressure plane, by planning year.

For distribution pumping capacity, FNI recommended that each PP provide firm capacity (i.e., capacity with the largest pump in the plane out of service) to meet at least 125% of maximum day demands for all downstream pressure planes. A downstream pressure plane is defined as a plane which is fed directly by another plane via a booster pump station (e.g., PP-5 is downstream of PP-8, and both are downstream of PP-3, and all three are downstream of PP-1). PP-6 and PP-7 were considered as a single, combined PP when making distribution pumping and storage capacity recommendations, since both pressure planes are fed by Allegiance GST and PRVs from PP-1. **Table 4-15** shows a summary of the recommended distribution pumping capacity for each pressure plane. For ground storage capacity, FNI recommends that Lago Vista be able to store 6 hours of maximum day demand for the respective pressure plane at each pump station. This recommendation is reflected in the GST volumes included in the proposed water system improvements. **Table 4-16** summarizes the recommended distribution pumping capacity by WTP facility.

Table 4-14. Recommended Elevated Storage By Pressure Plane

Pressure Plane	Year	Connections	Recommended Volume (MG)	Available Elevated Storage *Partial/Total* (MG)
PP-1	2023	1,499	0.30	0.47/0.55
	2028	2,073	0.41	0.43/0.55
	2033	2,585	0.52	0.52/0.55
	Buildout	7,093	**1.42**	**0.55/0.55**
PP-2	2023	1,055	0.21	0.48
	2028	944	0.19	
	2033	1,392	0.28	
	Buildout	1,573	0.31	
PP-3	2023	576	0.12	0.24
	2028	633	0.13	
	2033	812	0.16	
	Buildout	1,772	**0.35**	
PP-4	2023	258	0.05	0.32
	2028	253	0.05	
	2033	291	0.06	
	Buildout	1,341	0.27	
PP-5	2023	147	**0.03**	Hydro
	2028	213	**0.04**	
	2033	265	**0.05**	
	Buildout	1,801	**0.36**	
PP-6 & PP-7	2023	1,805	**0.36**	0.36/0.28
	2028	1,986	**0.40**	0.40/0.28
	2033	2,237	**0.45**	**0.31/0.28**
	Buildout	4,566	**0.91**	**0.28/0.28**
PP-8	2023	42	0.01	0.20
	2028	55	0.01	
	2033	70	0.01	
	Buildout	210	0.04	
Upper Tessera	2023	--	--	--
	2028	662	0.13	0.60
	2033	1,000	0.20	
	Buildout	2,030	0.41	

Table 4-15. Recommended Pumping & Ground Storage By Pressure Plane

Pressure Plane	Year	Connections	Max Day Demand (MGD)	125% Max Day Demand (MGD)	Available Firm Pumping (MGD)	Recommended Ground Storage *6 hours of Maximum Day* (MG)	Available Ground Storage (MG)
PP-1	2023	1,499	0.90	1.12	2.00	0.22	0.50
	2028	2,073	1.24	1.55		0.31	
	2033	2,585	1.55	1.94		0.39	
	Buildout	7,093	4.60	**5.75**		**1.15**	
PP-2	2023	1,055	0.63	0.79	1.44	0.16	0.23
	2028	944	0.57	0.71		0.14	
	2033	1,392	0.83	1.04		0.21	
	Buildout	1,573	0.94	**1.18**		**0.24**	
PP-3	2023	576	0.35	0.43	1.15	0.09	0.24
	2028	633	0.38	0.47		0.09	
	2033	812	0.49	0.61		0.12	
	Buildout	1,772	1.06	**1.33**		**0.27**	
PP-4	2023	258	0.15	0.19	2.16	0.04	0.24
	2028	253	0.15	0.19		0.04	
	2033	291	0.17	0.22		0.04	
	Buildout	1,341	0.80	1.00		0.20	
PP-5	2023	147	0.09	0.11	0.32	0.02	0.20
	2028	213	0.13	0.16		0.03	
	2033	265	0.16	0.20		0.04	
	Buildout	1,801	1.08	**1.35**		**0.27**	
PP-6 & PP-7	2023	1,805	1.08	1.35	2.45	**0.27**	0.23
	2028	1,986	1.19	1.49		**0.30**	
	2033	2,237	1.34	1.68		**0.34**	
	Buildout	4,566	2.74	**3.42**		**0.68**	
PP-8	2023	42	0.03	0.03	0.32	0.01	0.24
	2028	55	0.03	0.04		0.01	
	2033	70	0.04	0.05		0.01	
	Buildout	210	0.13	0.16		0.03	
Tessera (Upper & Lower)	2023	--	0.00	0.00	0	0.00	0
	2028	662	0.40	0.50	2.16	0.10	0.50
	2033	1,000	0.60	0.75		0.15	
	Buildout	2,030	1.22	1.52		0.30	

Table 4-16. Recommended Pumping & Treatment Capacity By WTP

Treatment Plant	Year	Connections Served	Maximum Demand (MGD)	Treatment Capacity (MGD)	Pumping Capacity (MGD)
WTP #1	2023	2,078	1.25	2.0	North – 1.44 South – 2.45 Total – 3.89
	2028	2,760	1.65		
	2033	3,830	2.30		
	Buildout	8,727	5.23		
WTP #3	2023	3,304	1.98	2.0	2.00
	2028	4,059	2.43		
	2033	4,822	2.89		
	Buildout	11,659	6.99		
Total	2023	5,382	3.23	4.0	North – 1.44 South – 4.45 Total – 5.89
	2028	6,819	4.09		
	2033	8,652	5.19		
	Buildout	20,386	12.22		

4.3.3 Hydraulic Modeling Analysis

The calibrated model was used to conduct hydraulic analyses of system operations, residual pressure, and available fire flow throughout the distribution system under existing maximum day and peak hour demand conditions. FNI conducted a 24-hour EPS analysis of the system over time to assess response to hourly changes in demand, pump cycling, and tanks filling or draining. During a maximum day EPS analysis, the peak hour demand is also simulated using hourly peaking factors based on the typical diurnal demand pattern. Peak hour demand represents the single hour of the year with the highest system demand. Peak hour simulations are used to assess the ability of the distribution system to maintain residual pressures because the highest demand period typically induces the greatest head loss and lowest pressures throughout the system. Lower demand periods throughout the day were also simulated in EPS modeling to evaluate the system's ability to replenish storage tanks.

Figure 4-7 illustrates the minimum pressures observed in the model under existing demand conditions. Minimum pressures shown on the map represent the lowest pressure experienced at each node during the 24-hour simulation, usually occurring during the peak hour. The TCEQ minimum required pressure within a distribution system is 35 pounds per square inch (psi) under non-emergency demand conditions. As illustrated on **Figure 4-7**, the model indicated pressures ranging between 20 to 165 psi. The lowest modeled pressures are located at the highest elevations at the extremities of PP-1, PP-2, PP-3, and PP-6:

- PP-1: Pinnacle Cove cul-de-sac
- PP-1: Thunderbird Street between Bonanza and Dawn Drive
- PP-2 (Tessera): The western boundary of the Tessera development
- PP-3: Destination Way near FM 1431 Road
- PP-6: Highland Lake Drive, north of Byrd Avenue

Pressures exceed 80 psi in many pressure planes across the entire distribution, mostly along areas along the Colorado River and more broadly within PP-2. Per the International Residential Code (IRC) , the static water pressure shall be no greater than 80 psi without an approved pressure-reducing valve installed on at the customer connection. It is expected homes within the Lago Vista service area have dedicated service PRVs installed that is compliant with detail WT-25 from the City's standard details. In general, the water distribution system has sufficient looping and adequate water line sizes such that high velocities and head loss is not a concern for current conditions. Areas that can be easily converted to adjacent pressure planes or low pressures on dead-end mains will be prioritized in the CIP.

FIGURE 4-7

CITY OF LAGO VISTA

EXISTING WATER SYSTEM
MAXIMUM DAY
MINIMUM PRESSURE

LEGEND

- Pump Station
- Hydropneumatic Tank
- Ground Storage Tank
- Elevated Storage Tank
- Water Treatment Plant
- 8" and Smaller Water Line
- 10" and Greater Water Line
- Pressure Reducing Valve
- Tank Fill Valve
- Closed Valve
- Road
- Water Body
- City Limit
- ETJ Boundary
- Other City Limit

PRESSURE PLANES

- PP-1
- PP-2
- PP-3
- PP-4
- PP-5
- PP-6
- PP-7
- PP-8

MAXIMUM PRESSURE

- Less than 35 psi
- 35 - 45 psi
- 45 - 65 psi
- 65 - 85 psi
- Greater than 85 psi

Bronco Pump Station

Talon Pump Station

Hollows Ground Storage Tank

Butler Standpipe

Paseo Pump Station

Lohman Pump Station

Water Treatment Plant #1

Water Treatment Plant #3

Viking Elevated Storage Tank

Allegiance Pump Station

Golf Ball Elevated Storage Tank

Colorado River

Lake Travis

JONESTOWN

LAKEWAY

BRIARCLIFF

SCALE IN FEET 0 1,500 3,000

FREESE AND NICHOLS

CITY OF LAGO VISTA TEXAS

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4.3.4 Fire Flow Analysis

To evaluate the system's ability to meet fire suppression demands, a fire flow analysis was conducted under maximum day demand conditions. Per the International Fire Code (IFC), the recommended minimum conditions for fire flow in the water system are 1,000 gpm of available flow at each hydrant (B105.2), while maintaining a TCEQ-required minimum residual pressure of 20 psi at the fire hydrant (30 TAC 290.44 (d)). For this analysis, a steady-state model run was conducted to calculate the available fire flow at each fire hydrant node in the system with a pressure of 20 psi. **Figure 4-8** illustrates the results of the fire flow simulation. The capability of the distribution system to deliver at least 1,500 gpm varies from pressure plane to pressure plane, with much of the deficiency occurring in the older parts of town with pipeline diameters of less than 6-inches. Areas of PP-1, PP -2, PP-3, PP-5 and PP-6 notably have high proportion of small diameter mains incapable of delivering fire flow above 1,500 gpm. Upsizing of smaller lines and looping are two methods to improve low fire flow. As areas are improved with larger diameter distribution mains (8-inches or 6-inches), it is recommended that additional fire hydrants be installed to improve fire protections. Available fire flow for commercial, multi-family, and industrial land uses should be evaluated on a case-by-case basis.

FIGURE 4-8
CITY OF LAGO VISTA
EXISTING WATER SYSTEM AVAILABLE FIRE FLOW

Bronco Pump Station
Talon Pump Station
Hollows Ground Storage Tank
Butler Standpipe
Paseo Pump Station
Lohman Pump Station
Water Treatment Plant #1
Water Treatment Plant #3
Viking Elevated Storage Tank
Allegiance Pump Station
Golf Ball Elevated Storage Tank

LEGEND

- Pump Station
- Hydropneumatic Tank
- Ground Storage Tank
- Elevated Storage Tank
- Water Treatment Plant
- 8" and Smaller Water Line
- 10" and Larger Water Line
- Road
- Water Body
- City Limit
- ETJ Boundary
- Other City Limit

PRESSURE PLANES

- PP-1
- PP-2
- PP-3
- PP-4
- PP-5
- PP-6
- PP-7
- PP-8

AVAILABLE FIRE FLOW

- Less than 500 gpm
- 500 - 1,000 gpm
- 1,000 - 2,000 gpm
- 2,000 - 3,000 gpm
- Greater than 3,500 gpm

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CITY OF LAGO VISTA TEXAS

0 1,300 2,600
SCALE IN FEET

Colorado River
Lake Travis
JONESTOWN
LAKEWAY

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5.0 WATER SYSTEM CAPITAL IMPROVEMENT PLAN

The recommended CIP improvements presented on **Figure 5-1** will provide the required capacity and reliability to meet projected peak demands through the buildout scenario. All of the recommended projects, sans Projects #8 and #9, add capacity to the water collection system and are eligible for impact fees. Locations shown for new pipelines and other recommended improvements were generalized. Specific pipeline alignments and facility sites will need to be determined as part of the design process. All dollar values presented in this section can be assumed to be nominal values with a price base of 2024. If values are to be used in a year other than 2024, they should be adjusted for factors that affect nominal prices over time, as appropriate.

Using the hydraulic model to analyze the water distribution system, improvements were phased into the three planning periods in which they become hydraulically necessary. The order of CIP projects listed represents FNI's recommended sequence of project execution based on model analysis, field observations, and the City's communication of operational experience and perception of priorities. Project priorities may evolve as system needs, growth pressure, regulatory direction, field conditions, and funding availability dictate. Municipal water and wastewater service providers typically find the need to re-order CIP project priority, sequence, and/or timing of execution. FNI recommends that Lago Vista execute the CIP in the general order listed to address its infrastructure challenges most efficiently and cost effectively. The following sections list the projects by phase and provide a description and driver for each project. **Table 5-1** summarizes a Class 5 opinion of probable construction costs (OPCC) of the water system CIP projects. Capital costs were calculated for the major water pipelines but do not include costs for individual service connections or internal subdivision lines. Additionally, fees associated with design, surveying, environmental studies, geotechnical studies, land acquisition, legal fees, etc. are not included In OPCCs. This OPCC is a prediction based on available information at the present time to represent a forecast of conditions at some point in the future. As such, an OPCC is an approximation and thus, has an inherent level of uncertainty. Unit prices and quantities associated with each line item shown in the OPCC are subject to some variability. In addition, most large-scale construction projects encounter cost requirements during bidding and/or construction that could not have been reasonably identified during the design phase. A 30% contingency cost was assigned to the unknowns in the definition of the project. It is intended to account for construction costs that have not yet been identified due to the project's maturity and should be expected to be fully used for construction. Detailed descriptions of the projects and their associated costs are included in **Appendix C**.

Tessera
New 0.60 MG Elevated Storage Tank

Tessera
New Booster Pump Station
(2) - 1,500 gpm Pumps
0.50 MG GST

Talon
Pump Station
New Hydro Tank (Decommission)
New 0.40 MG EST
(2) - 225 gpm Pumps (Decommission)
0.20 MG GST (Decommission)

Bronco
Pump Station
(2) - New 1,000 gpm Pumps
New 0.5 MG GST
(2) - 225 gpm Pumps (Decommission)
0.24 MG GST (Decommission)

Paseo
Pump Station
(2) - New 1,500 gpm Pumps
New 1.5 MG GST
New 1,500 gpm Pump (Decommission)
(4) - 500 gpm Pumps
0.24 MG GST

Lohman
Pump Station
(2) - 400 gpm Pumps
(1) - 650 gpm Pumps
0.24 MG GST

Hollows
0.125 MG GST

Butler
0.32 MG Standpipe
Overflow Elev. 1,136'

Water Treatment Plant #1
(2) - New 1,500 gpm Pumps
(2) - 1,000 gpm Pumps
0.21 MG Ground Storage Tank
0.24 MG Ground Storage Tank

Water Treatment Plant #3 Expansion
(2) New 3,000 gpm Pump
New 2.5 MG GST
4.0 MGD WTP3 Expansion
(2) - New 2,000 gpm Pumps
New 2.5 MG GST
10.0 MGD WTP3 Expansion
(2) - 1,390 gpm Pumps
0.50 MG GST (Decommission)

Viking
Elevated Storage Tank
New 0.75 MG EST
0.40 MG EST (Decommission)
Overflow Elev. 1055'

New 0.75 MG Bowden Point
Elevated Storage Tank

Allegiance
Pump Station
(2) - 500 gpm Pumps
0.28 MG Ground Storage Tank
New 1.25 MG GST

Golf Ball
0.15 MG Elevated Storage Tank
Overflow Elev. 1053'
Decommission

PRV

Closed

Open

FIGURE 5-1
CITY OF LAGO VISTA
WATER SYSTEM
CAPITAL IMPROVEMENTS PLAN

LEGEND

- Road
- Water Body
- City Limit
- ETJ Boundary
- Other City Limit
- Water Treatment Plant
- 8" and Smaller Water Line
- 10" and Larger Water Line
- Valve
- Pressure Reducing Valve

Existing Water System
- Pump Station
- Hydropneumatic Tank
- Ground Storage Tank
- Elevated Storage Tank

Proposed Improvement Phase
- Short Term Project
- Intermediate Project
- Long Term Project

Developer Improvements
- Short Term Water Line
- Long Term Water Line
- Extension Water Line

PRESSURE PLANES
- Lower Tessera
- PP-1
- PP-2
- PP-3
- PP-4
- PP-5
- PP-6
- PP-7
- PP-8
- Upper Tessera

CITY OF LAGO VISTA TEXAS

FREESE AND NICHOLS

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Table 5-1. Water System Capital Improvements Capacity Projects Summary

Project No.	Project Name	Cost ($)
1	New Talon Hydro Tank	$710,200
2	New 0.75 MG Bowden Point EST	$5,933,000
3	Boggy Ford Water Line	$1,344,100
4	WTP #3 Treatment Expansion and High Service Pump Expansion - Short	$18,251,000
5	Lohman Ford Transmission Main Extension	$4,903,600
6	Bar K 12-inch Water Line	$690,700
7	Lohman Ford 16-inch Water Line	$3,056,600
8	Pressure Plane Conversion	$1,273,400
9	Miscellaneous Water Line Connections	$1,019,700
	5-Year Total	**$37,182,300**
10	New 1.0 MG Allegiance GST	$2,803,200
11	WTP #3 Transmission Main	$8,379,500
12	Paseo/Lohman Ford Transmission Main	$3,641,900
13	New Paseo Pump Station and GST	$8,357,100
14	High Drive Water Line	$1,478,600
15	Patton Ave Water Line	$1,203,500
	10-Year Total	**$25,863,800**
16	Boggy Ford Transmission Main	$3,493,900
17	Lohman Ford Transmission Main Upsize	$2,237,400
18	WTP #3 Treatment and Pump Expansion – Buildout	$64,389,700
19	New 0.75 Viking EST	$6,347,800
20	New 0.40 MG Talon EST	$3,737,500
21	New Bronco Booster Pump Station and Transmission Main	$5,258,000
22	PP-5 12-inch Water Line	$786,400
23	New 1,500 gpm Paseo Pump	$1,614,600
24	WTP #1 HSP Expansion	$2,421,900
	Buildout Total	**$90,287,200**
	Water Capital Improvement Plan Total	**$153,333,300**

5.1 2023 THROUGH 2028 WATER SYSTEM IMPROVEMENTS

The timing of projects is based on projected demands. Some projects may be initiated sooner than indicated because of development pressure or rehabilitation urgency.

1. New Talon Hydro Tank

   This project consists of a new 30,000-gallon hydro tank to replace the existing hydro tank at the Talon pump station. Pressure Plane 5 currently supplies 17 gallons per connection of pressure tank storage. The hydro tank installation is intended to provide sufficient storage capacity to satisfy TCEQ requirements beyond the 10-year planning period.

2. New 0.75 MG Bowden Point EST

   This project consists of a new 0.75 MG EST to be installed near the Bowden Point Park at the intersection of Boggy Ford Road and National Drive. Upon completion of the proposed Bowden Point EST, the Golf Ball EST is to be decommissioned and demolished. Golf Ball EST and Viking EST currently serve Pressure Plane 1 directly, and Pressure Planes 6 & 7 through pressure reducing valves. Pressure Planes 6 & 7 borrow from the excess elevated storage in Pressure Plane 1 to meet TCEQ minimum elevated storage requirements. Additional elevated storage will be needed by the 10-year planning period to satisfy Pressure Planes 1, 6, and 7 minimum elevated storage requirements. Golf Ball EST is relatively small and was observed to quickly drain and fill during normal operating conditions. The replacement of this elevated storage tank with a large EST will reduce the rapid drain and fill cycle observed in existing conditions.

3. Boggy Ford Water Line

   This project consists of nearly 3,100 linear feet of 16-inch water main along Boggy Ford Road between Allegiance Avenue and Mount Vernon Avenue. The purpose of this project is to move water westward within Pressure Plane 1 from the proposed Bowden Point EST (Project #2) to the existing pressure reducing valves on Patton Avenue and Norton Avenue.

4. WTP #3 Treatment Expansion and High Service Pump Expansion – Short-Term

   This project consists of a 4.0 MGD expansion to the treatment capacity of WTP #3 and an expansion at the WTP #3 high service pump station to include two additional 3,000 gpm pumps. The existing combined water treatment plant capacities of WTP #1 and WTP #3 is 4 MGD. An additional 4.0 MGD of treatment plant capacity satisfies the water production

needs through the 2033 planning scenario. As WTP #1 is limited with space, future treatment improvements are assumed to take place at WTP #3. In order to distribute the treated water and supply the water system during maximum day conditions through the 2033 planning scenario, two 3,000 gpm pumps are recommended. The high service pump station (HSPS) will distribute to lower pressure planes as well as the Lohman/Paseo HSPS via project #5.

5. Lohman Ford Transmission Main

This project consists of 8,000 linear feet of 24-inch water transmission main along Lohman Ford Road, beginning at Lago Vista High School and connecting to the Lohman and Paseo Ground Storage Tanks. Pressure Planes 3, 4, 5, 8, and the Tessera development can only be supplied by WTP #1. All future WTP expansions are expected to take place at WTP #3. In order to move water to the northern pressure planes, this transmission main is required to move water from WTP #3 to the Lohman and Paseo GSTs. The 24-inch water main is recommended to serve buildout demands. Alternatively, a 16-inch main would suffice through the 10-year planning period but would need to be replaced with a 24-inch as velocities exceed 5 feet per second.

6. Bar K 12-inch Water Line

This project consists of about 1,650 linear feet of 12-inch water main along Bar K Road between Bluff Ridge Trail and Bison Trail. The purpose of this project is to increase hydraulic connectivity within Pressure Plane 5 and move water north within the pressure plane.

7. Lohman Ford 16-inch Water Line

This project consists of a 16-inch water line along Lohman Ford Road that begins at Boggy Ford Road and terminates at the Proposed Winn Ranch master planned development. This project extends water service south to the proposed Luna Ridge (Groseclose) and Winn Ranch master planned development communities. The proposed 16-inch water line is oversized from a 12-inch water line to provide excess capacity to additional potential growth in unincorporated areas not examined in this master plan. The timing and extent of this project is dependent upon the timing of construction for either of the proposed master planned developments.

8. Pressure Plane Conversion

This project consists of a collection of small-scale valve and water line improvements to convert certain areas of the distribution network to other pressure planes. The intent of this project is to convert enclaves within the water system to nearby pressure planes to improve the level of service and provide more consistent pressures during maximum day demands.

9. Miscellaneous Water Line Connections

This project consists of a collection of 12-inch and 8-inch water line improvements across multiple pressure planes. The intent of this project is to increase hydraulic connectivity across the water system and improve looping.

5.2 2029 THROUGH 2033 WATER SYSTEM IMPROVEMENTS

10. New 1.25 MG Allegiance GST

This project consists of a new 1.25 MG Allegiance GST to replace the existing 0.28 MG Allegiance GST. Pressure Planes 6 & 7 borrow elevated storage via pressure reducing valves from pressure plane 1. As growth continues in pressure planes 6 and 7, additional storage at the Allegiance pump station is required to meet TCEQ minimum standards for elevated storage.

11. WTP #3 Transmission Main

This project consists of 9,500 linear feet of 36-inch water transmission main from the WTP #3 facility, along Shoreline Ranch Drive, to the intersection of Lohman Ford Road and Boggy Ford Road. This project provides distribution capacity to move Buildout flows from WTP #3 to the rest of the water distribution network. The oversizing for this planning period will provide adequate conveyance capacity through the Buildout scenario.

12. Paseo/Lohman Ford Transmission Main

This project consists of 8,400 linear feet of 16-inch water transmission main along Lohman Ford Road and FM 1431 to add additional conveyance capacity to PP-3, PP-8, and the new Tessera HSPS. The proposed 16-inch transmission main provides additional conveyance capacity to supply multiple pressure planes through the buildout scenario under maximum day conditions.

13. New Paseo Pump Station and GST

This project expands the pumping and ground storage tank capacity of the Paseo HSPS. To meet the projected demands in Pressure Planes 3, 5, 8, and Tessera, the Paseo HSPS is recommended to be expanded to 1,500 gpm firm in the 10-year planning scenario, with the ability to add an additional pump for the buildout scenario.

14. High Drive Water Line

This project consists of 4,300 linear feet of 12-inch water main along High Drive beginning east of Rock Terrace Drive and ending east at the pressure reducing valve near Parliament Cove. The proposed 12-inch water line improvement increases conveyance west within PP-1 from the proposed Bowden Point EST and increases supply through the pressure reducing valve to PP-6.

15. Patton Avenue Water Line

This project consists of 3,500 linear feet of 12-inch water main along Boggy Ford Road and Patton Avenue to increase conveyance through the pressure reducing valve on Patton Avenue to supply PP-6. The proposed 12-inch water line improvement increases conveyance south within PP-1 from the existing 12-inch water line on Boggy Ford Road and increases supply through the pressure reducing valve on Patton Avenue to PP-6.

5.3 BUILDOUT WATER SYSTEM IMPROVEMENTS

16. Boggy Ford Transmission Main

This project consists of 5,700 linear feet of 24-inch water transmission main along Boggy Ford Road between Lohman Ford Road and Liberty Lane. The proposed 24-inch transmission main increases conveyance from WTP #3 to PP-1 and PP-6. The 24-inch transmission main is sized to convey accommodate supply from WTP #3 through the buildout scenario.

17. Lohman Ford Transmission Main – Segment 1

This project consists of 3,650 linear feet of 24-inch water transmission main along Lohman Ford Road between Boggy Ford Road and Lago Vista High School. The proposed 24-inch transmission main increases conveyance capacity from WTP #3 and the Lohman/Paseo pump station. The existing 16-inch water line has sufficient carrying capacity through the 10-year

planning period. As the water system trends towards buildout, the transmission main will need to be upsized in order to avoid high velocities.

18. WTP #3 Treatment and Pump Expansion – Buildout

This project consists of an expansion to the treatment capacity of WTP #3 to 18.0 MGD and an expansion at the WTP #3 high service pump station to include two additional 3,000 gpm pumps. The required combined water treatment plant capacities by the Buildout scenario is 17.61 MGD. An additional 9.5 MGD of treatment plant capacity satisfies the water production needs through the Buildout planning scenario. As WTP #1 is limited with space, future treatment improvements are assumed to take place at WTP #3. In order to distribute the treated water and supply the water system during maximum day conditions through the Buildout planning scenario, two 3,000 gpm pumps are recommended.

19. New 0.75 Viking EST

This project consists of a 0.75 MG Viking elevated storage tank to replace the existing 0.40 MG Viking elevated storage tank. Golf Ball EST and Viking EST serve Pressure Plane 1 directly, and Pressure Planes 6 & 7 through pressure reducing valves. Pressure Planes 6 & 7 borrow from the excess elevated storage in Pressure Plane 1 to meet TCEQ minimum elevated storage requirements. Additional elevated storage will be needed for the Buildout planning period to satisfy Pressure Planes 1, 6, & 7 minimum elevated storage requirements.

20. New 0.40 MG Talon EST

This project consists of a 0.40 MG Talon elevated storage tank to replace the proposed Hydro Tank (Project #1). Pressure Plane 5 is currently supplied by the Talon HSP and associated Talon Hydro Tank. As Pressure Plane 5 approaches buildout, the pressure plane may be better served by a standing elevated storage tank, as opposed to a large hydro tank and a pump station with long run times. The elevated storage tank will provide excess storage for power outages and allow for the pumps supplying PP-5 to rotate. The proposed elevated storage tank is within flight path considerations of the nearby airport. Consultation and approval with the FAA will be required upon design and construction.

21. New Bronco Booster Pump Station and Transmission Main

This project consists of a new 1,000 gpm Bronco booster pump station (BPS), 0.50 MG Bronco ground storage tank, and a 12-inch transmission main to connect to the proposed Talon EST

(Project #20). The proposed Talon EST (Project #20) is to be served directly by a new Bronco BPS in lieu of upsizing the Bronco BPS and upsizing the Talon BPS. The Bronco BPS is to supply PP-5 directly through the proposed 12-inch transmission main and serve PP-8 through a new PRV.

22. PP-5 12-inch Connection

This project consists of 1,800 linear feet of 12-inch water line within PP-5 along Bar K Ranch Road. The proposed 12-inch water line supports the additional supply from the new Bronco booster pump station (Project #21) and the proposed 0.40 MG Talon EST (Project #20). The added conveyance capacity connects the proposed EST to the Bar K 12-inch water line proposed in Project #6).

23. New 1,500 gpm Paseo Pump

This project consists of an additional pump at the Paseo booster pump station (BPS). Growth in the areas served by the Paseo BPS requires the addition of another pump. The additional pump will provide sufficient firm capacity to meet demands through the Buildout planning scenario.

24. WTP #1 HSPS Expansion

This project consists of an expansion to the WTP #1 HSP that provides service to the Lohman/Paseo BPS. The expansion is intended to bring the firm pumping capacity to 1,500 gpm. Expanded pumping capacity at WTP #3 (Projects #4 & #18) and associated distribution mains (Projects #11 & #16) facilitate supply to lower pressure planes, thus relieving the need for WTP #1 to supply these areas. Increasing the pumping capacity at WTP #1 in the direction of the Lohman/Paseo BPS increases the redundancy of supply to the higher pressure planes directly.

5.4 SMALL DIAMETER WATER LINE REPLACEMENTS

As discussed in **Section 4.1.2**, the existing water system has nearly 24 miles of small diameter pipelines. In order to provide adequate supply for fire protection, pipeline sizes must be upsized to at least 6-inches in diameter where looped, or 8-inches for dead end mains. **Table 5-2** summarizes cost estimates for small diameter pipelines replaced as either 6-inch or 8-inch pipelines. Cost estimates are inclusive of a 30% contingency and 20% engineering and survey cost on top of the cost of material and installation. The total estimated replacement cost ranges from $17.8 million to $23.8 million.

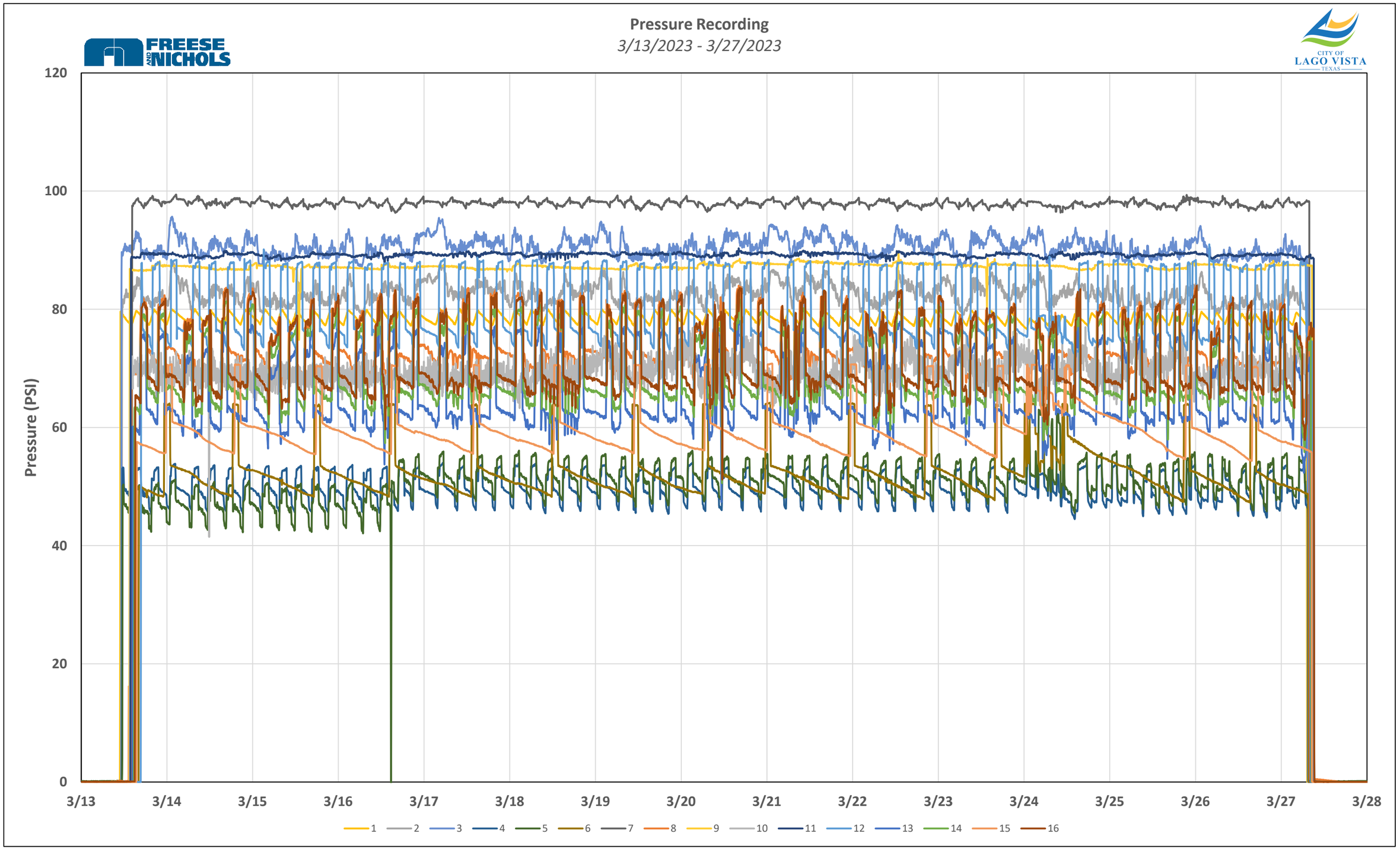
Table 5-2. Small Diameter Replacement Costs

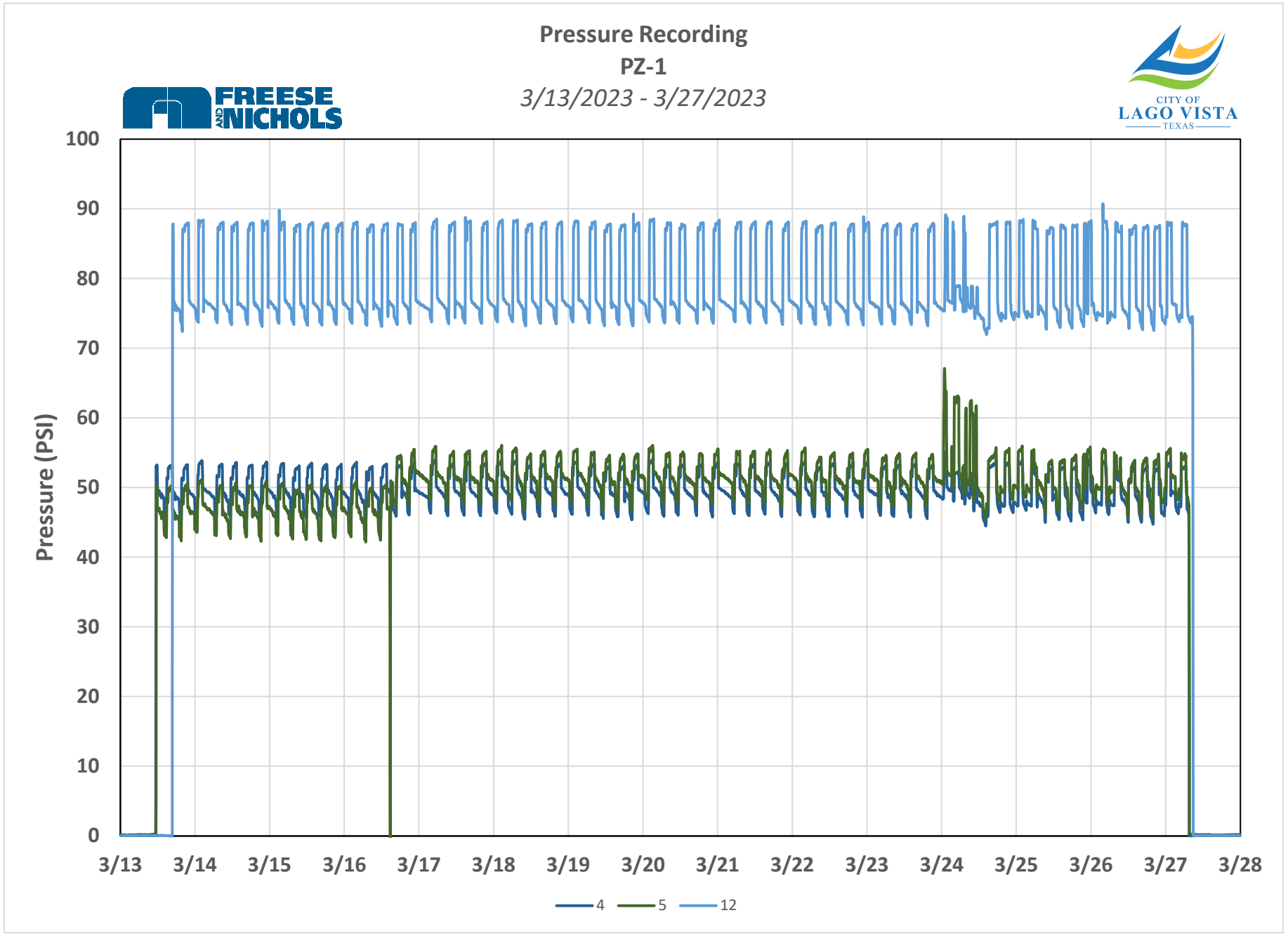
Pressure Plane	Small Diameter Pipe Length (ft)	6-inch Water Line Replacement Cost	8-inch Water Line Replacement Cost
PP-1	31,012	$4,352,400	$5,803,200
PP-2	20,009	$2,808,000	$3,744,000
PP-3	19,958	$2,808,000	$3,744,000
PP-4	9,859	$1,404,000	$1,872,000
PP-5	7,528	$1,053,000	$1,404,000
PP-6	22,520	$3,159,000	$4,212,000
PP-7	14,600	$2,049,900	$2,733,200
PP-8	1,434	$210,600	$280,800
Total	**126,921**	**$17,844,900**	**$23,793,200**

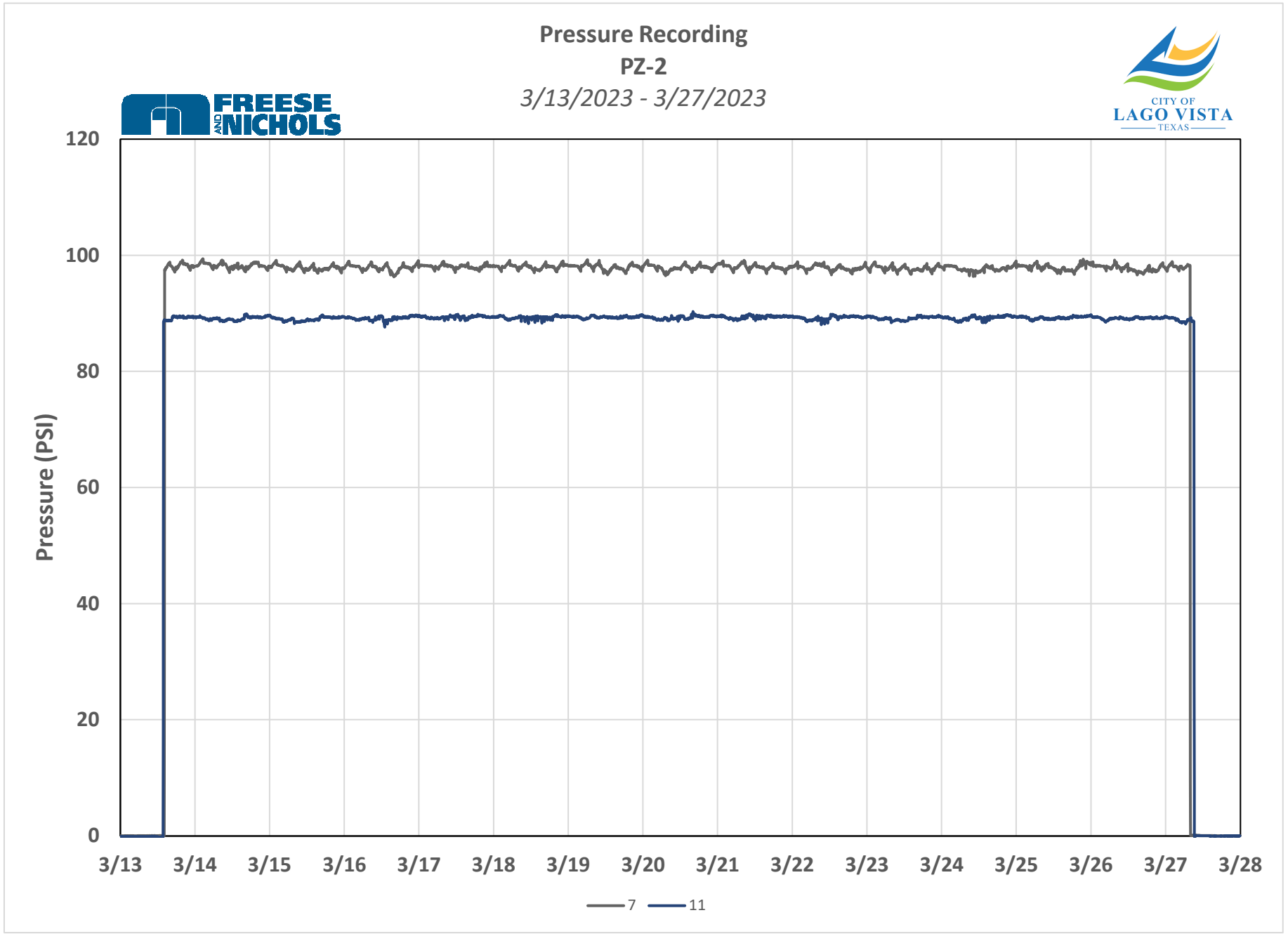
APPENDIX A
Temporary Pressure Recording Summary

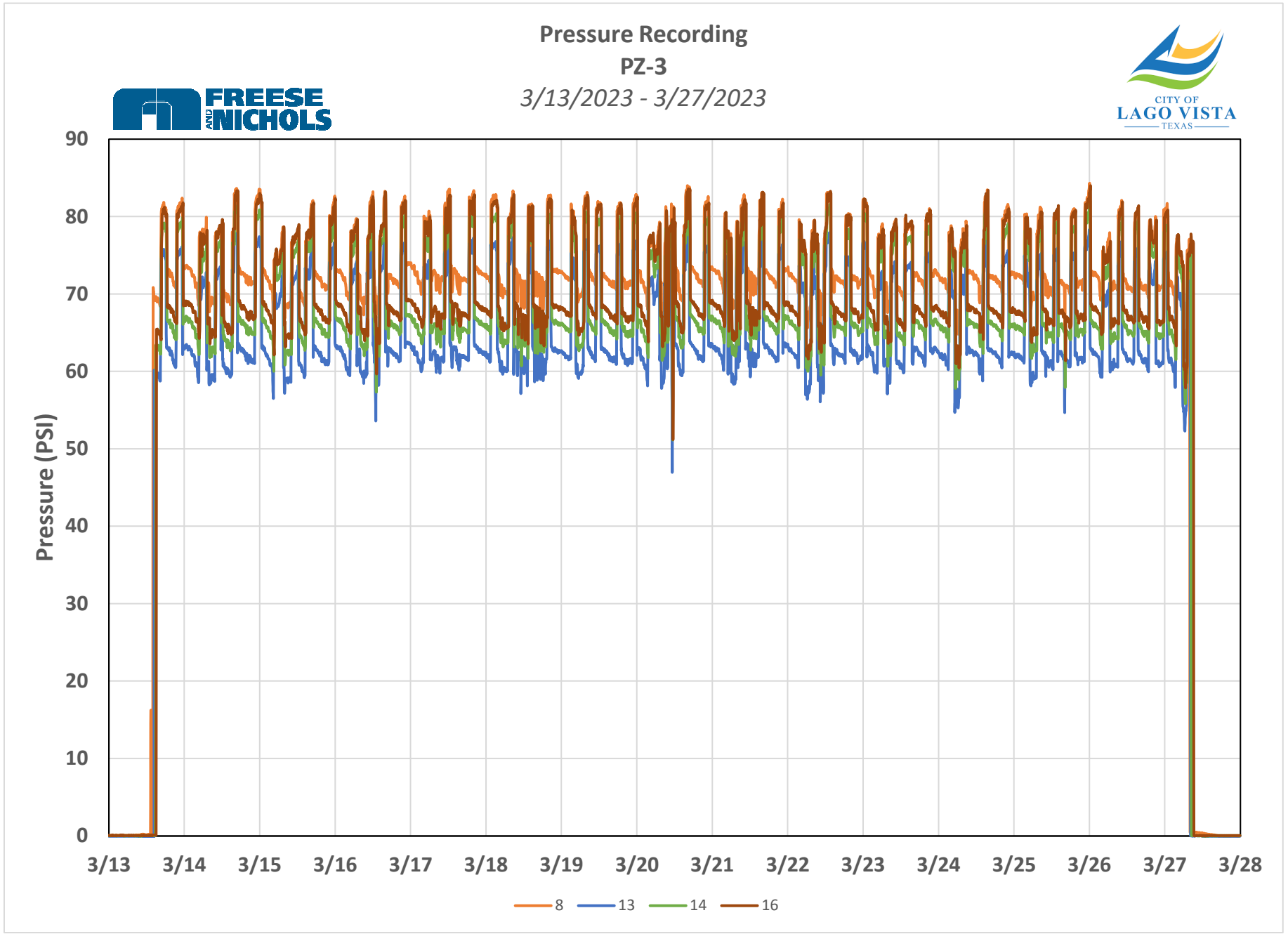
Pressure Recording

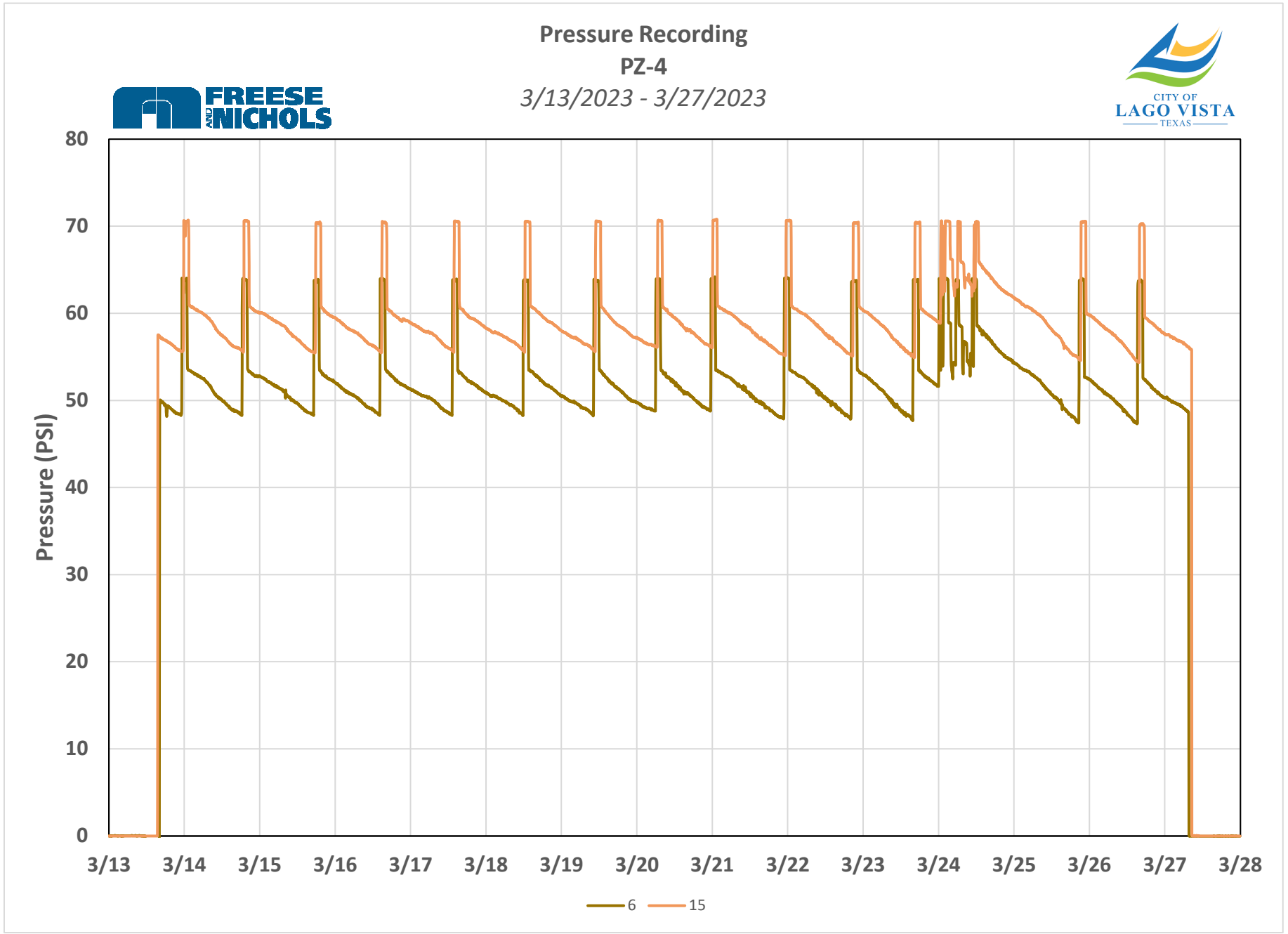
3/13/2023 - 3/27/2023

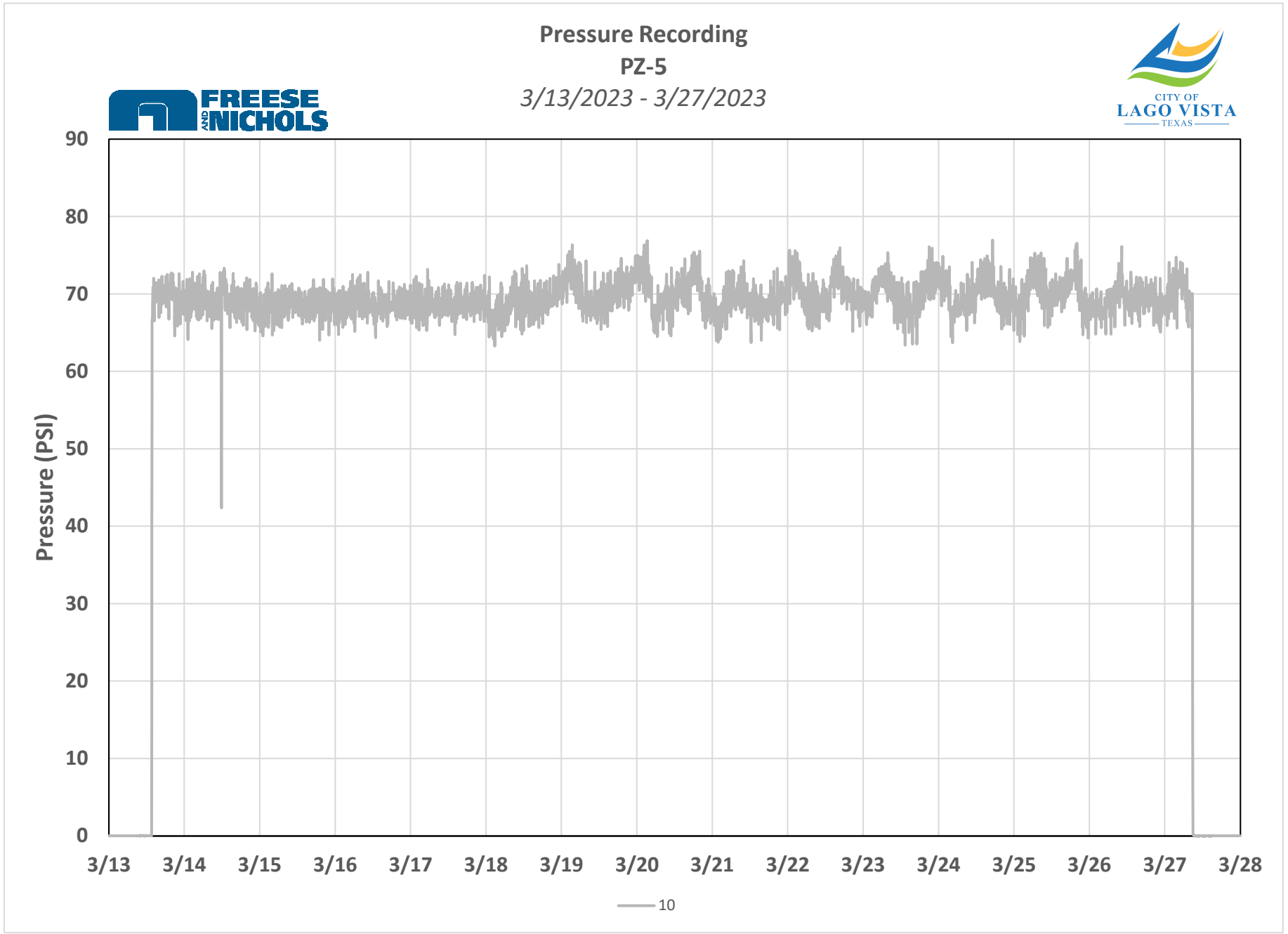


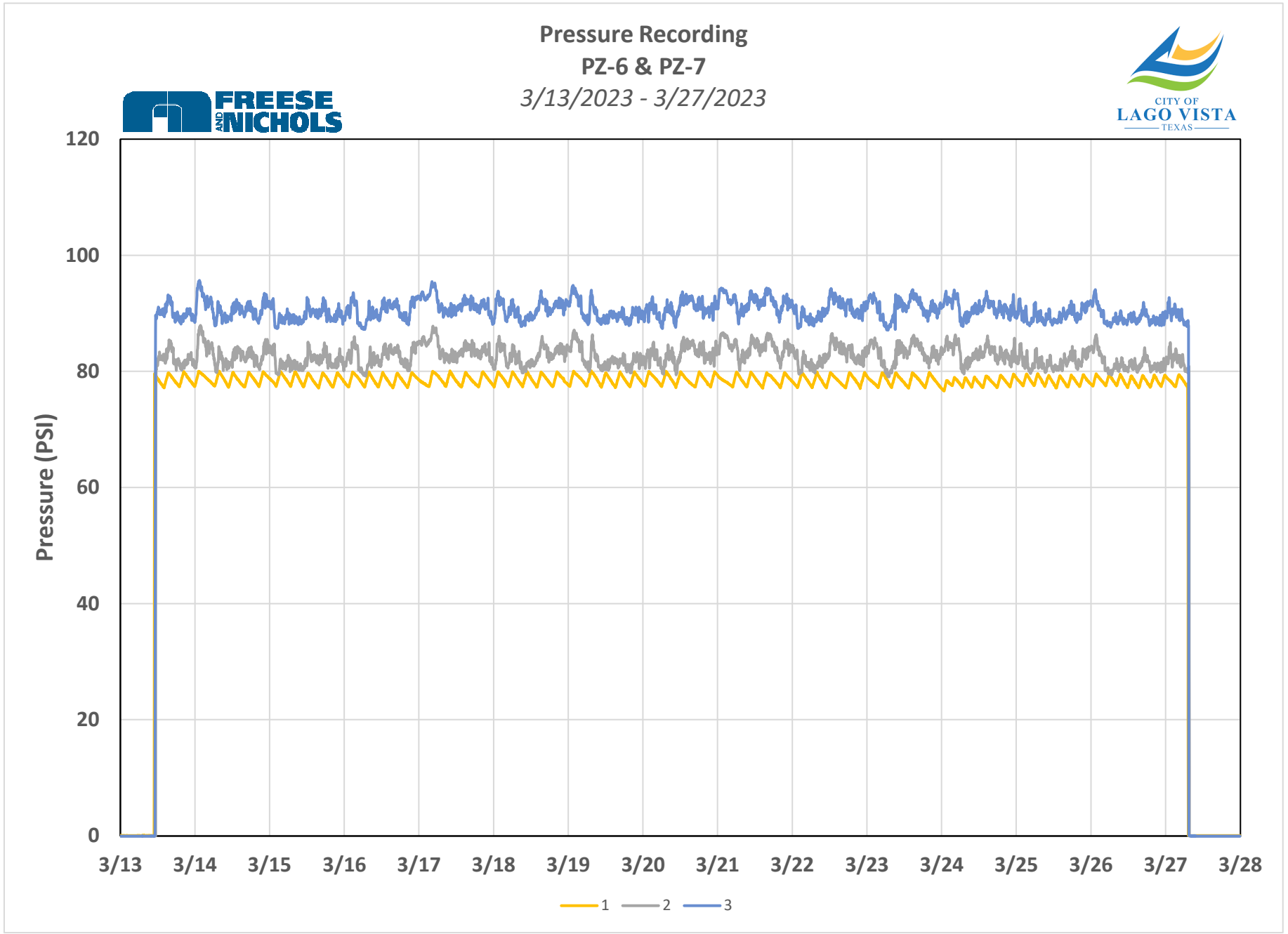

Pressure Recording
PZ-1
3/13/2023 - 3/27/2023
FREESE AND NICHOLS
CITY OF LAGO VISTA TEXAS
Pressure (PSI)
100
90
80
70
60
50
40
30
20
10
0
3/13
3/14
3/15
3/16
3/17
3/18
3/19
3/20
3/21
3/22
3/23
3/24
3/25
3/26
3/27
3/28
4
5
12

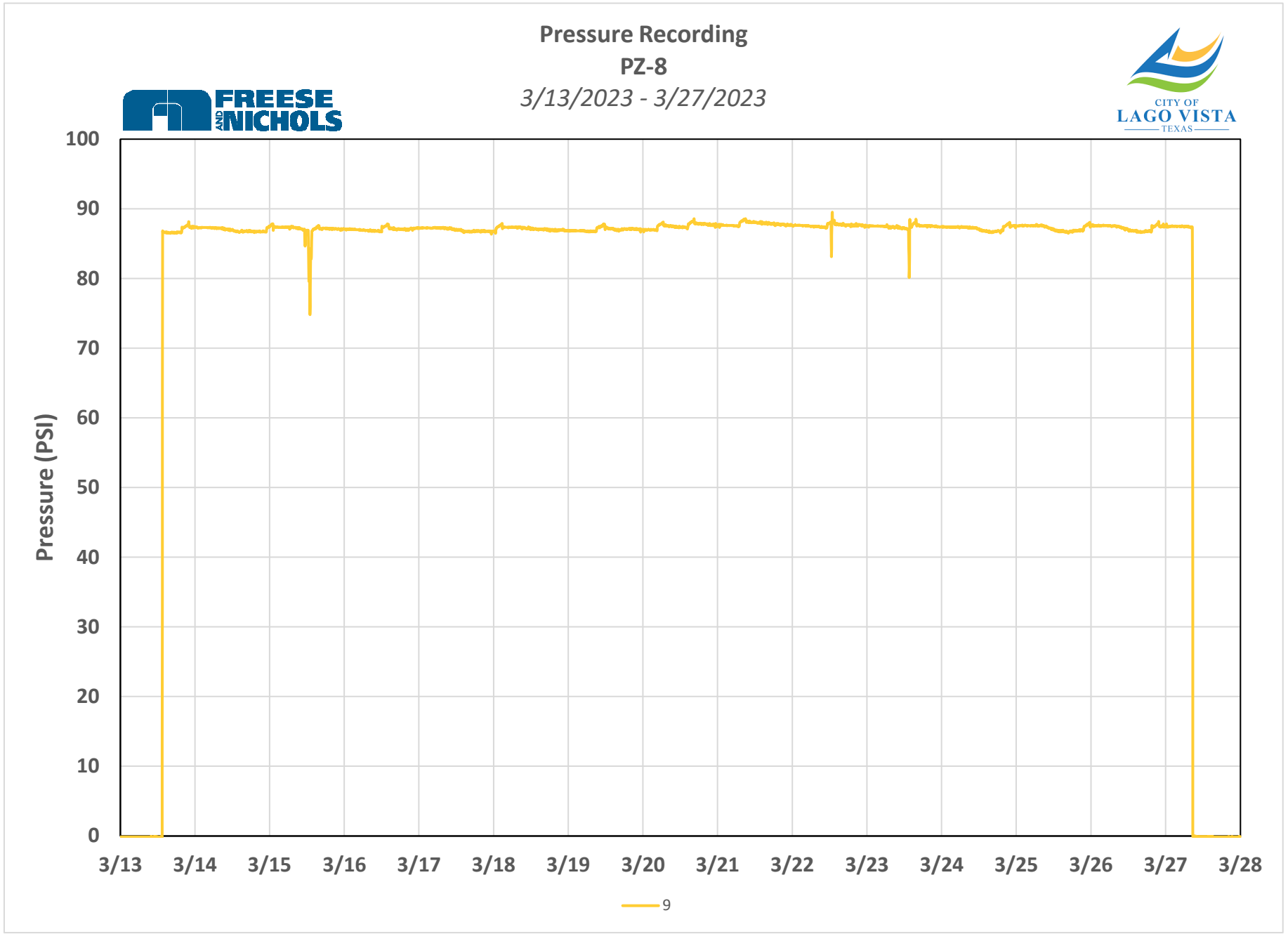

Pressure Recording
PZ-2
3/13/2023 - 3/27/2023
FREESE AND NICHOLS
CITY OF LAGO VISTA TEXAS
Pressure (PSI)
120
100
80
60
40
20
0
3/13
3/14
3/15
3/16
3/17
3/18
3/19
3/20
3/21
3/22
3/23
3/24
3/25
3/26
3/27
3/28
7
11


Pressure Recording
PZ-3
3/13/2023 - 3/27/2023
FREESE AND NICHOLS
CITY OF LAGO VISTA TEXAS
Pressure (PSI)
90
80
70
60
50
40
30
20
10
0
3/13
3/14
3/15
3/16
3/17
3/18
3/19
3/20
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3/22
3/23
3/24
3/25
3/26
3/27
3/28
8
13
14
16

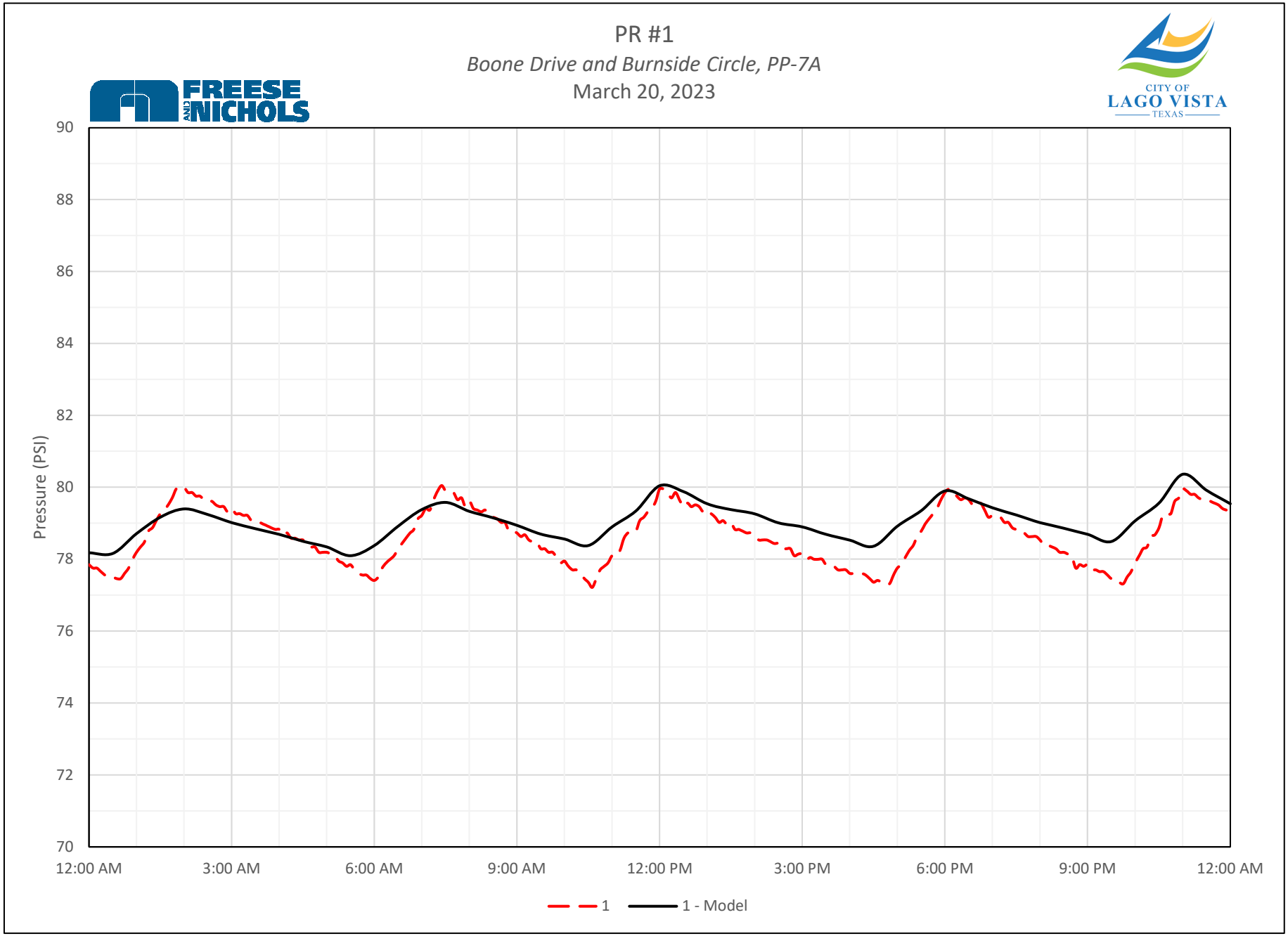

Pressure Recording
PZ-4
3/13/2023 - 3/27/2023
FREESE AND NICHOLS
CITY OF LAGO VISTA TEXAS
Pressure (PSI)
80
70
60
50
40
30
20
10
0
3/13
3/14
3/15
3/16
3/17
3/18
3/19
3/20
3/21
3/22
3/23
3/24
3/25
3/26
3/27
3/28
6
15


Pressure Recording
PZ-5
3/13/2023 - 3/27/2023
FREESE AND NICHOLS
CITY OF LAGO VISTA TEXAS
Pressure (PSI)
90
80
70
60
50
40
30
20
10
0
3/13
3/14
3/15
3/16
3/17
3/18
3/19
3/20
3/21
3/22
3/23
3/24
3/25
3/26
3/27
3/28
10


Pressure Recording
PZ-6 & PZ-7
3/13/2023 - 3/27/2023
FREESE AND NICHOLS
CITY OF LAGO VISTA TEXAS
Pressure (PSI)
120
100
80
60
40
20
0
3/13
3/14
3/15
3/16
3/17
3/18
3/19
3/20
3/21
3/22
3/23
3/24
3/25
3/26
3/27
3/28
1
2
3


Pressure Recording
PZ-8
3/13/2023 - 3/27/2023
FREESE AND NICHOLS
CITY OF LAGO VISTA TEXAS
Pressure (PSI)
100
90
80
70
60
50
40
30
20
10
0
3/13
3/14
3/15
3/16
3/17
3/18
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3/20
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3/24
3/25
3/26
3/27
3/28
9

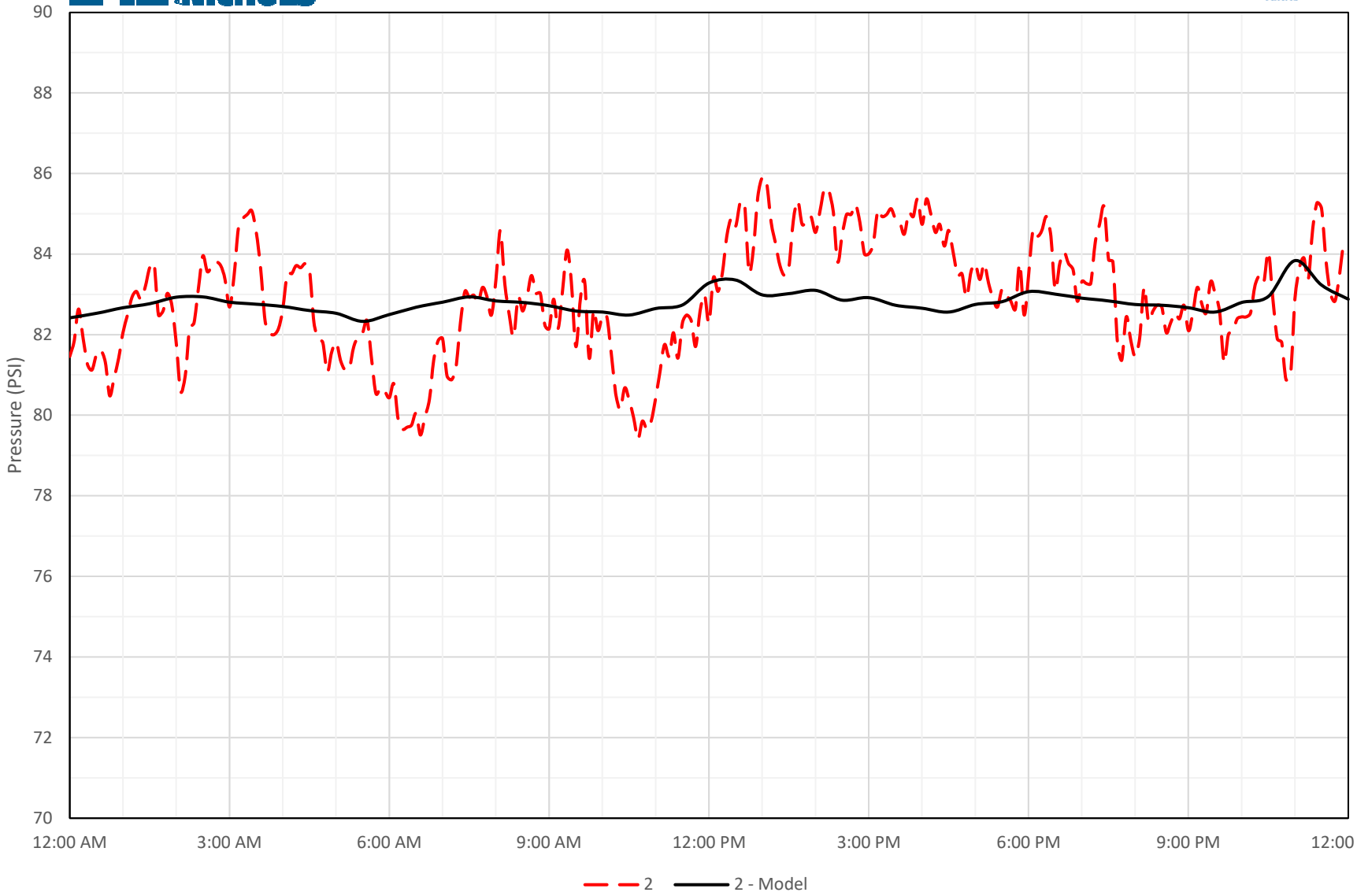
APPENDIX B
Hydraulic Water Model Calibration

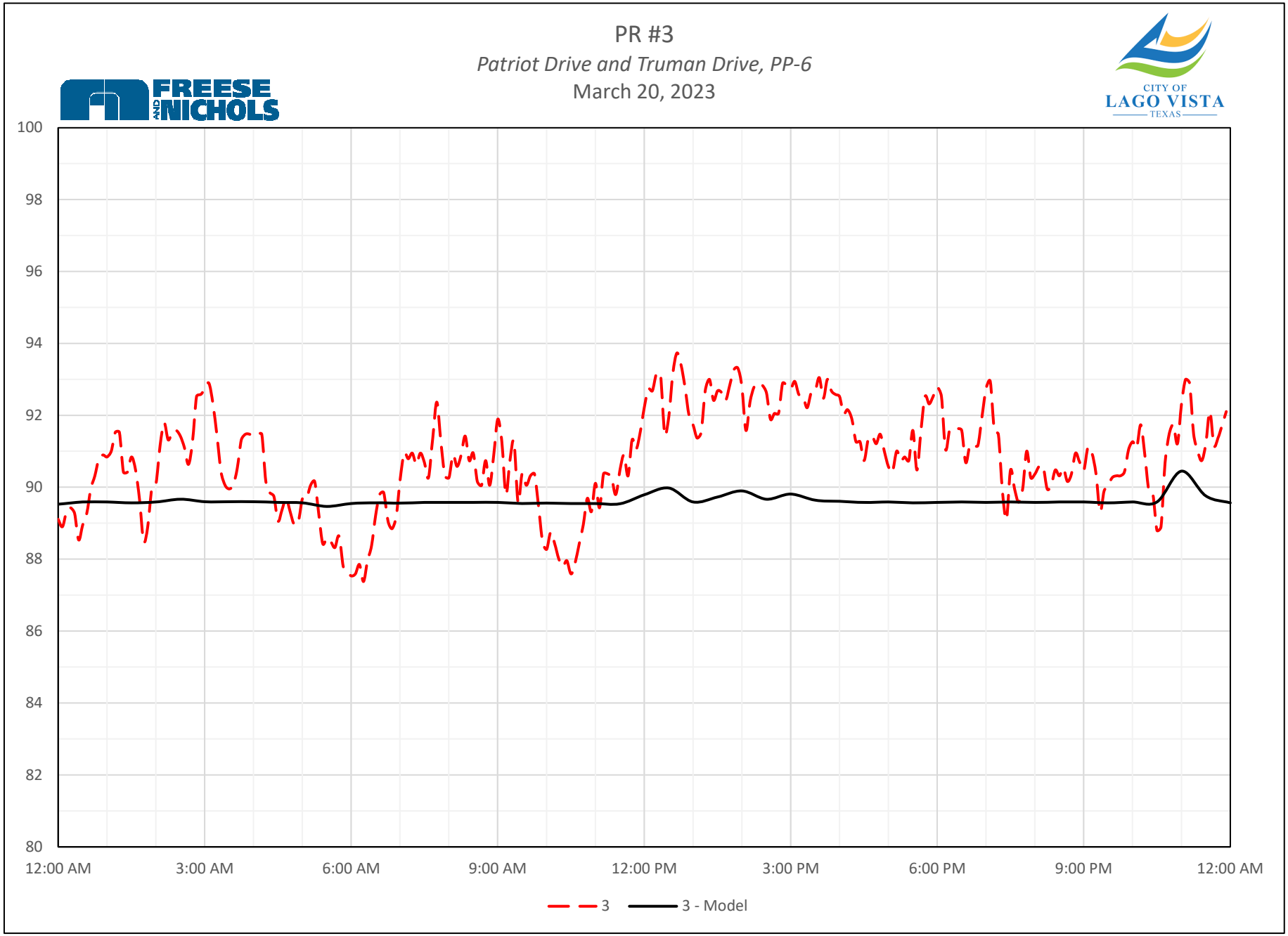

PR #1
Boone Drive and Burnside Circle, PP-7A
March 20, 2023
FREESE AND NICHOLS
CITY OF LAGO VISTA TEXAS
Pressure (PSI)
90
88
86
84
82
80
78
76
74
72
70
12:00 AM
3:00 AM
6:00 AM
9:00 AM
12:00 PM
3:00 PM
6:00 PM
9:00 PM
12:00 AM
1
1 - Model

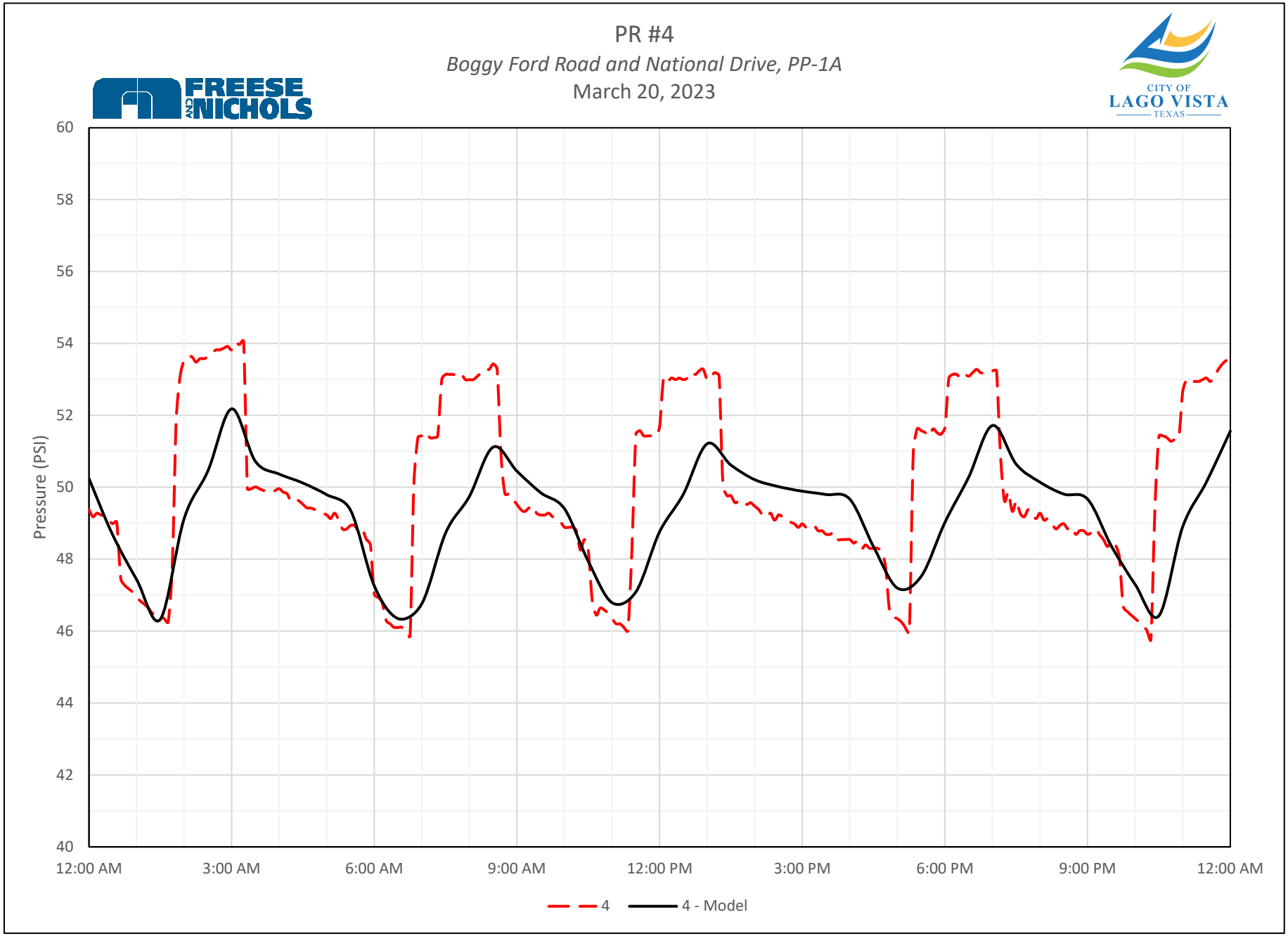
PR #2

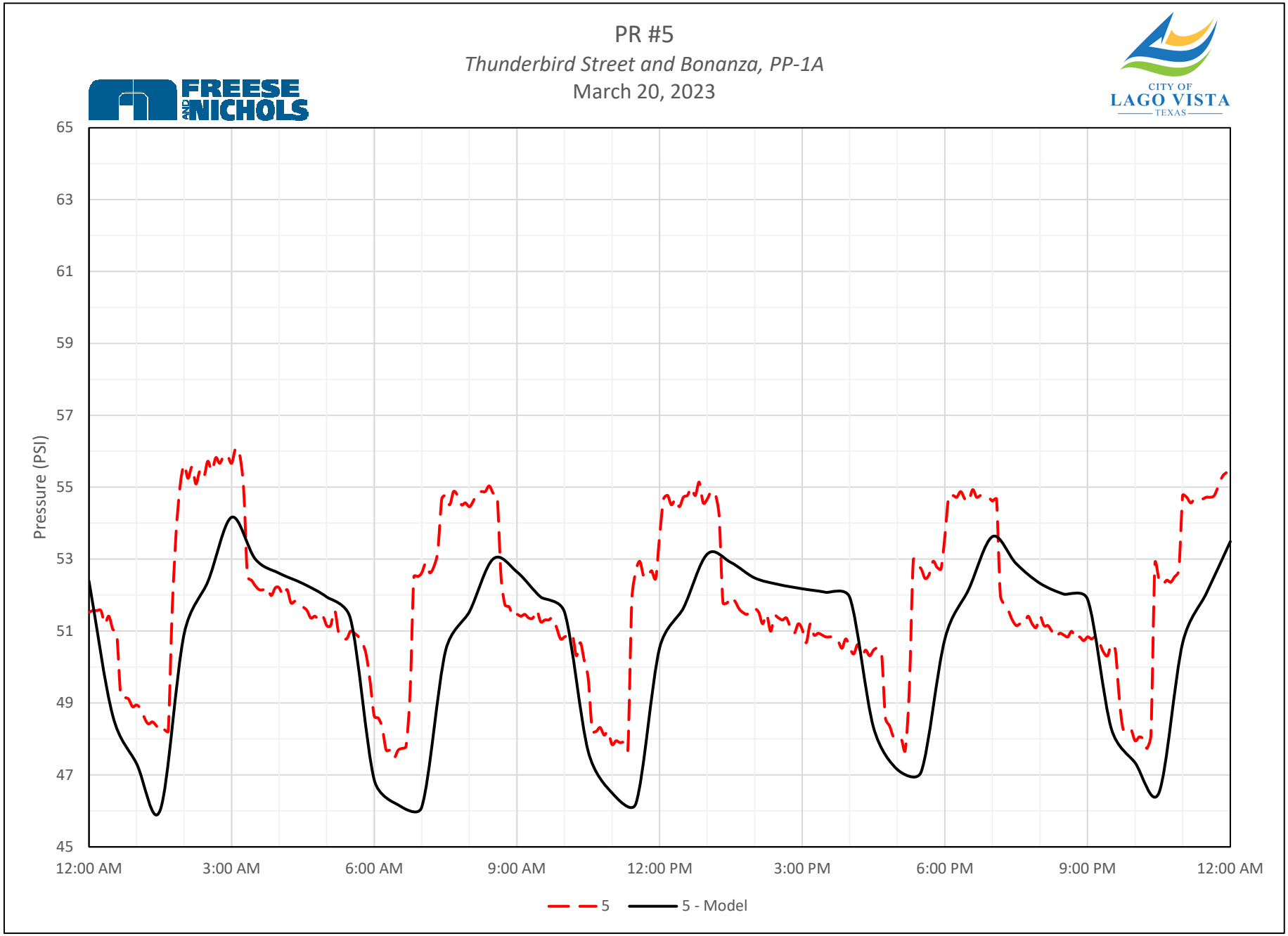
Highland Lake Drive and Farragret Cove, PP-6

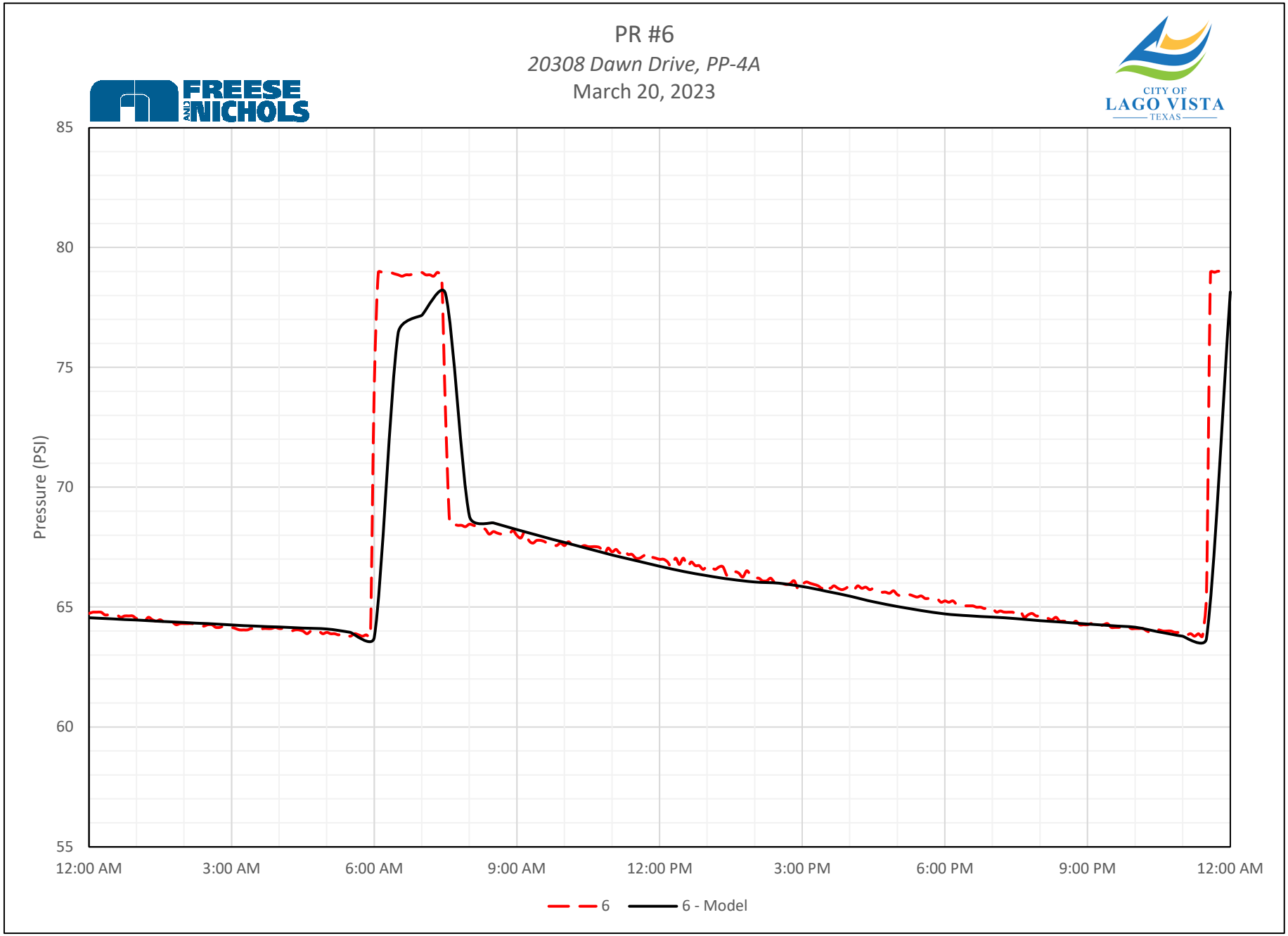
March 20, 2023

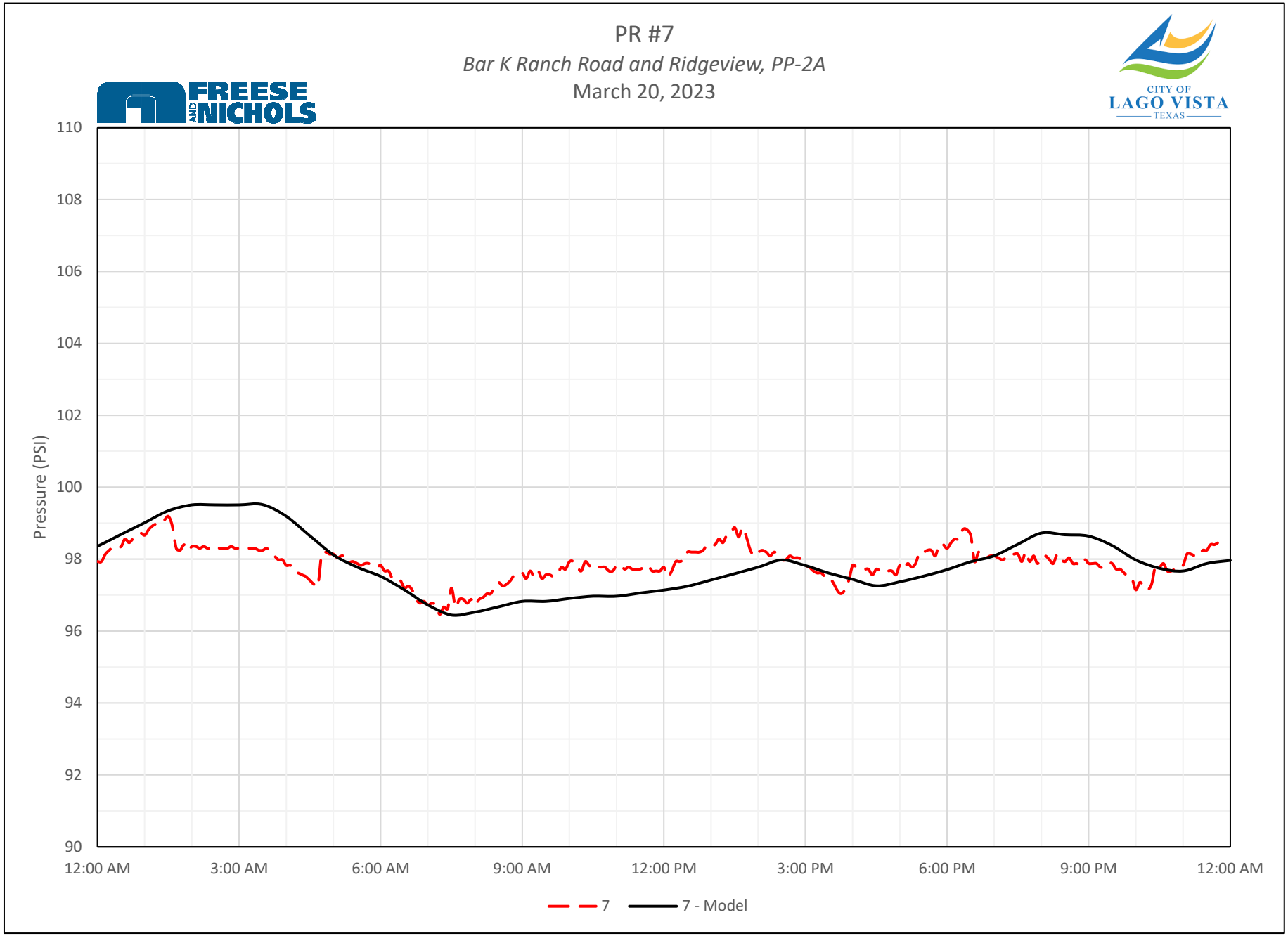



PR #3
Patriot Drive and Truman Drive, PP-6
March 20, 2023
FREESE AND NICHOLS
CITY OF LAGO VISTA TEXAS
100
98
96
94
92
90
88
86
84
82
80
12:00 AM
3:00 AM
6:00 AM
9:00 AM
12:00 PM
3:00 PM
6:00 PM
9:00 PM
12:00 AM
3
3 - Model


PR #4
Boggy Ford Road and National Drive, PP-1A
March 20, 2023
FREESE AND NICHOLS
CITY OF LAGO VISTA TEXAS
Pressure (PSI)
60
58
56
54
52
50
48
46
44
42
40
12:00 AM
3:00 AM
6:00 AM
9:00 AM
12:00 PM
3:00 PM
6:00 PM
9:00 PM
12:00 AM
4
4 - Model


PR #5
Thunderbird Street and Bonanza, PP-1A
March 20, 2023
FREESE AND NICHOLS
CITY OF LAGO VISTA TEXAS
Pressure (PSI)
65
63
61
59
57
55
53
51
49
47
45
12:00 AM
3:00 AM
6:00 AM
9:00 AM
12:00 PM
3:00 PM
6:00 PM
9:00 PM
12:00 AM
5
5 - Model


PR #6
20308 Dawn Drive, PP-4A
March 20, 2023
FREESE AND NICHOLS
CITY OF LAGO VISTA TEXAS
Pressure (PSI)
85
80
75
70
65
60
55
12:00 AM
3:00 AM
6:00 AM
9:00 AM
12:00 PM
3:00 PM
6:00 PM
9:00 PM
12:00 AM
6
6 - Model


PR #7
Bar K Ranch Road and Ridgeview, PP-2A
March 20, 2023
FREESE AND NICHOLS
CITY OF LAGO VISTA TEXAS
Pressure (PSI)
110
108
106
104
102
100
98
96
94
92
90
12:00 AM
3:00 AM
6:00 AM
9:00 AM
12:00 PM
3:00 PM
6:00 PM
9:00 PM
12:00 AM
7
7 - Model

PR #8

Bar K Ranch Road and Chestnut

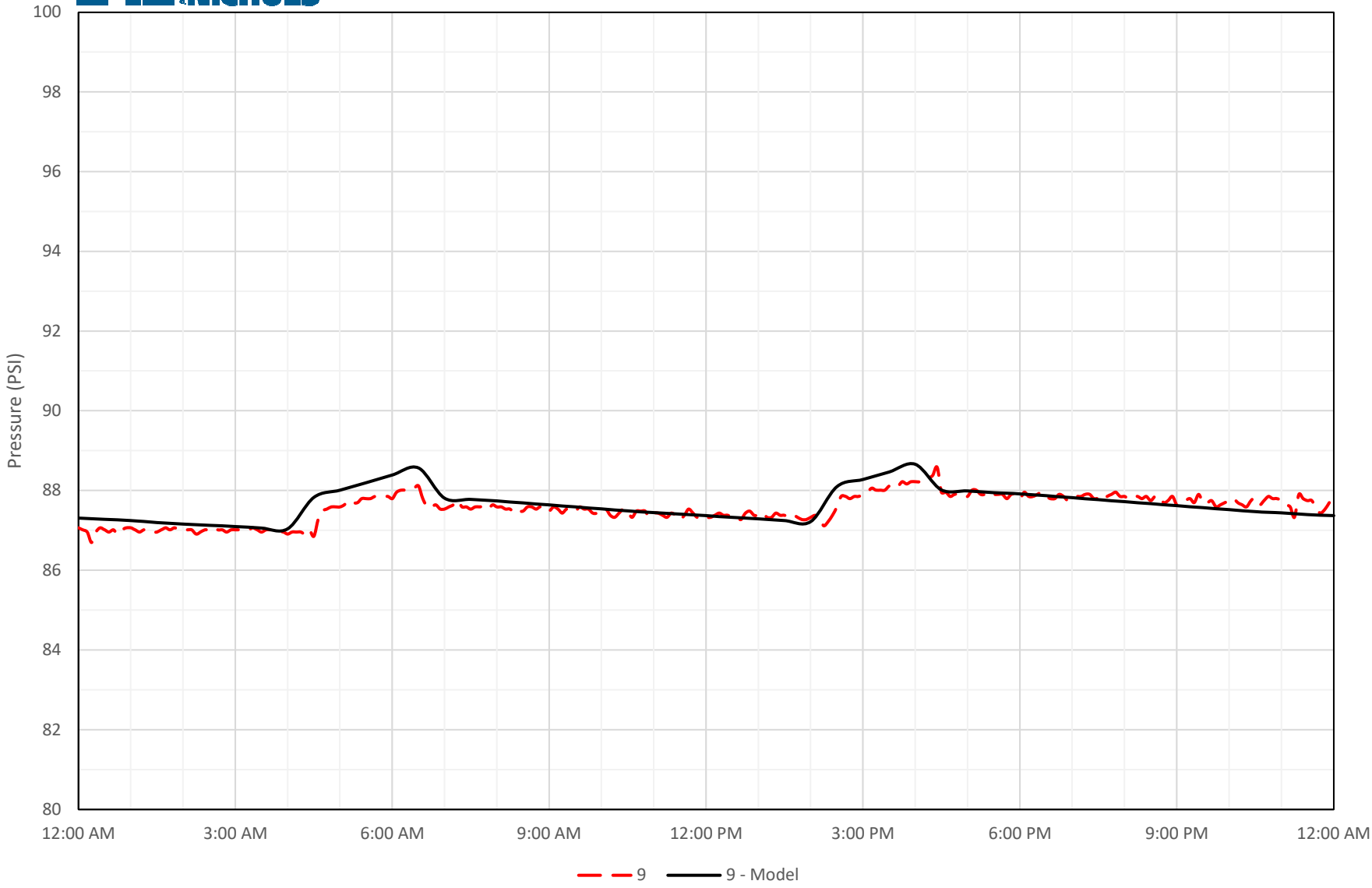
March 20, 2023

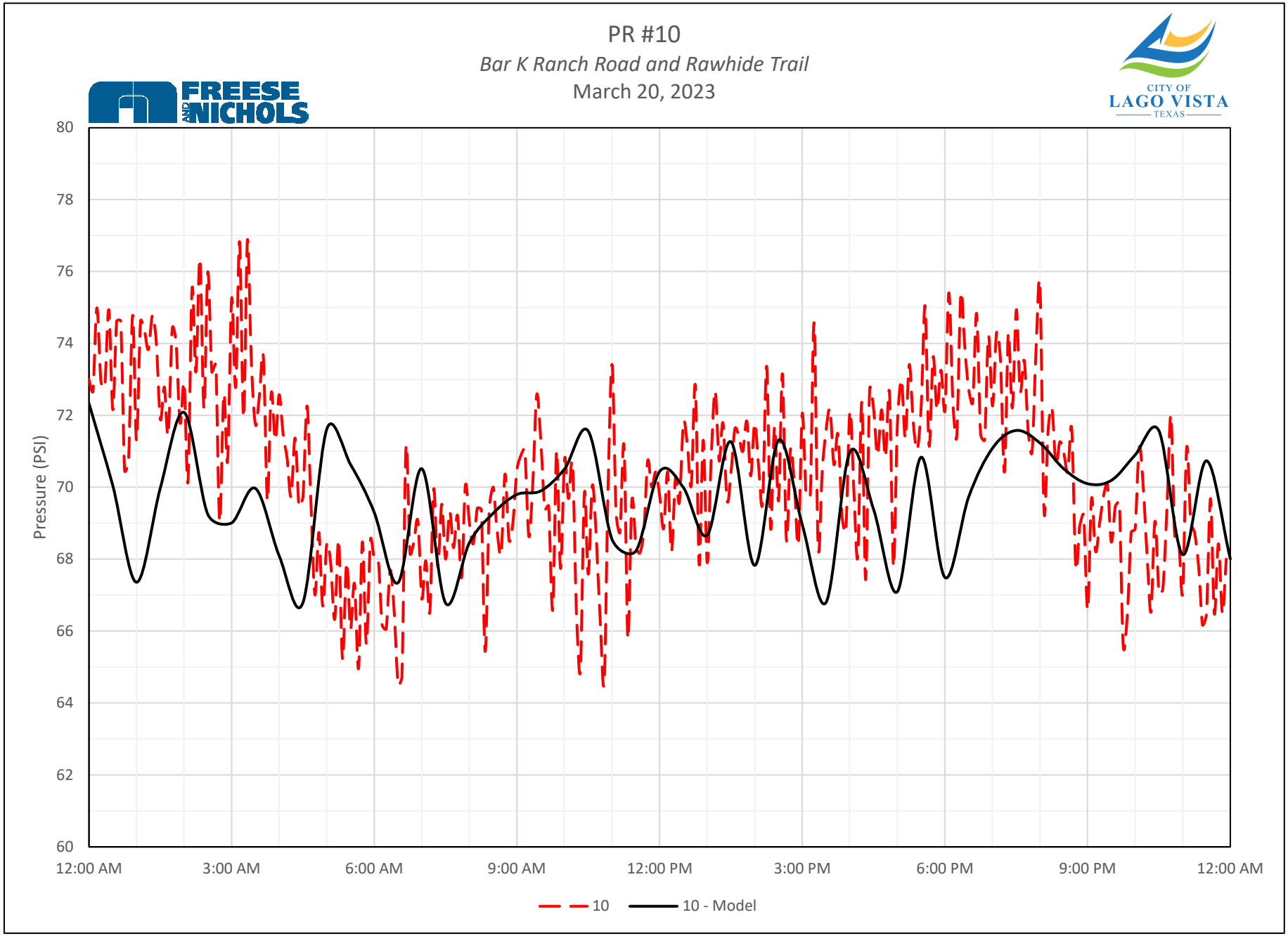


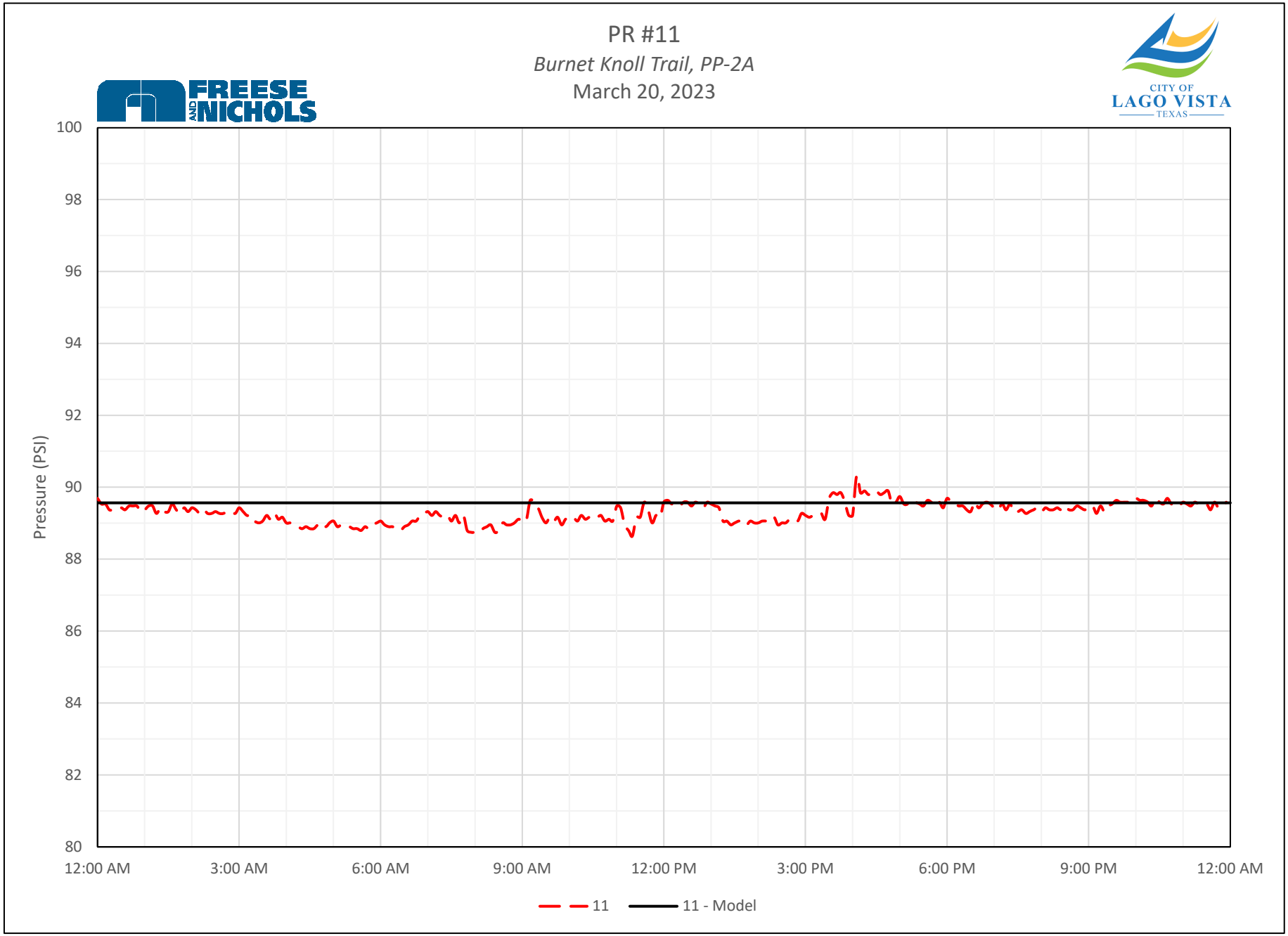
PR #9

8520 Blueberry Circle

March 20, 2023



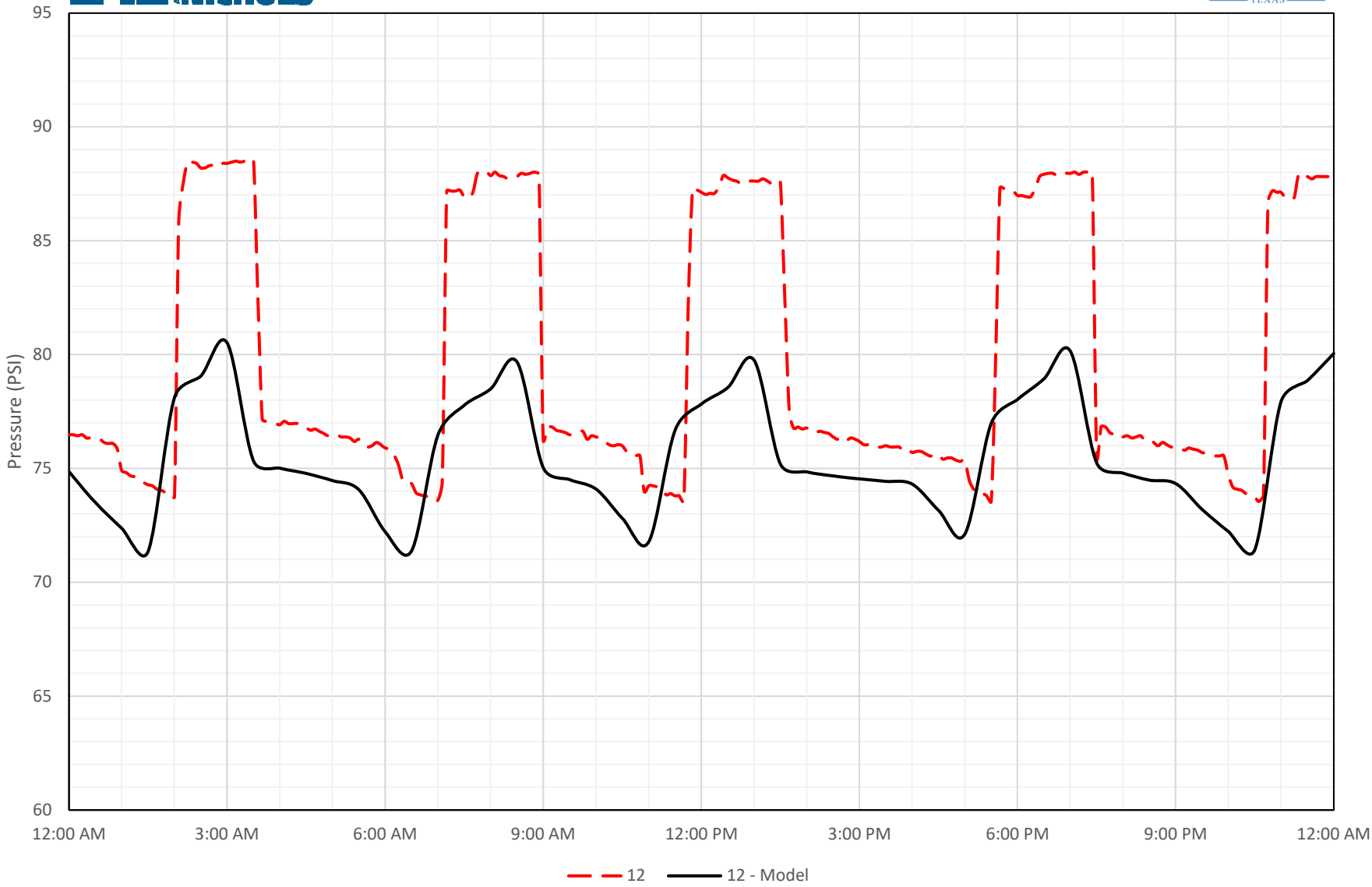

PR #10
Bar K Ranch Road and Rawhide Trail
March 20, 2023
FREESE AND NICHOLS
CITY OF LAGO VISTA TEXAS
Pressure (PSI)
80
78
76
74
72
70
68
66
64
62
60
12:00 AM
3:00 AM
6:00 AM
9:00 AM
12:00 PM
3:00 PM
6:00 PM
9:00 PM
12:00 AM
10
10 - Model

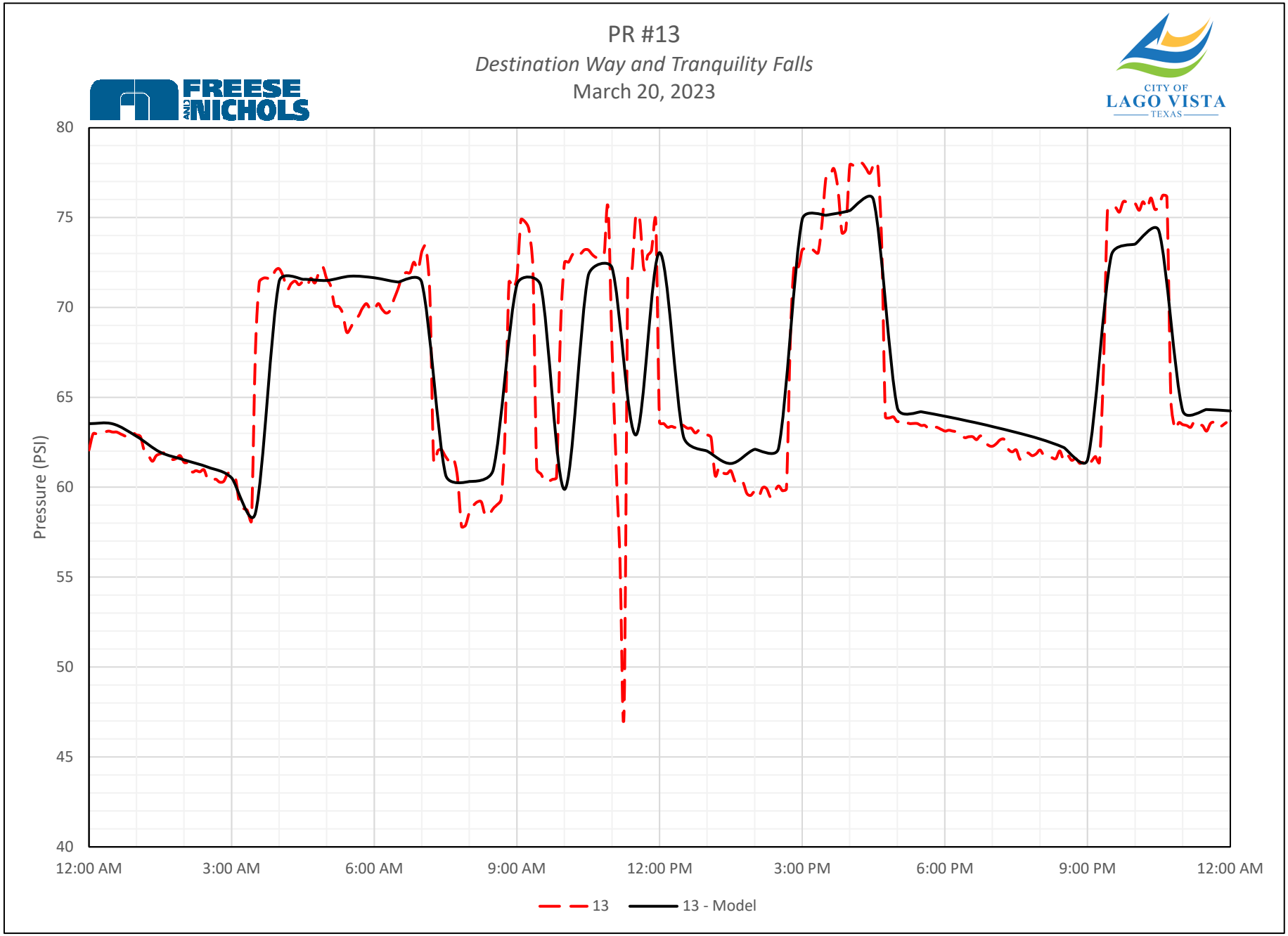

PR #11
Burnet Knoll Trail, PP-2A
March 20, 2023
FREESE AND NICHOLS
CITY OF LAGO VISTA TEXAS
Pressure (PSI)
100
98
96
94
92
90
88
86
84
82
80
12:00 AM
3:00 AM
6:00 AM
9:00 AM
12:00 PM
3:00 PM
6:00 PM
9:00 PM
12:00 AM
11
11 - Model

PR #12

Shoreline Ranch

March 20, 2023

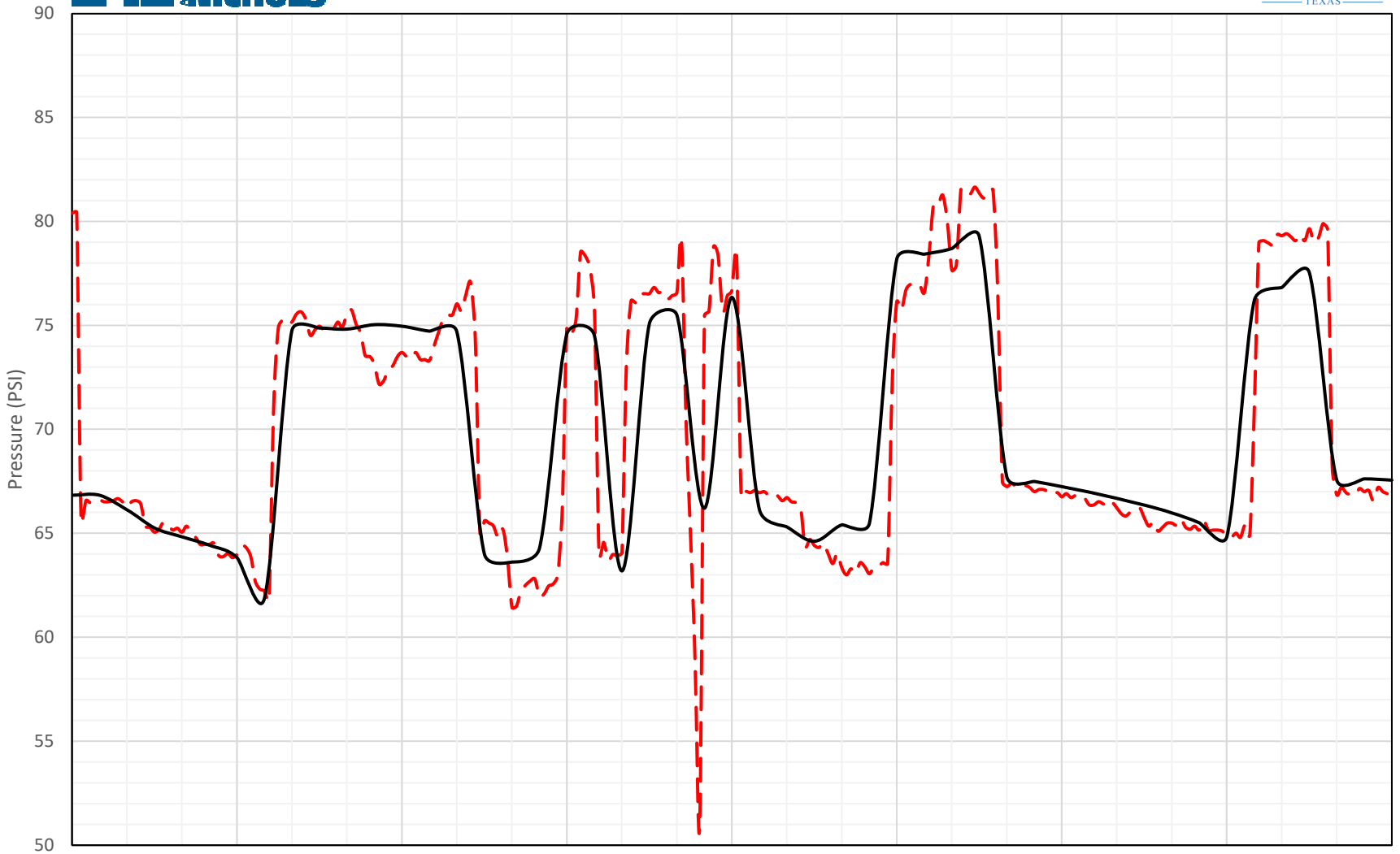


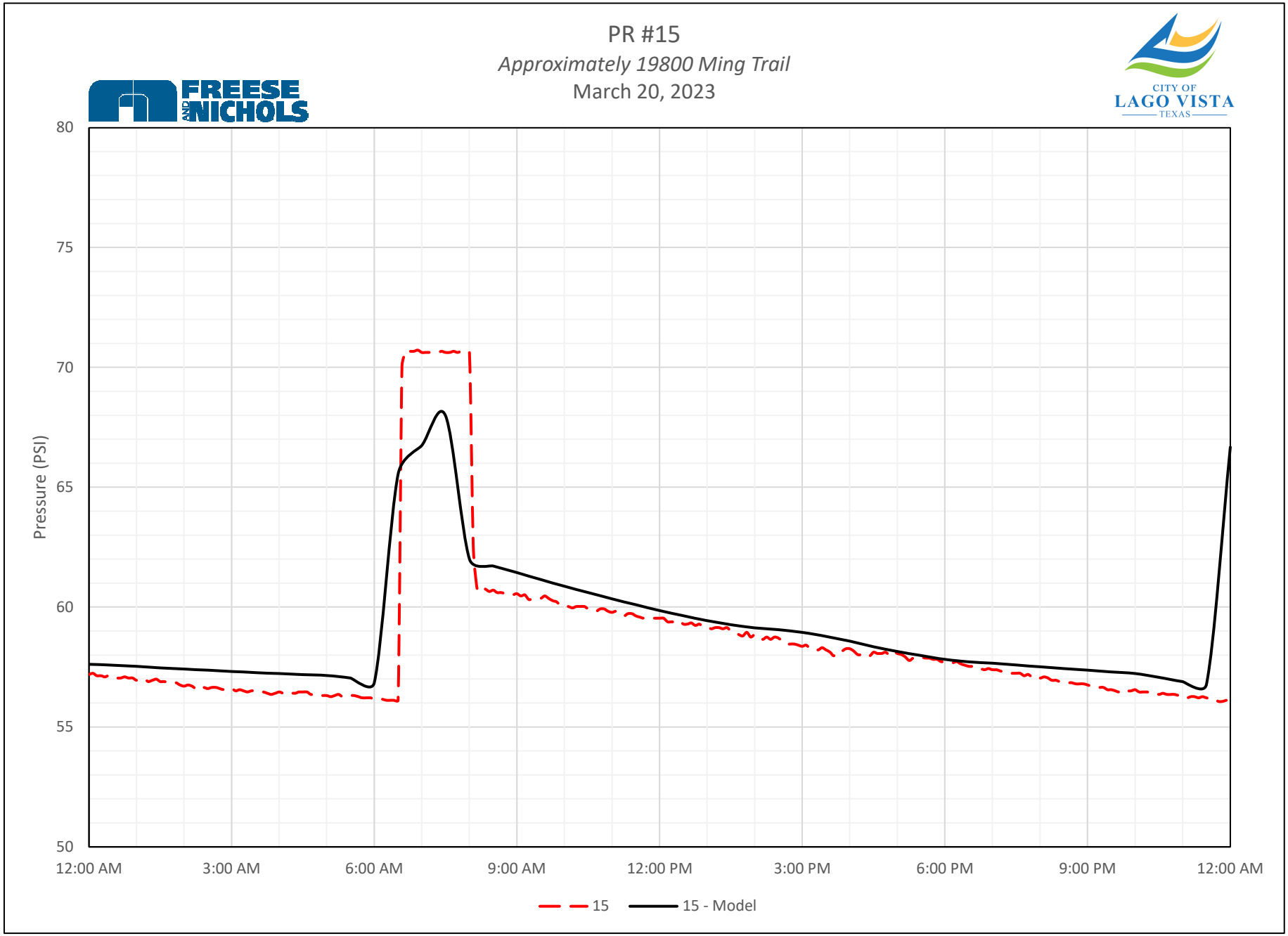

PR #13
Destination Way and Tranquility Falls
March 20, 2023
FREESE AND NICHOLS
CITY OF LAGO VISTA TEXAS
Pressure (PSI)
80
75
70
65
60
55
50
45
40
12:00 AM
3:00 AM
6:00 AM
9:00 AM
12:00 PM
3:00 PM
6:00 PM
9:00 PM
12:00 AM
13
13 - Model

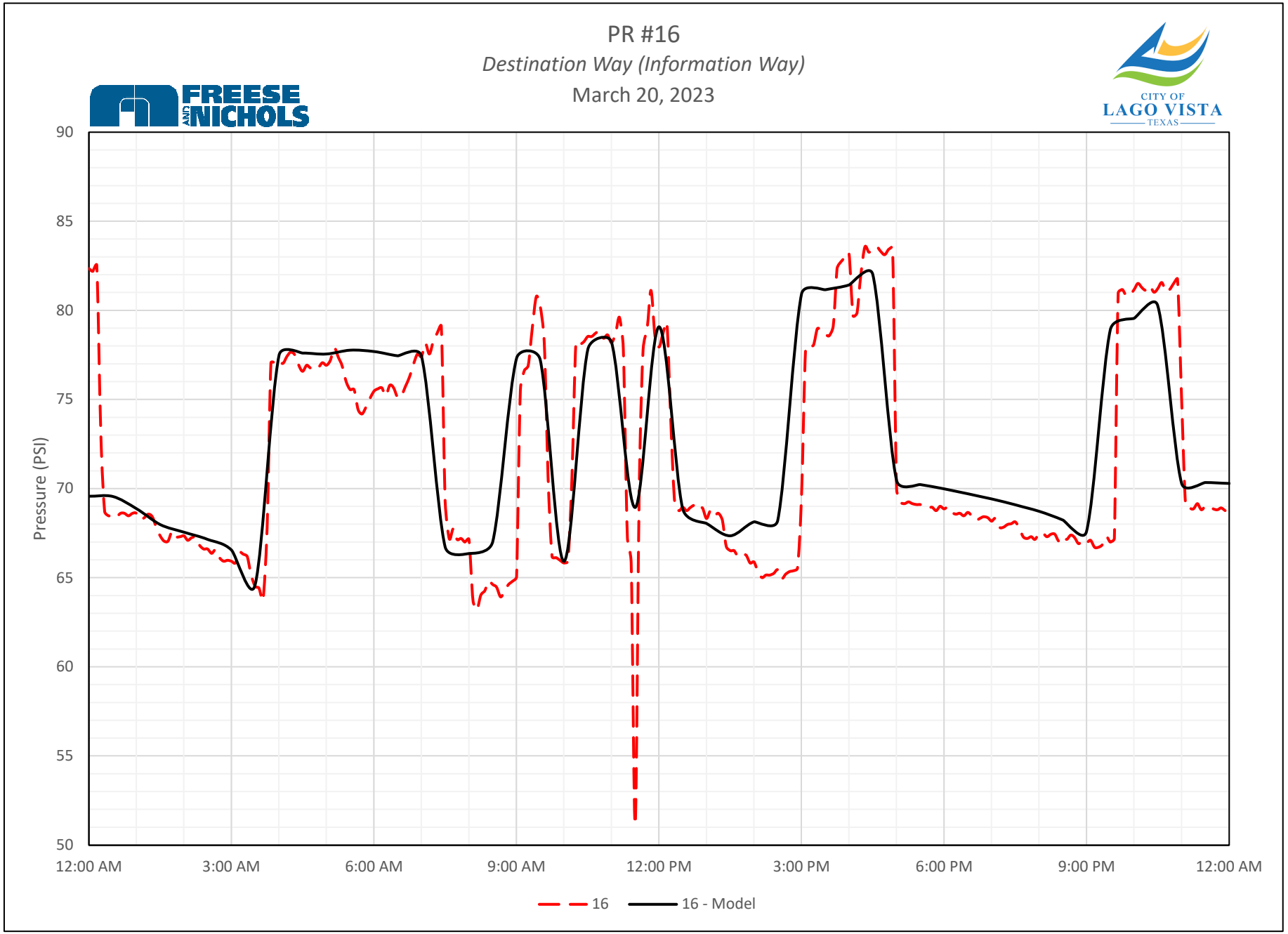
PR #14

Destination Way and Serenity Lane

March 20, 2023




PR #15
Approximately 19800 Ming Trail
March 20, 2023
FREESE AND NICHOLS
CITY OF LAGO VISTA TEXAS
Pressure (PSI)
80
75
70
65
60
55
50
12:00 AM
3:00 AM
6:00 AM
9:00 AM
12:00 PM
3:00 PM
6:00 PM
9:00 PM
12:00 AM
15
15 - Model


PR #16
Destination Way (Information Way)
March 20, 2023
FREESE AND NICHOLS
CITY OF LAGO VISTA TEXAS
Pressure (PSI)
90
85
80
75
70
65
60
55
50
12:00 AM
3:00 AM
6:00 AM
9:00 AM
12:00 PM
3:00 PM
6:00 PM
9:00 PM
12:00 AM
16
16 - Model

APPENDIX C
Detailed Water CIP Cost Sheets

City of Lago Vista
CIP Cost Summary

Project Number	Project Name	Cost
Short Term Projects		
1	New Talon Hydro Tank	$ 710,200
2	New 0.75 MG Bowden Point EST	$ 5,933,000
3	Boggy Ford Water Line	$ 1,344,100
4	WTP #3 Treatment Expansion and HSPS - Short Term	$ 18,251,000
5	Lohman Ford Transmission Main Extension	$ 4,903,600
6	Bar K 12-inch Water Line	$ 690,700
7	Lohman Ford 16-inch Water Line	$ 3,056,600
8	Pressure Plane Conversion	$ 1,273,400
9	Miscellaneous Water Line Connections	$ 1,019,700
	Short Term Total	**$ 37,182,300**
Intermediate Projects		
10	New 1.25 MG Allegiance GST	$ 2,803,200
11	WTP #3 Transmission Main	$ 8,379,500
12	Paseo/Lohman Ford Transmission Main	$ 3,641,900
13	New Paseo Pump Station and GST	$ 8,357,100
14	High Drive Water Line	$ 1,478,600
15	Patton Ave Water Line	$ 1,203,500
	Intermediate Total	**$ 25,863,800**
Long Term Projects		
16	Boggy Ford Transmission Main	$ 3,493,900
17	Lohman Ford Transmission Main Replacement	$ 2,237,400
18	WTP #3 Treatment and HSPS Expansion - Buildout	$ 64,389,700
19	New 0.75 Viking EST	$ 6,347,800
20	New 0.40 MG Talon EST	$ 3,737,500
21	New Bronco BPS and Transmission Main	$ 5,258,000
22	PP-5 12-inch Water Line	$ 786,400
23	New 1,500 gpm Paseo Pump	$ 1,614,600
24	WTP #1 HSPS Expansion	$ 2,421,900
	Long Term Total	**$ 90,287,200**
	CIP Total	**$ 153,333,300**

City of Lago Vista

Capital Improvement Cost Estimate — **July 31, 2024**

Construction Project Number: 1 — **Phase:** 5-Year

Project Name: New Talon Hydro Tank

Project Description:

This project consists of a new 30,000 gallon hydro tank to replace the existing hydro tank at the Talon pump station.

Project Drivers:

Pressure Plane 5 currently supplies 17 gallons per connection of pressure tank storage. The hydro tank installation is intended to provide sufficient storage capacity to satisfy TCEQ requirements beyond the 10-year planning period.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	New 30,000 Gal Hydro Tank	1	LS	$ 375,000	$ 375,000
2	Decommission Hydro Tank	1	LS	$ 100,000	$ 100,000
				SUBTOTAL:	**$ 475,000**
		CONTINGENCY		30%	$ 142,500
				SUBTOTAL:	**$ 617,500**
		ENG/SURVEY		15%	$ 92,700
				SUBTOTAL:	**$ 710,200**
				Estimated Project Total:	**$ 710,200**

City of Lago Vista

Capital Improvement Cost Estimate — **July 31, 2024**

Construction Project Number: 2 — **Phase: 5-Year**

Project Name: **New 0.75 MG Bowden Point EST**

Project Description:

This project consists of a new 0.75 MG EST to be installed near the Bowden Point Park at the intersection of Boggy Ford Road and National Drive. Upon completion of the proposed Bowden Point EST, the Golf Ball EST is to be decommissioned and demolished.

Project Drivers:

Golf Ball EST and Viking EST currently serve Pressure Plane 1 directly, and Pressure Planes 6 & 7 through pressure reducing valves. Pressure Planes 6 & 7 borrow from the excess elevated storage in Pressure Plane 1 to meet TCEQ minimum elevated storage requirements. Additional elevated storage will be needed by the 10-year planning period to satisfy Pressure Planes 1, 6, and 7 minimum elevated storage requirements. Golf Ball EST is relatively small and was observed to quickly drain and fill during normal operating conditions. The replacement of this elevated storage tank with a large EST will reduce the rapid drain and fill cycle observed in existing conditions.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	New 0.75 MG Bowden Point EST	1	LS	$ 3,712,500	$ 3,712,500
2	12" WL & Appurtenances	200	LF	$ 180	$ 36,000
3	Asphalt Pavement Repair	200	LF	$ 100	$ 20,000
4	Decommission Elevated Storage Tank	1	LS	$ 200,000	$ 200,000
				SUBTOTAL:	**$ 3,968,500**
		CONTINGENCY		30%	$ 1,190,600
				SUBTOTAL:	**$ 5,159,100**
		ENG/SURVEY		15%	$ 773,900
				SUBTOTAL:	**$ 5,933,000**
				Estimated Project Total:	**$ 5,933,000**

City of Lago Vista

Capital Improvement Cost Estimate — **July 31, 2024**

Construction Project Number: 3 — **Phase:** 5-Year

Project Name: Boggy Ford Water Line

Project Description:

This project consists of nearly 3,100 linear feet of 16-inch water main along Boggy Ford Road between Allegiance Avenue and Mount Vernon Avenue.

Project Drivers:

The purpose of this project is to move water westward within Pressure Plane 1 from the proposed Bowden Point EST (Project #2) to the existing pressure reducing valves on Patton Avenue and Norton Avenue.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	16" WL & Appurtenances	3,100	LF	$ 240	$ 744,000
2	Asphalt Pavement Repair	1,550	LF	$ 100	$ 155,000
				SUBTOTAL:	**$ 899,000**
		CONTINGENCY		30%	$ 269,700
				SUBTOTAL:	**$ 1,168,700**
		ENG/SURVEY		15%	$ 175,400
				SUBTOTAL:	**$ 1,344,100**
				Estimated Project Total:	**$ 1,344,100**

City of Lago Vista

Capital Improvement Cost Estimate — **July 31, 2024**
Construction Project Number: 4 — **Phase: 5-Year**

Project Name: WTP #3 Treatment Expansion and HSPS - Short Term

Project Description:

This project consists of an expansion to the treatment capacity of WTP #3 to 4.0 MGD and an expansion at the WTP3 high service pump station to include two additional 3,000 gpm pumps.

Project Drivers:

The existing combined water treatment plant capacities of WTP #1 and WTP #3 is 4 MGD. An additional 4.0 MGD of treatment plant capacity satisfies the water production needs through the 2033 planning scenario. As WTP #1 is limited with space, future treatment improvements are assumed to take place at WTP #3. In order to distribute the treated water and supply the water system during maximum day conditions through the 2033 planning scenario, two 3,000 gpm pumps are recommended. The high service pump station (HSPS) will distribute to lower pressure planes as well as the Lohman/Paseo HSPS via project #5. Contingency (30%), mobilization (5%), and overhead & profit (18%) are included in the unit cost of the WTP3 expansion. General contingency and engineering & survey cost escalations for this cost estimate are only included for the ground storage tank.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	4.0 MGD WTP3 Expansion	1	LS	$ 12,644,688.00	$ 12,644,688
2	New 2.5 MG WTP3 Ground Storage Tank	1	LS	$ 3,750,000	$ 3,750,000
				SUBTOTAL:	**$ 16,394,700**
		CONTINGENCY	30%		$ 1,125,000
				SUBTOTAL:	**$ 17,519,700**
		ENG/SURVEY	15%		$ 731,300
				SUBTOTAL:	**$ 18,251,000**
				Estimated Project Total:	**$ 18,251,000**

City of Lago Vista

Capital Improvement Cost Estimate — **July 31, 2024**

Construction Project Number: 5 — **Phase:** 5-Year

Project Name: Lohman Ford Transmission Main Extension

Project Description:

This project consists of 8,000 linear feet of 24-inch water transmission main along Lohman Ford Road, beginning at Lago Vista High School and connecting to the Lohman and Paseo Ground Storage Tanks.

Project Drivers:

Pressure Planes 3, 4, 5, 8, and the Tessera development can only be supplied by WTP #1. All future WTP expansions are expected to take place at WTP #3. In order to move water to the northern pressure planes, this transmission main is required to move water from WTP #3 to the Lohman and Paseo GSTs. The 24-inch water main is recommended to serve buildout demands. Alternatively, a 16-inch main would suffice through the 10-year planning period, but would need to be replaced with a 24-inch as velocities exceed 5 feet per second.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	24" WL & Appurtenances	8,000	LF	$ 360	$ 2,880,000
2	Asphalt Pavement Repair	4,000	LF	$ 100	$ 400,000
				SUBTOTAL:	**$ 3,280,000**
			CONTINGENCY	30%	$ 984,000
				SUBTOTAL:	**$ 4,264,000**
			ENG/SURVEY	15%	$ 639,600
				SUBTOTAL:	**$ 4,903,600**
				Estimated Project Total:	**$ 4,903,600**

City of Lago Vista

Capital Improvement Cost Estimate — **July 31, 2024**

Construction Project Number: 6 — **Phase: 5-Year**

Project Name: **Bar K 12-inch Water Line**

Project Description:

This project consists of about 1,650 linear feet of 12-inch water main along Bar K Road between Bluff Ridge Trail and Bison Trail.

Project Drivers:

The purpose of this project is to increase hydraulic connectivity within Pressure Plane 5 and move water north within the pressure plane.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	1,650	LF	$ 180	$ 297,000
2	Asphalt Pavement Repair	1,650	LF	$ 100	$ 165,000
				SUBTOTAL:	**$ 462,000**
		CONTINGENCY		30%	$ 138,600
				SUBTOTAL:	**$ 600,600**
		ENG/SURVEY		15%	$ 90,100
				SUBTOTAL:	**$ 690,700**
				Estimated Project Total:	**$ 690,700**

City of Lago Vista

Capital Improvement Cost Estimate — **July 31, 2024**

Construction Project Number: 7 — **Phase: 5-Year**

Project Name: **Lohman Ford 16-inch Water Line**

Project Description:

This project consists of a 16-inch water line along Lohman Ford Road that begins at Boggy Ford road and terminates at the Proposed Winn Ranch master planned development.

Project Drivers:

This project extends water service south to the proposed Groseclose and Winn Ranch master planned development communities. The proposed 16-inch water line is oversized from a 12-inch water line to provide excess capacity to additional potential growth in unincorporated areas not examined in this master plan. The timing and extent of this project is dependent upon the timing of construction for either of the proposed master planned developments.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	16" WL & Appurtenances	7,050	LF	$ 240	$ 1,692,000
2	Asphalt Pavement Repair	3,525	LF	$ 100	$ 352,500
				SUBTOTAL:	**$ 2,044,500**
		CONTINGENCY		30%	$ 613,400
				SUBTOTAL:	**$ 2,657,900**
		ENG/SURVEY		15%	$ 398,700
				SUBTOTAL:	**$ 3,056,600**
				Estimated Project Total:	**$ 3,056,600**

City of Lago Vista

Capital Improvement Cost Estimate — **July 31, 2024**

Construction Project Number: 8 — **Phase:** 5-Year

Project Name: Pressure Plane Conversion

Project Description:

This project consists of a collection of small-scale valve and water line improvements to convert certain areas of the distribution network to other pressure planes.

Project Drivers:

The intent of this project is to convert encalves within the water system to nearby pressure planes to improve the level of service and provide more consistent pressures during maximum day demands.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	8" WL & Appurtenances	100	LF	$ 120	$ 12,000
2	6" WL & Appurtenances	3,650	LF	$ 90	$ 328,500
3	Pressure Reducing Valve	1	LS	$ 10,000	$ 10,000
4	Asphalt Pavement Repair	3,750	LF	$ 100	$ 375,000
				SUBTOTAL:	**$ 725,500**
		CONTINGENCY		30%	$ 217,700
				SUBTOTAL:	**$ 943,200**
		ENG/SURVEY		35%	$ 330,200
				SUBTOTAL:	**$ 1,273,400**
				Estimated Project Total:	**$ 1,273,400**

City of Lago Vista

Capital Improvement Cost Estimate — **July 31, 2024**

Construction Project Number: 9 — **Phase:** 5-Year

Project Name: Miscellaneous Water Line Connections

Project Description:

This project consists of a collection of 12-inch and 8-inch water line improvements across multiple pressure planes.

Project Drivers:

The intent of this project is to increase hydraulic connectivity across the water system and improve looping where possible.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	700	LF	$ 180	$ 126,000
2	8" WL & Appurtenances	1,750	LF	$ 120	$ 210,000
3	Asphalt Pavement Repair	2,450	LF	$ 100	$ 245,000
				SUBTOTAL:	**$ 581,000**
		CONTINGENCY		30%	$ 174,300
				SUBTOTAL:	**$ 755,300**
		ENG/SURVEY		35%	$ 264,400
				SUBTOTAL:	**$ 1,019,700**
				Estimated Project Total:	**$ 1,019,700**

City of Lago Vista

Capital Improvement Cost Estimate — **July 31, 2024**

Construction Project Number: 10 — **Phase: 10-Year**

Project Name: New 1.25 MG Allegiance GST

Project Description:

This project consists of a new 1.25 MG Allegiance GST to replace the existing 0.28 MG Allegiance GST.

Project Drivers:

Pressure Planes 6 & 7 borrow elevated storage via pressure reducing valves from pressure plane 1. As growth continues in pressure planes 6 and 7, additional storage at the Allegiance pump station is required to meet TCEQ minimum standards for elevated storage.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	New 1.25 MG Allegiance GST	1	LS	$ 1,875,000	$ 1,875,000
				SUBTOTAL:	**$ 1,875,000**
		CONTINGENCY		30%	$ 562,500
				SUBTOTAL:	**$ 2,437,500**
		ENG/SURVEY		15%	$ 365,700
				SUBTOTAL:	**$ 2,803,200**
				Estimated Project Total:	**$ 2,803,200**

City of Lago Vista

Capital Improvement Cost Estimate — **July 31, 2024**

Construction Project Number: 11 — **Phase:** 10-Year

Project Name: WTP #3 Transmission Main

Project Description:

This project consists of 9,500 linear feet of 36-inch water transmission main from the WTP #3 facility, along Shoreline Ranch Drive, to the intersection of Lohmans Ford Road and Boggy Ford Road.

Project Drivers:

This project provides distribution capacity to move Buildout flows from WTP #3 to the rest of the water distribution network. The oversizing for this planning period will provide adequate conveyance capacity through the Buildout scenario.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	36" WL & Appurtenances	9,500	LF	$ 540	$ 5,130,000
2	Asphalt Pavement Repair	4,750	LF	$ 100	$ 475,000
				SUBTOTAL:	**$ 5,605,000**
		CONTINGENCY		30%	$ 1,681,500
				SUBTOTAL:	**$ 7,286,500**
		ENG/SURVEY		15%	$ 1,093,000
				SUBTOTAL:	**$ 8,379,500**
				Estimated Project Total:	**$ 8,379,500**

City of Lago Vista

Capital Improvement Cost Estimate — **July 31, 2024**

Construction Project Number: 12 — **Phase:** 10-Year

Project Name: Paseo/Lohman Ford Transmission Main

Project Description:

This project consists of 8,400 linear feet of 16-inch water transmission main along Lohman Ford Road and FM 1431 to add additional conveyance capacity to PP-3, PP-8, and the new Tessera HSPS.

Project Drivers:

The proposed 16-inch transmission main provides additional conveyance capacity to supply multiple pressure zones through the buildout scenario under maximum day demand conditions.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	16" WL & Appurtenances	8,400	LF	$ 240	$ 2,016,000
2	Asphalt Pavement Repair	4,200	LF	$ 100	$ 420,000
				SUBTOTAL:	**$ 2,436,000**
		CONTINGENCY		30%	$ 730,800
				SUBTOTAL:	**$ 3,166,800**
		ENG/SURVEY		15%	$ 475,100
				SUBTOTAL:	**$ 3,641,900**
				Estimated Project Total:	**$ 3,641,900**

City of Lago Vista

Capital Improvement Cost Estimate — **July 31, 2024**

Construction Project Number: 13 — **Phase:** 10-Year

Project Name: New Paseo Pump Station and GST

Project Description:

This project expands the pumping and ground storage tank capacity of the Paseo HSPS.

Project Drivers:

To meet the projected demands in Pressure Planes 3, 5, 8, and Tessera, the Paseo HSPS is recommended to be expanded to 1,500 gpm firm in the 10-year planning scenario, with the ability to add an additional pump for the buildout scenario.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	New 1,500 gpm Paseo Pump Station	1	LS	$ 3,240,000	$ 3,240,000
2	New 1.5 MG Lohman/Paseo Ground	1	LS	$ 2,250,000	$ 2,250,000
3	Decommission Ground Storage Tank	1	LS	$ 100,000	$ 100,000
				SUBTOTAL:	**$ 5,590,000**
		CONTINGENCY		30%	$ 1,677,000
				SUBTOTAL:	**$ 7,267,000**
		ENG/SURVEY		15%	$ 1,090,100
				SUBTOTAL:	**$ 8,357,100**
				Estimated Project Total:	**$ 8,357,100**

City of Lago Vista

Capital Improvement Cost Estimate — **July 31, 2024**

Construction Project Number: 14 — **Phase:** 10-Year

Project Name: High Drive Water Line

Project Description:

This project consists of 4,300 linear feet of 12-inch water main along High Drive beginning east of Rock Terrace Drive, and ending east at the pressure reducing valve near Parliament Cove.

Project Drivers:

The proposed 12-inch water line improvement increases conveyance west within PP-1 from the proposed Bowden Point EST and increases supply through the pressure reducing valve to PP-6.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	4,300	LF	$ 180	$ 774,000
2	Asphalt Pavement Repair	2,150	LF	$ 100	$ 215,000
				SUBTOTAL:	**$ 989,000**
		CONTINGENCY		30%	$ 296,700
				SUBTOTAL:	**$ 1,285,700**
		ENG/SURVEY		15%	$ 192,900
				SUBTOTAL:	**$ 1,478,600**
				Estimated Project Total:	**$ 1,478,600**

City of Lago Vista

Capital Improvement Cost Estimate — **July 31, 2024**

Construction Project Number: 15 — **Phase:** 10-Year

Project Name: Patton Ave Water Line

Project Description:

This project consists of 3,500 linear feet of 12-inch water main along Boggy Ford Road and Patton Avenue to increase conveyance through the pressure reducing valve on Patton Avenue to supply PP-6.

Project Drivers:

The proposed 12-inch water line improvement increases conveyance south within PP-1 from the existing 12-inch water line on Boggy Ford Road and increases supply through the pressure reducing valve on Patton Avenue to PP-6.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	3,500	LF	$ 180	$ 630,000
2	Asphalt Pavement Repair	1,750	LF	$ 100	$ 175,000
				SUBTOTAL:	**$ 805,000**
		CONTINGENCY		30%	$ 241,500
				SUBTOTAL:	**$ 1,046,500**
		ENG/SURVEY		15%	$ 157,000
				SUBTOTAL:	**$ 1,203,500**
				Estimated Project Total:	**$ 1,203,500**

City of Lago Vista

Capital Improvement Cost Estimate — **July 31, 2024**

Construction Project Number: 16 — **Phase: Buildout**

Project Name: Boggy Ford Transmission Main

Project Description:

This project consists of 5,700 linear feet of 24-inch water transmission main along Boggy Ford Road between Lohman Ford Road and Liberty Lane.

Project Drivers:

The proposed 24-inch transmission main increases conveyance from WTP #3 to PP-1 and PP-6. The 24-inch transmission main is sized to convey accommodate supply from WTP #3 through the buildout scenario.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	24" WL & Appurtenances	5,700	LF	$ 360	$ 2,052,000
2	Asphalt Pavement Repair	2,850	LF	$ 100	$ 285,000
				SUBTOTAL:	**$ 2,337,000**
		CONTINGENCY		30%	$ 701,100
				SUBTOTAL:	**$ 3,038,100**
		ENG/SURVEY		15%	$ 455,800
				SUBTOTAL:	**$ 3,493,900**
				Estimated Project Total:	**$ 3,493,900**

City of Lago Vista

Capital Improvement Cost Estimate — **July 31, 2024**

Construction Project Number: 17 — **Phase: Buildout**

Project Name: **Lohman Ford Transmission Main Replacement**

Project Description:

This project consists of 3,650 linear feet of 24-inch water transmission main along Lohman Ford Road between Boggy Ford Road and Lago Vista High School.

Project Drivers:

The proposed 24-inch transmission main increases conveyance capacity from WTP #3 and the Lohman/Paseo pump station. The existing 16-inch water line has sufficient carrying capacity through the 10-year planning period. As the water system trends towards buildout, the transmission main will need to be upsized in order to avoid high velocities.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	24" WL & Appurtenances	3,650	LF	$ 360	$ 1,314,000
2	Asphalt Pavement Repair	1,825	LF	$ 100	$ 182,500
				SUBTOTAL:	**$ 1,496,500**
		CONTINGENCY		30%	$ 449,000
				SUBTOTAL:	**$ 1,945,500**
		ENG/SURVEY		15%	$ 291,900
				SUBTOTAL:	**$ 2,237,400**
				Estimated Project Total:	**$ 2,237,400**

City of Lago Vista

Capital Improvement Cost Estimate — **July 31, 2024**

Construction Project Number: 18 — **Phase: Buildout**

Project Name: **WTP #3 Treatment and HSPS Expansion - Buildout**

Project Description:

This project consists of an expansion to the treatment capacity of WTP #3 to 18.0 MGD and an expansion at the WTP #3 high service pump station to include two additional 3,000 gpm pumps.

Project Drivers:

The required combined water treatment plant capacities by the Buildout scenario is 17.61 MGD. An additional 10.0 MGD of treatment plant capacity satisfies the water production needs through the Buildout planning scenario. As WTP #1 is limited with space, future treatment improvements are assumed to take place at WTP #3. In order to distribute the treated water and supply the water system during maximum day conditions through the Buildout planning scenario, two 3,000 gpm pumps are recommended.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	10.0 MGD WTP3 Expansion	10,000,000	Gal	$ 3.50	$ 35,000,000
2	New 3,000 gpm WTP3 Pump	2	EA	$ 2,160,000	$ 4,320,000
3	New 2.5 MG WTP3 Ground Storage Tank	1	LS	$ 3,750,000	$ 3,750,000
				SUBTOTAL:	**$ 43,070,000**
		CONTINGENCY		30%	$ 12,921,000
				SUBTOTAL:	**$ 55,991,000**
		ENG/SURVEY		15%	$ 8,398,700
				SUBTOTAL:	**$ 64,389,700**
				Estimated Project Total:	**$ 64,389,700**

City of Lago Vista

Capital Improvement Cost Estimate — **July 31, 2024**

Construction Project Number: 19 — **Phase: Buildout**

Project Name: **New 0.75 Viking EST**

Project Description:

This project consists of a 0.75 MG Viking elevated storage tank to replace the existing 0.40 MG Viking elevated storage tank.

Project Drivers:

Golf Ball EST and Viking EST serve Pressure Plane 1 directly, and Pressure Planes 6 & 7 through pressure reducing valves. Pressure Planes 6 & 7 borrow from the excess elevated storage in Pressure Plane 1 to meet TCEQ minimum elevated storage requirements. Additional elevated storage will be needed for the Buildout planning period to satisfy Pressure Planes 1, 6, & 7 minimum elevated storage requirements.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	New 0.75 MG Viking EST	1	LS	$ 3,712,500	$ 3,712,500
2	16" WL & Appurtenances	1,150	LF	$ 240	$ 276,000
3	Asphalt Pavement Repair	575	LF	$ 100	$ 57,500
4	Decommission Elevated Storage Tank	1	LS	$ 200,000	$ 200,000
				SUBTOTAL:	**$ 4,246,000**
		CONTINGENCY		30%	$ 1,273,800
				SUBTOTAL:	**$ 5,519,800**
		ENG/SURVEY		15%	$ 828,000
				SUBTOTAL:	**$ 6,347,800**
				Estimated Project Total:	**$ 6,347,800**

City of Lago Vista

Capital Improvement Cost Estimate — **July 31, 2024**

Construction Project Number: 20 — **Phase: Buildout**

Project Name: New 0.40 MG Talon EST

Project Description:

This project consists of a 0.40 MG Talon elevated storage tank to replace the proposed Hydro Tank (Project #1).

Project Drivers:

Pressure Plane 5 is currently supplied by the Talon pump station and associated Talon Hydro Tank. As Pressure Plane 5 approaches buildout, the pressure plane may be better served by a standing elevated storage tank, as opposed to a large hydro tank and a pump station with long run times. The elevated storage tank will provide excess storage for power outages and allow for the pumps supplying PP-5 to rotate. The proposed elevated storage tank is within flight path considerations of the nearby airport. Consultation and approval with the FAA will be required upon design and construction.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	New 0.40 MG Talon EST	1	LS	$ 2,400,000	$ 2,400,000
2	Decommission Hydro Tank	1	LS	$ 100,000	$ 100,000
				SUBTOTAL:	**$ 2,500,000**
		CONTINGENCY		30%	$ 750,000
				SUBTOTAL:	**$ 3,250,000**
		ENG/SURVEY		15%	$ 487,500
				SUBTOTAL:	**$ 3,737,500**
				Estimated Project Total:	**$ 3,737,500**

City of Lago Vista

Capital Improvement Cost Estimate — **July 31, 2024**

Construction Project Number: 21 — **Phase:** Buildout

Project Name: New Bronco BPS and Transmission Main

Project Description:

This project consists of a new 1,000 gpm Bronco booster pump station (BPS), 0.50 MG Bronco ground storage tank, and a 12-inch transmission main to connect to the proposed Talon EST (Project #20)

Project Drivers:

The proposed Talon EST (Project #20) is to be served directly by a new Bronco BPS in lieu of upsizing the Bronco BPS and upsizing the Talon BPS. The Bronco BPS is to supply PP-5 directly through the proposed 12-inch transmission main, and serve PP-8 through a new PRV.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	New 1,000 GPM Bronco Pump Station	1	LS	$ 2,160,000	$ 2,160,000
2	New 0.50 MG Bronco Ground Storage	1	LS	$ 750,000	$ 750,000
3	12" WL & Appurtenances	1,650	LF	$ 180	$ 297,000
4	Asphalt Pavement Repair	1,000	LF	$ 100	$ 100,000
5	Decommission Ground Storage Tank	1	LS	$ 100,000	$ 100,000
6	Decommission Pump Station	1	LS	$ 100,000	$ 100,000
7	Pressure Reducing Valve	1	LS	$ 10,000	$ 10,000
				SUBTOTAL:	**$ 3,517,000**
		CONTINGENCY		30%	$ 1,055,100
				SUBTOTAL:	**$ 4,572,100**
		ENG/SURVEY		15%	$ 685,900
				SUBTOTAL:	**$ 5,258,000**
				Estimated Project Total:	**$ 5,258,000**

City of Lago Vista

Capital Improvement Cost Estimate — **July 31, 2024**

Construction Project Number: 22 — **Phase: Buildout**

Project Name: PP-5 12-inch Water Line

Project Description:

This project consists of 1,800 linear feet of 12-inch water line within PP-5 along Bar K Ranch Road.

Project Drivers:

The proposed 12-inch water line supports the additional supply from the new BroncoBPS (Project #21) and the proposed 0.40 MG Talon EST (Project #20). The added conveyance capacity connects the proposed EST to the Bar K 12-inch water line proposed in Project #6).

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	1,800	LF	$ 180	$ 324,000
2	8" WL & Appurtenances	100	LF	$ 120	$ 12,000
3	Pressure Reducing Valve	1	LS	$ 10,000	$ 10,000
4	Asphalt Pavement Repair	1,800	LF	$ 100	$ 180,000
				SUBTOTAL:	**$ 526,000**
		CONTINGENCY		30%	$ 157,800
				SUBTOTAL:	**$ 683,800**
		ENG/SURVEY		15%	$ 102,600
				SUBTOTAL:	**$ 786,400**
				Estimated Project Total:	**$ 786,400**

City of Lago Vista

Capital Improvement Cost Estimate — **July 31, 2024**

Construction Project Number: 23 — **Phase: Buildout**

Project Name: New 1,500 gpm Paseo Pump

Project Description:

This project consists of an additional pump at the Paseo booster pump station (BPS).

Project Drivers:

Growth in the areas served by the Paseo BPS requires the addition of another pump. The additional pump will provide sufficient firm capacity to meet demands through the Buildout planning scenario.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	New 1,500 gpm Paseo Pump	1	EA	$ 1,080,000	$ 1,080,000
				SUBTOTAL:	**$ 1,080,000**
				CONTINGENCY 30%	$ 324,000
				SUBTOTAL:	**$ 1,404,000**
				ENG/SURVEY 15%	$ 210,600
				SUBTOTAL:	**$ 1,614,600**
				Estimated Project Total:	**$ 1,614,600**

City of Lago Vista

Capital Improvement Cost Estimate — **July 31, 2024**

Construction Project Number: 24 — **Phase: Buildout**

Project Name: **WTP #1 HSPS Expansion**

Project Description:

This project consists of an expansion to the WTP #1 BPS that provides service to the Lohman/Paseo BPS. The expansion is intended to bring the firm pumping capacity to 1,500 gpm.

Project Drivers:

Expanded pumping capacity at WTP #3 (Projects #4 & #18) and associated distribution mains (Projects #11 & #16) facilitate supply to lower pressure planes, thus relieving the need for WTP #1 to supply these areas. Increasing the pumping capacity at WTP #1 in the direction of the Lohman/Paseo BPS increases the redundancy of supply to the higher pressure planes directly.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	1,500 gpm WTP1 HSP Expansion	1	LS	$ 1,620,000	$ 1,620,000
				SUBTOTAL:	**$ 1,620,000**
				CONTINGENCY 30%	$ 486,000
				SUBTOTAL:	**$ 2,106,000**
				ENG/SURVEY 15%	$ 315,900
				SUBTOTAL:	**$ 2,421,900**
				Estimated Project Total:	**$ 2,421,900**

AGENDA ITEM NO. 10

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2025

SUBMITTED BY: Taylor Whichard, City Manager

SUBJECT: Discussion, consideration and possible action on the ratification of Firefly Cove's M.U.D. Consent Agreement.

BACKGROUND: At the February 20th City Council meeting, this MUD Consent agreement was brought forward. As a result of the discussions between Council and the Developer, revisions to the agreement were agreed upon. The agreement included in this item reflects the agreed upon changes.

FINDINGS: Included as attachments are both the redlined, and clean copies of the consent agreement. The redlined copy reflects changes made to the MUD Consent Agreement as a result of the discussions at the February 20th Council meeting.

FINANCIAL IMPACT: Proceeds from the sale of bonds by this MUD will be provided to the City.

RECOMMENDATION: Approve.

ATTACHMENTS:
Consent Agreement_Firefly MUD 022625.pdf
Consent_Agreement_Firefly_MUD_021325__MH_redline_022625_.pdf

CONSENT AGREEMENT
(Firefly Municipal Utility District)

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This Consent Agreement ("*Agreement*") is between the **CITY OF LAGO VISTA, Texas** (the "*City*"), a home-rule city located in Travis County, Texas, and **FIREFLY COVE LLC**, a Texas limited liability company, and **FIREFLY COVE HOMES LLC**, a Texas limited liability company (collectively, "*Developer*"). Upon final creation of **Firefly Municipal Utility District** (or other named district), a municipal utility district to be created under Chapters 49 and 54 of the Texas Water Code (the "*District*"), the District will join in this Agreement. The City, Developer, and the District are sometimes individually referred to herein as a "*Party*" and collectively as the "*Parties*."

RECITALS

WHEREAS, Developer is the owner of approximately 287.36 acres of land in Travis County, Texas being more particularly described on **Exhibit "A"** attached hereto (the "*Land*");

WHEREAS, the Land is located within the corporate boundaries of the City;

WHEREAS, approximately 286.85 acres of the Land, identified as "Tract 1" in **Exhibit "A**", has been zoned by the City as Firefly Cove Planned Development District ("*PDD*") pursuant to Ordinance No. 21-09-02-01, as may be amended from time to time, and Developer desires to develop the Land in compliance with the City's Code of Ordinances and the existing PDD along with associated infrastructure ("*Project*"); and

WHEREAS, Developer desires to create the District to include the Land, and the City has consented to the creation of the District and inclusion of the Land therein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties agree as follows.

ARTICLE I
DISTRICT CREATION, ANNEXATION AND DISSOLUTION MATTERS

Section 1.01 Consent to Creation of District.

(a) The City acknowledges receipt of the Developer's request, in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, for creation of the District to include the Land. The City agrees that the District may be created by order of the Texas Commission on Environmental Quality ("*TCEQ*") or by special act of the Texas Legislature. On the Effective Date of this Agreement, the City has approved the resolution attached as **Exhibit "B"**, consenting to the creation of the District and the inclusion of the Land within the boundaries of the District (the "*Consent Resolution*"). The City agrees that the Consent Resolution will be deemed to constitute the City's consent to the creation of the District within its boundaries, and the inclusion of the Land into the District. No further action will be required on the part of the City to evidence its consent to the creation of the District and inclusion of the Land into the District; however, the City agrees to provide any additional confirmation of its consent that may be required by the Developer or the District if requested to do so.

(b) Developer agrees to submit to the City a copy of any application for creation of the District filed with TCEQ (or legislation, as applicable). The District's functions will be limited to: (i) financing public water, wastewater, drainage and road infrastructure costs and other costs and expenses eligible under state law that are associated with the Project; and (ii) owning, maintaining, and repairing drainage and water quality facilities. The Developer shall be responsible for all costs and expenses associated with creation of the District.

(c) Developer agrees to pay to the City the reasonable costs and expenses incurred by the City for legal services in connection with the negotiation and implementation of this Agreement.

(d) Subject to approval or otherwise directed by TCEQ, the name of the municipal district shall be Firefly Municipal Utility District.

Section 1.02 District Director and Voter Matters. The conveyance, from time to time, by metes and bounds or otherwise of any portion of the Land to any person for the sole purposes of qualifying as a director of the District shall not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City; provided, however, that no additional structure, other than a HUD-certified manufactured home necessary for the creation of the District, shall be located on the Land unless and until a plat of such portion of the Land has been approved and recorded in the plat records of the City and/or Travis County, as applicable.

Section 1.03 Joinder by District. Developer covenants and agrees to cause the District to approve, execute and deliver to the City this Agreement within ninety (90) days after the District confirmation date.

Section 1.04 Incorporation. In furtherance of the purposes of this Agreement, the District and the Developer, on behalf of themselves and their respective successors and assigns, covenant and agree that neither the District nor the Developer will: (1) seek or support any effort to incorporate the Land or any part thereof; (2) sign, join in, associate with, or direct to be signed any petition seeking to incorporate the Land or seeking to include the Land within the boundaries of any other municipality.

Section 1.05 Dissolution of District. The City agrees that it will not seek to dissolve the District, including pursuant to the authority set forth in Section 43.074 of the Texas Local Government Code, until after the completion of at least 90% of the construction of the public infrastructure necessary to serve the Land with water, wastewater, drainage facilities, road improvements, and other facilities eligible for reimbursement under the rules of TCEQ or other law (collectively, the "***Facilities***"), and either (i) bonds have been issued by the District to reimburse Developer's eligible infrastructure costs related to such facilities (the "***Bonds***"), or (ii) the City has expressly agreed to assume the obligation to reimburse the Developer for such costs.

Section 1.06 Annexation by the District. The District shall not annex any land located in the City's corporate boundaries or extraterritorial jurisdiction into the District's boundaries without the prior written consent of the City in accordance with the requirements of Texas law.

ARTICLE II
DEVELOPMENT AND SERVICES

Section 2.01 Land Use. The Land shall be developed in accordance with the standards and requirements set forth in the City's Code of Ordinances, as modified by the PDD.

Section 2.02 Roadways. All roads, including traffic calming improvements, will be designed and constructed in accordance with the PDD and applicable City design and construction standards. Roads will be publicly dedicated or will remain private in accordance with the provisions of the PDD, and the creation of the District will have no impact on the roads already constructed within the Land. For those roads which the Developer elects to remain private, the District or the homeowner's association will be responsible for maintenance and operation.

Section 2.03 City Services. The District will not provide any municipal services. Retail water and wastewater service to the District shall be provided by the City. Retail customers within the Land shall pay the applicable water and sewer rates for customers located within the city limits. Developer shall be responsible for funding and constructing all internal water and wastewater infrastructure improvements required for the City to serve the Project.

Section 2.04 Project Enhancements. In order to ensure a higher quality community, the Developer commits to the following project enhancements: expansion of the trail system with higher quality surfaces and varied uses; additional pocket parks and refined open areas; expansive nature play elements within children play areas; enhanced access to Lake Travis; increased preservation of nature character; distinct entry monumentation, signage, and art features; and amenities designated both for the exclusive use by residents of the Project and for the residents of the City of Lago Vista as further detailed in Section 2.05 below.

Section 2.05 Open Space, Parks, and Parkland Improvements.

(a) The Project will be developed as a master-planned community with substantial parkland, open space, greenbelts, trails, and park improvements. In accordance with the parkland requirements of the City, as modified by the PDD, the portion of the Land designated as "Open Space" in *Exhibit "C"* to the PDD shall include open space, parks, and parkland improvements constructed by Developer that are publicly dedicated, at the discretion of the City, or made publicly accessible by Developer.

(b) Developer shall grant public access with a City-approved irrevocable public access easement to (i) all mountain bike and pedestrian walking trails throughout the Project, (ii) eight (8) pickleball courts with access controls, and (iii) parkland and certain amenities for water recreation and lake access, which shall include a minimum of twelve (12) picnic tables with bar-b-que grills and benches, and a minimum of two (2) shade structures or covered pavilions, to be constructed and installed on approximately twelve (12) acres of shoreline along Lake Travis. Developer will use best efforts, collaboratively with the City, to incorporate a public boat ramp as a public amenity within the Project. Developer shall also construct a resort-style swimming pool and additional sport courts or pickleball courts for the exclusive use by residents of the Project.

(c) Open space shall be dedicated to and maintained by the City in accordance with the PDD. All other parkland and parkland improvements not dedicated to and accepted by the City shall be conveyed to either the District or the homeowner's association ("HOA") for ongoing maintenance. The District or HOA agrees to maintain ownership of the eight (8) pickleball courts and designated parkland within the Project. Maintenance and operational costs for these facilities shall be borne by the District or the HOA, ensuring that the City of Lago Vista is not financially responsible for ongoing upkeep. All amenities within Project will be available to the citizens of Lago Vista, except for the swimming pool.

Section 2.06 Construction and Inspection of Facilities. The Developer is responsible for funding all costs of development and no development costs shall ever become the City's responsibility. The District (or Developer on behalf of the District) shall construct all facilities to serve the Land in accordance with plans and specifications that have been reviewed and approved by the City in accordance

with applicable City ordinances, subdivision regulations, construction standards, and design standards, including but not limited to applicable City fire flow standards and fire hydrants, drainage detention regulations, floodplain regulations, building code, and sign ordinances. The City has the right to inspect all such public infrastructure facilities being constructed by the District to ensure compliance with the approved plans. All water and wastewater facilities will be conveyed to the City upon completion of construction. The District shall own, operate, maintain, and repair drainage and water quality facilities. All public roads, upon completion of construction and acceptance by the City following applicable inspections, will be conveyed to the City and the City agrees to operate and maintain the public roads within the District. Conveyance and acceptance of public facilities will not affect the Developer's right to reimbursement from the District for the cost of any facilities constructed or financed by the Developer.

Section 2.07 Public Infrastructure Contribution.

(a) As a contribution to the costs of expansion of the City's existing wastewater system and to mitigate the impact of the Project, Developer agrees to pay the City an amount equal to $1,800,000. Payment will be made out of the proceeds of the first issuance of bonds by the District.

(b) As a contribution to the costs of expansion of the City's existing water system and to mitigate the impact of the Project, Developer agrees to pay the City an amount equal to $600,000.00 out of the proceeds of bonds issued by the District that would otherwise be payable to Developer. If the net bond proceeds (after costs of issuance) of the first series of bonds issued by the District is sufficient to pay this sum in full, then payment will be made out of the proceeds of the first issuance of bonds by the District. If the net bond proceeds of the first issuance of bonds is not sufficient to pay this sum and the contribution referenced in Section 2.06(a) above in full, then payment will be made as soon as possible out of the net proceeds of subsequent bonds issued by the District such that the City will receive payment in full prior to the Developer receiving any bond proceeds.

(c) In addition to Developer's rough proportionality contribution required by the Traffic Impact Analysis ("*TIA*") for improvements to roads located outside the Land that are impacted by the Project ($199,365), the Developer agrees to pay the City an amount equal to $590,735.00 to fund the remaining balance of the improvements identified in the TIA. In other words, Developer will additionally contribute the difference between the costs of recommended road improvements identified by the TIA ($790,100) and Developer's required contribution for such improvements based on the rough proportionality analysis ($199,365) to fully fund the estimated costs of the road improvements. Within thirty (30) days of creation of the District by the TCEQ, Developer will either (i) issue payment of $590,735.00 to the City or (ii) notify the City in writing that Developer elects to fully fund and construct all the recommended road improvements identified by the TIA. To the extent the Developer elects to fund and construct the improvements prior to creation of the District, then Developer's payment obligation will be credited accordingly.

(d) The Developer will fund and construct the recommended traffic improvements to the intersection of Boggy Ford Road and Drapers Cove, as identified and required by the TIA, no later than the development of Phase 3 of the Project (as such phase is defined in the PDD).

ARTICLE III
ISSUANCE OF BONDS; SETTING TAX RATES

Section 3.01 Issuance of Bonds. The District may issue Bonds from time to time as permitted by the laws of the State of Texas.

Section 3.02 Bond Requirements. All Bonds issued by the District shall comply with the following requirements:

(a) Maximum maturity of 30 years from the date of issuance of any one series of Bonds; and

(b) Interest rate that does not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one month period immediately preceding the date that the notice of sale of such Bonds is given; and

(c) The Bonds expressly provide that the District shall reserve the right to redeem Bonds at any time beginning not later than the tenth (10th) anniversary of the date of issuance, without premium. No variable rate Bonds shall be issued by the District; and

(d) Any refunding Bonds of the District must provide for a minimum of three percent (3%) present value savings, and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds.

(e) The District shall be solely responsible for all debts and liabilities, with no financial obligation placed upon the City or Travis County. The issuance of any future bonds shall require voter approval by residents of the District, and any refunding bonds shall maintain the same majority consent. Additionally, new bonds may only be issued for the development of new infrastructure. The City will assume maintenance responsibility for internal roads upon completion of construction.

Section 3.03 Notice of Bond Issues. At least thirty (30) days before the submission of an application for approval of issuance of Bonds to the TCEQ or to the Attorney General, whichever occurs first, the District shall deliver to the City Secretary notice containing (a) the amount of the Bonds being proposed for issuance; (b) a general description of the projects to be funded and/or the Bonds to be refunded by such Bonds; and (c) the proposed debt service of the District, and the District's tax rate after the issuance of the Bonds. If the District is not required to obtain TCEQ approval of the issuance of Bonds, the District shall deliver such certification and notice to the City Secretary at least thirty (30) days prior to the issuance of Bonds, except refunding Bonds, by the District.

Section 3.04 Official Statements. Within thirty (30) days after the District closes the sale of each series of Bonds, the District shall deliver to the City Secretary a copy of the final official statement for such series of the Bonds, the District shall promptly provide such information at no cost to the City.

Section 3.05 Reporting. The District shall: (a) send a copy of each order or other action setting an ad valorem tax rate to the City Secretary within thirty (30) days after the District adopts the rate; (b) send a copy of each annual audit to the City Secretary, and (c) provide copies of any material event notices filed under applicable federal securities laws or regulations to the City Secretary, within thirty (30) days after filing such notices with the applicable federal agency.

ARTICLE IV
AUTHORITY

Section 4.01 Authority. This Agreement is entered into under the statutory authority of Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code.

ARTICLE V
TERM, ASSIGNMENT AND REMEDIES

Section 5.01 Term. This Agreement shall be effective from the Effective Date and shall continue in effect until dissolution of the District unless this Agreement is sooner terminated due to withdrawal of consent as provided in this Section 5.01. The City's consent to the creation of the District shall be deemed withdrawn and this Agreement shall be void and have no force or effect, including all monetary and dedicatory obligations, if the Developer fails to secure or obtain a final order from the TCEQ granting creation of the District within one (1) year after the Effective Date. Withdrawal of the City's consent due to failure of the Developer to obtain the final order from TCEQ shall have no impact on the validity and enforceability of the PDD.

Section 5.02 Assignment.

(a) Neither the District nor the City may assign this Agreement without the written consent of all other Parties.

(b) Developer has the right, from time to time, to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to the District. Developer may also assign this Agreement, in whole or in part, and to any person or entity (an "*Assignee*"), provided that the following conditions are satisfied: (1) Assignee is a successor owner of all or any part of the Land; (2) Assignee has a contractual right to be reimbursed for water, sewer, or drainage improvements from Bonds (or has a lien or other security interest in such reimbursements); (3) the assignment is in writing executed by Developer and Assignee; (4) Assignee expressly assumes in the assignment any assigned obligations and expressly agrees in the assignment to observe, perform, and be bound by this Agreement to the extent this Agreement relates to the obligations, rights, titles, or interests assigned; and (5) a copy of the executed assignment is provided to the City within fifteen (15) days after execution. Provided all of the foregoing conditions are satisfied, from and after the date the assignment is executed by Developer and Assignee, the City agrees to look solely to Assignee for the performance of all obligations assigned to Assignee and agrees that Developers shall be released from performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations. No assignment by Developers shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. It is specifically intended that this Agreement, and all terms, conditions and covenants herein, shall survive a transfer, conveyance, or assignment occasioned by the exercise of foreclosure of lien rights by a creditor or a Party, whether judicial or non-judicial. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and Assignees.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land, nor is it intended to confer upon any such person the status of third-party beneficiary.

Section 5.03 Cooperation.

(a) The City, the Developer, and the District each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b) In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the City, the Developers, and the District agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 6.01 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement, or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or 3 days after the date of mailing. Notice give in any other manner will be effective only when received. For purposes of notice, the addresses of Parties will, until changed as provided below, be as follows:

City: City of Lago Vista
5803 Thunderbird Street
Lago Vista, Texas 78645
Attn: City Manager

Developer: Firefly Cove LLC
Firefly Cove Homes LLC
106 Long Mountain
Horseshoe Bay, Texas 78657
Attn: Dirk Gosda

With Required Copy to:

McLean & Howard, L.L.P.
4301 Bull Creek Road, Ste 150
Austin, Texas 78731
Attn: Laci Ehlers

District (to be completed upon its creation):

_____
_____
_____
_____

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other Party. The Developer and the District may, be giving at least five (5) days' written notice to the City, designate additional parties to receive copies of notices under this Agreement.

Section 6.02 Severability; Waiver.

(a) If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

(b) Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 6.03 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas.

Section 6.04 Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties.

Section 6.05 Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective as of the Effective Date only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

Section 6.06 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 6.07 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. The Developers certify, represent, and warrant that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of the Developers. On its creation, the District shall certify, represent, and warrant that the execution of this Agreement is duly authorized and adopted.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement to be effective on the last date of execution by the Developer and the City below (the "*Effective Date*").

CITY:

CITY OF LAGO VISTA, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

By:_____
Name:_____
Title:_____

DEVELOPER:

FIREFLY COVE LLC,
a Texas limited liability company

By: FC Development LLC,
a Texas limited liability company,
its Manager

By: _____
Dirk Gosda, Member

FIREFLY COVE HOMES LLC,
a Texas limited liability company

By: _____
Dirk Gosda, Manager

DISTRICT:

FIREFLY MUNICIPAL UTILITY DISTRICT
(or other named district)

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

By:_____
Name:_____
Title:_____

Exhibit "A"

Metes and Bounds Description of the Land

EXHIBIT "A"

Legal Description

TRACT 1

METES AND BOUNDS DESCRIPTION OF 286.85 ACRES, MORE OR LESS, SAVE AND EXCEPT 2.504 ACRES AND 2.899 ACRES, LEAVING 281.45 ACRES, MORE OR LESS,

METES AND BOUNDS DESCRIPTION OF A SURVEY OF 286.85 ACRES OF LAND, MORE OF LESS, A PORTION OF THE FOLLOWING SURVEYS: D. & W. R.R. CO. SURVEY NO. 99, ABSTRACT NO. 246; RICHARD CRAIG SURVEY NO. 1867, ABSTRACT NO. 2754; C.E.P.I. & M. CO. SURVEY NO. 173, ABSTRACT NO. 2191; MALINDA SETTLE SURVEY NO. 49, ABSTRACT NO. 2126; W. A. COOK SURVEY NO. 141, ABSTRACT NO. 2587; LEWIS LINDSAY SURVEY NO. 265, ABSTRACT NO. 2171; AND THE W. A. COOK SURVEY NO. 100, ABSTRACT NO. 2605, IN TRAVIS COUNTY, TEXAS, SAID 286.85 ACRES OF LAND, MORE OR LESS, BEING A PORTION OF THAT 289.40 ACRE TRACT OF LAND, A PORTION OF THE SAID D. & W. R.R. CO. SURVEY NO. 99, AND OTHERS IN TRAVIS COUNTY, TEXAS, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO TRAVIS MEADOW, LP IN DOCUMENT NO. 2006125525, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 286.85 ACRES OF LAND, MORE OR LESS, BEING ALL OR A PORTION OF THE FOLLOWING TRACTS OF LAND, ALL BEING IN TRAVIS COUNTY, TEXAS: BEING ALL OF THAT 0.413 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEYNO. 173, AS DESCRIBED IN A WARRANTY DEED TO GEORGE L. VINSON AND WIFE, JEAN VINSON IN VOLUME 2714, PAGE 315, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.44 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEY NO. 173, AS DESCRIBED IN A WARRANTY DEED TO GEORGE L. VINSON AND WIFE, JEAN VINSON IN VOLUME 3223, PAGE 513, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING A PORTION OF THAT TRACT OF LAND CALLED TO BE 278.36 ACRES, SAVE AND EXCEPT 19.27 ACRES OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND OTHERS, DESIGNATED AS TRACT 1 AND DESCRIBED IN A WARRANTY DEED TO G. L. VINSON IN VOLUME 5554, PAGE 1469, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 22.97 ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 100 AND A PORTION OF THE SAID D. & W. R.R. CO. SURVEY NO. 99, AS DESCRIBED IN A WARRANTY DEED TO GEORGE LARRY VINSON AND WIFE, JEAN VINSON IN VOLUME 6021, PAGE 178, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 16.08 ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND A PORTION OF THE SAID LEWIS LINDSAY SURVEY NO. 265, AS DESCRIBED IN A WARRANTY DEED TO G. L. VINSON IN VOLUME 6561, PAGE 242, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 785 SQUARE FOOT TRACT OF LAND OR 0.018 OF ONE ACRE OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 100, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO G. L. VINSON IN VOLUME 10321, PAGE 422, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING A PORTION OF THAT 12.611 ACRE TRACT OF LAND, MORE OR LESS, A PORTION OF THE SAID MALINDA SETTLE SURVEY NO. 49, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO G. L. VINSON IN VOLUME 11949, PAGE 88, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 2.393 ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 100 AND A PORTION OF THE SAID D. & W. R.R. CO. SURVEY NO. 99, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO GEORGE L. VINSON AND WIFE, JEAN VINSON IN VOLUME 12092, PAGE 1825, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 23.276 ACRE TRACT OF LAND, A PORTION OF THE SAID D. & W. R.R. CO. SURVEY NO. 99, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO G. L. VINSON AND WIFE, JEAN VINSON IN VOLUME 12627, PAGE 676, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.337 OF ONE

ACRE OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN A WARRANTY DEED TO G. L. VINSON IN VOLUME 12667, PAGE 479, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; AND BEING ALL OF THAT 2.036 ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 100, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO G. L. VINSON IN VOLUME 12717, PAGE 693, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; AS PREPARED FOR TRAVIS MEADOW, LP BY METCALFE & SANDERS, INC., LAND SURVEYORS, 4800 SOUTH CONGRESS AVENUE, AUSTIN, TEXAS, SAID 286.85 ACRES OF LAND, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 1/2" steel pin with plastic cap set in rock in the south line of Boggy Ford Road for the northeast corner of that 2.393 acre tract of land, a portion of the W. A. Cook Survey No. 100, Abstract No. 2605 and a portion of the D. & W. R.R. Co. Survey No. 99, Abstract No. 246, in Travis County, Texas, as described in a Warranty Deed to George L. Vinson and wife, Jean Vinson in Volume 12092, Page 1825, Real Property Records of Travis County, Texas, for the POINT OF BEGINNING and northeast corner of the herein described tract;

(1) THENCE with the east line of the said Vinson 2.393 acre tract, S 29°17'38" W 115.71 feet to a 1/2" steel pin found at the southeast corner of the said Vinson 2.393 acre tract and the northeast corner of that 22.97 acre tract of land, a portion of the said W. A. Cook Survey No. 100 and a portion of the said D. & W. RR. Co. Survey No. 99, as described in a Warranty Deed to George Larry Vinson and wife, Jean Vinson in Volume 6021, Page 178, Deed Records of Travis County, Texas, said 1/2" steel pin found being also an angle point in the west line of that 169.54 acre tract, a portion of the said D. & W. R.R. Co. Survey No. 99 and a portion ofthe Richard Craig Survey No. 1867, Abstract No. 2754, in Travis County, Texas, as described in Special Warranty Deed to Luna Groseclose, Ltd. in Volume 13237, Page 1233, Real Property Records of Travis County, Texas, said 1/2" steel pin found being also a corner of that approximately 100 acres of land, a portion of the said D. & W. R.R. Co. Survey No. 99, and others in Travis County, Texas, as conveyed in a Special Warranty Deed to Linda L. Groseclose, Trustee of the Linda Groseclose 1998 Intervives Trust in Document No. 2002229115, Official Public Records of Travis County, Texas;

(2) THENCE with the east line of the said Vinson 22.97 acre tract and along or near the west line of the said Luna Groseclose, Ltd. 169.54 acre tract, S 28°30'09" W 715.19 feet to a 1/2" steel pin found at the southeast corner of the said Vinson 22.97 acre tract and the northeast corner of that 23.276 acre tract of land, a portion of the said D. & W. RR Co. Survey No. 99, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to G. L. Vinson in Volume I2627, Page 676, Real Property Records of Travis County, Texas;

THENCE with the east line of the said Vinson 23.276 acre tract and being along or near the west line of the said Luna-Groseclose, Ltd. I69.54 acre tract, courses numbered 3 through 6 inclusive as follows:

(3) S 28°20'51" W 1360.82 feet to a 5/8" steel pin found;
(4) S 29°00'46" W 290.69 feet to a 1/2" steel pin found;
(5) S 27°42'20" W 622.13 feet to a cedar hub and rock mound found (cedar hub replaced with a I/2" steel pin with plastic cap) at the southeast corner of the said Vinson 23.276 acre tract and in an east line of that 278.36 acre tract of land, save and except I9.27 acres of land, a portion of the said W. A. Cook Survey No. 100, and others, in Travis County, Texas, designated as Tract 1 and described in a Warranty Deed to G. L. Vinson in Volume 5554, Page I469, Deed Records of Travis County, Texas;

THENCE with the east line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and being along or near the west line of the said Luna Groseclose Ltd. 169.54 acre tract, courses numbered 6 through 8 inclusive as follows:

(6) S 27°42'20" W 36.85 feet to a 1/2" steel pin with plastic cap set in rock;
(7) S 29°28'32" W 349.04 feet to a 60d nail found in rock;
(8) S 27°59'05" W 335.17 feet to a 3/4" iron pipe found in or near the south line of the said Richard Craig Survey No. 1867 and in or near the north line of the C. E. P. I. & M. Co. Survey No. 173, Abstract No. 2191, at an interior corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and being at or near the southwest corner of the said Luna Groseclose, Ltd. 169.54 acre tract, for an interior corner of the herein described tract;

(9) THENCE along or near the south line of the said Richard Craig Survey No. 1867 and along or near the north line of the said C. E. P. I. & M Co. Survey No. 173, and being also with a north line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and being along or near the south line of the said Luna Groseclose Ltd. 169.54 acre tract, S 62°03'05"E 43.51 feet to a calculated point in the center of Cox Hollow, for a northeast corner of the herein described tract;

THENCE with the centerline of Cox Hollow, said centerline being the thread of the stream when dry, and being along or near the east line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and along the west line of that 68.20 acre tract of land, a portion of the said C. E. P. I. & M. Co. Survey No. 173, as described in a deed to Old Farm Development Corporation in Volume 3779, Page 2098, Deed Records of Travis County, Texas, courses numbered 10 through 27 inclusive as follows:

(10) S 17°08'50" E 103.86 feet to a calculated point;
(11) S 23°47'44" W 130.00 feet to a l00d nail set;
(12) S 37°06'25"W 143.81 feet to a l00d nail set;
(13) S 23°35'56"W 177.70 feet to a 100d nail set;
(14) S 24°3I '28" W 206.37 feet to a calculated point, now submerged by the waters of Lake Travis;
(15) S 7°46'47" W 92.45 feet to a calculated point, now submerged by the waters of Lake Travis;
(16) S 0°54'56" E 72.78 feet a calculated point, now submerged by the waters of Lake Travis;
(17) S 13°18'04" W 138.43 feet to a calculated point, now submerged by the waters of Lake Travis;
(18) S 6°48'27" W 128.00 feet to a calculated point, now submerged by the waters of Lake Travis;
(19) S 10°17'54" W 62.36 feet to a calculated point, now submerged by the waters of Lake Travis;
(20) S 29°06'52"W 65.69 feet to a calculated point, now submerged by the waters of Lake Travis;
(21) S 4°52'46" E 45.22 feet to a calculated point, now submerged by the waters of Lake Travis;
(22) S 28°47'39"E 51.37 feet to a calculated point, now submerged by the waters of Lake Travis;
(23) S 38°38'14"E 99.83 feet to a calculated point, now submerged by the waters of Lake Travis;
(24) S 46°39'26" E 38.86 feet to a calculated point, now submerged by the waters of Lake Travis;
(25) S 31°33'27" E 56.88 feet to a calculated point, now submerged by the waters of Lake Travis;
(26) S 19°46'23" W 70.23 feet to a calculated point, now submerged by the waters of Lake Travis;
(27) S 50°06'51" W 226.38 feet to a calculated point, now submerged by the waters of Lake Travis, in the west line of the said C. E. P. I. & M. Co. Survey No. 173 and the east line of the Malinda Settle Survey No. 49, Abstract No. 2126, said calculated point being a southwest corner of the said Vinson

278.36 acre tract of land, save and except 19.27 acres of land and in the east line of that 100 acre tract of land, a portion of the said Malinda Settle Survey No. 49, in Travis County, Texas, designated as First Tract and described in a deed to the Lower Colorado River Authority in Volume 630, Page 91, Deed Records of Travis County, Texas, for a south corner of the herein described tract;

(28) THENCE with the west line of the said C. E. P. I. & M. Co. Survey No. 173 and the east line of the said Malinda Settle Survey No. 49, and being also with a west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and the east line of the said Lower Colorado River Authority First Tract of 100 acres, N 1°23'48" W 202.69 feet to a 1/2" steel pin with plastic cap set in the 670 mean sea level contour line for the southeast corner of that 12.611 acre tract, more or less, a portion of the said Malinda Settle Survey No. 49, in Travis County, Texas, as described in a Special Warranty Deed to G. L. Vinson in Volume 11949, Page 88, Real Property Records of Travis County, Texas, for an interior corner of the herein described tract;

THENCE with the south line of the said Vinson 12.611 acre tract, more or less, said line being the 670 mean sea level contour line, courses numbered 29 through 45 inclusive as follows:

(29) S 53°56'05" W 39.99 feet to a 1/2"steel pin with plastic cap set;
(30) S 70°14'23" W 26.18 feet to a 1/2" steel pin with plastic cap set;
(31) S 74°58'16" W 55.31 feet to a 1/2" steel pin with plastic cap set;
(32) S 82°39'15" W 86.13 feet to a 1/2" steel pin with plastic cap set;
(33) N 74°05'46" W 127.57 feet to a 1/2" steel pin with plastic cap set;
(34) N 81°46'22" W 131.95 feet to a 1/2" steel pin with plastic cap set;
(35) N 49°10'30" W 32.48 feet to a 1/2" steel pin with plastic cap set;
(36) N 37°33'32" W 201.96 feet to a 1/2" steel pin with plastic cap set;
(37) N 16°31'49" W 41.94 feet to a 1/2" steel pin with plastic cap set;
(38) N 24°31'07" W 82.63 feet to a 1/2" steel pin with plastic cap set;
(39) N 1°48'54" E 50.84 feet to a 1/2" steel pin with plastic cap set;
(40) S 66°09'31" W 39.52 feet a 1/2" steel pin with plastic cap set;
(41) N 77°35'09" W 36.64 feet a 1/2" steel pin with plastic cap set;
(42) N 88°48'29" W 39.29 feet to a 1/2" steel pin with plastic cap set;
(43) N 51°26'09" W 26.84 feet to a 1/2" steel pin with plastic cap set;
(44) N 24°38'44"W 23.04 feet to a 1/2" steel pin with plastic cap set;
(45) N 62°20'22" W 48.41 feet a 1/2" steel pin with plastic cap set in the centerline of Drapers Cove, said centerline being the thread of the stream when dry, for the southwest comer of the said Vinson 12.611 acre tract, more or less, and in an east line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land;

THENCE with the centerline of Drapers Cove and with an east line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, courses numbered 46 through 53 inclusive as follows:

(46) S 48°19'25"E 25.38 feet to a calculated point;
(47) S 20°39'30"E 51.32 feet to a calculated point;
(48) S 40°07'29" E 40.37 feet to a calculated point;
(49) S 86°55'38" E 84.58 feet to a calculated point, now submerged by the waters of Lake Travis;
(50) S 12°50'07" E 64.32 feet to a calculated point, now submerged by the waters of Lake Travis;
(51) S 16°08'21" E 95.68 feet to a calculated point, now submerged by the waters of Lake Travis;
(52) S 3°50'31" E 104.89 feet to a calculated point, now submerged by the waters of Lake

Travis;

(53) S 19°56'11" E 83.45 feet to a calculated point, now submerged by the waters of Lake Travis, for a southeast corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land;

(54) THENCE with a south line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, S 88°47'25" W at 80.44 feet passing a 1/2" steel pin with plastic cap set, in all 149.40 feet to a 1/2" steel pin with plastic cap set in the 670 mean sea level contour line for an interior corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, for an interior corner of the herein described tract;

THENCE with an east and south line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, said line being the 670 mean sea level contour line, courses numbered 55 through 59 inclusive as follows:

(55) S 10°10'52"E 28.02 feet to a 1/2" steel pin with plastic cap set;
(56) S 86°28'21" W 116.94 feet to a 1/2" steel pin with plastic cap set;
(57) S 79°18'44" W 153.36 feet to a 1/2" steel pin with plastic cap set;
(58) S 38°14'07" W 57.81 feet to a 1/2" steel pin with plastic cap set;
(59) S 71°13'56" W 90.90 feet to a calculated point at the intersection of the southerly extension of the east line of that 0.29 of one acre tract, a portion of the said Malinda Settle Survey No. 49, in Travis County, Texas, as described in a Warranty Deed to Robert L. Bullock and Debra M. Bullock in Document No. 2002181885, Official Public Records of Travis County, Texas, for a southwest corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, for a southwest corner of the herein described tract;

THENCE with the southerly extension of the east line of the said Bullock 0.29 of one acre tract and with the east line of the said Bullock 0.29 of one acre tract, and being also with a west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, courses numbered 60 through 61 inclusive as follows:

(60) N 0°47'42" W at 13.99 feet passing a 1/2" iron pipe found, in all 244.09 feet to a 5/8" steel pin found;
(61) N 0°19'50" W 261.39 feet to a 1/2" steel pin with plastic cap set for the northeast comer of the said Bullock 0.29 of one acre tract, for an interior corner of the herein described tract;

THENCE with the northeast line of the said Bullock 0.29 of one acre tract and the northeast line of that 0.974 of one acre tract, a portion of the said Malinda Settle Survey No. 49, as described in a Warranty Deed to Dianne E. Greig in Document No. 2002095894, Official Public Records of Travis County, Texas, and being also with a northeast line of that 0.86 of one acre tract, a portion of the said Malinda Settle Survey No. 49, as described in a Warranty Deed With Vendor's Lien to Gary L. Lipscomb in Volume 12492, Page 886, Real Property Records of Travis County, Texas, and with a southwest line of the Vinson 278.36 acre tract of land, save and except 19.27 acres of land, courses numbered 62 through 64 inclusive as follows:

(62) N 55°27'12" W 30.61 feet to a 1/2" steel pin with plastic cap found (B:MI) at the north or northwest corner of the said Bullock 0.29 of one acre tract and the northeast comer of the said Greig 0.974 of one acre tract;
(63) N 49°59'45" W 100.40 feet to a PK nail set in concrete in a southwest line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, for the north or northwest corner of the said Greig 0.974 of one acre tract and the northeast corner of the said Lipscomb 0.86 of one acre tract;
(64) N 57°05'48" W 90.63 feet to a 3/4" iron pipe found in a southeast line of a private street,

locally known as Drapers Cove at the north corner of the said Lipscomb 0.86 of one acre tract and an interior corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, for a west corner of the herein described tract;

(65) THENCE crossing the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, with an east line of Drapers Cove, N 19°06'38"E 43.84 feet to a PK nail set in concrete for the west comer of that 1.43 acre tract, a portion of the said Malinda Settle Survey No. 49, in Travis County, Texas, as described in a General Warranty Deed With Vendor's Lien to Robert L. Bullock et ux, Debra M. Bullock in Volume 12698, Page 3161, Real Property Records of Travis County, Texas, for a north comer of the herein described tract;

THENCE with the southwest and south line of the said Bullock 1.43 acre tract, courses numbered 66 through 68 inclusive as follows:

(66) S 50°13'56" E 234.77 feet to a 3/4" steel pin found;
(67) N 81°39'34" E 100.80 feet to a 1/2" iron pipe found;
(68) N 76°19'43" E 190.91 feet to a 1/2" steel pin found in or near the centerline of Draper Cove at the southeast comer of the said Bullock 1.43 acre tract, for an interior comer of the herein described tract;

(69) THENCE crossing the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, N 20°16'36"W 168.19 feet to a 1/2"steel pin found at the south comer of that 0.403 of one acre tract of land, a portion of the said W. A. Cook Survey No. 141 and a portion of the said Malinda Settle Survey No. 49, in Travis County, Texas, as described in a Warranty Deed to Andrea Claire Williams Scott, et al in Volume 8644, Page 666, Deed Records of Travis County, Texas;

(70) THENCE with the east line of the said Scott et al 0.403 of one acre tract, N 5°39'06" W at 70.92 passing the intersection of the east line of the said Scott, et a1 0.403 of one acre tract with the west line of the said Vinson 12.611 acre tract, at 77.09 passing a 3/4" iron pipe found 0.13 of one foot west of line, in all 163.86 feet to .a 3/4"iron pipe in concrete found in the north line of the said Vinson 12.611 acre tract, said 3/4" iron pipe found in concrete being in or near the south line of the said W. A. Cook Survey No. 141 and in or near the north line of the said Malinda Settle Survey No. 49;

(71) THENCE with the east line of the said Scott, et al 0.403 of one acre tract and the northerly extension of the east line of the said Scott, et a1 0.403 of one acre tract, N 5°38'12' W at 48.35 feet passing a 1/2" steel pin found at the northeast comer of the said Scott, et al 0.403 of one acre tract, in all 58.40 feet to 1/2" steel pin with plastic cap set for at the intersection of a line thirty (30) feet southwest of the occupied northeast line of Drapers Cove;

THENCE with said line thirty (30) feet west and southwest of the occupied east line of Drapers Cove, courses numbered 72 through 77 inclusive as follows:

(72) N 47°40'45" W 21.11 feet to a 1/2" steel pin with plastic cap set;
(73) N 37°59'27" W 35.85 feet to a 1/2" steel pin with plastic cap set;
(74) N 34°34'18" W 65.60 feet to a 1/2" steel pin with plastic cap set;
(75) N 27°02'45"W 64.76 feet to a 1/2" steel pin with plastic cap set;
(76) N 23°52'32"W 22.26 feet to a 1/2" steel pin with plastic cap set;
(77) N 36°08'40"W 13.08 feet to a 1/2" steel pin with plastic cap set in the east line of that 0.384 of one acre tract of land, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to G. L. Vinson in Volume 10591, Page 503, Real Property Records of Travis County, Texas;

(78) THENCE with the east line of the said Vinson 0.384 of one acre tract, N 7°08'31" W 6.39 to a 1/2" steel pin found in a southwest line of Drapers Cove at the northeast corner of the said Vinson 0.384 of one acre tract, for an interior corner of the herein described tract;

(79) THENCE with the south line of Drapers Cove and the north line of the said Vinson 0.384 of one acre tract, N 57°38'24" W 61.01 feet to a 112" steel pin with plastic cap set for the northwest corner of the said Vinson 0.384 of one acre tract and the northeast corner of that 0.366 of one acre tract of land, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to James Burnett and wife, Margie Burnett in Volume 4185, Page 157, Deed Records of Travis County, Texas, said tract now shown by the Travis Central Appraisal District to be in the name of Travis Duncan and Nikki Perrotta by virtue of a Contract of Sale;

(80) THENCE with the south line of Drapers Cove and the north line of the said Burnett 0.366 of one acre tract, N 69°34'19" W 102.62 feet to a 5/8" steel pin found at the northwest corner of the said Burnett 0.366 of one acre tract, for an interior corner of the herein described tract;

(81) THENCE with the west line of the said Burnett 0.366 of one acre tract, S 16°07'25" W 171.81 feet to a 5/8" steel pin found leaning west at the southwest corner of the said Burnett 0.366 of one acre tract and at a corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land;

(82) THENCE with a southwest line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, S 37°05'29"E 5.09 feet to a 1/2" steel pin with plastic cap set for the northeast comer of that 0.583 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a General Warranty Deed With Vendor's Lien to Michael David O'Cooley in Volume 13367, Page 1876, Real Property Records of Travis County, Texas, for a southeast comer of the herein described tract;

(83) THENCE with the north line of the said O'Cooley 0.583 of one acre tract, N 72°46'09" W 145.42 feet to a 1/2" steel pin found in an east line of Drapers Cove at the northwest corner of the said O'Cooley 0.583 of one acre tract, for a southwest corner of the herein described tract;

THENCE with an east and south line of Drapers Cove, courses numbered 84 through 87 inclusive as follows:

(84) N 25°44'52" W 154.57 feet to a 1/2" steel pin found;
(85) N 10°42'26" W 52.06 feet to a calculated point at a non-tangent point of curve;
(86) with a curve to the right an arc distance of26.06 feet, said curve having a radius of 30.41 feet, a central angle of 49°06'20", and a chord of which bears N 12°51'30" E 25.27 feet to a calculated point at a non-tangent point of compound curve;
(87) with a curve to the right an arc distance of 48.12 feet, said curve having a radius of 42.26 feet, a central angle o£65°14'01", and a chord of which bears N 70°00'00" E 45.56 feet to a calculated point, for an interior corner of the herein described tract;

(88) THENCE crossing Drapers Cove N 12°37'00"E 30.00 feet to 1/2" steel pin found in the curving north line of Drapers Cove at the most northerly southeast corner of that 7.63 acre tract of land, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed with Vendor's Lien to Herbert J. Wasson and Emilie V. Harris in Document No. 1999081472, Official Public Records of Travis County, Texas;

THENCE with the east, northeast and east line of the said Wasson and Harris 7.63 acre tract, courses numbered 89 through 93 inclusive as follows:

(89) N 21°37'12"W 153.07 feet to a 1/2" steel pin found;

(90) N 50°48'26"W 110.62 feet to a 1/2" steel pin found;
(91) N 50°47'24"W 183.14 feet to a 1/2" steel pin found;
(92) N 50°52'55" W 200.07 feet to a 1/2" steel pin with plastic cap found (RPLS1847);
(93) N 4°53'49" W 90.39 feet to a cotton gin spindle found at the southwest corner of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as Second Tract and described in a General Warranty Deed to Betty A Melcher in Volume 13009, Page 2433, Real Property Records of Travis County, Texas, for a northwest comer of the herein described tract;

THENCE with the south line of the said Melcher Second Tract of0.34 of one acre and being also with the south line of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as First Tract and described in said General Warranty Deed to Betty A Melcher in Volume 13009, Page 2433, Real Property Records of Travis County, Texas, and being also with the south line of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to Betty A Melcher in Volume 11067, Page 480, Real Property Records of Travis County, Texas, courses numbered 94 through 96 inclusive as follows:

(94) S 79°18'15" E 99.97 feet to a 1/2" steel pin found at the southeast corner of the said Melcher Second Tract of 0.34 of one acre and the southwest comer of the said Melcher First Tract of 0.34 of one acre;
(95) S 55°24'46"E 100.05 feet to a 1/2" steel pin with plastic cap set for the southeast corner of the said Melcher First Tract of0.34 of one acre and the southwest corner of the said Melcher 0.34 of one acre tract of record in Volume 11067, Page 480, Real Property Records of Travis County, Texas;
(96) S 64°50'42" E 99.98 feet to a 1/2" steel pin found in concrete at the southeast corner of the said Melcher 0.34 of one acre tract of record in Volume 11067, Page 480, Real Property Records of Travis County, Texas, for an interior corner of the herein described tract;

(97) THENCE with the east line of the said Melcher 0.34 of one acre tract of record in Volume 11067, Page 480, Real Property Records of Travis County, Texas, N 4°34'46" E 149.70 feet to a 1/2" steel pin found in the south line of a private street, locally known as Draper Mountain Trail at the northeast corner of the said Melcher 0.34 of one acre tract of record in Volume 11067, Page 480, Real Property Records of Travis County, Texas, for a northwest corner of the herein described tract;

(98) THENCE with a south line of Draper Mountain Trail, S 68°33'57" E 199.43 feet to a 1/2" steel pin found at the northwest comer of that 0.33 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to Helen E. Melcher in Document No. 2002101212, Official Public Records of Travis County, Texas, for a northeast comer of the herein described tract;

(99) THENCE with the west line of the said Helen E. Melcher 0.33 of one acre tract, S 4°33'00" W 149.18 feet to a 5/8" steel pin found at the southwest corner of the said Helen E. Melcher 0.33 of one acre tract, for an interior corner of the herein described tract;

THENCE with the south line of the said Helen E. Melcher 0.33 of one acre and the south line of that 0.33 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to J. E. Laird and wife, Ruby Lee Laird in Volume 9709, Page 693, Real Property Records of Travis County, Texas, courses numbered 100 through 101 inclusive as follows:

(100) S 68°48'30"E 99.46 feet to a 5/8" steel pin found at the southeast corner of the said Helen Melcher 0.34 of one acre tract and the southwest corner of the said Laird 0.33 of one acre tract of record in Volume 9709, Page 693, Real Property Records of Travis County, Texas;

(101) S 66°52'33"E 97.19 feet to a 5/8" steel pin found at the southeast corner of the said Laird 0.33 of one acre tract of record in Volume 9709, Page 693, Real Property Records of Travis County, Texas, and the southwest corner of the said 0.17 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in Exhibit C in an Owner Finance Warranty Deed With Vendor's Lien to Joseph Edgar Laird and wife, Ruby Lee Laird in Volume 8402, Page 362, Deed Records of Travis County, Texas;

THENCE with the south line of the said Laird 0.17 of one acre tract as described in Exhibit C and with the south line of that 0.17 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in Exhibit Bin said deed of record in Volume 8402, Page 362, Deed Records of Travis County, Texas, and being also with the south line of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in Exhibit A in said deed to Laird of record in Volume 8402, Page 362, Deed Records of Travis County, Texas, and with the south line of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in Exhibit Din said deed to Laird of record in Volume 8402, Page 362, Deed Records of Travis County, Texas, courses numbered 102 through 105 inclusive as follows:

(102) S 72°37'18" E 50.11 feet to a 5/8" steel pin found at the southeast corner of the said Laird 0.17 of one acre tract as described in Exhibit C and the southwest corner of the said Laird 0.17 of one acre tract as described in Exhibit B;

(103) S 78°57'2T' E 52.29 feet to a 1/2" steel pin found at the southeast comer of the said Laird 0.17 of one acre tract as described in Exhibit C and the southwest corner of the said Laird 0.34 of one acre tract as described in Exhibit A;

(104) S 73°16'24" E 99.86 feet to a 1/2" steel pin with plastic cap set for the southeast comer of the said Laird 0.34 of one acre tract as described in Exhibit A and the southwest comer of the said Laird 0.34 of one acre tract as described in Exhibit D;

(105) S 80°03'24" E 100.14 feet to a 1/2" steel pin with plastic cap set for the southeast corner of the said Laird 0.34 of one acre tract as described in Exhibit D and the southwest corner of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as Second Tract and described in a Warranty Deed to Joseph Edgar Laird and wife, Ruby Lee Laird in Volume 10897, Page 889, Real Property Records of Travis County, Texas;

THENCE with the south line of the said Laird Second Tract of 0.34 of one acre and with the southwest line of that 0.31 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as First Tract and described in said Warranty Deed to Laird of record in Volume 10897, Page 889, Real Property Records of Travis County, Texas, courses numbered 106 through 107 inclusive as follows;

(106) S 68°03'24" E 99.72 feet to a 112"steel pin with plastic cap set for the southeast corner of the said Laird Second Tract of0.34 of one acre and the southwest corner of the said Laird First Tract of 0.31 of one acre;

(107) S 57°28'24" E 100.07 feet to a 3/4" steel pin found at the southeast comer of the said Laird First Tract of 0.31 of one acre and the southwest comer of that 0.30 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a General Warranty Deed With Vendor's Lien to Harold J. Nelson and Ann Marie Gibbs St. Martin in Document No. 2003123239, Official Public Records of Travis County, Texas;

(108) THENCE with the south or southwest line of the said Nelson and St. Martin 0.30 of one acre tract, S 53°34'00"E 100.52 feet to a 3/4" steel pin found in the west line of that 1.002 acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a General Warranty

Deed to Stephen K. Nagl and Gay F. Nagl in Document No. 2004187346, Official Public Records of Travis County, Texas, and at the southeast comer of the said Nelson and St. Martin 0.30 of one acre tract, for a northeast comer of the herein described tract;

(109) THENCE with the west line of the said Nagl1.002 acre tract, S 4°56'14" W 99.70 feet to a 1/2" steel pin with plastic cap set for the southwest comer of the said Nagl1.002 acre tract, for an interior corner of the herein described tract;

(110) THENCE with the south line of the said Nagl1.002 acre tract, S 77°09'46"E 192.14 feet to a 112" steel pin found in the west line of that 1.462 acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in an Assumption Warranty Deed With Vendor's Lien to Michael K. Temple and Marcia Temple in Volume 10505, Page 588, Real Property Records of Travis County, Texas, and at the southeast corner of the said Nagl 1.002 acre tract, for a northeast comer of the herein described tract;

(111) THENCE with the west line of the said Temple 1.462 acre tract, S 4°54'33" W 95.90 feet to a 112" steel pin found at the southwest corner of the said Temple 1.462 acre tract, for an interior corner of the herein described tract;

(112) THENCE with the south line of the said Temple 1.462 acre tract, S 85°06'26" E 199.92 feet to a 1/2"steel pin found at the southeast corner of the said Temple 1.462 of one acre tract, for an interior comer of the herein described tract;

(113) THENCE with the east line of the said Temple 1.462 acre tract, N 4°55'09" E 318.00 feet to a 1/2" steel pin found in the south line of Draper Mountain Trail at the northeast corner of the said Temple 1.462 acre tract;

(114) THENCE crossing Draper Mountain Trail and the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, N 36°27'01" W 155.00 feet to a calculated point on the north side of Draper Mountain Trail, for an interior comer of the herein described tract;

THENCE crossing the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and being along or near the north line of Draper Mountain Trail, courses numbered 115 through 118 inclusive as follows:

(115) S 62°21'16" W 116.00 to a calculated point;
(116) S 89°19'49" W 88.20 to a calculated point;
(117) N 62°35'36" W 95.48 to a calculated point;
(118) N 54°41'26" W 49.09 to a 1/2" steel pin with plastic cap set for the southeast corner of that 2,512 square foot tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to Harold Nelson in Volume 12603, Page 162, Real Property Records of Travis County, Texas, for a southwest comer of the herein described tract;

THENCE with the east line of the said Nelson 2,512 square foot tract and the east line of the 0.32 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as Tract 1 and described in a Corrected Warranty Deed to Harold J. Nelson in Volume 12059, Page 75, Real Property Records of Travis County, Texas, courses numbered 119 through 120 inclusive as follows:

(119) N 2°21'38" E 41.40 feet to a 1/2" steel pin found at the northeast comer of the said Nelson 2,512 square foot tract and the southeast comer of the said Nelson Tract I of0.32 of one acre;
(120) N 2°21'38" E 62.09 feet to a calculated point for a northwest comer of the herein described

tract;

THENCE crossing the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, courses numbered 121 through 123 inclusive as follows:

(121) S 87°38'22"E 86.44 feet to a calculated point for an interior comer of the herein described tract;

(122) N 8°25'55"E 58.35 feet to a calculated point for an interior comer of the herein described tract;

(123) N 69°50'17" W 97.27 feet to a 1/2" steel pin found at the northeast comer of the said Nelson Tract I of0.32 of one acre;

THENCE with the north line of the said Nelson Tract 1 of 0.32 of one acre and the north line of that 0.32 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as Tract II and described in a said Corrected Warranty Deed to Harold J. Nelson in Volume 12059, Page 75Real Property Records of Travis County, Texas, and being also with the north line of that 0.33 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to Harold Nelson in Volume 12666, Page 143, Real Property Records of Travis County, Texas, courses numbered 124 through 126 inclusive as follows:

(124) N 69°50'17" W 99.93 feet to a 112" steel pin found at the northwest corner of the said Nelson Tract 1 of 0.32 of one acre and the northeast corner of the said Nelson Tract II of 0.32 of one acre;

(125) N 69°49'01" W 99.75 feet to a 1/2" steel pin found at the northwest corner of the said Nelson Tract IT of0.32 of one acre and the northeast corner of the said Nelson 0.33 of one acre;

(126) N 69°49'32"W 99.96 feet to a 1/2" steel pin found at the northwest corner of the said Nelson 0.33 of one acre and the northeast corner of that 0.337 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed to G. L. Vinson in Volume 12667, Page 479, Real Property Records of Travis County, Texas, for an interior comer of the herein described tract;

(127) THENCE with the west line of the said Nelson 0.33 of one acre and the east line of the said Vinson 0.337 of one acre, S 2°25'41" W 149.75 feet to a 1/2" steel pin found in the north line of Draper Mountain Trail at the southwest comer of the said Nelson 0.33 of one acre and the southeast comer of the said Vinson 0.337 of one acre, for a southeast comer of the herein described tract;

THENCE along or near the north line of Draper Mountain Trail, courses numbered 128 through 130 inclusive as follows:

(128) N 73°11'0T' W 99.95 feet to a 1/2" steel pin found;

(129) N 73°13'38" W 99.89 feet to a 1/2" steel pin found;

(130) N 72°29'39" W 299.84 feet to a 112" iron pipe found in the north line of Draper Mountain Trail at the southeast comer of that 0.689 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to Jeffrey Press and wife, Kimberly Press in Document No. 2005052503, Official Public Records of Travis County, Texas, for a southwest corner of the herein described tract;

THENCE with the east, north and west line of the said Press 0.689 of one acre, courses numbered 131 through 133 inclusive as follows:

(131) N 3°38'16"E 310.87 feet to a 1/2" steel pin found at the northeast corner of the said Press 0.689 of one acre, for an interior comer of the herein described tract;

(132) N 72°00'09"W 99.95 feet to a 1/2" steel pin found at the northwest comer of the said Press 0.689 of one acre, for an interior comer of the herein described tract;

(133) S 3°34'26" W 309.22 feet to a 1/2" steel pin found at the southwest comer of the said Press 0.689 of one acre, for a southeast corner of the herein described tract

THENCE along or near the north line of Draper Mountain Trail, courses numbered 134 through 136 inclusive as follows:

(134) N 64°43'09"W 132.92 feet to a calculated point;

(135) N 53°40'31" W 93.64 feet to a 1/2" steel pin found;

(136) N 80°04'01" W 71.03 feet to a 1/2" steel pin found in the north line of Draper Mountain Trail at the southeast comer of that 6.908 acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a Special Warranty Deed to Jeffrey C. Nieland in Volume 12456, Page 1740, Real Property Records of Travis County, Texas, for a southwest corner of the herein described tract;

(137) THENCE with a west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and the east line of the said Nieland 6.908 acre tract, N 22°25'20" W 509.97 feet to a 112" steel pin found in the east line of the said Nieland 6.908 acre tract at a northwest corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, said 112" steel pin found being also the southwest corner of that 10.26 acre tract, a portion of the said W. A Cook Survey No. 141 and the Lewis Lindsey Survey No. 265, Abstract No. 2171, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to William G. McHugh in Document No. 2002035207, Official Public Records of Travis County, Texas, for a northwest corner of the herein described tract;

(138) THENCE with a north line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and with the south line of the said McHugh 10.26 acre tract, N 73°24'11"E 388.72 feet to a 112" steel pin found at the southeast corner of the said McHugh 10.26 acre tract and a southwest or west corner of that 16.08 acre tract, a portion of the said W. A. Cook Survey No. 141 and the said Lewis Lindsey Survey No. 265, in Travis County, Texas, as described in a Warranty Deed to G. L. Vinson in Volume 6561, Page 242, Deed Records of Travis County, Texas, for an interior corner of the herein described tract;

THENCE with the west line of the said Vinson 16.08 acre tract and the east line of the said McHugh 10.26 acre tract, courses numbered 139 through 140 inclusive as follows:

(139) N 28°15'50" E 176.77 feet to a 1/2" steel pin found;

(140) N 22°33'24" W 990.27 feet to a 1/2" steel pin found at the northwest comer of the said Vinson 16.08 acre tract and a northeast comer of the said McHugh 10.26 acre tract, said 1/2" steel pin found being the southwest comer of that 12.28 acre tract, a portion of the said Lewis Lindsey Survey No. 265, in Travis County, Texas, as described in a Warranty Deed to Charles D. Van Cleave and wife, Gloria J. Van Cleave in Volume 3483, Page 1915, Deed Records of Travis County, Texas, for a northwest comer of the herein described tract;

THENCE with the north line of the said Vinson 16.08 acre tract and the south line of the said Van Cleave 12.28 acre tract, courses numbered 141through 143 inclusive as follows:

(141) S 60°43'10" E 10.08 feet to a 112" steel pin found;

(142) S 62°17'30" E 243.12 feet to a 1/2" steel pin found;

(143) S 66°41'16" E 892.77 feet to a 1/2" steel pin found in a west line of a private road, locally known as Drapers Cove and in a west line of the said Vinson 278.36 acre tract of land, save and except

19.27 acres of land, said 1/2" steel pin found being the northeast comer of the said Vinson 16.08 acre tract and the southeast comer of the said Van Cleave 12.28 acre tract, for an interior corner of the herein described tract;

THENCE with the west, southwest and south line of Drapers Cove and a west, southwest and south line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and being also with the east, northeast and north line of the said Van Cleave 12.28 acre tract, courses numbered 144 through 149 inclusive as follows;

(144) N 3°51'52" E 360.05 feet to a 1/2" steel pin found;
(145) N 3°57'18" W 99.86 feet to a 1/2" steel pin found;
(146) N 32°37'26" W 99.98 feet to a 1/2" steel pin found;
(147) N 58°16'12" W 229.98 feet to a 1/2" steel pin found;
(148) N 64°47'35" W 359.96 feet to a 1/2" steel pin found;
(149) N 58°26'35" W 64.23 feet to a 1/2" steel pin with plastic cap set in asphalt for a southwest comer of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land and a southeast comer of that unplatted tract of land, a portion of the said Lewis Lindsey Survey No. 265 and the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Other and conveyed in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas, for a southwest comer of the herein described tract;

THENCE with the west line of Drapers Cove and the west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and being also along or near the unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas, courses numbered 150 through 152 inclusive as follows:

(150) N 15°13'35" W 8.15 feet to a 1/2" steel pin found;
(151) N 15°22'02"W 46.75 feet to a 1/2" steel pin found;
(152) N 7°16'06"E 37.39 feet to a 1/2" steel pin found near comer offence at an angle point in the west line of Drapers Cove and at an angle point in the west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, said 1/2" steel pin found being also in or near the east line of the unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas;

THENCE with the west line of Drapers Cove and crossing the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and being also along or near the east line of the unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas, courses numbered 153 through 154 inclusive as follows:

(153) N 27°22'59"E 41.77 feet to a 1/2" steel pin with plastic cap set near corner of fence;
(154) N 44°25'04"E 255.79 feet to a 1/2" steel pin found near comer offence in the west line of Drapers Cove and at an angle point in the west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, said 1/2" steel pin found being also in or near the east line of the unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas;

THENCE with the west line of Drapers Cove and the west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and being also along or near the unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas, courses numbered 155 through 175 inclusive as follows:

(155) N 42°31'20" E 71.53 feet to a 112" steel pin found;

(156) N 30°29'16" E 138.99 feet to a 3/4" steel pin found;
(157) N 23°45'46" E 31.51 feet to a 3/4" steel pin found;
(158) N 9°35'18"E 66.85 feet to a 3/4" steel pin found;
(159) N 0°26'11" E 77.65 feet to a 3/4" steel pin found;
(160) N 12°19'05" W 48.11 feet to a 1/2" steel pin found;
(161) N 20°19'58"W 53.72 feet to a 1/2" steel pin found;
(162) N 25°57'16"W 142.29 feet to a mag nail in concrete found;
(163) N 30°27'22"W 168.99 feet to a 1/2" steel pin found;
(164) N 9°59'50" W 46.13 feet to a 1/2" steel pin found;
(165) N 12°16'16"E 53.36 feet to a 1/2" steel pin found;
(166) N 33°12'28" E 86.45 feet to a 112" steel pin found;
(167) N 39°14'08" E 61.65 feet to a 1/2" steel pin found;
(168) N 46°15'39" E 125.89 feet to a 1/2" steel pin found;
(169) N 49°18'43" E 172.95 feet to a 1/2" steel pin found;
(170) N 40°09'23"E 67.97 feet to a 1/2" steel pin found;
(171) N 35°08'07'' E 76.10 feet to a 1/2" steel pin found;
(172) N 30°26'05" E 75.81 feet to a 1/2" steel pin found;
(173) N 22°03'18" E 54.10 feet to a 1/2" steel pin found;
(174) N 16°46'39" E 441.15 feet to a 1/2" steel pin found;
(175) N 1°34'56"W 35.01 feet to a 1/2" steel pin with plastic cap set in or near the east line of that 4.349 acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Substitute Trustee's Deed to Hugh Beadles in Volume 13019, Page 990, Real Property Records of Travis County, Texas, for the northwest comer of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, said 1/2" steel pin with plastic cap set being at or near the north comer of the said unplatted tract designated as Other in said Deed Without Warranty of record in Document No. 2003204418, Official Public Records of Travis County, Texas, for the northwest comer of the herein described tract;

THENCE crossing Drapers Cove with the north line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and with the south line of that 2.399 acre tract of land, a portion of the said W. A Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed to Robert S. Blackburn and Ruth S. Blackburn, Trustees in Document No. 2002024812, Official Public Records of Travis County, Texas, and being also with the south line of that 1.055 acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed to the Christian Science Society in Volume 9086, Page 678, Real Property Records of Travis County, Texas, courses numbered 176 through 179 inclusive as follows:

(176) N 86°39'51"E 156.01 feet to a PK nail found in top of a wood fence post;
(177) S 61°15'09" E 485.79 feet to a 1/2" steel pin with plastic cap found (RPLS 1847);
(178) S 63°02'26" E 51.54 feet to a 1/2" steel pin found at the southeast comer of the said Blackburn 2.399 acre tract and at the southwest comer of the said Christian Science Society 1.055 acre tract;
(179) S 62°57'16" E 241.25 feet to a 1/2" steel pin found at the southeast comer of the said Christian Science Society 1.055 acre tract and at the southwest comer of that 2.036 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Special Warranty Deed to G. L. Vinson in Volume 12717, Page 693, Real Property Records of Travis County, Texas, for an interior comer of the herein described tract;

(180) THENCE with the west line of the said Vinson 2.036 acre tract and with the east line of the said Christian Science Society 1.055 acre tract, N 31°28'45"E 196.07 feet to a 1/2" steel pin found in the south line of Boggy Ford Road at the northwest corner of the said Vinson 2.036 acre tract and the

northeast corner of the said Christian Science Society 1.055 acre tract, for a northwest corner of the herein described tract;

THENCE with south and southwest line of Boggy Ford Road and with the north and northeast line of the said Vinson 2.035 acre tract, courses numbered 181 through 182 inclusive as follows:

(181) S 65°33'05"E 316.18 feet to a 1/2" steel pin with plastic cap set at point of curve;
(182) with a curve to the right, an arc distance of 175.77 feet, said curve having a radius of 291.06 feet, a central angle of34°36'02" and a chord of which bears S 48°15'27" E 173:11 feet to a 1/2" steel pin found at the east corner of the said Vinson 2.035 acre tract and the north corner of that 1.00 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a General Warranty Deed to Travis Oaks Baptist Church in Volume 4788, Page 1033, Deed Records of Travis County, Texas, for an east corner of the herein described tract;

(183) THENCE with the south line of the said Vinson 2.035 acre tract and the north line of the said Travis Oaks Baptist Church 1.00 acre tract, S 63°09'53"W 205.60 feet to a 1/2" steel pin with plastic cap set in a north line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land for the southeast corner of the said Vinson 2.035 acre tract and the west corner of the said Travis Oaks Baptist Church 1.00 acre tract, said a 1/2" steel pin with plastic cap set being also set for the north comer of that 1.712 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed to Travis Oaks Baptist Church in Document No. 2000050175, Official Public Records of Travis County, Texas, and the northwest comer of that 2.00 acre tract of land, a portion of the said W. A Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to Travis Oaks Baptist Church in Volume 9007, Page 882, Real Property Records of Travis County, Texas;

(184) THENCE with the north line of the said Travis Oaks Baptist Church 1.712 acre tract, S 63°01'58" W 464.04 feet to a 1/2" steel pin found at the west comer of the said 1.712 acre tract, for an interior comer of the herein described tract;

THENCE with the south line of the said Travis Oaks Baptist Church 1.712 acre tract and the south line of the said Travis Oaks Baptist Church 2.000 acre tract, courses numbered 185 through 186 inclusive as follows:

(185) S 57°24'26" E 373.77 feet to a 1/2" steel pin found at the southeast corner of the said Travis Oaks 1.712 acre tract and the southwest comer of the said Travis Oaks 2.000 acre tract;
(186) S 57°24'03" E 160.48 feet to a 1/2" steel pin with plastic cap set for the northwest comer of a 2.000 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed to Susan Montana in Document No. 2006113603, Official Public Records of Travis County, Texas, for a northeast corner of the herein described tract;

THENCE with the west and southwest line of the said Montana 2.000 acre tract, courses numbered 187 through 191 inclusive as follows:

(187) S 35°12'33"W 181.07 feet to a 1/2" steel pin with plastic cap set;
(188) S 21°39'36" W 154.09 feet to a 1/2" steel pin with plastic cap set;
(189) S 11°48'20" E 85.36 feet to a 1/2" steel pin with plastic cap set;
(190) S 33°00'20" E 72.52 feet to a 1/2" steel pin with plastic cap set in rock;
(191) S 53°37'26"E 260.49 feet to a I/2" steel pin with plastic cap set in the west line of that 1.479 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Tract 1 and described in a Warranty Deed to Jack Montana and wife, Susan Koerner in Document No. I999084833, Official Public Records of Travis County, Texas;

THENCE with the west line of the said Montana Tract I of 1.479 acres and the west line of that 0.400 of one acre of land, a portion of the said W. A Cook Survey No. 100, in Travis County, Texas, designated as Tract I and described in a Warranty Deed to Michael Brasel and Kathleen Brasel in Document No. 2004038445, Official Public Records of Travis County, Texas, courses numbered 192 through 193 inclusive as follows:

(192) S 23°25'28"E 145.00 feet to a 1/2" steel pin with plastic cap found (West 4188) at the southwest corner of the said Montana Tract 1 of 1.479 acres and the northwest comer of the said Brasel Tract I of0.400 of one acre;

(193) S 34°32'32" E 217.75 feet to a cotton gin spindle found at the southwest corner of the said Brasel Tract 1 of 0.400 of one acre, for an interior corner of the herein described tract;

(194) THENCE with the south line of the said Brasel Tract 1 of 0.400 of one acre, N 55°26'29" E 80.15 feet to a 1/2" steel pin found at the southeast corner of the said Brasel Tract 1 of 0.400 of one acre and the southwest corner of that 0.500 of one acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Tract 1 and described in a General Warranty Deed to Michael D. Brasel and spouse, Kathleen D. Brasel in Volume 11866, Page 1344, Real Property Records of Travis County, Texas, and being also the west corner of that 0.099 of one acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Tract 2 and described in said Warranty Deed to Brasel in Document No. 2004038445, Official Public Records of Travis County, Texas;

(195) THENCE with the south line of the said Brasel Tract 2 of0.099 of one acre, S 83°35'51"E 132.11 feet to a 1/2" steel pin found at the southeast corner of the said Brasel Tract 2 of 0.099 of one acre, for an interior corner of the herein described tract;

THENCE with the east line of the said Brasel Tract 2 of 0.099 of one acre and the east line of the said Brasel Tract 1 of 0.500 of one acre, and being also with the east line of the said Montana Tract I of 1.479 acres and the east line of that 1.142 acre tract, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, designated as Tract 1 and described in a Warranty Deed to Jack L. Koerner (Montana) and wife, Susan Koerner in Volume 11798, Page 1397, Real Property Records of Travis County, Texas, courses numbered 196 through 199 inclusive as follows:

(196) N 34°31'57" W 86.57 feet to a 1/2" steel pin with plastic cap found (West 4188) at the northeast comer of the said Brasel Tract 2 of 0.099 of one acre and the southeast corner of the said Brasel Tract 1 of 0.500 of one acre;

(197) N 34°29'31"W 343.45 feet to a 1/2" steel pin found at an angle point in the east line of the said Montana Tract 1 of 1.479 acres;

(198) N 13°14'52"E 187.34 feet to a 1/2" steel pin found at northeast comer of the said Montana Tract 1 of 1.479 acres and the southeast comer of the said Koerner Tract 1 of 1.142 acres;

(199) N 13°20'20"E 137.24 feet to a 1" iron pipe found at the northeast comer of the said Koerner Tract 1 of 1.142 acres and the southeast comer of that 0.986 of one acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Warranty Deed to Travis Oaks Baptist Church in Volume 12105, Page 295, Real Property Records of Travis County, Texas;

THENCE with the east line of the said Travis Oaks Baptist Church 0.986 of one acre tract and the east line of that 0.945 of one acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Deed of Gift to Travis Oaks Baptist Church in Volume 4649, Page 1788, Deed Records of Travis County, Texas, and being also with a west line of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, courses numbered 200 through 201 inclusive as follows:

(200) N 13°34'51"E 217.53 feet to a 1/2" steel pin with plastic cap set at the northeast comer of

the said Travis Oaks Baptist Church 0.986 of one acre tract and the southeast comer of the said Travis Oaks Baptist Church 0.945 of one acre tract, said 1" iron pipe found being also an interior -comer of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land;

(201) N 13°32'39" E 208.70 feet to a 1/2" steel pin set (no plastic cap) for the northeast comer of the said Travis Oaks Baptist Church 0.945 of one acre tract and the southeast comer of that 1.00 acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a General Warranty Deed to Travis Oaks Baptist Church in Volume 4788, Page 1033, Deed Records of Travis County, Texas, said 1/2" steel pin set (no plastic cap) being also set for a northwest corner of the said Vinson 278.36 acre tract of land, save and except 19.27 acres of land, and the southwest corner of that 0.018 of one acre tract of land, a portion of the said W. A. Cook Survey No. 100, in Travis County, Texas, as described in a Special Warranty Deed to G. L. Vinson in Volume 10321, Page 422, Real Property Records of Travis County, Texas;

(202) THENCE with the east line of the said Travis Oaks Baptist Church 1.00 acre tract and the west line of the said Vinson 0.018 of one acre tract, N 13°32'39" E 30.72 feet to a cotton gin spindle set in asphalt in the curving south line of Boggy Ford Road for the northeast comer of the said Travis Oaks Baptist Church 1.00 acre tract and the northwest comer of the said Vinson 0.018 of one acre tract, for a northwest corner of the herein described tract;

THENCE with the south line of Boggy Ford Road and the north line of the said Vinson 0.018 of one acre tract and with the north line of the said Vinson 2.393 acre tract, courses numbered 203 through 208 inclusive as follows:

(203) with a curve to the left, an arc distance of26.25 feet, said curve having a radius of 510.06 feet, a central angle of 2°56'56" and a chord of which bears S 60°52'15" E 26.25 feet to a 1/2" steel pin with plastic cap set for the northeast corner of the said Vinson 0.018 of one acre tract and the northwest corner of the said Vinson 2.393 acre tract;

(204) with a curve to the left, an arc distance of 135.29 feet, said curve having a radius of 510.06 feet, a central angle of 15°11'49" and a chord of which bears S 69°56'38" E 134.89 feet to a 60d nail set in top of a wood fence post at point of tangency;

(205) S 76°43'38" E 226.75 feet to a 1/2" steel pin with plastic cap set;

(206) S 72°05'38" E 746.24 feet to a 1/2" steel pin found;

(207) S 69°16'12" E 112.32 feet to a 1/2"steel pin with plastic cap set at point of curve;

(208) with a curve to the left, an arc distance of 109.03 feet, said curve having a radius of 348.81 feet, a central angle of 17°54'31" and a chord of which bears S 78°10'37" E 108.58 feet to the POINT OF BEGINNING of the herein described tract, containing 286.85 acres of land, more of less, SAVE AND EXCEPT the following tracts of land located within the boundaries of the above 286.85 acre metes and bounds description: 2.504 acres and 2.899 acres as described in the accompanying metes and bounds descriptions, leaving 281.45 acres of land, more or less.

Note: The plastic caps on the 1/2" steel pins set are inscribed with "M & S 1838."

DESCRIPTION FOR 2.504 ACRES - SAVE AND EXCEPT TRACT

METES AND BOUNDS DESCRIPTION OF A SURVEY OF 2.504 ACRES OF LAND, A PORTION OF THE W. A. COOK SURVEY NO. 141, ABSTRACT NO. 2587, AND A PORTION OF THE C. E. P. I. & M. CO. SURVEY NO. 173, ABSTRACT NO. 2191, BOTH BEING IN TRAVIS COUNTY, TEXAS, SAID 2.504 ACRES OF LAND BEING ALL OR A PORTION OF THE FOLLOWING TRACTS OF LAND, ALL BEING INTRAVIS COUNTY, TEXAS: , BEING ALL OF THAT 18,184 SQUARE FOOT TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN

A WARRANTY DEED TO RUTH OLIVER IN VOLUME 7727, PAGE 752, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.34 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEY NO. 173, AS DESCRIBED IN AWARRANTY DEED TO CAROL LOU TREAT IN VOLUME 4892, PAGE 260, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.34 OF ONE ACRE TRACT, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141 AND A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEY NO. 173, AS CONVEYED IN A WARRANTY DEED TO MARK T. ALGER IN DOCUMENT NO. 2001126699, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.415 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID C. E. P.I. & M. CO. SURVEY NO. 173, AS CONVEYED IN A ONE-HALF INTEREST GIFT DEED TO VERNON G. HAFERNIK IN DOCUMENT NO. 2001171314, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.397 OF ONE ACRE OF LAND, A PORTION OF THE SAID C. E. P. I. & M. CO. SURVEY NO. 173, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO JEROME URBANEK IN DOCUMENT NO. 1999050669, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; AND BEING A PORTION OF THAT TRACT OF LAND CALLED TO BE 278.36 ACRES, SAVE AND EXCEPT 19.27 ACRES OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND OTHERS, DESIGNATED AS TRACT 1 AND DESCRIBED IN AWARRANTY DEED TO G. L. VINSON IN VOLUME 5554, PAGE 1469, DEED RECORDS OF TRAVIS COUNTY, TEXAS, AS SURVEYED FOR G. L. VINSON AND REVISED FOR TRAVIS MEADOW, LP BY METCALFE & SANDERS, INC., LAND SURVEYORS, 4800 SOUTH CONGRESS AVENUE, AUSTIN, TEXAS, SAID 2.504 OF ONE ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 5/8" steel pin found in the east line of a private street, locally known as Treat Trail, at the southwest comer of that 0.34 of one acre tract, a portion of the W. A. Cook Survey No. 141, Abstract No. 2587 and a portion of the said C. E. P. I. & M. Co. Survey No. 173, Abstract No. 2191, in Travis County, Texas, as described in a Warranty Deed to Carol Lou Treat in Volume 4892, Page 260, Deed Records of Travis County, Texas, for the POINT OF BEGINNING for an interior corner of the herein described tract, and from which 5/8" steel pin found, a 1/2" steel pin found at an angle point in Treat Trail at the southeast corner of that 18,184 square foot tract of land, a portion of the said W. A. Cook Survey No. 141, as described in a Warranty Deed to Ruth Oliver in Volume 7727, Page 752, Deed Records of Travis County, Texas, bears N 87°20'53" W 60.73 feet;

(1) THENCE crossing Treat Trail and a portion of that tract of land called to be 278.36 acres, save and except 19.27 acres of land, a portion of the said W. A. Cook Survey No. 141, and others, designated as Tract 1 and described in a Warranty Deed to G. L. Vinson in Volume 5554, Page 1469, Deed Records of Travis County, Texas, S 2°15'09" E 31.24 feet to a calculated point in a south line of the said Vinson 278.36 acres, save and except 19.27 acres of land and in the north line of that 12.611 acre tract of land, a portion of the Malinda Settle Survey No. 49, Abstract No. 2126, in Travis County, Texas, as described in a Special Warranty Deed to G. L. Vinson in Volume 11949, Page 88, Real Property Records of Travis County, Texas, said calculated point being in or near the south line of the said W. A. Cook Survey No. 141 and the north line of the said Malinda Settle Survey No. 49, for a southeast corner of the herein described tract;

(2) THENCE with the south line of Treat Trail and a south line of the said Vinson 278.36 acres, save and except 19.27 acres of land, and being also with the north line of the said Vinson 12.611 acre tract and being along or near the south line of the said W. A. Cook Survey No. 141 and the north line of the said Malinda Settle Survey No. 49, S 87°44'51"W 229.80 feet to a calculated point, for the southwest corner of the herein described tract;

(3) THENCE crossing Treat Trail with the southerly extension of the west line of the said Oliver 18,184 square foot tract of land and also crossing a portion of the said Vinson 278.36 acres, save and except 19.27 acres of land, N 30°25'48"E 35.56 feet to a 1/2" steel pin found at the intersection of the north line of Treat Trail and the east line of private street, locally known as Drapers Cove, said 1/2" steel pin found being the southwest corner of the said Oliver 18,184 square foot tract;

(4) THENCE with the east line of Drapers Cove and the west line of the said Oliver 18,184 square foot tract, N 30°25'48" E 187.84 feet to a 1/2" steel pin found at the northwest corner of the said Oliver 18,184 square foot tract, for the most southerly northwest corner of the herein described tract, and from which 1/2" steel pin found, a 1/2" steel pin found at the southeast corner of that 1.462 acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in an Assumption Warranty Deed With Vendor's Lien to Michael K. Temple and Marcia Temple in Volume 10505, Page 588, Real Property Records of Travis County, Texas, bears N 62°55'35"W 86.37 feet;

(5) THENCE with the north line of the said Oliver 18,184 square foot tract, S 56°46'12"E 127.22 feet to a 1/2" steel pin found in the west line of Treat Trail at the northeast corner of the said Oliver 18,184 square foot tract, for an interior comer of the herein described tract;

THENCE crossing a portion of the said Vinson 278.36 acres, save and except 19.27 acres of land and being along or near the west line of Treat Trail, courses numbered 6 through 8 inclusive as follows:

(6) N 25°38'44" E 148.00 feet to a 1/2" steel pin found;
(7) N 24°20'53" E 107.77 feet to a calculated point;
(8) N 19°43'42" E 95.35 feet to a calculated point at the intersection of the west line of Treat Trail with the westerly prolongation of the north line of that 0.397 of one acre tract, a portion of the said C. E. P. I. & M. Co. Survey No. 173, in Travis County, Texas, as conveyed in a Warranty Deed With Vendor's Lien to Jerome Urbanek in Document No. 1999050669, Official Public Records of Travis County, Texas, and the westerly prolongation of the south line of that 0.413 of one acre tract, a portion of the said C. E. P. I. & M. Co. Survey No. 173, in Travis County, Texas, as described in a Warranty Deed to George L. Vinson and wife, Jean Vinson in Volume 2714, Page 315, Deed Records of Travis County, Texas, for the most northerly northwest comer of the herein described tract;

(9) THENCE crossing Treat Trail with the westerly prolongation of the north line of the said Urbanek 0.397 of one acre tract and the westerly prolongation of the said Vinson 0.413 of one acre tract, N 88°16'47"E 32.23 feet to a 1/2" iron pipe found in the east line of Treat Trail at the northwest comer of the said Urbanek 0.397 of one acre tract and the southwest comer of the said Vinson 0.413 of one acre tract;

(10) THENCE with the north line of the said Urbanek 0.397 of one acre tract and the south line of the said Vinson 0.413 of one acre tract, N 88°16'4T'E 167.26 feet to a 1/2" steel pin found at the northeast comer of the said Urbanek 0.397 of one acre tract and the southeast corner of the said Vinson 0.413 of one acre tract, for the northeast corner of the herein described tract;

THENCE with the east line of the said Urbanek 0.397 of one acre tract and the east line of that 0.415 of one acre tract, a portion of the said C. E. P. I. & M. Co. Survey No. 173, in Travis County, Texas, as conveyed in a One-Half Interest Gift Deed to Vernon G. Hafemik in Document No. 2001171314, Official Public Records of Travis County, Texas, and being also with the east line of that 0.34 of one acre tract, a portion of the said W. A. Cook Survey No. 141 and a portion of the said C. E. P. I. & M. Co. Survey No. 173, in Travis County, Texas, as conveyed in a Warranty Deed to Mark T. Alger in Document No. 2001126699, Official Public Records of Travis County, Texas, and the east line of the said Treat 0.34 of one acre tract, courses numbered 11 through 14 inclusive as follows:

(11) S 14°18'30"W 104.29 feet to a 5/8" steel pin found at the southeast comer of the said Urbanek 0.397 of one acre tract and the northeast comer of the said Hafernik 0.415 of one acre tract;

(12) S 21°56'55"W 108.72 feet to a 5/8" steel pin found at the southeast comer of the said Hafemik 0.415 of one acre tract and the northeast corner of the said Alger 0.34 of one acre tract;

(13) S 28°38'34"W 115.84 feet to a 5/8" steel pin found at the southeast comer of the said Alger 0.34 of one acre tract and the northeast corner of the said Treat 0.34 of one acre tract;

(14) S 29°40'52" W 117.63 feet to a 5/8" steel pin found at the southeast corner of the said Treat 0.34 of one acre tract, for the most easterly southeast comer of the herein described tract;

(15) THENCE with the south line of the said Treat 0.34 of one acre tract, S 88°23'07" W 151.13 feet to the POINT OF BEGINNING of the herein described tract, containing 2.504 acres of land.

DESCRIPTION FOR 2.899 ACRES - SAVE AND EXCEPT TRACT

METES AND BOUNDS DESCRIPTION OF A SURVEY OF 2.899 ACRES OF LAND, A PORTION OF THEW. A. COOK SURVEY NO. 141, ABSTRACT NO. 2587, IN TRAVIS COUNTY, TEXAS, SAID 2.899 ACRES OF LAND BEING A PORTION OF THE FOLLOWING TRACTS OF LAND, ALL BEING IN TRAVIS COUNTY, TEXAS: BEING ALL OF THAT 0.30 OF ONE ACRE TRACT OF LAND DESIGNATED AS TRACT 1 AND ALL OF THAT 0.29 OF ONE ACRE TRACT OF LAND DESIGNATED AS TRACT 2, BOTH BEING A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND BOTH BEING DESCRIBED IN A WARRANTY DEED TO KATHERAN ACMORSONI IN VOLUME 11592, PAGE 982, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO DAVID N. McCREA AND WIFE, ARLIS J. McCREA IN VOLUME 5257, PAGE 1283, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.36 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO THERESA S. WILSON IN VOLUME 6802, PAGE 41, DEED RECORDS OF TRAVIS COUNTY, TEXAS; BEING A PORTION OF THAT 0.37 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS CONVEYED IN A SPECIAL WARRANTY DEED TO ANN MARIE ST. MARTIN IN VOLUME 11225, PAGE 885, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.03 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN DEED TO PATRICK G. ST. MARTIN AND WIFE ANN M. ST. MARTIN IN VOLUME 10270,PAGE 851, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.32 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN GENERAL WARRANTY DEED WITH VENDOR'S LIEN IN FAVOR OF THIRD PARTY TO JOSPEH K. MOXLEY IN VOLUME 13360, PAGE 528, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; BEING ALL OF THAT 0.36 OF ONE ACRE TRACT OF LAND, A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AS DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO JOSEPH K. MOXLEY IN DOCUMENT NO. 2003029501, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; AND BEING ALL OF THAT 0.296 OF ONE ACRE TRACT OF LAND DESIGNATED AS FIRST TRACT AND ALL OF THAT 0.282 OF ONE ACRE TRACT OF LAND DESIGNATED AS SECOND TRACT, BOTH BEING A PORTION OF THE SAID W. A. COOK SURVEY NO. 141, AND BOTH BEING DESCRIBED IN A WARRANTY DEED TO TRAVIS DUNCAN AND SPOUSE, NIKKI DUNCAN IN DOCUMENT NO. 2003203432, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; AS SURVEYED FOR G. L. VINSON AND REVISED FOR TRAVIS MEADOW, LP BY METCALFE & SANDERS, INC., LAND SURVEYORS, 4800 SOUTH CONGRESS AVENUE, AUSTIN, TEXAS, SAID 2.899 ACRES OF LAND BEING MORE

PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 1/2" steel pin found at an angle point in a north line of a private street, locally known as Drapers Cove, at the southeast corner of that 0.29 of one acre tract, a portion of the W. A. Cook Survey No. 141, Abstract No. 2587, in Travis County, Texas, designated as Tract 2 and described in a Warranty Deed to Katheran Acmorsoni in Volume 11592, Page 982, Real Property Records of Travis County, Texas, for the POINT OF BEGINNING and most easterly southeast corner of the herein described tract, and from which 1/2" steel pin found, a 1/2" steel pin found at the intersection of the southeast line of Drapers Cove and the north line of a private street, locally known as Treat Trail, at the southwest comer of that 18,184 square foot tract of land, a portion of the W. A. Cook Survey No. 141, Abstract No. 2587, in Travis County, Texas, as described in a Warranty Deed to Ruth Oliver in Volume 7727, Page 752, Deed Records of Travis County, Texas, bears S 81°46'41"E 119.70 feet;

(1) THENCE with the north line of Drapers Cove and the south line of the said Acmorsoni Tract 2 of0.29 of one acre of land and with the south line of that 0.30 of one acre tract, a portion of the said W. A. Cook Survey No. 141, Abstract No. 2587, in Travis County, Texas, designated as Tract 1 and described in said Warranty Deed to Katheran Acmorsoni in Volume 11592, Page 982, Real Property Records of Travis County, Texas, and being also with the south line of that tract of land, a portion of the said W. A. Cook Survey No. 141, Abstract No. 2587, in Travis County, Texas, as described in a Warranty Deed With Vendor's Lien to David N. McCrea and wife, Arlis J. McCrea in Volume 5257, Page 1283, Deed Records of Travis County, Texas, S 87°57'47" W 299.23 feet to a 1/2" steel pin with plastic cap set in the east line of that 0.36 of one acre tract, a portion of the said W. A. Cook Survey No. 141, Abstract No. 2587, in Travis County, Texas, as described in a Warranty Deed to Theresa S. Wilson in Volume 6802, Page 41, Deed Records of Travis County, Texas, for an angle point in the north line of Drapers Cove, for the southwest comer of the said McCrea tract of land, and for an interior corner of the herein described tract;

(2) THENCE with a line of Drapers Cove and the east line of the said Wilson 0.36 of one acre tract, S 1°59'59"E 20.00 feet to a 1/2" steel pin found at an angle point in the north line of Drapers Cove and at the occupied southeast corner of the said Wilson 0.36 of one acre tract, for a southeast comer of the herein described tract;

(3) THENCE with the north line of Drapers Cove and the south line of the said Wilson 0.36 of one acre tract as occupied on the ground, courses numbered 3 through 4 inclusive as follows:

(4) S 89°20'22"W 79.47 feet to a hilti nail set in rock found;

(5) N 85°14'22"W 37.84 feet to a 1/2" steel pin found in concrete at an angle point in the north line of Drapers Cove and at the southwest corner of the said Wilson 0.36 of one acre tract, for a southwest corner of the herein described tract;

(6) THENCE with a line of Drapers Cove and the west line of the said Wilson 0.36 of one acre tract, N 5°38'51" E 11.96 feet to a 1/2" steel pin with plastic cap set for an angle point in the north line of Drapers Cove and the southeast corner of that 0.37 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as conveyed in that Special Warranty Deed to Ann Marie St. Martin in Volume 11225, Page 885, Real Property Records of Travis County, Texas, for an interior corner of the herein described tract;

THENCE with the north, northeast and east line of Drapers Cove and with the south, southwest and west line of the said Ann Marie St. Martin 0.37 of one acre tract and being also with the west line of that 0.32 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as

conveyed in that General Warranty Deed With Vendor's Lien in Favor of Third Party to Joseph K. Moxley in Volume 13360, Page 528, Real Property Records of Travis County, Texas, and being also with the west line of that 0.36 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in that Warranty Deed With Vendor's Lien to Joseph K. Moxley in Document No. 2003029501, Official Public Records of Travis County, Texas, courses numbered 6 through 12 inclusive as follows:

(6) S 86°51'15" W 36.50 feet to a 5/8" steel pin found, and from which 5/8" steel pin found, a 3/4" iron pipe found in concrete in the south line of Drapers Cove and in the north line of that 12.611 acre tract, a portion of the said Malinda Settle Survey No. 49, as described in a Special Warranty Deed to G. L. Vinson in Volume 11919, Page 88, Real Property Records of Travis County, Texas, and being also in or near the south line of the said W. A. Cook Survey No. 141 and the north line of the said Malinda Settle Survey No. 49, bears S 40°18'53"W 69.15 feet;

(7) N 47°40'45" W 59.52 feet to a 1/2" steel pin found in rock;

(8) N 37°59'26"W 32.41 feet to a 1/2" steel pin with plastic cap set;

(9) N 34°34'18"W 62.74 feet to a 1/2" steel pin found in the west line of the said Moxley 0.32 of one acre tract;

(10) N 27°02'45" W 61.96 feet to a 1/2" steel pin found;

(11) N 23°52'32" W 24.66 feet to a 1/2" steel pin found at the west or northwest corner of the said Moxley 0.32 of one acre tract and the southwest or south corner of the said Moxley 0.36 of one acre tract;

(12) N 36°08'40" W 59.68 feet to 112" steel pin found at the west or southwest corner of the said Moxley 0.36 of one acre and the south or southeast comer of that 0.296 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as First Tract and described in a Warranty Deed to Travis Duncan and spouse, Nikki Duncan in Document No. 2003203432, Official Public Records of Travis County, Texas;

THENCE with the north line of Drapers Cove and the south line of the said Duncan First Tract of0.296 of one acre and being also with the south line of that 0.282 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, designated as Second Tract and described in said Warranty Deed to Travis Duncan and spouse, Nikki Duncan in Document No. 2003203432, Official Public Records of Travis County, Texas, courses numbered 13 through 14 inclusive as follows:

(13) N 70°18'29" W 144.77 feet to a 1/2" steel pin found;

(14) N 63°41'32"W 34.74 feet to a 1/2" steel pin found at the southwest corner of the said Duncan Second Tract of 0.282 of one acre, for the most westerly southwest corner of the herein described tract;

(15) THENCE with the west line of the said Duncan Second Tract of 0.282 of one acre, N 26°35'08" E 129.88 feet to a hilti nail found set in rock at the northwest corner of the said Duncan Second Tract of0.282 of one acre, for the northwest corner of the herein described tract;

THENCE with the north line of the said Duncan Second Tract of0.282 of one acre and the north line of the said Duncan First Tract of0.296 of one acre, courses numbered 16 through 17 inclusive as follows:

(16) S 76°33'10" E 89.67 feet to a 3/8" steel pin found at the northeast corner of the said Duncan Second Tract of0.282 of one acre and the northwest corner of the said Duncan First Tract of 0.296 of one acre;

(17) S 76°51'39"E 86.61 feet to a 1/2" steel pin found at the northeast corner of the said Duncan First Tract of 0.296 of one acre and the northwest or north corner of the said Moxley 0.36 of one acre tract;

THENCE with the northeast and east line of the said Moxley 0.36 of one acre tract and the east line of the said Moxley 0.32 of one acre tract, courses numbered 18 through 22 inclusive as follows:

(18) S 52°51'17" E 73.98 feet to a 1/2' steel pin found;
(19) S 39°20'17" E 24.61 feet to a 1/2" steel pin with plastic cap set;
(20) S 26°19'35"E 50.05 feet to a 1/2" steel pin found at the east or southeast comer of the said Moxley 0.36 of one acre tract and the northeast corner of the said Moxley 0.32 of one acre tract;
(21) S 20°27'58"E 60.43 feet to a cotton gin spindle found;
(22) S 27°31'15"E 15.02 feet to a 1/2" steel pin found at the southeast corner of the said Moxley 0.32 of one acre tract and the north or northeast corner of that 0.03 of one acre tract, a portion of the said W. A. Cook Survey No. 141, in Travis County, Texas, as described in a deed to Patrick G. St. Martin and wife, Ann M. St. Martin in Volume 10270, Page 851, Real Property Records of Travis County, Texas;

THENCE with the east line of the said St. Martin 0.03 of one acre tract and the east and northeast line of the said Ann Marie St. Martin 0.37 of one acre tract, courses numbered 23 through 24 inclusive as follows:

(23) S 27°19'51" E 32.44 feet to a 112" steel pin found at the southeast corner of the said St. Martin 0.03 of one acre tract and the northeast corner of the said Ann Marie St. Martin 0.37 of one acre tract;
(24) S 43°26'50" E 32.34 feet to a 1/2" steel pin found at the northeast corner of the said Ann Marie St. Martin 0.37 of one acre tract and the northwest corner of the said Wilson 0.36 of one acre tract;

THENCE with the north line of the said Wilson 0.36 of one acre tract and the north line of the said McCrea tract of land, and being also with the north line of the said Acmorsoni Tract 1 of 0.30 of one acre and being also with the north line of the said Acmorsoni Tract 2 of 0.29 of one acre, courses numbered 25 through 28 inclusive as follows:

(25) S 73°25'35" E 32.24 feet to a 112" steel pin with plastic cap set;
(26) S 89°55'40" E 64.83 feet to a 1/2" steel pin found at the northeast corner of the said Wilson 0.36 of one acre tract and the northwest corner of the said McCrea tract of land;
(27) S 89°59'25" E 99.86 feet to a 1/2" steel pin found at the northeast corner of the said McCrea tract of land and the northwest comer of the said Acmorsoni Tract 1 of0.30 of one acre;
(28) S 89°47'42" E 200.20 feet to a 1/2" steel pin found at the northeast corner of the said Acmorsoni Tract 2 of 0.29 of one acre, for the northeast corner of the herein described tract of land;

(29) THENCE with the east line of the said Acmorsoni Tract 2 of0.29 of one acre, S 1°42'50" E 123.73 feet to the POINT OF BEGINNING of the herein described tract, containing 2.899 acres of land.

Note: The plastic caps on the 1/2" steel pins set are inscribed with "M & S 1838."

TRACT 2

Lot 2040 of the Highland Lake Estates, Section Two, according to the Map or Plat thereof recorded in Volume 54, Page 91 of the Plat Records of Travis County, Texas.

TRACT 3

A tract of land, being a combination of two tracts, Tract 1: being Lot 3048 of Highland Lake Estates, Section 3 a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 52, Page 99 of the Plat Records of Travis County, Texas; Tract 2: a 0.0217 Acre tract of land out of the W.A. Cook Survey, Abstract No. 2587, Travis County, Texas, being the same tracts recorded in the name of Hillel Asher Davis under Clerk's File No. 2012072239 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.), and being more particularly together described by metes and bounds as follows: (Bearings based on Volume 52, Page 99 of the Plat Records of Travis County, Texas)

BEGINNING at a 1/2 Inch iron rod with a "Precision" cap set on the easterly right-of-way line of Cooper Lane being the front or westerly common corner of Lots 3048 & 3049 and being the northwest corner of this tract (from which a 1/2 Inch iron rod found bears North 08° 43' 38" West, a distance of 111.93 Feet, form said 1/2 Inch iron rod found a cut "X" found bears North 25° 07' 00" West, a distance of 7.00 Feet, from said cut "X" found a second 1/2 Inch iron rod found bears North 25° 07' 00" West, a distance of 80.00 Feet, from said second 1/2 Inch iron rod found a third 1/2 Inch iron rod found bears North 25° 07' 00" West, a distance of 160.05 Feet, from said third 1/2 Inch iron rod found a fourth 1/2 Inch iron rod found bears North 25° 07' 00", a distance of 80.00 Feet)

THENCE, SOUTH 64° 02' 27" EAST (platted as South 64° 02' 27" East), with the southerly line of said Lot 3049, a distance of 131.22 Feet to a point at the easterly or rear common corner of said Lots 3048 & 3049 being a corner of this tract;

THENCE, SOUTH 64° 04' 13" EAST, with a northerly line of this tract, a distance of 12.86 Feet to a 1/2 Inch iron rod with a "Precision" cap set at the northeasterly corner of this tract;

THENCE, with the lines of a tract recorded in the name of Travis Meadow LP, under Clerk's File No. 2006125525TR of the R.P.R.T.C.T. the following two (2) courses:

1. SOUTH 23° 19' 25" WEST, a distance of 50.94 Feet to a point at a corner of this tract;

2. SOUTH 35° 23' 16" WEST, a distance of 43.66 Feet (called 43.56 Feet) to a 1/2 Inch iron rod with a "Precision" cap set at the southwesterly corner of this tract;

THENCE, NORTH 53° 22' 13" WEST, with a southerly line of this tract, a distance of 11.67 Feet to point at the easterly or rear common corner of Lots 3047 & 3048 at a corner of this tract;

THENCE, NORTH 53° 16' 00" WEST, with the northerly line of said Lot 3047, a distance of 120.02 Feet to a 1/2 Inch iron rod with a "Precision" cap set on the aforementioned easterly right-of-way line of Cooper Lane at the easterly or front common corner of said Lots 3047 & 3048 being the southwesterly corner of said Lots 3048 & 3049 being a corner of this tract from which a 1/2 Inch iron rod found bears South 32° 37' 14" West, a distance of 31.90 Feet;

THENCE, with said easterly right-of-way line, in a northeasterly direction with the arc of a curve to the left, having a radius of 198.34 Feet, and arc length of 70.43 Feet, a central angle of 20° 20' 44" and a chord bearing of NORTH 17° 50' 06" EAST, and a chord distance of 70.06 Feet to the POINT OF BEGINNING.

Exhibit "B"
Form of City Consent Resolution

RESOLUTION NO.: 2025-____

A RESOLUTION OF THE CITY OF LAGO VISTA, TEXAS CONSENTING TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT

WHEREAS, the City of Lago Vista, Texas (the "*City*") has received a Petition for Consent to the inclusion of land within, and creation of, a municipal utility district (the "*District*") in the corporate boundaries of the City pursuant to Section 54.016, Texas Water Code and Section 42.042, Texas Local Government Code, a copy of which Petition is attached hereto as Exhibit A; and

WHEREAS, the City Council of the City of Lago Vista desires to grant its written consent to the creation of, and inclusion of land within, the District.

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

Section 1. The City hereby consents to the creation of a municipal utility district, and the inclusion of the land more particularly described within the Petition attached hereto as Exhibit "A" within said District, for purposes of Section 54.016, Texas Water Code, and Section 42.042 of the Texas Local Government Code.

Section 2. The City's consent is subject to the terms and conditions of the Consent Agreement entered into with the City.

PASSED AND APPROVED this ____ day of _____, 2025.

_____
Mayor

ATTEST:

_____
City Secretary

(SEAL)

CONSENT AGREEMENT
(Firefly Municipal Utility District)

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This Consent Agreement ("*Agreement*") is between the **CITY OF LAGO VISTA, Texas** (the "*City*"), a home-rule city located in Travis County, Texas, and **FIREFLY COVE LLC**, a Texas limited liability company, and **FIREFLY COVE HOMES LLC**, a Texas limited liability company (collectively, "*Developer*"). Upon final creation of **Firefly Municipal Utility District** (or other named district), a municipal utility district to be created under Chapters 49 and 54 of the Texas Water Code (the "*District*"), the District will join in this Agreement. The City, Developer, and the District are sometimes individually referred to herein as a "*Party*" and collectively as the "*Parties*."

RECITALS

WHEREAS, Developer is the owner of approximately 287.36 acres of land in Travis County, Texas being more particularly described on **Exhibit "A"** attached hereto (the "*Land*");

WHEREAS, the Land is located within the corporate boundaries of the City;

WHEREAS, approximately 286.85 acres of the Land, identified as "Tract 1" in **Exhibit "A"**, has been zoned by the City as Firefly Cove Planned Development District ("*PDD*") pursuant to Ordinance No. 21-09-02-01, as may be amended from time to time, and Developer desires to develop the Land in compliance with the City's Code of Ordinances and the existing PDD along with associated infrastructure ("*Project*"); and

WHEREAS, Developer desires to create the District to include the Land, and the City has consented to the creation of the District and inclusion of the Land therein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties agree as follows.

ARTICLE I
DISTRICT CREATION, ANNEXATION AND DISSOLUTION MATTERS

Section 1.01 Consent to Creation of District.

(a) The City acknowledges receipt of the Developer's request, in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code, for creation of the District to include the Land. The City agrees that the District may be created by order of the Texas Commission on Environmental Quality ("*TCEQ*") or by special act of the Texas Legislature. On the Effective Date of this Agreement, the City has approved the resolution attached as **Exhibit "B"**, consenting to the creation of the District and the inclusion of the Land within the boundaries of the District (the "*Consent Resolution*"). The City agrees that the Consent Resolution will be deemed to constitute the City's consent to the creation of the District within its boundaries, and the inclusion of the Land into the District. No further action will be required on the part of the City to evidence its consent to the creation of the District

and inclusion of the Land into the District; however, the City agrees to provide any additional confirmation of its consent that may be required by the Developer or the District if requested to do so.

(b) Developer agrees to submit to the City a copy of any application for creation of the District filed with TCEQ (or legislation, as applicable). The District's functions will be limited to: (i) financing public water, wastewater, drainage and road infrastructure costs and other costs and expenses eligible under state law that are associated with the Project; and (ii) owning, maintaining, and repairing drainage and water quality facilities. The Developer shall be responsible for all costs and expenses associated with creation of the District.

(c) Developer agrees to pay to the City the reasonable costs and expenses incurred by the City for legal services in connection with the negotiation and implementation of this Agreement.

(d) Subject to approval or otherwise directed by TCEQ, the name of the municipal district shall be Firefly Municipal Utility District.

Section 1.02 District Director and Voter Matters. The conveyance, from time to time, by metes and bounds or otherwise of any portion of the Land to any person for the sole purposes of qualifying as a director of the District shall not be considered a subdivision of land requiring a plat or otherwise requiring the approval of the City; provided, however, that no additional structure, other than a HUD-certified manufactured home necessary for the creation of the District, shall be located on the Land unless and until a plat of such portion of the Land has been approved and recorded in the plat records of the City and/or Travis County, as applicable.

Section 1.03 Joinder by District. Developer covenants and agrees to cause the District to approve, execute and deliver to the City this Agreement within ninety (90) days after the District confirmation date.

Section 1.04 Incorporation. In furtherance of the purposes of this Agreement, the District and the Developer, on behalf of themselves and their respective successors and assigns, covenant and agree that neither the District nor the Developer will: (1) seek or support any effort to incorporate the Land or any part thereof; (2) sign, join in, associate with, or direct to be signed any petition seeking to incorporate the Land or seeking to include the Land within the boundaries of any other municipality.

Section 1.05 Dissolution of District. The City agrees that it will not seek to dissolve the District, including pursuant to the authority set forth in Section 43.074 of the Texas Local Government Code, until after the completion of at least 90% of the construction of the public infrastructure necessary to serve the Land with water, wastewater, drainage facilities, road improvements, and other facilities eligible for reimbursement under the rules of TCEQ or other law (collectively, the "***Facilities***"), and either (i) bonds have been issued by the District to reimburse Developer's eligible infrastructure costs related to such facilities (the "***Bonds***"), or (ii) the City has expressly agreed to assume the obligation to reimburse the Developer for such costs.

Section 1.06 Annexation by the District. The District shall not annex any land located in the City's corporate boundaries or extraterritorial jurisdiction into the District's boundaries without the prior written consent of the City in accordance with the requirements of Texas law.

ARTICLE II
DEVELOPMENT AND SERVICES

Section 2.01 Land Use. The Land shall be developed in accordance with the standards and requirements set forth in the City's Code of Ordinances, as modified by the PDD.

Section 2.02 Roadways. All roads, including traffic calming improvements, will be designed and constructed in accordance with the PDD and applicable City design and construction standards. Roads will be publicly dedicated or will remain private in accordance with the provisions of the PDD, and the creation of the District will have no impact on the roads already constructed within the Land. For those roads which the Developer elects to remain private, the District or the homeowner's association will be responsible for maintenance and operation.

Section 2.03 City Services. The District will not provide any municipal services. Retail water and wastewater service to the District shall be provided by the City. Retail customers within the Land shall pay the applicable water and sewer rates for customers located within the city limits. Developer shall be responsible for funding and constructing all internal water and wastewater infrastructure improvements required for the City to serve the Project.

Section 2.04 Project Enhancements. In order to ensure a higher quality community, the Developer commits to the following project enhancements: expansion of the trail system with higher quality surfaces and varied uses; additional pocket parks and refined open areas; expansive nature play elements within children play areas; enhanced access to Lake Travis; increased preservation of nature character; distinct entry monumentation, signage, and art features; and amenities designated both for the exclusive use by residents of the Project and for the residents of the City of Lago Vista as further detailed in Section 2.05 below.

Section 2.05 Open Space, Parks, and Parkland Improvements.

(a) The Project will be developed as a master-planned community with substantial parkland, open space, greenbelts, trails, and park improvements. In accordance with the parkland requirements of the City, as modified by the PDD, the portion of the Land designated as "Open Space" in *Exhibit "C"* to the PDD shall include open space, parks, and parkland improvements constructed by Developer that are publicly dedicated, at the discretion of the City, or made publicly accessible by Developer.

(b) Developer ~~further agrees to~~shall grant public access with a ~~City~~ City-approved irrevocable public access easement to (i) all mountain bike and pedestrian walking trails throughout the Project, (ii) eight (8) pickleball courts with access controls, and (iii) parkland and certain amenities for water recreation and lake access, ~~such as, in Developer's sole discretion,~~which shall include a minimum of twelve (12) picnic tables with~~,~~ bar-b-que grills and benches, and a minimum of two (2) shade structures or covered pavilions, ~~and other facilities and improvements~~ to be constructed and installed on approximately twelve (12) acres of shoreline along Lake Travis. Developer will use best efforts, collaboratively with the City, to incorporate a public boat ramp as a public amenity within the Project. Developer shall also construct a resort-style swimming pool and additional sport courts or pickleball courts for the exclusive use by residents of the Project.

~~(a)~~(c) Open space shall be dedicated to and maintained by the City in accordance with the PDD. All other parkland and parkland improvements not dedicated to and accepted by the City shall be conveyed to either the District or the homeowner's association ("HOA") for ongoing maintenance. ~~(b)~~ The District or HOA agrees to maintain ownership of the eight (8) pickleball courts and designated parkland within the Project. Maintenance and operational costs for these facilities shall be borne by the District or the HOA, ensuring that the City of Lago Vista is not financially responsible for ongoing upkeep. All amenities within ~~Firefly~~ Project will be available to the citizens of Lago Vista, except for the swimming pool.

~~Section 2.04~~Section 2.06 **Construction and Inspection of Facilities.** The Developer is responsible for funding all costs of development and no development costs shall ever become the City's responsibility. The District (or Developer on behalf of the District) shall construct all facilities to serve the Land in accordance with plans and specifications that have been reviewed and approved by the City in accordance with applicable City ordinances, subdivision regulations, construction standards, and design standards, including but not limited to applicable City fire flow standards and fire hydrants, drainage detention regulations, floodplain regulations, building code, and sign ordinances. The City has the right to inspect all such public infrastructure facilities being constructed by the District to ensure compliance with the approved plans. All water and wastewater facilities will be conveyed to the City upon completion of construction. The District shall own, operate, maintain, and repair drainage and water quality facilities. All public roads, upon completion of construction and acceptance by the City following applicable inspections, will be conveyed to the City and the City agrees to operate and maintain the public roads within the District. Conveyance and acceptance of public facilities will not affect the Developer's right to reimbursement from the District for the cost of any facilities constructed or financed by the Developer.

~~Section 2.05~~Section 2.07 **Public Infrastructure Contribution.**

(a) As a contribution to the costs of expansion of the City's existing wastewater system and to mitigate the impact of the Project, Developer agrees to pay the City an amount equal to $1,800,000. Payment will be made out of the proceeds of the first issuance of bonds by the District.

(b) As a contribution to the costs of expansion of the City's existing water system and to mitigate the impact of the Project, Developer agrees to pay the City an amount equal to $600,000.00 out of the proceeds of bonds issued by the District that would otherwise be payable to Developer. If the net bond proceeds (after costs of issuance) of the first series of bonds issued by the District is sufficient to pay this sum in full, then payment will be made out of the proceeds of the first issuance of bonds by the District. If the net bond proceeds of the first issuance of bonds is not sufficient to pay this sum and the contribution referenced in Section 2.06(a) above in full, then payment will be made as soon as possible out of the net proceeds of subsequent bonds issued by the District such that the City will receive payment in full prior to the Developer receiving any bond proceeds.

(c) In addition to Developer's rough proportionality contribution required by the Traffic Impact Analysis ("*TIA*") for improvements to roads located outside the Land that are impacted by the Project ($199,365), the Developer agrees to pay the City an amount equal to $590,735.00 to fund the remaining balance of the improvements identified in the TIA. In other words, Developer will additionally contribute the difference between the costs of recommended road improvements identified by the TIA ($790,100) and Developer's required contribution for such improvements based on the rough proportionality analysis ($199,365) to fully fund the estimated costs of the road improvements. Within thirty (30) days of creation of the District by the TCEQ, Developer will either (i) issue payment of $590,735.00 to the City or (ii) notify the City in writing that Developer elects to fully fund and construct all the recommended road improvements identified by the TIA. To the extent the Developer elects to fund and construct the improvements prior to creation of the District, then Developer's payment obligation will be credited accordingly.

(d) The Developer will fund and construct the recommended traffic improvements to the intersection of Boggy Ford Road and Drapers Cove, as identified and required by the TIA, no later than the development of Phase 3 of the Project (as such phase is defined in the PDD).

ARTICLE III
ISSUANCE OF BONDS; SETTING TAX RATES

Section 3.01 Issuance of Bonds. The District may issue Bonds from time to time as permitted by the laws of the State of Texas.

Section 3.02 Bond Requirements. All Bonds issued by the District shall comply with the following requirements:

(a) Maximum maturity of 30 years from the date of issuance of any one series of Bonds; and

(b) Interest rate that does not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one month period immediately preceding the date that the notice of sale of such Bonds is given; and

(c) The Bonds expressly provide that the District shall reserve the right to redeem Bonds at any time beginning not later than the tenth (10th) anniversary of the date of issuance, without premium. No variable rate Bonds shall be issued by the District; and

(d) Any refunding Bonds of the District must provide for a minimum of three percent (3%) present value savings, and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds.

(e) The District shall be solely responsible for all debts and liabilities, with no financial obligation placed upon the City or Travis County. The issuance of any future bonds shall require voter approval by residents of the District, and any refunding bonds shall maintain the same majority consent. Additionally, new bonds may only be issued for the development of new infrastructure. The City will assume maintenance responsibility for internal roads upon completion of construction.

Section 3.03 Notice of Bond Issues. At least thirty (30) days before the submission of an application for approval of issuance of Bonds to the TCEQ or to the Attorney General, whichever occurs first, the District shall deliver to the City Secretary notice containing (a) the amount of the Bonds being proposed for issuance; (b) a general description of the projects to be funded and/or the Bonds to be refunded by such Bonds; and (c) the proposed debt service of the District, and the District's tax rate after the issuance of the Bonds. If the District is not required to obtain TCEQ approval of the issuance of Bonds, the District shall deliver such certification and notice to the City Secretary at least thirty (30) days prior to the issuance of Bonds, except refunding Bonds, by the District.

Section 3.04 Official Statements. Within thirty (30) days after the District closes the sale of each series of Bonds, the District shall deliver to the City Secretary a copy of the final official statement for such series of the Bonds, the District shall promptly provide such information at no cost to the City.

Section 3.05 Reporting. The District shall: (a) send a copy of each order or other action setting an ad valorem tax rate to the City Secretary within thirty (30) days after the District adopts the rate; (b) send a copy of each annual audit to the City Secretary, and (c) provide copies of any material event notices filed under applicable federal securities laws or regulations to the City Secretary, within thirty (30) days after filing such notices with the applicable federal agency.

ARTICLE IV
AUTHORITY

Section 4.01 Authority. This Agreement is entered into under the statutory authority of Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code.

ARTICLE V
TERM, ASSIGNMENT AND REMEDIES

Section 5.01 Term. This Agreement shall be effective from the Effective Date and shall continue in effect until dissolution of the District unless this Agreement is sooner terminated due to withdrawal of consent as provided in this Section 5.01. The City's consent to the creation of the District shall be deemed withdrawn and this Agreement shall be void and have no force or effect, including all monetary and dedicatory obligations, if the Developer fails to secure or obtain a final order from the TCEQ granting creation of the District within one (1) year after the Effective Date. Withdrawal of the City's consent due to failure of the Developer to obtain the final order from TCEQ shall have no impact on the validity and enforceability of the PDD.

Section 5.02 Assignment.

(a) Neither the District nor the City may assign this Agreement without the written consent of all other Parties.

(b) Developer has the right, from time to time, to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to the District. Developer may also assign this Agreement, in whole or in part, and to any person or entity (an "*Assignee*"), provided that the following conditions are satisfied: (1) Assignee is a successor owner of all or any part of the Land; (2) Assignee has a contractual right to be reimbursed for water, sewer, or drainage improvements from Bonds (or has a lien or other security interest in such reimbursements); (3) the assignment is in writing executed by Developer and Assignee; (4) Assignee expressly assumes in the assignment any assigned obligations and expressly agrees in the assignment to observe, perform, and be bound by this Agreement to the extent this Agreement relates to the obligations, rights, titles, or interests assigned; and (5) a copy of the executed assignment is provided to the City within fifteen (15) days after execution. Provided all of the foregoing conditions are satisfied, from and after the date the assignment is executed by Developer and Assignee, the City agrees to look solely to Assignee for the performance of all obligations assigned to Assignee and agrees that Developers shall be released from performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations. No assignment by Developers shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. It is specifically intended that this Agreement, and all terms, conditions and covenants herein, shall survive a transfer, conveyance, or assignment occasioned by the exercise of foreclosure of lien rights by a creditor or a Party, whether judicial or non-judicial. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and Assignees.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Land, nor is it intended to confer upon any such person the status of third-party beneficiary.

Section 5.03 Cooperation.

(a) The City, the Developer, and the District each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

(b) In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the City, the Developers, and the District agree to cooperate in

the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 6.01 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement, or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or 3 days after the date of mailing. Notice give in any other manner will be effective only when received. For purposes of notice, the addresses of Parties will, until changed as provided below, be as follows:

City: City of Lago Vista
5803 Thunderbird Street
Lago Vista, Texas 78645
Attn: City Manager

Developer: Firefly Cove LLC
Firefly Cove Homes LLC
106 Long Mountain
Horseshoe Bay, Texas 78657
Attn: Dirk Gosda

With Required Copy to:

McLean & Howard, L.L.P.
4301 Bull Creek Road, Ste 150
Austin, Texas 78731
Attn: Laci Ehlers

District (to be completed upon its creation):

_____
_____
_____
_____

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other Party. The Developer and the District may, be giving at least five (5) days' written notice to the City, designate additional parties to receive copies of notices under this Agreement.

Section 6.02 Severability; Waiver.

(a) If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in

lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

(b) Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 6.03 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas.

Section 6.04 Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties.

Section 6.05 Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective as of the Effective Date only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

Section 6.06 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 6.07 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. The Developers certify, represent, and warrant that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of the Developers. On its creation, the District shall certify, represent, and warrant that the execution of this Agreement is duly authorized and adopted.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement to be effective on the last date of execution by the Developer and the City below (the "*Effective Date*").

CITY:

CITY OF LAGO VISTA, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

By:_____
Name:_____
Title:_____

DEVELOPER:

FIREFLY COVE LLC,
a Texas limited liability company

By: FC Development LLC,
a Texas limited liability company,
its Manager

By: _____
Dirk Gosda, Member

FIREFLY COVE HOMES LLC,
a Texas limited liability company

By: _____
Dirk Gosda, Manager

DISTRICT:

FIREFLY MUNICIPAL UTILITY DISTRICT
(or other named district)

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

By:_____
Name:_____
Title:_____

Exhibit "A"

Metes and Bounds Description of the Land

Exhibit "B"
Form of City Consent Resolution

RESOLUTION NO.: 2025-____

A RESOLUTION OF THE CITY OF LAGO VISTA, TEXAS CONSENTING TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT

WHEREAS, the City of Lago Vista, Texas (the "*City*") has received a Petition for Consent to the inclusion of land within, and creation of, a municipal utility district (the "*District*") in the corporate boundaries of the City pursuant to Section 54.016, Texas Water Code and Section 42.042, Texas Local Government Code, a copy of which Petition is attached hereto as Exhibit A; and

WHEREAS, the City Council of the City of Lago Vista desires to grant its written consent to the creation of, and inclusion of land within, the District.

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

Section 1. The City hereby consents to the creation of a municipal utility district, and the inclusion of the land more particularly described within the Petition attached hereto as Exhibit "A" within said District, for purposes of Section 54.016, Texas Water Code, and Section 42.042 of the Texas Local Government Code.

Section 2. The City's consent is subject to the terms and conditions of the Consent Agreement entered into with the City.

PASSED AND APPROVED this ____ day of _____, 2025.

_____
Mayor

ATTEST:

_____
City Secretary

(SEAL)

AGENDA ITEM NO. 11

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2025

SUBMITTED BY: Councilor Benefield, City Council

SUBJECT: Discussion, consideration and possible action regarding **Resolution No. 25-2115** approving the installation of an Art Piece for Lago Vista Public Library.

BACKGROUND: The Keep Lago Vista Beautiful (KLVB) organization, in collaboration with the Friends of the Library Committee, has selected an art piece to be installed at the Lago Vista Public Library. The selection process was conducted by the Friends of the Library Committee, with input from all KLVB members and the Librarian, and was approved through a full vote of the KLVB membership.

This agenda item seeks formal City Council approval of the selected piece for installation at the library.

FINDINGS:

- The artwork was chosen through a structured selection and approval process.
- The art piece enhances the cultural and visual appeal of the library.
- The installation aligns with the city's beautification efforts and community engagement goals.

FINANCIAL IMPACT: No direct financial impact to the city. Funding and installation are managed by KLVB and the Friends of the Library.

ATTACHMENTS:

Resolution No. 25-2115 KLVB Artwork (002).pdf
Library Art Feature PDF.pdf

RESOLUTION NO. 25-2115

A RESOLUTION OF THE CITY COUNCIL OF LAGO VISTA, TEXAS, APPROVING THE INSTALLATION OF AN ART PIECE AT THE LAGO VISTA PUBLIC LIBRARY.

WHEREAS, the Keep Lago Vista Beautiful (KLVB) committee, in partnership with the Friends of the Library and the Librarian, has selected an art piece for installation at the Lago Vista Public Library; and

WHEREAS, the selection process was conducted by a dedicated committee to ensure that the art piece aligns with the beautification efforts and cultural enrichment of the city; and

WHEREAS, the City Council supports initiatives that enhance the aesthetics and cultural value of public spaces within Lago Vista; and

WHEREAS, the proposed art piece has no financial impact on the city, as it is funded and installed through community organizations;

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

1. That the selected art piece, as presented by KLVB, is hereby approved for installation at the Lago Vista Public Library.

2. That KLVB and the Friends of the Library shall coordinate with city staff for the appropriate placement and installation of the artwork.

3. That this resolution shall take effect immediately upon passage.

PASSED AND APPROVED this 6th day of March 2025.

ATTEST: **CITY OF LAGO VISTA, TEXAS**

_____ _____

Maria Franco, City Secretary Kevin Sullivan, Mayor

On a motion by Councilor _____, seconded by Councilor _____, the above and forgoing resolution was passed and approved.



2025 LTP Project

Library Green Space Art Piece

1. Cast Bronze Garden Statue
2. Traditional Lost Wax Casting Method
3. 42.5”W x 24'D x 38"H 117lbs.
4. Support from the FOL and Library Staff
5. Seeking KLVB support and approval to move forward

AGENDA ITEM NO. 12

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2025

SUBMITTED BY: Councilor Durbin, City Council

SUBJECT: Discussion, consideration and possible action regarding **Resolution No. 25-2116;** Designating City's Airport Advisory Board Council Liaison and Airport Advisory Board Chairperson as Sole Representatives on Matters related to Rusty Allen Airport Regulations and Funding.

BACKGROUND:

1. In 2020 the City reached out to the Federal Aviation Administration (FAA) for clarification as to the applicability of FAA's 2012 Reauthorization Act, Section 136 for private properties adjacent to publicly owned airport runways and taxiways.
2. FAA's latest reply, referenced above, clarifies FAA's understanding and position and asks that the City continue discussions with TxDOT's aviation division going forward.
3. At the city council meeting on Thursday October 26, council asked its Airport Advisory Board (AAB) to review the FAA letter and provide feedback and recommendations.

FINANCIAL IMPACT: N/A

ATTACHMENTS:
Resolution 25-2116 Airport Representation R1.1_AA24Jan2025 (002).pdf
staff report on aab resolution.pdf

RESOLUTION 25-2116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS DESIGNATING CITY'S AIRPORT ADVISORY BOARD COUNCIL LIAISON AND AIRPORT ADVISORY BOARD CHAIRPERSON AS SOLE REPRESENTATIVES ON MATTERS RELATED TO RUSTY ALLEN AIRPORT REGULATIONS AND FUNDING

WHEREAS, the City of Lago Vista created confusion with TxDOT and FAA by conflating the Rusty Allen Airport Property Owners Association (RAAPOA) voluntary maintenance funding agreement with a compulsory agreement whereby private landowners pay for access to the City's airport taxiways and runways; and

WHEREAS, that confusion resulted in FAA (a) acknowledging that the City meets the statutory requirements of FAA's exemption provided in P.L. 115-234, Section 185, but (b) due to the City's assertion of an agreement from airport adjacent landowners, which requires payment for airport access, alleged agreement having been modified since FAA's Modernization and Reform Act of 2012, therefore (c) the City is required to comply with all other requirement of the FAA Modernization and Reform Act of 2012, Section 136 related to residential through the fence (RTTF) access (letter from Kevin D. Willis, FAA Director, Office of Compliance and Management Analysis, dated September 6, 2023), and

WHEREAS, on the last day of February 2024 the RAAPOA voluntary maintenance funding agreement expired without concurrence for reinstatement, potentially costing the City approximately twenty three thousand dollars ($23,000 USD) annually; and

WHEREAS, following expiration of the RAAPOA voluntary maintenance funding agreement, it has become clear to the City that:

(a) as stated in Resolution 24-2056, the City of Lago Vista has never owned, nor had the ability to control or grant, alter or waive property rights of RAAPOA perpetually deeded properties, specifically the permanent airport access easements defined in the Conditions, Covenants and Restrictions filed of record in the Travis County Real Property Records dated May 8, 1990 (hereinafter the "CCR's");

(b) the City cannot change, order, or modify the airport access easements granted to the RAAPOA member properties within the CCR's;

(c) the CCR's clearly state that access to the taxiways and runways are granted to any property subject to the RAAPOA at the time of their filing May 8, 1990;

(d) the CCR's pre-date FAA's Section 136 of the Airport Modernization and Reform Act of 2012;

(e) the CCR's, specifically, grant access to the publicly owned taxiways and runways and have not been modified since their inception on May 8, 1990, prior to the City's acquisition of the airport;

(f) the CCR's are perpetual in nature;

(g) the City understands that RAAPOA's voluntary maintenance funding agreements are not access agreements. The voluntary maintenance funding agreements make no mention of the POA's legal and perpetual rights of access to the airport or attempt in any manner to change the access granted under the CCR's; and

WHEREAS, by Resolution 24-2056 the City Council directs City Council AAB Liaison (Councilperson Rob Durbin) to oversee interaction between the City and the FAA Office of Airport Compliance and Management Analysis for the purpose of pursuing the airport's Section 185 exemption; and

WHEREAS, other members of the City have continued to engage TxDOT and FAA creating a risk of perpetuating confusion on matters related to the Rusty Allen Airport; and

WHEREAS, Resolution 24-2062 states "Mayor Sullivan was directed to not represent to TxDOT or the FAA that he is speaking on behalf of the City regarding matters related to the airport…". Said resolution passing by a vote of 5 to 1.

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

1. All Rusty Allen Airport matters related to funding or regulatory issues, whether local, state or federal, shall be represented solely by the City Council AAB Liaison, currently councilman Rob Durbin, or his authorized delegate, and the AAB Chairman, currently Stephen Lowry, or his authorized delegate.
2. These two representatives serve at the pleasure of the City and will abide by the City Charter under the direction of City Council.
3. The representatives serve in their respective capacities as City Council AAB Liaison and AAB Chairperson. In due course Council may nominate others to serve in the capacity of AAB Liaison, and in due course the Airport Advisory Board may nominate others to serve in the capacity of AAB Chairperson. The responsibilities conveyed herein shall automatically transfer to whomever occupies those appointed positions at the time of appointment, whether the appointment is for a temporary period of time, in an acting capacity, or for a full appointed term. No further action is required by the City Council to affect the transfer of responsibilities.
4. The City of Lago Vista authorizes the AAB Council Liaison and AAB Chairperson to engage with TxDOT and FAA to resolve existing confusion related to the Section 185 exemption. Said resolution will result in written acknowledgement from FAA, in a form acceptable to TxDOT that the Rusty Allen Airport is exempt as stated in Section 185.
5. The City of Lago Vista authorizes the AAB Council Liaison and AAB Chairperson to resolve obstacles related to the RAAPOA's voluntary maintenance funding agreement.

Said resolution will result in a final draft maintenance funding agreement for City Council review, discussion, and vote, and the Mayor's execution on behalf of the City.

6. The City of Lago Vista further authorizes the AAB Council Liaison and AAB Chairperson to engage with local, state, and federal stakeholders, third parties, and agencies to pursue funding and address regulatory matters for the airport's continued safe public use. All such engagements shall comply with the City Charter. All formal actions will be presented to City Council for review and concurrence, then executed by the Mayor according to the City Charter.
7. Finally, the City of Lago Vista authorizes the AAB Council Liaison and AAB Chairperson, or their delegates to report to City Council any unauthorized member of the City, whether staff person, elected official, or resident, engaging independently with local, state or federal stakeholders, third parties, or agencies in a manner suggesting the person or party represents the City of Lago Vista. The City of Lago Vista recognizes that city staff working under the guidance of City Council and under the direction of the AAB Council Liaison and AAB Chairperson are not independently representing themselves in an unauthorized manner.

AND IT IS SO RESOLVED.

PASSED AND APPROVED this 6th day of March 2025.

CITY OF LAGO VISTA, TEXAS

_____
Kevin Sullivan, Mayor

ATTEST:

_____
Maria Franco, City Secretary

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

Item Cover Page

City Council Agenda Item Report

Date: 2/25/25

Submitted By: Rob Durbin and Steve Lowry

Subject: Resolution regarding Rusty Allen Airport

Background:

Date: February 25, 2025

WHITE PAPER

Prepared jointly by AAB's Airport Development Committee (Lowry, Awalt) and Finance & Funding Committee (Peck)

Background:

1. In 2020 the City reached out to the Federal Aviation Administration (FAA) for clarification as to the applicability of FAA's 2012 Reauthorization Act, Section 136 for private properties adjacent to publicly owned airport runways and taxiways.

2. FAA's latest reply, referenced above, clarifies FAA's understanding and position and asks that the City continue discussions with TxDOT's aviation division going forward.

3. At the city council meeting on Thursday October 26, council asked its Airport Advisory Board (AAB) to review the FAA letter and provide feedback and recommendations.

Correspondence between the City and FAA is attached for convenience.

Content Review:

FAA's Office of Airport Compliance and Management Analysis recognizes the City's letter of inquiry dated August 7, 2023 and responds to the two topics raised by the City:

1. Airport Fuel Farm & Business Operations: FAA concludes that, based on information

provided by the City, there are no grant assurance violations. FAA considers this matter closed.

2. RAAPOA residential through the fence (RTTF): FAA concludes the following:

a. FAA concurs that the City meets the statutory exemption requirements established in 2018 Sec. 185. FAA states; "[the City] is not in violation of its grant assurances solely due to the [RAAPOA CC&R's]"

b. FAA cites the City's documentation related to the POA maintenance funding agreement (1999, with amendments in 2009 & 2019); stating that the 2019 amendment was established expressly to meet FAA's 2012 Sec. 136 RTTF requirements.

c. FAA quotes 2018 Sec. 185 in part *"if the [USDOT] Secretary determines that the airport sponsor and residential property owners are able to make any modifications to such an agreement on or after the date*

of the enactment of this paragraph [2012], the exemption provided by this paragraph shall no longer apply".

d. FAA asserts that the RAAPOA maintenance funding agreement was amended in 2019 for the purpose of meeting 2012 Sec. 136 RTTF requirements. FAA inaccurately concludes that because the maintenance funding agreement modifies the 1999 maintenance funding agreement, modifications to "the agreement" after 2012 effectively nullify FAA's 2018 Sec 185 exemption. Therefore, the City is required to comply with all other requirements of the 2012 Modernization and Reform Act Section 136 as amended, including FAA policies on RTTF access agreements.

e. For clarity FAA states that their determination; "includes paying comparable airport fees charged to other airport tenants and operators and preventing competition with any commercial aeronautical activities based on the airport."

3. Finally, FAA asks the City to address any further questions to Dan Harmon, Director, TxDOT Aviation Division with contact details provided.

AAB Observations:

1. FAA is in agreement with the City's current fuel farm operations and with its business operations. There are no more issues on this point unless raised separately by TxDOT in the future.

2. FAA conflates the term "agreement" as quoted in 2018 Sec 185 with the term used in reference to the POA's 2019 maintenance funding agreement.

a. 2018 Sec. 185's use of the term "agreement" applies to an agreement creating rights of access between private property owners and the federally funded, municipally owned airport runways and taxiways. In this case that "agreement" is solely defined in the POA's Covenants Conditions & Restrictions ("CCR's" aka Deed Restrictions).

b. The POA maintenance funding agreement as amended in 2019 references FAA's 2012 Sec 136 RTTF. That language was inserted during discussions between the City and POA absent either party knowing that congress had included language in the FAA 2018 reauthorization providing an exemption to 2012 Sec 136 RTTF for situations like the Rusty Allen Airport. Passing congress in September 2018, Sec 185 resolved potentially exorbitant legal challenges where adjoining property owners have grandfathered perpetual rights of access to public airports.

c. The POA 2019 maintenance funding agreement does not attempt to override, modify, or supplement any aspect of the POA CCR's - any such change would not be legally binding. Therefore, the POA's maintenance funding agreement cannot be substituted for the POA's CCR's.

d. FAA implies that the POA maintenance funding agreement establishes compensation to the City in exchange for the private property owners' access to the public runways and taxiways. The POA maintenance funding agreement states that funds are provided to the City for specific maintenance cost offsets.

e. FAA concludes that the 2018 Sec 185 exemption does not apply to the Rusty Allen Airport since the maintenance funding agreement has been changed after passage of 2012 Sec 136, and the agreement can be further modified in the future.

3. FAA's confusion of the two separate agreements (CCR's vs POA maintenance funding) places the City in an untenable position.

a. Private property owners within the RAAPOA have perpetual access to the public airport runways and taxiways by virtue of the CC&R's without regard to the existence or the level of maintenance funding in the POA's maintenance funding agreement. CCR access rights are only changeable by 2/3 vote of the Declarant, which is the Rusty Allen Airport POA.

b. The City is obligated to the federal government to maintain its public airport assets, regardless whether or not a POA maintenance funding agreement is in place and irrespective to the level of maintenance funding included in an agreement.

c. Without the 2018 Sec. 185 exemption the City could be in peril of losing access to the state / federal grants and matching funds.

d. If the City is not successful garnering state / federal grants and matching funds, it is at risk of expending millions of dollars of out of its own budget for airport operations & maintenance for the duration of its federal obligation.

e. The airport's present condition lacks proactive maintenance. The airport runways and taxiway pavements continue to deteriorate, accelerated by two years of freezing winter temperatures. A windsock is down, the beacon light is out, and the precision approach path indicator (papi) light system is beyond its design life and is frequently down awaiting parts. Public ramp parking is limited, transient and local air traffic is steadily increasing as new hangars are erected and more transient flights come to Lago Vista – adding to the pressure to maintain the airport to FAA's threshold operational requirements.

Recommendations:

1. Fuel farm and business operations: There are no more issues on this point unless raised separately by TxDOT in the future. RECOMMENDATION: No further action.

2. FAA's misunderstanding between CCR access rights and POA maintenance funding agreements has become an obstacle that puts City access to state / federal funds at risk. RECOMMENDATION: (a) Seek unity of understanding among City elected officials and senior City staff as to the depth of the City's maintenance cost exposure. (b) Seek to secure state / federal funding as a first and highest priority, without raising the exemption issue. (c) If funding is held up due to FAA's misunderstanding, AAB can offer a more detailed set of recommendations focused specifically on resolving the misunderstanding.

3. Acquiring state / federal funds for airport maintenance is time consuming. Once the funds are allocated, expending the funds to complete a maintenance project is significantly more time consuming. From start of a capital project to its conclusion condition assessments have to be procured and completed, cost and schedule estimates created, engineering plans and specifications developed, construction bid notifications published and construction contract awarded. Those and other steps, such as environmental assessments, public hearings, council votes all consume a great deal of time, many months for small projects and several years for larger projects. Meanwhile ongoing maintenance issues continue to arise, putting the city at still greater risk of federal non-compliance. As time passes, while capital project funds are secured and expended, the City may have to administer its own emergency maintenance contracts to avoid the risk of federal non-compliances. RECOMMENDATION: with urgency, direct AAB to develop a plan, in coordination with City staff, for the purpose of securing state / federal funds for airport maintenance in order to continue meeting threshold compliance with FAA guidelines.

AGENDA ITEM NO. 13

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2025

SUBMITTED BY: Councilor Saum, City Council

SUBJECT: Discussion, consideration and possible action regarding **Resolution No. 25-2117** requesting Capital Metro to Expand Public Transportation Service to all areas of Lago Vista.

BACKGROUND: The City of Lago Vista wants to ensure its citizens tax dollars are being used for transportation services to the entire city.

FINDINGS: The City of Lago Vista currently allocates 1% of its local sales tax revenue to Capital Metro (CapMetro) as part of its contractual agreement for public transportation services. However, numerous residents have reported that CapMetro does not provide transit service to all areas within the city, creating an inequitable situation where some taxpayers are paying into the system without receiving any service benefits.

This resolution formally requests that CapMetro expand its transit service area to cover the entirety of Lago Vista, ensuring that every resident who pays into the system has equal access to public transportation services.

Additionally, the resolution requests that CapMetro provide annual service coverage reports to the City to demonstrate how tax dollars are being used for transit service within Lago Vista and to ensure equitable access to transit resources for all residents.

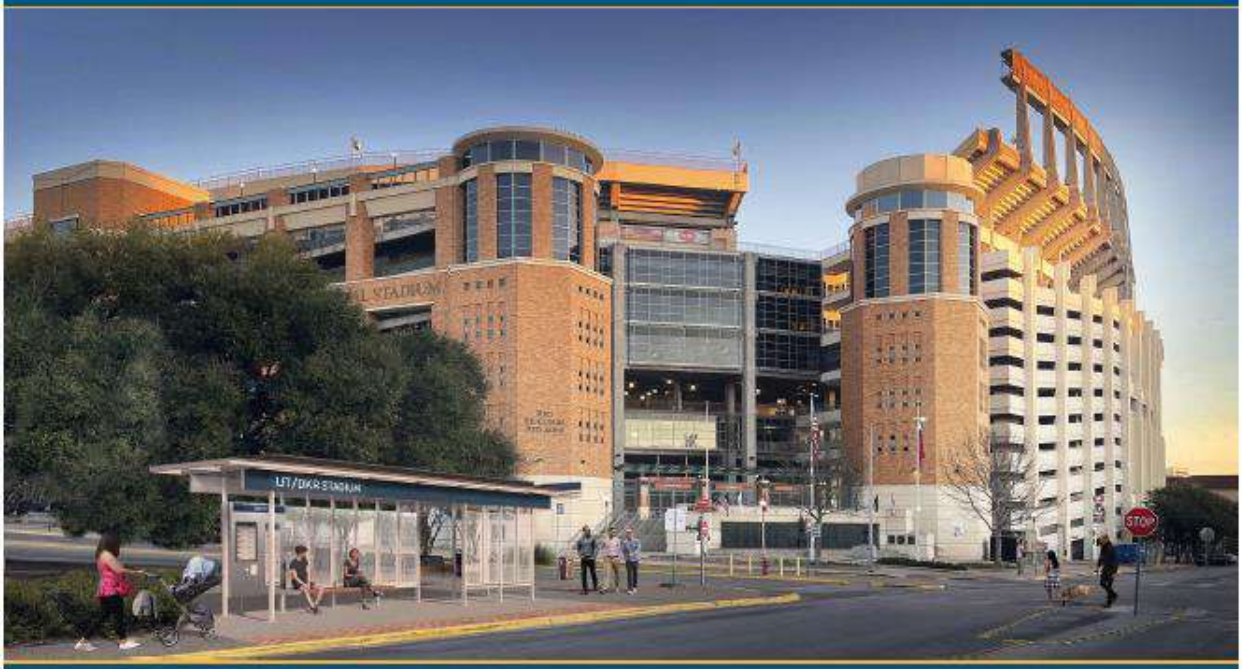
FINANCIAL IMPACT: This resolution does not directly impact the city's budget but seeks to maximize the return on Lago Vista's tax contributions to CapMetro by ensuring that all taxpayers receive equitable access to transit services.

ATTACHMENTS:
Approved-FY2024-Operating-and-Capital-Budget.pdf
Resolution No. 25-2117 CapMetro service area.pdf

APPROVED

FY2024 Operating & Capital Budget

& 5-Year Capital Improvement Plan



Capital Metropolitan Transportation Authority | Austin, Texas

CapMetro

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

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Capital Metropolitan Transportation Authority
Texas

For the Fiscal Year Beginning

October 01, 2022

Christopher P. Morrill

Executive Director

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Organization of the Budget Document

This document is the annual budget for Capital Metropolitan Transportation Authority (CapMetro or the Authority) for the period October 1, 2023 - September 30, 2024. A budget is a formal plan of action, expressed in monetary terms, for a specified period of time. This document details CapMetro's plan for Fiscal Year (FY) 2024.

Major Sections

CapMetro's budget document is divided into nine sections: Introduction and Overview, Financial Policies, Financial and Service Summary, Capital Budget, Long-Range Financial Plan, Operating Detail by Department, Glossary, Index and Appendices. Each section contains information on the process for budget approval.

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This section provides an overview of CapMetro's mission, history, infrastructure, service area, long-range strategic goals and organization by department.
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This section describes the policies that guide financial decisions at CapMetro.
Financial and Service Summary 37
This section includes financial highlights, statements, factors affecting revenues, expenses and detailed service levels information.
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This section describes the capital projects that support strategic goals and includes estimated funding sources and anticipated impact on operational costs.
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This section contains the 10-year forecast for financial resources and expenditures based on planned levels of service and strategic goals.
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1 Introduction and Overview



CapMetro

To the CapMetro Board of Directors, staff, customers, partners, and communities of Central Texas,

CapMetro's Core Values guide the agency's every action, as they are the foundation of the Strategic Plan, which in turn informs our budgeting process: Safety, Innovation, Equity, Sustainability and Transparency. In Fiscal Year 2023, our teams committed every day to fulfilling CapMetro's mission of connecting people, jobs, and communities by providing quality transportation services. Our ridership reached numbers we haven't seen in years, we focused on building our frontline team and managed to hire hundreds of operators, mechanics and other team members, and improved service reliability, our lost time percentage has decreased, reaching about 1% in June 2023.

Though FY2023 saw a lot of improvement in the wake of the years-long COVID-19 public health crisis, the agency has more work to do in FY2024. While the impacts from COVID-19 will continue to be a reality, CapMetro has pivoted and is focused on how we deliver on being the agency our community wants and needs today. The world is not the same place it was before the pandemic, and CapMetro will reflect that reality in a context sensitive way and one that prepares us for the future.

This is my first budget as the President and CEO of CapMetro, and over the next year, we will strive to continue being thoughtful and effective stewards of our agency's resources through realistic goals that align with the vision of the Board of Directors and our community.

Our focus is to be the best, most efficient public transit agency for our region and continue to be a reliable and trustworthy community partner by delivering on key commitments, initiatives, and projects. We will continue to collaborate with our partners on the Project Connect program, work on transforming our fare system technology, focus on establishing our new headquarters, and so much more.

I am proud to present the FY2024 Budget, on behalf of the entire CapMetro team.

FY2023 Significant Activities and Achievements

- CapMetro made great strides in solidifying a stable future for the agency in FY2023. The Board approved me, Dottie Watkins, as permanent President and CEO in January 2023 and the purchase of a new headquarters at 3100 East 5th Street in June 2023, which is expected to provide enough space for our administrative staff for at least 20 years. The new property is immediately adjacent to our facility at 2910 East Fifth Street, which will allow our administrative staff to remain connected to our frontline team and daily operations in a campus-like environment.

- We continued to improve our Red Line commuter rail through various projects, most notably the McKalla Station. Crews began construction on the highly anticipated station near Q2 Stadium, which will also feature a double track, quiet zones and drainage improvements, and are expected to finish in the next fiscal year. The agency also finished construction on the Leander-Lakeline Double Tracking project in December 2022. The project makes the CapMetro Rail service more reliable today, by allowing service to recover faster in the event of a disruption and will eventually allow us to increase service frequency along the Red Line in the future.

- CapMetro remains committed to our Small City partners across the region and voters in both Manor and Lago Vista remained committed to us in FY2023. Both cities voted to stay in the CapMetro service area in November 2022 and we look forward to a continued partnership and investment in public transit with them for years to come.

- We also received several grants from the U.S. Department of Transportation and Federal Transit Administration this past year. They awarded us with two grants, equaling $66 million, for our future CapMetro Rapid Lines, Expo and Pleasant Valley, which allows us to continue construction with the expected completion date of 2025. We were also awarded a $20 Million Bus and Bus Facilities Grant to help build a Demand Response and Operations Facility, a $950,000 Bus Automation Grant which will go towards exploring how automated bus operations can help in our bus yards and maintenance facilities, and an $18 Million RAISE grant to help improve our Plaza Saltillo station along the Red Line. The continued support from the USDOT, FTA and our Congressional delegation plays a key role in our efforts to improve our agency for all Central Texas, and we thank them immensely for working with us this past year.

- We also updated our Service Standards and Guidelines for the first time since 2015 after staff completed an extensive community engagement process to gather input on key priorities for our region. The new set of policies that will guide our staff on how best to update our service network and amenities include an expanded set of service types, changes to our service standards, as well as updating our priority process for placing amenities at stops, and much more.

- We're also in the process of overhauling our fare system and structure. In FY2023, we launched a two-month pilot for our new fare structure and technology, including the new Amp system, which will bring greater efficiency and equity to paying for fares through a physical card or in the CapMetro App. Alongside Amp, the agency is also in the process of updating its fare structure with two new segments called fare capping and Equifare. Fare capping is a new way to pay for rides and save money by limiting or "capping" how much our customers pay for all their trips each month, while Equifare will be a reduced fare for qualifying individuals. The successful pilot program tested various segments, including both new fare structures, physical Amp cards, and online Amp systems, which allowed staff to gain feedback on necessary changes to the permanent program ahead of FY2024's anticipated release.

FY2024 Planned Projects and Initiatives

The FY2024 budget is drafted with the intent to remain efficient and fiscally responsible. This year's budget enables CapMetro to continue improving our operations and service levels, while also delivering crucial projects and commitments with Project Connect and our 5-year capital improvements plan using our current staff.

In the upcoming fiscal year of FY24, our dedication remains steadfastly fixed on strategic priorities for the agency. These priorities, among others, encompass pioneering the establishment of the first-ever transit police department, upholding our commitment to deliver service excellence to every rider within our expansive system, fostering collaboration with elected and appointed officials to harness mobility prospects, and orchestrating the transformation of our digital technology landscape to enhance process improvement.

Highlights of the approved FY2024 budget include:

- The agency will continue implementing our new fare system to ensure an equitable structure for our entire community. It's expected to be fully launched by the end of FY2024.

- We will be completing construction on the McKalla Station at Q2 Stadium. Crews have been working hard since breaking ground in 2022 and construction is expected to be completed by the start of the 2024 Austin FC season. We will also be continuing construction on the new CapMetro Rapid Expo Center and Pleasant Valley Lines to stay on track to open them in 2025.

- We'll work to establish a new Pickup Zone for our Dove Springs neighbors in Southeast Austin, which we are hoping to launch in January 2024.
- Our facilities team will focus on establishing our new headquarters at 3100 East 5th Street to allow our administration staff to be closer to operations at 2910 East 5th Street and reduce our reliance on rent across the city of Austin.
- Progress on creating a Transit Police department will continue in FY2024. Our main priorities are focused on finishing our TCOLE certification, establishing our police facility on Cameron Road, and starting the process to hire officers, once the former two are complete.

CapMetro's core mission is to enhance, empower and serve our community, and it's not something our staff take lightly. Ensuring our service is reliable and gets our customers where they need to go guides our every decision and it will continue to do so as we complete the key projects the community has entrusted us with to help improve our region this next fiscal year.

We are committed to a thorough FY2024 budgeting process to guarantee our agency is mindful of how we utilize the resources we are given. I am looking forward to our exciting year ahead and am deeply grateful for the continued trust and support.

Sincerely,



Dottie L. Watkins
President & CEO

Austin Area Information, History and Economy

CapMetro is the regional public transportation leader for Central Texas. The Central Texas region is one of the fastest-growing areas in the country, and mobility and traffic congestion remain top concerns. CapMetro was created in 1985 in accordance with Chapter 451 of the Texas Transportation Code and was established by a voter referendum on January 19, 1985, to provide mass transportation service to the metropolitan area and is funded in part by a 1% sales tax levied by its service area members.

Since 2010 the Austin metropolitan area has gained about 705,000 residents, a 41% population growth, according to the latest U.S. Census Bureau figures. According to the Capital Area Metropolitan Planning Organization (CAMPO) 2045 Regional Transportation Plan, the total population in the six-county Central Texas region of Bastrop, Burnet, Caldwell, Hays, Travis and Williamson Counties is projected to continue to increase, growing from 1.7 million in 2010 to nearly 4.7 million in 2045.

The Austin area is host to six universities, a robust community college system and numerous other institutions of higher learning. In Austin, 49% of adults 25 years or older hold a bachelor's or advanced degree, compared to 29% for Texas and 31% for the U.S. The University of Texas at Austin (UT), a world-class center of education and research, is the 7th largest public university in the U.S. in terms of undergraduate enrollment.

Austin is nationally recognized as a great place to live due in part to its diverse and eclectic population, as well as an environment that allows a year-round outdoor active lifestyle. Austin's quality of life has become its most significant economic development engine, and the city's diverse demographics serve to support and enrich its quality of life.

History

Starting as a small town to be called Waterloo, Austin was selected to be the capital of the Republic of Texas in 1839 and then renamed after Stephen F. Austin. By using the electricity generated by the Great Granite Dam, manufacturers utilized a well-established power grid to assist the U.S. in the war effort during World War II and pulled itself out of the Great Depression as much of the rest of the country had. After that several research laboratories and high-tech companies were brought to the area by the stable power and established educational base in the area. A growth that continues to this day. Population growth and a creative cultural wave continued from the 1960s to the current day and a musical boom drew national attention to the city because of artists such as Stevie Ray Vaughan and Willie Nelson. Music festivals such as Austin City Limits (ACL) and art/culture/technology conventions such as South by Southwest (SXSW) continue to make the Greater Austin Area a destination for tourism as well as an excellent place to live, creating a fertile environment for various forms of transit.

Economy

Austin-Round Rock-Georgetown held its number two position in the Milken Institute's Best-Performing Cities 2023 report. It is the fifth consecutive year the Austin region ranked in the top three. According to the report, "The city benefits from a strong labor market, with rapid job and wage growth in the past five years", and "the Austin-Round Rock area continues to be bolstered by a robust tech scene".

The overall economic activity of the Austin-Round Rock metropolitan statistical area (MSA) continued to grow at a brisk rate of 13.8% growth in 2022 per the Business Cycle Index by the Federal Reserve Bank of Dallas and continues to grow in 2023 with a 7% increase in the index through May compared to the same period the previous year.

In 2022, the Texas real gross domestic product (GDP) grew 3.4% compared to 2021, slightly higher than the increase in the U.S. annual growth rate.

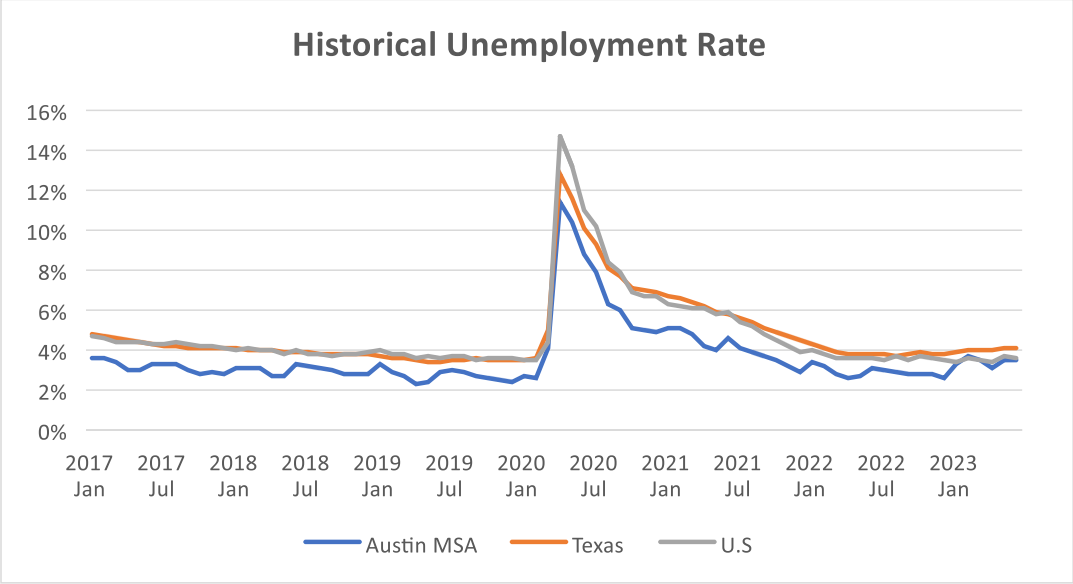
Employment

The statewide unemployment rate decreased to 3.8% in 2022 from 4.5% in 2021 but is still higher than the record low of 3.5% in 2019. Texas gained nearly 8.9 million new nonfarm jobs in 2022.

Austin has a high demand for skilled workers as seen in the manufacturing sector, which continues to move from traditional to advanced manufacturing requiring specific, highly technical skills. High-tech companies, including Apple, Amazon, Tesla, Oracle, Alphabet, Meta, Dell and Indeed, have a large presence in the Austin area.

The Austin area had an 8.7% increase in employment in 2022, gaining more than 1,226,000 net new nonfarm jobs in the calendar year. Job growth in the Austin-Round Rock MSA from April 2022 to April 2023 was ranked 4th among the largest 51 metropolitan areas per the U.S. Bureau of Labor statistics.

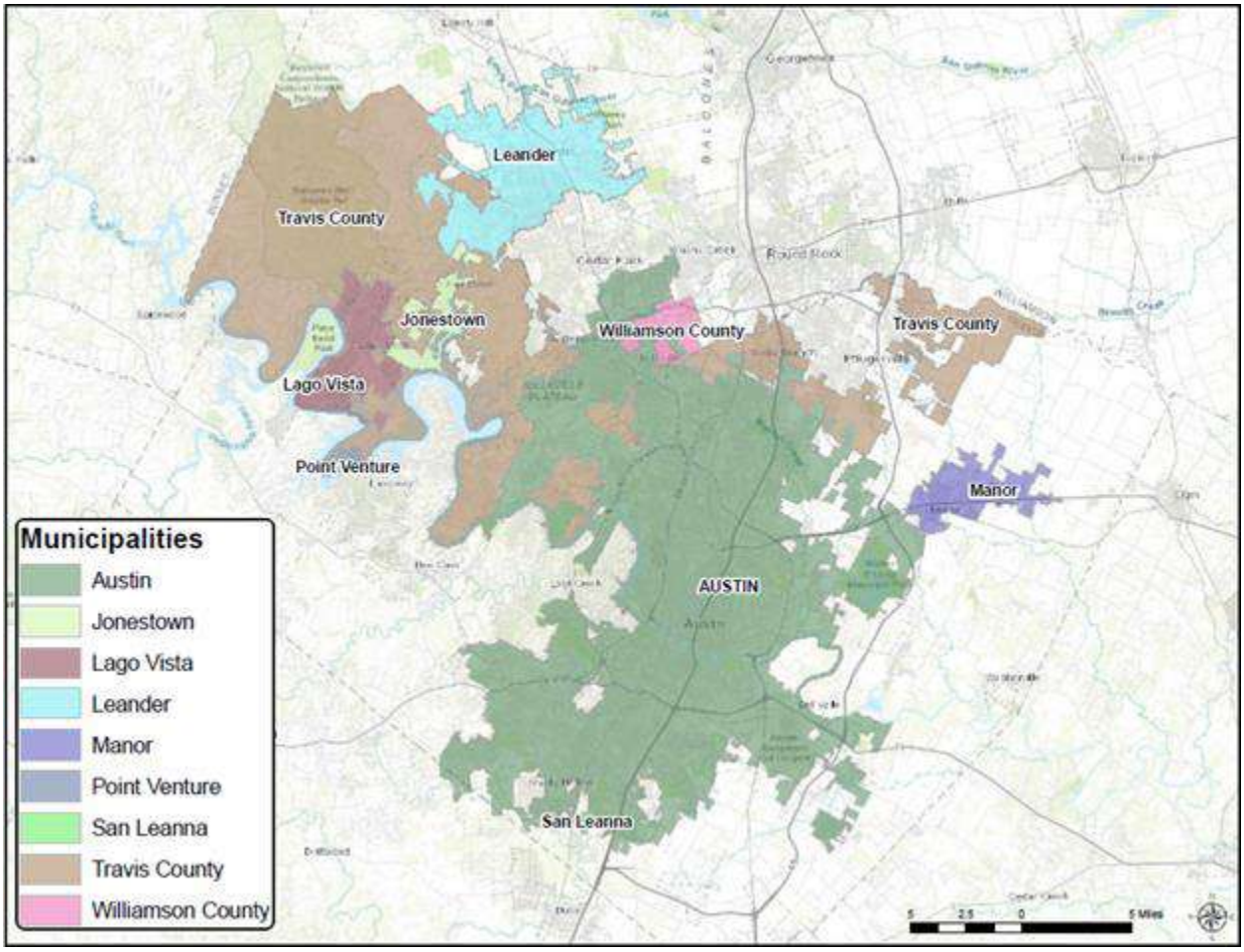
The Austin area unemployment rate of 2.6% in December 2022 was well below the state and national unemployment rates of 3.8% and 3.5% respectively and is comparable to the Austin area pre-pandemic rate of 2.6% in February 2020. The area's largest employers are the State of Texas, the University of Texas, the city of Austin and many technology companies, such as Apple, Alphabet, IBM, Amazon and Samsung.



Source: Bureau of Labor Statistics and Texas Workforce Commission

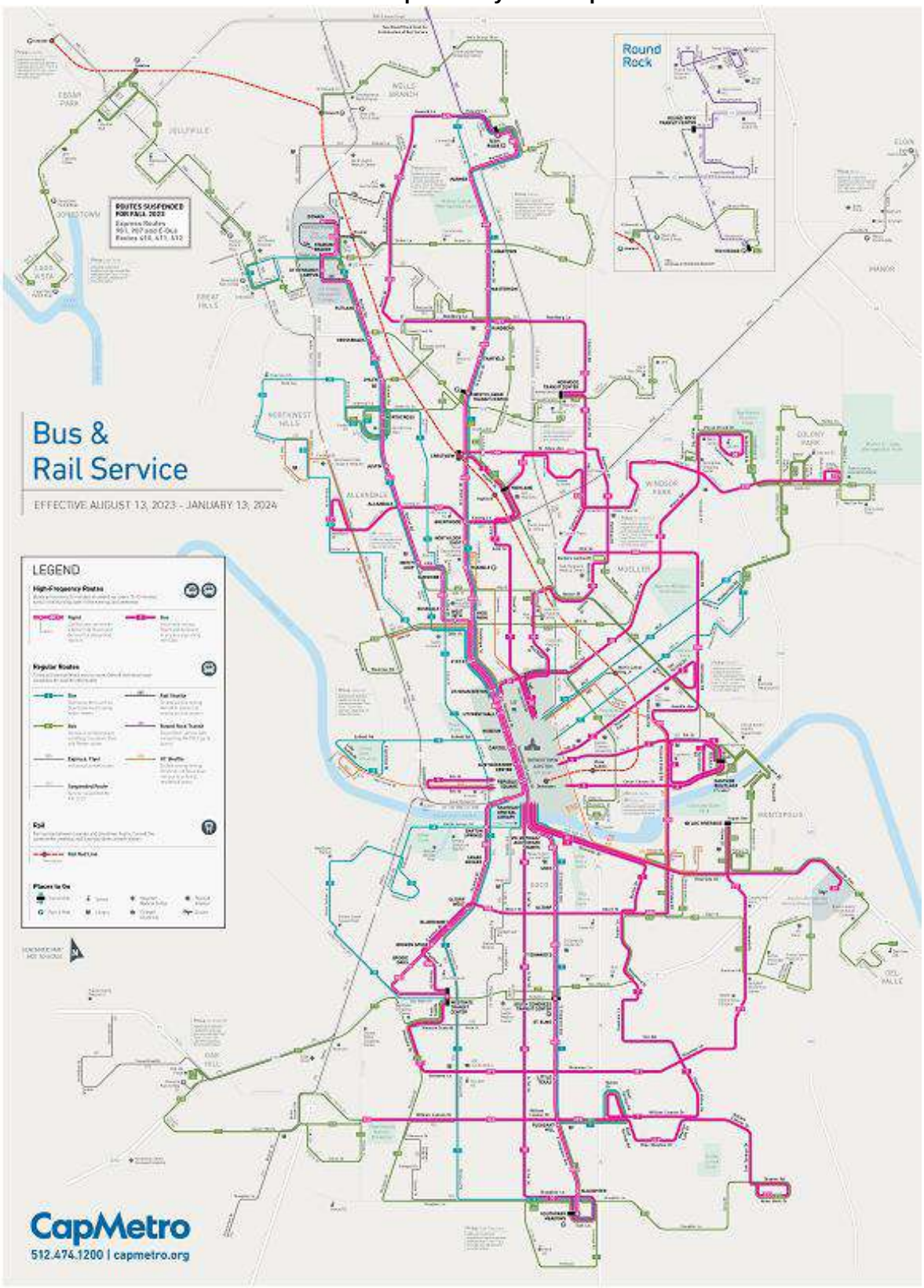
Service Area Member Cities and Communities

The CapMetro service area extends across approximately 542 square miles and includes more than 1.3 million residents. The following map shows the CapMetro service area. The areas that participate in the agency include Austin, Jonestown, Lago Vista, Leander, Manor, Point Venture, San Leanna, and Precinct Two of Travis County and the Anderson Mill area of Williamson County.



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CapMetro System Map



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Community Information and CapMetro Engagement

CapMetro is invested in the Central Texas community and has adopted a Community Engagement Policy to ensure the community is part of its decision-making process. CapMetro works with four citizen advisory committees, which provide recommendations and feedback on planning, operations and services (the first three are appointed by the board of directors): the Customer Satisfaction Advisory Committee (CSAC), the Access Advisory Committee (AAC), the Diversity, Equity and Inclusion Community Advisory Group and the Public Safety Advisory Committee (PSAC). In addition, the agency is a partner with dozens of stakeholder organizations throughout the region to ensure their voices are considered.

CapMetro partners with various nonprofit, cultural, business and social service organizations to serve the community. In 2023, the agency continued our partnerships with organizations like the Paramount Theatre, ATX Kids Club, Dress for Success, Creative Action, Austin Parks Foundation, TILT, Financial Health Pathways and the Central Texas Food Bank and forged new ones with groups like Con Mi Madre, AVANCE, Age of Central Texas, DivInc, and Todos Juntos Learning Center.

Over the last year, CapMetro has worked closely with Transit Empowerment Fund (TEF) and the community to identify opportunities to enhance the program. As a result, in FY2024, CapMetro will launch a new transit pass for people experiencing homelessness to further complement the suite of work accomplished through our partnership with TEF and the other CapMetro fare programs. Since its establishment in 2012, the program has provided more than 10 million rides.

In 2021, CapMetro continued to partner with H-E-B and For the Children, Inc. to collect school supplies through the Stuff the Bus program. For the Children, Inc. is an Austin-based nonprofit organization that provides basic school supplies to children who qualify for the federal Free and Reduced-Price Lunch Program. Its goal is to reach all elementary school children in the 10 school districts in Central Texas. In 2022, the program collected enough to provide more than 160,000 school supply kits to Central Texans.

CapMetro supports emergency response operations, both within and outside of the service area, by sending buses to be used as temporary shelters during floods, fires and other emergencies. In addition, when temperatures fall below 32 degrees, CapMetro sends “cold weather buses” for Austin-area residents experiencing homelessness, transporting them to local emergency shelters in cooperation with the city of Austin’s Office of Emergency Management. The agency has provided similar support when the city has issued extreme heat warnings, to transport people to cooling centers.

CapMetro’s engagement team has continued its hybrid approach to public involvement both in-person and virtually. Areas of focus for Community Engagement include: performing engagement for Project Connect in coordination with the Austin Transit Partnership to support the program's engineering, design and implementation efforts; collaborating with the CapMetro Planning department to launch phase I and phase II of equitable transit-oriented development (ETOD) engagement, with an emphasis on small focus groups to hear from communities of color; supporting agencywide proposed fares program with the development of a community involvement plan. The CapMetro Art program expanded the Art on the Bus program in partnership with Creative Action to several area school districts including Austin, Leander, Manor and Del Valle. This program collaborates with the Marketing team, featuring student artwork on five vehicle wraps through an art engagement curriculum focusing on sustainability and the value of transit. Additionally, it launched a Diversity Equity and Inclusion Art project to highlight National Heritage Months and partnered with local artists to engage the community in the design creation.

Future plans for CapMetro call for the continued growth of its community engagement programming, including CapMetro Cares and CapMetro Art. CapMetro Cares strives to amplify the good causes of local nonprofits by offering a limited opportunity for qualifying organizations to use available space on CapMetro vehicles. CapMetro Music's pop-up performances at bus stops provide an enjoyable experience for riders and enable local musicians to amplify their music.

Benefits of Public Transportation

Saves Money:
Riding transit is an affordable option. The average cost of car ownership is $774 a month. CapMetro has some of the lowest fares in the nation. A 31-Day Pass for local services costs our customers just $41.25, almost 20 times less than the cost of owning and maintaining a car.

Protects the Environment and Improves Air Quality:
Switching to riding public transportation is one of the most effective actions individuals can take to reduce their carbon footprint. Car transportation accounts for nearly half of the carbon footprint of a typical American family with two cars; it is by far the largest source of household emissions and, as such, the largest target for potential reductions. The average passenger car in the U.S. produces just under one pound of carbon dioxide per mile traveled. If just one driver per household switched to taking public transportation for a daily commute of 10 miles each way, it would save 4,800 pounds of carbon dioxide per household per year. Each year since 2019, CapMetro engages the community and children in this conversation through the Electric Bus Art contest to raise awareness of the benefits of electric buses.

Improves Health:
Riding CapMetro is a healthy choice. Studies have shown that regular transit riders tend to be healthier because of the exercise they get walking to and from bus stops, train stations and their homes or offices. Compared to car travel, traveling by bus carries 23 times less risk of fatal injury and five times less risk of non-fatal injury. Additionally, those who drive less frequently tend to have lower levels of stress. Reduced stress levels can decrease the risk of cardiovascular disease and improve mental health. Riding transit also increases the opportunity for social connections. Stronger social networks within a community have been shown to have positive correlations with physical and mental well-being.

Manages Traffic Congestion:
According to Texas A&M's Texas Transportation Institute, (TTI), Austin ranked 12th in travel-time delay for medium-sized cities with an index of 1.33, meaning peak-hour travel takes an average of 33% longer than free-flow travel, particularly on I-35 and MoPac. Drivers in the region are wasting millions of hours annually stuck in traffic.

Transit agencies play an important role in reducing congestion by providing transportation alternatives and supporting land use patterns that reduce vehicle travel. Based on the most recent TTI report on congestion, public transportation saved travelers 865 million hours in travel time and 450 million gallons of fuel. During rush hour, a full 40-foot bus can take 35 cars off the road, a full train more than 100 cars.

Governance

An eight-member board of directors has governance responsibilities over CapMetro. The 2009 Texas Legislature changed the composition of the CapMetro board as shown below:

- Three members appointed by CAMPO, of whom
  - One must be an elected official.
  - One must have at least 10 years of experience as a financial or accounting
  - One must have at least 10 years of experience in an executive-level position.
- Two members appointed by the city of Austin, of whom
  - One must be an elected official.
- One member appointed by Travis County Commissioners.
- One member appointed by Williamson County Commissioners.
- One member, who must be an elected official, appointed by all small city mayors (excludes city of Austin).

BOARD MEMBER	APPOINTING BODY	TERM EXPIRES
Jeffrey Travillion, Chair	Travis County	June 1, 2024
Leslie Pool, Vice Chair	City of Austin	June 1, 2025
Becki Ross, Secretary	Small Cities	June 1, 2024
Eric Stratton	Williamson County	June 1, 2026
Paige Ellis	Capital Area Metropolitan Planning Organization	June 1, 2025
Diane Bangle	Capital Area Metropolitan Planning Organization	June 1, 2026
Jose “Chito” Vela	City of Austin	June 1, 2025
Matt Harriss	Capital Area Metropolitan Planning Organization	June 1, 2024

Management

CapMetro's executive management team has diverse experience and the skills to lead the organization into the future.

Executive Management Team	
President and Chief Executive Officer	Dottie Watkins
Deputy Chief Executive Officer	Kerri Butcher
Executive Vice President, Chief Financial and Risk Officer	Catherine Walker
Executive Vice President, Chief Experience and Engagement Officer	Samantha Alexander
Executive Vice President, Strategic Programs and Organizational Readiness	Molly King
Executive Vice President, Engineering, Construction and Operations Systems	Dave Kubicek
Executive Vice President, Chief Strategic Planning and Development Officer	Sharmila Mukherjee
Executive Vice President, Administration, Diversity and Inclusion Officer	Donna Simmons
Executive Vice President, Chief Operating Officer	Andrew Skabowski
Executive Vice President, Systemwide Accessibility and Chief Safety Officer	Gardner Tabon
Senior Vice President, Chief Information Officer	Tanya Acevedo
Vice President, Procurement and Chief Contracting Officer	Muhammad Abdullah
Vice President, Government Affairs	Leroy Alloway
Vice President, Demand Response and Innovative Mobility	Chad Ballentine
Vice President, Chief Counsel	Brad Bowman
Vice President, Facility Management and Capital Construction	Kenneth Cartwright
Vice President, Internal Audit	Terry Follmer
Vice President, Rail Operations	Muriel Friday
Vice President, Chief Information Security Officer	John Kiczek
Vice President, Power Systems	John Martin
Vice President, Rolling Stock and Support Equipment	Rahul Nair
Vice President, CBTC, Signals and Operational Networks	Juan Rincon
Vice President, People & Culture	Benjamin Sims
Vice President, Bus Operations and Maintenance Oversight	Miles Turpin

System Facility and Fleet Characteristics

CapMetro Facilities

CapMetro Headquarters
700 Lavaca, Austin, Texas 78701
19,671 square feet, 2019

Future CapMetro Headquarters
3100 E. Fifth St., Austin, Texas 78702
182,716 square feet, 2023

Administrative Office and Administrative Facility
2910 E. Fifth St., Austin, Texas 78702
Administration: 42,840 square feet, 1986
Maintenance: 116,495 square feet, 1986

Transit Store, Paratransit Eligibility
209 W. Ninth St., Austin, Texas 78701
7,052 square feet, 2013

Future Transit Store, Paratransit Eligibility
1705 Guadalupe. Master Unit 1
Austin, Texas 78701
7,749 square feet, 2023

Administrative Annex/Childcare Facility
624 Pleasant Valley, Austin, Texas 78702
25,500 square feet, 2006

Administrative Office
507 Calles Street, Austin, Texas 78702
12,181 square feet, 2019

Demand Response Services Facility
509 Thompson Lane, Austin, Texas 78742
24,821 square feet, 2000

North Operations Facility
9315 McNeil Road, Austin, Texas 78758
136,827 square feet, 2008

MetroBike Maintenance Facility
1000 Brazos, Suite 100, Austin, Texas 78701
4,850 square feet, 2022

Transit Police Station
8200 Cameron Road, Austin, Texas 78754
9,246 square feet, 2023

Central Warehouse
9715-A Burnet Road, Austin, Texas 78758
20,822 square feet, 2023

Park & Ride Facilities

Austin
Great Hills Park & Ride
Howard Station Park & Ride
Lakeline Station Park & Ride
New Life Park & Ride
Norcross Transit Center
North Lamar Transit Center
Pavilion Park & Ride
Pinnacle Park & Ride
South Congress Transit Center
SouthPark Meadows Park & Ride
Tech Ridge Park & Ride
Triangle Park & Ride
Westgate Transit Center

Jonestown
Jonestown Park & Ride

Lago Vista
Lago Vista Park & Ride

Leander
Leander Station Park & Ride

Manor
Manor Park & Ride

Rail Stations

Leander Station and Park & Ride
Lakeline Station and Park & Ride
Howard Station and Park & Ride
Kramer Station
Crestview Station
Highland Station
MLK Jr. Station
Plaza Saltillo Station
Downtown Station

Fleet Description

Diesel buses: 337
Electric buses: 19
MetroRapid buses: 55
Fixed-route vans: 4
Paratransit vans: 108
Pickup vans: 32
Rail vehicles: 10

Business Planning and Budget Process

Overview

Chapter 451 of the Texas Transportation Code mandates that CapMetro's board adopt an annual operating and capital budget of all major expenditures by type and amount. The budget must be adopted before the beginning of each fiscal year and before CapMetro conducts any business in the new fiscal year. CapMetro's fiscal year begins on October 1.

CapMetro's governing legislation further provides that the board shall hold a public hearing on the proposed operating budget prior to its adoption and shall, at least 14 days before the date of the hearing, make the proposed budget available to the public. After adoption, the board may subsequently amend the budget after public notice and hearing.

Business and Service Planning Linked to Strategic Goals

The strategic planning process begins when the board and management meet to review and discuss CapMetro's long-range vision and organizational mission and goals.

The board and the management team worked together to develop the FY2024 Strategic Plan to focus on four strategic goal areas:

- Customer
- Community
- Workforce
- Organizational Effectiveness

Annual service levels are developed based on the strategic goals, objectives and tasks identified in the plan. Each department develops a business plan and a budget that support the service levels and the objectives in the strategic plan.

The board receives semiannual reports on the status of the strategic plan and the progress of the initiatives and key performance indicators (KPIs) within the plan.

CapMetro

Fiscal Year 2024 Strategic Plan

CORE VALUES

Safety, Equity, Innovation, Transparency and Sustainability

Mission

To empower, enhance and serve the region and its communities through the responsible delivery of high-quality public transportation.

Vision

CapMetro is integral to the region and its communities, providing connectivity, fostering economic activity and ensuring safe, environmentally sustainable and equitable access to opportunity.

Goals	Objectives
Customer Provide a convenient, desirable and accessible option for mobility in the region and its communities.	A Provide a reliable and safe transit service. B Continue to improve the customer experience. C Ensure the system is accessible for everyone in the region.
Community Demonstrate our value to a growing region by collaborating with partners and communities.	D Support sustainable growth through improved access to jobs, services and opportunities. E Continue to improve the environment by transforming into a fully carbon-neutral transit agency by 2040. F Engage the community, customers and stakeholders in a constant process to reflect their input in the transit system and respond to immediate needs. G Foster community conversations to improve regional mobility.
Workforce Invest in a productive and valued workforce.	H Recruit, hire and develop an engaged workforce from a diverse talent community. I Foster an inclusive, collaborative culture that develops a diverse and engaged workforce. J Expand and develop a highly skilled workforce to meet the changing needs of the agency and community.
Org. Effectiveness Deliver responsibly and sustainably on the mission.	K Be a fiscally responsible and transparent steward of public funds. L Advance the culture of safety throughout the organization. M Balance investments while prioritizing a state of good repair.

Annual Calendar	**Month**
Board provides strategic direction for the coming year.	January
Management team develops objectives and strategies to achieve organizational goals.	February
Budget development begins.	February
Department managers develop business plans that support achievement of objectives.	April
Board reviews strategic plan.	May
Board reviews proposed budget. Staff provides budget updates to the Access Advisory Committee. Staff provides budget updates to the Customer Satisfaction Advisory Committee. Staff holds meetings with stakeholders.	July/August
Proposed budget document is posted online for public review (14-day requirement).	August
Staff conducts budget outreach across service area for public input.	Late August
Board holds public hearing on proposed budget	Mid-September
Board is scheduled to adopt budget.	Late September
Approved budget document is published.	October

Basis of Budget and Basis of Accounting

CapMetro accounts for its operations as a proprietary (enterprise) fund. Proprietary funds are used to account for operations that: (a) are financed and operated in a similar manner to private business where the intent of the governing body is that the costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenue earned, expenses incurred and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes.

As a proprietary fund, the budget is prepared on a full-accrual basis of accounting. This means that expenses are recognized as they are incurred, and revenues are recognized when earned. Accounting records and financial statements are developed and maintained in accordance with generally accepted accounting principles (GAAP).

To prepare the budget, CapMetro uses a zero-based budgeting concept. Each year, expenses must be justified to the president and chief executive officer, the deputy chief executive officer, the chief financial and risk officer, the executive team and Budget staff. Revenue projections are developed based on service levels, ridership estimates and the economic outlook. CapMetro's policy is to prepare a structurally balanced budget such that estimated ongoing revenue is sufficient to fund ongoing operating expenses and to use the accumulated fund balance prudently for capital investment or one-time needs.

Budget Assumptions

Service Area

It is assumed that the service area will sustain minimal changes.

Sales Tax Rate

The sales tax rate is anticipated to remain at 1%.

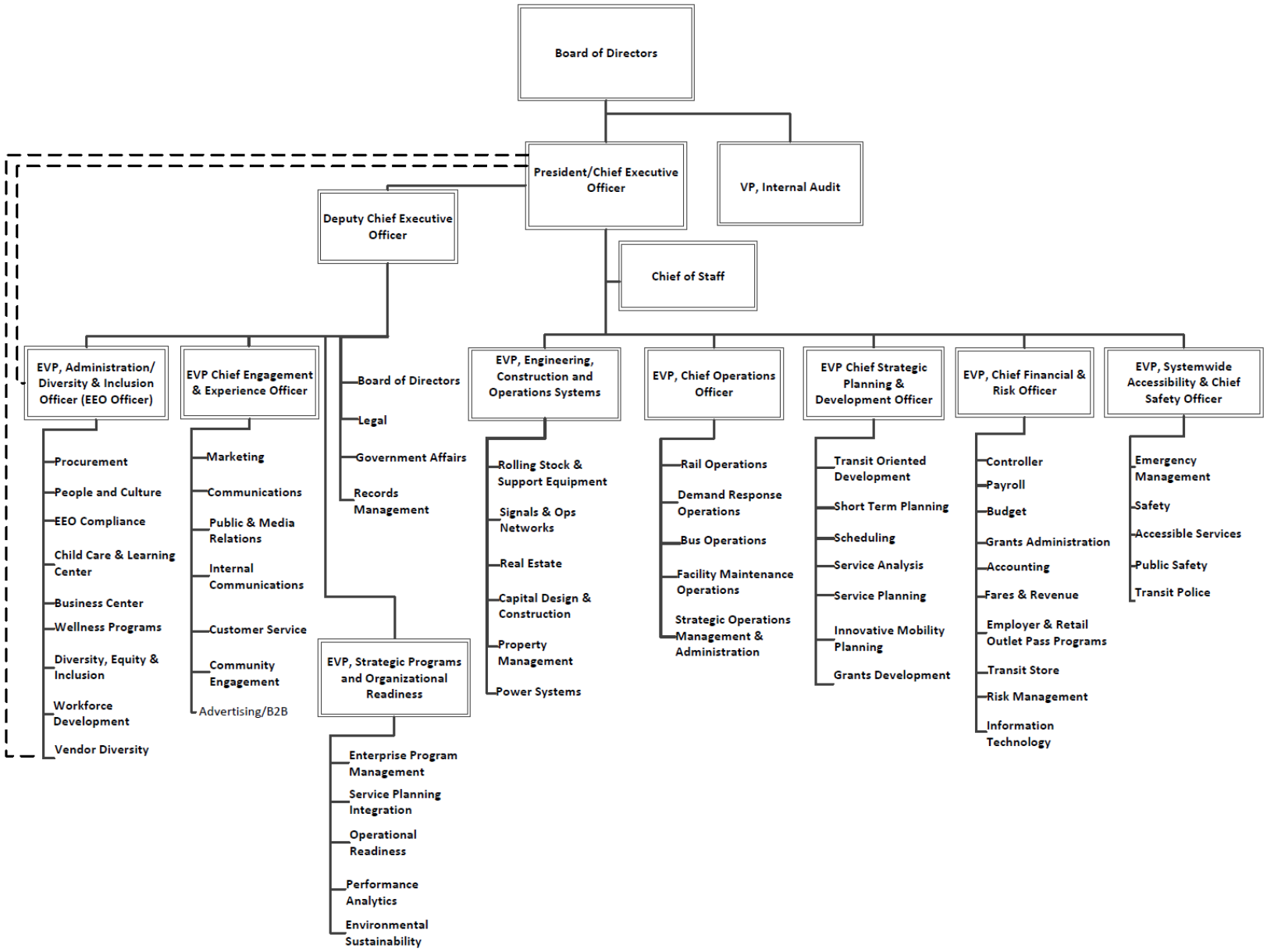
Service Levels

It is assumed that bus and rail service miles and hours traveled will be funded at budgeted levels.
Further details are available in the Financial and Service Summary section.

Staffing Levels

The Full-Time Equivalent (FTE) Staffing Chart shows the staffing levels by department, which will increase by a combined 36 FTEs in FY2023 and FY2024. FY2023 additions totaled 24 and the remaining 12 are planned for FY2024 to begin standing up the new Transit Police department.

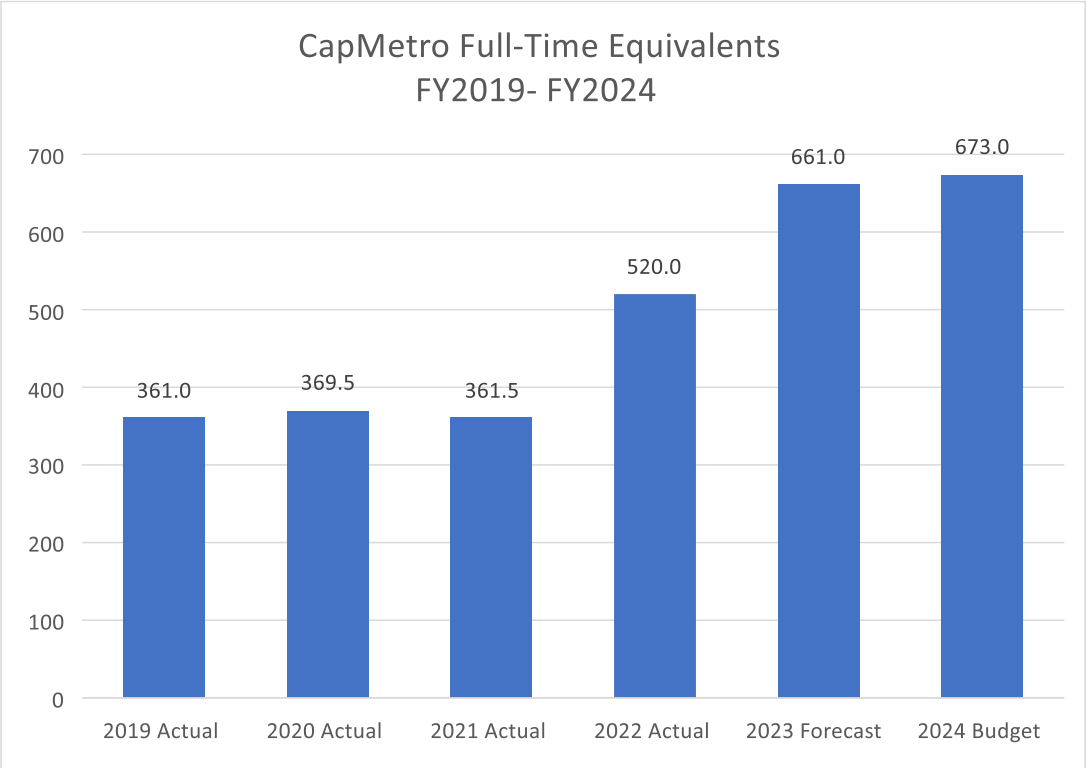
Organizational Chart



Full-Time Equivalent Staffing Chart

Department	FY2022 Actual	FY2023 Budget	FY2023 Staffing Changes	FY2024 Staffing Changes	FY2024 Budget
Board of Directors Support	1.00	1.00	-	-	1.00
Business Center	-	-	-	-	-
Capital Construction, Engineering and Design	-	-	1.00	-	1.00
Capital Design and Construction	9.00	14.00	2.00	-	16.00
CBTC Signals and Operational	-	-	1.00	-	1.00
Child Care Center	-	-	-	-	-
Community Engagement	5.50	7.50	(1.00)	-	6.50
Customer Care	16.00	18.50	(1.50)	-	17.00
Demand Response Control and Call Center	31.00	38.00	(1.00)	-	37.00
Demand Response Oversight	5.00	5.50	0.85	-	6.35
Diversity, Equity and Inclusion	2.00	5.00	1.00	-	6.00
Executive Staff	8.00	8.00	(1.00)	-	7.00
Finance	33.50	37.50	(3.00)	-	34.50
Government Affairs	1.00	5.50	-	-	5.50
Information Technology	50.50	64.50	2.00	-	66.50
Innovative Mobility	2.00	2.50	(0.15)	-	2.35
Internal Audit	3.00	3.00	3.50	-	6.50
Legal	6.50	7.50	-	-	7.50
Marketing and Communications	20.00	25.00	1.00	-	26.00
MetroBike	12.00	13.00	0.30	-	13.30
Operations and Maintenance Oversight	99.00	123.00	12.00	-	135.00
Paratransit Eligibility	9.00	12.00	-	-	12.00
People and Culture	27.00	30.50	5.00	-	35.50
Power Systems	-	-	1.00	-	1.00
Procurement	21.00	20.00	2.00	-	22.00
Project Connect	9.00	-	-	-	-
Project Connect Integration	4.00	10.00	(10.00)	-	-
Property and Asset Management	9.50	12.00	(3.50)	-	8.50
Public Facilities	18.00	28.00	(5.00)	-	23.00
Public Safety and Emergency Management	56.50	70.50	-	-	70.50
Rail Commuter Operations	8.00	11.50	-	-	11.50
Rail Freight Management	1.00	1.00	-	-	1.00
Real Estate and Facility Planning	4.00	4.00	1.00	-	5.00
RideShare	1.00	1.00	-	-	1.00
Rolling Stock and Support Equipment	-	-	1.00	-	1.00
Safety	12.00	16.50	1.00	-	17.50
Strategic Planning and Development	25.00	29.00	1.50	-	30.50
Strategic Programs and Organizational Readiness	9.00	10.00	9.00	-	19.00
Systemwide Accessibility	1.00	2.00	-	-	2.00
Transit Police	-	-	4.00	12.00	16.00
Wellness and Fitness Center	-	-	-	-	-
Total CapMetro FTEs	**520.00**	**637.00**	**24.00**	**12.00**	**673.00**

The following chart shows full-time equivalents for CapMetro from FY2019 to FY2024.



2

Financial Policies



CapMetro

Summary of Financial Policies

CapMetro is not included in any other governmental "reporting entity" as defined in Section 2100, Codification of Governmental Accounting and Financial Reporting Standards. The appointed members of the board have the authority to make policy decisions, select the president and chief executive officer of CapMetro and maintain primary accountability for fiscal matters. CapMetro is in compliance with its financial policies.

CapMetro's primary financial goal focuses on providing effective and efficient transportation services and systems to the public using a balanced budget. The financial goals of CapMetro are to:

- Operate under a balanced budget.
- Safeguard and maximize resources.

The following guidance and policies are in place to achieve these goals:

- CapMetro operates under a balanced budget. CapMetro's definition of a balanced budget is in accordance with the Texas Transportation Code, Section 451.103.
- CapMetro utilizes the zero-based budgeting concept.
- Capital assets are recorded at cost and are depreciated over their useful life using the straight-line method.
- Fixed assets for capitalization and financial reporting purposes are purchased items that have a useful life of more than one year, are of a tangible nature and have a value of $5,000 or more, net cost, not including trade-ins or any taxes, licenses.
- Sales tax revenue is accrued monthly based on information provided by the Texas Comptroller of Public Accounts.
- CapMetro funds its capital improvements with sales taxes and grants, primarily from the Federal Transit Administration (FTA). Revenue is recognized when all eligibility requirements have been met. The grantor retains a reversionary interest in the capital asset over the estimated useful life of that asset.

Per policy, CapMetro will establish accounting practices that conform to generally accepted accounting principles as set forth by the authoritative standard-setting body.

An annual audit will be performed by an independent certified public accounting firm and an annual comprehensive financial report shall be issued no later than six months following the end of the fiscal year.

The independent certified accounting firm shall report the results of the annual audit to the board's Finance, Audit and Administration Committee no later than 60 days after the issuance of the annual comprehensive financial report. The chief financial officer shall be responsible for establishing processes to ensure timely resolution of audit recommendations, if applicable.

CapMetro shall provide its annual share of contributions to retirement plans in accordance with actuarial recommendations.

Investments shall be made prudently in conformance with CapMetro's Investment Policy and state statute.

All grants and other federal and state funds shall be managed to comply with the laws, regulations and guidance of the grantor.

A five-year financial forecast shall be prepared annually projecting revenue and expenditures. The forecast shall be used as a planning tool in developing the following year's budget and five-year capital improvement plan.

A financial forecast that spans a longer planning horizon shall be prepared at least every five years, or more frequently if dictated by changing conditions or priorities. The long-range financial forecast shall be developed in conjunction with CapMetro's comprehensive service plan development to evaluate whether estimated funding sources are sufficient to address service priorities over the planning period.

The board shall adopt a budget for the coming fiscal year as required by Section 451.102 of the Code, and a five-year capital improvement plan as required by Section 451.135, no later than its September board meeting. As required by statute, the proposed budget will be made available for public review at least 14 days prior to the board meeting.

Budget accountability rests primarily with individual departments. Department directors and the Finance department shall review budget variances on a monthly basis. Significant budget variances will be further evaluated by the Finance department, the respective department director and business unit vice president to determine whether remedial action is required. If remedial action is required, the Finance department will make recommendations to the Chief Executive Officer, the Deputy Chief Executive Officer and the Chief Operating Officer to address the variance.

Section 451.103 of the Code states that an agency may not spend on operations in excess of the total amount specified for operating expenses in the annual operating budget. CapMetro maintains budget control at the departmental level for purposes of operational spending. Section 451.133 of the Code states that an agency may not spend for capital improvements in excess of the total amount allocated for major capital expenditures in the annual budget. CapMetro maintains budget control at the project level for capital expenditures.

CapMetro is in compliance with its financial policies.

Reserves and Contingencies Policy

CapMetro will maintain the following reserve and budgetary contingency accounts in addition to any cash balances that must be maintained to support current spending requirements. CapMetro management will report quarterly to the board of directors and annually as part of the budget development and long-range planning processes the reserve and budgetary contingency balances and any significant changes to the balances.

- A statutory operating reserve equal to at least two months of operating expenses. The prior fiscal year's actual audited operating expenses will be used when calculating the allocation. The statutory operating reserve is to be used at the discretion of the board only if the board considers the expenditure necessary to address circumstances that could not have been planned or anticipated. Expenditures from the reserve should provide temporary financing for emergencies or unforeseen extraordinary needs.

- A capital project reserve equal to at least 10% of the five-year annual average capital expenditure of the adopted Five-Year Capital Improvement Plan, but not less than $2 million. The capital reserve is

to be used at the discretion of the board or the chief executive officer for needed capital costs not already included in CapMetro's budget for a given year.

- A budgetary operating contingency account equal to 2% of the prior fiscal year's actual operating expenses, but not less than $1 million. The operating contingency account is to be used at the discretion of the board or the chief executive officer to provide for unforeseen needs that arise during the year, including new service needs that are identified after the budget process. Transfers to and from the contingency account of $150,000 or more are to be reported to the board of directors quarterly.

- A self-insurance reserve equal to at least 25% of the prior fiscal year's actual claim payments. The self-insurance reserve is to be used at the discretion of the board only to fund claims not already included in CapMetro's budget for a given year.

- A budget stabilization reserve ("rainy day fund") equal to one month of annual average operating expenses. The budget stabilization reserve is to be used at the discretion of the board of directors, in times of unexpected revenue shortfall caused by events such as significant economic downturns.

- The $10 million sustainability capital fund was established in FY2022 to support CapMetro's sustainability vision plan.

- A $7 million facility master plan reserve fund was established in March 2022 as CapMetro addresses one of the largest needs of the agency. An additional $23 million was added during FY2022 and an additional $30 million contribution in FY2023 bringing it up to a total of $60 million, which was utilized for the purchase of a future headquarters facility at 3100 East 5th Street in August 2023.

- In March 2022, a regional partnership with small-member cities and a one-time $10 million transit-supportive infrastructure fund was established.

- Additional reserves may be created by the agency to set aside funds for specific future purposes. These reserves are to be used at the discretion of the chief executive officer.

CapMetro is in compliance with its reserve and contingency policy.

Summary of Debt Policy

Debt: Section 451.352 of the Texas Transportation Code authorizes an authority to issue bonds at any time and for any amounts it considers necessary or appropriate for the acquisition, construction, repair, equipping, improvement or extension of its transit authority system with the following conditions:

- The board, by resolution, may authorize the issuance of bonds payable solely from revenue.

- Bonds, any portion of which is payable from taxes, may not be issued until authorized by a majority of the votes received in an election ordered and held for that purpose.

- CapMetro's bonds may be sold at a public or private sale as determined by the board to be more advantageous.

- The board, by resolution, may issue short-term bonds secured from revenue or taxes received if the debt has a term not exceeding 12 months, and the bond is payable with taxes or other revenue

received on or after the date of issuance and before the end of the fiscal year following the fiscal year during which the bonds were issued.

- CapMetro may not issue short-term debt (less than 12 months in duration) or bonds secured by the revenue of the agency to finance the purchase, acquisition, construction, operation or maintenance of a fixed-rail transit system without a voter referendum.

Pension Obligation Bonds: Section 451.139 of the Transportation Code gives CapMetro the authority to issue bonds in the amounts necessary for managing or funding retiree pension benefit obligations for pension plans existing as of January 1, 2011, and that result from the competitive bidding of transit services required by Section 451.137. The use of this bonding authority is strictly limited, and it is the board's policy to use the authority only in a manner that is consistent with the original intent of the law and only at such a time as it can be justified in terms of the long-term financial sustainability of CapMetro.

Contractual Obligations: Chapter 271, Subchapter A of the Local Government Code authorizes CapMetro to execute, perform and make payments under a contract with any person for the use or the purchase or other acquisition of personal property, or the financing thereof. This provision specifically applies to the purchase or lease of personal property or for financing the acquisition of personal property, such as vehicles. Projects involving purchases of real property or improvements to real property cannot be financed using contractual obligations under state law.

- The contract must (1) be on terms considered appropriate by the board, (2) be in the form of a lease, a lease with an option or options to purchase, an installment purchase or any other form considered appropriate by the board, including that of an instrument that would be required to be approved by the Texas Attorney General, provided that contracts in such form must be approved by the attorney general, (3) be for a term approved by the board and contain an option or options to renew or extend the term and (4) be made payable from a pledge of all or any part of any revenues, funds or taxes available to CapMetro for its public purposes.

- Subject only to applicable constitutional restrictions, the board may obligate taxes or revenues for the full term of a contract for the payment of the contract. The contract may be for any term not to exceed 25 years.

Lease Financing: Lease obligations may also be considered appropriate for financing capital. Lease financing should be considered when determined to be more beneficial, either economically or from a policy perspective. Factors to be considered and evaluated include the useful life of the capital, the terms and conditions of the lease, market convention and the impact on debt capacity and budget flexibility.

The primary goal of the board is to minimize the use of debt and to use debt financing prudently when it is utilized. CapMetro will keep outstanding debt within the limits prescribed by state law and at levels consistent with its creditworthiness objectives. CapMetro will maintain debt service coverage ratios consistent with the best practices for local government debt issuance. At a minimum, the debt service coverage ratio for financial planning purposes will be set at an average coverage ratio of two times net revenue over annual debt service costs. The debt-to-net-revenue coverage ratio will be calculated and presented to the board annually and included in CapMetro's Annual Comprehensive Financial Report.

CapMetro is in compliance with its debt policy.

Summary of Fare Policy

Purpose

The purpose of this policy is to establish goals, objectives and guidelines to assist CapMetro's board and staff in making decisions regarding adjustments to fares. All such decisions will also be made in accordance with CapMetro's enabling legislation, Texas Transportation Code Section 451, as amended, and FTA fare requirements including 49 Code of Federal Regulations (CFR) section 609 for reduced fares. When considering increasing or restructuring fares, CapMetro will conduct a comprehensive review of ways to reduce costs and increase ridership and the corresponding effects on farebox recovery, to minimize the effects of fare changes on customers. CapMetro's fare recovery ratio remained relatively stable at close to 6% over the last three fiscal years.

Goal

The goal of this fare policy is to support CapMetro's overall strategic mission to provide quality public transportation choices for our community that meets the needs of our growing region. To accomplish this mission, CapMetro must develop and use its resources in a manner that ensures sustainable business growth.

Fare Policy Review

CapMetro will review its fare policy and pricing annually with the expectation that fares may need to be adjusted to keep pace with the increase in the cost of transit operations. Generally, fare changes will become effective in conjunction with service changes in January or August. Recommendations for fare adjustments will be developed in conjunction with the budget process for the following fiscal year. No fare increases are planned during FY2024.

CapMetro is in compliance with its fare policy.

Current Fare Structure

Fare Type	Local	Local Equifare	Local Reduced	Commuter	Commuter Equifare	Commuter Reduced	CapMetro Access
Single Ride	$1.25	$1.00	$0.60	$3.50	$3.00	$1.75	$1.75
Day Pass	$2.50	$2.00	$1.25	$7.00	$6.00	$3.50	None
7-Day Pass	$11.25	None	None	$27.50	None	None	None
31-Day Pass	$41.25	$33.00	$20.60	$96.25	$77.00	$48.10	$46.50

Additional Passes	
CapMetro Access 10-Ride Ticket Booklet	$17.50
CapMetro Access Monthly Pass	$46.50
Stored Value Card ($20.00 value)	$20.00
Stored Value Card ($40.00 value)	$40.00

Local: CapMetro Bus, High-Frequency routes, UT Shuttle, CapMetro Rapid and Pickup.

Commuter: CapMetro Rail and CapMetro Express (Commuter passes are also valid on all Local services).

Reduced Fares are available to qualified riders with a CapMetro Reduced Fare ID. Seniors 65 and older, Medicare cardholders, active-duty military personnel and people with disabilities may obtain the ID for $3.00 from the CapMetro Transit Store and is valid for two years.

Fare Capping: A pay-as-you-go system to reduce or "cap" customer spending on fares in a day or month.

Equifare: A discounted fare category for income-eligible customers.

Kids 18 and younger ride free on all CapMetro services.

CapMetro Access Monthly Passes are valid for all Local and Commuter services. Customers riding Local or Commuter services with a valid CapMetro Access Monthly Pass also need a valid CapMetro issued CapMetro Access ID.

CapMetro Access Single Ride and 10-Ride Ticket Booklets are valid only for CapMetro Access services. The tickets are not valid for Local or Commuter services.

Metro RideShare program provides eligible groups of four to 12 people with a month-to-month vanpool lease agreement including maintenance, insurance, 24-hour roadside assistance and a fuel purchasing program. The cost of a MetroRideShare vanpool varies and is based on vehicle selection, commute distance and number of riders sharing the monthly vanpool lease, plus fuel and tolls. Groups must either start or end their trip within the CapMetro service area. CapMetro provides a monthly subsidy to offset the monthly lease of the vanpool vehicle. CapMetro will provide ½ the cost of the monthly lease agreement paid directly to the vanpool service provider.

Expense Policies

Expenditure Accountability

All invoices are reviewed on multiple levels. Monthly and quarterly reports that provide operational accountability are provided to department directors, the executive team and the board. Capital project budgets and progress are monitored and reported to the department directors, the senior management team and the board at predetermined intervals. CapMetro has an Internal Audit department that reports directly to the board and is an independent source of objective advice.

Income Taxes

CapMetro is a political subdivision of the state of Texas and is not subject to income taxation.

Procurement Policy and Procurement Methods

CapMetro's Procurement department is responsible for purchasing all required goods and services in accordance with sound public contracting policies and procedures. These policies are designed to provide timely delivery of goods and services, quality customer service and savings through:

- Obtaining the most competitive market price to meet or exceed the agency's needs.
- Maintaining effective and user-friendly processes and systems.
- Building strategic partnerships with internal customers.
- Obtaining maximum value from supplier relationships.
- Providing education tools for procurement teams, customers and suppliers.

CapMetro is in compliance with its procurement policy, which is entitled “Acquisition Policy.”

CapMetro uses a variety of procurement methods. Selecting the best method is dependent on several factors. One important factor is estimated price. Small purchases expected to cost less than $50,000 are purchased via CapMetro's “small purchases” method of procurement. Other infrequently used procurement methods include sole source, emergency procurements and statement of qualifications for statutory professional services that must comply with the Texas Professional Services Act.

Micro Purchases

Purchases less than $10,000 are micro-purchases and can be completed without securing competitive quotes if the price is fair and reasonable. Procurement staff and employees using purchasing cards for micro-purchases are required to equitably distribute the purchase of like goods and services among qualified suppliers. Micro-purchase procedures may not be used for construction contracts with a value of $2,000 or more.

Request for Quotes

A request for quotes (RFQ) is used when a good or service is expected to cost between $10,000 and $50,000. A brief description of the item is provided to vendors, who submit written quotes to CapMetro by an established deadline. Whenever possible, CapMetro distributes an RFQ through PlanetBids, a third-party solicitation distribution website. Vendors can register with PlanetBids and receive a free subscription. Registered vendors will automatically receive notification of CapMetro solicitations that match their profile.

Large Purchases

Purchases in excess of $50,000 require more comprehensive methods than those used for small purchases. These purchases are solicited using a full and open competitive process to allow all prospective bidders an opportunity to do business with CapMetro. Special efforts are made to make the vendor community aware of CapMetro's requirements. Solicitations are advertised in newspapers and transit

industry publications, and CapMetro distributes solicitation notifications to registered vendors on PlanetBids.

Occasionally, if it is deemed to be in the best interest of the Authority, we may utilize state and local governmental cooperatives. These cooperatives use procurement methods that are in full compliance with all federal and state best practices for full and open competition.

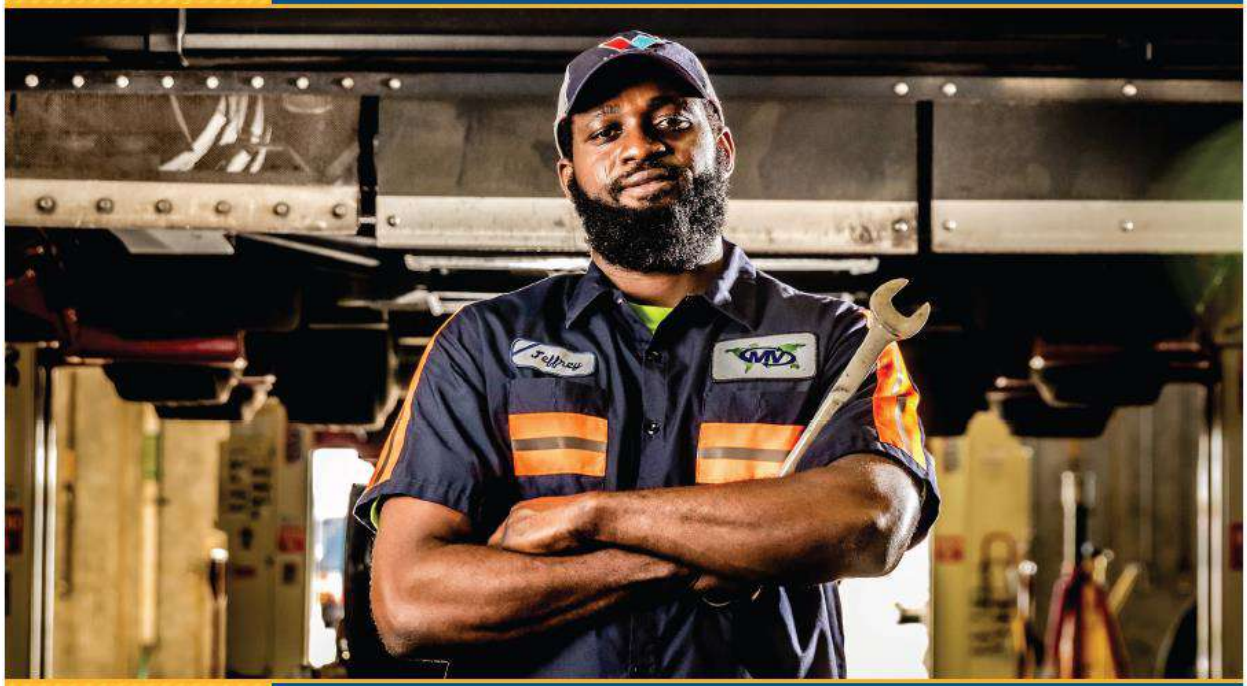
The basic types of procurement methods used for large purchases are invitation for bids (IFB) and request for proposals (RFP). Generally, goods/commodities are procured via IFB, and services through RFP. The solicitation includes a detailed purchase description and/or statement of work, contractual terms and conditions, and instructions on how to submit an offer. Solicitations generally remain open for 30 days.

For IFBs, CapMetro awards contracts to the responsive and responsible bidder offering the lowest price. A bid is responsive if it meets all the material requirements of a solicitation. A bidder is responsible if it can demonstrate the capacity and willingness to meet the requirements (e.g., proper equipment, manpower, financial resources and technical expertise). An award is made to the “low bidder” only if the bidder meets both tests of responsiveness and responsibility.

For RFPs, awards are not based on price alone but include additional weighted factors of importance specified in the solicitation. An independent evaluation team reviews the proposals submitted, and the vendor/contractor offering the best value to the Authority is selected.

For each solicitation, CapMetro assigns a contract administrator as the primary point of contact. In addition, a conference is generally scheduled well in advance of the bid/proposal submission deadline so vendors may obtain clarification. Information contained in the proposals or concerning the number or identity of offerors is unavailable to the public or CapMetro staff members who do not have a legitimate need to know prior to the recommendation of award of a contract. After evaluation of all offers, CapMetro awards a contract. Contracts in the amount of $150,000 and above require approval by CapMetro's board of directors.

3 Financial and Service Summary



CapMetro

Fund Balance, Reserves and Contingency Requirements

Sound governmental financial practices require the accumulation and maintenance of funds to help stabilize the budget when needed or to accumulate funds for future spending requirements. An entity's accumulated fund balance provides funds that may be needed to address shortfalls that can occur periodically, such as temporary cash flow shortages, emergencies, global pandemics or other unforeseen events. These balances also help provide funding for long-term capital needs. Through years of responsible budgeting and prudent fiscal management, CapMetro is in a strong financial position with fully-funded reserves. These reserves will provide financial resiliency and the funding needed to deliver transit services to the community and ensure that a stable financial position is maintained coming out of the recent economic crisis. In FY2022, CapMetro completed a comprehensive assessment of its transit assets and developed a long-range financial forecast that includes a funding framework for the systematic replacement of assets.

Senate Bill 650 was passed by the Texas Legislature in 2011. This legislation requires CapMetro to establish a reserve account in an amount equal to or greater than actual operating expenses for two months. The amount held in reserve shall be adjusted annually based on CapMetro's actual operating expenses for the 12 months immediately preceding the adjustment. This reserve account is referred to as the "statutory operating reserve."

In FY2023, CapMetro's budget met the operating reserve requirements set forth by the Texas Legislature. The statutory operating reserve account is fully funded at $48.0 million based on the FY2022 Annual Comprehensive Financial Report and is expected to increase to approximately $71.2 million in FY2024 as depicted in the table that follows. CapMetro established the statutory operating reserve account on September 1, 2016. The reserve amount will be adjusted annually when audited financial information becomes available. In addition to the statutory operating reserve, the board approved an operating contingency account to be funded at a minimum of $1 million each year.

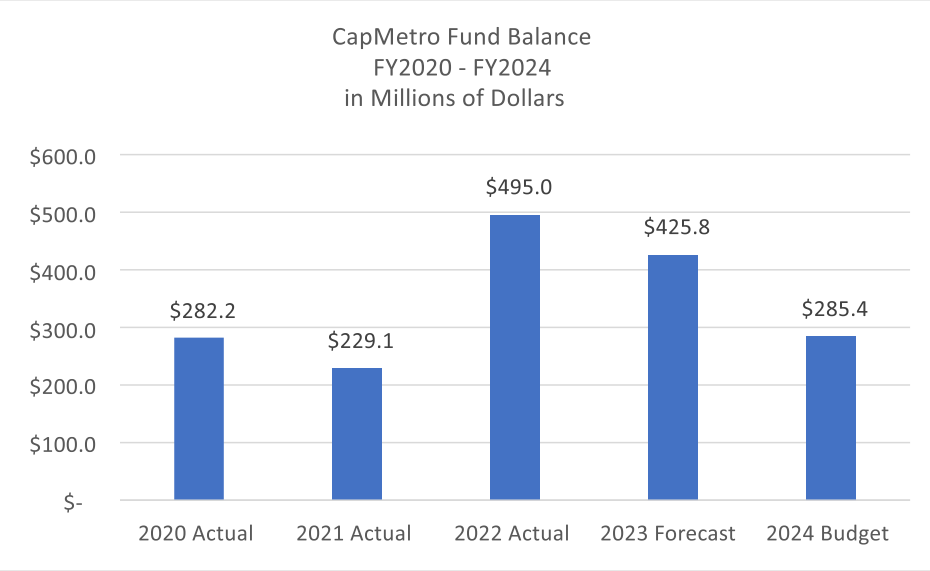
CapMetro set aside funding to help provide for critical needs including a capital expansion fund of $60 million between FY2018 and FY2021 that was transferred to the Austin Transit Partnership (ATP) to be used for implementation of the Project Connect System Plan. CapMetro has also budgeted additional amounts to contribute to the ATP for the Project Connect System Plan of $30.0 million in FY2023 and $20.6 million in FY2024.

While sales tax receipts were increasing, CapMetro began funding a budget stabilization reserve in FY2016. This reserve was approved by the board in 2010 and was established to set aside excess revenue for use in times of unexpected revenue shortfall caused by emergencies or economic downturns. The reserve was fully funded at the targeted one month of annual average operating expenses in FY2018. In FY2024, the budget stabilization reserve is expected to increase to approximately $35.6 million. Projections are depicted in the table that follows. A new sustainability capital fund of $10 million was created in FY2022 for the purpose of supporting the new CapMetro Sustainability Vision Plan and future projects that are developed from the plan. The budget also includes a self-insurance reserve of approximately $1.7 million, a reserve of $3.7 million to fund estimated commitments beyond FY2023 under interlocal agreements with the city of Austin for mobility programs. The operating budget includes $1.5 million in appropriations for potential billings from the city of Austin in FY2023. In March FY2022, CapMetro created a Facility Master Plan Reserve Fund of $7 million increased by $23 million during FY2022 and an additional $30 million in FY2023 bringing it up to a total of $60 million, which was utilized for the purchase of a future headquarters facility at 3100 East 5th Street in August 2023. A Small Cities Transit Supportive Infrastructure Fund of $2.3 million has also been set aside.

FY2024 Projected Ending Fund Balance:

Projected Beginning Balance	**$425,758,839**
FY2024 Projected Activity:	
+ Revenue	730,671,142
- Operating Expenses	427,453,204
- Interlocal Agreements	12,029,774
- Contribution to Austin Transit Partnership	20,600,000
- Capital Projects	410,950,712
= Projected Beginning Balance	**$285,396,291**
Breakdown of Ending Balance:	
Statutory Operating Reserve Requirement	71,242,201
Budget Stabilization Reserve	35,621,100
Facility Master Plan Reserve Fund	0
Sustainability Capital Fund	10,000,000
Small Cities Transit Supportive Infrastructure Fund	2,262,998
City of Austin Mobility Programs	3,734,990
Self-Insurance Reserve	1,716,327
Funding for 5-Year Capital Improvement Plan	160,818,675
Projected Beginning Balance	**$285,396,291**

The following chart depicts the history and a projection of ending fund balance for five fiscal years.



Revenue by Category

The following schedule summarizes FY2024 revenue projections by category and shows the increase or decrease compared to the FY2023 Budget. The schedule also depicts FY2022 actual revenue, as well as FY2023 forecast revenue. Sales tax revenue represents the primary source of revenue for CapMetro, contributing approximately 54.3% of the total revenue budget.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
Sales Tax	$366,924,492	$371,011,156	$379,652,453	$396,736,814	$25,725,658	6.9%
Passenger Revenue	15,240,344	17,636,362	17,230,520	18,591,722	955,360	5.4%
Freight Railroad Revenue	6,773,719	6,831,803	6,651,900	6,701,074	(130,729)	(1.9%)
Miscellaneous Revenue	6,884,757	7,138,744	4,959,609	6,835,899	(302,845)	(4.2%)
Operating Contributions and Grants	214,263,893	132,926,925	85,906,573	91,140,574	(41,786,351)	(31.4%)
Capital Grants - Federal	8,057,913	81,999,520	28,842,549	74,330,752	(7,668,768)	(9.4%)
Capital Grants - State	—	5,463,163	2,672,569	3,067,594	(2,395,569)	(43.8%)
Other Capital Contributions	44,379,738	158,910,779	55,225,032	133,266,713	(25,644,066)	(16.1%)
Total Revenue	**$662,524,856**	**$781,918,452**	**$581,141,205**	**$730,671,142**	**($51,247,310)**	**(6.6%)**

Factors Affecting Revenue

Sales Tax Revenue

Sales tax represents the largest component of CapMetro's total revenue. Sales tax revenue can fluctuate significantly from year to year since collections are directly related to economic conditions. For FY2024, sales tax revenue is budgeted at $396.7 million, 6.9% above the amount budgeted in FY2023 due to favorable sales tax trends. FY2023 forecasted sales tax collections are $379.7 million, or 2.3%, more than originally budgeted.

Sales tax is levied on the sale, lease or rental of all taxable goods and services within the CapMetro service area. Certain foods and drugs as well as governmental purchases are exempted from sales tax. For FY2024, sales tax revenue is budgeted at 4.5% above the FY2023 forecast.

Passenger Revenue

In total, $18.6 million is projected in passenger revenue with a continued gradual increase of ridership projected. Included in the passenger revenue category are payments from the University of Texas (UT) for shuttle and bus services for their students, faculty and staff with revenue estimated at $7.0 million. No fare increase is planned for FY2024.

Revenue from Metro RideShare, CapMetro's vanpool service is expected to continue recovering with total revenue estimated at $1.1 million in FY2024. CapMetro projects 206 vanpools by the end of FY2024 and has 153 vanpools in service as of June 2023.

Freight Rail Revenue

In June 2015, the board approved a contract with Watco Companies, LLC, for freight operations and maintenance services on CapMetro's railroad. The contract provides for a base period of 20 years with six five-year options and Watco assumed complete operation of the assigned services on October 1, 2015. The contract includes a revenue-sharing component, under which CapMetro will receive 16.5% of gross revenue each year. In FY2024, CapMetro's share of gross revenue is expected to be approximately $5.4 million based on estimated shipping activity. As the owner of the railroad, CapMetro will continue to be responsible for certain capital investments, such as its bridge replacement program.

In January 2005, the United States Congress enacted the Railroad Track Maintenance Tax Credit — section 45G of the U.S. Tax Code. The 45G tax credit is a federal income tax credit for track maintenance conducted by short lines and regional railroads in the United States. The credit is equal to 40% (down from 50% in previous years) of qualified track maintenance expenditures and other qualifying railroad infrastructure projects estimated to an annual amount of approximately $435,600.

The remainder of the freight rail revenue includes approximately $824,000 and is related to licenses and fees associated with the use of CapMetro's railroad right-of-way.

Miscellaneous Revenue

Revenue in this category includes $2.4 million of lease income, $800,000 in interest earnings, $1.7 million in purchased transportation agreement revenue, $1.3 million projected in advertising revenue on CapMetro buses and $486,000 from fees generated at the Child Care Center.

Operating Contributions from Grants

Grants are typically the second largest component of CapMetro's total revenue. CapMetro uses its grant funding for eligible operating and capital activities. The majority of grant funding contributed to operating activities is provided through the FTA. CapMetro has projected $68.8 million of its Urbanized Area Formula (Section 5307) program funds for FY2024 and FY2023 carryover. For public transit agencies that operate in urban areas with a population greater than 1 million, the use of Section 5307 grants for operations is restricted to specific categories of expenses, primarily related to capital consumed for service or maintenance, special services required by the Americans with Disabilities Act (ADA), and mobility management.

Other operating expenses that will be reimbursed by federal grants during FY2024 include $900,000 for Transit-Oriented Development, $750,000 for Equitable Transit-Oriented Development, $750,000 for Earmark Training Expense and $949,500 for Bus Automation project.

Capital Grants

CapMetro receives grant funding through a variety of grant programs for various capital projects. These projects include new CapMetro Rapid lines, new buses, facilities and rail infrastructure improvements. Some of the federal grant funds are apportioned to CapMetro annually by the FTA under a prescribed formula. One example is the Grants for Buses and Bus Facilities Formula Program (Section 5339(a)). CapMetro programs its annual Section 5339(a) funds to replace buses that have exceeded their minimum useful life. The State of Good Repair Program (Section 5337) is another formula grant CapMetro receives annually. It programs the funds for rail maintenance and rehabilitation projects to maintain a state of good repair. In FY2024, CapMetro also plans to allocate amounts from its FY2023 and FY2024 Urbanized Area Formula Program (Section 5307) apportionment toward revenue vehicle replacements.

Other grants have been awarded to CapMetro for specific capital projects at the discretion of the funding agency instead of by formula. Discretionary grants will provide revenue for various capital projects in FY2024 the largest of which will be the development of the Expo Center and Pleasant Valley CapMetro Rapid lines which are Project Connect program initiatives partially funded by the FTA's Capital Investment Grant Program. Other capital projects funded by discretionary grants awarded through both federal and state agencies include double tracking for commuter rail optimization in East Austin through the U.S. DOT Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program, a demand response operations and maintenance facility replacement and expansion through the FTA's Bus and Bus Facilities Competitive Program (Section 5339(b)), Low or No Emission Vehicle Program (Section 5339(c)), replacement of a rail bridge in the East Subdivision through the Federal Railroad Administrations Consolidated Rail Infrastructure and Safety Improvements (CRISI) program, and preliminary engineering for grade separating N. Lamar Boulevard and the CapMetro Rail Red Line and redesign of the N. Lamar Blvd. and Airport Blvd. intersection through the Federal Highway Administration's Surface Transportation Block Grant (STBG) program.

CapMetro continues to pursue other grant opportunities to maximize transit benefits available to the region. Because many of these grant programs are highly competitive, capital grant projections only reflect grants for projects that have already been awarded or for project selections that have been announced.

Other Capital Contributions

Other capital contributions include $97.6 million from the Austin Transit Partnership for reimbursement of projects within the Project Connect program sequence plan.

Types of Grants

Most of CapMetro's grants are provided through programs authorized in legislation and administered by the Federal Transit Administration (FTA), one of 10 modal administrations within the U.S. Department of Transportation. The FTA's most recent authorizing legislation is the Bipartisan Infrastructure Law or BIL (enacted as the Infrastructure Investment and Jobs Act (Pub. L. 117-58)), signed into law on November 15, 2021, and effective on October 1, 2021. The BIL reauthorized federal public transportation program funding for FY2022 through FY2026. It provides a significant increase (approximately 67%) in annual funding for public transportation in comparison with the period authorized in the previous authorization, the Fixing America's Surface Transportation (FAST) Act (P.L. 114-94) of 2015. CapMetro benefits from the following major programs administered by FTA including:

Urbanized Area Formula Grant (Section 5307)

The Urbanized Area Formula Program (Section 5307) provides annual grants to U.S. Census designated urbanized areas (UZAs) for public transportation capital, planning, job access and reverse commute projects. These funds constitute a core investment in the enhancement and revitalization of public transportation systems in the nation's UZAs, which depend on public transportation to improve mobility and reduce congestion. This grant funding is apportioned using factors that are specified in the law. The UZA was apportioned approximately $45.1 million in Section 5307 grant funds for FY2023. As the Designated Recipient of Section 5307 funds, CapMetro sub-allocated approximately $1 million to the city of Round Rock and appropriated the rest for CapMetro services. CapMetro estimates $45.6 million will be apportioned to the Austin, TX UZA in FY2024 and will sub-allocate $1 million to the city of Round Rock. These funds will be applied to eligible operating expenses including but not limited to preventive maintenance, special services required by the Americans with Disabilities Act, safety-related activities and capital outlays for revenue vehicle replacement.

Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310)
The Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) program is intended to enhance mobility for seniors and persons with disabilities by providing funds for programs to serve their special needs. Since it became the designated recipient for this program in 2014, CapMetro has been responsible for administering Section 5310 funds apportioned to the Austin UZA. In FY2023 $1.58 million was apportioned to the Austin UZA and CapMetro estimates a similar amount will be apportioned in FY2024. CapMetro has established a competitive project selection process to award grants for projects carried out by sub-recipients. Although most Section 5310 projects are awarded to local nonprofit agencies, CapMetro uses a portion of the funds for its own activities including program administration, mobility management and for operating assistance for specific transit services.

State of Good Repair Grants Program (Section 5337)
The State of Good Repair Grants Program (Section 5337) provides capital assistance for maintenance, replacement and rehabilitation projects of high-intensity fixed guideway and bus systems to help transit agencies maintain assets in a state of good repair. This grant funding is apportioned annually to states and urbanized areas with fixed guideways and high-intensity motorbus systems in service for at least seven years. The CapMetro Rail Red Line has been in service since FY2010, making it eligible for these funds. In FY2023, CapMetro was apportioned $4.6 million and has budgeted a similar amount for FY2024. The funds will be used for activities that maintain the MetroRail in a state of good repair.

Bus and Bus Facilities Formula and Discretionary Grants (Section 5339)
The Bus and Bus Facilities Formula (Section 5339(a)) program provides funding to replace, rehabilitate and purchase buses, related equipment, and bus-related facilities. This grant funding is apportioned annually to states and urbanized areas using factors that are specified in the law. CapMetro was apportioned approximately $2.7 million in Section 5339(a) grant funds for FY2021 and has budgeted a similar amount for FY2022. These funds will be used to acquire new buses to replace vehicles that have exceeded their useful lives in terms of years and/or miles of service.

In addition to the formula bus program, the FAST Act established two programs, the Bus and Bus Facilities Competitive (Section 5339(b)) program and the Low or No Emission Vehicle (Section 5339(c)) program, for projects selected through an annual competitive process. Section 5339(b) grants may be awarded to states and transit agencies to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities. The competitive allocation provides funding for major improvements to bus transit systems that would not be achievable through formula allocations. In FY2017, CapMetro in partnership with the Capital Area Rural Transportation System (CARTS) was awarded $11.2 million to implement a bus replacement project. Most of the buses acquired by CARTS and a portion of those acquired by CapMetro under this award were delivered in FY2019. A portion of the grant remains available for replacement of CapMetro buses used for CapMetro Express services.

Section 5339(c) include grants awarded for the purchase or lease of zero-emission and low-emission transit buses as well as acquisition, construction, and leasing of required supporting facilities. Under this program, CapMetro was awarded $2.3 million in FY2019 and $2.26 million in FY2020 to replace diesel buses with battery-electric buses and evaluate the performance and interoperability of various technology providers and platforms.

Capital Investment Grant Program (CIG)
The Capital Investment Grant (CIG) Program is a discretionary funding program for the construction of new fixed-guideway public transportation systems and the expansion of existing systems. Eligible projects include transit rail, including subway/elevated rail (heavy rail), light rail and commuter rail, as well as bus rapid transit (BRT) and ferries. There are three categories of eligible projects under the CIG program: New Starts, Small Starts and Core Capacity. Federal transit law requires transit agencies seeking CIG funding to complete a series of steps over several years. The law requires projects to be rated by FTA at various points in the process according to statutory criteria evaluating project justification and local financial commitment. Project sponsors must successfully complete each step and receive a minimum evaluation

rating before FTA commits federal funds for the projects. CapMetro is pursuing CIG funding to implement several projects associated with the Project Connect System Plan. On February 7, 2023, CapMetro executed two Small Starts Grants Agreements with FTA for construction of the Expo Center CapMetro Rapid ($30.9 million) and the Pleasant Valley CapMetro Rapid ($34.7 million) lines. Both are currently under construction.

Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Program
The Rebuilding American Infrastructure with Sustainability and Equity, or RAISE Discretionary Grant program, provides a unique opportunity for the DOT to invest in road, rail, transit and port projects that promise to achieve national objectives. Previously known as the Better Utilizing Investments to Leverage Development (BUILD) and Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grants, Congress has dedicated nearly $14.3 billion for fifteen rounds of National Infrastructure Investments to fund projects that have a significant local or regional impact.

In each application period, DOT receives hundreds of applications to build and repair critical pieces of our freight and passenger transportation networks. The RAISE program enables DOT to examine these projects on their merits to help ensure that taxpayers are getting the highest value for every dollar invested. The eligibility requirements of RAISE allow project sponsors at the State and local levels to obtain funding for multi-modal, multi-jurisdictional projects that are more difficult to support through traditional DOT programs. In FY2023 CapMetro was awarded $18 million in RAISE program funds to undertake a commuter rail optimization project. The project will fund the design, engineering, and construction of double tracks along the existing Red Line from Onion Street in the west to E. Timbes in the east. The project also includes a second station platform at Plaza Saltillo, signalization, positive train control (PTC) modifications, safer railroad crossings at five locations, construction of new active transportation infrastructure between Chicon and Pedernales, and the reconfiguration of 5th Street.

Other Grants
CapMetro monitors and pursues other FTA grant opportunities to maximize transit benefits available to the region. Recent efforts have resulted in great success. For example, four CapMetro projects have been selected over five rounds of funding under the FTA's Pilot Program for Transit-Oriented Development (TOD) Planning grant program with awards ranging from $600,000 to $900,000. The funds have been used to conduct planning studies focused on maximizing land use and transportation development for various transit corridors. In FY2022, CapMetro was awarded $780,100 under the FTAs Route Planning Restoration Program. The funds will be used for workforce development activities including training, recruitment, and retention of transit personnel. In FY2023, two CapMetro projects were selected for Community Projects/Congressionally Directed Spending funding. Appropriations included $4.169 million for electric vehicle charging infrastructure (Congressman Doggett), and $3.3 million for wheelchair-accessible vehicles at the North Austin ADA Paratransit Base (Congressman Sessions).

Grants from other Federal agencies have also been critical to the successful implementation of CapMetro projects. The Federal Railroad Administration (FRA) awarded more than $2.3 million under the FRAs Consolidated Rail Infrastructure and Safety Improvements (CRISI) program to replace the Walnut Creek Bridge on the East Subdivision short line railroad. In FY2023, CapMetro executed an advanced funding agreement with the Texas Department of Transportation for $4.6 million in Federal Surface Transportation Program (Federal Highway Administration) funding for environmental studies and preliminary engineering design of a CapMetro Rail Red Line grade separation project at North Lamar and Airport Blvd. Also, the Federal Emergency Management Agency (FEMA) awarded $120,000 to CapMetro for cybersecurity and information infrastructure.

In recent years, state grants have also been an important source of funds. The Texas Commission on Environmental Quality (TCEQ) has awarded more than $11.1 million to CapMetro through various grant programs including the Emissions Reduction Incentive Grant (ERIG) and Texas Clean Fleet Program (TCFP), and the Alternative Fueling Facilities Program (AFFP). These TCEQ funds have provided financial

assistance for replacing old buses with new buses, including zero-emission, battery-electric buses and associated infrastructure to reduce pollution emissions.

Operating Expenses by Category

The following schedule summarizes FY2024 operating expenses projections by category and shows the increase or decrease compared to the FY2023 Budget. The schedule also depicts FY2022 actual expenses, as well as FY2023 forecast expenses. Purchased transportation services represent approximately 47.6% of the total operating budget.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
Labor and Benefits	$62,883,052	$84,039,438	$83,188,317	$92,164,790	$8,125,352	9.7%
Professional Services	38,621,465	60,523,924	46,822,858	68,945,277	8,421,353	13.9%
Materials and Supplies	6,973,234	18,680,180	17,373,793	17,636,027	(1,044,153)	(5.6%)
Fluids	10,893,665	16,427,077	16,426,030	15,276,103	(1,150,974)	(7.0%)
Utilities	3,548,476	4,294,444	4,536,523	5,447,939	1,153,495	26.9%
Insurance	407,339	987,585	954,634	689,400	(298,185)	(30.2%)
Purchased Transportation	166,319,548	182,817,566	200,570,642	209,091,610	26,274,044	14.4%
Other	3,715,851	13,266,542	6,661,784	11,982,828	(1,283,714)	(9.7%)
Interest Expense	172,881	—	—	—	—	0.0%
Lease and Rent	2,292,667	6,434,609	6,326,196	6,219,230	(215,379)	(3.3%)
Interlocal Agreements	51,958,279	10,287,720	10,282,043	12,029,774	1,742,054	16.9%
Total Operating Expenses, including Interlocal Agreements	**$347,786,457**	**$397,759,086**	**$393,142,820**	**$439,482,978**	**$41,723,892**	**10.5%**

Factors Affecting Operating Expenses

Labor and Benefits

FY2024 labor and benefits increase by $8.1 million or 9.7% and include a net increase of 24 full-time positions during FY2023 and 12 additional positions in FY2024, primarily due to standing up the new Transit Police department, the return of seconded employees from the Austin Transit Partnership, and additional People and Culture, Capital Construction Engineering and Design, Facilities Management, Internal Audit, Procurement, Strategic Programs and Organizational Readiness and Information Technology personnel. The budget also includes funding for performance-based salary increases for CapMetro employees, estimated at an average 4% increase, a one-time across-the-board market 3% increase adjustment and a one-time compression/equity increase for hourly workers driven by the recently implemented living wage adjustments.

Funding for healthcare claims is projected based on current claims utilization, national medical trends and increases in eligible participants. CapMetro's overall benefits expense is flat in FY2024 from FY2023 with rising health care costs offset by an anticipated decrease in pension expense. CapMetro offers premium and cash incentives to help manage health care costs by encouraging employees and spouses to complete health risk assessments and biometric testing. The goal is to help participants identify any potential health issues proactively. The medical plan network discounts through United Healthcare (UHC) were 65.8% with local providers, which also contributes to controlling costs. In addition to these discounts, UHC offers wellness, health education and disease management programs for participants. CapMetro also has an on-site wellness and fitness program. Estimated employer costs related to two pension plans are included in this category.

Professional Services

External services are needed for various operational and planning purposes in FY2024. These services include various planning studies, software and hardware contracts, security services, bus repair and maintenance, janitorial and landscaping services, and building maintenance. In FY2024, budgeted costs will increase by approximately $8.4 million compared to the FY2023 Budget. This is primarily driven by repair and maintenance, additional software contract expenses and consultation fees.

Materials and Supplies

The budget is forecasted to decrease by $1.1 million. This is attributable to a decrease in estimated bus maintenance materials and associated freight charges.

Fluids

The budget for fluids consists primarily of funding for diesel fuel, but also includes gasoline and is estimated to decrease by approximately $1.2 million from the prior year due to fewer miles traveled. Diesel fuel costs are projected at an average per gallon with taxes of $2.60 for FY2024. Approximately 75% of the FY2024 projected diesel consumption is secured through a fuel hedging program. During FY2023, CapMetro incurred average fuel prices closer to $2.40 per gallon for diesel, including taxes.

Purchased Transportation

Purchased transportation costs are expected to increase by approximately $26.3 million. An increase of $12.8 million is projected for bus services due to the rise in pass-through expenses for operations, maintenance and other functions from the service provider to CapMetro, including the startup of Expo Center and Pleasant Valley CapMetro Rapid lines. Demand Response Paratransit is increasing by $3.9 million. CapMetro Rail increases by $4.1 million driven by an increase of 27% in planned hours. Pickup increases by $5.6 million due to a rise of 28% in estimated hours.

Other Operating Expense

The FY2024 other operating expense budget is projected to decrease by approximately $1.3 million due to reclassifying computer hardware and software expense to Professional Services.

Lease and Rent

The FY2024 budget includes a slight decrease of $200 thousand in lease and rent expenses.

Interlocal Agreements

CapMetro entered into an interlocal agreement with the city of Austin, which was amended in April 2010, to pay the city its pro-rata share of 25% of CapMetro's one-cent sales tax from 2001 to 2004 in consideration for the city to carry out transportation mobility projects approved by CapMetro. The amount is payable annually based on eligible expenditures incurred during the previous fiscal year. The Austin City Council approved an allocation for the funding under this interlocal agreement and plans to begin moving forward with a revised list of priority projects. Accordingly, costs in FY2024 are expected to be slightly higher compared to FY2023, and $2 million is budgeted for this mobility program compared to $1.5 million in the FY2023 Budget. CapMetro has also set aside estimated funding in a separate reserve account so that funds will be available beyond FY2024 as the city continues to work on these project priorities. In addition,

this category includes funding for the expanded Build Central Texas Program for transportation projects in suburban communities that support transit in the amount of $7.9 million.

Budget Summary

The table below summarizes CapMetro's structurally balanced budget for FY2024 and includes projected funding and expenses.

Budget Summary

Funding	**FY2024**
Sales Tax	$396,736,814
Passenger Revenue	18,591,722
Freight Railroad Revenue	6,701,074
Miscellaneous Revenue	6,835,899
Operating Contributions and Grants	91,140,574
Capital Grants - Federal	74,330,752
Capital Grants - State	3,067,594
Other Capital Contributions	133,266,713
Fund Balance	140,362,548
Total Funding	**$871,033,690**

Expenses	**FY2024**
Operating Expenses	$427,453,204
Capital Project Expense	410,950,712
Austin Transit Partnership Contribution	20,600,000
Interlocal Agreements	12,029,774
Total Expenses	**$871,033,690**

Debt Amortization

CapMetro paid off all outstanding debt in FY2018, accumulated no additional debt since then and has no borrowing projected in the FY2024 budget. As part of the planning effort for Project Connect funding sources, CapMetro obtained a credit rating in FY2019. S&P Global Ratings ("S&P"), a leading national rating agency, assigned an issuer credit rating of AA- to CapMetro with a stable outlook. In its report published January 28, 2019, S&P cited CapMetro's "very strong management and governance" bolstered by "prudent financial policies," "very strong liquidity position" and "extremely strong economic fundamentals" due to service area "population and employment growth" as key factors underpinning the strong credit rating.

In April 2020, S&P Global Ratings affirmed its AA- issuer credit rating on CapMetro with a negative outlook. In its report published April 29, 2020, S&P cited CapMetro's management's flexibility to adjust capital spending and operating expenses," "$147 million in unrestricted reserves as of March 2020, equal to 218 days' cash on hand, that we expect will be bolstered by an additional $102 million in federal stimulus aid received from the CARES ACT" and "no debt outstanding" as key factors for affirming its rating. S&P's negative outlook reflected an opinion that "the sudden drop in activity levels and sales tax revenues due to the COVID-19 pandemic will strain CapMetro's financial metrics over the next few months, followed by a potentially slow recovery as measures to control the outbreak become more effective and widespread, allowing for gradual improvements in overall mobility and consumer spending. In addition, a prolonged recession following the pandemic could also strain CapMetro's financial metrics over the longer term, depending on the severity of the recession."

In April 2021, S&P Global Ratings raised its issuer credit rating on CapMetro to AA from AA- with a stable outlook. In its report published April 1, 2021, S&P cited "the upgrade reflects our opinion of CapMetro's strong enterprise and financial risk profiles, as well as its significant tax support." and "the stable outlook reflects no current debt outstanding and our expectation for financial metrics to be maintained at levels consistent with the current rating" as key factors for the upgrade in its rating.

A credit rating is a measure of the risk associated with an agency's ability to repay its obligations. For transit agencies such as CapMetro, a credit rating is an independent assessment of overall financial performance and position, economic trends, ridership trends, management and governance, and debt and pension liabilities. A high credit rating of AA will allow CapMetro to borrow at low interest rates.

A rating in the AA category puts CapMetro in the top tier of mass transit entities with credit ratings from S&P.

Service Overview

CapMetro Bus

CapMetro Bus fixed-route service is the mainline service of CapMetro's transit system. CapMetro operates 59 CapMetro Bus routes, including local and cross-town routes. The transit authority operates approximately 14.1 million total bus miles over its fixed-route system. The fleet of buses provided riders with an average of 63,150 weekday boardings in FY2022, an increase over FY2021 as riders continue to return post-pandemic. CapMetro's 363 buses operate seven days a week, providing service to more than 1.3 million residents of the service area.

CapMetro Express

CapMetro Express service is a limited-stop commuter service to and from the University of Texas, the Capitol Complex, downtown and Park & Rides. Five routes serve North and Northwest Austin as well as the cities of Leander and Manor. Average weekday boardings were 388 in FY2022, an increase compared to FY2021 as riders continue to return post-pandemic.

CapMetro Rapid

CapMetro Rapid is a fixed-route service that runs along North Lamar/South Congress (Route 801) and Burnet/South Lamar (Route 803) and offers faster, more convenient service for the community. Some of the features include frequent service, limited stops, boarding from all doors, unique and upgraded stops with real-time arrival information and vehicles equipped with signal priority technology. The fleet of 55 buses carried 3.1 million riders in its eighth year of operation. Average weekday boardings were 9,140 in FY2022, an increase compared to FY2021 as riders continue to return post-pandemic.

CapMetro Rail

The CapMetro Rail Red Line runs on 32 miles of tracks between downtown Austin and Leander. The Red Line provides convenient service for suburban and Central Austin residents. Service is typically provided six days per week with increased service levels for special events. Average weekday boardings were 1,380 in FY2022, an increase compared to FY2021 as riders continue to return post-pandemic.

Pickup

Pickup by CapMetro is an on-demand transit service, introduced in June 2019, that operates in several neighborhood zones in the Greater Austin Metro Area. This service takes multiple riders heading in the same direction and schedules them into a shared vehicle. There is no set route for the service, customers can be picked up and transported anywhere within a zone, and all vehicles are wheelchair accessible. Average weekday boardings were 811 in FY2022, an increase as ridership demand continued to grow in each of the 10 existing zones.

University of Texas Shuttle

Student shuttle service is provided in partnership with the University of Texas. Nine routes provide connections between housing and the downtown campus. Routes move students between the greater UT campus area and areas with high-density student populations. Average daily ridership for full class days was 6,800 at the end of FY2022, an increase over the previous year.

Metro RideShare Program

The Metro RideShare program provides eligible groups of 5-12 people with a month-to-month lease agreement of a passenger van that includes insurance, maintenance, 24-hour roadside assistance, administrative support and fuel purchasing program. The cost of a Metro RideShare vanpool varies based on van selection, commute distance and number of riders sharing the monthly fare, plus fuel and tolls. Average weekday boardings were 882 in FY2021, a significant reduction due to the COVID-19 pandemic.

CapMetro Access

The CapMetro Access paratransit program is for people who have a disability or medical condition that limits or prevents them from independently using accessible bus service some or all of the time as defined in the Americans with Disabilities Act. People certified by CapMetro under this program may ride CapMetro Access within three-quarters of a mile of CapMetro's non-commuter fixed-route bus service on the same days and during the same hours as the fixed-route service in their area. Average weekday boardings were 1,320 in FY2021.

Suburban Service

CapMetro provides service to suburban communities within the service area such as Jonestown, Manor and Del Valle. Additional interest has been expressed by these and other communities within the CapMetro service area. In addition, CapMetro is working with jurisdictions outside the service area, including Georgetown, Round Rock, Pflugerville, Hutto, Buda and Travis County to help them plan and develop transit services. Georgetown and Round Rock began receiving transit services in August 2017. Transportation service in Round Rock is provided by CapMetro and by CARTS in Georgetown. Travis County receives transit service from both CapMetro and CARTS in the urbanized, unincorporated portions of the county. CapMetro has partnered with these jurisdictions to provide transit service through interlocal agreements where the cities reimburse CapMetro directly for the cost of service to their communities.

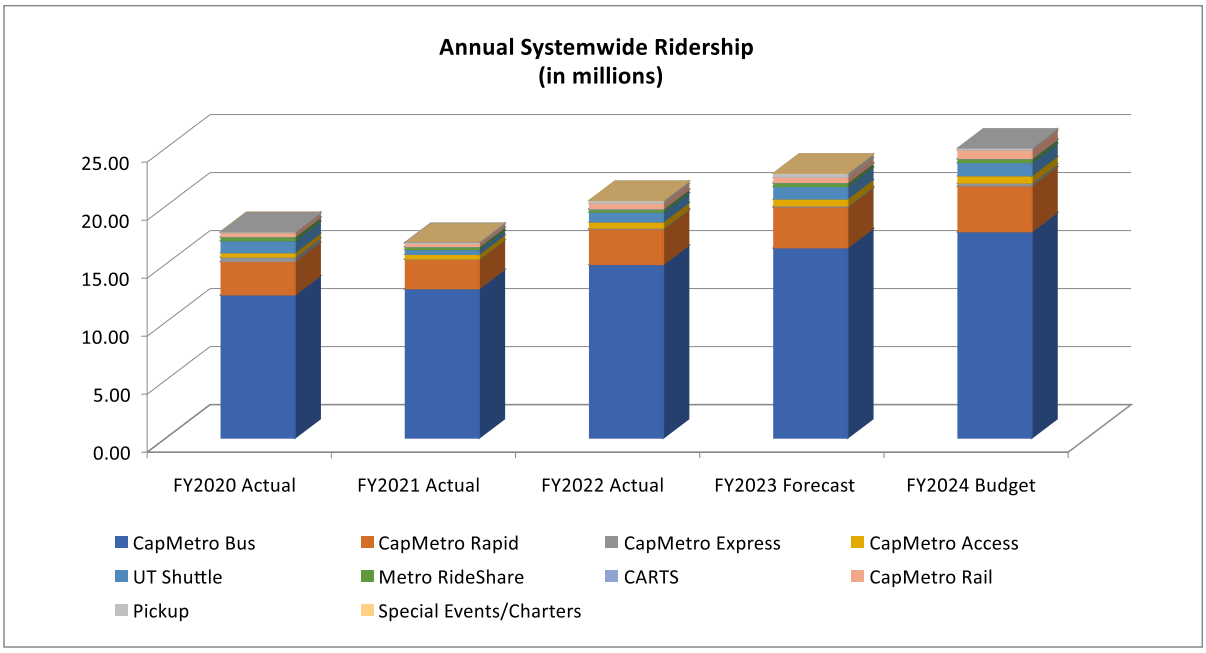
Ridership

The table below reflects ridership by mode of service and shows the increase or decrease compared to the FY2023 budget.

Mode of Service	FY2022 Actual	FY2023 Budget	FY2023 Forecast *	FY2024 Budget	Var FY2024 vs. FY2023	Var % FY2024 vs. FY2023
CapMetro Bus(1)	14,961,223	16,276,239	16,399,296	17,784,266	1,508,026	9.3 %
CapMetro Rapid(2)	3,052,354	4,088,460	3,520,638	3,947,805	(140,655)	(3.4)%
CapMetro Express(3)	88,573	197,768	103,655	252,276	54,508	27.6 %
CapMetro Access(4)	527,142	646,512	588,032	627,669	(18,843)	(2.9)%
UT Shuttle	849,786	1,139,715	1,073,468	1,136,269	(3,447)	(0.3)%
Metro RideShare	281,009	333,300	329,124	333,300	0	—
Capital Area Rural Transportation System (CARTS)(1)	9,279	12,698	11,649	14,331	1,633	12.9 %
Capital Area Rural Transportation System (CARTS) - Express(3)	10,486	13,214	13,804	13,786	572	4.3 %
CapMetro Rail(5)	473,312	534,725	455,700	727,830	193,106	36.1 %
Pickup(6)	224,850	258,478	328,249	327,780	69,302	26.8 %
Special Events/Charters	4,580	17,986	3,242	17,986	0	—
Total	**20,482,594**	**23,519,095**	**22,826,856**	**25,183,297**	**1,664,202**	**7.1 %**

* FY2023 Forecast completed in June 2023

(1) - Increase due to riders continuing to return post-pandemic. Service levels are designed to ensure consistency in delivery, ensure coverage to essential services and activity centers, and maintain on-time performance.
(2) - Decrease due to overstatement of 2023 budgeted ridership. Anticipate an increase over actuals due to riders continuing to return post-pandemic. Current service levels are designed to ensure consistency in delivery, ensure coverage to essential services and activity centers, and maintain on-time performance.
(3) - Increase due to riders continuing to return post-pandemic as businesses are requiring more workers to return to the office. Reduction in service levels from pre-pandemic levels continues and reflects major changes to commuting patterns to core downtown/university areas.
(4) - Decrease based on anticipated service demand.
(5) - Increase due to riders continuing to return post-pandemic as businesses are requiring more workers to return to the office and while service levels also remain relatively unchanged.
(6) - Increase based on anticipated service demand.



Vehicle Hours of Service

The table below reflects vehicle hours of service by mode.

Mode of Service	FY2022 Actual	FY2023 Budget	FY2023 Forecast *	FY2024 Budget	Var FY2024 vs. FY2023	Var % FY2024 vs. FY2023
CapMetro Bus(1)	1,123,292	1,204,099	1,120,021	1,153,592	(50,507)	(4.2)%
CapMetro Rapid(2)	200,442	271,755	198,452	219,261	(52,494)	(19.3)%
CapMetro Express(3)	13,755	38,834	13,646	31,564	(7,271)	(18.7)%
CapMetro Access(4)	372,952	478,272	392,742	449,856	(28,416)	(5.9)%
UT Shuttle(5)	90,176	83,502	96,907	85,206	1,704	2.0 %
Metro RideShare(6)	51,823	71,706	61,519	84,930	13,224	18.4 %
Capital Area Rural Transportation System (CARTS)	8,163	8,095	8,190	8,095	(0)	(0.0)%
Capital Area Rural Transportation System (CARTS) - Express(3)	2,986	2,820	2,903	2,030	(790)	(28.0)%
Cap MetroRail(7)	20,881	27,462	20,059	34,904	7,442	27.1 %
Pickup(8)	85,169	123,716	108,261	158,778	35,062	28.3 %
Special Events/Charters	438	5,134	759	5,134	(0)	(0.0)%
Total	**1,970,077**	**2,315,395**	**2,023,458**	**2,233,349**	**(82,046)**	**(3.5)%**

* FY2023 Forecast completed in June 2023.

(1) - Decrease due to slower return of service enhancements to frequency in concert with slower than anticipated labor force hiring and service delivery. However, service levels are designed to ensure consistency in delivery, ensure coverage to essential services and activity centers, and maintain on-time performance.
(2) - Decrease based on changes to planned introduction of new CapMetro Rapid Expo Center and Pleasant Valley services. FY2023 anticipated a June 2023 start date (4 months of fiscal calendar) which did not occur due to continuing design of end of line charging facilities. FY2024 anticipates a potential for soft-launch in mid-Fall 2023 (1 1/2 months of fiscal calendar) in mid-2024.
(3) - Decrease based on slower return of service levels from anticipated service planned for FY2023. Post-pandemic levels reflect changes to commuting patterns in core Downtown/University areas.
(4) - Decrease due to restabilizing ridership trends based on demand fluctuations post-pandemic
(5) - Increase due to minor changes to service levels for Weekdays, Sundays, Finals and Registration in Fall/Spring reflecting continued changes in student commuting patterns.
(6) - Increase reflects changes in utilization of services post-pandemic.
(7) - Increase due to projected adjustments to service levels for Weekdays and Saturdays including minor adjustments to support special event schedules (Austin FC-Q2 Stadium, Austin City Limits and South by Southwest, etc.) as conditions improve.
(8) - Increase due to introduction of new zones and adjustments to spans of service for weekdays/Saturday operation in select zones.

Vehicle Miles of Service

The table below reflects vehicle miles of service by mode.

Mode of Service	FY2022 Actual	FY2023 Budget	FY2023 Forecast *	FY2024 Budget	Var FY2024 vs. FY2023	Var % FY2024 vs. FY2023
CapMetro Bus(1)	12,773,587	13,579,274	12,770,464	12,887,727	(691,547)	(5.1)%
CapMetro Rapid(2)	2,594,731	3,321,228	2,561,515	2,810,843	(510,385)	(15.4)%
CapMetro Express(3)	323,235	816,882	321,774	674,646	(142,236)	(17.4)%
CapMetro Access(4)	5,157,929	6,744,911	5,325,191	5,848,125	(896,786)	(13.3)%
UT Shuttle(5)	934,584	872,269	1,004,610	884,083	11,814	1.4 %
Metro RideShare(6)	2,791,038	2,653,122	3,131,133	3,933,600	1,280,478	48.3 %
Capital Area Rural Transportation System (CARTS)	183,668	186,430	184,901	186,430	0	0.0 %
Capital Area Rural Transportation System (CARTS) - Express(3)	65,083	53,235	63,315	40,618	(12,617)	(23.7)%
Cap MetroRail(7)	434,830	482,354	420,541	617,069	134,715	27.9 %
Pickup(8)	838,537	1,596,413	1,181,712	1,888,822	292,409	18.3 %
Special Events/Charters	5,968	62,416	10,053	62,416	(0)	(0.0)%
Total	**26,103,190**	**30,368,534**	**26,975,209**	**29,834,378**	**(534,156)**	**(1.8)%**

* FY2023 Forecast completed in June 2023.

(1) - Decrease due to slower return of service enhancements to frequency in concert with slower than anticipated labor force hiring and service delivery. However, service levels are designed to ensure consistency in delivery, ensure coverage to essential services and activity centers, and maintain on-time performance.
(2) - Decrease based on changes to planned introduction of new CapMetro Rapid Expo Center and Pleasant Valley services. FY2023 anticipated a June 2023 start date (4 months of fiscal calendar) which did not occur due to continuing design of end of line charging facilities. FY2024 anticipates a potential for soft-launch in mid-Fall 2023 (1 1/2 months of fiscal calendar) in mid-2024.
(3) - Decrease based on slower return of service levels from anticipated service planned for FY2023. Post-pandemic levels reflect changes to commuting patterns in core Downtown/University areas.
(4) - Decrease due to restabilizing ridership trends based on demand fluctuations post-pandemic
(5) - Increase due to minor changes to service levels for Weekdays, Sundays, Finals and Registration in Fall/Spring reflecting continued changes in student commuting patterns.
(6) - Increase reflects changes in utilization of services post-pandemic.
(7) - Increase due to projected adjustments to service levels for Weekdays and Saturdays including minor adjustments to support special event schedules (Austin FC-Q2 Stadium, Austin City Limits and South by Southwest, etc.) as conditions improve.
(8) - Increase due to introduction of new zones and adjustments to spans of service for weekdays/Saturday operation in select zones.

Performance Measures

The table below is used by the board of directors to assess the agency and the Chief Executive Officer's annual performance as it relates to the main operational and financial performance measures for fiscal year 2023.

Additionally, CapMetro is working towards an agency-level "Enterprise Strategic Scorecard" and began identifying department-level Key Performance Indicators (KPI) planned to be included in the FY2025 budget document.

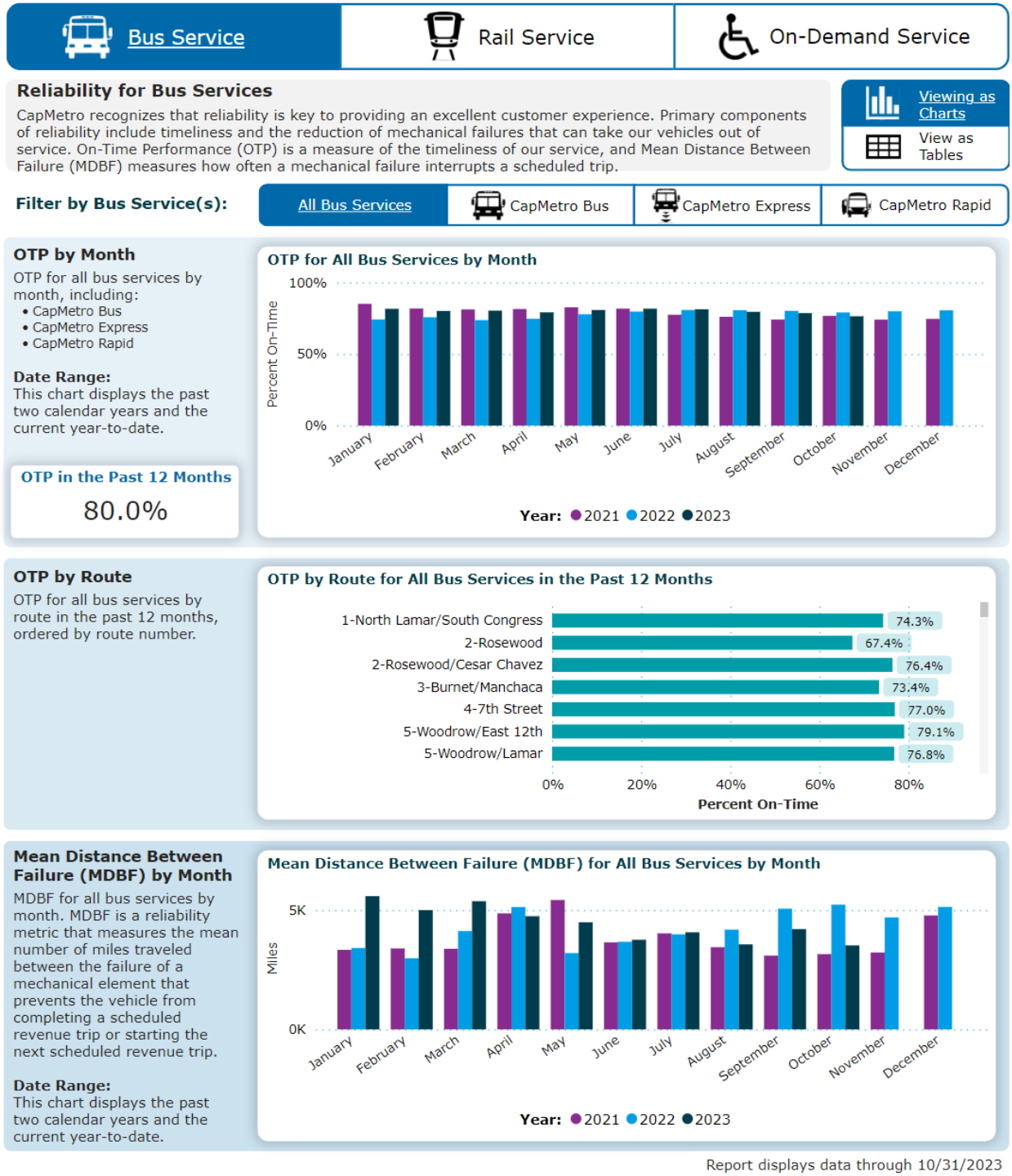
Performance Measure	FY2023 Actual	Goal	% Of Goal	FY2022 Actual	Var % FY2023 vs. FY2022
Ridership					
Overall Measure	24,172,913	25,030,290	96.57%	20,333,298	18.9%
CapMetro Bus, Rapid, Express	22,784,781	23,492,710	96.99%	19,115,305	19.2%
CapMetro Access	549,011	N/A	N/A	524,036	4.8%
CapMetro Rail	475,465	597,599	79.56%	469,073	1.4%
Pickup	363,656	N/A	N/A	224,884	61.7%
On Time Performance					
CapMetro Bus, Rapid, Express	80.2%	83.0%	96.6%	77.0%	4.2%
CapMetro Access	88.2%	92.0%	95.9%	92.4%	-4.5%
CapMetro Rail	90.7%	96.0%	95.0%	89.4%	1.5%
Pickup	73.5%	92.0%	79.89%	82.2%	-10.58%
Mean Distance Between Failures					
CapMetro Bus, Rapid, Express	4,330	5,500	78.73%	3,797	14.0%
Demand Response (CapMetro Access & Pickup)	7,947	20,000	39.74%	8,704	-8.70%
CapMetro Rail	23,267	15,000	155.1%	15,881	46.5%
Lost Time (Bus)	0.2%	1.5%	750.0%	0.6%	-66.7%
Customer Satisfaction Survey	88.0%	88%	100.0%	90%	-2.2%
Employee Turnover (CapMetro Only)	16.5%	18%	109.1%	20.9%	-21.1%
Safety					
Vehicle Collisions CapMetro Bus, Rapid, Express	0.60		N/A	0.54	11.0%
Vehicle Collisions Demand Response (Access & Pickup)	0.14		N/A	0.34	-59.0%
Vehicle Collisions CapMetro Rail	1.28		N/A	0.42	205.00%
Passenger Incidents CapMetro Bus, Rapid, Express	0.60	0.35	58.33%	0.53	13.21%
Passenger Incidents Demand Response (Access & Pickup)	0.30	0.20	66.67%	0.14	114.29%
Passenger Incidents CapMetro Rail	-	0.25	100.0%	0.00	0.0%
Disadvantaged Business Enterprise (DBE) Utilization	14.9%	22.5%	66.22%	13.5%	10.4%
Operating Expense Vs Budget (% Of Budget Spent) [(1)]	90.0%	90%-100%	100.0%	86.3%	4.3%
Capital Expense Vs Budget (% Of Budget Spent) [(1)]	49.0%	90%-100%	54.48%	19.4%	152.7%

(1) Unaudited FY2023 financial statements

CapMetro utilizes performance dashboards to provide transparency of quarterly summary activity reported to the board of directors and the public in a more efficient manner. The dashboards track on-time performance or reliability, safety incidents reported to the National Transit Database (NTD), financial revenue and expenses and ridership. Performance dashboards reside on the CapMetro website and are updated each month. They are available at capmetro.org/dashboard/.

Reliability Dashboard

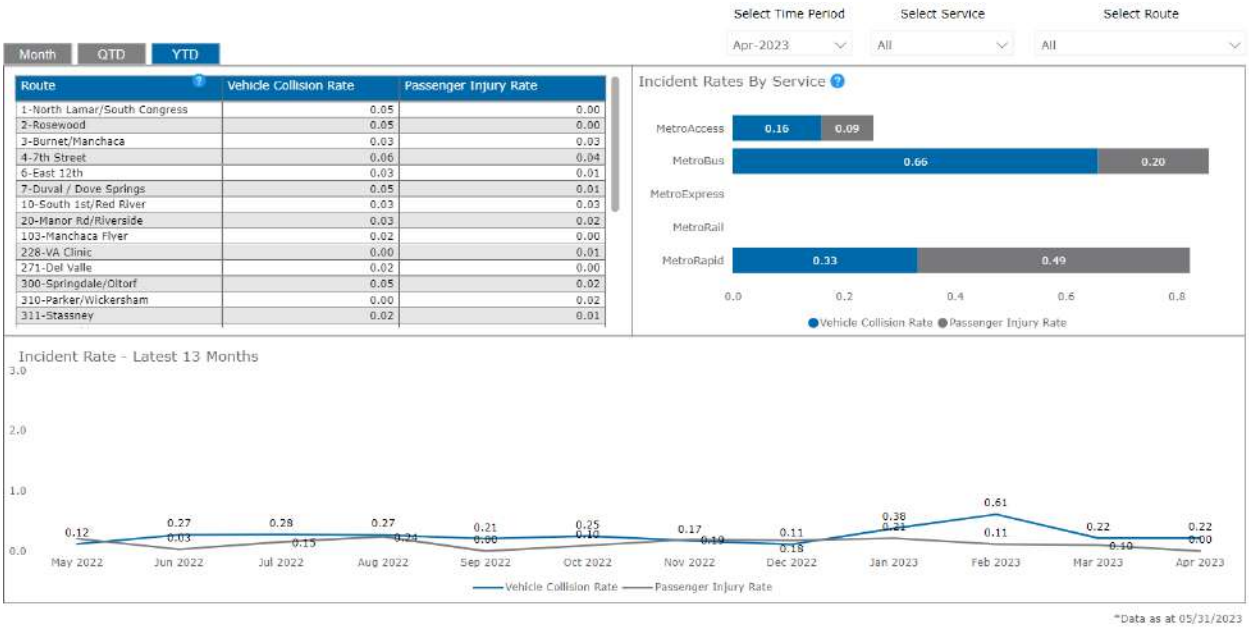
CapMetro recognizes that reliability is key to providing an excellent customer experience. Key components of reliability include timeliness and mechanical failures. Timeliness of the service is tracked as on-time performance and mechanical failure that interrupts a trip is measured as miles between road calls.



Report displays data through 10/31/2023

Safety Dashboard

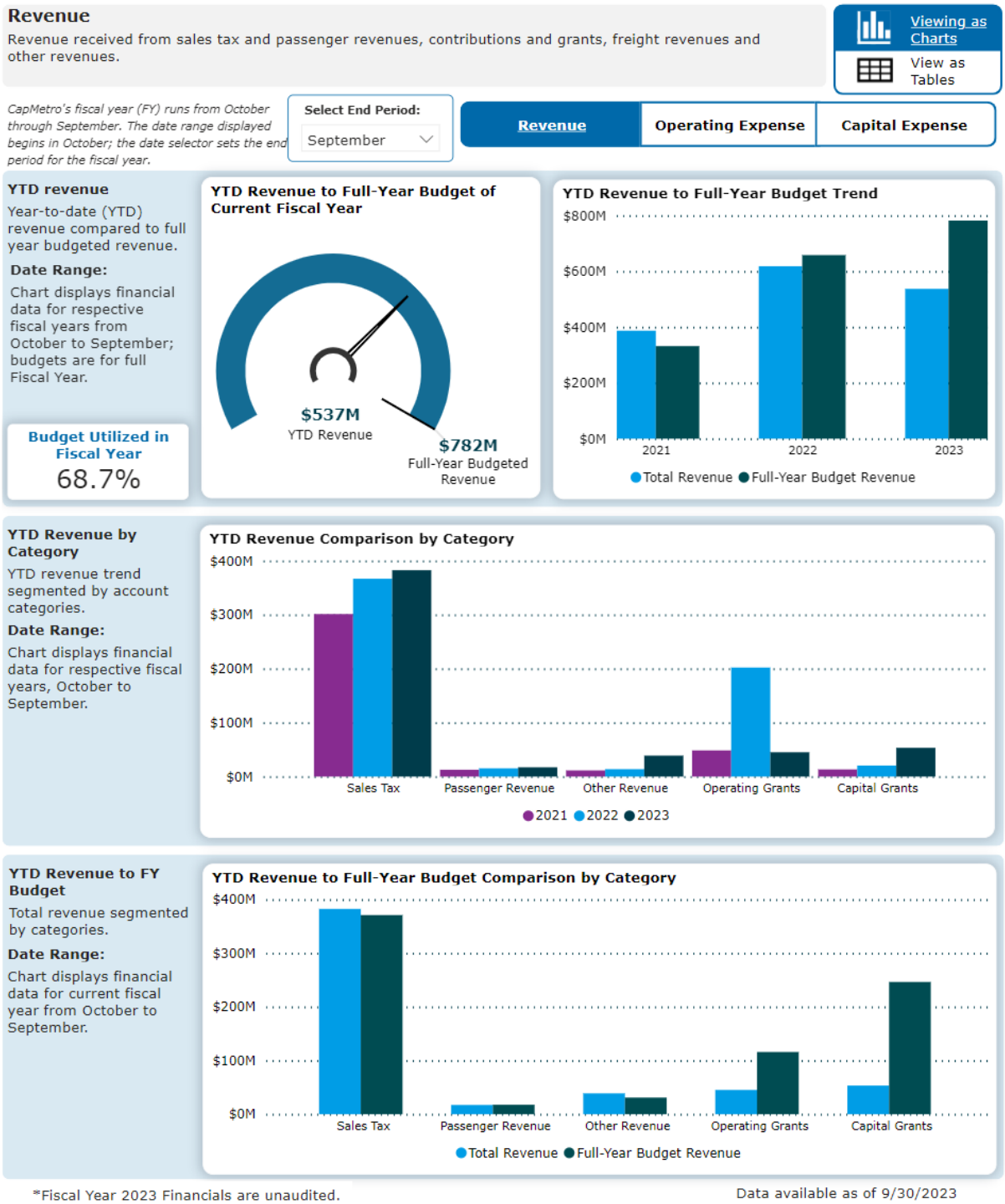
Safety is not only a priority but a core value at Cap Metro. We collect and closely analyze safety-related data that assists us in maintenance, facility repair, training, communication, change management, and hazard mitigation decisions so that we can provide our customers with the safest possible ride. Safety data below is collected in accordance with Federal Transit Administration and Federal Railroad Administration regulations.



*Data as at 05/31/2023

Finance Dashboard

The operating budget projects both operating expenses and revenues. Operating expenses include labor and benefits, professional services, materials and supplies, fuel, utilities, purchased transportation, inter-local agreements and general & administrative expenses. Revenues include sales taxes, passenger fares, freight railroad revenue, miscellaneous revenue, and operating and capital contributions and grants. CapMetro budgets for each of these on an annual basis, and then compares actual revenues and expenditures each month to the targets to ensure that we stay on track.



*Fiscal Year 2023 Financials are unaudited.

Data available as of 9/30/2023

Operating Expense

Expenditures incurred from the day-to-day business operations of providing public transportation service.

Viewing as Charts
View as Tables

CapMetro's fiscal year (FY) runs from October through September. The date range displayed begins in October; the date selector sets the end period for the fiscal year.

Select End Period: September

Revenue | Operating Expense | Capital Expense

YTD Operating Expense

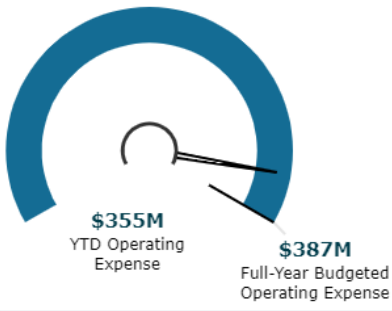
Year-to-date (YTD) operating expense compared to full year budgeted operating expense.

Date Range:

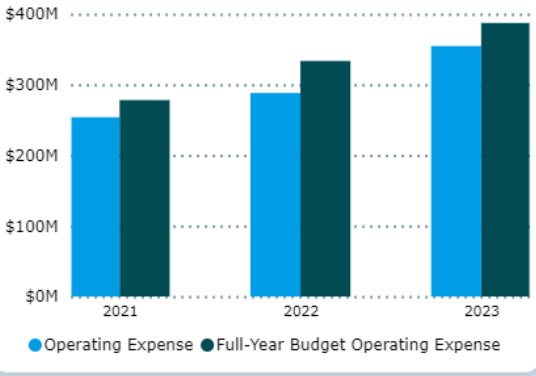
Chart displays financial data for respective fiscal years from October to September; budgets are for full Fiscal Year.

Budget Utilized in Fiscal Year
91.5%

YTD Operating Expense to Full-Year Budget of Current Fiscal Year



YTD Operating Expense to Full-Year Budget Trend



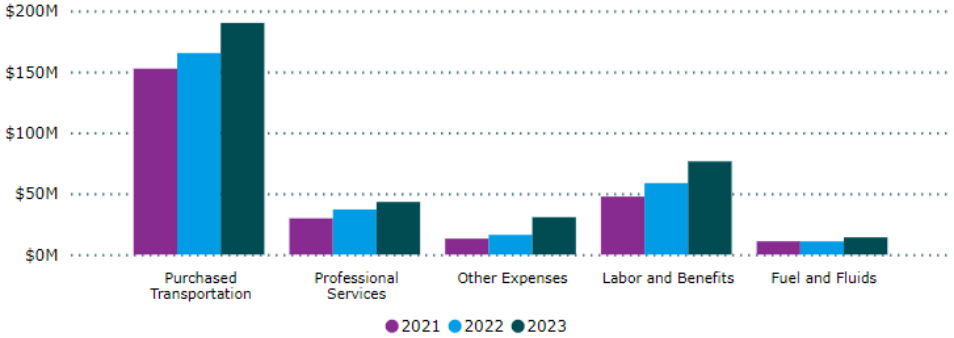
YTD Operating Expense by Category

YTD operating expense trend segmented by account categories.

Date Range:

Chart displays financial data for respective fiscal years, October to September.

YTD Operating Expense by Category



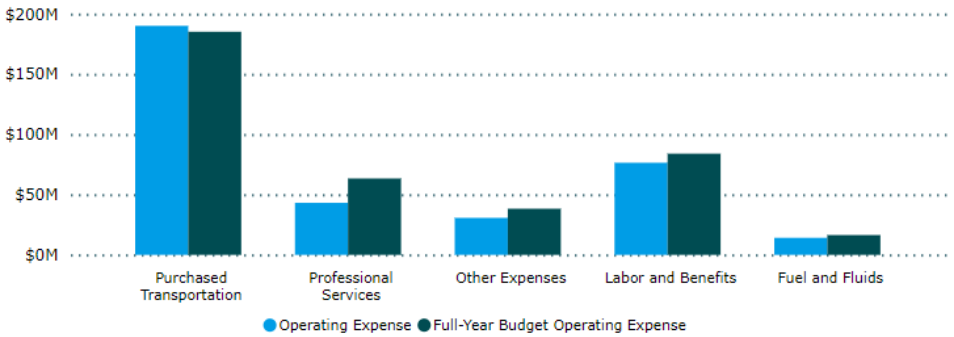
YTD Operating Expense to FY Budget

Total operating expense segmented by categories.

Date Range:

Chart displays financial data for current fiscal year from October to September.

YTD Operating Expense to Full-Year Budget Comparison by Category



*Fiscal Year 2023 Financials are unaudited.

Data available as of 9/30/2023

Capital Expense

Expenses related to purchasing a capital asset or making an improvement to a capital asset that materially increases its value or useful life.

Viewing as Charts
View as Tables

CapMetro's fiscal year (FY) runs from October through September. The date range displayed begins in October; the date selector sets the end period for the fiscal year.

Select End Period: September

Revenue | Operating Expense | Capital Expense

YTD Capital Expense

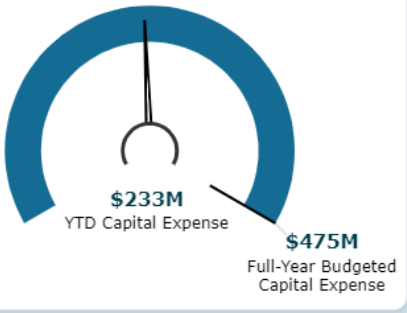
Year-to-date (YTD) capital expense compared to full year budgeted capital expense.

Date Range:

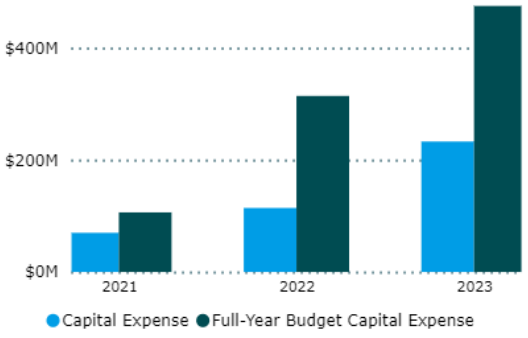
Chart displays financial data for respective fiscal years from October to September; budgets are for full Fiscal Year.

Budget Utilized in Fiscal Year
49.0%

YTD Capital Expense to Full-Year Budget of Current Fiscal Year



YTD Capital Expense to Full-Year Budget Trend



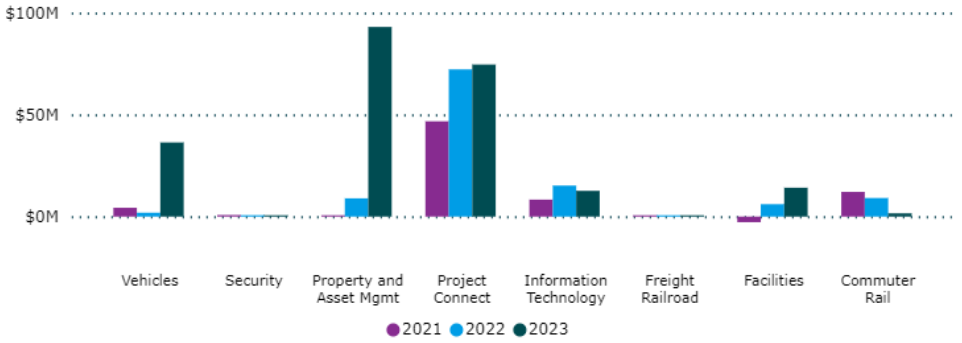
YTD Capital Expense by Category

YTD capital expense trend segmented by account categories.

Date Range:

Chart displays financial data for respective fiscal years, October to September.

YTD Capital Expense by Category



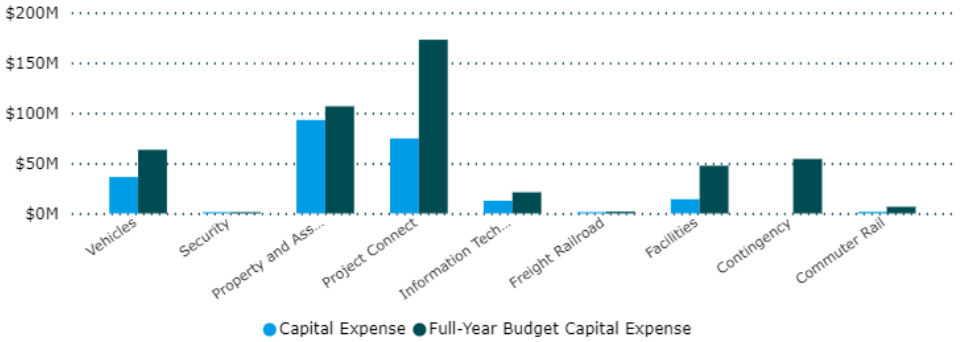
YTD Capital Expense to FY Budget

Total capital expense segmented by categories.

Date Range:

Chart displays financial data for current fiscal year from October to September.

YTD Capital Expense to Full-Year Budget Comparison by Category



*Fiscal Year 2023 Financials are unaudited.

Data available as of 9/30/2023

Ridership Dashboard

Bus Service | Rail Service | On-Demand Service

Ridership for Bus Services

The number of passengers who board CapMetro buses. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination.

Viewing as Charts | View as Tables

Filter by Bus Service(s): All Bus Services | CapMetro Bus | CapMetro Express | CapMetro Rapid

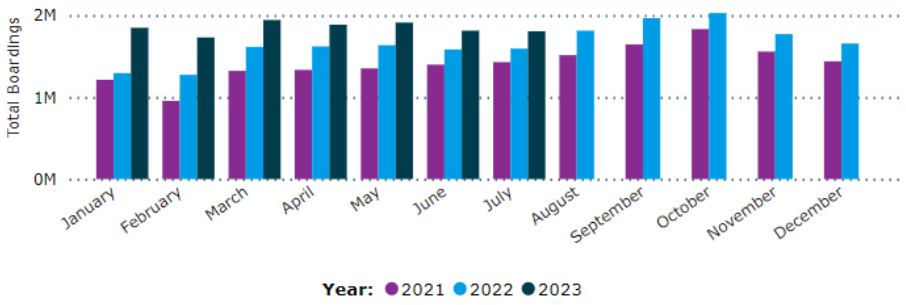
Ridership by Month

Monthly number of passengers who board all bus services, including:
- CapMetro Bus
- CapMetro Express
- CapMetro Rapid

Date Range:
This chart displays the past two calendar years and the current year-to-date.

Total Boardings in the Past 12 Months
14.6M

Boardings for All Bus Services by Month



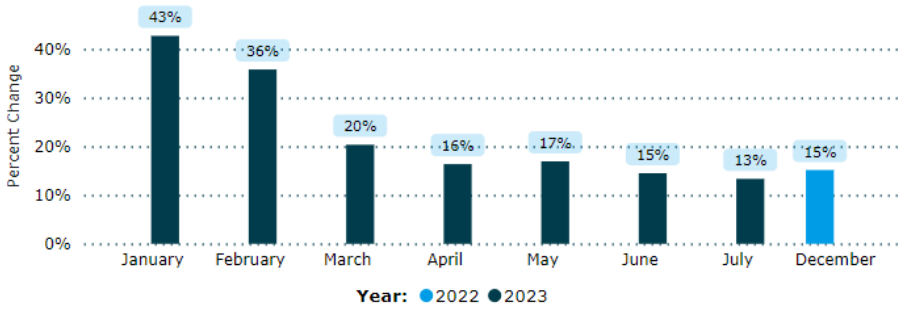
Change in Ridership

The change in the number of passengers boarding all bus services compared to the same month in the prior year.

Change in Boardings from Prior 12 Month Period
2.5M

Percent Change in Boardings from Prior 12 Month Period
21.1%

Monthly Percent Change in Boardings for All Bus Services from the Prior Year

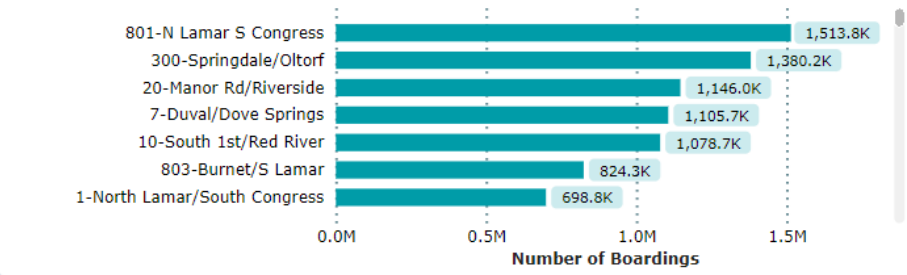


Top Routes

Routes by number of passengers boarding all bus services in the past 12 months, ordered by highest to lowest ridership.

Total Routes for All Bus Services
78

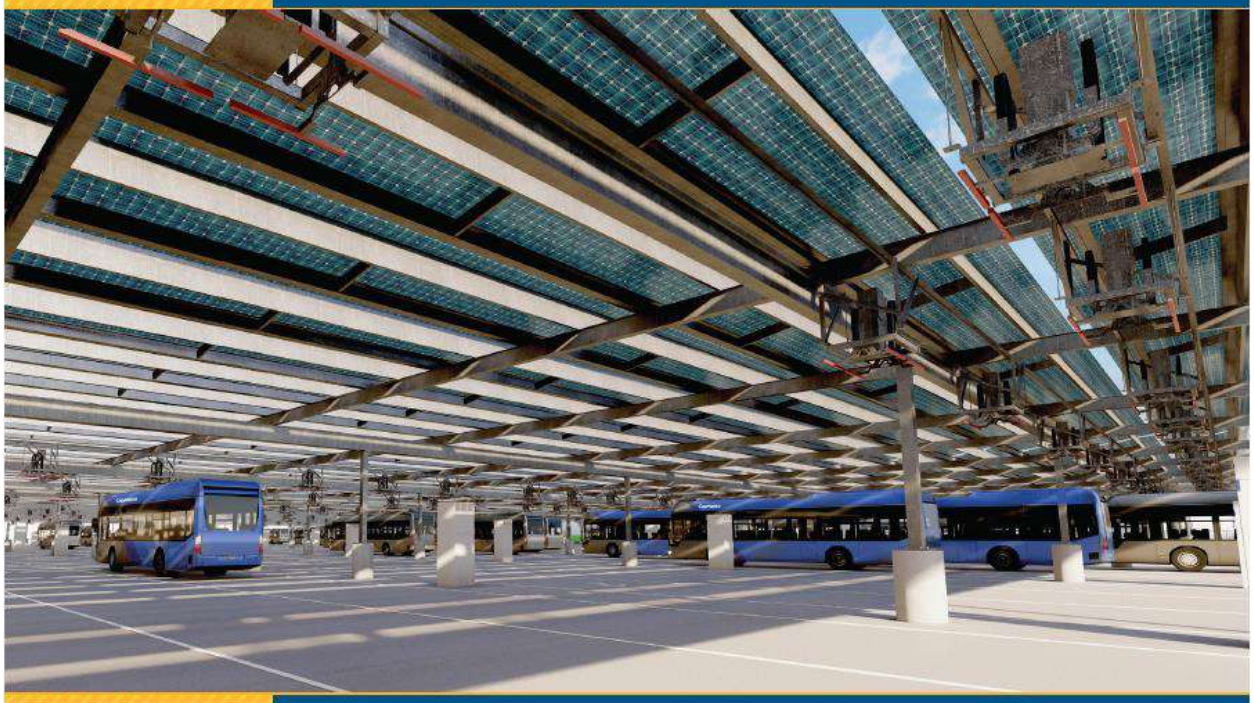
Routes by Number of Boardings for All Bus Services in the Past 12 Months



Report displays data through 11/30/2023

4

Capital Budget



CapMetro

Capital Budget

Consistent with Texas State Senate Bill 650, CapMetro prepared a five-year Capital Improvement Plan (CIP) for capital projects that support its strategic goals. The CIP is updated annually and addresses replacement and expansionary requirements for public transportation service in Central Texas. The five-year CIP describes each planned project, including project type, estimated funding sources and anticipated impact on operational costs.

CapMetro's Capital Improvement Program Policy guides funding decisions during the budget review process and subsequent reporting of progress on individual projects. CapMetro's planning process typically covers a five-year period but extends longer into the future when a major service plan update is undertaken every five years. The Capital Improvement Program policy addresses several areas, including project financing, project monitoring and criteria for prioritization of projects. The projects included in the five-year CIP were selected based upon board-approved criteria regarding project priorities. These criteria are outlined in the policy and include:

- Customer Experience – Providing innovations that improve the individual experience of customers, that make the use of CapMetro services easier and more convenient and that enhance the reliability of CapMetro services from a customer perspective.
- Environmental/Quality of Life Impact – Investing in equipment, adapting facilities or enhancing service infrastructure to support overall environmental/quality of life benefits such as improved air quality.
- Health and Safety – Ensuring the physical well-being of customers, employees and the public.
- Mandates – Ensuring compliance with federal and state mandates, such as the Americans with Disabilities Act.
- Regional Economic Development – Investing in projects that enhance the general economic development of the region, including improvements to the transportation infrastructure, the development of new and expanded business opportunities and job creation.
- Ridership – Maintaining current riders and attracting new customers.
- State of Good Repair – Maintaining the current "core business" through investments in projects that are necessary to operate the existing infrastructure or add an additional dimension/mode to existing systems and including adherence to maintenance and replacement cycles.
- Technologies/Efficiencies – Instituting improvements that can produce quantifiable operating efficiencies and make better use of resources or implementing projects that minimize additional operating expenses.
- Transit-Oriented Development – Investing in projects that stimulate the development of current property with opportunities for private investment, increased revenue and ridership and encouraging partnerships with other organizations.

Capital acquisitions represent the purchase of equipment and other assets of $5,000 or more with a useful life greater than one year.

Capital projects typically include construction, fleet acquisition or technology projects that are developmental in nature and span more than one fiscal year. Capital projects often involve two or more components of cost, e.g., equipment, labor and professional services.

CapMetro anticipates grant funding of $77.4 million in FY2024 for projects that meet eligibility requirements. Other capital contributions of $133.3 million are also anticipated for reimbursements from the Austin Transit Partnership for Project Connect related projects.

The approved capital budget for FY2024 and the five-year CIP are included in the Appendix. Project summaries, funding sources, benefits and the applicable strategic goals and objectives for each capital project summary are provided. When a planned project summary will have an impact on operating costs, the estimated impact is identified.

FY2024 Capital Projects

Project Name	FY2024 Budget
Facilities and Real Estate	
Facility Enhancements	$ 36,511,663
Facility State of Good Repair	643,750
Facilities and Real Estate Total	**37,155,413**
Information Technology Systems and Infrastructure	
Information Technology - Enterprise Systems	5,131,041
Information Technology - Infrastructure	4,325,000
Information Technology - Transit Systems	5,859,600
Information Technology Systems and Infrastructure Total	**15,315,641**
Infrastructure Development	
Bus Stop Amenities and Enhancements	9,961,201
Bus Stops - New	1,131,074
Downtown Station	1,360,625
Facility Enhancements	39,750,000
Facility Enhancements Grants and Capital Contributions	(4,169,920)
Infrastructure Enhancements	501,325
Infrastructure Enhancements Grants and Capital Contributions	(2,414,744)
Park & Ride Enhancements	3,250,000
Infrastructure Development Total	**49,369,561**
Railroad Commuter	
Railroad Commuter Enhancements	31,430,687
Railroad Commuter State of Good Repair	6,600,000
Railroad Commuter State of Good Repair Grants and Capital Contributions	(2,420,635)
Railroad Commuter Total	**35,610,052**
Railroad Freight	
Railroad Freight State of Good Repair	5,314,644
Railroad Freight State of Good Repair Grants and Capital Contributions	(578,892)
Railroad Freight Total	**4,735,752**

Project Name	FY2024 Budget
Public Safety and Emergency Management	
Public Safety and Emergency Management Equipment and Enhancements	2,001,133
Public Safety and Emergency Management Total	**2,001,133**
Project Connect	
Project Connect	183,870,969
Project Connect Grants and Capital Contributions	(183,870,969)
Project Connect Total	**-**
Vehicles	
Bus Fleet	51,111,000
Bus Fleet Grants and Capital Contributions	(17,209,899)
Non-Revenue Fleet	5,730,000
Paratransit Fleet	11,467,000
Vehicles Total	**51,098,101**
Capital Project Contingency	5,000,000
Grand Total Capital Spending	**410,950,712**
Grand Total Grants and Capital Contributions	**(210,665,059)**
Grand Total Capital Spending Net of Grants and Capital Contributions	**$ 200,285,653**

5 Long-Range Financial Plan



CapMetro

Long-Range Financial Plan
Fiscal Years 2024 to 2033

Long-Range Financial Plan Overview

The Long-Range Financial Plan (LRFP) is a 10-year plan for the Capital Metropolitan Transportation Authority that forecasts the Authority's financial resources and projected expenditures based on planned levels of service and the strategic goals of CapMetro.

The LRFP focuses primarily on the forecast of future revenue and the operating and capital expenditures of the agency. The LRFP analyzes future expenditure trends with an emphasis on the agency's negotiated purchased transportation contracts, administrative wages and benefits, outside services, state of good repair needs and capital priorities. CapMetro's Strategic Plan identifies the vision, mission and strategic priorities for the next five years. The LRFP was developed using the adopted strategic priorities as guidelines.

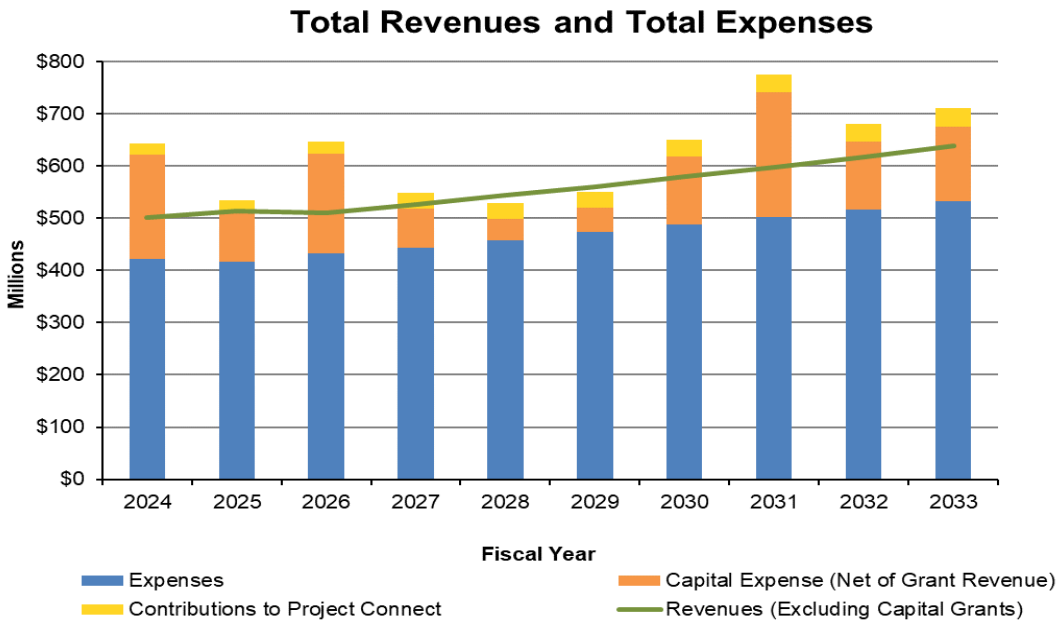
Long-Range Financial Plan Modeling Tool

The agency has developed a 10-year flexible financial modeling tool, which models various financial and service level scenarios. Any major decision impacting the agency's budget can be modeled, showing the financial impact on the budget and the 10-year forecast. The Long-Range Financial Plan was modeled for 2 scenarios: the first scenario is the proposed plan that is based on current conditions and commitments and projects 4.5 percent annual growth in FY2024 sales tax revenue, 4 percent growth in FY2025 and FY2026 and 3.5 percent growth in the remaining seven years of the forecast period. The second scenario assumes more robust economic growth for the region and a 4.5 percent annual growth in sales tax revenue in FY2024 and 4.25 percent growth through the remainder of the 10-year forecast period. Ten-year projections of revenue and expenditures are used to evaluate CapMetro's future financial condition and capacity to fund existing and future commitments. The growth assumptions in the plan are based primarily on historical growth, projected inflation and existing contractual obligations.

The modeling tool has been beneficial for the agency as it has navigated through the uncertainty of the COVID-19 pandemic and the tool continues to be used and updated to understand various revenue scenarios. The model has assisted in aligning CapMetro's financial capacity with long-term service objectives and identifying and analyzing risks to fiscal stability.

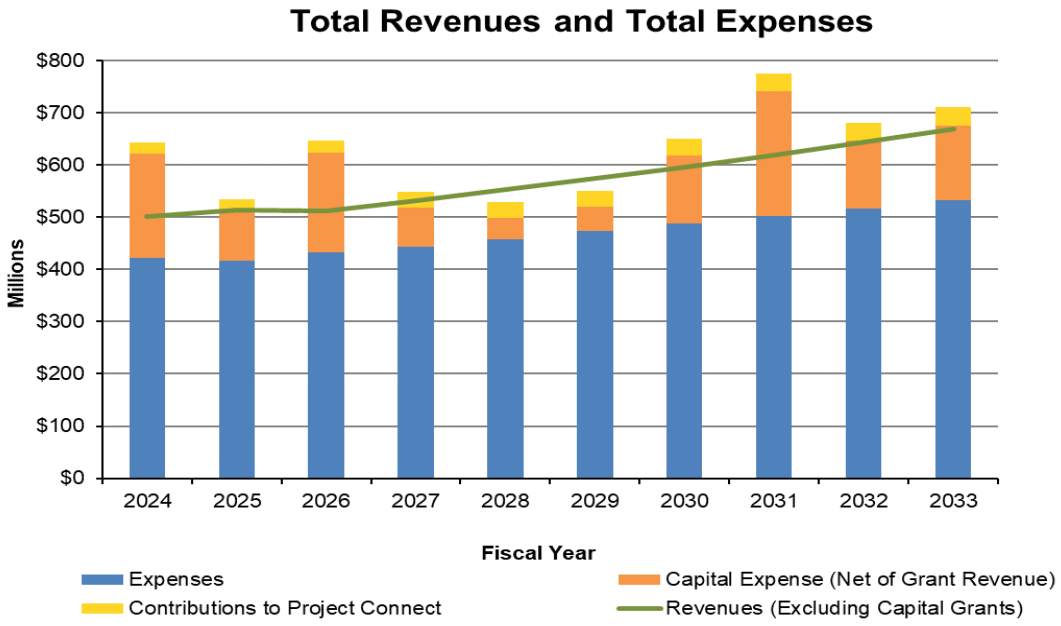
Proposed Plan

The Proposed plan is a scenario that demonstrates a balanced budget over the next 3 years for financial sustainability by aligning cost growth with revenue growth. Debt financing will be necessary in year 4 of the proposed plan as currently modeled. The scenario is based on current conditions along with agency commitments. The plan uses the agency's "Most Likely" sales tax scenario and assumes 4.5 percent annual growth in FY2024 sales tax revenue, 4 percent growth in FY2025 and FY2026 and 3.5 percent growth in the remaining seven years of the forecast period. Periodic fare increases are included to keep pace with inflation. Small increases in service hours are included for FY2024 and beyond. Higher fuel costs are assumed for the short term based on current market conditions and pricing. This scenario correlates operating and capital expenditures to sales tax growth and provides the ability to increase spending if higher sustained sales tax growth is obtained. Included in the Proposed plan are commitments to the Project Connect system plan through the Austin Transit Partnership (ATP) as CapMetro looks forward to the future and opportunities in the region.



Higher Economic Growth Plan

CapMetro modeled a Higher Economic Growth plan that shows higher growth in sales tax for the region over the next 10 years. The scenario is based on current conditions along with agency commitments. The plan uses the agency's "Optimistic" sales tax scenario and assumes 4.5% sales tax growth in Fiscal Year 2024 and growth of 4.25% thereafter. With this scenario, increased revenues could potentially fund additional service expansion and/or infrastructure and will still require debt financing but be pushed back to Fiscal Year 2030. Commitments to the Project Connect system plan through the Austin Transit Partnership are included in this scenario as CapMetro looks forward to the future and opportunities in the region.



Long-Range Financial Plan Risks

The purpose of the Long-Range Financial Plan is to provide a forecast of the Authority's financial resources and projected expenditures based on planned levels of service and the strategic goals of CapMetro. While the LRFP uses the most current estimates and data available, there are inherent risks to long-term projections. Significant risks to the plan include, but are not limited to:

- Decline in sales tax growth
- Changes to Federal grant funding programs
- Significant recession event
- Unforeseen regulatory or capital needs
- Future contracted rates with service providers
- Compensation and benefit plan increases
- Unforeseen technological changes

Conclusions and Recommendations

The agency will proceed with caution and ensure that future spending is aligned with revenue growth for both the short-term and long-term. One-time, accumulated funding is available for current capital projects and, once these projects are completed, future capital spending will need to be funded by operating cash flow. The agency needs to maintain at least $75 million in annual net cash flow to maintain assets in a state of good repair.

6 Operating Detail by Department



CapMetro

Overview

This section begins with a summary table of operating expenses by department with columns displaying previous year's actuals, current year budget and forecast, next year's budget, and next year's budget compared to current year budget.

The summary is followed by individual department pages describing their functions and responsibilities, and their current year accomplishments and next year's planned initiatives categorized according to the agency's strategic plan goals. Each department section also includes an organizational chart, the main drivers for budget variances between next year's budget and the current year's budget, as well as account-level expenses for the same columns as the summary table.

Performance Measures Improvement Plan

CapMetro is committed to implementing a comprehensive strategy to refine and expand our performance measures tracking and reporting.

We are developing a robust performance metrics framework tailored to the specific objectives of each department and program. This framework includes regular Key Performance Indicator (KPIs) discussions with leadership to serve as a foundation for measuring success and progress around a scorecard aligned with agency priorities, aiming to enhance our ability to track and communicate progress in a way that resonates with both internal stakeholders and the community we serve.

To ensure the accuracy and reliability of our performance measures, we are investing in improved data collection methods and reporting mechanisms with the implementation of the Enterprise Data Analytics Platform (EDAP) that will allow us to track and analyze performance consistently over time. The platform's capabilities will extend beyond basic reporting, fostering a data-driven culture by enabling in-depth analyses, and strategic decision-making.

Summary of Department Expenses

	FY2022 Actual	FY2023 Budget	FY2023 Forecast	FY2024 Budget	FY2024 v. FY2023 ($)	FY2024 v. FY2023 (%)
Board of Directors Support	$180,605	$203,268	$205,388	$219,212	$15,944	7.8 %
Business Center	368,777	379,753	379,753	379,740	(13)	(0.0)%
Capital Construction, Engineering and Design	—	—	—	1,072,330	1,072,330	N/A
Capital Design and Construction	1,518,563	2,577,336	2,577,336	2,763,884	186,548	7.2 %
CBTC Signals and Operational Networks	—	—	—	359,394	359,394	N/A
Child Care Center	1,058,750	1,156,861	1,239,172	1,277,153	120,292	10.4 %
Community Engagement	1,413,587	1,763,772	1,693,272	1,835,439	71,667	4.1 %
Customer Care	1,119,490	1,214,904	1,214,904	1,254,846	39,942	3.3 %
Demand Response Control and Call Center	2,249,362	2,496,916	2,493,092	2,388,954	(107,962)	(4.3)%
Demand Response Oversight	28,473,452	40,062,490	40,327,491	43,415,571	3,353,081	8.4 %
Diversity, Equity and Inclusion	810,518	1,109,967	1,109,967	1,055,678	(54,289)	(4.9)%
Executive Staff	1,343,533	1,612,873	1,568,923	1,705,555	92,682	5.7 %
Finance	31,236,979	13,450,813	9,080,597	14,057,499	606,686	4.5 %
Government Affairs	841,276	1,072,238	1,285,178	1,345,177	272,939	25.5 %
Information Technology	18,033,297	23,744,722	21,310,412	27,829,068	4,084,346	17.2 %
Innovative Mobility	4,613,787	7,680,304	8,549,403	12,088,999	4,408,695	57.4 %
Internal Audit	434,963	429,434	429,434	788,876	359,442	83.7 %
Legal	1,073,091	1,465,045	1,593,795	1,715,035	249,990	17.1 %
Marketing and Communications	4,708,135	6,755,959	5,674,316	7,280,135	524,176	7.8 %
MetroBike	158,835	1,353,119	1,333,949	1,266,825	(86,294)	(6.4)%
Mobility Interlocal Agreements	6,289,690	9,236,520	9,282,043	11,029,774	1,793,254	19.4 %
Non-Allocated Employee Benefits	10,376,116	17,832,475	16,320,492	15,618,615	(2,213,860)	(12.4)%
Operations and Maintenance Oversight	145,012,136	163,870,175	178,121,997	177,406,114	13,535,939	8.3 %
Paratransit Eligibility	997,946	1,352,852	1,215,816	1,380,923	28,071	2.1 %
People and Culture	4,868,825	4,897,767	4,956,580	6,195,587	1,297,820	26.5 %
Power Systems	—	—	—	755,687	755,687	N/A
Procurement	2,206,609	2,274,389	2,274,389	2,643,558	369,169	16.2 %
Project Connect	6,063,756	15,231,301	13,376,442	18,087,874	2,856,573	18.8 %
Project Connect Integration	603,476	2,817,131	1,917,131	—	(2,817,131)	(100.0)%
Property and Asset Management	4,693,627	7,178,433	5,376,594	8,274,752	1,096,320	15.3 %
Public Facilities	5,584,539	6,767,530	6,616,199	7,023,167	255,637	3.8 %
Public Safety and Emergency Management	5,092,539	8,292,585	7,407,297	9,561,495	1,268,910	15.3 %
Rail Commuter Operations	22,086,900	24,779,640	24,205,078	29,331,736	4,552,096	18.4 %
Rail Freight Management	1,727,594	2,188,368	1,837,368	2,164,047	(24,321)	(1.1)%

	FY2022 Actual	FY2023 Budget	FY2023 Forecast	FY2024 Budget	FY2024 v. FY2023 ($)	FY2024 v. FY2023 (%)
Real Estate and Facility Planning	1,617,539	5,316,851	5,018,463	5,493,140	176,289	3.3 %
RideShare	1,633,743	1,843,004	1,416,835	1,759,266	(83,738)	(4.5)%
Rolling Stock and Support Equipment	—	—	—	254,230	254,230	N/A
Safety	666,122	2,455,945	2,121,683	2,419,340	(36,605)	(1.5)%
Strategic Planning and Development	5,189,933	9,174,877	7,276,996	9,323,031	148,154	1.6 %
Strategic Programs and Organizational Readiness	1,125,914	1,542,529	1,561,149	4,576,369	3,033,840	196.7 %
Systemwide Accessibility	180,201	656,228	427,119	685,009	28,781	4.4 %
Transit Police	—	—	—	978,623	978,623	N/A
Wellness and Fitness Centers	336,776	1,520,711	346,766	421,270	(1,099,441)	(72.3)%
Contribution from the Austin Transit Partnership	(6,410,728)	(17,048,432)	(13,376,442)	(18,087,874)	(1,039,442)	6.1 %
CapMetro Total	**$319,580,254**	**$380,710,654**	**$379,766,378**	**$421,395,104**	**$40,684,450**	**10.69%**

Board of Directors Support

Functions and Responsibilities

The Board of Directors Support department provides assistance to the board of directors and the president and chief executive officer to achieve the strategic mission and vision of CapMetro. The department coordinates monthly board and committee meetings and periodic work sessions on strategic issues. The department works with the Legal department to ensure compliance with the Texas Transportation Code, Section 451 and the Texas Open Meetings Act requirements. The department also facilitates communication between the board of directors, CapMetro staff and members of the public.

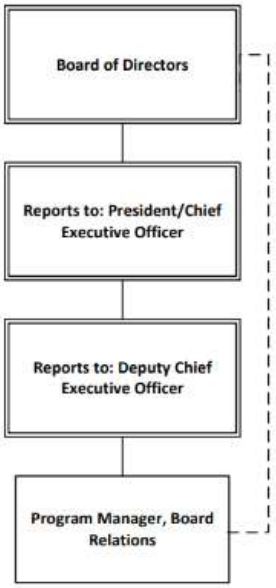
FY2023 Accomplishments

- Community
  - Improved public access to board and committee meetings with the transition to a new boardroom at CapMetro Administrative Building (2910 East 5th Street).
- Organizational Effectiveness
  - Updated board orientation process and materials for new board members.

FY2024 Planned Initiatives

- Community
  - Revise board agenda and backup material templates to ensure that items under consideration by the board provide an explanation of their business case and alignment with the CapMetro Strategic Plan.
  - Create a stakeholder notification process to send email alerts when monthly board backup material is published or updated.

Board of Directors Support Department Organizational Chart



Budget Changes

Labor and Benefits

Increase of $9,834 due to approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses

Increase of $6,110 mainly due to an increase of $2,700 in Other Services for closed captioning for public meetings and $2,120 in Supplies for printing costs.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$108,583	$125,402	$125,402	$134,215	$8,813	7.0 %
FICA-Admin	9,031	9,245	9,245	10,267	1,022	11.1 %
State Unemployment-Admin	361	181	181	180	(1)	(0.6)%
Sick Leave-Admin	3,791	—	—	—	—	N/A
Holiday Leave-Admin	5,972	—	—	—	—	N/A
Vacation Leave-Admin	10,259	—	—	—	—	N/A
TOTAL LABOR & BENEFITS	**137,997**	**134,828**	**134,828**	**144,662**	**9,834**	**7.3 %**
OTHER EXPENSES						
Other Services	15,868	18,000	18,000	20,700	2,700	15.0 %
Office Supplies	983	300	300	290	(10)	(3.3)%
Supplies-Board Of Directors	211	480	2,600	—	(480)	(100.0)%
Other Supplies	—	—	—	2,600	2,600	N/A
Telephone-Local	480	480	480	480	—	—
Airfare-Transportation	6,875	10,200	10,200	10,200	—	—
Travel-Per Diem	1,093	4,246	4,246	4,250	4	0.1 %
Seminar, Conferences, Registration	(680)	11,054	11,054	11,050	(4)	(0.0)%
Lodging	3,637	11,500	11,500	11,900	400	3.5 %
Travel-Other	4,537	2,340	2,340	2,640	300	12.8 %
Business Meals-Local	8,584	9,600	9,600	10,200	600	6.3 %
Other Miscellaneous Expenses	305	—	—	—	—	N/A
Food and Ice	717	240	240	240	—	—
TOTAL OTHER EXPENSES	**42,609**	**68,440**	**70,560**	**74,550**	**6,110**	**8.9 %**
TOTAL OPERATING EXPENSES	**$180,605**	**$203,268**	**$205,388**	**$219,212**	**$15,944**	**7.8 %**

Business Center

Functions and Responsibilities

The Business Center department provides support services to CapMetro, including printing, copying, delivery of lost and found items to the Transit Store, and mail and delivery services through a contracted solution.

FY2023 Accomplishments

- Customer
  - Daily delivery of lost customer items to the Transit Store to facilitate returning items to customers.
  - Provided printing services to facilitate customer communications.
  - Facilitated employee communications by posting notices and printing/mailing employee recognition items.
- Organizational Effectiveness
  - Repurposed printer devices not in use due to more employees working from home.
  - Implemented a web-based work order ticketing system allowing requesters to track status requests.
  - Implemented printer cartridge recycling program.

FY2024 Planned Initiatives

- Customer
  - Implement plans to service additional building facilities.
  - Develop a process to control the posting of employee notices to keep them current.
- Organizational Effectiveness
  - Assess printer device needs to adjust to facility changes.
  - Explore electronic process for mail delivery to remote workers.

Budget Changes

Other Expenses

Budget to stay neutral as service levels and contracts will not change.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
OTHER EXPENSES						
Other Services	$222,460	$222,461	$222,461	$222,456	$(5)	(0.0)%
Office Supplies	28,764	27,292	27,292	27,288	(4)	(0.0)%
Other Miscellaneous Expenses	376	—	—	—	—	N/A
Office Equipment	116,465	130,000	130,000	129,996	(4)	(0.0)%
Other Equipment	713	—	—	—	—	N/A
TOTAL OTHER EXPENSES	**368,777**	**379,753**	**379,753**	**379,740**	**(13)**	**(0.0)%**
TOTAL OPERATING EXPENSES	**$368,777**	**$379,753**	**$379,753**	**$379,740**	**$(13)**	**(0.0)%**

Capital Construction, Engineering and Design

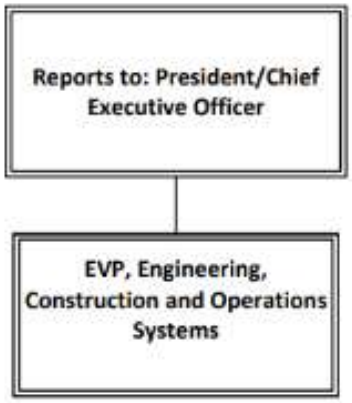
Functions and Responsibilities

The Capital Construction, Engineering and Design (CCED) department is a new department created to ensure consistent engineering and design across all aspects of CapMetro functions and responsibilities, including Project Connect. CCED oversees all departments relating to facility management and capital construction with a focus on federal and regional key stakeholders.

FY2024 Planned Initiatives

- Organizational Effectiveness
  - Improve project delivery in support of CapMetro services.
  - Advance technology and digitization for processes and assets in CapMetro project delivery.
  - Upgrade CapMetro employee resources utilized for project delivery and asset integration.
  - Continue support for Project Connect elements of CapMetro Rapid, Light Rail and Green-Line Commuter Rail.

Capital Construction, Engineering and Design Department Organizational Chart



Budget Changes

Labor and Benefits

Budget of $288,580 due to 1 FTE transferred from the Project Connect Integration department, approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses

Budget of $783,750 includes approximately $200,000 in Consultation Fees previously from the Project Connect Integration department and an additional $550,000 to support the new department in a construction partnership program and voice/data radio study services.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$ —	$ —	$ —	$274,488	$274,488	N/A
FICA-Admin	—	—	—	13,912	13,912	N/A
State Unemployment-Admin	—	—	—	180	180	N/A
TOTAL LABOR & BENEFITS	**—**	**—**	**—**	**288,580**	**288,580**	**N/A**
OTHER EXPENSES						
Consultation Fees	—	—	—	750,000	750,000	N/A
Other Professional Fees	—	—	—	15,500	15,500	N/A
Airfare-Transportation	—	—	—	7,250	7,250	N/A
Travel-Per Diem	—	—	—	—	—	N/A
Seminar, Conferences, Registration	—	—	—	5,000	5,000	N/A
Lodging	—	—	—	5,000	5,000	N/A
Travel-Other	—	—	—	1,000	1,000	N/A
TOTAL OTHER EXPENSES	**—**	**—**	**—**	**783,750**	**783,750**	**N/A**
TOTAL OPERATING EXPENSES	**$ —**	**$ —**	**$ —**	**$1,072,330**	**$1,072,330**	**N/A**

Capital Design and Construction

Functions and Responsibilities

The Capital Design and Construction department is responsible for the planning, design development, and construction of capital projects for customer, operational, and administrative facilities. The department serves as the center for the integrated project management, environmental due diligence, design, and construction of all capital infrastructure and facilities projects. This includes fixed route bus stops, CapMetro Rapid bus stations, grant-funded projects, Park & Rides, Transit Centers, rail stations, and rail infrastructure.

FY2023 Accomplishments

- Customer
  - Completed Lakeline Leander double tracking.
  - Completed advance culvert construction at McKalla Station project on time and within budget.
  - Completed procurement for construction of double tracking and drainage improvement project at McKalla Station.
  - Accomplished scheduled milestones for ongoing projects at McKalla Station including design-build and double tracking and drainage improvement.
  - Completed 30% preliminary engineering design and environmental categorical exclusion process for Airport Lamar Redline grade separation project.
  - Completed 15% preliminary level engineering and categorical exclusion process for double track project from Onion Street to 7th Street underpass.
  - Completed 15% preliminary level engineering design for double-tracking project from Adelphi and McNeil Drive.
  - Completed 100% design for a pedestrian crossing at 4th Street and Sabine.
  - Completed design for signal preemption and pedestrian safety project at 4th Street and I-35.
  - Completed 15% of preliminary level engineering design for the eastside platform at Lakeline Station.
  - Completed environmental due diligence for categorical exclusion approval for the replacement of two steel spans of the bridge at milepost 52.44.
  - Completed the procurement process for the battery electric bus infrastructure design-build projects at 9315 McNeil Road and 2910 East 5th Street locations.
  - Completed 11 stations for CapMetroRapid Expo and Pleasant Valley lines.
  - Completed 90% level design for Expo Center, Goodnight Ranch end-of-line charging, and Park & Ride facilities.
  - Completed the procurement for the construction and installation, of a traffic light, at Decker and Colony Loop.
  - Completed the design for the CapMetroRapid shelters.

- Completed 90% level design for CapMetroRapid South Lamar-Menchaca line stations, and 60% level design for CapMetroRapid Gold Line stations.
- Completed two Small Transit Hubs for Bluff Spring/William Cannon and South Park Meadows.
- Completed +25 amenity replacements at bus stops.
- Relocated Dean Keeton/Guadalupe Station.
- Completed construction of 7 bus stops in partnership with the city of Austin.

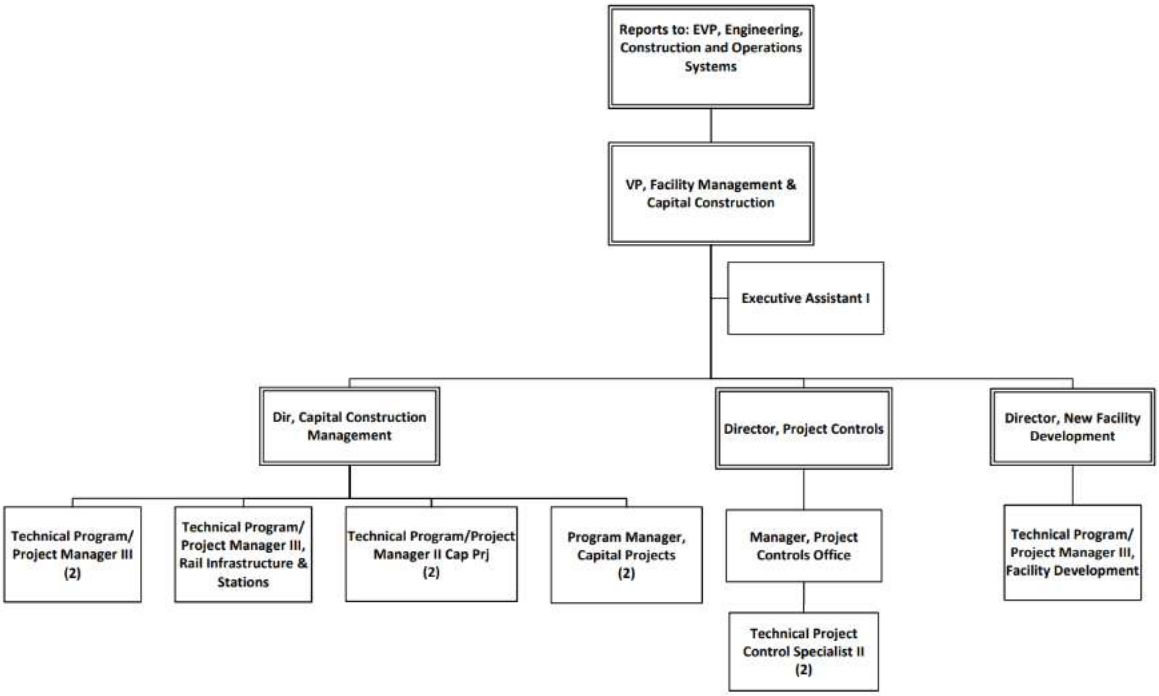
- Community
  - Coordinated with stakeholders for double-tracking projects and McKalla Station construction.
  - Ongoing Project Connect community outreach.
- Workforce
  - Realigned the department to increase project management efficiency.

FY2024 Planned Initiatives

- Customer
  - Complete McKalla Station design-build project.
  - Complete McKalla double tracking and drainage improvement project between North of Braker to West Serta Control Point.
  - Complete 50% level design for the Airport/Lamar Redline grade separation project.
  - Complete 30% to 100% of design plans, specifications and estimates for the eastside platform and extension of the westside platform at Lakeline Station.
  - Complete construction for 4th Street and Sabine pedestrian crossing.
  - Complete construction for 4th Street and IH-35 signal preemption.
  - Complete construction for replacement of two steel spans of the bridge at milepost 52.44.
  - Complete 30% to 100% design plans, specifications, and estimate for a double track from Onion Street to the 7th Street underpass.
  - Complete 30% to 100% design plans, specifications, and estimate for double track from Adelphi to McNeil Drive.
  - Complete the remaining 64 stations for CapMetro Rapid Expo and Pleasant Valley lines.
  - Install CapMetro Rapid shelters.
  - Complete amenities replacements for +25 bus stops.
- Community
  - Coordinate with stakeholders for double-tracking projects and McKalla Station construction.
  - Ongoing community outreach for CapMetro Rapid Projects.

- Coordinate with the community for double-tracking projects between Onion Street and the 7th Street underpass and between Adelphi and McNeil Drive.

Capital Design and Construction Organizational Chart



Budget Changes

Labor and Benefits

Increase of $398,295 due to the return of 2 FTEs previously seconded to the Austin Transit Partnership, approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses

Decrease of $211,747 driven by removing $100,000 in Other Professional Fees for pop-up projects and $118,528 in Temporary Help no longer needed with the addition of FTEs. Increase of $31,200 for permits, application and inspection fees. Decreases of $35,000 in Other Services for a reduced need of crane rental as new shelters do not require this service to perform repairs and $25,000 in Non-Capital Projects for miscellaneous street improvements.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$962,820	$1,937,236	$1,937,236	$2,305,832	$368,596	19.0 %
FICA-Admin	86,049	137,973	137,973	167,491	29,518	21.4 %
State Unemployment-Admin	3,947	2,699	2,699	2,880	181	6.7 %
Sick Leave-Admin	66,261	—	—	—	—	N/A
Holiday Leave-Admin	58,749	—	—	—	—	N/A
Vacation Leave-Admin	79,337	—	—	—	—	N/A
Boot Allowance-Admin	117	—	—	—	—	N/A
TOTAL LABOR & BENEFITS	**1,257,281**	**2,077,908**	**2,077,908**	**2,476,203**	**398,295**	**19.2 %**
OTHER EXPENSES						
Other Professional Fees	50,742	150,000	150,000	50,000	(100,000)	(66.7)%
Permits and Fees	2,126	5,000	5,000	36,200	31,200	624.0 %
Temporary Help	117,656	118,528	118,528	—	(118,528)	(100.0)%
Repair & Maintenance-Other	—	—	—	—	—	N/A
Courier and Delivery Services	11	240	240	480	240	100.0 %
Other Services	6,875	94,000	94,000	59,000	(35,000)	(37.2)%
Office Supplies	1,463	2,200	2,200	3,380	1,180	53.6 %
Other Supplies	139	1,800	1,800	2,750	950	52.8 %
Maintenance Materials	—	—	—	—	—	N/A
Non-Capital Projects	—	100,000	100,000	75,000	(25,000)	(25.0)%
Telephone-Local	960	2,400	2,400	4,800	2,400	100.0 %
Dues and Subscriptions	1,701	3,500	3,500	6,216	2,716	77.6 %
Airfare-Transportation	495	3,250	3,250	9,000	5,750	176.9 %
Travel-Per Diem	48	1,750	1,750	7,125	5,375	307.1 %
Seminar, Conferences, Registration	200	11,260	11,260	19,370	8,110	72.0 %
Lodging	—	4,500	4,500	11,250	6,750	150.0 %
Travel-Other	32	—	—	—	—	N/A
Business Meals-Local	—	1,000	1,000	3,110	2,110	211.0 %
Postage	—	—	—	—	—	N/A
Expense Reimbursements	—	(2,166,737)	—	—	2,166,737	(100.0)%
Capital Contributions-Other Jurisdictions	78,834	2,166,737	—	—	(2,166,737)	(100.0)%
TOTAL OTHER EXPENSES	**261,281**	**499,428**	**499,428**	**287,681**	**(211,747)**	**(42.4)%**
TOTAL OPERATING EXPENSES	**$1,518,563**	**$2,577,336**	**$2,577,336**	**$2,763,884**	**$186,548**	**7.2 %**

CBTC Signals and Operational Networks

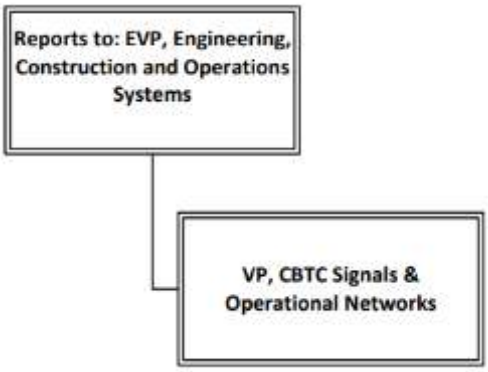
Functions and Responsibilities

The Communications-Based Train Control (CBTC) Signals and Operational Networks department is a new department created from the dissolution of the Project Connect Integration department. The department is responsible for designs that support rolling stock and interface with a variety of signaling systems including traffic and require specialized and vital communication networks with redundancy integration.

FY2024 Planned Initiatives

- Organizational Effectiveness
  - Conduct a radio communications engineering study and evaluate optional services required for safe operations.
  - Finalize new interlocal agreement with city of Austin for traffic signal prioritization for bus services.
  - Continue support for Project Connect elements of CapMetro Rapid, Light Rail and Green-Line Commuter Rail.

CBTC Signals and Operational Networks Department Organizational Chart



Budget Changes

Labor and Benefits

Budget of $232,644 due to 1 FTE transferred from the Project Connect Integration department and the approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses

Budget of $126,750 previously from the Project Connect Integration department and includes Other Services for police radio and bus transit signal priority systems.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$ —	$ —	$ —	$219,343	$219,343	N/A
FICA-Admin	—	—	—	13,121	13,121	N/A
State Unemployment-Admin	—	—	—	180	180	N/A
TOTAL LABOR & BENEFITS	**—**	**—**	**—**	**232,644**	**232,644**	**N/A**
OTHER EXPENSES						
Consultation Fees	—	—	—	—	—	N/A
Other Professional Fees	—	—	—	—	—	N/A
Other Services	—	—	—	108,500	108,500	N/A
Airfare-Transportation	—	—	—	7,250	7,250	N/A
Travel-Per Diem	—	—	—	—	—	N/A
Seminar, Conferences, Registration	—	—	—	5,000	5,000	N/A
Lodging	—	—	—	5,000	5,000	N/A
Travel-Other	—	—	—	1,000	1,000	N/A
TOTAL OTHER EXPENSES	**—**	**—**	**—**	**126,750**	**126,750**	**N/A**
TOTAL OPERATING EXPENSES	**$ —**	**$ —**	**$ —**	**$359,394**	**$359,394**	**N/A**

Child Care and Learning Center

Functions and Responsibilities

The CapMetro Child Care and Learning Center, operated by Bright Horizons Family Solutions, provides an onsite child development environment for CapMetro employees, service contractors and the community. The subsidy for CapMetro employees is about 20 percent of operating costs and community members pay full tuition.

FY2023 Accomplishments

- Customer
  - Increased customer satisfaction scores.
  - Updated the My Bright Day app that allows parents to receive bi-weekly notifications.
- Organizational Effectiveness
  - Maintained existing National Association for the Education of Young Children (NAEYC) Accreditation.
  - Explored opportunities to expand the childcare program in conjunction with the facility master plan.

FY2024 Planned Initiatives

- Customer and Workforce
  - Strengthen Toward a Better World Curriculum focused on anti-racism, inclusion, and equity.
- Organizational Effectiveness
  - Continued childcare considerations in long-range facility plans and efforts to recruit and retain staff.
  - Explore partnership and funding opportunities.
  - Review and adjust tuition levels to reduce subsidy.

Budget Changes

Other Expenses

Increase of $120,292 due to a contractual increase in Other Professional Fees for $128,292 offset by a reduction in other supplies needed of $8,000.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
OTHER EXPENSES						
Other Professional Fees	$1,058,750	$1,143,861	$1,226,172	$1,272,153	$128,292	11.2 %
Other Supplies	—	13,000	13,000	5,000	(8,000)	(61.5)%
TOTAL OTHER EXPENSES	**1,058,750**	**1,156,861**	**1,239,172**	**1,277,153**	**120,292**	**10.4 %**
TOTAL OPERATING EXPENSES	**$1,058,750**	**$1,156,861**	**$1,239,172**	**$1,277,153**	**$120,292**	**10.4 %**

Community Engagement

Functions and Responsibilities

The Community Engagement department builds trust by meaningfully engaging our community in decision-making, serves as the agency's primary liaison with community groups and organizations, and manages programs to facilitate engagement with CapMetro.

FY2023 Accomplishments

- Customer
  - Provided customer feedback to the appropriate departments when riders share their experience.
  - Engaged riders regarding CapMetro services, programs, and policy initiatives through at-stop outreach.
  - Conducted at-stop outreach during service changes.
  - Continued community engagement and CapMetro Art website which are critical information resources as fare program changes and CapMetro Art and CapMetro Music programs are implemented.
  - Supported marketing in the rebranding effort for the agency, including updating community partners when sponsorship commitments were in place.
- Community
  - Engaged new partners through the CapMetro Art program that includes the Diversity, Equity and Inclusion (DEI) bus wrap projects for 6 National Heritage Months, Project Connect new routes/groundbreaking events, and CapMetro Music events.
  - Provided ongoing public engagement support during the rollout of Equitable Transit-Oriented Development (ETOD) phases, potential fares program and support for Project Connect.
  - Developed partnerships with community-based organizations in diverse communities and continued to expand outreach to small-city partners.
  - Increased efforts through digital touchpoints including social media, web surveys, virtual webinars, and a live feedback platform. Reached and connected with a broader audience, provided more access to relevant information, and heightened brand awareness.
  - Developed and conducted community-specific Try Transit curriculum and presentations. Visited community members where they are and explored transit options in a direct and conversational setting.
  - Continued to develop curriculum and growth of education outreach and pilot to elementary-aged children.
  - Developed more strategic community partnerships with underrepresented groups.
- Workforce
  - Supported agencywide recruitment efforts by collaborating with community partners to support diversity, equity and inclusion workforce development.
  - Identified and provided outreach training/tips systemwide. Created training opportunities for CapMetro staff who volunteer at events sponsored by CapMetro.

- Organizational Effectiveness
  - Launched a self-guided Transit Adventure app. Partnered with community organizations and local businesses to create tours highlighting important and fun cultural aspects of Austin via CapMetro services.
  - Continued to develop sponsorship processes for agencywide initiatives.
  - Created internal sponsorship surveys to receive feedback on the quality of sponsorships.
  - Set a foundation for the CapMetro Art program by formalizing artist pool selection and juror process.
  - Created a systematization of public involvement plans by formalizing the templates and documents.

FY2024 Planned Initiatives

- Customer
  - Continue to demonstrate the value of transit as we move toward Project Connect through community presentations and engagement opportunities.
  - Prepare the introduction of two new CapMetro Rapid lines in 2025 through maps, information, and community involvement planning. Provide customer feedback to the appropriate departments when riders share their experience.
  - Prepare the introduction of Dove Spring Pickup in 2024 through map, information, and community involvement planning.
  - Engage riders regarding CapMetro services, programs and policy initiatives through at-stop outreach. Promote riding CapMetro services and the introduction of new and improved services.
  - Continue community engagement and outreach to educate riders, community partners, and the public on Amp, fare-capping, Equifare, Americans with Disabilities Act transition, Red Line improvements, and other agency customer-focused initiatives.
  - Support marketing in the rebranding effort for the agency, including updating community partners when sponsorship commitments are in place.
  - Support translation of service information to ensure Spanish-speaking riders have accurate information.
  - Support the engagement process for the CapMetro Police Safety Advisory Committee.
- Community
  - Develop a partnership with a locally based art organization through the CapMetro Art program to continue the Diversity, Equity and Inclusion bus wrap projects for 8 National Heritage Months.
  - Engage the community in the creation of the McKalla Art Project and invite them to the unveiling.
  - Support sustainable and innovative mobility by raising community awareness of CapMetroBike, new Pickup service zones and pilots designed to improve first-mile/last-mile connectivity.
  - Provide ongoing public engagement support during the rollout of ETOD phases, potential fares program and support Project Connect.
  - Develop partnerships with community-based organizations in diverse communities and continue to expand outreach to small-city partners.

- Continue to increase efforts through digital touchpoints including social media, web surveys, virtual webinars, and public input platforms. Reach and connect with a wider audience, provide more access to relevant information, and heighten brand awareness.
- Develop and conduct community-specific Try Transit curriculum and presentations, such as participating in refugee orientation. Visit community members where they are and explore transit options in a direct and conversational setting.
- Continue the education outreach and pilot to elementary-aged children. Expand the education program and adapt it to high school-aged children with a focus on learning to ride, sustainability, and the future of transit in Central Texas.
- Develop more strategic community partnerships with underrepresented groups.
- Educate the community on new fare-capping structure and fare options for various customers, including Equifare eligible riders and CapMetro for Business.
- Obtain community partners' feedback through the Community Perception Survey.
- Partner with private organizations to promote our CapMetro Cares initiatives.
- Manage our CapMetro Cares program and extend opportunities to nonprofit partners to amplify their message.
- Manage Back-to-School supply drive in collaboration with H-E-B benefiting School Supplies for the Children.
- Serve as liaison between the Customer Satisfaction Advisory Committee (CSAC), Access Committee, and CapMetro board of directors.

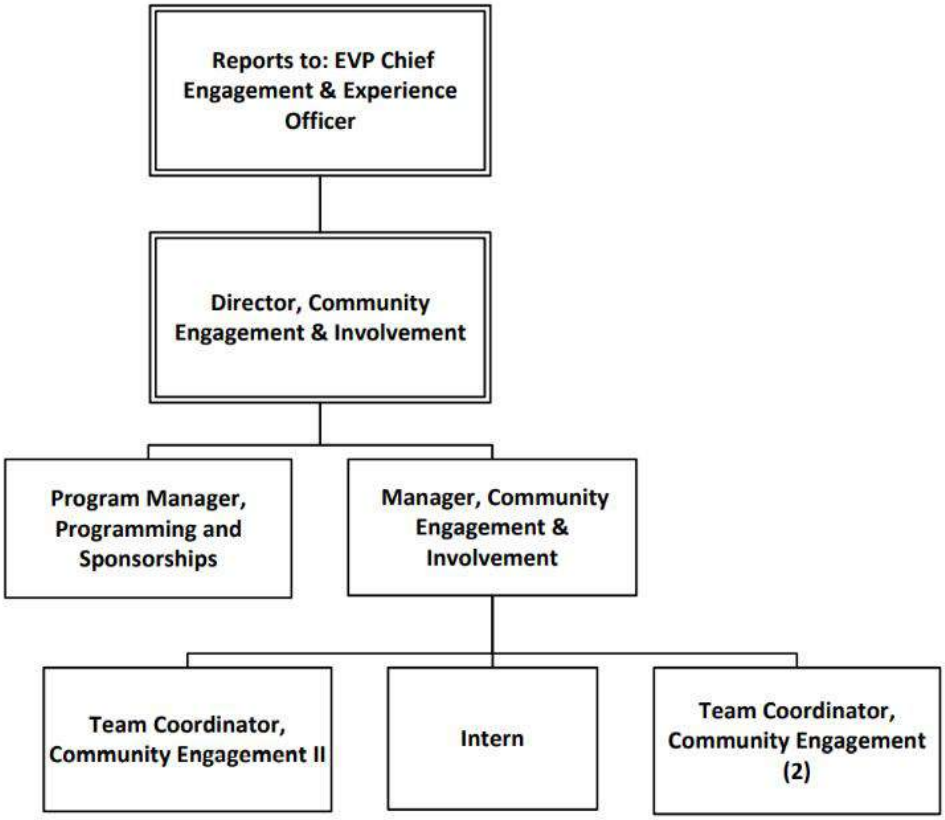
♦ Workforce

- Engage the team with community service and learning opportunities, and support team leadership with educational resources.
- Support People and Culture recruitment with strategic and targeted efforts, connecting with community partner opportunities, and sharing hiring information at engagement events.
- Work with community partners to provide DEI training to staff.
- Identify and provide outreach training/tips systemwide. Create training opportunities for staff who volunteer at events sponsored by CapMetro.

♦ Organizational Effectiveness

- Launch a new customer relations management software platform.
- Continue to develop sponsorship process for agencywide initiatives. Create internal sponsorship surveys to receive feedback on the quality of sponsorship.
- Launch a request for proposal for staffing event support at outreach events, select a vendor, and create a streamlined approach to requesting and following up after events.
- Create a systematization of public involvement plans by formalizing the templates and documents needed for every plan.

Community Engagement Department Organizational Chart



Budget Changes

Labor and Benefits

Increase of $66,554 due to a reduction of the equivalent of 1 intern and the approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses

Increase of $5,113 driven by an increase in Dues and Subscriptions of $43,102 as local chambers of commerce support moved from the Diversity, Equity and Inclusion department. Offset by a decrease of $39,992 in Temporary Help as these resources will only be needed periodically throughout the year.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$446,660	$550,562	$550,562	$611,307	$60,745	11.0 %
Intern Pay	11,465	—	—	—	—	N/A
FICA-Admin	38,186	40,596	40,596	46,765	6,169	15.2 %
State Unemployment-Admin	2,550	1,620	1,620	1,260	(360)	(22.2)%
Sick Leave-Admin	36,252	—	—	—	—	N/A
Holiday Leave-Admin	23,377	—	—	—	—	N/A
Vacation Leave-Admin	19,567	—	—	—	—	N/A
TOTAL LABOR & BENEFITS	**578,055**	**592,778**	**592,778**	**659,332**	**66,554**	**11.2 %**
OTHER EXPENSES						
Consultation Fees	72,208	179,000	179,000	179,000	—	—
Other Professional Fees	502,745	764,996	697,496	769,996	5,000	0.7 %
Temporary Help	—	79,992	79,992	40,000	(39,992)	(50.0)%
Courier and Delivery Services	1,669	1,500	1,500	1,500	—	—
Other Services	5,146	—	—	—	—	N/A
Office Supplies	5,161	8,400	8,400	8,400	—	—
Passes and Tickets	74,377	—	—	64,992	64,992	N/A
Training Materials	1,055	—	—	—	—	N/A
Other Supplies	73,593	—	—	—	—	N/A
Telephone-Local	1,920	4,476	4,476	4,476	—	—
Dues and Subscriptions	24,105	34,062	34,062	77,164	43,102	126.5 %
Airfare-Transportation	—	1,800	1,800	1,800	—	—
Travel-Per Diem	—	900	900	900	—	—
Seminar, Conferences, Registration	13,496	14,800	14,800	14,800	—	—
Lodging	—	3,000	—	—	(3,000)	(100.0)%
Business Meals-Local	6,748	7,200	7,200	7,200	—	—
Advertising-Promotion Media	34,067	—	—	—	—	N/A
Postage	29	200	200	203	3	1.7 %
Safety Equipment	628	—	—	—	—	N/A
Other Miscellaneous Expenses	3,004	64,992	64,992	—	(64,992)	(100.0)%
Food and Ice	11,874	1,200	1,200	1,200	—	—
Lease-Operating Yard-Storage	3,708	4,476	4,476	4,476	—	—
TOTAL OTHER EXPENSES	**835,531**	**1,170,994**	**1,100,494**	**1,176,107**	**5,113**	**0.4 %**
TOTAL OPERATING EXPENSES	**$1,413,587**	**$1,763,772**	**$1,693,272**	**$1,835,439**	**$71,667**	**4.1 %**

Customer Care

Functions and Responsibilities

The Customer Care department's goal is to enhance the customers' experience by assisting with trip planning, fares, riding rules, lost-and-found, answering questions, and responding to comments, compliments, and requests. Representatives are available seven days a week by telephone, email, social media, and web-based correspondence. The department also works closely with transit operations departments to quickly address service issues.

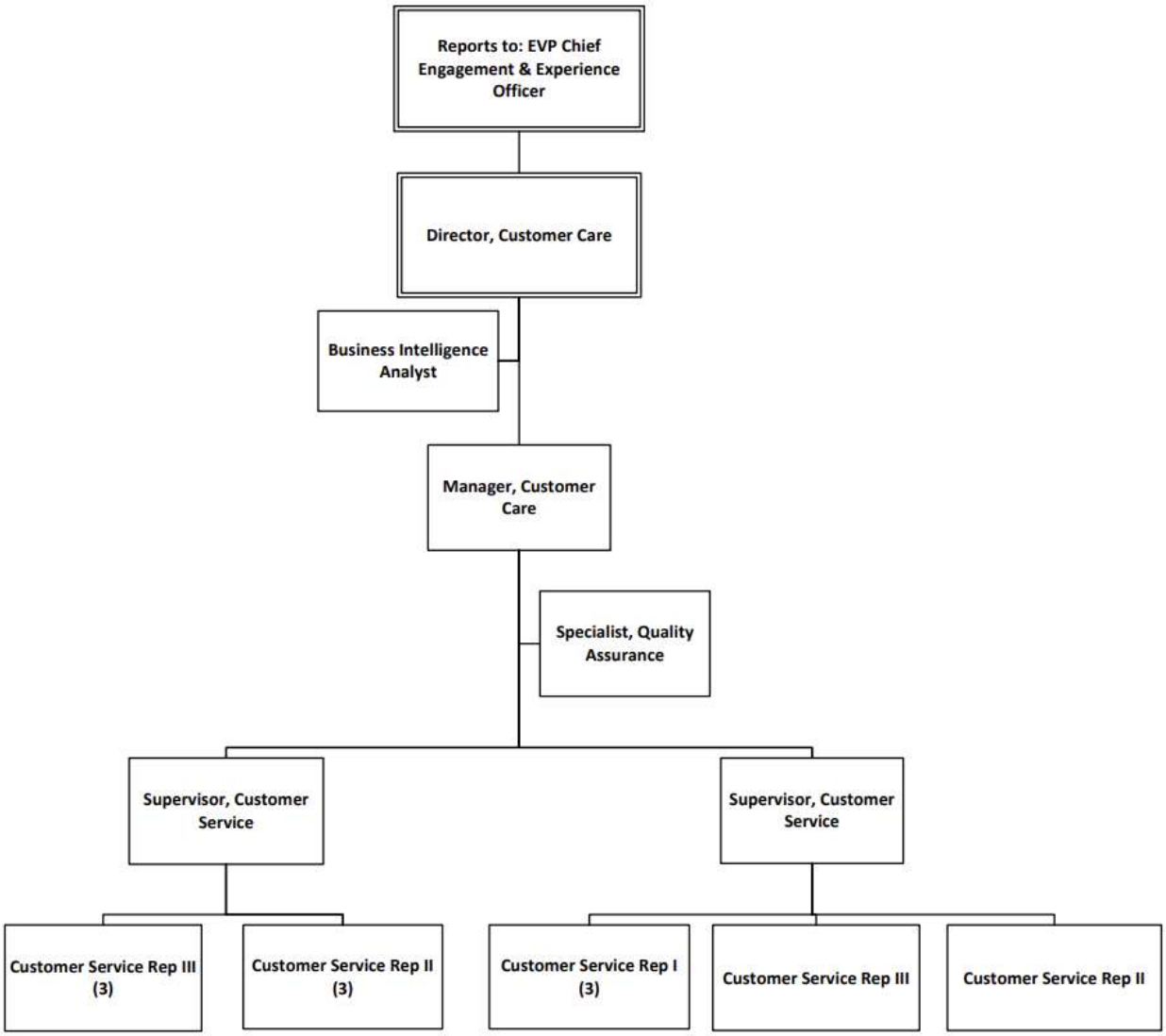
FY2023 Accomplishments

- Customer
  - For the 12 months ending March 2023, the goal of answering 80% of calls within 60 seconds was met.
  - Handled 97,801 customer interactions for the 12 months ending March 2023 (via phone, email, web, and social media).
  - For the 12 months ending March 2023, 9,582 customer comment reports were processed, down 20% year over year.
  - Supported the Amp pilot by assisting customers' concerns and providing feedback.
  - Initial department adopters of the new customer relationship management system, and subject matter expert team to assist other teams with implementation.
  - Supported after-hours coverage of the Austin FC/Q2 events.
  - Conducted weekly customer comment debriefs with operations and monthly debriefs with senior management expanding the use of customer feedback.
  - Added after-call customer survey feedback option via a new phone system.
  - Provided extended hours of support for the February 2023 ice storm.

FY2024 Planned Initiatives

- Customer
  - Provide the senior management team with periodic insights and recommendations based on customer feedback.
  - Refine our departmental metrics and reporting, with an emphasis on quality, feedback, and accountability.
  - Serve as a resource for training and assisting departments in bringing customer comment reports to resolution.
  - Add a callback feature to our phone Integrated Voice Recognition system to allow our customers to keep their place in line.
  - Add a chat communication channel option for customer communication.
  - Create a call quality assurance scorecard to measure the quality of the overall customer experience and accuracy of information.

Customer Care Department Organizational Chart



Budget Changes

Labor and Benefits
Increase of $46,258 due to approved performance-based pay increases and an across-the-board one-time market pay increase offset by a reduction of 1.5 FTEs.

Other Expenses
Decrease of $6,316 related to cost-cutting in Other Services of $2,990 and travel and training expenses of $4,468.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$822,619	$1,072,052	$1,072,052	$1,122,660	$50,608	4.7 %
Overtime-Admin	37,601	39,001	39,001	27,996	(11,005)	(28.2)%
FICA-Admin	74,011	79,046	79,046	85,881	6,835	8.6 %
State Unemployment-Admin	5,597	3,422	3,422	3,242	(180)	(5.3)%
Sick Leave-Admin	51,710	—	—	—	—	N/A
Supplemental Sick	4,428	—	—	—	—	N/A
Holiday Leave-Admin	47,657	—	—	—	—	N/A
Vacation Leave-Admin	65,436	—	—	—	—	N/A
Other Paid Leave-Admin	876	—	—	—	—	N/A
TOTAL LABOR & BENEFITS	**1,109,934**	**1,193,521**	**1,193,521**	**1,239,779**	**46,258**	**3.9 %**
OTHER EXPENSES						
Maintenance-Office Equipment	—	1,000	1,000	1,000	—	—
Computer Hardware	276	—	—	—	—	N/A
Other Services	5,499	8,790	8,790	5,800	(2,990)	(34.0)%
Office Supplies	2,070	2,400	2,400	2,400	—	—
Other Supplies	—	—	—	472	472	N/A
Telephone-Local	1,440	1,920	1,920	1,920	—	—
Airfare-Transportation	—	800	800	—	(800)	(100.0)%
Travel-Per Diem	—	553	553	—	(553)	(100.0)%
Seminar, Conferences, Registration	105	4,300	4,300	2,385	(1,915)	(44.5)%
Lodging	—	1,200	1,200	—	(1,200)	(100.0)%
Postage	167	60	60	60	—	—
Food and Ice	—	360	360	1,030	670	186.1 %
TOTAL OTHER EXPENSES	**9,557**	**21,383**	**21,383**	**15,067**	**(6,316)**	**(29.5)%**
TOTAL OPERATING EXPENSES	**$1,119,490**	**$1,214,904**	**$1,214,904**	**$1,254,846**	**$39,942**	**3.3 %**

Demand Response Control and Call Center

Functions and Responsibilities

The Demand Response Control and Call Center department is composed of the CapMetro Access and Pickup control and call center. The department provides real-time dispatch, scheduling, and advance trip reservations.

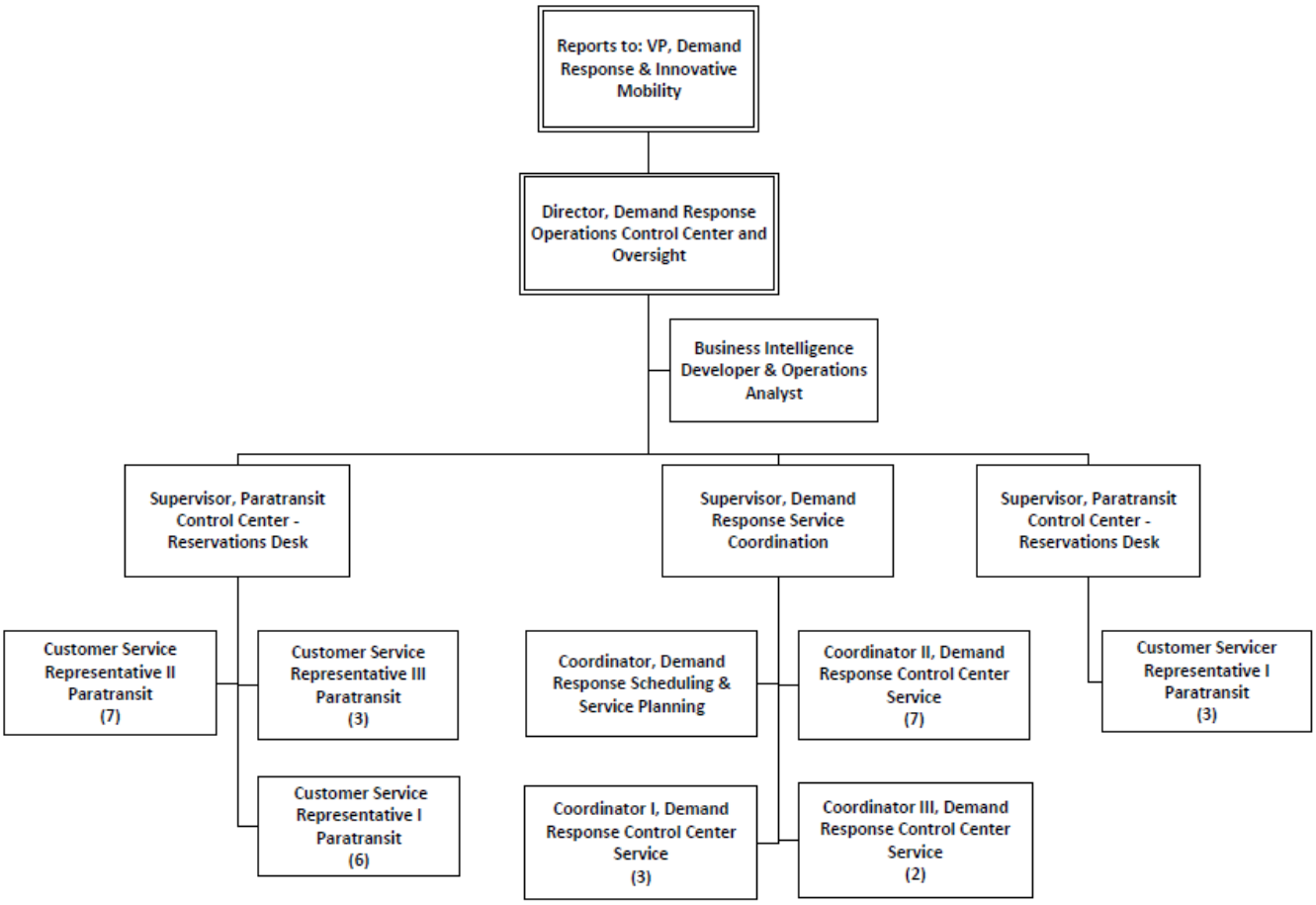
FY2023 Accomplishments

- Customer
  - Continued implementation of Americans with Disabilities Act (ADA) accessible web interface for scheduling, dispatch, and vehicle operators.
  - Continued implementation of ADA-accessible customer-facing web chat.
  - Continued implementation of ADA functionality for trip booking, cancellation, vehicle arrival time, account management, and customer feedback.
  - Increased on-time performance by 7% by increasing staff.
  - Reservation's goal is 5% - Running at 3.35%.
  - Average wait time goal is less than 2 minutes – running at 1min 12 seconds.

FY2024 Planned Initiatives

- Customer
  - Implement the multimedia skillset feature within the control center.
  - Identify scheduling and dispatch software needs.
  - Implement a payment system and Amp cards for account-based fares.
  - Enabling unilateral Operator to Customer communication functionality scheduling software to allow real-time coordination for guaranteed pickups at planned locations.
- Community
  - Support the launch of new Pickup zones.
  - Continue to review Pickup zone peak times and adjust as needed.
- Workforce
  - Conduct a wage review with People and Culture.
- Organizational Effectiveness
  - Continue to participate in the design of the new North Base Facility.

Demand Response Control and Call Center Department Organizational Chart



Budget Changes

Labor and Benefits

Decrease of $35,512 from the elimination of 1 vacant position offset by approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses

Decrease of $72,450 primarily in Temporary Help from reduced usage.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$1,598,629	$2,161,785	$2,161,785	$2,129,025	($32,760)	(1.5)%
Overtime-Admin	118,696	—	—	—	—	N/A
FICA-Admin	148,895	159,060	159,060	162,875	3,815	2.4 %
State Unemployment-Admin	11,540	7,020	7,020	6,659	(361)	(5.1)%
Sick Leave-Admin	114,196	—	—	—	—	N/A
Supplemental Sick	6,053	—	—	—	—	N/A
Holiday Leave-Admin	91,050	—	—	—	—	N/A
Vacation Leave-Admin	141,962	—	—	—	—	N/A
Other Paid Leave-Admin	6,080	—	—	—	—	N/A
Uniform Allowance-Admin	—	6,206	—	—	(6,206)	(100.0)%
TOTAL LABOR & BENEFITS	**2,237,102**	**2,334,071**	**2,327,865**	**2,298,559**	**(35,512)**	**-1.5%**
OTHER EXPENSES						
Temporary Help	—	124,800	124,800	50,000	(74,800)	(59.9)%
Other Services	10,015	28,000	28,000	28,000	—	—
Office Supplies	22	—	—	—	—	N/A
Other Supplies	—	3,600	3,600	3,600	—	—
Telephone-Local	920	—	—	—	—	N/A
Dues and Subscriptions	—	375	375	375	—	—
Airfare-Transportation	408	800	1,632	1,600	800	100.0 %
Travel-Per Diem	—	450	1,000	1,000	550	122.2 %
Seminar, Conferences, Registration	895	1,000	1,000	1,000	—	—
Lodging	—	1,000	2,000	2,000	1,000	100.0 %
Postage	—	2,820	2,820	2,820	—	—
TOTAL OTHER EXPENSES	**12,260**	**162,845**	**165,227**	**90,395**	**(72,450)**	**(44.5)%**
TOTAL OPERATING EXPENSES	**$2,249,362**	**$2,496,916**	**$2,493,092**	**$2,388,954**	**($107,962)**	**(4.3)%**

Demand Response Oversight

Functions and Responsibilities

The Demand Response Oversight department oversees CapMetro's paratransit service contractors. Costs related to contracted paratransit services compliant with the Americans with Disabilities Act (ADA) are budgeted in this department.

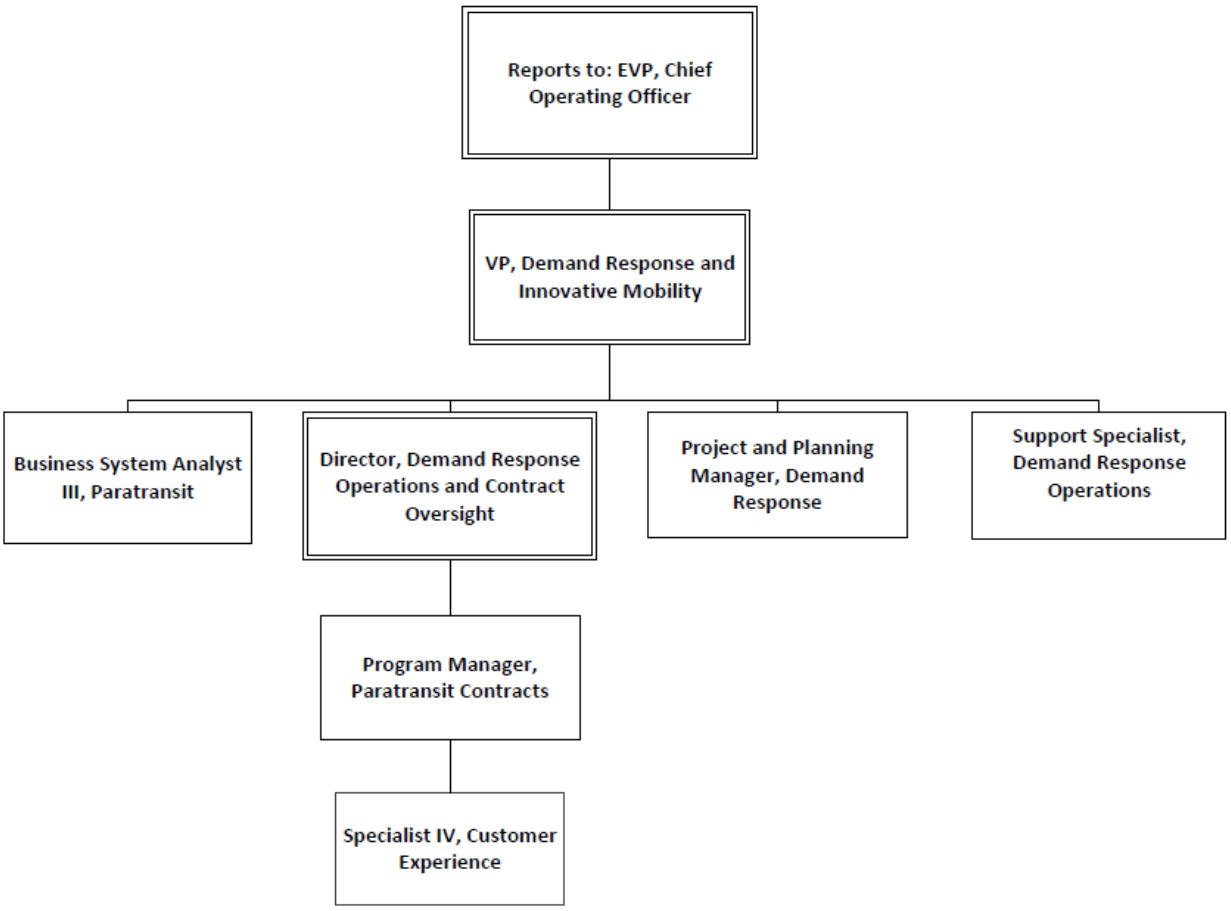
FY2023 Accomplishments

- Customer
  - Began implementation of new paratransit scheduling software which integrates voice, text, email, and account-based technology.
  - Improved customer service program to ensure faster and more effective resolutions of concerns.
  - Conducted focused safety campaigns to improve service to our customers.
  - Continued a robust service provider audit program to ensure service performance was at the highest levels possible.
- Community
  - Assisted the organization by providing Special Bus services to community events that required Demand Response resources.
  - Continued to partner with Joint Health and Safety Committee to solve safety concerns impacting all CapMetro services within our community.
  - Participated in the Texas Transit Association Roadeo competition.
- Workforce
  - Developed and submitted statement of work (SOW) to procurement for FY2025 contract for both CapMetro Access and Pickup services which will encompass all services at the North and South Base facilities.
  - Renewed Capital Area Rural Transportation Service (CARTS) contract for GoGeo and Manor zone services.
- Organizational Effectiveness
  - Began design on new and upcoming FY2026 North Base CapMetro owned facility that will improve operations significantly.
  - Improved 'Front Line Feedback' program that encourages staff to report concerns while in revenue service.

FY2024 Planned Initiatives

- Customer
  - Optimize the new paratransit scheduling software rolled out in FY2023. It will improve the customer experience with real-time notifications.
  - Research training options for sexual assault prevention.
  - Improve dashboards related to CapMetro Access and Pickup services.
  - Improve service compliance model for upcoming FY2025 contract for CapMetro Access and Pickup services to ensure customers receive the highest level of service performance possible from the service provider.
  - Continue service provider audit program to ensure service performance is at the highest levels possible.
- Community
  - Continue to partner with Joint Health and Safety Committee to solve safety concerns impacting all CapMetro services within our community.
- Workforce
  - Begin procurement process to determine the service provider for the FY2025 contract. Finalize scope and service expectations for the next 5-10 years of service overseen by Demand Response.
  - Continue to support the DEI steering committee by participating and providing feedback during the bi-monthly meetings.
  - Continue to improve partnership with the labor union through the bi-monthly labor management coordination meetings with the ATU.
  - Analyze the possibility of moving towards a 24/7 Demand Response Control Center operations schedule.
  - Expand the training team and training program to improve internal and external training opportunities for CapMetro and Service Provider staff.
- Organizational Effectiveness
  - Continue design and move toward construction on the new North Base facility scheduled to be ready for FY2026.
  - Establish a new satellite pull-in/pull-out location for all CapMetro Access and Pickup service vehicles that were previously staged at 414 Thompson Lane.
  - Migrate all parts and inventory control for vehicles and facilities from the service provider to CapMetro's Operations and Maintenance Oversight, and the Public Facilities departments.
  - Develop new contract management plan for upcoming FY2025 contract for CapMetro Access and Pickup services.
  - Evaluate electric bus options for Demand Response service.
  - Conduct extensive staff training on the new paratransit scheduling software.

Demand Response Oversight Organizational Chart



Budget Changes

Labor and Benefits

Increase of $412,546 from 1 new FTE, allocation of 0.85. FTE to the Innovative Mobility and MetroBike departments, and approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses

Increase of $2,940,534 driven by $3,895,175 growth in Paratransit Purchased Transportation and Georgetown Paratransit contractual rates. Fuel and Gasoline expense net decrease of $868,278 from reduced service levels. Fuel costs are projected at an average per gallon with taxes of $2.60 for FY2024, an increase of $0.20 per gallon compared to FY2023.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$297,828	$527,207	$527,207	$684,342	$157,135	29.8 %
FICA-Admin	25,158	38,093	38,093	52,351	14,258	37.4 %
State Unemployment-Admin	926	990	990	1,143	153	15.5 %
Sick Leave-Admin	18,667	—	—	—	—	N/A
Holiday Leave-Admin	13,114	—	—	—	—	N/A
Vacation Leave-Admin	22,451	—	—	—	—	N/A
Other Paid Leave-Admin	354	—	—	—	—	N/A
Uniform Allowance-Bargaining	—	—	13,500	13,500	13,500	N/A
Uniform Allowance-Admin	—	—	227,500	227,500	227,500	N/A
TOTAL LABOR & BENEFITS	**378,498**	**566,290**	**807,290**	**978,836**	**412,546**	**72.9 %**
OTHER EXPENSES						
Maintenance-Radios	3,614	3,000	17,000	24,000	21,000	700.0 %
Other Services	585	10,000	10,000	10,000	—	—
Fuel Expense	2,085,015	2,345,415	2,345,415	1,477,137	(868,278)	(37.0)%
Office Supplies	6,869	12,000	12,000	12,000	—	—
Maps and Schedules	—	600	10,600	—	(600)	(100.0)%
Other Supplies	766	21,200	21,200	7,200	(14,000)	(66.0)%
Telephone-Local	840	3,360	3,360	3,840	480	14.3 %
Fuel Tax	86,226	140,959	140,959	123,094	(17,865)	(12.7)%
Paratransit Purchased Transportation	25,598,118	36,511,293	36,511,293	40,188,476	3,677,183	10.1 %
Georgetown Paratransit	299,872	357,696	357,696	575,688	217,992	60.9 %
Dues and Subscriptions	1,489	750	750	1,400	650	86.7 %
Airfare-Transportation	2,116	2,400	2,400	5,000	2,600	108.3 %
Travel-Per Diem	1,098	1,700	1,700	1,200	(500)	(29.4)%
Seminar, Conferences, Registration	3,574	1,400	1,400	2,700	1,300	92.9 %
Lodging	2,691	3,500	3,500	5,000	1,500	42.9 %
Business Meals-Local	275	—	—	—	—	N/A
Advertising-Promotion Media	1,642	—	—	—	—	N/A
Food and Ice	164	—	—	—	—	N/A
Lease-Vehicles	—	80,928	80,928	—	(80,928)	(100.0)%
TOTAL OTHER EXPENSES	**28,094,954**	**39,496,201**	**39,520,201**	**42,436,735**	**2,940,534**	**7.4 %**
TOTAL OPERATING EXPENSES	**$28,473,452**	**$40,062,490**	**$40,327,491**	**$43,415,571**	**$3,353,081**	**8.4 %**

Diversity, Equity and Inclusion

Functions and Responsibilities

The Diversity, Equity and Inclusion department focuses on the internal and external diversity, equity and inclusion (DEI) goals of CapMetro. The department is responsible for all elements of the DEI program including, workforce diversity and Equal Employment Opportunity (EEO) compliance, disadvantaged business (DBE) and small business enterprise (SBE) programs, and Title VI of the Civil Rights Act of 1964. The department also monitors compliance with DBE and SBE requirements on contracts that include DBE or SBE goals.

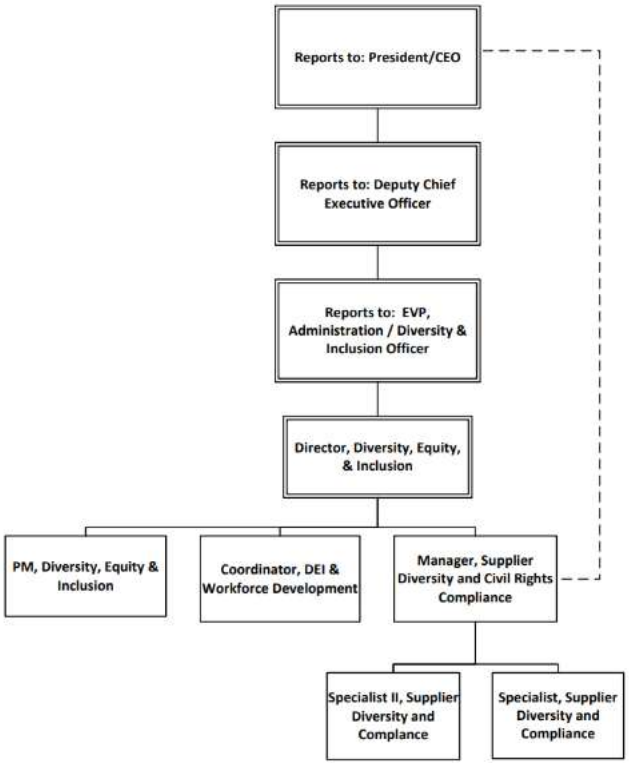
FY2023 Accomplishments

- Customer
  - Updated CapMetro's Title VI Policies & Program and submitted to FTA.
  - Updated CapMetro's Language Assistance Plan to provide efficient services to people with limited English proficiency.
- Community
  - Continued partnerships with minority chambers of commerce, local governments, and the Women's Business Council – Southwest.
  - Conducted virtual networking events for small and minority businesses to increase their participation in CapMetro projects through sharing information on future transportation development in Central Texas.
  - Achieved commitments of 18.74% DBE participation and 31% SBE participation in new contracts.
  - Completed a disparity study for the SBE program and an availability study for the DBE program.
  - Created Diversity, Equity and Inclusion Council, including the internal steering committee and DEI Community Advisory Group.
  - Adopted Diversity, Equity and Inclusion board policy statement.
- Workforce
  - Conducted staff survey to identify perceptions and awareness of CapMetro's DEI commitment and program. Used the results to improve the program.
  - Gathered teams of CapMetro and service provider employees to participate in community events such as Juneteenth and Martin Luther King Jr. Day.
- Organizational Effectiveness
  - Continued to ensure contract compliance through monitoring commercial useful function, prompt payment, subcontractor use plan, and goal attainment to achieve our DBE and SBE goals.

FY2024 Planned Initiatives

- Customer
  - Review and monitor transit services for equity and compliance with the Title VI Plan.
  - Implement a Language Assistance Plan to enhance understanding by customers with limited English proficiency.
- Community
  - Continue regular meetings of the DEI Community Advisory Group.
  - Continue partnerships with minority chambers of commerce, local governments and Women's Business Council Southwest, and other advocacy groups.
  - Conduct networking events for companies that qualify as DBE and SBE to increase their participation in CapMetro projects.
  - Establish SBE and DBE participation goals in contracts with subcontracting opportunities.
  - Complete a disparity study for the SBE program and an availability study for the DBE program.
  - Create small and minority business accelerator programs to increase participation in contracting opportunities.
- Workforce
  - Engage staff in the DEI program through innovative training and the establishment of employee resource groups.
  - Establish talent pipelines to offer equitable career development opportunities.
- Organizational Effectiveness
  - Establish the triennial overall DBE goal as required by the Federal Transit Administration.

Diversity, Equity and Inclusion Department Organizational Chart



Budget Changes

Labor and Benefits

Increase of $110,711 due to 1 new FTE, approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses

Decrease of $165,000 includes a reduction in Consultation Fees of $145,000 for organizational DEI training completed in FY2023. A decrease of $19,000 in Dues and Subscriptions which includes a $40,000 transfer for chambers of commerce to the Community Engagement department, and an increase of $21,000 for diversity sponsorships, foundations, and councils.

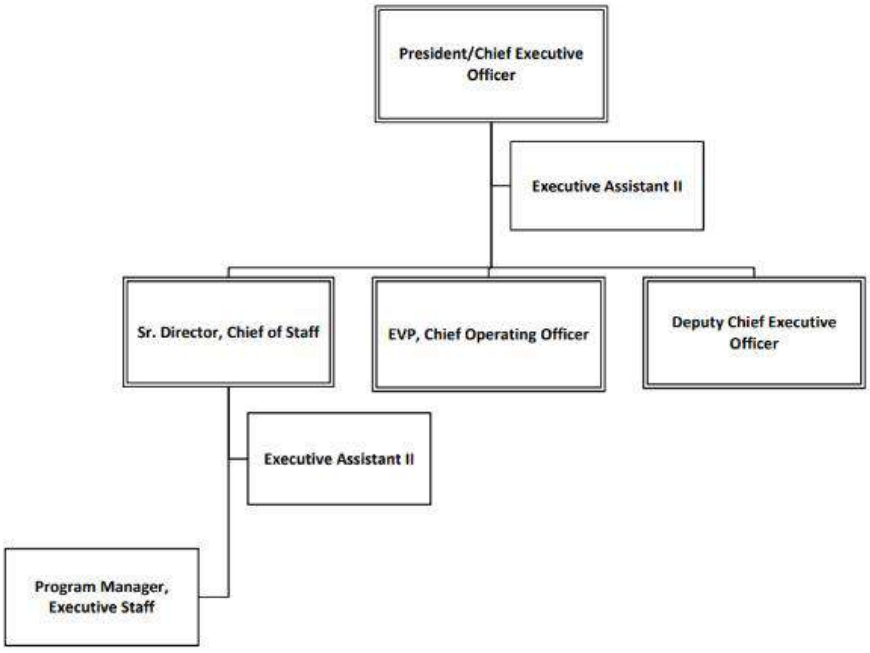
	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$267,644	$479,827	$479,827	$581,466	$101,639	21.2 %
FICA-Admin	24,628	35,589	35,589	44,482	8,893	25.0 %
State Unemployment-Admin	1,373	901	901	1,080	179	19.9 %
Sick Leave-Admin	17,376	—	—	—	—	N/A
Holiday Leave-Admin	16,671	—	—	—	—	N/A
Vacation Leave-Admin	13,875	—	—	—	—	N/A
Other Paid Leave-Admin	733	—	—	—	—	N/A
TOTAL LABOR & BENEFITS	**342,300**	**516,317**	**516,317**	**627,028**	**110,711**	**21.4 %**
OTHER EXPENSES						
Consultation Fees	374,518	330,000	330,000	185,000	(145,000)	(43.9)%
Other Services	4,748	7,500	7,500	—	(7,500)	(100.0)%
Office Supplies	1,650	1,200	1,200	1,200	—	—
Other Supplies	4,600	—	—	—	—	N/A
Dues and Subscriptions	54,500	80,000	80,000	61,000	(19,000)	(23.8)%
Airfare-Transportation	—	4,000	4,000	4,000	—	—
Travel-Per Diem	—	2,020	2,020	2,020	—	—
Seminar, Conferences, Registration	—	25,100	25,100	25,100	—	—
Lodging	—	4,360	4,360	4,360	—	—
Travel-Other	—	320	320	320	—	—
Business Meals-Local	—	2,650	2,650	2,650	—	—
Advertising-Promotion Media	18,446	116,000	116,000	122,500	6,500	5.6 %
Other Miscellaneous Expenses	9,702	20,500	20,500	20,500	—	—
Food and Ice	54	—	—	—	—	N/A
TOTAL OTHER EXPENSES	**468,218**	**593,650**	**593,650**	**428,650**	**(165,000)**	**(27.8)%**
TOTAL OPERATING EXPENSES	**$810,518**	**$1,109,967**	**$1,109,967**	**$1,055,678**	**$(54,289)**	**(4.9)%**

Executive Staff

Functions and Responsibilities

The Executive Staff department provides the organization leadership, direction, and support to help CapMetro meet its agency mission, goals, and objectives. The chief function of the department is to offer support to the entire organization to ensure strategic initiatives, priority projects, and board and executive direction are implemented efficiently and thoughtfully. Additionally, the Executive Staff department is responsible for the creation and implementation of the CapMetro Strategic Plan on an annual basis and ensuring members of the senior management and executive teams have the resources they need to achieve their departmental goals.

Executive Staff Department Organizational Chart



Budget Changes

Labor and Benefits

Increase of $104,142 due to approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses

Decrease of $11,460 due to a combined $3,810 reduction in Airfare, Seminars, Lodging and Business Meals as more conferences are local, and $8,000 less in Other Miscellaneous Expenses as meeting space is no longer necessary due to the completion of the boardroom.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$757,413	$1,243,257	$1,243,257	$1,380,767	$137,510	11.1 %
Executive Compensation	—	42,000	—	—	(42,000)	(100.0)%
FICA-Admin	54,330	68,840	68,840	77,473	8,633	12.5 %
State Unemployment-Admin	1,276	1,261	1,261	1,260	(1)	(0.1)%
Sick Leave-Admin	98,626	—	—	—	—	N/A
Holiday Leave-Admin	40,245	—	—	—	—	N/A
Vacation Leave-Admin	196,251	—	—	—	—	N/A
Other Paid Leave-Admin	971	—	—	—	—	N/A
TOTAL LABOR & BENEFITS	**1,149,111**	**1,355,358**	**1,313,358**	**1,459,500**	**104,142**	**7.7 %**
OTHER EXPENSES						
Office Supplies	3,742	2,400	600	2,400	—	—
Telephone-Local	600	2,880	2,880	2,880	—	—
Dues and Subscriptions	138,253	139,225	139,075	139,575	350	0.3 %
Airfare-Transportation	10,213	20,000	20,000	22,000	2,000	10.0 %
Travel-Per Diem	1,521	8,250	8,250	8,250	—	—
Toll Road Charges	1,357	—	—	—	—	N/A
Seminar, Conferences, Registration	19,340	30,600	30,600	29,450	(1,150)	(3.8)%
Lodging	11,339	39,000	39,000	32,000	(7,000)	(17.9)%
Travel-Other	—	—	5,000	—	—	N/A
Business Meals-Local	654	2,660	2,660	5,000	2,340	88.0 %
Postage	12	—	—	—	—	N/A
Other Miscellaneous Expenses	4,480	11,000	5,500	3,000	(8,000)	(72.7)%
Food and Ice	2,910	1,500	1,500	1,500	—	—
Recognition Program	—	—	500	—	—	N/A
TOTAL OTHER EXPENSES	**194,422**	**257,515**	**255,565**	**246,055**	**(11,460)**	**(4.5)%**
TOTAL OPERATING EXPENSES	**$1,343,533**	**$1,612,873**	**$1,568,923**	**$1,705,555**	**$92,682**	**47.5 %**

Finance

Functions and Responsibilities

The Finance department is responsible for monitoring CapMetro's financial performance, recommending effective allocation of resources, ensuring accurate and timely accounting and reporting, processing timely payment of goods and services procured, developing and monitoring annual operating and capital budgets, administering federal and state grant programs, safeguarding assets and facilitating strategic financial planning, insurance and risk management.

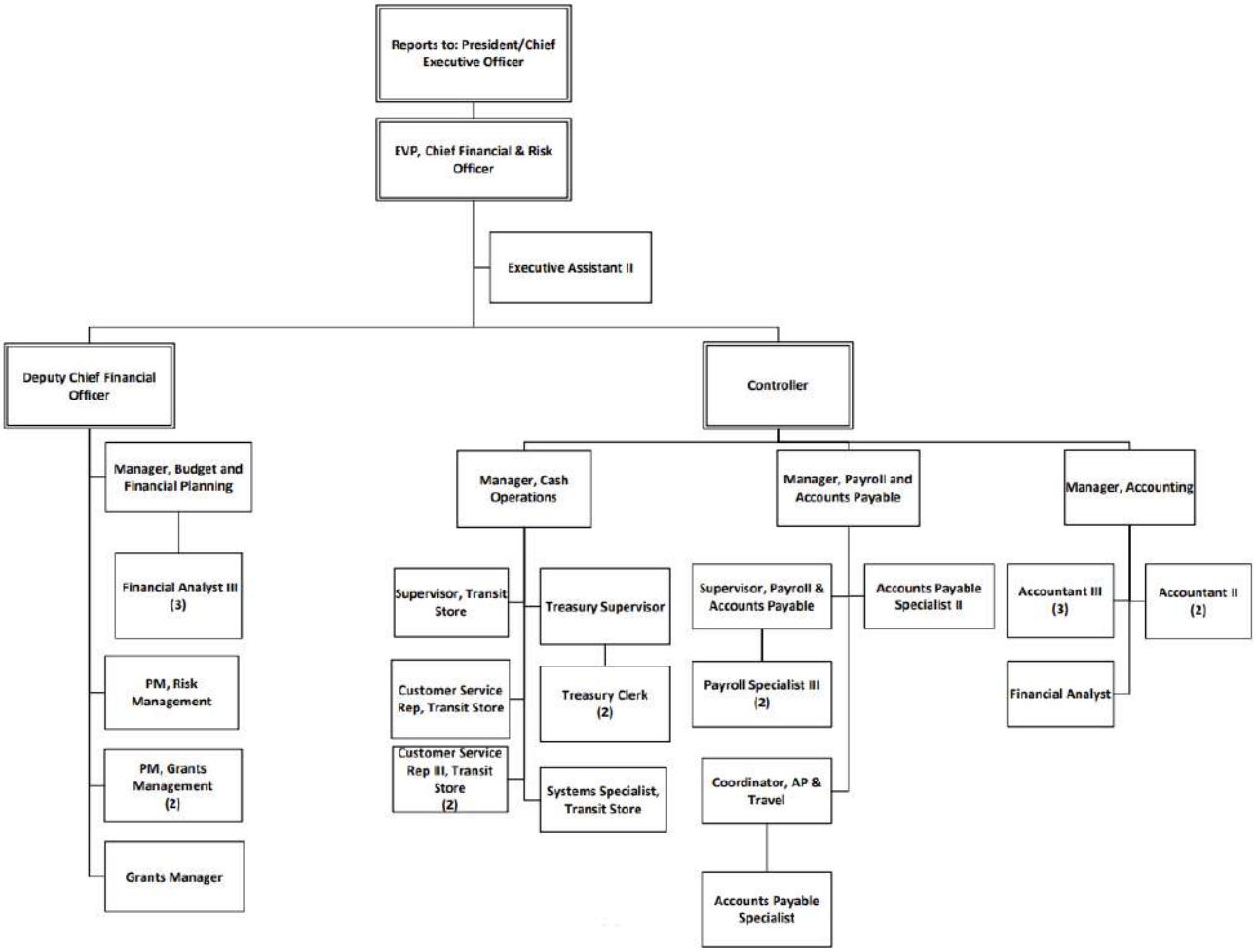
FY2023 Accomplishments

- Customer
  - Continued with the implementation of the agency's technical roadmap to replace the fare collection systems by implementing an account-based backend system that will be simple to use, convenient for the customer and cost-effective to implement and maintain.
  - Continued ongoing multiyear installation of ticket vending machines at selected bus stops and Park & Rides.
- Organizational Effectiveness
  - Pursued additional funding opportunities that align with the agency's objectives.
  - Continued to support the Austin Transit Partnership and the implementation of the Project Connect program of projects.
  - Deployed new Enterprise Resource Planning (ERP) system to include financial, procurement, budget and planning and human capital management modules.
  - Completed the FY2024 Budget and submitted the FY2023 Budget document to the Government Finance Officers Association for award consideration.
  - Completed the FY2022 Annual Comprehensive Financial Report and submitted it to the Government Finance Officers Association for award consideration.
  - Received an unmodified opinion from CapMetro's independent accounting firm on the FY2022 financial statements and no single audit findings or internal control deficiencies.
  - Updated the long-range financial plan to prioritize the agency's operating and capital expenditures and plan for strategic initiatives.

FY2024 Planned Initiatives

- Customer
  - Continue to work toward the implementation of solutions to provide the local unhoused community with public transportation connecting them to necessary resources and a path to sustainable housing and livelihood.
  - Implement fare capping as part of the account-based system providing customers with the best value for their transportation needs.
  - Implement “Equifare” Low-income fare program as part of account-based system to position and safeguard the community for future fare increases.
  - Replace fare collection equipment.
  - Install validators on Pickup vehicles.
  - Implement new payment processor and facilitator for upcoming CapMetroAccess software reservation system and MetroBike.
- Organizational Effectiveness
  - Pursue additional funding opportunities that align with the agency’s objectives.
  - Continue to support the Austin Transit Partnership and the implementation of the Project Connect program of projects.
  - Continue to improve the functionality and business processes in the new ERP system including financials, procurement, budget and planning and human capital management modules.
  - Complete the FY2025 Budget and submit the FY2024 Budget document to the Government Finance Officers Association for award consideration.
  - Complete the FY2023 Annual Comprehensive Financial Report and submit it to the Government Finance Officers Association for award consideration.
  - Receive an unmodified opinion from CapMetro’s independent accounting firm on the FY2023 financial statements and no single audit findings or internal control deficiencies.
  - Update the long-range financial plan to prioritize the agency’s operating and capital expenditures and plan for strategic initiatives.

Finance Department Organizational Chart



Budget Changes

Labor and Benefits

Increase of $376,633 due to approved performance-based pay increases and an across-the-board one-time market pay increase, an additional $510,000 equity and compression hourly employee pay increase to be distributed amongst applicable departments.

Other Expenses

Increase of $230,053 due to $250,00 in Consultation Fees for a Title VI Fare Equity Study, $128,294 in Passes and Tickets for new electronic ticket media, $124,560 in Other Supplies for new deposit slips that meet regulations, and $84,000 for Bank Charges due to anticipated increase in electronic payments. This is largely offset by reductions in Other Professional Fees of $152,800 and $200,000 in Rail Liability Claims.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$2,783,256	$3,636,892	$3,636,892	$4,003,333	$366,441	10.1 %
Overtime-Admin	30,684	—	—	—	—	N/A
FICA-Admin	232,339	261,575	261,575	258,105	(3,470)	(1.3)%
State Unemployment-Admin	(32,687)	6,839	6,839	6,300	(539)	(7.9)%
Expense For W-C Claims	17,017	99,999	284,346	99,996	(3)	(0.0)%
W-C Admin Fees	34	596	1,748	600	4	0.7 %
Premiums For W-C Losses	34,909	40,000	91,118	50,000	10,000	25.0 %
Sick Leave-Admin	134,377	—	—	—	—	N/A
Supplemental Sick	2,173	—	—	—	—	N/A
Holiday Leave-Admin	153,744	—	—	—	—	N/A
Vacation Leave-Admin	227,475	—	—	—	—	N/A
Other Paid Leave-Admin	4,679	—	—	—	—	N/A
Uniform Allowance-Admin	—	—	—	4,200	4,200	N/A
Other Benefits-Admin	—	—	—	—	—	N/A
Tuition Reimbursement	1,870	—	—	—	—	N/A
TOTAL LABOR & BENEFITS	**3,589,868**	**4,045,901**	**4,282,518**	**4,422,534**	**376,633**	**9.3 %**
OTHER EXPENSES						
Audit Fees	258,537	450,000	450,000	450,000	—	—
Consultation Fees	280,493	66,000	66,000	316,000	250,000	378.8 %
Other Professional Fees	333,873	340,900	340,900	188,100	(152,800)	(44.8)%
Permits and Fees	174	—	—	—	—	N/A
Temporary Help	121,168	144,000	144,000	130,480	(13,520)	(9.4)%
Maintenance-Office Equipment	614	—	—	—	—	N/A
Computer Software	8,250	—	—	—	—	N/A
Courier and Delivery Services	34,972	35,400	35,400	39,600	4,200	11.9 %
Other Services	350,119	350,000	350,000	350,000	—	—
Office Supplies	17,147	10,200	10,200	8,400	(1,800)	(17.6)%
Passes and Tickets	62,582	31,706	31,706	160,000	128,294	404.6 %

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
Other Supplies	4,530	1,440	1,440	126,000	124,560	8,650.0 %
Treasury Room Pass Consumption	—	—	(1,775)	—	—	N/A
Transit Store POS Pass Consumption	—	—	2,032	—	—	N/A
Retail Partner Pass Consumption	—	—	1,389	—	—	N/A
Telephone-Local	2,560	3,000	3,000	3,000	—	—
Property Insurance Premiums	116,990	158,000	158,000	162,000	4,000	2.5 %
Physical Damage Recoveries	(2,361)	—	—	—	—	N/A
Rail Liability Claim Payments	1,000,000	200,000	200,000	—	(200,000)	(100.0)%
Vehicle Liability Premiums	49,188	57,775	57,775	99,900	42,125	72.9 %
Auto Liablity Loss	12,875	200,000	200,000	200,000	—	—
Public Officals Liability Premiums	62,146	59,085	59,085	15,000	(44,085)	(74.6)%
Crime Insurance Premium	10,131	10,000	10,000	10,000	—	—
Other Business Insurance	158,369	177,906	177,906	160,000	(17,906)	(10.1)%
Dues and Subscriptions	10,451	12,250	12,250	17,000	4,750	38.8 %
Airfare-Transportation	539	2,000	2,000	3,000	1,000	50.0 %
Travel-Per Diem	173	1,250	1,250	1,750	500	40.0 %
Seminar, Conferences, Registration	6,079	5,300	5,300	14,325	9,025	170.3 %
Lodging	2,067	2,900	2,900	3,600	700	24.1 %
Travel-Other	—	600	600	600	—	—
Business Meals-Local	455	—	—	—	—	N/A
Bad Debt Expense	18,432	15,000	15,000	25,000	10,000	66.7 %
Contingency Reserve	—	7,000,000	2,365,705	7,000,000	—	—
Postage	4,925	3,000	3,000	1,210	(1,790)	(59.7)%
Bank Charges	144,574	66,000	66,000	150,000	84,000	127.3 %
Other Miscellaneous Expenses	7,359	—	(305)	—	—	N/A
P-Card Default Expense	—	—	26,854	—	—	N/A
Food and Ice	(174)	—	467	—	—	N/A
Amortization - GASB 87 Assets	1,203,707	—	—	—	—	N/A
Asset Disposal Exp and Admin Fees	499	1,200	—	—	(1,200)	(100.0)%
Capital Contr - Austin Transit Partnership	23,365,670	—	—	—	—	N/A
TOTAL OTHER EXPENSES	**27,647,111**	**9,404,912**	**4,798,079**	**9,634,965**	**230,053**	**2.4 %**
TOTAL OPERATING EXPENSES	**$31,236,979**	**$13,450,813**	**$9,080,597**	**$14,057,499**	**$606,686**	**4.5 %**

Government Affairs

Functions and Responsibilities

The purpose of the Government Affairs department is to develop relationships with local, state, and federal elected officials, and community leaders, and to research and develop legislative strategies and policies relevant to the agency's interest in providing regional transportation services.

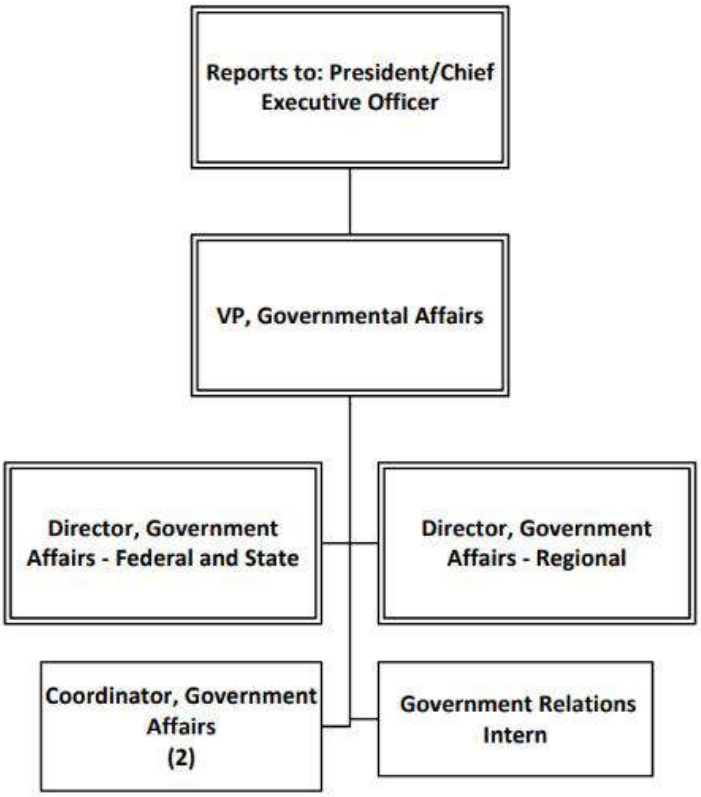
FY2023 Accomplishments

- Customer
  - Pursued transit-friendly policy and advocated against policy that was detrimental to supporting multi-modal transportation and land use.
  - Worked with community leaders and strengthened ties throughout the region to develop transportation solutions to meet the needs of those communities.
- Organizational Effectiveness
  - Identified federal grant opportunities and coordinated responses for competitive applications.
  - Continued to use opportunities to educate partner agencies and elected officials at all regional levels about Project Connect and the value of transit.
  - Continued the multi-year, multi-step process to be eligible for entry into the Capital Investment Grants Program.
  - Engaged other transit authorities across the state to pursue common goals during the interim and develop the agency's legislative agenda for the 88th Texas Legislature.

FY2024 Planned Initiatives

- Customer
  - Work with community leaders and strengthen ties throughout the region to develop and support transportation options to meet the needs of those communities.
  - Pursue and advocate for transit-friendly development policies supporting multi-modal transportation and compatible land use.
- Community
  - Enhance communications and connections with member cities and future regional partners to build a transit-supportive environment for service development and delivery.
  - Engage elected leaders regularly to help shape the direction and projects of the agency to be responsive to the needs of a growing region.

Government Affairs Department Organizational Chart



Budget Changes

Labor and Benefits

Increase of $24,712 due to approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses

Increase of $248,227 mainly due to $228,006 contractual increases in Consultation Fees for state and federal legislative contracts previously shared with the Austin Transit Partnership. A decrease of $8,431 in Dues and Subscriptions for memberships no longer needed. An increase in Travel (including Seminars, Lodging, etc.) of $15,692 to attend necessary federal and statewide conferences and training. And an increase in Other Miscellaneous Expenses of $12,000 for sponsorship of member city events (Lago Vista, Manor, etc.).

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$274,846	$677,717	$677,717	$699,315	$21,598	3.2 %
FICA-Admin	30,550	47,592	47,592	50,705	3,113	6.5 %
State Unemployment-Admin	1,306	1,079	1,079	1,080	1	0.1 %
Sick Leave-Admin	29,697	—	—	—	—	N/A
Holiday Leave-Admin	17,293	—	—	—	—	N/A
Vacation Leave-Admin	30,825	—	—	—	—	N/A
Other Paid Leave-Admin	4,584	—	—	—	—	N/A
TOTAL LABOR & BENEFITS	**389,101**	**726,388**	**726,388**	**751,100**	**24,712**	**3.4 %**
OTHER EXPENSES						
Consultation Fees	400,158	221,994	450,000	450,000	228,006	102.7 %
Other Services	—	—	—	—	—	N/A
Office Supplies	304	1,920	—	2,400	480	25.0 %
Telephone-Local	1,440	1,920	—	2,400	480	25.0 %
Dues and Subscriptions	36,207	70,831	59,605	62,400	(8,431)	(11.9)%
Airfare-Transportation	1,514	12,450	12,450	17,700	5,250	42.2 %
Travel-Per Diem	940	5,440	5,440	5,440	—	—
Seminar, Conferences, Registration	6,835	14,295	14,295	19,787	5,492	38.4 %
Lodging	4,475	13,500	13,500	18,450	4,950	36.7 %
Travel-Other	186	—	—	—	—	N/A
Business Meals-Local	115	—	—	—	—	N/A
Other Miscellaneous Expenses	—	3,500	3,500	15,500	12,000	342.9 %
TOTAL OTHER EXPENSES	**452,174**	**345,850**	**558,790**	**594,077**	**248,227**	**71.8 %**
TOTAL OPERATING EXPENSES	**$841,276**	**$1,072,238**	**$1,285,178**	**$1,345,177**	**$272,939**	**25.5 %**

Information Technology

Functions and Responsibilities

The Information Technology (IT) department establishes the technology vision and ensures innovative systems are delivered, maintained and aligned with the overall CapMetro strategic plan, which focuses on the customer journey and data-driven operations. It is the goal of IT to deliver exceptional customer service and innovative technology solutions through strategic planning, procurement and implementation of technology systems. IT ensures business continuity and system resiliency through highly available, fault tolerant and secure CapMetro systems while providing 24/7 support for its enterprise infrastructure and transit technology systems.

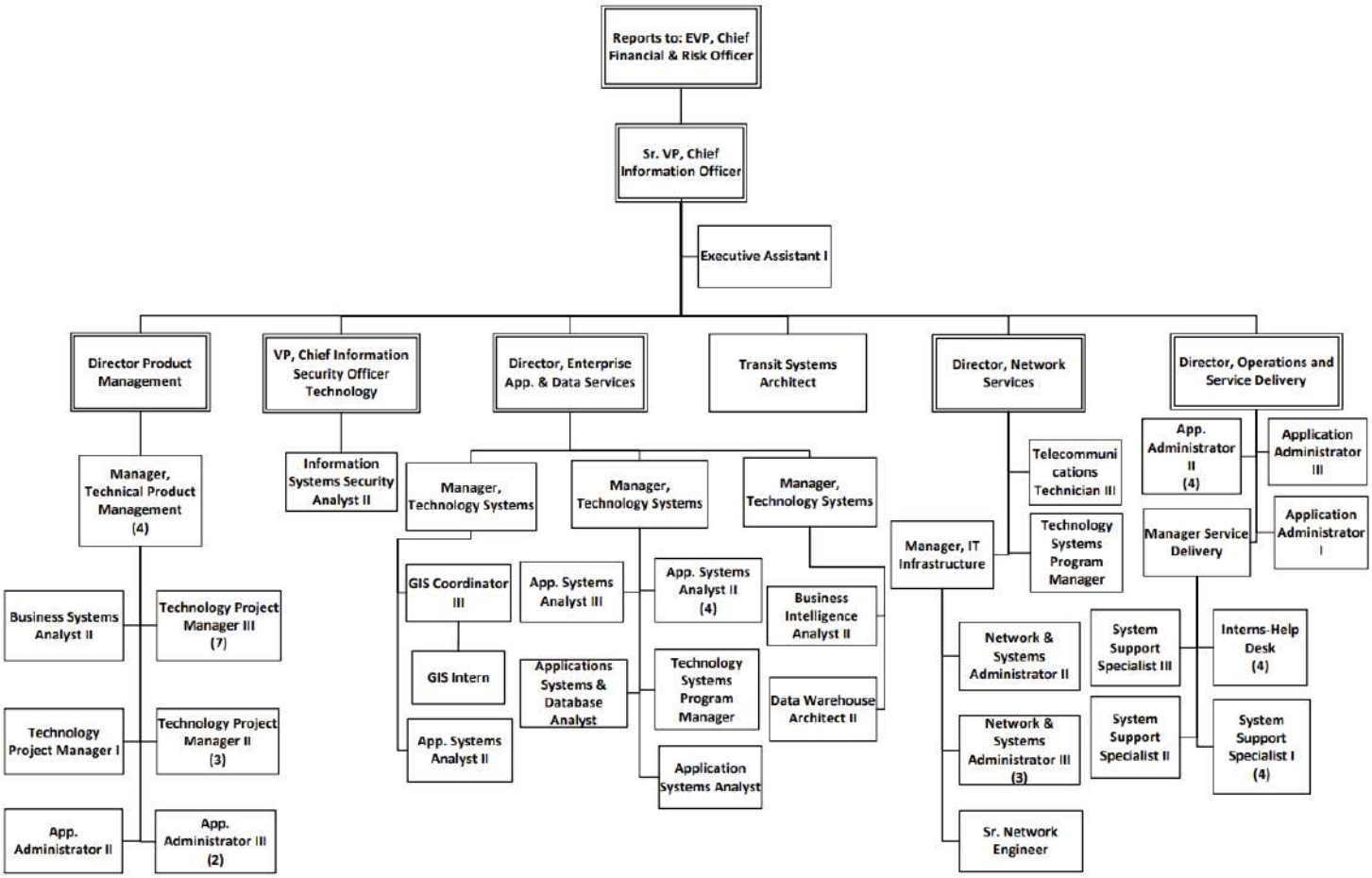
FY2023 Accomplishments

- Customer
  - Successfully launched Amp account-based customer payment system, smart card, and app to provide money-saving benefits including an equity-based fare program (Equifare) and fare-capping for customers.
  - Completed the first phase of the enterprise data analytics platform with the launch of refreshed public-facing Ridership and Reliability performance dashboards with enhanced accessibility functionality and foundation availability for internal report creation.
  - Completed the first phase of the customer relationship management (CRM) system with the replacement of the ServiceOne system for Customer Care's customer comments and requests.
  - Fully deployed mobile point-of-sale handheld devices for customers to purchase passes from a conductor on CapMetro Rail and for special events.
  - Implemented new Transportation Security Administration (TSA) cybersecurity recommendations and requirements to mitigate security compliance risks.
  - Began the implementation of the OPS-Web scheduling and dispatching software that uses business intelligence and predictive analytics to establish the most optimal schedules and allows for self-service operator "sign-ups".
  - Replaced aging passenger Wi-Fi on CapMetro Rapid fleet.
  - Completed procurement and began implementation of the Farebox and Vaulting System.
  - Continued implementation of an identity and access management solution that supports enabling single sign-on (SSO) to improve IT security and end-user productivity.
  - Replaced scheduling system that significantly improved response times and overall operations.

FY2024 Planned Initiatives

- Customer
  - Fully incorporate MetroBike as a CapMetro service including replacement or expansion of the software and hardware components.
  - Complete rail crossing security enhancements.
  - Replace aging passenger Wi-Fi on CapMetro Rail fleet.
  - Provide solution to managing power systems for an expanded electric fleet.
  - Develop a regional trip planning framework.
  - Assist launch of a new Public Safety division, vehicles, and technologies.
  - Complete replacement of the in-house rail configuration management system with a new system built on the latest technologies.
  - Begin acquisition to replace the rail dispatch system.
  - Continue implementation to replace and upgrade the physical access control system used by all CapMetro facilities.

Information Technology Department Organizational Chart



Budget Changes

Labor and Benefits

Increase of $553,554 due to 2 new FTEs and approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expense

Increase of $3,530,792 driven by the following expense categories: Other Professional Fees $193,107, $910,352 for Temporary Help for ERP projects and technical documentation, $2,107,792 in Software Maintenance Contracts for upgrades and additional user licenses, $1,100,496 in Telephone Local expense for new circuits at new offices as well as new cell services. This is offset by reductions of $88,766 in Computer Hardware and $841,000 in Non-capital Training.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$4,280,937	$7,135,700	$7,135,700	$7,635,943	$500,243	7.0 %
Overtime-Admin	7,518	—	—	—	—	N/A
Salaries & Wages-Temp	6,430	—	—	—	—	N/A
Intern Pay	83,946	—	—	—	—	N/A
FICA-Admin	392,237	520,185	520,185	573,137	52,952	10.2 %
State Unemployment-Admin	18,445	12,059	12,059	12,418	359	3.0 %
Sick Leave-Admin	283,993	—	—	—	—	N/A
Supplemental Sick	6,413	—	—	—	—	N/A
Holiday Leave-Admin	256,819	—	—	—	—	N/A
Vacation Leave-Admin	295,955	—	—	—	—	N/A
Other Paid Leave-Admin	16,095	—	—	—	—	N/A
TOTAL LABOR & BENEFITS	**5,648,788**	**7,667,944**	**7,667,944**	**8,221,498**	**553,554**	**7.2 %**
OTHER EXPENSES						
Consultation Fees	2,161,443	—	—	—	—	N/A
Other Professional Fees	139,875	591,393	591,393	784,500	193,107	32.7 %
Temporary Help	377,369	406,248	273,640	1,316,600	910,352	224.1 %
Phone System Maintenance	425,049	594,242	595,500	595,500	1,258	0.2 %
Computer Hardware	1,536,128	1,972,072	1,796,849	1,883,306	(88,766)	(4.5)%
Computer Software	6,117,670	9,727,521	7,849,469	11,835,313	2,107,792	21.7 %
Non-Capital Training	55,051	991,800	188,800	150,000	(841,800)	(84.9)%
Office Supplies	6,226	2,904	2,950	3,000	96	3.3 %
Training Materials	3,400	—	—	—	—	N/A
Other Supplies	21	—	—	—	—	N/A
Telephone-Local	1,522,118	1,707,756	2,259,993	2,808,252	1,100,496	64.4 %
Dues and Subscriptions	1,929	7,351	7,351	8,510	1,159	15.8 %
Airfare-Transportation	3,494	4,570	8,960	31,575	27,005	590.9 %
Travel-Per Diem	1,812	3,341	3,953	10,258	6,917	207.0 %
Toll Road Charges	1,397	—	—	—	—	N/A
Seminar, Conferences, Registration	25,116	52,300	50,200	145,350	93,050	177.9 %
Lodging	5,794	7,680	12,410	26,600	18,920	246.4 %
Travel-Other	181	—	—	—	—	N/A
Postage	156	—	—	10	10	N/A
Other Miscellaneous Expenses	21	—	—	—	—	N/A
Food and Ice	258	—	1,000	1,200	1,200	N/A
Lease-Operating Yard-Storage	—	7,600	—	7,596	(4)	(0.1)%
TOTAL OTHER EXPENSES	**12,384,508**	**16,076,778**	**13,642,468**	**19,607,570**	**3,530,792**	**22.0 %**
TOTAL OPERATING EXPENSES	**$18,033,297**	**$23,744,722**	**$21,310,412**	**$27,829,068**	**$4,084,346**	**17.2 %**

Innovative Mobility

Functions and Responsibilities

Innovative Mobility is responsible for the Pickup Service, exploring the future of public transportation technologies, platforms, modes, initiatives, and creating and managing alternative shared public transit service solutions in areas where fixed-route transit is not a good mobility option.

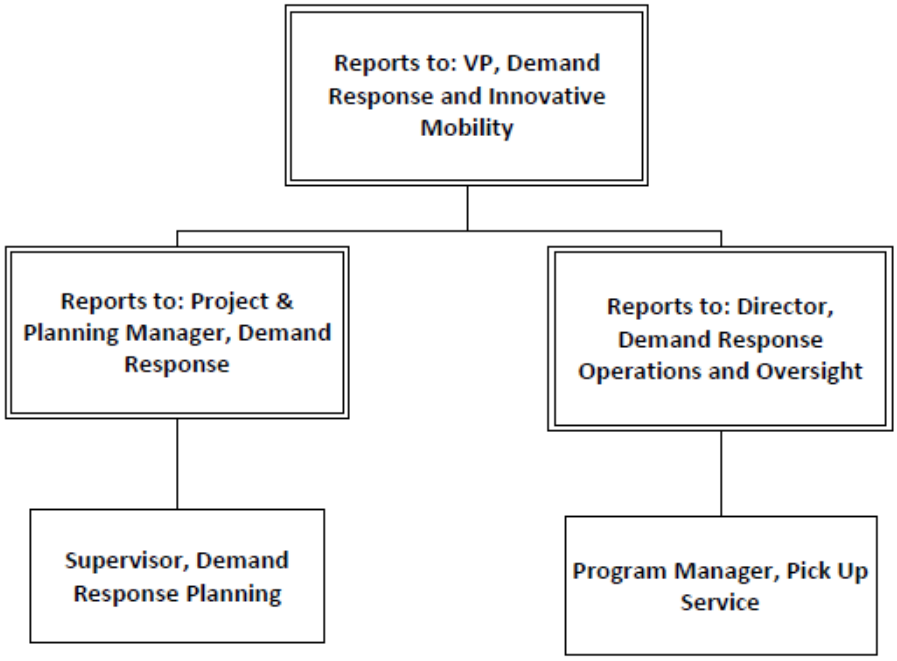
FY2023 Accomplishments

- Customer
  - Expanded ridership of Pickup service by more than 200% over the previous year without adding any new zones.
  - Increased Pickup fleet and drivers to accommodate ridership.
- Community
  - Evaluated the feasibility of using electric vehicles with the plan to implement a pilot next year.
- Workforce
  - Increased driver wages to attract operators needed to support increased service levels.
  - Implemented customer relationship management (CRM) software to improve customer service.
- Organizational Effectiveness
  - Began design on the new North Base Demand Response Facility.

FY2024 Planned Initiatives

- Customer
  - Open new Pickup zones in the Dove Springs and Decker Lake areas.
- Community
  - Pilot the use of electric vehicles.
- Organizational Effectiveness
  - Support the North Base Demand Response facility project.

Innovative Mobility Department Organizational Chart



Budget Changes

Labor and Benefits

Decrease of $10,891 from 0.5 FTE reduction, an increase of 0.35 FTE allocation from Demand Response Oversight, approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses

Increase of $4,419,586 primarily in Pickup Services of $4,702,817 and $140,742 in Lease-Vehicles to support increased service hours offset by $111,658 lower contractual rates in Pickup CARTS. Decrease in Fuel and Gasoline Fuel Tax of $283,426 from an overstatement of the prior year's budget. Fuel costs are projected at an average cost per gallon with taxes of $2.60 for FY2024, an increase of $0.20 per gallon compared to FY2023.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$275,339	$289,281	$289,281	$277,582	($11,699)	(4.0)%
FICA-Admin	22,733	20,401	20,401	21,236	835	4.1 %
State Unemployment-Admin	1,119	450	450	423	(27)	(6.0)%
Sick Leave-Admin	6,167	—	—	—	—	N/A
Holiday Leave-Admin	16,975	—	—	—	—	N/A
Vacation Leave-Admin	27,683	—	—	—	—	N/A
TOTAL LABOR & BENEFITS	**350,016**	**310,132**	**310,132**	**299,241**	**(10,891)**	**-3.5%**
OTHER EXPENSES						
Other Professional Fees	4,842	25,000	25,000	—	(25,000)	(100.0)%
Maintenance-Radios	3,712	16,770	23,770	20,907	4,137	24.7 %
Fuel Expense	(17,991)	521,728	521,728	244,048	(277,680)	(53.2)%
Office Supplies	694	—	—	—	—	N/A
Other Supplies	1,863	72,000	40,000	45,000	(27,000)	(37.5)%
Telephone-Local	480	960	960	960	—	—
Fuel Tax	—	26,086	26,086	20,340	(5,746)	(22.0)%
Pickup CARTS	677,560	1,710,914	1,023,572	1,599,256	(111,658)	(6.5)%
Pickup	2,751,061	4,051,119	5,193,955	8,753,936	4,702,817	116.1 %
Dues and Subscriptions	500	—	—	475	475	N/A
Airfare-Transportation	1,063	—	—	2,400	2,400	N/A
Travel-Per Diem	772	—	—	2,000	2,000	N/A
Seminar, Conferences, Registration	3,187	—	—	1,400	1,400	N/A
Lodging	2,192	—	—	2,700	2,700	N/A
Advertising-Promotion Media	19,132	22,500	22,500	22,500	—	—
Postage	132	7,500	7,500	7,500	—	—
Other Miscellaneous Expenses	—	—	—	10,000	10,000	N/A
Lease-Vehicles	814,572	915,594	1,354,200	1,056,336	140,742	15.4 %
TOTAL OTHER EXPENSES	**4,263,771**	**7,370,172**	**8,239,271**	**11,789,758**	**4,419,586**	**60.0%**
TOTAL OPERATING EXPENSES	**$4,613,787**	**$7,680,304**	**$8,549,403**	**$12,088,999**	**$4,408,695**	**57.4%**

Internal Audit

Functions and Responsibilities

The Internal Audit department reports directly to the board of directors and is an independent and objective source of assurance and advisory services. The department assures CapMetro's governance, risk management, and control processes to help the organization achieve its strategic, operational, financial, and compliance objectives. In addition, the department is a catalyst for process improvement by providing insight and recommendations based on a systematic analysis and assessment of data and business processes. Internal Audit also shares best practices and suggests ways for reducing costs and enhancing revenues.

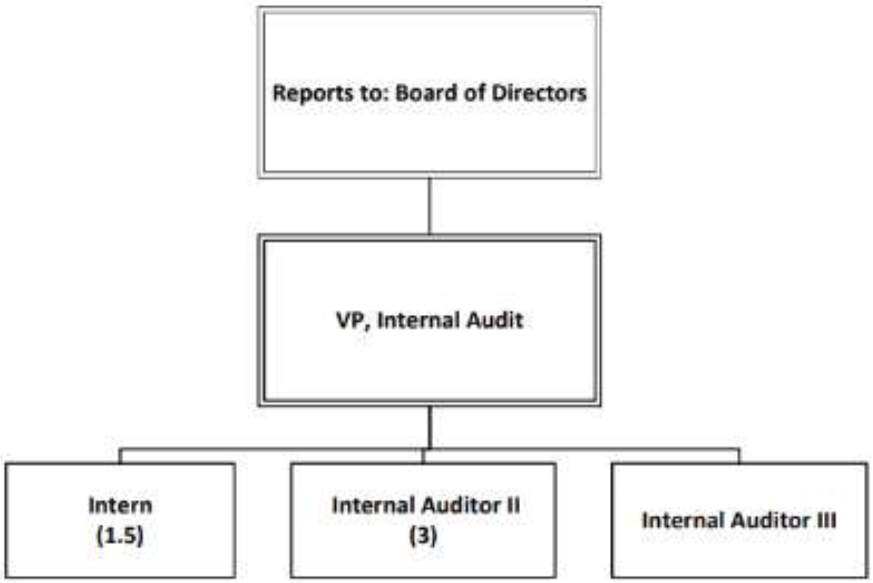
FY2023 Accomplishments

- Customer
  - Developed FY2023 risk-based flexible audit plan that supports organizational objectives and best practices related to governance, risk, and compliance.
  - Partnered with management in identifying and facilitating process improvement opportunities across departments and the CapMetro enterprise.
  - Benchmarked processes, systems, and controls both internally and externally, including against other public transit agencies.
- Community
  - Provided leadership and assisted with promoting or participating in professional organizations (e.g., Institute of Internal Auditors and Association of Local Government Auditors) and industry organizations (e.g., APTA).
  - Shared best practices and assisted peer transit and local government internal audit functions.
- Workforce
  - Continued University of Texas (UT) audit internship program. Recruited and developed UT Audit Interns and leveraged their skills to drive process improvement within CapMetro.
  - Enhanced training and professional certifications for employees to improve support of CapMetro and the transit industry.
- Organizational Effectiveness
  - Provided assurance, advisory, and risk management services to management and the board of directors in support of CapMetro's strategic priorities.
  - Executed the FY2023 internal audit services plan, assisted management by assessing operational and business risks and focused on the most cost-effective internal audit resources.
  - Partnered with management in the enterprise implementation of governance risk and compliance system which will serve as a contract performance management system across bus, demand response, and rail operations, and support the needs of Safety, Risk Management and IT.

FY2024 Planned Initiatives

- Customer
  - Develop FY2024 risk-based flexible audit plan that supports organizational objectives and best practices related to governance, risk, and compliance.
  - Partner with management in identifying and facilitating process improvement opportunities across the agency.
  - Benchmark processes, systems, and controls internally and externally, including against other public transit agencies.
- Community
  - Provide leadership and assist with promoting or participating in professional organizations (e.g., Institute of Internal Auditors and Association of Local Government Auditors) and industry organizations (e.g., APTA).
  - Share best practices and assist, as needed, peer transit and local government internal audit functions.
- Workforce
  - Continue the UT audit internship program. Recruit and develop audit interns and leverage their skills to drive process improvement within CapMetro.
  - Enhance training and professional certifications for employees to improve support of CapMetro and the transit industry.
- Organizational Effectiveness
  - Provide assurance, advisory, and risk management services to management and the board of directors in support of CapMetro's strategic priorities.
  - Execute the FY2024 internal audit services plan and assist management by assessing operational and business risks and focusing on internal audit resources most cost-effectively and efficiently.
  - Continue to partner with management in the implementation of a governance risk and compliance system which will serve as a contract performance management system across operations and support the needs of Safety, Risk Management, and IT.

Internal Audit Department Organizational Chart



Budget Changes

Labor and Benefits
Increase of $354,301 due to the addition of 2.5 new FTEs, 1 position reclassification, approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses
Increase of $5,141 driven mainly by expenses related to the addition of new staff.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$318,010	$392,268	$392,268	$720,654	$328,386	83.7 %
FICA-Admin	24,611	25,507	25,507	50,706	25,199	98.8 %
State Unemployment-Admin	1,093	544	544	1,260	716	131.6 %
Sick Leave-Admin	42,110	—	—	—	—	N/A
Holiday Leave-Admin	19,944	—	—	—	—	N/A
Vacation Leave-Admin	24,026	—	—	—	—	N/A
Other Paid Leave-Admin	906	—	—	—	—	N/A
TOTAL LABOR & BENEFITS	**430,699**	**418,319**	**418,319**	**772,620**	**354,301**	**84.7 %**
OTHER EXPENSES						
Office Supplies	—	240	240	240	—	—
Training Materials	87	—	—	—	—	N/A
Other Supplies	—	240	240	240	—	—
Telephone-Local	1,240	1,440	1,440	2,400	960	66.7 %
Dues and Subscriptions	1,005	1,512	1,512	1,848	336	22.2 %
Airfare-Transportation	342	1,125	1,125	1,250	125	11.1 %
Travel-Per Diem	173	633	633	633	—	—
Seminar, Conferences, Registration	838	4,380	4,380	8,050	3,670	83.8 %
Lodging	489	1,470	1,470	1,470	—	—
Travel-Other	90	—	—	—	—	N/A
Business Meals-Local	—	75	47	125	50	66.7 %
Food and Ice	—	—	28	—	—	N/A
TOTAL OTHER EXPENSES	**4,263**	**11,115**	**11,115**	**16,256**	**5,141**	**46.3 %**
TOTAL OPERATING EXPENSES	**$434,963**	**$429,434**	**$429,434**	**$788,876**	**$359,442**	**(21.9)%**

Legal

Functions and Responsibilities

The Legal department ensures that CapMetro conducts its activities ethically and consistently with federal and state laws, providing sound legal advice and reducing the risk of legal action. The department provides legal support on applicable federal, state, and local laws; ensures compliance with the Texas Public Information Act, Open Meetings Act, and State Records Retention Act; monitors and enhances CapMetro's ethics program to help ensure responsible stewardship of public funds; and manages outside legal services.

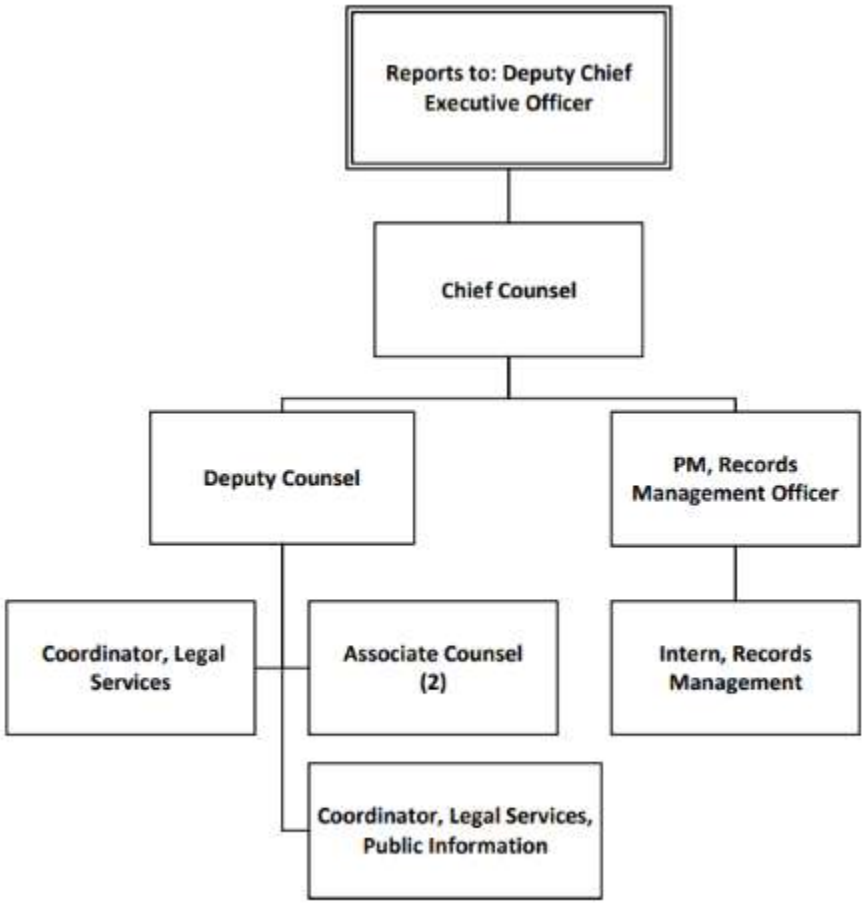
FY2023 Accomplishments

- Customer
  - Collaborated with other departments on effective and efficient ways to develop and implement a wide array of projects in accordance with applicable laws and regulations.
  - Performed department records control schedule reviews in compliance with Texas State Library and Archive Commission Statutes and Administrative Code.
  - Assisted in the development and delivery of staff training on legal matters, including Equal Employment Opportunity (EEO) and records management training, and new Board member training on open government and ethics.
  - Ensured CapMetro met its legal obligations associated with transparency and public information.
  - Obtained favorable judgments, settlements, or resolutions in cases and investigations and completed two condemnation proceedings.
- Community
  - Created sponsorship and/or partnership agreements with over 30 local organizations, representing many diverse communities within the Austin area.
  - Finalized interlocal agreements and memorandums of understanding with partner agencies to advance Project Connect and other transit initiatives.
- Organizational Effectiveness
  - Continued development and implementation of processes and strategies for reducing legal risk and exposure.
  - Developed and implemented records and information management guidance and training for remote workers.

FY2024 Planned Initiatives

- Customer
  - Provide high-quality service and leadership in proactively managing and coordinating the Authority's legal affairs to support and enhance the Authority's mission, core values, vision, goals, and objectives.
  - Continue to collaborate with other departments on effective and efficient ways to develop and implement projects in accordance with applicable laws and regulations.
  - Continue to assist in the development and delivery of staff training on legal matters.
- Community
  - Continue collaboration with external partners to help implement Project Connect, including completing key agreements.
  - Implement a public-facing information portal for accessing public information and submission of public information requests.
- Workforce
  - Collaborate with and advise Authority's stakeholders to ensure services continue with minimal interruption.
  - Conduct staff training on ethics.
  - Conduct new employee records management and information management training.
- Organizational Effectiveness
  - Continue to provide thorough legal review of Authority policies and provide support for the transition of policy tracking, updating, and implementation to the Deputy CEO.
  - Provide accurate and timely legal advice and counsel to the Authority's board of directors and the Authority's executives and departments.
  - Serve as a resource for ethical informed decision-making and creative problem-solving.
  - Educate Authority personnel to reduce the risks of litigation and liability.
  - Coordinate and supervise all legal services for the Authority.
  - Represent the Authority in state and national discussions of legal issues concerning transit.
  - Continue to review and update, as needed, Authority records disposition policies.

Legal Department Organizational Chart



Budget Changes

Labor and Benefits
Increase of $111,819 due to 1 position reclassification, approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses
Increase of $138,171 mainly in General Legal Services for outside legal services contracts which provides legal expertise in litigation matters including highly technical IT contracts, employment law, public finance, public utility law, and real estate transactions.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$517,242	$852,147	$852,147	$954,090	$101,943	12.0 %
FICA-Admin	47,673	59,812	59,812	69,687	9,875	16.5 %
State Unemployment-Admin	1,989	1,439	1,439	1,440	1	0.1 %
Sick Leave-Admin	45,982	—	—	—	—	N/A
Supplemental Sick	8,487	—	—	—	—	N/A
Holiday Leave-Admin	28,121	—	—	—	—	N/A
Vacation Leave-Admin	61,641	—	—	—	—	N/A
TOTAL LABOR & BENEFITS	**711,135**	**913,398**	**913,398**	**1,025,217**	**111,819**	**12.2 %**
OTHER EXPENSES						
General Legal Services	346,583	515,000	643,750	643,752	128,752	25.0 %
Other Professional Fees	549	—	—	—	—	N/A
Courier and Delivery Services	—	48	48	48	—	—
Other Services	8,055	12,000	12,000	12,000	—	—
Office Supplies	2,878	2,004	2,004	2,420	416	20.8 %
Telephone-Local	800	1,920	1,920	1,920	—	—
Dues and Subscriptions	1,541	8,716	8,716	13,090	4,374	50.2 %
Airfare-Transportation	—	1,200	1,200	3,200	2,000	166.7 %
Travel-Per Diem	—	610	610	5,800	5,190	850.8 %
Seminar, Conferences, Registration	1,160	7,827	7,827	4,288	(3,539)	(45.2)%
Lodging	—	1,926	1,926	3,000	1,074	55.8 %
Postage	91	396	396	300	(96)	(24.2)%
Other Miscellaneous Expenses	—	—	—	—	—	N/A
Food and Ice	299	—	—	—	—	N/A
TOTAL OTHER EXPENSES	**361,956**	**551,647**	**680,397**	**689,818**	**138,171**	**25.0 %**
TOTAL OPERATING EXPENSES	**$1,073,091**	**$1,465,045**	**$1,593,795**	**$1,715,035**	**$249,990**	**17.1 %**

Marketing and Communications

Functions and Responsibilities

The Marketing and Communication department furthers CapMetro's mission through promoting transit use and value; developing and distributing all service-related materials, maps and wayfinding; public relations; business development; and internal communications. The department generates revenue through advertising sales on transit vehicles and through the development of programs designed to increase ridership in a collaborative effort with private and public entities. Major responsibilities include: the promotion of routes and services, internal marketing, schedule and signage design, website management, brand development and fleet graphics. The department conducts market research to measure awareness and customer satisfaction levels. The department serves as the primary contact point for the news media. It provides communications strategy and creative support to other departments and the board of directors, allowing CapMetro to drive positive messages and enhance its position in the community. The department establishes and implements CapMetro's social media platforms by presenting user-friendly information through multiple channels for customers, stakeholders and employees.

FY2023 Accomplishments

- Customer
  - Conducted initial testing of capmetro.org for user experience improvements and to better align with recent brand refresh and new fare offerings.
  - Continued the brand refresh effort for the agency, including facility signage and other capital investments.
  - Built a new marketing asset library using new branded buses.
  - Developed messaging for upcoming CapMetro Police chief/officers.
  - Completed the annual customer satisfaction survey.
  - Supported the development and pilot for the new Amp fare system and developed education campaign and web assets in support of the project.
  - Promoted riding CapMetro services and saw double-digit increase in ridership.
  - Created the new CapMetro Waypoint blog to update customers on agency and personnel initiatives.
  - Continued website expansion of projectconnect.com and atptx.com, which are critical community and media resources for information as Project Connect is implemented.
- Community
  - Provided ongoing creative, logistical media and public engagement support during the iterative phases of Project Connect.
  - Completed the annual community perception survey.

- Organizational Effectiveness
  - Continued coalition building with partners to identify shared cost opportunities.
  - Continued to streamline communication processes and coordinated agencywide messaging, including service providers. Expand communication channels, increase frequency and depth of communications and provide increased support of internal customers.
  - Provided web, print, email and bus wrap communications for special events, holiday observances and agency initiatives.
  - Performed internal surveys to receive feedback on communication processes.
  - Implemented second phase of work to improve the current intranet site through CapMetro Central and other connected SharePoint sites.
  - Partnered with People and Culture to further research the employee survey findings and determined action steps for FY2024 to improve communication with all employees and contractors.

FY2024 Planned Initiatives

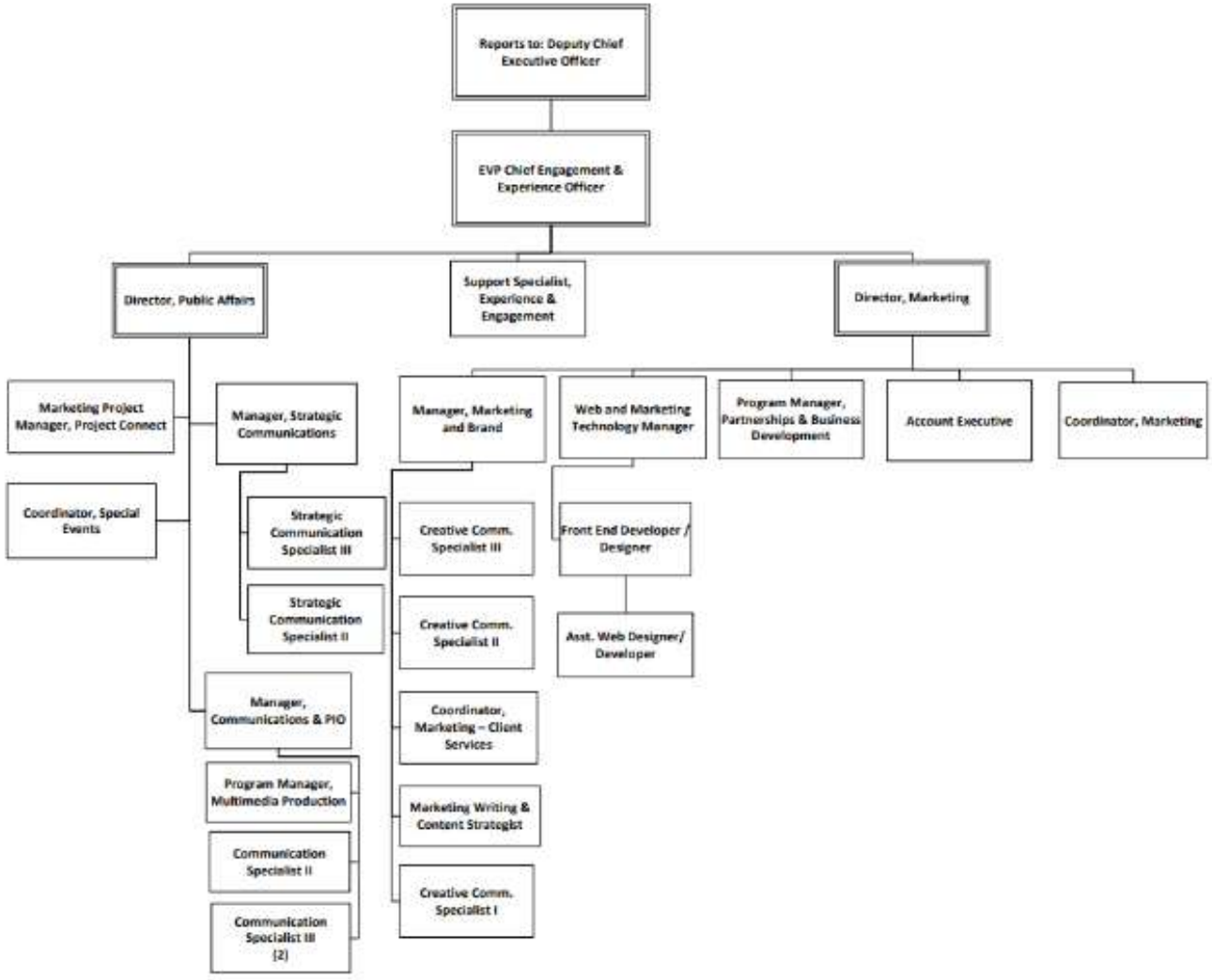
- Customer
  - Finalize the website redesign and the continual improvements necessary to keep the CapMetro website content and usability optimized and to ensure ease of access. Tests will include updates to the site, general user and ADA user testing.
  - Perform customer satisfaction surveys and focus group testing to help improve the customer experience.
  - Promote riding CapMetro services and the introduction of new and improved service.
  - Continue to demonstrate the value of transit as we move toward Project Connect implementation.
  - Continue the refreshed branding effort for the agency including signage updates, internal document updates and rollout of new designs on vehicles.
  - Prepare the introduction of two new CapMetro Rapid lines in 2025 through map, information and promotional planning.
- Community
  - Develop and deliver advertising messages via events, social media and out-of-home to raise awareness of the value that transit brings to our community.
  - Promote new fare-capping structure and fare options for customers, including Equifare-eligible riders and CapMetro for Business.
  - Perform community perception survey.
- Workforce
  - Continue to improve internal communication emails to better disseminate information and employee town halls to increase attendance.

- Grow internal community and culture by hosting agency-wide events such as Operations/Maintenance graduations, Transit Appreciation, Family Fun Day, Roadeo, Thanksgiving and Veterans Day.
- Support People and Culture recruitment efforts with strategic and targeted recruitment efforts.

♦ Organizational Effectiveness

- Launch the customer relationship manager software and fully implement the digital asset manager software.

Marketing and Communications Department Organizational Chart



Budget Changes

Labor and Benefits
Increase of $214,882 due to the addition of 1 new FTE, approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses
Increase of $309,294 is a result of the operation of staff engagement fostering a diverse workforce that has moved from People and Culture resulting in an increase of $77,000 in Other Services, $30,000 in Other Supplies and $160,000 in Food and Ice. Increase of $19,400 for Seminars for staff training. Increase of $176,000 in Advertising/Promotion Media for the value of transit campaign. Decreases of $124,000 in Consultation Fees, $25,670 in Other Professional Fees as the website upgrade and customer satisfaction survey were completed, which also reduced the need for Temporary Help by $50,000.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$1,627,207	$2,389,436	$2,389,436	$2,582,741	$193,305	8.1 %
Overtime-Admin	13	—	—	—	—	N/A
FICA-Admin	144,698	171,497	171,497	192,893	21,396	12.5 %
State Unemployment-Admin	7,141	4,499	4,499	4,680	181	4.0 %
Sick Leave-Admin	150,296	—	—	—	—	N/A
Holiday Leave-Admin	97,553	—	—	—	—	N/A
Vacation Leave-Admin	118,247	—	—	—	—	N/A
Other Paid Leave-Admin	640	—	—	—	—	N/A
TOTAL LABOR & BENEFITS	**2,145,795**	**2,565,432**	**2,565,432**	**2,780,314**	**214,882**	**8.4 %**
OTHER EXPENSES						
Consultation Fees	925,985	1,574,000	786,023	1,450,000	(124,000)	(7.9)%
Other Professional Fees	455,030	713,437	646,011	687,767	(25,670)	(3.6)%
Temporary Help	139,736	254,000	146,281	204,000	(50,000)	(19.7)%
Courier and Delivery Services	49	180	180	180	—	—
Other Services	25,789	18,000	—	95,000	77,000	427.8 %
Advertising Installation Expense	—	—	—	—	—	N/A
Office Supplies	9,308	8,500	9,100	8,500	—	—
Maps and Schedules	189,805	310,000	310,000	329,000	19,000	6.1 %
Other Supplies	293,142	409,000	250,400	450,000	41,000	10.0 %
Telephone-Local	2,600	1,920	3,000	4,536	2,616	136.3 %
Dues and Subscriptions	8,649	6,630	2,668	7,538	908	13.7 %
Airfare-Transportation	6,561	1,100	1,100	2,700	1,600	145.5 %
Travel-Per Diem	1,568	1,000	1,000	1,100	100	10.0 %
Toll Road Charges	1,521	—	—	—	—	N/A
Seminar, Conferences, Registration	30,121	13,600	13,600	33,000	19,400	142.6 %
Lodging	6,084	1,800	1,800	1,700	(100)	(5.6)%
Travel-Other	439	240	3,961	800	560	233.3 %
Business Meals-Local	365	—	—	—	—	N/A

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
Advertising-Promotion Media	457,330	864,000	924,860	1,040,000	176,000	20.4 %
Postage	234	1,200	500	1,200	—	—
Other Miscellaneous Expenses	16	—	—	—	—	N/A
Food and Ice	4,257	7,000	4,000	177,600	170,600	2,437.1 %
Lease-Operating Yard-Storage	3,751	4,920	4,400	5,200	280	5.7 %
TOTAL OTHER EXPENSES	**2,562,340**	**4,190,527**	**3,108,884**	**4,499,821**	**309,294**	**7.4 %**
TOTAL OPERATING EXPENSES	**$4,708,135**	**$6,755,959**	**$5,674,316**	**$7,280,135**	**$524,176**	**7.8 %**

MetroBike

Functions and Responsibilities

The MetroBike department manages the operations and maintenance of the bike-share program for traditional and electric-assist bikes, kiosks, and hubs.

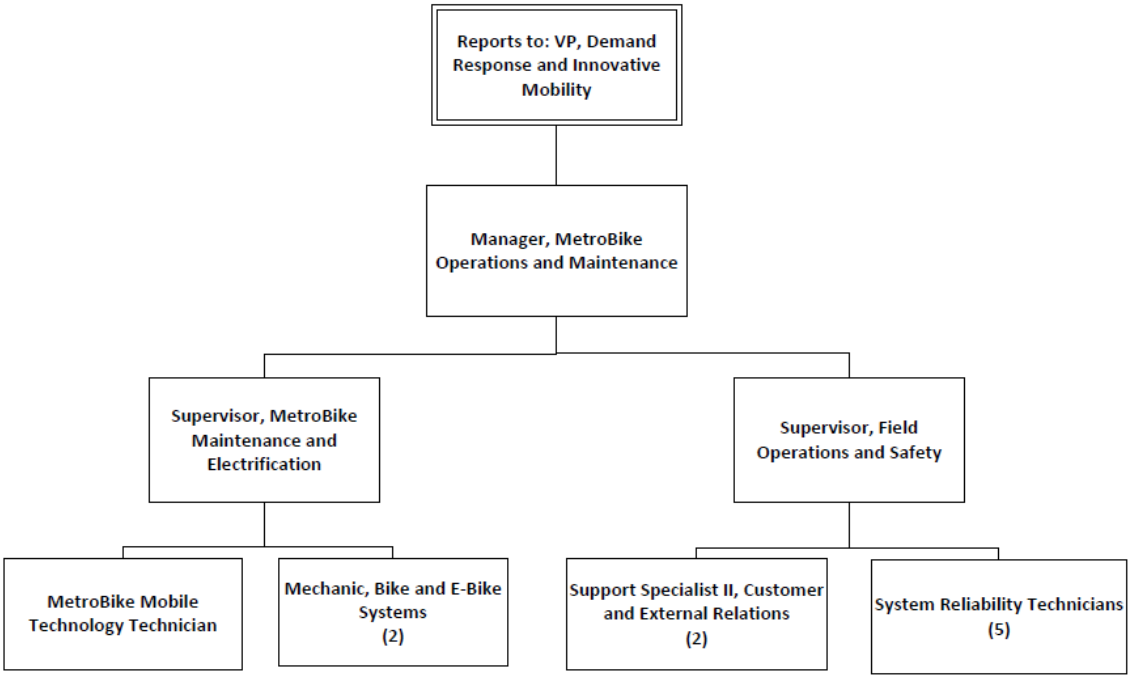
FY2023 Accomplishments

- Customer
  - Awarded a new contract for a bikeshare system to include all hardware and software.
  - Integrated bikeshare operations into CapMetro.
- Community
  - Continued the expansion of the MetroBike electric fleet.
- Workforce
  - Transitioned Bike Share of Austin operations to CapMetro.
- Organization Effectiveness
  - Implemented a comprehensive preventative maintenance program to ensure reliability.
  - Began implementation of a 10-year expansion plan for the MetroBike program in coordination with the city of Austin.

FY2024 Planned Initiatives

- Customer
  - Fully integrate MetroBike's operations, practices, and processes with CapMetro.
  - Implement a new MetroBike customer app and an online portal.
  - Overhaul the existing system based on a new service contract.
- Community
  - Conduct outreach initiatives for community feedback as the system expansion plan is developed.
  - Increase participation in community events and rides.
- Workforce
  - Implement facility changes to better support operational demands.
- Organizational Effectiveness
  - Test new technologies to improve operational effectiveness and customer experience.

MetroBike Department Organizational Chart



Budget Changes

Labor and Benefits
Increase of $128,151 for 0.3 FTE allocation from Demand Response Oversight, approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses
Decrease of $214,445 primarily from $96,000 in Consultation Fees and $34,404 in Vehicle Liability Premiums as these expenses were moved to the Strategic Planning and Development and Finance departments respectively and $72,000 Lease-Administrative Facility moved to the Property and Asset Management department.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$78,497	$798,856	$798,856	$895,278	$96,422	12.1 %
Overtime-Admin	1,206	-	-	12,590	12,590	N/A
FICA-Admin	6,109	58,905	58,905	68,489	9,584	16.3 %
State Unemployment-Admin	90	2,340	2,340	2,396	56	2.4 %
Sick Leave-Admin	10,895	—	—	—	—	N/A
Supplemental Sick	707	—	—	—	—	N/A
Holiday Leave-Admin	2,777	—	—	—	—	N/A
Vacation Leave-Admin	26,206	—	—	—	—	N/A
Uniform Allowance-Admin	—	—	—	9,500	9,500	N/A
TOTAL LABOR & BENEFITS	**126,488**	**860,101**	**860,101**	**988,253**	**128,151**	**14.9%**
OTHER EXPENSES						
Consultation Fees	—	96,000	88,000	—	(96,000)	(100.0)%
Other Professional Fees	—	—	—	—	—	N/A
Permits and Fees	—	61,392	30,696	30,696	(30,696)	(50.0)%
Maintenance-Radios	—	2,800	3,681	4,910	2,110	75.4 %
Fuel Expense	—	14,424	14,424	17,344	2,920	20.2 %
Office Supplies	1,946	—	—	—	—	N/A
Other Supplies	11,266	91,700	87,981	103,805	12,105	13.2 %
Maintenance Materials	548	52,600	52,600	74,598	21,998	41.8 %
Telephone-Local	—	4,320	4,320	4,320	—	—
Vehicle Liability Premiums	—	34,404	34,404	—	(34,404)	(100.0)%
Metrobike	1,432	—	—	—	—	N/A
Dues and Subscriptions	1,000	4,628	4,628	4,600	(28)	(0.6)%
Airfare-Transportation	—	3,600	3,600	3,600	—	—
Travel-Per Diem	—	2,250	2,250	2,700	450	20.0 %
Seminar, Conferences, Registration	—	1,400	1,400	1,400	—	—
Lodging	—	3,500	3,500	3,500	—	—
Business Meals-Local	1,037	—	300	2,100	2,100	N/A
Advertising-Promotion Media	10,011	—	1,000	—	—	N/A
Food and Ice	5,106	—	—	—	—	N/A

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
Lease-Vehicles	—	48,000	78,000	25,000	(23,000)	(47.9)%
Lease-Administrative Facility	—	72,000	63,064	—	(72,000)	(100.0)%
TOTAL OTHER EXPENSES	**32,347**	**493,018**	**473,848**	**278,573**	**(214,445)**	**(43.5)%**
TOTAL OPERATING EXPENSES	**$158,835**	**$1,353,119**	**$1,333,949**	**$1,266,825**	**($86,294)**	**(6.4)%**

Non-Allocated Benefits

Functions and Responsibilities

The Non-Allocated Employee Benefits department provides health and welfare benefits that are attractive, affordable, flexible, and competitive. Our employee benefits package allows us to attract and retain talent from diverse groups and serves as a differentiation factor when deciding on whether or not the job is a good fit. This department captures the costs of various employee benefits agency-wide for health, dental, life insurance, and retirement plans.

FY2023 Accomplishments

- Workforce
  - Continued employee awareness of mental health benefits including Employee Assistance Program (EAP) and telemedicine for reduced-cost mental health services.
  - Added resources for financial wellness through existing retirement plan administration contracts.
  - Enhanced retirement readiness by introducing auto escalation on 401(k) contributions.
  - Introduction and rollout of no-cost benefits to employees.
  - Successfully completed the annual 401(k) and pension plans audits.
- Organizational Effectiveness
  - Established automatic benefit enrollment data feeds and payments to the vendors increasing efficiency.
  - Reduced the number of touchpoints for benefits offered to staff by implementing how-to guides and providing additional educational meetings.
  - Implemented a human resources management module into the new ERP system to streamline benefits actions.

FY2024 Planned Initiatives

- Workforce
  - Revamp employee compensation statements to emphasize the total rewards employees receive in terms of cash compensation and benefits.
  - Review future benefit needs of the population and explore opportunities to enhance benefit offerings.
- Organizational Effectiveness
  - Annual review of the health plan to identify opportunities for savings and increased focus on consumer-driven health care.
  - Annual review of retirement plans to ensure adequate funding and appropriate assumptions.

Budget Changes

Labor and Benefits

Decrease of $2,213,860 is due to a $2,687,146 reduction in anticipated Pension expenses. This is offset by an increase in expected healthcare expenses in Health Plan expenses of $263,411 and Retirement Medicare Supplement Payments of $190,256.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
401k Fees	$29,662	$40,800	$0	$48,000	$7,200	17.6 %
401K	19,777	77,304	25,000	25,008	(52,296)	(67.6)%
Pension-Bargain	238,661	4,200,000	4,000,000	2,187,862	(2,012,138)	(47.9)%
Pension-Admin	2,738,280	5,775,008	5,081,842	5,100,000	(675,008)	(11.7)%
L-T Disability-Admin	137,444	164,260	208,000	216,678	52,418	31.9 %
L/T Disability-IUE	(8,800)	—	—	—	—	N/A
S-T Disability	151,781	134,800	163,200	176,643	41,843	31.0 %
Health Plans-Admin	5,885,606	6,459,037	5,174,000	5,699,154	(759,883)	(11.8)%
Health Plan-Fees	1,307,922	946,119	820,000	1,087,017	140,898	14.9 %
Health Savings Account Employer Contribution	43,128	85,680	62,000	72,000	(13,680)	(16.0)%
Health Plan Employee Contribution-Admin	(963,705)	(869,255)	—	—	869,255	(100.0)%
Dental Plans-Admin	341,430	311,126	233,700	246,333	(64,793)	(20.8)%
Dental Plan Employee Contribution-Admin	(45,497)	(41,111)	—	—	41,111	(100.0)%
Life Insurance-Admin	135,936	122,233	132,000	143,190	20,957	17.1 %
Other Benefits - Operators	60,000	—	—	—	—	N/A
Rideshare Subsidy	2,385	9,240	6,000	9,240	—	—
Bikeshare Subsidy	—	2,484	—	2,484	—	—
Retirement Medicare Supplement Payments	302,108	414,750	414,750	605,006	190,256	45.9 %
TOTAL LABOR & BENEFITS	**10,376,116**	**17,832,475**	**16,320,492**	**15,618,615**	**(2,213,860)**	**-12.4%**
TOTAL OPERATING EXPENSES	**$10,376,116**	**$17,832,475**	**$16,320,492**	**$15,618,615**	**($2,213,860)**	**-12.4%**

Operations and Maintenance Oversight

Functions and Responsibilities

The Operations and Maintenance Oversight department is responsible for coordinating the operations and activities of all CapMetro service providers for bus services. This includes coordination of contract management, data collection, analysis, and quality assurance activities for vehicle operations and vehicle maintenance.

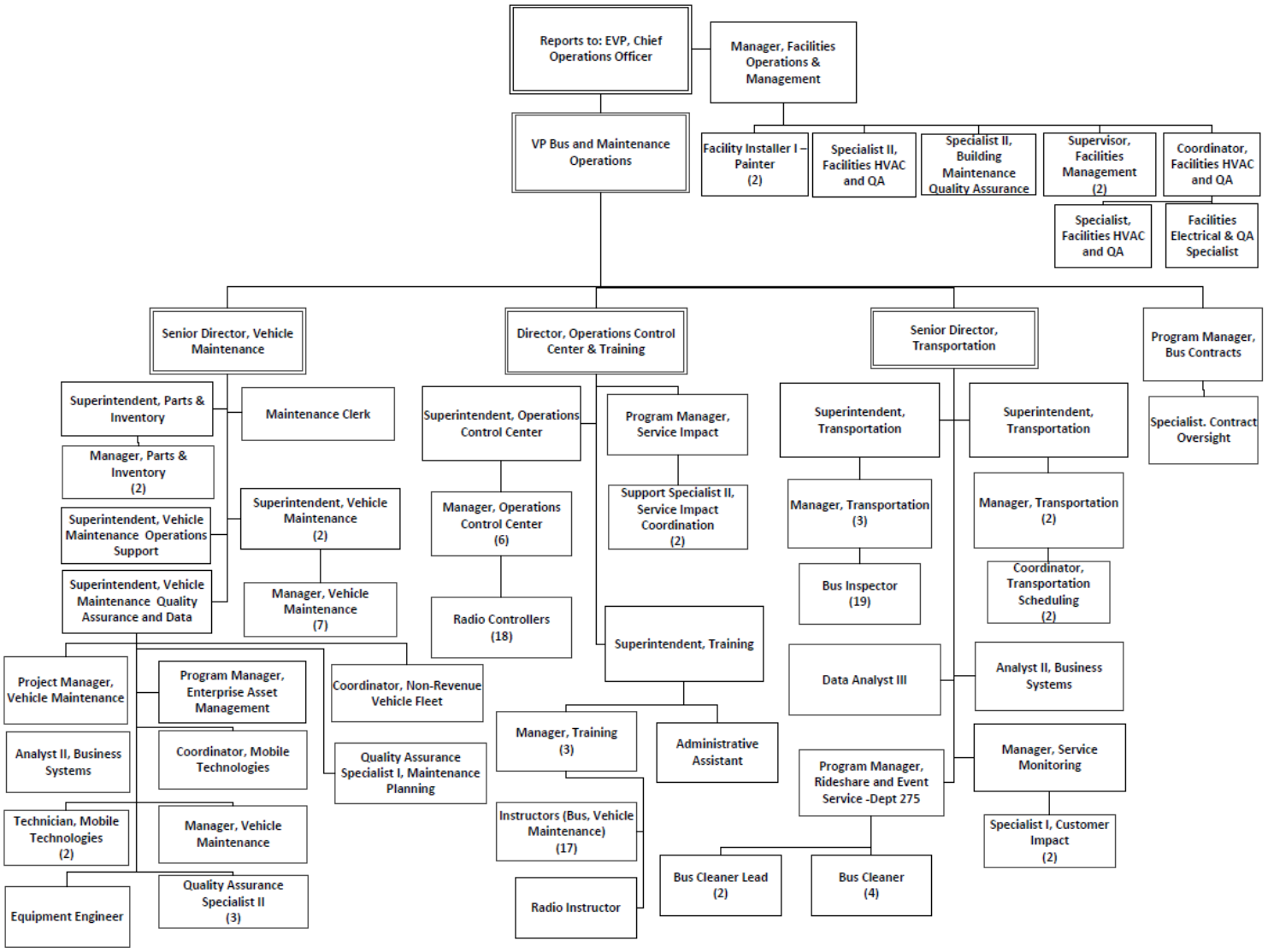
FY2023 Accomplishments

- Customer
  - Placed 7 40-ft electric buses into revenue service.
  - Expanded Demand Response fleet by 32 vehicles.
  - Placed 14 non-revenue vehicles into service.
  - Upgraded the bus fleet with heavy-duty driver barriers providing added security for operators.
  - Supported the use of software applications for reporting on-time performance and ridership.
  - Reduced lost time by 60%.
  - Worked with Customer Care and Operations Control Center to identify and monitor issues that will improve service delivery.
- Community
  - Supported CapMetro Special Events and the service impact team.
  - Developed an automated permit request process.
- Workforce
  - Graduated 62 bus operators into revenue service.
  - Provided 56 sessions of operations support staff training.
  - Completed +160 new hire training.
  - Expanded the maintenance technician position to meet the electric bus expansion for 2023.
  - Launched a multiyear initiative to retrain the maintenance workforce on electric vehicle propulsion.
- Organizational Effectiveness
  - Continued to support the planning service analysis team by validating APC through obtaining and analyzing boarding and alighting.
  - Continued assisting with the development of a live, automated reporting dashboard for real-time performance monitoring.

FY2024 Planned Initiatives

- Customer
  - Promote a positive safety culture within the organization through involvement in safety campaigns, drills, and operator outreach.
  - Expand fleet by 37 electric vehicles to support CapMetro Rapid routes.
  - Place more than 85 new electric buses into service.
  - Place more than 150 new demand response vehicles into service.
- Community
  - Continue supporting CapMetro Special Events and the service impact team.
- Workforce
  - Expand the operation mobile cleaning support team to increase coverage from five to seven days.
  - Streamline battery electric bus basic training and introduction modules.
  - Create management and operations standard operating procedures.
- Organizational Effectiveness
  - Continue to work with Procurement and Internal Audit to refine and automate financial auditing processes.
  - Launch an electric charging facility for up to 48 buses at the 2910 East 5th Street garage.
  - Create a specialty shop for the maintenance of electric vehicles and non-revenue vehicles.
  - Launch Central Parts Warehouse to improve the efficiency of parts management.

Operations and Maintenance Oversight Department Organizational Chart



Budget Changes

Labor and Benefits

Increase of $2,833,570 for 1 new FTE, 6 transfers from the Public Facilities department, 5 from the Property and Asset Management department, approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses

Increase of $10,702,369 primarily in Bus Purchased Transportation and North Ops Bus of $11,173,105 from contractual rates offset by a reduction of $1,773,916 in Maintenance Materials and $1,089,516 in Freight Charge-Inventory Parts from overstatement of prior year budget. Increase of $2,149,927 in Repair and Maintenance-Other primarily from contractual rates related to 3rd party maintenance, and vehicle cleaning. Realignment of prior pass-through cost resulted in an increase of $780,496 for Uniforms-Service Providers, $585,000 in Other Fluids, and $165,504 for Tires and Tubes. A combined decrease of $1,024,410 in Fuel Expense driven by a slower return of service frequency due to post-pandemic hiring. Fuel costs are projected at an average cost per gallon with taxes of $2.60 for FY2024, an increase of $0.20 per gallon compared to FY2023.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$6,338,134	$9,610,746	$9,610,746	$12,300,503	$2,689,757	28.0 %
Overtime-Admin	300,083	—	—	—	—	N/A
FICA-Admin	554,176	707,756	707,756	935,479	227,723	32.2 %
State Unemployment-Admin	26,772	19,621	19,621	24,297	4,676	23.8 %
Sick Leave-Admin	614,326	—	—	—	—	N/A
Supplemental Sick	21,494	—	—	—	—	N/A
Holiday Leave-Admin	343,189	—	—	—	—	N/A
Vacation Leave-Admin	619,149	—	—	—	—	N/A
Other Paid Leave-Admin	27,871	—	—	—	—	N/A
Uniform Allowance-Admin	31,375	127,390	127,390	38,804	(88,586)	(69.5)%
Boot Allowance-Admin	195	—	—	—	—	N/A
TOTAL LABOR & BENEFITS	**8,876,765**	**10,465,513**	**10,465,513**	**13,299,083**	**2,833,570**	**27.1%**
OTHER EXPENSES						
Consultation Fees	618,237	2,120,000	1,120,000	2,136,807	16,807	0.8 %
Other Services-CTECC	447,643	621,803	621,803	786,961	165,158	26.6 %
Other Professional Fees	1,482,779	1,116,640	766,640	1,258,543	141,903	12.7 %
COVID-19 Vaccine and Testing	728	—	—	—	—	N/A
Permits and Fees	6,990	23,983	23,983	24,996	1,013	4.2 %
Temporary Help	291,189	364,761	164,791	50,004	(314,757)	(86.3)%
Maintenance-Office Equipment	5,832	—	—	—	—	N/A
Maintenance-Radios	672,549	675,120	675,120	747,180	72,060	10.7 %
Repair & Maintenance-Other	3,054,375	7,138,570	6,138,570	9,288,497	2,149,927	30.1 %
Vehicle Towing	218,442	266,750	266,750	350,004	83,254	31.2 %
Other Services	858,194	639,994	639,994	405,632	(234,362)	(36.6)%
Transmission Fluid	122,635	—	—	309,996	309,996	N/A

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
Coolant	—	—	—	140,004	140,004	N/A
Other Fluids	—	—	—	585,000	585,000	N/A
Fuel Expense	14,172,474	11,194,505	11,194,505	10,170,095	(1,024,410)	(9.2)%
Fuel Risk Management	(7,440,934)	—	—	—	—	N/A
Tires and Tubes	—	1,018,500	1,018,500	1,184,004	165,504	16.2 %
Office Supplies	15,112	22,720	22,720	21,120	(1,600)	(7.0)%
Training Materials	5,953	—	—	—	—	N/A
Cleaning Supplies	3,874	191,370	191,370	230,796	39,426	20.6 %
Expendable Tools & Equipment	—	182,000	182,000	201,996	19,996	11.0 %
Other Supplies	302,021	15,000	15,000	15,000	—	—
Uniforms-Service Providers	—	—	—	780,496	780,496	N/A
Maintenance Materials	5,048,722	14,135,680	14,135,680	12,361,764	(1,773,916)	(12.5)%
Core Deposit Credit	—	(120,000)	(120,000)	(120,000)	—	—
Freight Charge-Inventory Parts	296	1,265,520	75,000	176,004	(1,089,516)	(86.1)%
Electricity-Propulsion Power	93,837	150,833	150,833	—	(150,833)	(100.0)%
Telephone-Local	760	2,880	2,880	7,200	4,320	150.0 %
Fuel Tax	830,993	996,591	996,591	844,559	(152,032)	(15.3)%
Bus Purchased Transportation	104,991,109	109,411,771	81,258,561	74,639,754	(34,772,017)	(31.8)%
North Ops Bus	9,356,887	—	45,930,128	45,945,122	45,945,122	N/A
Rural Service Bus	817,073	1,013,796	960,629	910,293	(103,503)	(10.2)%
Dues and Subscriptions	10,668	388,550	83,000	216,000	(172,550)	(44.4)%
Airfare-Transportation	18,467	62,756	62,756	49,440	(13,316)	(21.2)%
Travel-Per Diem	7,499	38,742	38,742	22,110	(16,632)	(42.9)%
Toll Road Charges	33,384	105,000	105,000	50,004	(54,996)	(52.4)%
Seminar, Conferences, Registration	25,002	149,900	149,900	128,885	(21,015)	(14.0)%
Lodging	21,435	67,276	67,276	67,905	629	0.9 %
Travel-Other	664	—	—	—	—	N/A
Business Meals-Local	2,873	—	—	—	—	N/A
Advertising-Promotion Media	216	—	—	—	—	N/A
Postage	48	—	—	—	—	N/A
Tools and Equipment	4,200	—	—	—	—	N/A
Other Miscellaneous Expenses	41,994	—	624,111	68,000	68,000	N/A
Food and Ice	10,294	66,000	66,000	10,860	(55,140)	(83.5)%
AP Prompt Pay Discount	(4,392)	—	—	—	—	N/A
Lease-Vehicles	46,203	27,651	27,651	42,000	14,349	51.9 %
Expense Reimbursements	(138,556)	—	—	—	—	N/A
Capital Contributions-Other Jurisdictions	77,600	50,000	—	—	(50,000)	(100.0)%
TOTAL OTHER EXPENSES	**136,135,371**	**153,404,662**	**167,656,484**	**164,107,031**	**10,702,369**	**7.0%**
TOTAL OPERATING EXPENSES	**$145,012,136**	**$163,870,175**	**$178,121,997**	**$177,406,114**	**$13,535,939**	**8.3%**

Paratransit Eligibility

Functions and Responsibilities

The Paratransit Eligibility department includes staff members from eligibility, travel training, and pathway assessment. The department manages the eligibility certification process and promotes fixed-route use by providing training to seniors and people with disabilities.

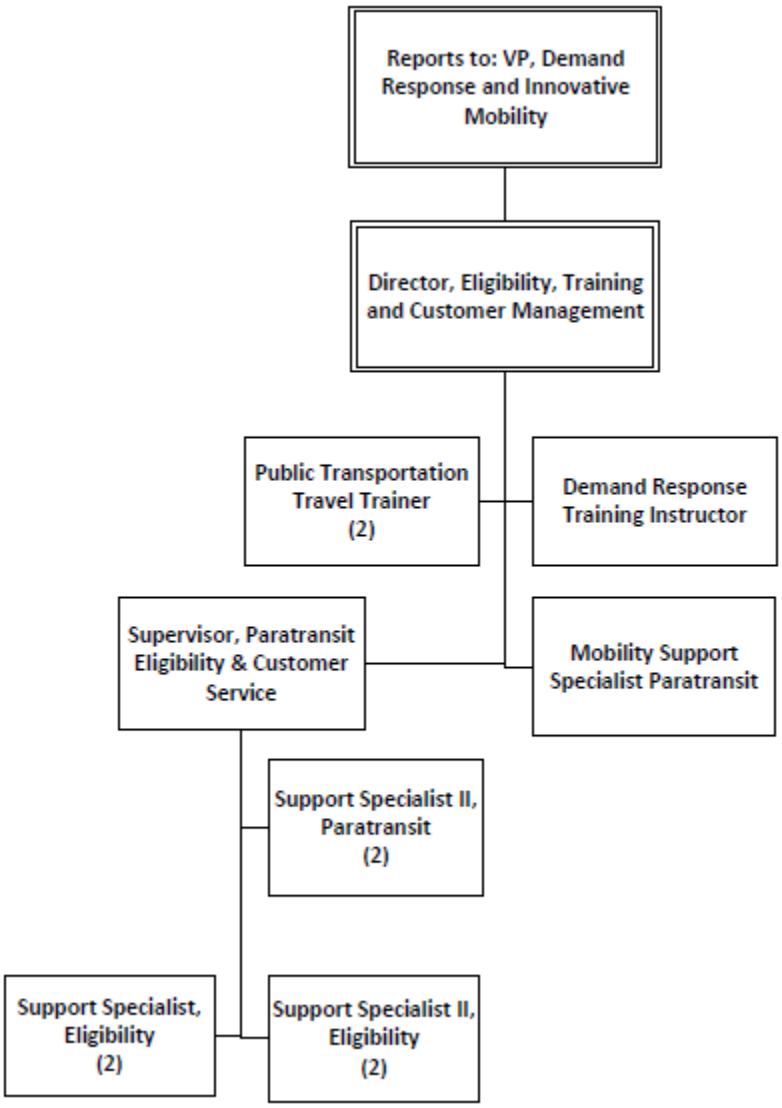
FY2023 Accomplishments

- Customer
  - Supported the implementation of web and mobile app services for customers with real-time booking, cancellation, and vehicle arrival times (in text and on a map).
  - Developed a simplified driver app that uses real-time traffic data to aid operators in navigation.
  - Developed a hybrid eligibility process to minimize customer wait times.
- Community
  - Increased access and knowledge of complimentary travel training services with targeted outreach.
  - Updated the travel training brochure to promote the travel training service.
- Organization Effectiveness
  - Implemented software to address workflows and reduce paper processes.

FY2024 Planned Initiatives

- Customer
  - Launch and monitor the effectiveness of web and mobile app services for customers.
- Community
  - Provide outreach and training of web and mobile app services for customers.
  - Participate in the city of Austin internship program to provide opportunities for high school students to learn the value of public transit in the community.
- Workforce
  - Develop an internal training program for web and mobile app services for customers.
- Organizational Effectiveness
  - Create new eligibility and customer service-related workflows to improve efficiency.

Paratransit Eligibility Department Organizational Chart



Budget Changes

Labor and Benefits

Increase of $84,827 due to approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses

Decrease of $56,756 driven by a $74,000 reduction in Temporary Help from lower usage.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$472,740	$728,306	$728,306	$802,998	$74,692	10.3 %
Overtime-Admin	15	—	—	—	—	N/A
FICA-Admin	40,491	53,995	53,995	61,430	7,435	13.8 %
State Unemployment-Admin	3,169	2,160	2,160	2,160	—	—
Sick Leave-Admin	33,693	—	—	—	—	N/A
Supplemental Sick	1,070	—	—	—	—	N/A
Holiday Leave-Admin	26,885	—	—	—	—	N/A
Vacation Leave-Admin	31,909	—	—	—	—	N/A
Uniform Allowance-Admin	—	1,800	1,800	4,500	2,700	150.0 %
TOTAL LABOR & BENEFITS	**609,971**	**786,261**	**786,261**	**871,088**	**84,827**	**10.8%**
OTHER EXPENSES						
Other Professional Fees	375,813	400,000	400,000	409,584	9,584	2.4 %
Temporary Help	—	124,000	—	50,000	(74,000)	(59.7)%
Other Services	986	6,996	4,000	6,996	—	—
Office Supplies	361	—	—	—	—	N/A
Passes and Tickets	350	—	—	—	—	N/A
Other Supplies	—	10,000	6,000	10,400	400	4.0 %
Telephone-Local	—	4,320	2,880	2,880	(1,440)	(33.3)%
Dues and Subscriptions	110	375	375	375	—	—
Airfare-Transportation	—	1,200	1,100	3,000	1,800	150.0 %
Travel-Per Diem	—	600	600	1,000	400	66.7 %
Seminar, Conferences, Registration	463	1,000	1,100	3,000	2,000	200.0 %
Lodging	—	1,500	2,500	3,000	1,500	100.0 %
Advertising-Promotion Media	—	4,000	3,000	7,000	3,000	75.0 %
Postage	9,892	12,600	8,000	12,600	—	—
TOTAL OTHER EXPENSES	**387,975**	**566,591**	**429,555**	**509,835**	**(56,756)**	**(10.0)%**
TOTAL OPERATING EXPENSES	**$997,946**	**$1,352,852**	**$1,215,816**	**$1,380,923**	**$28,071**	**2.1 %**

People and Culture

Functions and Responsibilities

The mission of the People and Culture department is to cultivate a diverse, high-performing workforce by engaging in activities such as attracting, recruiting, developing, motivating, rewarding, and retaining employees. The department is primarily responsible for identifying and bringing in the right talent to meet the organization's needs and facilitating efficient onboarding. People and Culture empowers the organization by providing essential tools and resources to enhance the capabilities of the workforce, resulting in better performance and successful outcomes. This is achieved through the design and implementation of training programs that improve employee skills and knowledge. The department also fosters professional growth and development within the organization, ensuring that employees can thrive and advance in their careers. People and Culture play a vital role in supporting the organizational structure and effectively managing the entire employee lifecycle to meet the business needs.

FY2023 Accomplishments

- Customer
  - Strengthened our organization's capabilities and enhanced operational efficiency. Collaborated with the Finance and IT departments to successfully implement Oracle for Human Capital Management, Talent Acquisition, Performance Management, Learning and Development, and Talent Management, leading to significant process optimization and seamless experiences for both employees and applicants.
- Workforce
  - Addressed worker shortages in critical transportation and construction roles. Established a collaborative partnership with Workforce Solutions Capital Area to develop a comprehensive work plan that focuses on sustainable solutions to attract and retain skilled workers in these key sectors. Leveraging the expertise and resources of community partners, we tapped into new talent pools, bridged skill gaps, and created targeted training programs that align with industry demands.
  - Managed the hiring process of more than 400 operators and maintenance employees, bolstering the fixed route system operations. Recognizing the importance of long-term workforce stability, we conducted a comprehensive retention study focused on this group. By analyzing key factors influencing retention, we are proactively positioning ourselves to make data-driven decisions that will enhance future hiring practices and increase employee retention rates. This approach not only ensures a steady supply of skilled employees but also cultivates a resilient and committed workforce, leading to optimized service delivery, and sustained operational excellence.
- Organizational Effectiveness
  - Strengthened our organization's position in the market to attract “best fit” candidates. Enhanced the job descriptions by incorporating new logos, marketing branding, a diversity statement, environmental statements, mobility status, and position codes.

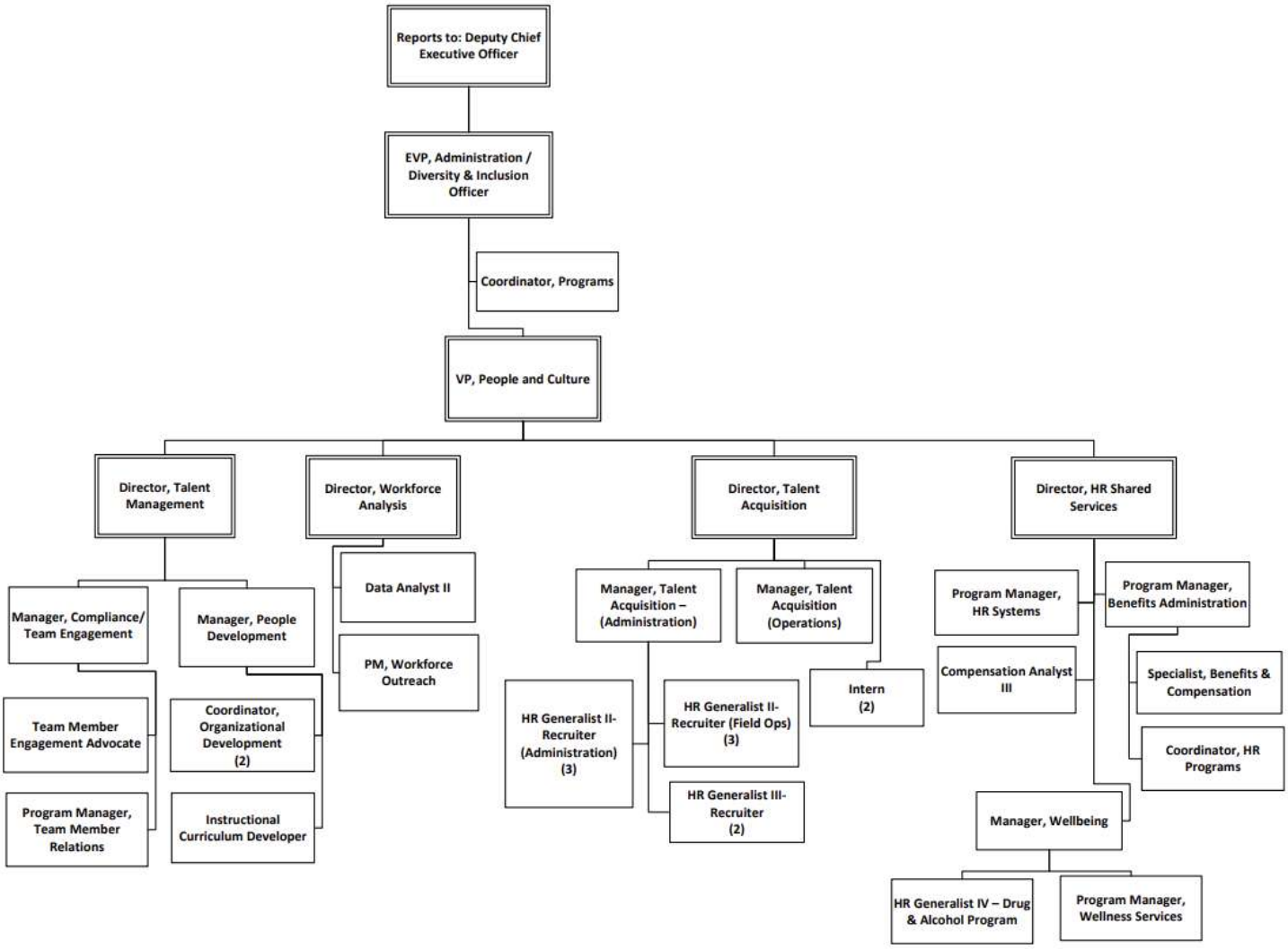
FY2024 Initiatives

- Workforce
  - Design and implement a comprehensive learning and development program that aligns with our organizational values and culture, fostering a growth-oriented environment while equipping our workforce with the necessary skills for future success.

- Formulate a forward-looking workforce plan aimed at identifying crucial skills and addressing skill gaps to ensure we have the right talent in place to meet the evolving demands of our current and future roles.
- Establish a robust framework dedicated to identifying and nurturing successors and high-potential employees, providing tailored development opportunities that cultivate a pipeline of capable leaders prepared to lead CapMetro into the future.
- Employ technology-driven onboarding tools and experiences to streamline and enhance the assimilation of new employees into CapMetro, for a seamless and engaging integration process that fosters productivity and engagement from day one.

- Organizational Effectiveness
  - Establish a comprehensive change management framework that empowers our employees to embrace and adapt to organizational changes seamlessly.
  - Implement a standardized a scalable approach to assess and address learning needs throughout the organization. This initiative aims to cultivate a learning-oriented culture that maximizes individual potential and propels our organization toward long-term success.

People and Culture Organizational Chart



Budget Changes

Labor and Benefits

Increase of $1,028,132 due to 4 new FTEs, plus the return of one FTE previously seconded to the Austin Transit Partnership, approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses

Increase of $269,688 primarily driven by $199,325 in Technical Services, $340,000 in Other Professional Fees for recruiting. This is offset by reductions of $102,000 in Temporary Help and $90,064 in Other Services.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$2,127,210	$2,848,687	$2,848,687	$3,666,837	$818,150	28.7 %
Overtime-Admin	$15,166	$0	$0	$0	$0	N/A
FICA-Admin	177,080	204,269	204,269	269,174	64,905	31.8 %
State Unemployment-Admin	8,560	5,581	5,581	6,478	897	16.1 %
Sick Leave-Admin	121,304	—	—	—	—	N/A
Supplemental Sick	1,162	—	—	—	—	N/A
Holiday Leave-Admin	107,486	—	—	—	—	N/A
Vacation Leave-Admin	160,309	—	—	—	—	N/A
Other Paid Leave-Admin	1,517	—	—	—	—	N/A
Relocation Reimbursement	323,000	54,213	75,000	150,000	95,787	176.7 %
Tuition Reimbursement	9,020	24,999	75,000	25,000	1	0.0 %
Retirement Medicare Supplement Payments	—	—	—	48,392	48,392	N/A
TOTAL LABOR & BENEFITS	**3,051,813**	**3,137,749**	**3,208,537**	**4,165,881**	**1,028,132**	**32.8%**
OTHER EXPENSES						
Consultation Fees	609,480	581,608	716,262	589,348	7,740	1.3 %
Technical Services	59,655	600	203,700	199,925	199,325	33,220.8 %
Other Professional Fees	319,165	91,100	310,400	431,100	340,000	373.2 %
Temporary Help	245,293	102,000	102,000	—	(102,000)	(100.0)%
Courier and Delivery Services	172	2,400	—	3,000	600	25.0 %
Other Services	—	460,585	280,381	369,981	(90,604)	(19.7)%
Office Supplies	9,595	2,600	—	2,750	150	5.8 %
Passes and Tickets	7	—	—	—	—	N/A
Training Materials	—	—	—	1,500	1,500	N/A
Other Supplies	115,572	—	—	3,500	3,500	N/A
Non Capital Equipment and Furniture	—	—	—	—	—	N/A
Awards - Recognition Program	—	—	—	—	—	N/A
Telephone-Local	720	5,280	—	1,440	(3,840)	(72.7)%
Dues and Subscriptions	61,803	140,666	35,100	105,807	(34,859)	(24.8)%

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
Airfare-Transportation	5,886	5,000	1,300	7,100	2,100	42.0 %
Travel-Per Diem	1,110	3,600	900	6,500	2,900	80.6 %
Seminar, Conferences, Registration	23,513	12,859	5,000	56,990	44,131	343.2 %
Lodging	3,691	7,900	5,000	7,225	(675)	(8.5)%
Toll Road Charges	1,096	—	—	—	—	N/A
Travel-Other	—	—	—	240	240	N/A
Business Meals-Local	1,060	2,000	—	2,000	—	—
Newspaper Media	6,039	—	—	6,000	6,000	N/A
Advertising-Promotion Media	65,401	49,500	40,000	52,100	2,600	5.3 %
Postage	14,787	1,500	—	1,500	—	—
Other Miscellaneous Expenses	28,494	42,120	—	—	(42,120)	(100.0)%
Food and Ice	80,441	46,900	—	8,100	(38,800)	(82.7)%
Recognition Program	162,891	201,800	48,000	173,600	(28,200)	(14.0)%
Office Equipment	1,140	—	—	—	—	N/A
TOTAL OTHER EXPENSES	**1,817,011**	**1,760,018**	**1,748,043**	**2,029,706**	**269,688**	**15.3%**
TOTAL OPERATING EXPENSES	**$4,868,825**	**$4,897,767**	**$4,956,580**	**$6,195,587**	**$1,297,820**	**26.5%**

Power Systems

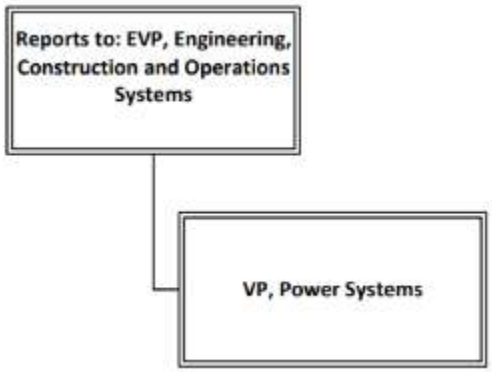
Functions and Responsibilities

The Power Systems department is a new department created from the dissolution of the Project Connect Integration department. The department focuses on electrification and service requirements primarily in shops, yards, stations, and facilities for charging. In addition, the department collaborates with Austin Energy for programs in resiliency and electrification forecasting.

FY2024 Planned Initiatives

- Organizational Effectiveness
  - Finalize the electrification study plan.
  - Conduct utility rate studies and related efforts with Austin Energy.
  - Advance shop, yard, and end-of-line electrification projects.
  - Continue support for Project Connect elements of CapMetro Rapid, Light Rail, and Green-Line Commuter Rail.

Power Systems Department Organizational Chart



Budget Changes

Labor and Benefits

Budget of $234,437 due to 1 FTE transferred from the Project Connect Integration department, approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses

Budget of $521,250 includes approximately $200,000 in Consultation Fees previously from the Project Connect Integration department and an additional $303,000 all to support the new department in the CapMetro Rapid/Local Bus Electrification & Operations Network Controls.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$ —	$ —	$ —	$221,118	$221,118	N/A
FICA-Admin	—	—	—	13,139	13,139	N/A
State Unemployment-Admin	—	—	—	180	180	N/A
TOTAL LABOR & BENEFITS	**—**	**—**	**—**	**234,437**	**234,437**	**N/A**
OTHER EXPENSES						
Consultation Fees	—	—	—	—	—	N/A
Other Services	—	—	—	503,000	503,000	N/A
Airfare-Transportation	—	—	—	7,250	7,250	N/A
Travel-Per Diem	—	—	—	—	—	N/A
Seminar, Conferences, Registration	—	—	—	5,000	5,000	N/A
Lodging	—	—	—	5,000	5,000	N/A
Travel-Other	—	—	—	1,000	1,000	N/A
TOTAL OTHER EXPENSES	**—**	**—**	**—**	**521,250**	**521,250**	**N/A**
TOTAL OPERATING EXPENSES	**$ —**	**$ —**	**$ —**	**$755,687**	**$755,687**	**N/A**

Procurement

Functions and Responsibilities

The Procurement department is responsible for the acquisition of all goods, services and construction at fair and reasonable prices, on time and in compliance with sound public purchasing policies and procedures.

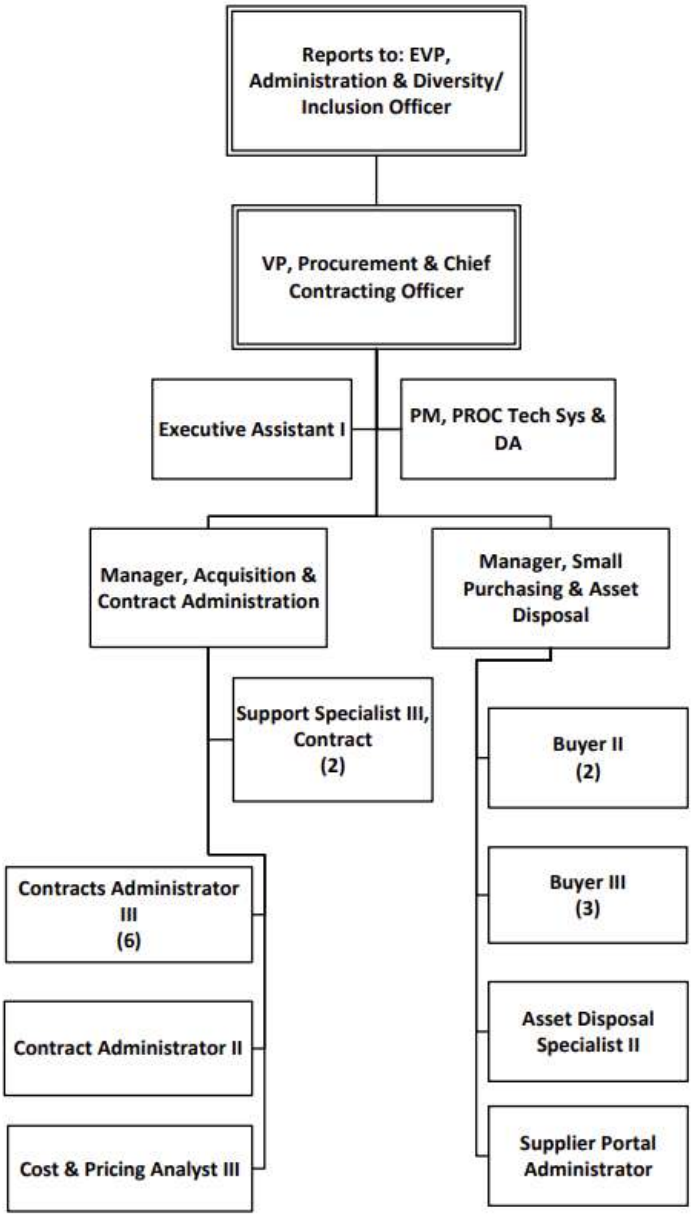
FY2023 Accomplishments

- Customer
  - Resolicited and awarded contracts for the printing of pocket schedules and system maps.
  - Resolicited and awarded the contract for contracted bus operations and maintenance services.
  - Resolicited and awarded a task order contract for wayfinding and customer information.
- Community
  - Awarded a contract for electrification to support electric buses at our North Ops facility.
  - Solicited and awarded contracts for MetroBike services.
  - Solicited contracts for the construction of Expo, Pleasant Valley and Goodnight Ranch Park & Rides.
- Workforce
  - Resolicited and awarded the employee assistance program contract.
  - Conducted procurements supporting the stand-up of the CapMetro Transit Police department.
- Organizational Effectiveness
  - Awarded contracts for civil engineering task order services.
  - Resolicited and awarded the contract for unarmed security guard services.
  - Solicited and awarded contracts for bus parts.
  - Solicited and awarded contract for rail operations consulting services.
  - Solicited and awarded a contract for fare collection consulting services.

FY2024 Planned Initiatives

- Customer
  - Resolicit and award a contract for contracted paratransit/on-demand services.
  - Solicit and award contracts for railroad crossing improvements.
- Community
  - Solicit and award a contract for the construction of a new Demand Response facility.
  - Resolicit the marketing services contracts.
  - Solicit and award contracts for railroad bridge rehabilitation.
- Workforce
  - Resolicit and award the childcare Services contract.
- Organizational Effectiveness
  - Resolicit and award contracts for real property appraisal services.
  - Resolicit and award contracts for environmental engineering services.

Procurement Department Organizational Chart



Budget Changes

Labor and Benefits
Increase of $365,229 due 2 new FTEs and the approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses
Increase of $3,940 primarily due to increased Dues and Subscriptions. A decrease in Temporary Help of $50,520 and an increase in Seminars, Conferences, Registration for training of $50,000 largely offset each other.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$1,568,780	$1,924,327	$1,924,327	$2,260,157	$335,830	17.5 %
Overtime-Admin	7,677	—	—	—	—	N/A
FICA-Admin	133,651	141,074	141,074	170,112	29,038	20.6 %
State Unemployment-Admin	5,925	3,601	3,601	3,962	361	10.0 %
Sick Leave-Admin	96,150	—	—	—	—	N/A
Holiday Leave-Admin	88,271	—	—	—	—	N/A
Vacation Leave-Admin	130,658	—	—	—	—	N/A
Other Paid Leave-Admin	1,468	—	—	—	—	N/A
TOTAL LABOR & BENEFITS	**2,032,581**	**2,069,002**	**2,069,002**	**2,434,231**	**365,229**	**17.7 %**
OTHER EXPENSES						
Temporary Help	118,152	145,520	145,520	95,000	(50,520)	(34.7)%
Office Supplies	5,357	7,320	7,320	7,320	—	—
Training Materials	—	—	386	—	—	N/A
Dues and Subscriptions	5,270	4,800	5,103	9,260	4,460	92.9 %
Airfare-Transportation	3,137	2,940	2,940	2,940	—	—
Travel-Per Diem	—	2,052	2,052	2,052	—	—
Toll Road Charges	1,241	—	—	—	—	N/A
Seminar, Conferences, Registration	24,680	17,655	17,269	67,655	50,000	283.2 %
Lodging	2,891	3,900	3,900	3,900	—	—
Travel-Other	—	1,100	1,100	1,100	—	—
Business Meals-Local	266	500	500	500	—	—
Newspaper Media	13,011	19,000	19,000	19,000	—	—
Postage	22	600	600	600	—	—
P-Card Default Expense	—	—	(303)	—	—	N/A
TOTAL OTHER EXPENSES	**174,028**	**205,387**	**205,387**	**209,327**	**3,940**	**1.9 %**
TOTAL OPERATING EXPENSES	**$2,206,609**	**$2,274,389**	**$2,274,389**	**$2,643,558**	**$369,169**	**16.2 %**

Project Connect

On November 3, 2021, Austin voters approved the initial investment in the Project Connect System Plan. CapMetro's Project Connect is a transformational expansion of the region's public transit system, designed to improve access to essential jobs, health care, and education. Established as a separate organization, the Austin Transit Partnership (ATP) will guide the Project Connect investment with transparency and accountability throughout the program.

As of January 2021, the Project Connect department activities have been transferred to the Austin Transit Partnership.

Project Connect Integration

Functions and Responsibilities

To improve organizational effectiveness, the Project Connect Integration department components have been decentralized and integrated into their functional areas in the Agency. The staff and expenses have transferred to the Strategic Programs and Organizational Readiness department and the following 4 new departments: Capital Construction, Engineering and Design; CBTC Signals and Operational Networks; Power Systems; and Rolling Stock and Support Equipment.

FY2023 Accomplishments

- Community
  - Selected light rail alignment in conjunction with city of Austin and Austin Transit Partnership.
- Workforce
  - Supported CapMetro Commuter Rail fleets programs.
- Organizational Effectiveness
  - Supported Project Connect elements of CapMetro Rapid, Light Rail and Green-Line Commuter Rail.
  - Created light rail vehicle design and specification options.
  - Developed radio communications specifications for planned study efforts.
  - Initiated the traffic signal prioritization for select bus route evaluations.

Budget Changes

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$370,856	$1,689,444	$1,689,444	$ —	$(1,689,444)	(100.0)%
FICA-Admin	37,218	106,691	106,691	—	(106,691)	(100.0)%
State Unemployment-Admin	49	1,796	1,796	—	(1,796)	(100.0)%
Sick Leave-Admin	38,682	—	—	—	—	N/A
Supplemental Sick	5,401	—	—	—	—	N/A
Holiday Leave-Admin	22,235	—	—	—	—	N/A
Vacation Leave-Admin	129,034	—	—	—	—	N/A
TOTAL LABOR & BENEFITS	**603,476**	**1,797,931**	**1,797,931**	**—**	**(1,797,931)**	**(100.0)%**
OTHER EXPENSES						
Consultation Fees	—	500,000	100,000	—	(500,000)	(100.0)%
Other Services	—	500,000	—	—	(500,000)	(100.0)%
Office Supplies	—	1,200	1,200	—	(1,200)	(100.0)%
Seminar, Conferences, Registration	—	18,000	18,000	—	(18,000)	(100.0)%
TOTAL OTHER EXPENSES	**—**	**1,019,200**	**119,200**	**—**	**(1,019,200)**	**(100.0)%**
TOTAL OPERATING EXPENSES	**$603,476**	**$2,817,131**	**$1,917,131**	**$ —**	**$(2,817,131)**	**(100.0)%**

Property and Asset Management

Functions and Responsibilities

The Property and Asset Management department's responsibilities include the management of properties and assets, building and facility maintenance, and management of utility and asset usage.

FY2023 Accomplishments

- Customer
  - Improved internal customer service support for facility requests.
  - Supported the conversion of current work order system to a computerized maintenance management system.
  - Completed 2910 East 5th Street first-floor renovation, including a new boardroom to provide easier public access and an improved external customer experience.
  - Completed the administrative and transit facilities' future strategy as part of the agency facility master plan (FMP).
  - Developed design guidelines that improved sustainability and energy efficiency attributes.
  - Leased and designed the new Transit Police Department.
  - Planned, programmed, and contributed to the design of the new Demand Response North Base facility.
  - Improved the timeliness, reliability, and overall functionality of the HVAC systems by directly hiring HVAC personnel to reduce costs.
  - Completed building enterprise management system requirements.
  - Replaced the first phase of the facility fleet bay doors.
  - Replaced exhaust hose reels and dust collector grinder.
  - Enhanced and replaced North Operations Center service island pressure washers.
  - Completed 2910 East 5th Street annex roof renewals/refurbishments.
  - Completed Demand Response Operations Center (Thompson Lane) bay area winterization upgrades.
  - Collaborated to develop and refine CapMetro's future 20-year needs as input for the facilities master plan (FMP).
  - Engaged key agency stakeholders to determine warehouse space requirements and developed a program for a new centralized warehouse.
  - Finalized the initial energy, infrastructure, and resiliency strategy for all new and existing facilities, including the requirements needed for electric vehicles.
  - Developed workforce mobility strategy and implementation plan by engaging People and Culture to classify personnel as stationary, circulating, or mobile.
  - Developed collaboration space guidelines along with different types of spaces.

- Developed the Uniform Store program, determined the preferred location, and renovated space to accommodate.
- Engaged with the vehicle maintenance team and the chief operating officer to develop a rental heater strategy to keep the operations and maintenance facilities warm.
- Coordinated with key stakeholders to facilitate the negotiation to purchase the 618 Tillery site for CapMetro's new headquarters. Worked with consultants, real estate broker, and internal stakeholders to expedite the completion of the survey, environmental site assessment phase 1, appraisals, and property conditional assessment to meet Letter of Interest agreed upon deadlines.
- Completed design to replace and renew the highest priority HVAC equipment to mitigate business interruption issues and improve efficiency.
- Developed scope to assess existing facilities to achieve the facilities' carbon-neutral expectations.
- Completed landscape design guidelines for a sustainable solution.
- Submitted Federal Transit Administration Quadrennial Review documents for Transit Asset Management with no adverse findings.

♦ Organizational Effectiveness

- Worked with key department members to establish priority process improvement needs.
- Developed general project design criteria and structure to implement with the facility master plan projects.
- Finalized the energy, infrastructure, and resiliency strategy.

FY2024 Planned Initiatives

♦ Customer

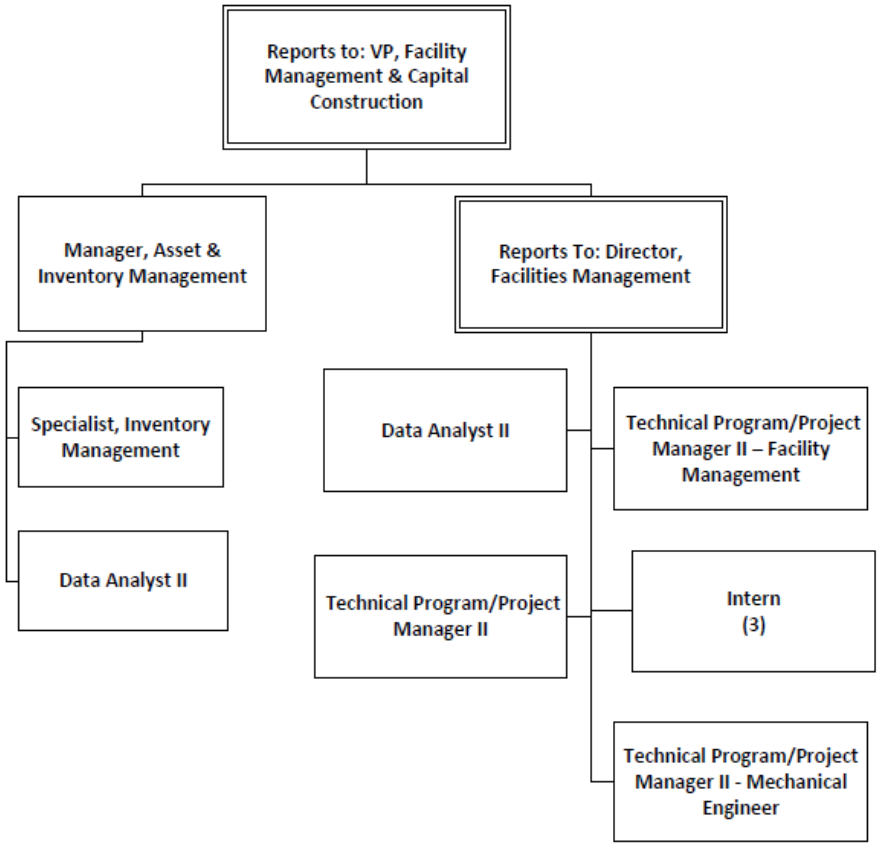
- Provide technical support and design quality assurance to internal stakeholders with a planned technical resource team.
- Continue to refine the facility master plan document based on property vetting and business needs.
- Complete scheduled state of good repair, safety, and enhancement projects as identified in the FY2024 budget.
- Implement an improved facilities work request triage and response procedure.

♦ Community

- Complete and refine facilities-related guidelines, protocols, and standards that will be used in designing and completing the facility master plan projects.
- Further refine the Transit Oriented Development site integration strategy and implementation plans.

- Workforce
  - Continue to refine the workforce mobility plan.
  - Implement the building enterprise management system at the North Ops location.
  - Deliver improved designed space based on the latest Workplace Standards.
- Organizational Effectiveness
  - Develop business information modeling (BIM) guidelines and standards for project implementation.
  - Continue to refine property condition assessment templates.
  - Implement an energy management system to better monitor and manage building and tenant needs.
  - Work with the IT department to identify software solutions that facilitate process improvements.

Property and Asset Management Department Organizational Chart



Budget Changes

Labor and Benefits

Decrease of $361,416 for 5 transfers to the Operations and Maintenance Oversight department, 1.5 new FTEs, and approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses

Increase of $1,457,736 mainly driven by $918,543 Other Services of which $502,800 is for the insourced HVAC preventative maintenance and the remaining $415,715 covers painting of bus bays and bus yard repairs, concrete expansion joint repairs, landscape and irrigation enhancements, and software for controlling HVAC and utilities. Increase of $402,366 Repair and Maintenance-Other for 3rd party building maintenance repairs the service provider cannot perform. Increase of $114,524 Temporary Help for design, project management support, and to develop and pilot a building information management resource tool for building specifications. Increase of $114,000 in Maintenance Materials to support insourced preventive maintenance expense.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$594,904	$1,124,358	$1,124,358	$774,035	($350,323)	(31.2)%
Overtime-Admin	6,283	—	13,180	13,200	13,200	N/A
FICA-Admin	50,859	82,967	82,967	59,211	(23,756)	(28.6)%
Sick Leave-Admin	64,254	—	—	—	—	N/A
Holiday Leave-Admin	27,409	—	—	—	—	N/A
Vacation Leave-Admin	103,599	—	—	—	—	N/A
Other Paid Leave-Admin	3,222	—	—	—	—	N/A
State Unemployment-Admin	1,917	2,340	2,340	1,803	(537)	(22.9)%
TOTAL LABOR & BENEFITS	**852,446**	**1,209,665**	**1,222,845**	**848,249**	**(361,416)**	**-56.2%**
OTHER EXPENSES						
Other Professional Fees	1,229,361	960,000	461,941	889,000	(71,000)	(7.4)%
Permits and Fees	—	1,500	1,500	4,500	3,000	200.0 %
Temporary Help	—	197,116	45,854	311,640	114,524	58.1 %
Maintenance-Office Equipment	—	—	20,000	—	—	N/A
Repair & Maintenance-Other	126,261	23,000	100,000	425,366	402,366	1,749.4 %
Other Services	2,248,563	4,650,115	3,400,000	5,568,657	918,543	19.8 %
Office Supplies	996	7,000	1,000	1,200	(5,800)	(82.9)%
Other Supplies	109,060	76,700	71,663	60,000	(16,700)	(21.8)%
Non Capital Equipment and Furniture	117,703	40,000	40,000	36,000	(4,000)	(10.0)%
Maintenance Materials	—	—	—	114,000	114,000	N/A
Non-Capital Projects	—	—	—	—	—	N/A
Inspection Certificates	225	—	—	—	—	N/A
Dues and Subscriptions	—	1,607	1,140	6,160	4,553	283.3 %
Airfare-Transportation	1,574	3,450	2,700	3,700	250	7.2 %
Travel-Per Diem	474	480	353	520	40	8.3 %
Seminar, Conferences, Registration	800	2,695	943	2,295	(400)	(14.8)%
Lodging	2,294	2,340	1,400	3,400	1,060	45.3 %
Business Meals-Local	75	—	—	—	—	N/A
Postage	44	65	65	65	—	—
Other Miscellaneous Expenses	358	—	2,501	—	—	N/A
Lease-Operating Yard-Storage	2,616	2,700	2,689	—	(2,700)	(100.0)%
Office Equipment	777	—	—	—	—	N/A
TOTAL OTHER EXPENSES	**3,841,181**	**5,968,768**	**4,153,749**	**7,426,503**	**1,457,736**	**24.4%**
TOTAL OPERATING EXPENSES	**$4,693,627**	**$7,178,433**	**$5,376,594**	**$8,274,752**	**$1,096,320**	**15.3%**

Public Facilities

Functions and Responsibilities

The Public Facilities department is responsible for maintaining all bus stops, Park & Rides, Transit Centers and rail stations. The primary functions include the cleaning of bus stops and Transit Centers, servicing litter containers, coordinating the installation and removal of bus stop amenities, supporting special events and performing service change support tasks, including the installation and removal of signage and other facility management support for owned and leased non-public facilities.

FY2023 Accomplishments

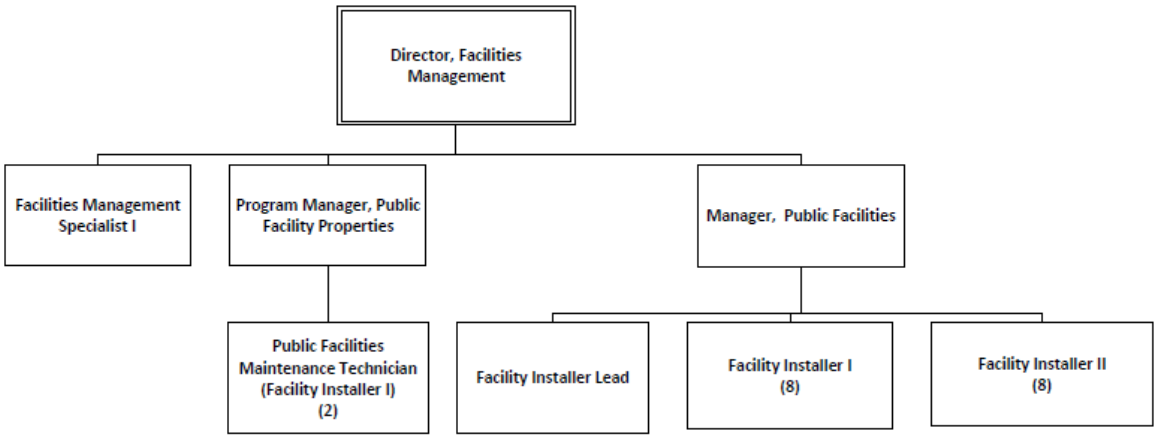
- Customer
  - Installed 23 bus shelters and required amenities.
  - Removed 25 end-of-life bus shelters.
  - Relocated 56 bus stops and amenities.
  - Installed solar-powered lights at 14 shelters.
  - Supported Capital Projects Group (CPG) and Strategic Planning with various enhancements to bus stops and transit centers.
  - Completed over 170 project work orders.
  - Rented and delivered 400 kW generator to 9315 Old McNeil Road rail operations and maintenance facility during ice storm ensuring railcars were operational in case of loss of power.
  - De-iced operations and maintenance and key public facilities during the ice storm.
  - Completed process of improving work order management system.
  - Supported design of new service vehicles.
  - Supported vehicle maintenance team with completing key preventative maintenance on the Public Facilities' fleet.
  - Completed public facilities property conditional assessments to ensure properties are kept to the required expectations to help ensure customer satisfaction is properly achieved.
  - Completed as-built electrical one-line diagrams and arc flash hazard analyses at 17 public facilities and applied respective arc flash labels on electrical equipment at these facilities.
  - Coordinated with key stakeholders to negotiate a preferred lease to replace the St. Johns storage and staging facility.
  - Replaced roofs on South Congress Transit Center and the Pavilion Park & Ride facility.
  - Replaced the Pavilion Park & Ride shelter lights to be more energy efficient.

- Workforce
  - Provided occupational safety training.
  - Completed Herzog railroad worker right of way annual training.

FY2024 Planned Initiatives

- Customer
  - Support Strategic Planning department, service impacts team, and Capital Projects Group with enhancements to bus stops, Park & Rides, rail stations, and Transit Centers.
  - Support the operation of the new CapMetro Rapid Expo and Pleasant Valley lines.
  - Complete the following projects to minimize productivity issues and optimize end-user experience:
  - Install 100 new bus stop shelters and required amenities.
  - Replace 50 shelters.
  - Maintain Park & Ride amenities and signage.
  - Relocate CapMetro Rapid bus stations as requested.
  - Relocate water fountains at the Leander, South Congress, and Tech Ridge facilities.
  - Replace HVAC units at the Cedar Park Park & Ride facility.
  - Complete arc flash hazard mitigation based on the findings of the FY2023 arc flash hazard analyses.
- Community
  - Continue recycling program at public facilities to include over 30 additional locations.
  - Continue installation and removal of bus stop shelters, amenities and signage.
  - Continue rebranding removal and installation of shelter banners and signage.
  - Continue to support community emergency response.
- Workforce
  - Implement boom crane, and welding safety training program in coordination with the Safety department.
- Organizational Effectiveness
  - Continue to complete State of Good Repair updates based on facility exit strategies and asset condition assessments.
  - Continue to improve the work order enterprise asset management tool.
  - Continue to work with vehicle maintenance team to improve reliability of service trucks.

Public Facilities Department Organizational Chart



Budget Changes

Labor and Benefits

Decrease of $287,003 for 6 transfers to the Operations and Maintenance Oversight department, 1 new FTE, and approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses

Increase of $542,640 mainly driven by $284,451 in Custodial Services, and $150,008 in Electric for support of additional properties offset by a $101,950 decrease in Other Services for contractual rates.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$1,193,945	$1,850,598	$1,850,598	$1,572,671	($277,927)	(15.0)%
Overtime-Admin	80,448	73,481	68,341	80,829	7,348	10.0 %
FICA-Admin	110,608	137,253	137,253	119,348	(17,905)	(13.0)%
State Unemployment-Admin	7,717	5,039	5,039	4,140	(899)	(17.8)%
Sick Leave-Admin	66,205	—	—	—	—	N/A
Supplemental Sick	4,392	—	—	—	—	N/A
Holiday Leave-Admin	71,792	—	—	—	—	N/A
Vacation Leave-Admin	65,636	—	—	—	—	N/A
Other Paid Leave-Admin	8,025	—	—	—	—	N/A
Uniform Allowance-Admin	7,036	8,700	8,500	10,680	1,980	22.8 %
Boot Allowance-Admin	1,334	3,000	2,600	3,400	400	13.3 %
TOTAL LABOR & BENEFITS	**1,617,139**	**2,078,071**	**2,072,331**	**1,791,068**	**(287,003)**	**(13.8)%**
OTHER EXPENSES						
Other Professional Fees	—	—	606	—	—	N/A
Repair & Maintenance-Other	309,459	242,764	287,462	241,704	(1,060)	(0.4)%
Electrical Services	162,689	168,005	131,912	230,000	61,995	36.9 %
Custodial Services	1,184,669	1,315,549	1,382,895	1,600,000	284,451	21.6 %
Other Services	216,762	537,790	445,588	435,840	(101,950)	(19.0)%
Office Supplies	8	120	50	120	—	—
Other Supplies	17,875	166,680	150,952	162,500	(4,180)	(2.5)%
Maintenance Materials	166,805	60,000	250,000	108,000	48,000	80.0 %
Electric	978,894	1,099,992	1,047,231	1,250,000	150,008	13.6 %
Water and Sewer	256,673	320,004	110,795	352,004	32,000	10.0 %
Gas	158,365	182,268	158,165	200,495	18,227	10.0 %
Telephone-Local	1,920	2,400	1,729	2,400	—	—
Drainage Service	256,597	355,704	296,704	341,247	(14,457)	(4.1)%
Garbage Collection	88,262	96,000	126,621	158,371	62,371	65.0 %
Street Service	166,490	132,684	145,169	139,318	6,634	5.0 %
Tools and Equipment	1,719	4,500	2,368	5,100	600	13.3 %
Safety Equipment	—	5,000	5,000	5,000	—	—
Lease-Administrative Facility	—	—	621	—	—	N/A
Lease-Operating Yard-Storage	215	—	—	—	—	N/A
TOTAL OTHER EXPENSES	**3,967,401**	**4,689,459**	**4,543,868**	**5,232,099**	**542,640**	**11.57%**
TOTAL OPERATING EXPENSES	**$5,584,539**	**$6,767,530**	**$6,616,199**	**$7,023,167**	**$255,637**	**3.8 %**

Public Safety and Emergency Management

Functions and Responsibilities

The Public Safety and Emergency Management department's mission is to ensure the safety of customers and employees and to protect CapMetro's property while maintaining the integrity of the service. The department provides security and emergency preparedness-related training for CapMetro and service provider personnel to enhance system safety in all areas. The department also continually collaborates with law enforcement and other regional first responders to ensure effective planning for and response to emergencies. The Public Safety and Emergency Management department maintains all security technology-related systems for the agency.

FY2023 Accomplishments

- Customer
  - Established the Public Safety Ambassador and Community Intervention programs to work effectively in concert with the CapMetro Police Department to ensure the safety of customers and employees.
  - Completed building the Public Safety Dispatch operations to position it to support the agency's new approach to Public Safety. Begin certification of all Public Safety Dispatchers as Licensed Telecommunicators with the Texas Commission On Law Enforcement (TCOLE) which is required to start CapMetro Transit Police operations.
- Community
  - Conducted a full-scale rail and bus emergency exercise with first responders in partner agencies ensuring an effective response to emergencies on the system and close coordination with our partners.
  - Finalized deployment of the new Public Safety Ambassadors so that the most effective use of agency resources is achieved to ensure the safety of our customers and employees.
- Workforce
  - Held two Mental Health First Aid training classes to equip CapMetro employees with the tools necessary to respond effectively to persons in crisis.
  - Provided frontline employee emergency training.
- Organizational Effectiveness
  - Conducted exercises to test the capabilities of CapMetro employees in executing the agency's Emergency Response Plan and Continuity of Operations plans. Conducted After Action Reviews (AARs) and identified deficiencies that are to be corrected.
  - Worked closely with the Austin Transit Partnership on all new project development in the areas of Public Safety and Emergency Management. Focused on new Preliminary Hazard Analysis project and Threat and Vulnerability Assessment to ensure organizational effectiveness and safety.

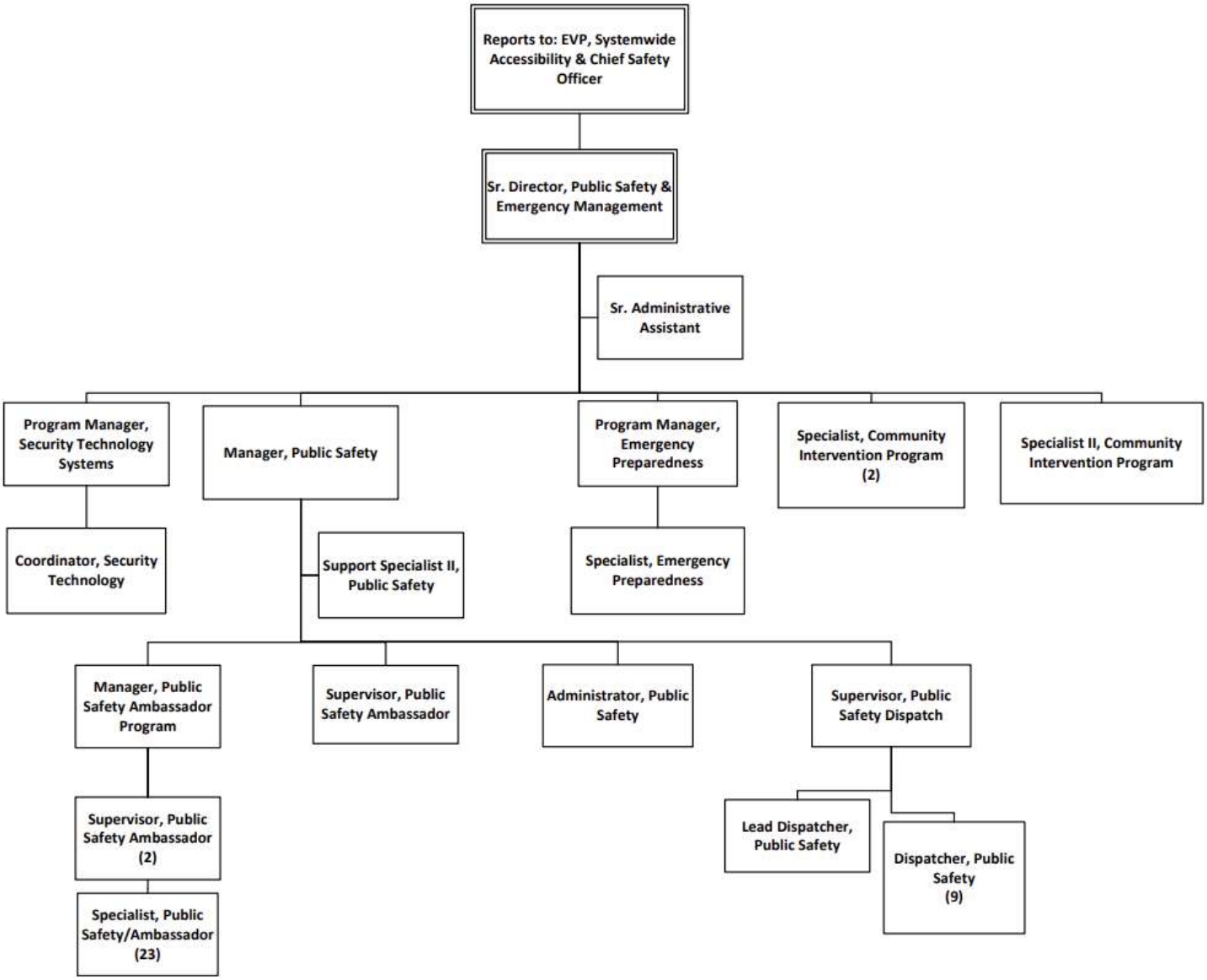
FY2024 Planned Initiatives

- Customer
  - Complete fully the Public Safety Ambassador and Community Intervention programs to work effectively in CapMetro's new approach to Public Safety ensuring the safety of customers and employees through refining operating procedures and assignments.

- Implement a Continuity of Operations Plan (COOP) throughout CapMetro to ensure critical functions can operate. This plan is key to continuing service delivery during an extended emergency.

- Community
  - Conduct a full-scale rail exercise at the Q2 Stadium McKalla rail station with first responders and partner agencies to ensure an effective response to emergencies as part of the new station certification.
  - Build new partnerships and deepen existing partnerships between the Community Intervention Program and local agencies working on issues related to homelessness, substance abuse, and mental health, to minimize impacts to our system.
- Workforce
  - Conduct at least two mental health first aid training classes for key frontline and other CapMetro employees with the training necessary to effectively respond to people in crisis.
  - Finish training all CapMetro Emergency Operations Center staff and hold ongoing exercises to ensure operational readiness.
- Organizational Effectiveness
  - Participate in the certification of all new capital projects to ensure Security Technology and Security Operations are fully integrated so that all key security design elements are present to maximize CapMetro operational effectiveness.
  - Work closely with the CapMetro Transit Police department to correctly position all Public Safety operations to integrate effectively with police operations to maximize organizational effectiveness.

Public Safety and Emergency Management Department Organizational Chart



Budget Changes

Labor and Benefits
Increase of $596,349 due to increased APD staffing, approved performance-based pay increases and an across-the-board one-time market pay increase..

Other Expenses
Increase of $672,561 is driven by $656,802 for Security Services for contractual increases as well as additional staff for expanding facilities.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$1,664,852	$3,648,794	$3,713,794	$3,807,231	$158,437	4.3 %
Overtime-Admin	31,792	114,001	114,001	114,001	—	—
Salaries & Wages-APD Officers	1,114,196	1,258,043	1,650,000	2,040,000	781,957	62.2 %
Overtime-APD Officers	43,007	359,000	—	—	(359,000)	(100.0)%
Salaries & Wages-Temp	9,988	—	—	—	—	N/A
Intern Pay	—	56,160	—	—	(56,160)	(100.0)%
FICA-Admin	236,009	360,690	360,690	425,802	65,112	18.1 %
State Unemployment-Admin	20,944	9,179	9,179	9,182	3	0.0 %
Sick Leave-Admin	118,186	—	—	—	—	N/A
Supplemental Sick	2,946	—	—	—	—	N/A
Holiday Leave-Admin	110,416	—	—	—	—	N/A
Vacation Leave-Admin	116,052	—	—	—	—	N/A
Other Paid Leave-Admin	5,518	—	—	—	—	N/A
Uniform Allowance-Bargaining	4,320	—	—	—	—	N/A
Boot Allowance-Admin	599	—	—	—	—	N/A
Uniform Allowance-Admin	753	20,400	20,400	26,400	6,000	29.4 %
Other Clothing Allowance-Admin	723	—	—	—	—	N/A
TOTAL LABOR & BENEFITS	**3,480,298**	**5,826,267**	**5,868,064**	**6,422,616**	**596,349**	**10.2 %**
OTHER EXPENSES						
Other Professional Fees	340,031	163,000	150,000	111,600	(51,400)	(31.5)%
Temporary Help	15,961	—	—	—	—	N/A
Repair & Maintenance-Other	168,017	300,000	300,000	300,000	—	—
Security Services	1,018,056	1,800,000	900,000	2,456,803	656,803	36.5 %
Other Services	660	24,000	15,000	24,000	—	—
Advertising Installation Expense	—	35,000	35,000	34,992	(8)	(0.0)%
Office Supplies	6,234	9,996	9,993	9,984	(12)	(0.1)%
Maps and Schedules	—	3,000	3,000	3,000	—	—
Training Materials	29	—	—	—	—	N/A
Expendable Tools & Equipment	—	50,682	45,000	113,500	62,818	123.9 %
Other Supplies	37,542	18,040	18,040	5,000	(13,040)	(72.3)%
Non Capital Equipment and Furniture	147	12,370	12,000	12,000	(370)	(3.0)%
Dues and Subscriptions	785	2,500	2,500	1,000	(1,500)	(60.0)%
Airfare-Transportation	3,502	4,000	400	4,400	400	10.0 %
Travel-Per Diem	1,270	3,100	3,100	3,200	100	3.2 %

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
Seminar, Conferences, Registration	1,850	1,700	1,700	2,100	400	23.5 %
Lodging	8,134	4,430	6,500	5,800	1,370	30.9 %
Travel-Other	28	—	—	—	—	N/A
Business Meals-Local	1,157	—	2,000	2,000	2,000	N/A
Advertising-Promotion Media	2,508	30,000	30,000	30,000	—	—
Other Miscellaneous Expenses	3,888	3,000	3,000	3,000	—	—
Food and Ice	2,444	1,500	1,500	15,000	13,500	900.0 %
Office Equipment	—	—	500	1,500	1,500	N/A
TOTAL OTHER EXPENSES	**1,612,241**	**2,466,318**	**1,539,233**	**3,138,879**	**672,561**	**27.27%**
TOTAL OPERATING EXPENSES	**$5,092,539**	**$8,292,585**	**$7,407,297**	**$9,561,495**	**$1,268,910**	**15.3 %**

Rail Commuter Operations

Functions and Responsibilities

The Rail Commuter Operations department provides management and oversight of regional rail service between the city of Leander and downtown Austin. The service operates 10 commuter trains along 32 miles of track that service 9 stations along this right-of-way. The department manages rail operations strategic planning, rail operations regulatory compliance, and risk reduction through post-incident analysis.

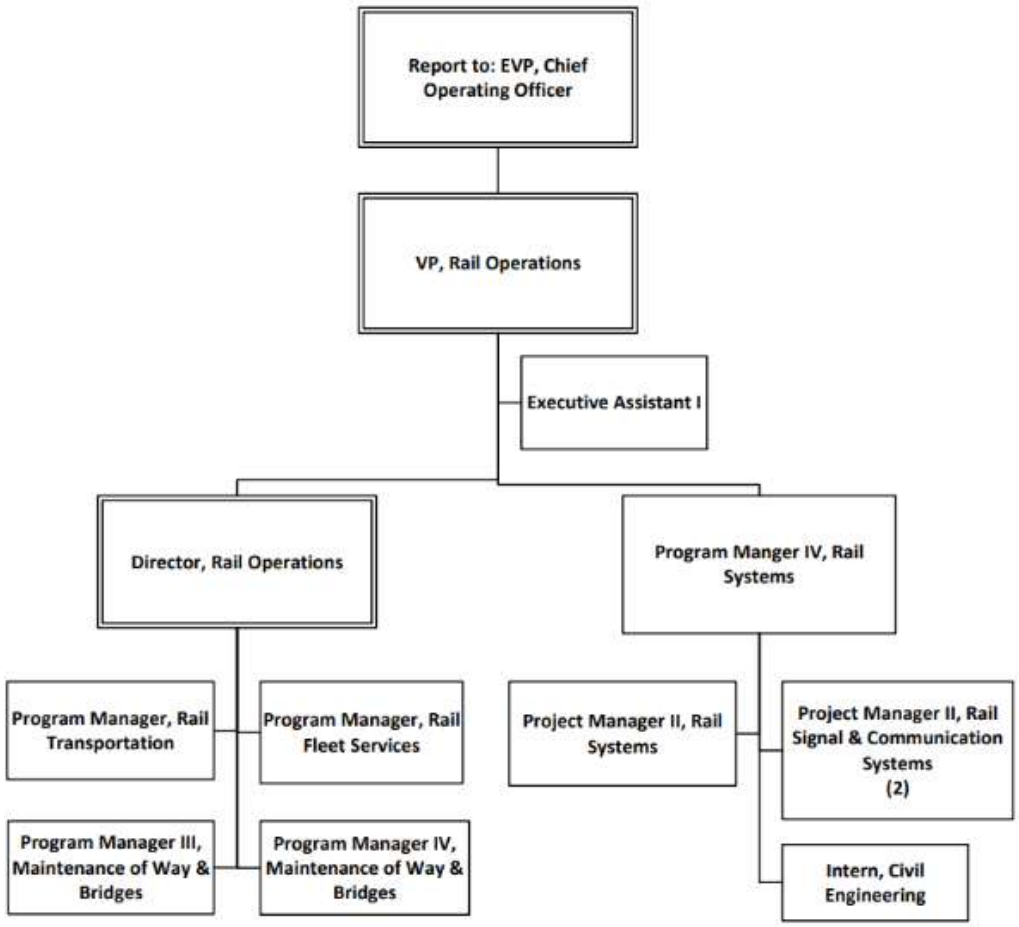
FY2023 Accomplishments

- Customer
  - Completed clean oil test and stencil (COTS) program on four railcars.
  - Completed mid-life overhaul of suspension, fuel tanks, and converters on 6 railcars.
  - Completed construction of additional siding track between Leander and Lakeline stations.
  - Began installation of a quiet zone in the Domain area.
  - Completed a mile and a half of undercutting, rehabilitated five crossings, and replaced three curves with track panels as part of the state of good repair program.
  - Completed the second phase of culvert upgrades.
  - Continued positive train control (PTC) optimization to increase headway speeds and decrease commute time.

FY2024 Planned Initiatives

- Customer
  - Complete clean oil test and stencil (COTS) program on six railcars.
  - Continue mid-life overhaul of major components on the railcar fleet.
  - Complete a quiet zone in the Domain area.
  - Complete two miles of undercutting and replace two curves with a track panel as part of the state of good repair program.
  - Continue positive train control optimization with wayside communications and onboard upgrades.
  - Replace obsolete signal hardware.
  - Install a signal health monitoring system to decrease response time to signal issues in the field.

Rail Commuter Operations Department Organizational Chart



Budget Changes

Labor and Benefits

Increase of $140,284 for 1 position reclassification, approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses

Increase of $4,411,812 driven by a $100,000 increase in Consultation Fees for costs related to additional tracks and stations including track chart updates, new announcement recordings, and a rail simulator upgrade/update. Fuel increase of $254,205 is driven by an increase in service hours while fuel costs are projected at an average cost per gallon with taxes of $2.60 for FY2024, an increase of $0.20 per gallon compared to FY2023. Commuter Rail Services increased by $4,095,285 for required additional DMU overhauls and contractual increases to support the above-referenced service level growth in rail service hours.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$931,478	$1,297,675	$1,297,675	$1,424,288	$126,613	9.8 %
FICA-Admin	80,604	92,312	92,312	105,804	13,492	14.6 %
State Unemployment-Admin	3,677	1,981	1,981	2,160	179	9.0 %
Sick Leave-Admin	108,110	—	—	—	—	N/A
Holiday Leave-Admin	56,720	—	—	—	—	N/A
Vacation Leave-Admin	64,659	—	—	—	—	N/A
Other Paid Leave-Admin	5,006	—	—	—	—	N/A
TOTAL LABOR & BENEFITS	**1,250,254**	**1,391,968**	**1,391,968**	**1,532,252**	**140,284**	**10.1 %**
OTHER EXPENSES						
Consultation Fees	269,366	920,000	420,000	1,020,000	100,000	10.9 %
Maintenance-Radios	13,674	11,200	5,000	13,000	1,800	16.1 %
Other Services	—	7,000	7,000	—	(7,000)	(100.0)%
Non-Capital Training	4,000	—	—	—	—	N/A
Fuel Expense	159,695	95,676	96,200	159,696	64,020	66.9 %
Red Dye	843,796	680,971	680,000	871,156	190,185	27.9 %
Office Supplies	3,150	5,040	5,000	3,240	(1,800)	(35.7)%
Other Supplies	420	—	—	—	—	N/A
Maintenance Materials	41,370	—	—	—	—	N/A
Fuel Tax	9,363	9,900	9,960	9,432	(468)	(4.7)%
Gasoline Fuel Tax	73	60	—	—	(60)	(100.0)%
Commuter Rail Services	19,491,509	21,556,550	21,556,550	25,651,835	4,095,285	19.0 %
Performance Deficiency Credits	(42,700)	—	—	—	—	N/A
Dues and Subscriptions	19,630	42,575	10,000	41,575	(1,000)	(2.3)%
Airfare-Transportation	1,474	21,400	7,000	12,400	(9,000)	(42.1)%
Travel-Per Diem	1,459	2,600	2,000	1,850	(750)	(28.8)%
Seminar, Conferences, Registration	2,795	10,800	3,000	2,400	(8,400)	(77.8)%
Lodging	3,451	16,000	4,000	8,000	(8,000)	(50.0)%
Travel-Other	7,710	—	—	—	—	N/A
Business Meals-Local	—	600	750	600	—	—
Postage	3	—	—	—	—	N/A
Tools and Equipment	5,414	4,300	4,250	4,300	—	—
Other Miscellaneous Expenses	994	3,000	3,000	—	(3,000)	(100.0)%
TOTAL OTHER EXPENSES	**20,836,646**	**23,387,672**	**22,813,710**	**27,799,484**	**4,411,812**	**18.9 %**
TOTAL OPERATING EXPENSES	**$22,086,900**	**$24,779,640**	**$24,205,678**	**$29,331,736**	**$4,552,096**	**18.4 %**

Rail Freight Management

Functions and Responsibilities

The Rail Freight Management department is responsible for managing and preserving CapMetro's railroad assets used for the transportation of freight and transit. The department manages approximately 162 miles of railroad right-of-way between Giddings and Llano. Management of the Giddings-Llano rail line is accomplished through a rail freight operator, whose responsibility is to fulfill the common carrier obligations by providing freight service to shippers along the line, as well as implementing marketing strategies to maximize revenue while providing efficient freight service.

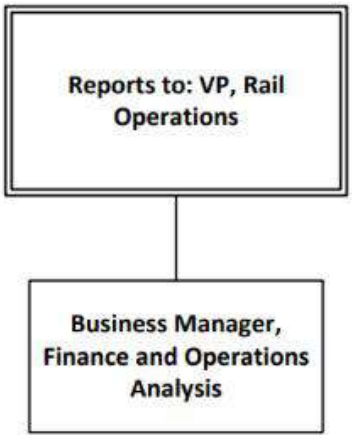
FY2023 Accomplishments

- Customer
  - Rehabilitated TxDOT crossings at milepost 94.20 in Liberty Hill and milepost 30.79 in Elgin.
  - Replaced 4,000 ties on East Subdivision; replaced 3,800 ties on West Subdivision.
  - Replaced 34,567 feet of rail relay on East Subdivision.
  - Tamped 10 miles of track on West Subdivision; tramped 55 miles of track on East Subdivision.
  - Completed engineering design for the replacement of two spans on the bridge at milepost 52.44.

FY2024 Planned Initiatives

- Customer
  - Rehabilitate TxDOT crossings at TxDOT's direction.
  - Complete replacement of two spans on the bridge at milepost 52.44.
  - Replace 2,000 ties on East Subdivision; replace 2,000 ties on West Subdivision.

Rail Freight Management Department Organizational Chart



Budget Changes

Labor and Benefits

Increase of $14,186 for approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses

Decrease of $38,507 mainly driven by Right of Way (ROW) Herzog Transit Services based on the rail freight operator trackage rights fees.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$103,494	$119,648	$119,648	$132,522	$12,874	10.8 %
FICA-Admin	8,696	8,825	8,825	10,138	1,313	14.9 %
State Unemployment-Admin	361	181	181	180	(1)	(0.6)%
Sick Leave-Admin	399	—	—	—	—	N/A
Holiday Leave-Admin	5,886	—	—	—	—	N/A
Vacation Leave-Admin	12,226	—	—	—	—	N/A
TOTAL LABOR & BENEFITS	**131,062**	**128,654**	**128,654**	**142,840**	**14,186**	**11.0 %**
OTHER EXPENSES						
Consultation Fees	19,365	434,000	84,000	434,000	—	—
ROW Freight Rail Transit Services	1,576,895	1,618,614	1,618,614	1,580,107	(38,507)	(2.4)%
Expendable Tools & Equipment	—	1,000	1,000	1,000	—	—
Dues and Subscriptions	—	6,100	5,100	6,100	—	—
Advertising-Promotion Media	272	—	—	—	—	N/A
TOTAL OTHER EXPENSES	**1,596,532**	**2,059,714**	**1,708,714**	**2,021,207**	**(38,507)**	**(1.9)%**
TOTAL OPERATING EXPENSES	**$1,727,594**	**$2,188,368**	**$1,837,368**	**$2,164,047**	**$(24,321)**	**(1.1)%**

Real Estate and Facility Planning

Functions and Responsibilities

The Real Estate and Facility Planning department acquires and leases real property to meet the needs of CapMetro and its growth as well as managing licensing within the railroad right of way (ROW).

FY2023 Accomplishments

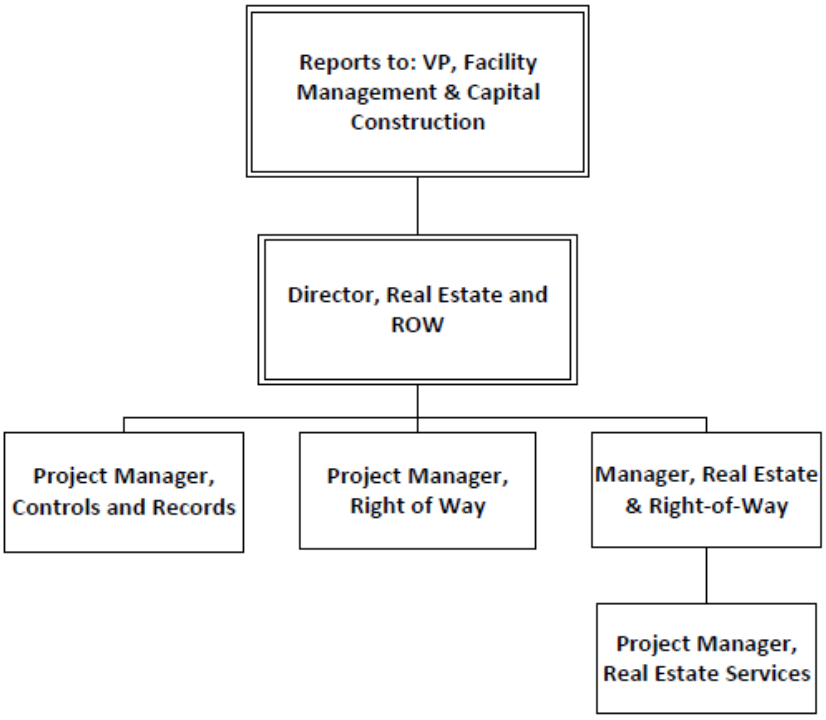
- Customer
  - Supported acquisitions of real estate tracts in support of agency and Project Connect projects.
  - Worked with local agencies, private developers, and property owners to locate new park & ride sites and acquire temporary and permanent easements to support CapMetro facilities.
  - Facilitated meetings to prepare for TxDOT project impacts including three toll road projects and the widening of Interstate Highway 35.
- Organizational Effectiveness
  - Increased ROW permit revenue base to help sustain the agency's ability to expand current and future transit operations.
  - Continued establishing licensing agreements with unlicensed ROW users.
  - Launched the first phase of confirming CapMetro's Right of Way boundaries of the first 32 miles of the Giddings-Llano Rail line.

FY2024 Planned Initiatives

- Customer
  - Enhance the agency's ROW application webpage for a better internal and external customer experience.
  - Continue support for the acquisition of real estate tracts.
  - Collaborate with internal/external agency stakeholders to establish a criterion for acquiring leases and properties.
- Community
  - Collaborate with agency, business, local, and state agency stakeholders on upcoming projects to ensure that their needs and all local and federal requirements are met.
- Workforce
  - Implement cross-training and a succession plan to develop career growth.
- Organizational Effectiveness
  - Explore opportunities with the city of Austin and other municipalities within legal ownership of CapMetro's ROW boundaries and create a plan to resolve encroachments.
  - Comprehensive review of licenses and real estate documents.

- Maintain the real estate inventory database.
- Continue identification of CapMetro's ownership of the Giddings-Llano rail line.
- Survey the CapMetro Rail Redline from the Downtown Station to Downtown Wye.

Real Estate and Facility Planning Organization Chart



Budget Changes

Labor and Benefits
Increase of $140,603 from the return of 1 FTE previously seconded to the Austin Transit Partnership, approved performance-based pay increases and an across-the-board one-time market pay increase..

Other Expenses
Increase of $35,686 driven by $701,100 net increase in Lease-Operating Yard-Storage for centralized warehouse replacing St. Johns storage, and Other Professional Fees for title research offset by $656,174 decrease in Lease-Administrative Facility from contractual changes and lower Consultation Fees for surveys and appraisals.

LABOR & BENEFITS	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
Salaries & Wages-Admin	$370,506	$472,853	$472,853	$602,455	$129,602	27.4 %
FICA-Admin	32,474	34,864	34,864	45,687	10,823	31.0 %
State Unemployment-Admin	1,708	720	720	898	178	24.7 %
Sick Leave-Admin	18,861	—	—	—	—	N/A
Supplemental Sick	1,981	—	—	—	—	N/A
Holiday Leave-Admin	21,263	—	—	—	—	N/A
Vacation Leave-Admin	35,253	—	—	—	—	N/A
TOTAL LABOR & BENEFITS	**482,046**	**508,437**	**508,437**	**649,040**	**140,603**	**27.7%**
OTHER EXPENSES						
Consultation Fees	23,527	205,000	205,000	100,000	(105,000)	(51.2)%
Other Professional Fees	36,219	175,000	186,000	271,500	96,500	55.1 %
Permits and Fees	45	1,500	1,500	1,500	—	—
Temporary Help	13,219	45,500	45,500	—	(45,500)	(100.0)%
Repair & Maintenance-Other	22,148	46,000	106,000	92,500	46,500	101.1 %
Other Services	5,503	55,000	55,000	40,000	(15,000)	(27.3)%
Office Supplies	849	1,500	1,500	1,500	—	—
Other Supplies	—	5,000	5,000	5,000	—	—
Dues and Subscriptions	17,323	10,050	10,350	13,165	3,115	31.0 %
Airfare-Transportation	—	877	877	1,377	500	57.0 %
Travel-Per Diem	—	797	797	877	80	10.0 %
Seminar, Conferences, Registration	—	1,920	5,805	22,685	20,765	1,081.5 %
Lodging	—	1,200	1,200	1,500	300	25.0 %
Postage	96	450	450	450	—	—
Other Miscellaneous Expenses	40	—	—	—	—	N/A
AP Prompt Pay Discount	(74)	—	—	—	—	N/A
Interest Expense	172,881	—	—	—	—	N/A
Lease-Passenger Stations	71,100	80,000	110,000	60,000	(20,000)	(25.0)%
Lease-Passenger Parking Facilities	140,080	434,208	584,533	601,008	166,800	38.4 %
Lease-Operating Yard-Storage	103,386	155,000	392,000	592,800	437,800	282.5 %
Lease-Administrative Facility	529,151	3,589,412	2,798,514	3,038,238	(551,174)	(15.4)%
TOTAL OTHER EXPENSES	**1,135,492**	**4,808,414**	**4,510,026**	**4,844,100**	**35,686**	**0.7 %**
TOTAL OPERATING EXPENSES	**$1,617,539**	**$5,316,851**	**$5,018,463**	**$5,493,140**	**$176,289**	**3.3 %**

RideShare

Functions and Responsibilities

The RideShare department oversees contracts that provide alternative transportation service to reduce the number of single-occupancy vehicles on area roads. The department oversees the vanpool operations provider, including ongoing performance and commuter ride-matching services. RideShare oversees the Guaranteed Ride Home program, provided through a contractor.

FY2023 Accomplishments

- Customer
  - Continued marketing campaigns and strategies to increase brand awareness.
  - Continued to pursue regional expansion and funding opportunities.
  - Continued building relationships with transportation partners, positioning vanpooling as a safe and core component of the region's transportation system.

FY2024 Planned Initiatives

- Customer
  - Continue marketing campaigns and strategies to increase brand awareness.
  - Continue to pursue regional expansion and funding opportunities.
  - Continue building relationships with transportation partners, positioning vanpooling as a safe and core component of the region's transportation system.
- Community
  - Procure and implement a new RideShare service contract for 2024.
  - Grow the program to 206 vehicles from 149 vehicles currently in service.

RideShare Department Organizational Chart



Budget Changes

Labor and Benefits
Increase of $7,559 due to the approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses
Decrease of $91,297 due to a reduction in the number of higher-cost vanpool vehicles in FY2024 compared to FY2023 as well as reduced interlocal subsidies for services.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$82,496	$96,448	$96,448	$103,222	$6,774	7.0 %
FICA-Admin	6,992	7,111	7,111	7,897	786	11.1 %
State Unemployment-Admin	361	181	181	180	(1)	(0.6)%
Sick Leave-Admin	1,709	—	—	—	—	N/A
Holiday Leave-Admin	4,593	—	—	—	—	N/A
Vacation Leave-Admin	7,474	—	—	—	—	N/A
TOTAL LABOR & BENEFITS	**103,623**	**103,740**	**103,740**	**111,299**	**7,559**	**7.3%**
OTHER EXPENSES						
Office Supplies	13	600	600	—	(600)	(100.0)%
Other Supplies	244	5,450	5,450	—	(5,450)	(100.0)%
Telephone-Local	480	480	480	—	(480)	(100.0)%
GRH Reimbursement	48	600	600	235	(365)	(60.8)%
RideShare	1,529,334	1,711,527	1,285,358	1,627,547	(83,980)	(4.9)%
Dues and Subscriptions	—	1,375	1,375	1,325	(50)	(3.6)%
Airfare-Transportation	—	1,435	1,435	1,375	(60)	(4.2)%
Travel-Per Diem	—	1,188	1,188	910	(278)	(23.4)%
Seminar, Conferences, Registration	—	1,725	1,725	1,275	(450)	(26.1)%
Lodging	—	3,884	3,884	1,800	(2,084)	(53.7)%
Advertising-Promotion Media	—	11,000	11,000	13,500	2,500	22.7 %
TOTAL OTHER EXPENSES	**1,530,119**	**1,739,264**	**1,313,095**	**1,647,967**	**(91,297)**	**(5.2)%**
TOTAL OPERATING EXPENSES	**$1,633,743**	**$1,843,004**	**$1,416,835**	**$1,759,266**	**$(83,738)**	**(4.5)%**

Rolling Stock and Support Equipment

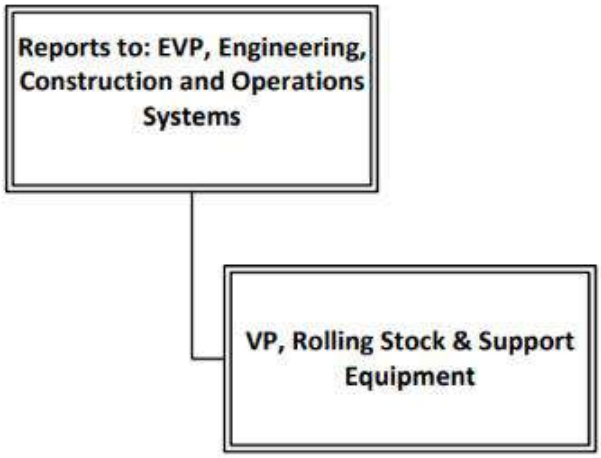
Functions and Responsibilities

The Rolling Stock and Support Equipment department is a new department created from the dissolution of the Project Connect Integration department. The department supports a variety of equipment to maintain revenue service delivery. This involves sustaining existing and new fleets to the end of their useful design life, plus supporting the necessary shop and non-revenue equipment for these fleets.

FY2024 Planned Initiatives

- Organizational Effectiveness
  - Manage projects for service delivery tools.
  - Support various rolling stock and equipment needs.
  - Continue support for Project Connect elements of CapMetro Rapid, Light Rail, and Green-Line Commuter Rail.

Rolling Stock and Support Equipment Organizational Chart



Budget Changes

Labor and Benefits
Budget of $235,480 due to 1 FTE transferred from the Project Connect Integration department, approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses
Budget of $18,750 previously in the Project Connect Integration department.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$ —	$ —	$ —	$222,147	$222,147	N/A
FICA-Admin	—	—	—	13,153	13,153	N/A
State Unemployment-Admin	—	—	—	180	180	N/A
TOTAL LABOR & BENEFITS	**—**	**—**	**—**	**235,480**	**235,480**	**N/A**
OTHER EXPENSES						
Consultation Fees	—	—	—	—	—	N/A
Other Services	—	—	—	500	500	N/A
Airfare-Transportation	—	—	—	7,250	7,250	N/A
Travel-Per Diem	—	—	—	—	—	N/A
Seminar, Conferences, Registration	—	—	—	5,000	5,000	N/A
Lodging	—	—	—	5,000	5,000	N/A
Travel-Other	—	—	—	1,000	1,000	N/A
TOTAL OTHER EXPENSES	**—**	**—**	**—**	**18,750**	**18,750**	**N/A**
TOTAL OPERATING EXPENSES	**$ —**	**$ —**	**$ —**	**$254,230**	**$254,230**	**N/A**

Safety

Functions and Responsibilities

The Safety department is responsible for addressing operational, construction, environmental, and industrial safety-related matters accomplished through the development and implementation of related programs and oversight activities.

FY2023 Accomplishments

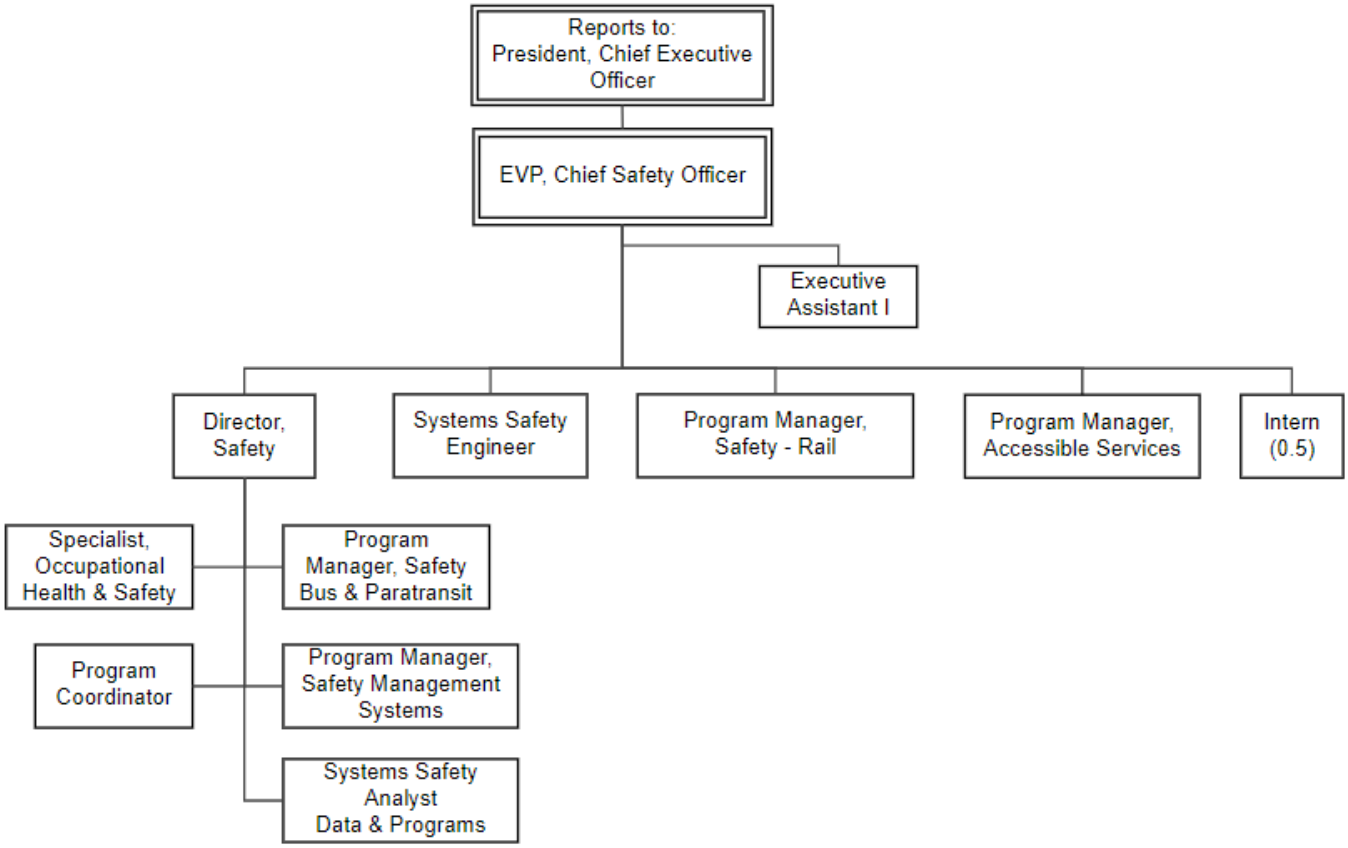
- Customer
  - Partnered with Rail Operations, Marketing, and Public Safety to educate the public and raise awareness of the need for rail safety education during Rail Safety Week.
  - Provided monthly Joint Health & Safety Committee meetings with service providers to address and discuss health and safety issues/concerns.
  - Performed construction safety observations and inspections process for Project Connect and CapMetro capital projects to enhance the safety of employees, workers, and the public.
- Workforce
  - Provided quarterly Joint Labor/Management Safety Committee meetings to mitigate risk and improve the safety of CapMetro's public transportation and health in the workplace.
  - Received board approval of CapMetro's Public Transportation Agency Safety Plan.
- Organizational Effectiveness
  - Collaborated with the Capital Construction and Design department to implement the safety and security certification process of Project Connect and other major capital projects.
  - Worked with Project Connect and other major capital project stakeholders on all new project development in the areas of safety. Focused on new project Preliminary Hazard Analysis and Threat and Vulnerability Assessment to ensure organizational effectiveness and safety.

FY2024 Planned Initiatives

- Customer
  - Continue the development and implementation of the Agency's Safety Management System Program.
  - Educate and train employees on safety culture and the safety management system.
  - Promote and encourage non-punitive reporting of safety concerns via the employee safety reporting system.
  - Continue providing Safety Committee meetings with service providers to address and discuss health and safety issues and concerns.
- Organizational Effectiveness
  - Continue developing the agency's safety and security certification program to minimize costly retrofitting to correct hazards or vulnerabilities of major capital projects.

- Continue to implement management of the change process to ensure agency sustainability regardless of changes in business goals, employee and customer expectations, or change to software.

Safety Department Organizational Chart



Budget Changes

Labor and Benefits
Increase of $169,987 due to 1 new FTE and the approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses
Decrease of $206,592 due to a reduction of Consultation Fess of $135,316 as well as a decrease in Advertising/Promotion Media for public safety campaigns of $100,000.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$1,146,545	$1,562,715	$1,562,715	$1,717,293	$154,578	9.9 %
FICA-Admin	93,539	111,473	111,473	126,700	15,227	13.7 %
State Unemployment-Admin	4,922	3,060	3,060	3,242	182	5.9 %
Sick Leave-Admin	70,403	—	—	—	—	N/A
Holiday Leave-Admin	62,549	—	—	—	—	N/A
Vacation Leave-Admin	42,589	—	—	—	—	N/A
Other Paid Leave-Admin	5,538	—	—	—	—	N/A
Boot Allowance-Admin	(10)	—	—	—	—	N/A
TOTAL LABOR & BENEFITS	**1,426,076**	**1,677,248**	**1,677,248**	**1,847,235**	**169,987**	**10.1 %**
OTHER EXPENSES						
Consultation Fees	71,000	436,316	200,000	301,000	(135,316)	(31.0)%
Medical Services	10,439	—	—	—	—	N/A
Other Professional Fees	69,454	—	7,000	—	—	N/A
Temporary Help	—	—	4,000	—	—	N/A
Other Services	44	—	—	—	—	N/A
Office Supplies	2,448	4,000	2,000	3,000	(1,000)	(25.0)%
Other Supplies	43,139	39,996	32,000	36,000	(3,996)	(10.0)%
Non Capital Equipment and Furniture	—	4,000	2,000	4,000	—	—
Telephone-Local	520	480	—	480	—	—
Rail Liability Claim Payments	(1,000,000)	—	—	—	—	N/A
Dues and Subscriptions	4,544	5,105	5,505	6,325	1,220	23.9 %
Airfare-Transportation	—	3,600	4,000	4,800	1,200	33.3 %
Travel-Per Diem	336	1,800	1,800	3,600	1,800	100.0 %
Seminar, Conferences, Registration	(195)	5,400	5,400	7,000	1,600	29.6 %
Lodging	—	7,000	7,000	9,100	2,100	30.0 %
Travel-Other	465	1,800	1,800	18,600	16,800	933.3 %
Business Meals-Local	4,989	—	—	—	—	N/A
Newspaper Media	600	—	—	—	—	N/A
Advertising-Promotion Media	31,150	269,200	169,000	169,200	(100,000)	(37.1)%
Postage	5	—	—	—	—	N/A

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
Safety Equipment	742	—	—	—	—	N/A
Other Miscellaneous Expenses	—	—	50	9,000	9,000	N/A
P-Card Default Expense	—	—	2,800	—	—	N/A
Food and Ice	367	—	80	—	—	N/A
TOTAL OTHER EXPENSES	**(759,953)**	**778,697**	**444,435**	**572,105**	**(206,592)**	**(26.5)%**
TOTAL OPERATING EXPENSES	**$666,122**	**$2,455,945**	**$2,121,683**	**$2,419,340**	**$(36,605)**	**(10.0)%**

Strategic Planning and Development

Functions and Responsibilities

The Strategic Planning and Development department functions are currently divided into five major areas of responsibility: Service Planning and Scheduling, Regional Planning, Transit-Oriented Development, Metropolitan Mobility and Service Analysis. Each function is designed to support the planning, development, evaluation, and delivery of public transportation solutions and infrastructure.

FY2023 Accomplishments

- Customer
  - Conducted origin and destination survey project to assess the current travel patterns of CapMetro customers to improve service delivery, providing critical information for effective service planning and development of regional travel demand models.
  - Provided planning analysis and feedback to the Austin Transit Partnership on proposed Project Connect service level route changes and impacts to existing and planned CapMetro services.
  - Coordinated with the city of Austin Urban Trails Program in the development of a Red Line Trail and Bergstrom Spur analysis and strategic plan.
  - Continued improving rider and on-time performance metrics for optimal ongoing performance monitoring.
  - Negotiated 7 agreements dedicated to regional transportation. Engaged Transit Development Plan (TDP) partners which included 4 service Interlocal Agreements (ILAs) with Round Rock, Georgetown, Pflugerville, and Travis County. Created 2 agreements with CARTS to operate the GoGeo service and Manor Pickup. An ILA also serves the ACC Cypress Creek Campus in Cedar Park.
  - Contributed over 150,000 boardings through regional partners' transit services. This includes transit services with the cities of Round Rock, Georgetown, Pflugerville, Travis County and ACC.
  - Continued to work with regional partners to modify routes and add service where appropriate. Increase regional partner communication and engagement through the implementation of FY2023 ILAs for transportation services and TDPs. Continued to build regional coordination by providing resources and information to assist with transportation options and logged 531 calls from over 40 cities. Distributed approximately 2,500 Greater Austin Transportation Services and Senior Ride Guides.
  - Contributed to Regional Transportation Coordination Committee (RTCC) Regionally Coordinated Transportation five-year plan.
  - Supported Innovative Mobility through the staff liaison to plan, develop and implement new Pickup zones, while evaluating existing zones.
  - Developed and finalized Pickup Service Standards and Guidelines.
  - Optimized bus stops along seven corridors with improved bus stop spacing, enhanced high-ridership stops, safer crossings, and better bicycle-pedestrian-transit-rider interaction.
  - Continued to provide public interactions via the customer call reporting system, public meetings, and general inquiries that may include route/schedule adjustments, bus stop requests, or other inquiries.

- Continued to coordinate with the city of Austin's Transportation, Development Review, and Corridor Program teams on current and future projects/programs to seamlessly integrate service operations and bus stops for improved safety, convenience, comfort, and efficiency.
- Continued coordination with the city of Austin to plan, develop and implement targeted infrastructure improvements to optimize and improve transit safety, speed, and reliability. This coordination includes the implementation of the 2020 Safety and Mobility Bond projects which allocated $14 million to transit enhancements among other transit-supportive projects such as the addition of new red markings to the West 5 th Street shared bus/bike lane and multiple enhanced transit stops designed to safety and effectively accommodate bicycles and pedestrians.
- Worked with the Austin Transportation Department to develop a Transit Signal Priority program and pilot new cloud-based signal detection at 50 intersections.
- Completed two phases of outreach and development of the Transit Enhancement Plan, a collaborative effort with the city of Austin to optimize transit speed and reliability throughout the city utilizing $19 million of 2020 Mobility Bond funds. The Transit Enhancement Plan will identify where the most transit customers are experiencing the most delay and will identify and prioritize up to 30 potential projects to mitigate those delays.
- Submitted and awarded $750,000 from the FTA 2021 Pilot Program for Transit-Oriented Development Planning grant for the 6.5-mile Orange Line South Corridor.
- Submitted and awarded $900,000 from the FTA 2022 Pilot Program for Transit-Oriented Development Planning grant for two TOD pilot sites at 2910 East 5th St. and North Lamar Transit Center (NLTC).
- Delivered the Equitable Transit-Oriented Development (ETOD) Policy Plan that was successfully adopted by Austin City Council on March 9, 2023. The plan, under development for the past two years, suggests a range of policy tools the city could implement to make Project Connect accessible to as many people with as many life experiences as possible.
- Initiated the ETOD Station Area Vision Plan process for North Lamar Transit Center and South Congress Transit Center. The plans will be put forth for Austin City Council adoption, which will establish the foundation to inform necessary regulatory changes to enable TOD on CapMetro-owned properties.
- Continued to support and provide input to the city of Austin's Strategic Mobility Plan and Transportation Criteria Manual.
- Continued to monitor and evaluate actionable plans that improve the quality and reliability of services developed as part of Cap Remap.
- Continued to develop new scheduling processes that improve the quality and integrity of data from the scheduling system to all customer-facing systems. In addition, continue to refine and optimize the time required to process and publish required data sets for each service change.

♦ Community

- Drafted the Sustainability and Climate Vision Plan.
- Drafted the green building and infrastructure and developed a workforce training initiative to integrate into capital projects.
- Developed the Clean Energy Plan.
- Developed strategy for achieving Platinum Level APTA Sustainability Commitment.

- Submitted the FTA BUILD Grant for funding for McKalla Station in collaboration with our private partner, Austin FC.
- Completed a strategic expansion plan for MetroBike.

- Workforce
  - Worked with the University of Texas Civil Engineering Senior Capstone course to provide sample projects and develop solutions to real-world engineering problems.
  - Sought planning and civil engineering interns to support staff and allow for the professional growth of students, with the goal of bringing them into the CapMetro family.
  - Served in leadership roles with the Association of Commuter Transportation, Regional Transportation Coordination Committee (RTCC), Aging Services Council, and Austin/Travis County Community Health Improvement Plan and Community Health Assessment (CHA/CHIP).

- Organizational Effectiveness
  - Developed a strategy to prioritize grant programs and identify eligible CapMetro projects. The process was presented and approved by the senior executive team.
  - Utilized grant strategy to apply for CRISI in fall 2022 and RAISE in early 2023.

FY2024 Planned Initiatives

- Customer
  - Continue to support the Austin Transit Partnership on the development of and incorporation of Project Connect into existing and planned CapMetro services.
  - Continue to coordinate with the city of Austin Urban Trails Program in the development of a Red Line Trail and Bergstrom Spur analysis and strategic plan.
  - Continue to coordinate with the city of Austin Bike, Walk, Roll Strategic plan and seamless incorporation of active transportation to and from transit facilities.
  - Optimize bus stops along multiple corridors with improved bus stop spacing, enhanced high-ridership stops, safer crossings, and better bicycle-pedestrian-transit-rider interaction.
  - Conduct origin and destination survey to assess the current travel patterns of CapMetro customers to improve service delivery, providing critical information for effective service planning and development of regional travel demand models.
  - Implement enterprise data analytics platform (EDAP) initial phase public dashboards for ridership and on-time performance metrics.
  - Initiate (design and build) first prioritized projects for the Transit Enhancement Plan.
  - Continue coordination with the city of Austin to plan, develop and implement targeted infrastructure improvements to optimize and improve transit safety, speed, and reliability. This coordination includes implementation of the 2020 Safety and Mobility Bond projects which allocates $19 million to transit enhancements among other transit-supportive projects such as transit priority lanes on the South 1st Street Bridge.
  - Complete the transit signal prioritization project, targeting signals at new CapMetro Rapid routes and develop an amendment to existing transit signal prioritization agreement with the city of Austin.

- Continue coordination with the Texas Department of Transportation (TxDOT) to ensure the IH-35 project accommodates transit users and does not negatively impact transit services during construction.
- Engage Transit Development Plan (TDP) partners to negotiate service agreements. For FY2024, this includes three service Interlocal Agreements (ILAs) with the cities of Round Rock and Georgetown, and Travis County. In addition, there are two agreements for CARTS to operate the GoGeo service and Manor Pickup.
- Lead the Transit Development Plan (TDP) process with three regional partners that include the cities of Buda and Pflugerville, and Travis County.
- Increase regional partner communication and engagement through implementation of FY2024 ILAs for transit service and TDPs.
- Update the Greater Austin Transportation Services and Senior Ride Guide. The Regional Planning Team/Office of Mobility Management (OMM) is responsible for the creation, updating, and distribution of this document.
- Include persons 65 and older in the current GoGeo limited paratransit service. This is the current service level based on the FY2023 ILA and ridership is increasing. Continue to support Innovative Mobility through the staff liaison to plan, develop and implement new Pickup zones, while evaluating existing zones.
- Continue ETOD Station Area Vision Plans for North Lamar Transit Station and South Congress Transit Stations
- Finalize the second phase of the MetroBike Strategic Expansion Plan with substantial public feedback regarding proposed methodology and weighing of the prioritization criteria for expansion.
- Finalize a development services interlocal agreement with the city of Austin to retrieve more than $3 million in fees paid by developers for transit improvements.
- Submit FTA Section 5310 Funds application to CAMPO on behalf of the Office of Mobility Management and Regional Planning team.

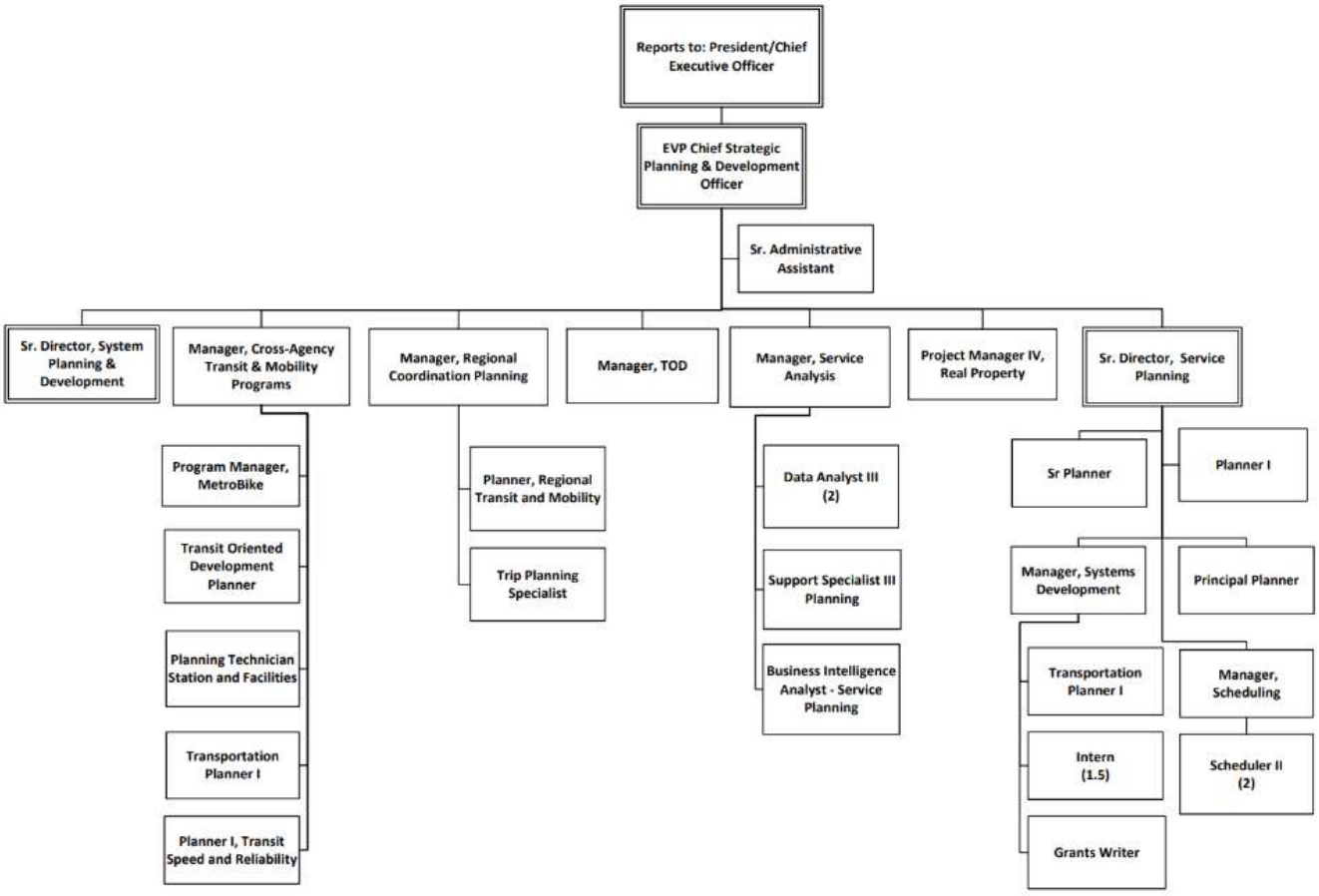
♦ Workforce

- Continue to work with the University of Texas Civil Engineering Senior Capstone course to provide sample projects and develop solutions to real-world engineering problems.
- Continue to seek planning and civil engineering interns to support staff and allow for professional growth of students, with the goal of bringing them into the CapMetro family.
- Continue to serve in leadership roles with the Association of Commuter Transportation (ACT), Regional Transportation Coordination Committee (RTCC), Aging Services Council and Austin/Travis County Community Health Improvement Plan and Community Health Assessment (CHA/CHIP).
- Serve as a member of the Association for Commuter Transportation (ACT) ImpACT 2023 Leadership Class.

♦ Organizational Effectiveness

- Evaluate eligibility and apply for applicable priority grant programs (RAISE, Buses and Bus Facilities/Low-No, Mega/INFRA, TOD Pilot Program, Reconnecting Communities, and CRISI).
- Support smaller, one-off grant processes and track their progress through resources developed with the discretionary grant strategy.

Strategic Planning and Development Department Organizational Chart



Budget Changes

Labor and Benefits

Increase of $424,416 due to job reclassifications, the addition of 1.5 FTEs, approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses

Decrease of $276,262 driven by a reduction of $277,321 in Consultation Fees due to the completion of the Origin and Destination survey and the Service Standards and Guidelines. In addition, the function of sustainability has been transferred to the Strategic Programs and Organizational Readiness department. Reduction of $64,600 in Temporary Help due to projects completed in FY2023.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$1,889,736	$2,759,380	$2,759,380	$3,149,297	$389,917	14.1 %
Overtime-Admin	9,760	—	—	—	—	N/A
FICA-Admin	155,737	198,743	198,743	232,882	34,139	17.2 %
State Unemployment-Admin	8,459	5,400	5,400	5,760	360	6.7 %
Sick Leave-Admin	118,936	—	—	—	—	N/A
Holiday Leave-Admin	106,575	—	—	—	—	N/A
Vacation Leave-Admin	160,692	—	—	—	—	N/A
Other Paid Leave-Admin	8,188	—	—	—	—	N/A
TOTAL LABOR & BENEFITS	**2,458,083**	**2,963,523**	**2,963,523**	**3,387,939**	**424,416**	**14.3 %**
OTHER EXPENSES						
Consultation Fees	2,100,621	4,943,321	3,121,026	4,666,000	(277,321)	(5.6)%
Other Professional Fees	3,066	—	577	—	—	N/A
Temporary Help	—	85,720	18,720	21,120	(64,600)	(75.4)%
Courier and Delivery Services	—	—	—	—	—	N/A
Other Services	11,926	16,700	16,700	16,704	4	0.0 %
Office Supplies	2,251	6,350	5,350	2,000	(4,350)	(68.5)%
Other Supplies	704	—	—	30,000	30,000	N/A
Telephone-Local	3,600	4,320	4,320	5,760	1,440	33.3 %
Dues and Subscriptions	74,679	87,063	78,693	88,304	1,241	1.4 %
Airfare-Transportation	5,587	13,550	15,299	16,560	3,010	22.2 %
Travel-Per Diem	1,548	7,970	6,970	12,251	4,281	53.7 %
Toll Road Charges	1,375	—	—	—	—	N/A
Seminar, Conferences, Registration	24,209	22,860	20,910	31,937	9,077	39.7 %
Lodging	6,615	19,200	16,800	35,300	16,100	83.9 %
Travel-Other	620	—	3,180	4,800	4,800	N/A
Business Meals-Local	5,472	4,300	4,300	4,356	56	1.3 %
Advertising-Promotion Media	207	—	486	—	—	N/A
Postage	17	—	—	—	—	N/A
Other Miscellaneous Expenses	(309)	—	142	—	—	N/A
Food and Ice	593	—	—	—	—	N/A
Expense Reimbursements	—	(704,000)	(704,000)	(904,000)	(200,000)	28.4 %
Capital Contributions-Other Jurisdictions	489,067	1,704,000	1,704,000	1,904,000	200,000	11.7 %
TOTAL OTHER EXPENSES	**2,731,850**	**6,211,354**	**4,313,473**	**5,935,092**	**(276,262)**	**(4.4)%**
TOTAL OPERATING EXPENSES	**$5,189,933**	**$9,174,877**	**$7,276,996**	**$9,323,031**	**$148,154**	**1.6 %**

Strategic Programs and Organizational Readiness

Formerly Enterprise Program Management

Functions and Responsibilities

The Strategic Programs and Organizational Readiness department advances data analytics and performance management across the agency to instill data-driven decision-making as a means for continuous improvement. The department works across the agency and with members of the Board of Directors and staff to develop, review and approve annual corporate strategic initiatives and ensures that business units' priorities align with CapMetro's mission and vision.

FY2023 Accomplishments

- Customer
  - Continued to leverage the data warehouse technology (EDAP) to refine performance dashboards to show timely and valuable data that informs the board and the community about agency performance by providing key data and reporting internally to improve where needed.
  - Developed a reporting plan to show progress on key strategic initiatives, key agency performance and progress towards accomplishing the agency's mission.
  - Helped facilitate the launch of phase A of the public-facing dashboard (on-time performance, ridership, Mean distance between failures (MDBF).
- Community
  - Continued to engage the board of directors and key stakeholders in the development and implementation of the agency's strategic KPI dashboard.
  - CapMetro was recognized by Texan by Nature, a state-wide, results-oriented, non-partisan sustainability organization for our overall sustainability efforts and results.
  - Continued to support the successful launch of CapMetro Rapid Pleasant Valley and Expo routes.
- Workforce
  - Hosted regular capital project manager training sessions and group forums to discuss enterprise project portfolio management (EPPM) processes and new functionalities of the project management software.
  - Lead a battery electric bus (BEB) technician training effort including providing workshops to develop "train the trainers" on basic safety and orientation which will free up BEB training funding for higher level training including diagnostics, high voltage systems, and master technician courses.
  - Lead a sustainability training and outreach initiative for program managers and other staff to include opportunities to get Envision Sustainability Professional credentials, and LEED AP credentials.
- Organizational Effectiveness
  - Completed initial analysis of the current state of enterprise asset management at CapMetro.
  - Developed sustainability design standards to provide deeper technical design guidance and specification for aspects of sustainability to include guideline standards for sustainable/resilient

energy systems, sustainable landscaping/green infrastructure/green stormwater, zero waste facilities recycling, composting amenities, and collection systems.

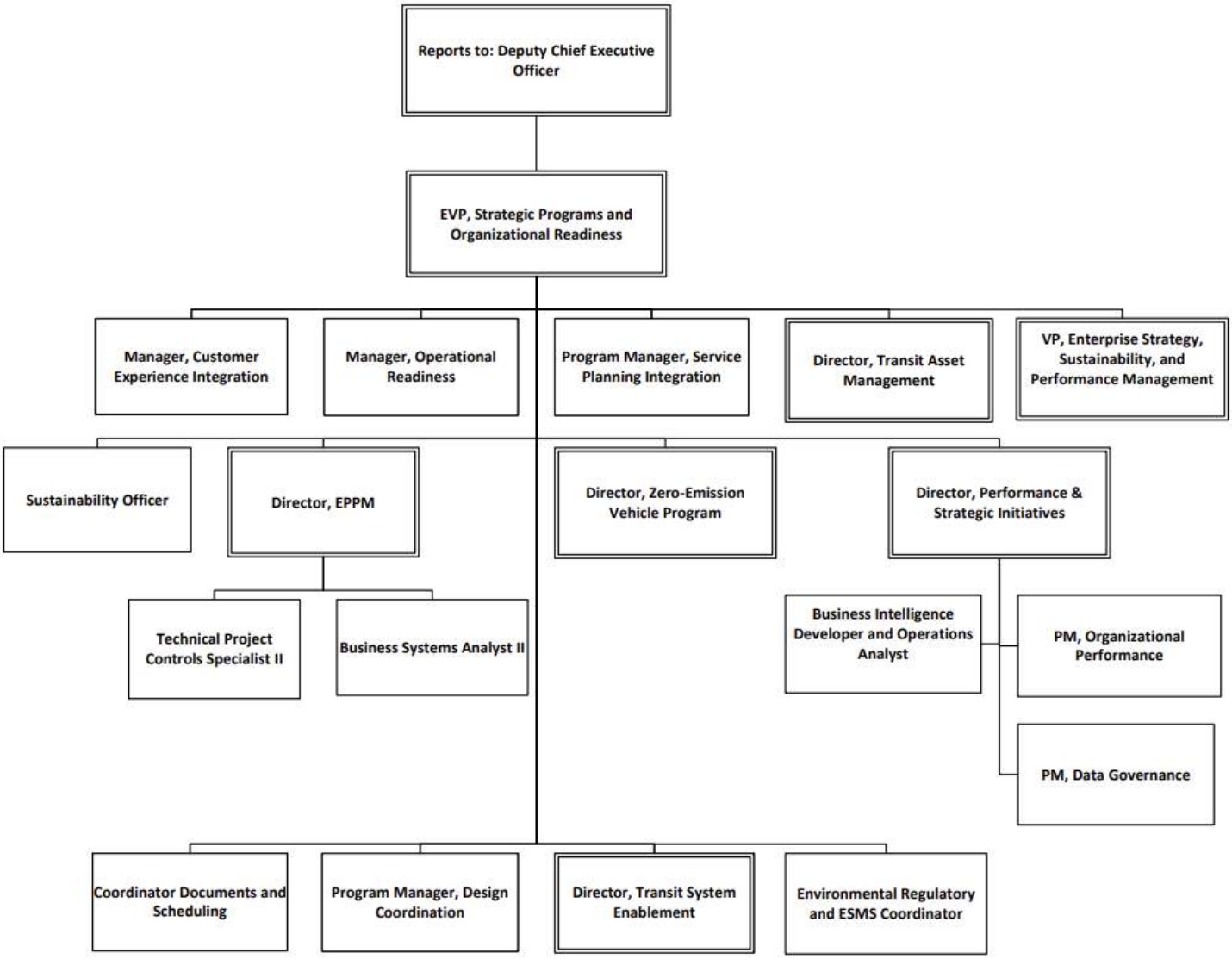
- Built the Sustainability Vision Plan through the development of action plans and long-term planning efforts to achieve our goal of being carbon neutral by 2040**.**
- Co-led and managed executive-level partnership with Austin Energy to focus on delivering net zero emission energy to CapMetro and Project Connect through cooperative grants, design and implementation of distributed energy systems, and grid-level renewable energy. Formalized memorandum of understanding will be developed to identify specific cooperative opportunities.
- Lead efforts to identify incentives, rebates, and grants to support sustainability and climate initiatives.
- Developed and integrated sustainability design guidelines and project management tools and checklist to support the green building and infrastructure policy for CapMetro and Project Connect projects to establish a minimum of Envision, LEED, or Sites silver; Austin Energy Green Building 3 star for all capital projects.
- Lead the development of the enterprise zero emissions vehicles roadmap to chart the transition to BEB, spanning infrastructure and fleet projects, including objectives, timelines and new pilot projects to continue CapMetro's efforts to pursue zero-emission bus and fueling infrastructure.

FY2024 Planned Initiatives

- Customer
  - Continue to implement technology to enable CapMetro to become a data-driven enterprise.
- Community
  - Continue to develop KPI dashboards to advance CapMetro's commitment to transparency.
  - Continue to work in partnership with Austin Energy to improve the functionality of Austin Energy's myData app, to increase the quality of utility management and sustainability reporting. Integrate the newly accessible data with CapMetro enterprise data systems.
  - Continue APTA Sustainability Gold level activities and plan for Platinum level.
  - Expand public facilities recycling to additional stations and stops including CapMetro Rapid.
- Workforce
  - Continue to work with People and Culture to implement performance metrics into the performance management plan.
- Organizational Effectiveness
  - Continue change management efforts to advance a data-driven culture in all business units across the enterprise.
  - Complete development and rollout of project staffing practices and portfolio capacity management.
  - Deliver enhancements to the project management and planning software used by CapMetro.
  - Continue to lead the Zero-Emissions Vehicle (ZEV) plan, including monitoring, supporting, and coordinating BEB-related activities. Refine and develop a plan for continued BEB expansion and alternative fuel usage to achieve fleet-wide carbon neutrality by 2040.

- Lead development of charger and energy management systems.
- Continue to support the successful launch of CapMetro Rapid Pleasant Valley and Expo routes.
- Continue to support and manage the effective use of the sustainability fund to implement near-term and long-term strategies to meet our sustainability goals, especially reaching zero net carbon by 2040.
- Build an internal environmental compliance and environmental and sustainability management system program to support agency regulatory needs and operational sustainability goals.
- Join The Climate Registry, a third-party internationally recognized voluntary greenhouse gas reporting protocol, to measure and report greenhouse gas emissions to provide an additional layer of assurance and benchmarking.

Strategic Programs and Organizational Readiness Department Organizational Chart



Budget Changes

Labor and Benefits
Increase of $1,177,257 due to 4 FTEs transferred from Project Connect Integration, 5 new FTEs, approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses
Increase of $1,856,583 due to an increase in Consultation fees of $1,745,000 for Project Connect and CapMetro growth projects as well as an increase to Dues and Subscriptions of $81,784 associated with the new FTEs.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$754,272	$1,276,195	$1,276,195	$2,373,625	$1,097,430	86.0 %
Overtime-Admin	—	—	—	—	—	N/A
FICA-Admin	61,861	90,562	90,562	175,581	85,019	93.9 %
State Unemployment-Admin	2,218	1,796	1,796	3,600	1,804	100.4 %
Sick Leave-Admin	58,085	—	—	—	—	N/A
Holiday Leave-Admin	39,534	—	—	—	—	N/A
Vacation Leave-Admin	51,826	—	—	—	—	N/A
Other Paid Leave-Admin	782	—	—	—	—	N/A
Automobile	—	6,996	6,996	—	(6,996)	(100.0)%
TOTAL LABOR & BENEFITS	**968,578**	**1,375,549**	**1,375,549**	**2,552,806**	**1,177,257**	**85.6%**
OTHER EXPENSES						
Consultation Fees	149,577	130,000	148,500	1,875,000	1,745,000	1,342.3 %
Office Supplies	694	400	300	1,000	600	150.0 %
Other Supplies	—	—	—	—	—	N/A
Telephone-Local	1,200	480	1,000	—	(480)	(100.0)%
Dues and Subscriptions	—	1,650	1,650	83,434	81,784	4,956.6 %
Airfare-Transportation	1,924	9,500	9,500	15,400	5,900	62.1 %
Travel-Per Diem	277	4,400	4,500	10,500	6,100	138.6 %
Seminar, Conferences, Registration	1,045	11,150	11,150	23,789	12,639	113.4 %
Lodging	1,511	9,000	9,000	14,440	5,440	60.4 %
Business Meals-Local	951	—	—	—	—	N/A
Other Miscellaneous Expenses	—	—	—	—	—	N/A
Food and Ice	159	400	—	—	(400)	(100.0)%
TOTAL OTHER EXPENSES	**157,336**	**166,980**	**185,600**	**2,023,563**	**1,856,583**	**1111.9%**
TOTAL OPERATING EXPENSES	**$1,125,914**	**$1,542,529**	**$1,561,149**	**$4,576,369**	**$3,033,840**	**196.7%**

Systemwide Accessibility

Functions and Responsibilities

The Systemwide Accessibility department is responsible for ensuring all agency activities and programs are universally accessible to all persons and particularly those with disabilities. The department is responsible for managing and overseeing CapMetro's activities associated with service provisions in compliance with the Department of Transportation regulations for the Americans with Disabilities Act (ADA) Title II. The department is responsible for ensuring safe access to systemwide transit and coordinates with various agency departments to ensure all agency services are universally available to persons with diverse functional abilities. The department also assesses and recommends the implementation of innovative technology solutions to identify and address barriers to accessing transit for people with disabilities. The Systemwide Accessibility department serves as the agency's primary representative to the community of persons with disabilities and older adults, convening and collaborating to improve service delivery to enhance the customer experience of persons of all abilities.

FY2023 Accomplishments

- Customer
  - Developed a CapMetro agency-wide Accessible Information and Communication Technology (ICT) Policy. These policies and procedures ensure all ICT procurements comply with relevant federal requirements and standards in compliance with the Revised Section 508 and Web Content Accessibility Guidelines (WCAG) version 2.1 AA.
  - CapMetro partnered with a consulting firm, in a self-evaluation and ADA transition plan. Through this, we are active participants in our self-evaluation of all programs, services, facilities, and technologies culminating in an ADA Transition Plan to identify and remediate any barriers to access for persons with disabilities. This process will help CapMetro move towards a best-in-class transit system.
  - Served as a subject matter expert on accessibility for the Austin Transit Partnership CapMetro Rapid and light-rail transit (LRT) projects including design review, recommendations, standards and regulation review, quality control oversight with the design team, consultants, and contracted accessibility specialists.
  - Launched quarterly reporting of agency-wide Systemwide Accessibility department activities.
  - Served as a subject matter expert and technical support to the IT department on procurements of information and communication technologies as well as recruiting persons with disabilities to test customer-facing technologies including the CapMetro fare pilot mobile application and Amp card.
- Community
  - Continued to manage the Vehicle Mobility Grant program to grant out retired MV1 vehicles to non-profits and community-based organizations to provide transportation to persons with limited transportation options and provide basic needs services to the community. This process includes quarterly reporting on trips and services rendered for a period of up to two years.
  - Continued to serve on the city of Austin's Commission on Seniors to provide input and recommendations, including updating the Age Friendly Austin Plan for older adults to be submitted to the Austin City Council.
  - Participated as a panelist in a joint Women's Transportation Seminar (WTS) and Conference of Minority Transportation Officials (COMTO) monthly luncheon event entitled "Creating Equitable and Accessible Transportation Systems."

- Facilitated a national webinar entitled “Reasonable Accommodations: ADA at The Workplace,” for the COMTO national membership.

♦ Workforce

- Enhanced disability and sensitivity awareness by Introducing a disability and sensitivity awareness training program. These interactive training courses cover the Americans with Disabilities Act (ADA), etiquette, human diversity, and inclusion practices for CapMetro staff.

FY2024 Planned Initiatives

♦ Customer

- Continue with the deployment of CapMetro's agency-wide Accessible Information and Communication Technology (ICT) Policy.
- Continue with improving accessibility compliance through our self-evaluation and ADA transition plan.
- Continue with the enhancement and deployment of wayfinding technologies.

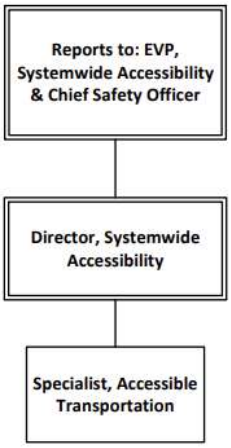
♦ Community

- Continue to serve as a technical resource to groups and organizations on community transportation needs and accessible transportation by serving on city commissions, boards, and other convening entities.
- Continue to manage CapMetro’s engagement and support of the Transit Empowerment Fund including marketing and communication opportunities, demonstration grant process, and addressing transportation needs of low-income and individuals who are unhoused.

♦ Workforce

- Continue to develop accessible document training for staff.

Systemwide Accessibility Department Organizational Chart



Budget Changes

Labor and Benefits
Increase of $18,871 due to job reclassifications and the approved performance-based pay increases and an across-the-board one-time market pay increase.

Other Expenses
Increase of $9,910 driven by an increase of $35,004 in Other Professional Fees offset by a reduction of $25,004 in Consultation Fees.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$94,699	$186,247	$186,247	$203,296	$17,049	9.2 %
FICA-Admin	8,383	13,732	13,732	15,553	1,821	13.3 %
State Unemployment-Admin	253	359	359	360	1	0.3 %
Sick Leave-Admin	14,000	—	—	—	—	N/A
Holiday Leave-Admin	6,892	—	—	—	—	N/A
Vacation Leave-Admin	35,103	—	—	—	—	N/A
Other Paid Leave-Admin	6,246	—	—	—	—	N/A
TOTAL LABOR & BENEFITS	**165,576**	**200,338**	**200,338**	**219,209**	**18,871**	**9.4 %**
OTHER EXPENSES						
Consultation Fees	9,625	425,000	207,891	399,996	(25,004)	(5.9)%
Other Professional Fees	5,000	15,000	10,000	50,004	35,004	233.4 %
Dues and Subscriptions	—	1,200	1,200	1,200	—	—
Airfare-Transportation	—	500	500	1,200	700	140.0 %
Travel-Per Diem	—	240	240	800	560	233.3 %
Seminar, Conferences, Registration	—	850	850	2,700	1,850	217.6 %
Lodging	—	1,100	1,100	3,900	2,800	254.5 %
Advertising-Promotion Media	—	12,000	5,000	6,000	(6,000)	(50.0)%
TOTAL OTHER EXPENSES	**14,625**	**455,890**	**226,781**	**465,800**	**9,910**	**2.2 %**
TOTAL OPERATING EXPENSES	**$180,201**	**$656,228**	**$427,119**	**$685,009**	**$28,781**	**(10.0)%**

Transit Police

Functions and Responsibilities

The mission of CapMetro Transit Police is to maintain a safe and peaceful environment for CapMetro transit customers and employees and to ensure the security of property while treating all persons with dignity and respect.

FY2023 Accomplishments

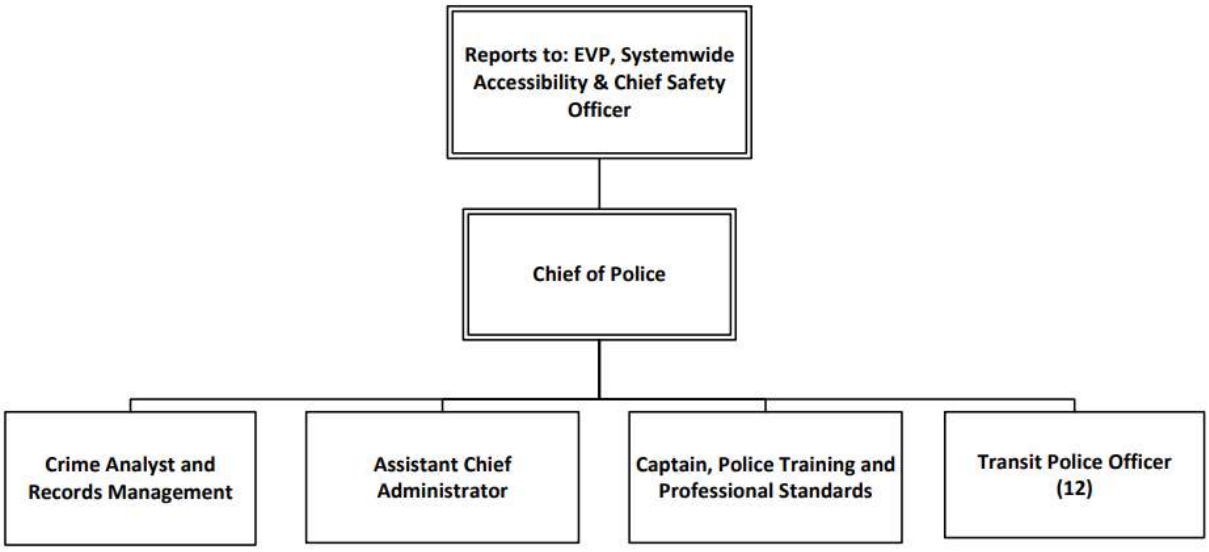
- Customer
  - Established design concept for upcoming Police Facility located at 8200 Cameron Rd.
  - Worked with the Marketing and Communications department to assist with the development of a branding and marketing strategy for the new Transit Police department.
  - Established relationships with multiple police agencies in the Austin Region to aid in the creation and support of the new Transit Police department.
- Community
  - Participated alongside the Public Safety Ambassadors group and the Intervention Specialists in the CapMetro bus-guided tour for the Public Safety Advisory Committee (PSAC) and the Customer Service Advisory Community (CSAC). Provided in-depth information on current activities taking place at specific transit stops and centers and the role of the new transit police department to address issues of safety and criminal activity.
  - Worked to establish guidelines and communication networks with the city of Austin Communications Department to gain access to the Combined Transportation Emergency & Communications Center (CTECC).
- Workforce
  - Hired key staff to assist in the administrative duties for the establishment of the new Transit Police department.
  - Worked with the People and Culture department to establish background and hiring guidelines for the new Transit Police department staff.
- Organizational Effectiveness
  - Completed drafts of future policies and procedures for the new Transit Police department.

FY2024 Planned Initiatives

- Customer
  - Work with Texas Commission on Law Enforcement (TCOLE) staff to obtain police legitimacy for the continued safety of CapMetro employees and customers.
  - Develop a marketing strategy to help attract dedicated staff who are “customer first” and people-oriented professionals with the ability to learn the goals and priorities of the new Transit Police department.

- Community
  - Provide updates to community members and dedicated CapMetro committees. Encourage and receive feedback that will aid in enhancing the mission of CapMetro and the Transit Police department.
- Workforce
  - Continue hiring key police staff.
  - Outline job duties for incoming staff to include the development of each police division.
- Organizational Effectiveness
  - Work with the Facilities Team and consultants necessary for the completion of the building that will house both Public Safety and Emergency Management and the Transit Police.
  - Develop policies and procedures that will enhance the overall effectiveness of police operations.
  - Work with the Combined Transportation Emergency & Communications Center (CTECC) and the Greater Austin/Travis Regional Radio System (GATTRS) to establish interlocal agreements and partnerships for the dispatch and radio and communications functions that will support the operations of the new Transit Police department.

Transit Police Department Organizational Chart



Budget Changes

Labor and Benefits
This amount of $867,823 is largely driven by standards in Texas for hiring 15 sworn police personnel.

Other Expenses
These amounts totalling $110,800 were set by a professional costing analysis to meet Texas Commission of Law Enforcement (TCOLE) standards for a proper Police Department and staff.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Salaries & Wages-Admin	$ —	$ —	$ —	$781,386	$781,386	N/A
FICA-Admin	—	—	—	58,354	58,354	N/A
State Unemployment-Admin	—	—	—	2,883	2,883	N/A
Uniform Allowance-Admin	—	—	—	25,200	25,200	N/A
TOTAL LABOR & BENEFITS	**—**	**—**	**—**	**867,823**	**867,823**	**N/A**
OTHER EXPENSES						
Other Services	—	—	—	2,000	2,000	N/A
Office Supplies	—	—	—	500	500	N/A
Other Supplies	—	—	—	75,000	75,000	N/A
Non Capital Equipment and Furniture	—	—	—	10,000	10,000	N/A
Dues and Subscriptions	—	—	—	3,400	3,400	N/A
Airfare-Transportation	—	—	—	4,200	4,200	N/A
Travel-Per Diem	—	—	—	3,800	3,800	N/A
Seminar, Conferences, Registration	—	—	—	5,100	5,100	N/A
Lodging	—	—	—	4,800	4,800	N/A
Food and Ice	—	—	—	2,000	2,000	N/A
TOTAL OTHER EXPENSES	**—**	**—**	**—**	**110,800**	**110,800**	**N/A**
TOTAL OPERATING EXPENSES	**$ —**	**$ —**	**$ —**	**$978,623**	**$978,623**	**N/A**

Wellness and Fitness Centers

Functions and Responsibilities

The Wellness and Fitness Center department's mission is to partner with our employees and contractors to improve and maintain healthy long-term lifestyle habits and create a healthier, safer workforce that fulfills CapMetro's mission. The department's primary responsibilities are to develop innovative health programs, create opportunities to change behaviors and develop healthy habits, reduce costs and improve morale, coordinate wellness initiatives and manage CapMetro's fitness centers.

FY2023 Accomplishments

- Workforce
  - Conducted 20 educational sessions focused on the seven dimensions of wellbeing – Physical, Emotional, Intellectual, Social, Environmental and Occupational.
  - Coordinated Employee Emergency Fund grants following the 2022 winter storm.
  - Delivered a new internal presence on our Central webpage with the Wellness calendar of events, 7D resources, recipes, and more.
- Organizational Effectiveness
  - Revamped the Drug & Alcohol Program and updated policies, procedures, and the random selection pool eligibility.
  - Conducted two sessions of Reasonable Suspicion Training for approximately 40 total supervisors and managers.
  - Successfully participated in FTA and FRA Audits of the Drug and Alcohol Program.
  - Developed Standard Operating Procedures for Contractor Drug & Alcohol Program Audits.

FY2024 Planned Initiatives

- Workforce
  - Enhance health and fitness resources for bus and rail operators to utilize in the field or at home. Emphasis on exercises and stretches to reduce injury and improve safety.
  - Enhance tobacco cessation program.
  - Exploratory review and testing of a Wellness app as another method of encouraging participation in wellness activities.
  - Continued educational sessions focused on the seven dimensions of wellbeing.
- Community
  - Maintain shoe recycling program as a resource to assist disadvantaged community members.
  - Sponsor various enhanced wellness activities, such as blood drives, benefit fair, and community competitive events such as Bike Night, Turkey Trot, 5k, and 10k runs.

Budget Changes

Labor and Benefits
Decrease of $23,500 Wellness Center Expense related to anticipated reduced usage associated with a portion of CapMetro employees working remotely.

Other Expenses
Decrease of $1,075,941 due to decreases in Other Professional Fees of $1,028,196, Office Supplies $40,000 and Other Supplies of $23,000. These reductions are related to the canceled wellness and health center project.

	FY2022 ACTUAL	FY2023 BUDGET	FY2023 FORECAST	FY2024 BUDGET	Var $ FY2024 vs. FY2023	Var % FY2024 vs. FY2023
LABOR & BENEFITS						
Wellness Center Exp	$18,299	$46,800	$41,186	$23,300	$(23,500)	(50.2)%
TOTAL LABOR & BENEFITS	**18,299**	**46,800**	**41,186**	**23,300**	**(23,500)**	**(50.2)%**
OTHER EXPENSES						
Other Professional Fees	263,956	1,358,256	230,000	330,060	(1,028,196)	(75.7)%
Other Services	12,813	15,280	15,280	21,960	6,680	43.7 %
Office Supplies	384	41,250	1,250	1,250	(40,000)	(97.0)%
Other Supplies	38,738	31,400	31,400	8,400	(23,000)	(73.2)%
Dues and Subscriptions	—	150	150	1,150	1,000	666.7 %
Postage	—	75	—	150	75	100.0 %
Other Miscellaneous Expenses	405	—	—	—	—	N/A
Recognition Program	2,181	27,500	27,500	35,000	7,500	27.3 %
TOTAL OTHER EXPENSES	**318,477**	**1,473,911**	**305,580**	**397,970**	**(1,075,941)**	**(73.0)%**
TOTAL OPERATING EXPENSES	**$336,776**	**$1,520,711**	**$346,766**	**$421,270**	**$(1,099,441)**	**(72.3)%**

7 Glossary



CapMetro

AAC: Access Advisory Committee

ADA: Americans with Disabilities Act – Federal legislation enacted to provide guidelines for assuring access to persons with disabilities.

Amp: A new fare card that introduces fare capping. Amp allows riders to pay for Local and Commuter fares. Instead of buying passes ahead of time, customers can now load money to their Amp card and "pay-as-they-go". When they've paid the equivalent cost of a day or monthly pass--customers can then ride free the rest of the service day or calendar month.

American Public Transportation Association (APTA): Membership organization whose stated mission is to strengthen and improve public transportation and serves and leads its diverse membership through advocacy, innovation and information sharing.

ATP: Austin Transit Partnership, the joint-venture local government corporation between CapMetro and the city of Austin that will oversee implementation of Project Connect.

AVT: Alternate Vehicle Technology

Boardings: Number of passengers utilizing transit service, measured on entrance of vehicle.

Build Central Texas was created in 1994 to support the transportation infrastructure for the Austin metropolitan area. This is an ongoing program with seven elements: 1) street maintenance, 2) emergency street repair, 3) transit corridor improvements, 4) pedestrian and bicycle safety/access, 5) sidewalks, 6) transit centers and 7) transit capital improvements.

CAMPO: Capital Area Metropolitan Planning Organization

CapMetro Access: Paratransit services (parallel to fixed-route services) provided to customers with disabilities, established in accordance with the ADA.

CapMetro Rapid: A fixed-route service that brings together a set of unique features to result in faster, more convenient service for the community. Some of the features of this service include limited stops, boarding from all doors, unique and upgraded stations with real-time departure information and vehicles equipped with signal priority technology.

Cap Remap: Largest service change in CapMetro's history implemented in June 2018. Cap Remap makes buses more frequent, more reliable and better connected.

Capital Budget: The portion of the budget that provides for funding of improvement projects, other projects and major equipment purchases. Generally, a capital item has a cost in excess of $5,000 and a useful life in excess of 1 year.

Capital Expenditure: Expenditures made to purchase capital assets or increase the efficiency, capacity, useful life or economy of an existing asset.

CARTS: Capital Area Rural Transportation System

CEO: Chief Executive Officer

CFO: Chief Financial Officer

CFR: Code of Federal Regulations

CIP: Capital Improvement Plan

Commuter Rail: Railway for urban passenger train service consisting of local short-distance travel operating between a central city and adjacent suburbs.

COOP: Continuity of Operations

CSAC: Customer Satisfaction Advisory Committee

CTRMA: Central Texas Regional Mobility Authority

DBE: Disadvantaged Business Enterprise

Demand Response: Service that is provided on an “as needed” basis.

Diesel Multiple Unit (DMU): Multiple-unit train (or “railcar”) powered by onboard diesel engines. A DMU requires no separate locomotive, as the engines are incorporated into one or more of the carriages.

DMS: Dynamic Message Signs

EVP: Executive Vice President

Fare Recovery: Fare revenue divided by operating expenses.

FAST Act: Fixing America’s Surface Transportation Act

FEMA: Federal Emergency Management Agency

Fiscal Year: A 12-month period for which an organization plans the use of its funds, which does not necessarily correspond to a calendar year. The fiscal year adopted by CapMetro is from October 1 through September 30.

Fixed-Route Bus: Local bus service including rail connectors.

FRA: Federal Railroad Administration

FTA: Federal Transit Administration—The agency of the federal government within the U.S. Department of Transportation that is responsible for providing, administering and monitoring funds to transit agencies.

FTE: Full-Time Equivalent

Full-Time Equivalent Position (FTE): A position converted to the decimal equivalent of a full-time position based on 2,080 hours per year.

Fund Balance: Fund Balance is the cash on hand used to pay monthly operating costs, such as salaries, staff health costs, fuel, supplies, utilities and other expenses.

FY: Fiscal year

GAAP: Generally accepted accounting principles, conventions, rules and procedures necessary to describe accepted accounting practices at a particular time.

Grant: Revenue from another government body or organization, usually in support of a specific program or function.

IFB: Invitation for bids

ILA: An Interlocal agreement is used when a district is performing for or receiving a service from a local governmental entity. These agreements are pursuant to the Interlocal Cooperation Contracts Act, Chapter 791 of the Texas Government Code.

IVR: Interactive voice response is a telephony technology that can read a combination of touch-tone and voice input. It gives users the ability to access a database of information via phone. A typical IVR system has several menus of prerecorded options that the caller can choose from. These menu choices allow the caller to access the appropriate information in the database such as trip reservations, confirmations and cancellations.

LGC: Local government corporation

LRFP: The long-range financial plan is a 10-year plan that forecasts the financial resources and projected expenditures based on planned levels of service and strategic goals.

LEED Credential: denotes proficiency in today's sustainable design, construction and operations standards set by the U.S. Green Building Council.

MetroBike: A bicycle-sharing system providing a first and last mile transportation solution with strong ties to both equity and sustainability.

MetroFlyer: Bus service that operates in the suburban neighborhoods bringing commuters to the downtown area.

Metro RideShare: A service in which vehicles are provided for a group of people who live and work near each other.

Obligation: Funds that have been obligated to a specific purpose but have not been spent.

On-Time Performance (Fixed-route): On-time performance is no more than 0 seconds early and no more than 5 minutes late.

On-Time Performance (Paratransit): On-time performance is a vehicle's arrival within the 30-minute ready window negotiated with the registered paratransit customer at time of booking.

Operating Budget: The portion of the budget that provides for the day-to-day operation of CapMetro.

OCC: Operations Control Center

OSHA: The Occupational Safety and Health Act of 1970 created the Occupational Safety and Health Administration (OSHA) to ensure safe and healthful working conditions for workers by setting and enforcing standards and providing training, outreach, education and assistance.

OTP: On-time performance

Paratransit Services: Transportation services (parallel to fixed-route services) provided to riders with disabilities established in accordance with ADA.

Park & Ride: A transport system in which drivers leave their cars in a place and travel by train or bus.

Passenger Revenue: Revenue earned through fares charged directly to passengers for transit services.

Pathway Assessment: Program in place to assess customer pathways throughout the region with the goal of eliminating barriers to accessing the fixed-route bus system. The focus is on highly functional paratransit-eligible customers who must use paratransit services due to architectural or other barriers that prevent them from riding fixed-route services.

Pickup Service: On-demand transit service which provides riders point-to-point service in designated service zones.

Placemaking: The planning, design and management of public spaces with regard to the communities that will inhabit them.

Project Connect: A transformational expansion of the region's public transit system, designed to improve access to essential jobs, health care and education. Established as a separate organization, the Austin Transit Partnership (ATP) will guide the Project Connect investment with transparency and accountability throughout the program.

PPE: Personal Protective Equipment is equipment worn to minimize exposure to hazards that cause serious workplace injuries and illnesses. Personal protective equipment may include items such as gloves, safety glasses and shoes, earplugs or muffs, hard hats, respirators, or coveralls, vests and full bodysuits.

PSAC: Public Safety Advisory Committee.

PTC: Positive train control is an advanced system designed to automatically stop a train before certain accidents occur. In particular, PTC is designed to prevent train-to-train collisions, derailments caused by excessive train speed and train movements through misaligned track switches.

Revenue Miles: The number of miles that the buses are available to the public and there is a reasonable expectation of carrying riders.

Revenue Passengers: Transit riders who enter the system through the payment of a fare as distinguished from those who enter using an employee or complimentary pass.

Revenue Service: Transit service run for the purpose of generating revenue, with a route beginning and endpoint, distinguished from trips run for maintenance purposes or trips that carry riders without charge.

RFP: Request for proposals

RFQ: Request for quotes

Ridership: The total number of boardings, also called "Unlinked Passenger Trips." May be based on farebox counts, driver counts or estimates.

Safety Blitzes: Safety Blitzes are events where a curriculum, signage or an obstacle course, is built around trending safety topics, or concepts to make the community aware of, and how to prevent the hazard.

Sales Tax: Sales tax revenue is accrued monthly based on information provided by the Texas Comptroller of Public Accounts.

Seconded: The assignment of a member of one organization to another organization for a temporary period.

Service Area: All of Austin and several surrounding areas within Travis County and Williamson County extending more than 500 square miles.

SMS: Safety management system is a comprehensive management system designed to manage safety elements in the workplace. It includes policy, objectives, plans, procedures, organization, responsibilities and other measures.

Special Events: Transit service provided to support events occurring in the city.

Subscription Service: A standing paratransit trip reservation for a ride occurring at least once a week from the same origin to the same destination at the same time.

TDP: Transit development plan

TOD: Transit-oriented development

Transit Empowerment Fund: This program provides transit passes at a discount for social service agencies to distribute as needed to their clients.

Transit Hub: Combines multiple bus stops in one area to improve the efficiency and speed of movement of buses. These small hubs also have the technology needed to provide real-time information.

Transit Operations: Authority functions directly or indirectly related to the provision of transportation service.

TTI: Texas A&M's Texas Transportation Institute

TVM: Ticket vending machine system that encompasses 1) the physical devices at various rail/bus stops where a customer can purchase a ticket/pass and 2) a central computer with software that communicates to the various machines in the field.

TxDOT: Texas Department of Transportation

UHC: United Healthcare

USDOT: U.S. Department of Transportation

UT Shuttle: The bus service provided to connect students, faculty and staff with the University of Texas campus.

UZA: Urbanized areas

VP: Vice President

Vehicle Hours: The total number of hours that the buses are in service, including both revenue and deadhead hours.

Vehicle Miles: The total number of miles traveled while the buses are in service. This includes both revenue and deadhead miles.

Zero-based Budgeting: A method of budgeting in which all expenditures must be justified each new budget period, as opposed to only explaining the amounts requested in excess of the previous period's funding.

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Project Name	FY2024 Budget	FY2025 Planned	FY2026 Planned	FY2027 Planned	FY2028 Planned	TOTAL	Page
Facilities and Real Estate							
Facility Enhancements - PAM	36,511,663	50,880,000	58,000,000	17,859,639	344,874	163,596,176	227
Facility Enhancements Grants and Capital Contributions	-	(3,900,000)	(8,500,000)	(7,600,000)	-	(20,000,000)	227
Facility State of Good Repair	643,750	1,027,200	976,000	607,290	1,399,629	4,653,869	228
Facilities and Real Estate Net Total	**37,155,413**	**48,007,200**	**50,476,000**	**10,866,929**	**1,744,503**	**148,250,045**	
Information Technology Systems and Infrastructure							
Information Technology - Enterprise Systems	5,131,041	3,757,641	2,012,997	1,986,196	2,223,216	15,111,091	229
Information Technology - Infrastructure	4,325,000	2,850,000	3,452,500	750,000	187,500	11,565,000	230
Information Technology - Transit Systems	5,859,600	8,724,666	9,208,780	8,019,383	6,200,000	38,012,429	231
Information Technology Systems and Infrastructure Net Total	**15,315,641**	**15,332,307**	**14,674,277**	**10,755,579**	**8,610,716**	**64,688,520**	
Infrastructure Development							
Bus Stop Amenities and Enhancements	9,961,201	5,736,382	5,503,557	3,787,565	3,320,000	28,308,705	232
Bus Stops - New	1,131,074	250,000	-	-	-	1,381,074	233
Downtown Station	1,360,625	-	-	-	-	1,360,625	234
Facility Enhancements	43,000,000	19,902,013	1,000,000	1,000,000	1,000,000	65,902,013	235
Facility Enhancements Grants and Capital Contributions	(4,169,920)	-	-	-	-	(4,169,920)	235
Infrastructure Enhancements	501,325	100,000	100,000	100,000	100,000	901,325	236
Infrastructure Enhancements Grants and Capital Contributions	(2,414,744)	-	-	-	-	(2,414,744)	236
Infrastructure Development Net Total	**49,369,561**	**25,988,395**	**6,603,557**	**4,887,565**	**4,420,000**	**91,269,078**	
Railroad Commuter							
Railroad Commuter Enhancements	31,430,687	8,700,000	15,700,000	7,370,000	-	63,200,687	237
Railroad Commuter Enhancements Grants and Capital Contributions	-	(1,965,380)	(3,355,800)	(7,270,900)	(5,407,920)	(18,000,000)	237
Railroad Commuter State of Good Repair	6,600,000	2,000,000	2,150,000	2,000,000	2,000,000	14,750,000	238
Railroad Commuter State of Good Repair Grants and Capital Contributions	(2,420,635)	(4,605,871)	(4,605,871)	(4,605,871)	(4,605,871)	(20,844,119)	238
Railroad Commuter Net Total	**35,610,052**	**4,128,749**	**9,888,329**	**(2,506,771)**	**(8,013,791)**	**39,106,568**	

Project Name	FY2024 Budget	FY2025 Planned	FY2026 Planned	FY2027 Planned	FY2028 Planned	TOTAL	Page
Railroad Freight							
Railroad Freight State of Good Repair	5,314,644	45,000	45,000	45,000	45,000	5,494,644	239
Railroad Freight State of Good Repair Grants and Capital Contributions	(578,892)	-	-	-	-	(578,892)	239
Railroad Freight Net Total	**4,735,752**	**45,000**	**45,000**	**45,000**	**45,000**	**4,915,752**	
Public Safety and Emergency Management							
Public Safety and Emergency Management Equipment and Enhancements	2,001,133	1,707,500	3,575,000	2,424,835	2,241,650	11,950,118	240
Public Safety and Emergency Management Net Total	**2,001,133**	**1,707,500**	**3,575,000**	**2,424,835**	**2,241,650**	**11,950,118**	
Project Connect							
Project Connect	183,870,969	56,280,718	86,647,953	94,027,977	53,950,000	474,777,617	241
Project Connect Grants and Capital Contributions	(183,870,969)	(56,280,718)	(86,647,953)	(94,027,977)	(53,950,000)	(474,777,617)	241
Project Connect Net Total	**-**	**-**	**-**	**-**	**-**	**-**	
Vehicles							
Bus Fleet	51,111,000	-	99,551,765	41,383,229	23,652,000	215,697,994	242
Bus Fleet Grants and Capital Contributions	(17,209,899)	(2,763,649)	(2,763,649)	(2,763,649)	(2,763,649)	(28,264,495)	242
Non-Revenue Fleet	5,730,000	755,000	1,010,000	555,000	970,000	9,020,000	243
Paratransit Fleet	11,467,000	5,795,000	6,760,000	7,098,000	7,267,000	38,387,000	244
Paratransit Fleet Grants and Capital Contributions	-	(3,300,000)	-	-	-	(3,300,000)	244
Vehicles Net Total	**51,098,101**	**486,351**	**104,558,116**	**46,272,580**	**29,125,351**	**231,540,499**	
Capital Project Contingency	5,000,000	2,000,000	2,000,000	2,000,000	2,000,000	13,000,000	245
Grand Total Capital Spending	**$410,950,712**	**$170,511,120**	**$297,693,552**	**$191,014,114**	**$106,900,869**	**$1,177,070,367**	
Grand Total Grants and Capital Contributions	**$(210,665,059)**	**$(72,815,618)**	**$(105,873,273)**	**$(116,268,397)**	**$(66,727,440)**	**$(572,349,787)**	
Grand Total Capital Spending Net of Grants and Capital Contributions	**$200,285,653**	**$ 97,695,502**	**$191,820,279**	**$ 74,745,717**	**$ 40,173,429**	**$604,720,580**	

	FY2024 - FY2028 Capital Improvement Plan					
	FY2024	FY2025	FY2026	FY2027	FY2028	**Total**
Spending Categories						
Other	410,950,712	170,511,120	297,693,552	191,014,114	106,900,869	1,177,070,367
Total	410,950,712	170,511,120	297,693,552	191,014,114	106,900,869	1,177,070,367
Funding Sources						
Local Funds	200,285,653	97,695,502	191,820,279	74,745,717	40,173,429	604,720,580
Grants	77,398,346	16,534,900	19,225,320	22,240,420	12,777,440	148,176,426
Other Capital Contributions	133,266,713	56,280,718	86,647,953	94,027,977	53,950,000	424,173,361
Total	410,950,712	170,511,120	297,693,552	191,014,114	106,900,869	1,177,070,367

Project Name Facility Enhancements

Project Type Facilities and Real Estate

Project Description

This project category includes completion of a new temporary police station, initial build-out of the new headquarters, extension of the 9315 rail O&M facility south for covered storage, improvements to the new bus, demand response, and MetroBike interim site, numerous energy conservation measures, a new 9315 building enterprise management system, 9315 submetering installs, irrigation system upgrades, and several other key projects that will support the enhancements of CapMetro's existing and new facilities.

	FY2024 - FY2028 Capital Improvement Plan					
	FY2024	FY2025	FY2026	FY2027	FY2028	**Total**
Spending Categories						
Other	36,511,663	50,880,000	58,000,000	17,859,639	344,874	163,596,176
Total	36,511,663	50,880,000	58,000,000	17,859,639	344,874	163,596,176
Funding Sources						
Local Funds	36,511,663	46,980,000	49,500,000	10,259,639	344,874	143,596,176
Grants	-	3,900,000	8,500,000	7,600,000	-	20,000,000
Total	36,511,663	50,880,000	58,000,000	17,859,639	344,874	163,596,176

Estimated Operating Cost Impact

Overall operating costs will increase due to the addition of new spaces such as the warehouse and the Transit Police department. The cost per square foot will be lower since those new spaces will be more energy efficient.

Project Benefits

The temporary police station will improve overall public safety. A new headquarters will begin to consolidate corporate admin folks in a single building to reduce overall opex costs and improve synergy. A new MetroBike maintenance facility will mitigate current facility issues and allow growth needed to support the MetroBike vision. Energy conservation measures will reduce operating costs while making CapMetro more sustainable. Increasing storage at the rail facility will free up maintenance bays. Other enhancements will support CapMetro's growth, improve safety, and increase facility reliability and resiliency. A new, owned facility for the Transit Store will reduce operating expenses versus a leased site.

Strategic Priority and Objective

These projects support the following strategic priorities and objectives: Customer: Provide a convenient, desirable, and accessible option for mobility in the region and its various communities. Organizational Effectiveness: Deliver responsibly and sustainably on the mission.

Project Name Facility State of Good Repair

Project Type Facilities and Real Estate

Project Description
This project category includes state of good repairs for items such as air compressors, central and vehicle vacuums, clock systems, dust collector grinders, engine washers, exhaust hose reels, fluid hose reels, fuel dispensers, fuel system upgrades, handwash stations, HVAC systems, electrical equipment, kitchen equipment, lifts, lighting, pressure washers, reverse osmosis system, roofs, scrubbers, solvent reclaimers, underground storage tanks, uninterruptible power supplies, wastewater equipment, water softeners, and other facility assets.

	FY2024 - FY2028 Capital Improvement Plan					
	FY2024	FY2025	FY2026	FY2027	FY2028	**Total**
Spending Categories						
Other	643,750	1,027,200	976,000	607,290	1,399,629	4,653,869
Total	643,750	1,027,200	976,000	607,290	1,399,629	4,653,869
Funding Sources						
Local Funds	643,750	1,027,200	976,000	607,290	1,399,629	4,653,869
Grants	-	-	-	-	-	-
Total	643,750	1,027,200	976,000	607,290	1,399,629	4,653,869

Estimated Operating Cost Impact
No new operating costs are expected to be incurred as a result of these projects.

Project Benefits
Replacement of equipment at the end of its useful life maintains assets in a state of good repair, reduces reactive maintenance costs, and in some cases, increases operating efficiencies.

Strategic Priority and Objective
These projects support the following strategic priorities and objectives: Customer: Provide a convenient, desirable, and accessible option for mobility in the region and its various communities. Organizational Effectiveness: Deliver responsibly and sustainably on the mission.

Project Name Information Technology - Enterprise Systems

Project Type Information Technology Systems and Infrastructure

Project Description
This project category includes back office systems, web resources, data services and business intelligence.

	FY2024 - FY2028 Capital Improvement Plan					
	FY2024	FY2025	FY2026	FY2027	FY2028	**Total**
Spending Categories						
Other	5,131,041	3,757,641	2,012,997	1,986,196	2,223,216	15,111,091
Total	5,131,041	3,757,641	2,012,997	1,986,196	2,223,216	15,111,091
Funding Sources						
Local Funds	5,131,041	3,757,641	2,012,997	1,986,196	2,223,216	15,111,091
Grants	-	-	-	-	-	-
Total	5,131,041	3,757,641	2,012,997	1,986,196	2,223,216	15,111,091

Estimated Operating Cost Impact
Enterprise systems are expected to increase operating expenses by $1,185,000 per year as systems go live and enter into maintenance.

Project Benefits
System replacements and upgrades when technologies are at the end of their useful life maintain assets in a state of good repair, minimize service disruptions, reduce maintenance costs and improve the customer experience. New systems and system enhancements allow new functionality to support continuous improvement of systems and processes and improved customer experience.

Strategic Priority and Objective
These projects support strategic priorities and objectives: Customer: Provide a convenient, desirable, and accessible option for mobility in the region. Community: Demonstrate our value to a growing region by collaborating with partners and communities. Workforce: Invest in a productive and valued workforce. Organizational Effectiveness: Deliver responsibly and sustainably on the mission.

Project Name Information Technology - Infrastructure

Project Type Information Technology Systems and Infrastructure

Project Description

This project category includes security, network and infrastructure foundational components for technology delivery.

	FY2024 - FY2028 Capital Improvement Plan					
	FY2024	FY2025	FY2026	FY2027	FY2028	**Total**
Spending Categories						
Other	4,325,000	2,850,000	3,452,500	750,000	187,500	11,565,000
Total	4,325,000	2,850,000	3,452,500	750,000	187,500	11,565,000
Funding Sources						
Local Funds	4,325,000	2,850,000	3,452,500	750,000	187,500	11,565,000
Grants	-	-	-	-	-	-
Total	4,325,000	2,850,000	3,452,500	750,000	187,500	11,565,000

Estimated Operating Cost Impact

Infrastructure systems are expected to increase operating expenses by $375,000 per year as systems go live and enter into maintenance.

Project Benefits

New components, expansion, or upgrades of IT infrastructure or systems at the end of their useful life maintains assets in a state of good repair, enhance safety and cyber security protection, minimize interruption of critical IT resources, minimize maintenance costs and improve the customer experience.

Strategic Priority and Objective

These projects support strategic priorities and objectives: Customer: Provide a convenient, desirable, and accessible option for mobility in the region. Community: Demonstrate our value to a growing region by collaborating with partners and communities. Workforce: Invest in a productive and valued workforce. Organizational Effectiveness: Deliver responsibly and sustainably on the mission.

Project Name Information Technology - Transit Systems

Project Type Information Technology Systems and Infrastructure

Project Description
This project category includes customer experience, technology for rider experience and operational service delivery systems.

	FY2024 - FY2028 Capital Improvement Plan					
	FY2024	FY2025	FY2026	FY2027	FY2028	**Total**
Spending Categories						
Other	5,859,600	8,724,666	9,208,780	8,019,383	6,200,000	38,012,429
Total	5,859,600	8,724,666	9,208,780	8,019,383	6,200,000	38,012,429
Funding Sources						
Local Funds	5,859,600	8,724,666	9,208,780	8,019,383	6,200,000	38,012,429
Grants	-	-	-	-	-	-
Total	5,859,600	8,724,666	9,208,780	8,019,383	6,200,000	38,012,429

Estimated Operating Cost Impact
Transit systems are expected to increase operating expenses by $1,545,900 per year as systems go live and enter into maintenance.

Project Benefits
System replacements and upgrades when technologies are at the end of their useful life maintain assets in a state of good repair, minimize service disruptions, reduce maintenance costs and improve the customer experience. New systems and system enhancements allow for new functionality that will enhance safety and improve the efficiency and quality of delivering services as well as provide customers with healthier tools to improve their riding experience.

Strategic Priority and Objective
These projects support strategic priorities and objectives: Customer: Provide a convenient, desirable, and accessible option for mobility in the region. Community: Demonstrate our value to a growing region by collaborating with partners and communities. Workforce: Invest in a productive and valued workforce. Organizational Effectiveness: Deliver responsibly and sustainably on the mission.

Project Name Bus Stop Amenities and Enhancements

Project Type Infrastructure Development

Project Description
This project category is for bus stop infrastructure improvements including, shelters, shelter improvements, free-standing shade structures, signage, Corridor Program Office & CapMetro bus stop coordination facility, Lakeline station east side platform design and construction, rebranding of CapMetro Rapid and local shelters, Park & Ride ePaper signage and CapMetro Rapid stations relocation.

	FY2024 - FY2028 Capital Improvement Plan					
	FY2024	FY2025	FY2026	FY2027	FY2028	**Total**
Spending Categories						
Other	9,961,201	5,736,382	5,503,557	3,787,565	3,320,000	28,308,705
Total	9,961,201	5,736,382	5,503,557	3,787,565	3,320,000	28,308,705
Funding Sources						
Local Funds	9,961,201	5,736,382	5,503,557	3,787,565	3,320,000	28,308,705
Grants	-	-	-	-	-	-
Total	9,961,201	5,736,382	5,503,557	3,787,565	3,320,000	28,308,705

Estimated Operating Cost Impact
There are no new operating costs associated with these projects.

Project Benefits

These projects will improve the transit experience by providing facilities that meet riders' needs. New funding is included for bus stop infrastructure improvements and Dean Keaton CapMetro Rapid station relocation.

Strategic Priority and Objective
These projects support strategic priorities and objectives: Customer: Provide a convenient, desirable, and accessible option for mobility in the region and its various communities. Community: Demonstrate our value to a growing region by collaborating with partners and communities. Organizational Effectiveness: Deliver responsibly and sustainably on the mission.

Project Name Bus Stops - New

Project Type Infrastructure Development

Project Description

This project category includes small-scale transit hubs, bus stops near the MLS soccer stadium and functional street furniture.

	FY2024 - FY2028 Capital Improvement Plan					
	FY2024	FY2025	FY2026	FY2027	FY2028	**Total**
Spending Categories						
Other	1,131,074	250,000	-	-	-	1,381,074
Total	1,131,074	250,000	-	-	-	1,381,074
Funding Sources						
Local Funds	1,131,074	250,000	-	-	-	1,381,074
Grants	-	-	-	-	-	-
Total	1,131,074	250,000	-	-	-	1,381,074

Estimated Operating Cost Impact
There are no new operating costs associated with these projects.

Project Benefits

The construction of new CapMetro Rapid stations at MLS soccer stadium and small-scale transit hubs will provide increased access to public transit and increased ridership.

Strategic Priority and Objective

These projects support strategic priorities and objectives: Customer: Provide a convenient, desirable, and accessible option for mobility in the region and its various communities. Community: Demonstrate our value to a growing region by collaborating with partners and communities. Organizational Effectiveness: Deliver responsibly and sustainably on the mission.

Project Name Downtown Station

Project Type Infrastructure Development

Project Description
This project category is for integration of new pedestrian crossings with signal preemption at 4th & Sabine, integration of existing railroad gates and signals at 4th and Sabine, and supply. This also includes signal preemption at IH-35 and 4th Street and integration with the traffic signals on service road of IH-35.

	FY2024 - FY2028 Capital Improvement Plan					
	FY2024	FY2025	FY2026	FY2027	FY2028	**Total**
Spending Categories						
Other	1,360,625	-	-	-	-	1,360,625
Total	1,360,625	-	-	-	-	1,360,625
Funding Sources						
Local Funds	1,360,625	-	-	-	-	1,360,625
Grants	-	-	-	-	-	-
Total	1,360,625	-	-	-	-	1,360,625

Estimated Operating Cost Impact
There are no new operating costs associated with these projects.

Project Benefits
These projects will provide pedestrian and bike safety enhancements in the Downtown Station area. The auxiliary power cords will allow the DMUs to be powered off during extended layovers which will comply with environmental concerns and for relationships with adjacent properties.

Strategic Priority and Objective
These projects support strategic priorities and objectives: Customer: Provide a convenient, desirable, and accessible option for mobility in the region and its various communities. Community: Demonstrate our value to a growing region by collaborating with partners and communities. Organizational Effectiveness: Deliver responsibly and sustainably on the mission.

Project Name Facility Enhancements **Project Type** Infrastructure Development

Project Description

This project category includes bus electrification infrastructure; final design of the new north base demand response facility; upgrades at north operations rail maintenance shop; design, permitting, and build-out of the new Tillery headquarters; ongoing improvements to 2910 East 5th Street administrative facility; placing charging equipment at the Menchaca Road Park & Ride facility; upgrades and improvements to various existing CapMetro facilities or leased facility for other operations, maintenance, safety/security, and administrative functions.

	FY2024 - FY2028 Capital Improvement Plan					
	FY2024	FY2025	FY2026	FY2027	FY2028	**Total**
Spending Categories						
Other	43,000,000	19,902,013	1,000,000	1,000,000	1,000,000	65,902,013
Total	43,000,000	19,902,013	1,000,000	1,000,000	1,000,000	65,902,013
Funding Sources						
Local Funds	38,830,080	19,902,013	1,000,000	1,000,000	1,000,000	61,732,093
Grants	4,169,920	-	-	-	-	4,169,920
Total	43,000,000	19,902,013	1,000,000	1,000,000	1,000,000	65,902,013

Estimated Operating Cost Impact

Operating costs associated with these projects will be confirmed upon further project development.

Project Benefits

These projects support improvements, upgrades, and expansions of new and existing operational and transit facilities to accommodate additional bus and rail infrastructure as well as more efficient utilization of administrative office space, and new headquarters space.

Strategic Priority and Objective

These projects support strategic priorities and objectives: Customer: Provide a convenient, desirable, and accessible option for mobility in the region and its various communities. Community: Demonstrate our value to a growing region by collaborating with partners and communities. Organizational Effectiveness: Deliver responsibly and sustainably on the mission.

Project Name Infrastructure Enhancements **Project Type** Infrastructure Development

Project Description

This project category includes Airport Lamar Red Line Grade Separation and MetroBike station expansion and replacement. FY2024 grant amount is from prior year Airport Lamar Red Line Grade Separation project.

	FY2024 - FY2028 Capital Improvement Plan					
	FY2024	FY2025	FY2026	FY2027	FY2028	**Total**
Spending Categories						
Other	501,325	100,000	100,000	100,000	100,000	901,325
Total	501,325	100,000	100,000	100,000	100,000	901,325
Funding Sources						
Local Funds	(1,913,419)	100,000	100,000	100,000	100,000	(1,513,419)
Grants	2,414,744	-	-	-	-	2,414,744
Total	501,325	100,000	100,000	100,000	100,000	901,325

Estimated Operating Cost Impact

There are no new operating costs associated with these projects.

Project Benefits

These projects support further design for grade separation for the Red Line and freight rail traffic at Airport and Lamar intersection, additional MetroBike e-assist bikes and stations.

Strategic Priority and Objective

These projects support strategic priorities and objectives: Customer: Provide a convenient, desirable, and accessible option for mobility in the region and its various communities. Community: Demonstrate our value to a growing region by collaborating with partners and communities. Organizational Effectiveness: Deliver responsibly and sustainably on the mission.

Project Name Railroad Commuter Enhancements **Project Type** Railroad Commuter

Project Description

This project category includes double track, drainage and signals at McKalla Red Line station, double track from Onion Street to East Timbes and Plaza Saltillo Station, Broadmoor Station, and PTC optimization.

	FY2024 - FY2028 Capital Improvement Plan					
	FY2024	FY2025	FY2026	FY2027	FY2028	**Total**
Spending Categories						
Other	31,430,687	8,700,000	15,700,000	7,370,000	-	63,200,687
Total	31,430,687	8,700,000	15,700,000	7,370,000	-	63,200,687
Funding Sources						
Local Funds	31,430,687	6,734,620	12,344,200	99,100	-	50,608,607
Grants	-	1,965,380	3,355,800	7,270,900	-	12,592,080
Other Capital Contributions	-	-	-	-	-	-
Total	31,430,687	8,700,000	15,700,000	7,370,000	-	63,200,687

Estimated Operating Cost Impact
No new operating costs are expected to be incurred as a result of these projects.

Project Benefits

CapMetroRail Red Line service capacity improvements will allow for service enhancements. Additional stations will improve the customer experience. System safety enhancements will protect rail infrastructure.

Strategic Priority and Objective

These projects support strategic priorities and objectives: Customer: Provide a convenient, desirable, and accessible option for mobility in the region and its various communities. Community: Demonstrate our value to a growing region by collaborating with partners and communities.

Project Name Railroad Commuter State of Good Repair **Project Type** Railroad Commuter

Project Description

This project category includes state of good repair work for bridges, tracks, rail grade crossings, track undercutting, grade crossing health monitoring, laptops for maintenance vehicles and crossing improvements.

	FY2024 - FY2028 Capital Improvement Plan					
	FY2024	FY2025	FY2026	FY2027	FY2028	**Total**
Spending Categories						
Other	6,600,000	2,000,000	2,150,000	2,000,000	2,000,000	14,750,000
Total	6,600,000	2,000,000	2,150,000	2,000,000	2,000,000	14,750,000
Funding Sources						
Local Funds	4,179,365	-	-	-	-	4,179,365
Grants	2,420,635	2,000,000	2,150,000	2,000,000	2,000,000	10,570,635
Other Capital Contributions	-	-	-	-	-	-
Total	6,600,000	2,000,000	2,150,000	2,000,000	2,000,000	14,750,000

Estimated Operating Cost Impact

No new operating costs are expected to be incurred as a result of these projects.

Project Benefits

This category of projects will assess the condition of rail infrastructure and assets. Maintenance and corrective action will be undertaken to maximize the useful life of the assets.

Strategic Priority and Objective

These projects support the following strategic priorities and objectives: Customer: Provide a convenient, desirable, and accessible option for mobility in the region and its various communities. Organizational Effectiveness: Deliver responsibly and sustainably on the mission.

Project Name Railroad Freight State of Good Repair **Project Type** Railroad Freight

Project Description
This project category includes bridge replacements and rehabilitations and crossing improvements.

	FY2024 - FY2028 Capital Improvement Plan					
	FY2024	FY2025	FY2026	FY2027	FY2028	**Total**
Spending Categories						
Other	5,314,644	45,000	45,000	45,000	45,000	5,494,644
Total	5,314,644	45,000	45,000	45,000	45,000	5,494,644
Funding Sources						
Local Funds	4,735,752	45,000	45,000	45,000	45,000	4,915,752
Grants	578,892	-	-	-	-	578,892
Other Capital Contributions	-	-	-	-	-	-
Total	5,314,644	45,000	45,000	45,000	45,000	5,494,644

Estimated Operating Cost Impact
No new operating costs are expected to be incurred as a result of these projects.

Project Benefits
Ongoing replacement and/or rehabilitation of infrastructure maintains assets in a state of good repair and helps minimize maintenance costs.

Strategic Priority and Objective
These projects support the following strategic priorities and objectives: Customer: Provide a convenient, desirable, and accessible option for mobility in the region and its various communities. Organizational Effectiveness: Deliver responsibly and sustainably on the mission.

Project Name Public Safety and Emergency Management Equipment and Enhancements **Project Type** Public Safety and Emergency Management

Project Description

This project category includes cameras, emergency management technology systems, video system integration software, rapid deployable video systems, access control system replacement, lobby check-in system and rail signal house security.

	FY2024 - FY2028 Capital Improvement Plan					
	FY2024	FY2025	FY2026	FY2027	FY2028	**Total**
Spending Categories						
Other	2,001,133	1,707,500	3,575,000	2,424,835	2,241,650	11,950,118
Total	2,001,133	1,707,500	3,575,000	2,424,835	2,241,650	11,950,118
Funding Sources						
Local Funds	2,001,133	1,707,500	3,575,000	2,424,835	2,241,650	11,950,118
Grants	-	-	-	-	-	-
Total	2,001,133	1,707,500	3,575,000	2,424,835	2,241,650	11,950,118

Estimated Operating Cost Impact

Public safety and emergency management equipment and enhancements are expected to increase operating expenses by $100,000 per year due to the increased maintenance costs directly related to the continued expansion of the video system, related hardware, and other public safety technology systems (access control, video, etc.).

Project Benefits

Video system expansion and upgrades will continue to have a positive impact on public safety for customers and employees by enhancing situational awareness at CapMetro facilities and on vehicles.

Strategic Priority and Objective

These projects support the following strategic priorities and objectives: Customer: Provide a convenient, desirable, and accessible option for mobility in the region and its various communities. Organizational Effectiveness: Deliver responsibly and sustainably on the mission.

Project Name Project Connect **Project Type** Project Connect

Project Description

This project category is for preliminary engineering and environmental clearance of the Orange and Blue Light Rail lines, 4 new CapMetro Rapid lines, McKalla-MLS Red Line Station, park and rides, end of line electric charging infrastructure and non-revenue vehicles. It includes consultants for the Orange and Blue lines, program manager owner representative and CapMetro costs. Program expense is funded by the Austin Transit Partnership, Small Starts Grant Program and a small contribution from the city of Austin.

	FY2024 - FY2028 Capital Improvement Plan					
	FY2024	FY2025	FY2026	FY2027	FY2028	**Total**
Spending Categories						
Other	183,870,969	56,280,718	86,647,953	94,027,977	53,950,000	474,777,617
Total	183,870,969	56,280,718	86,647,953	94,027,977	53,950,000	474,777,617
Funding Sources						
Local Funds	-	-	-	-	-	-
Grants	50,604,256	-	-	-	-	50,604,256
Other Capital Contributions	133,266,713	56,280,718	86,647,953	94,027,977	53,950,000	424,173,361
Total	183,870,969	56,280,718	86,647,953	94,027,977	53,950,000	474,777,617

Estimated Operating Cost Impact
Operating costs for Project Connect have been developed and will be included upon completion of each portion of the project as revenue operations begin.

Project Benefits

Project Connect is a program of capital infrastructure projects. These projects will expand Austin’s transit network to reach more communities and to grow capacity for public transportation by nearly threefold.

Strategic Priority and Objective

These projects support strategic priorities and objectives: Customer: Provide a convenient, desirable, and accessible option for mobility in the region and its various communities. Community: Demonstrate our value to a growing region by collaborating with partners and communities.

Project Name Bus Fleet **Project Type** Vehicles

Project Description
This project category includes replacements and additions of electric buses, commuter coaches and electric bus chargers.

	FY2024 - FY2028 Capital Improvement Plan					
	FY2024	FY2025	FY2026	FY2027	FY2028	**Total**
Spending Categories						
Other	51,111,000	-	99,551,765	41,383,229	23,652,000	215,697,994
Total	51,111,000	-	99,551,765	41,383,229	23,652,000	215,697,994
Funding Sources						
Local Funds	33,901,101	-	94,024,467	38,619,580	20,888,351	187,433,499
Grants	17,209,899	-	5,527,298	2,763,649	2,763,649	28,264,495
Total	51,111,000	-	99,551,765	41,383,229	23,652,000	215,697,994

Estimated Operating Cost Impact
Replacement vehicles do not result in additional operating costs incurred.

Project Benefits

Replacement of vehicles at the end of their useful life maintains assets in a state of good repair, minimizes maintenance costs and improves the customer experience.

Strategic Priority and Objective
These projects support strategic priority and objective: Organizational Effectiveness: Deliver responsibly and sustainably on the mission.

Project Name Non-Revenue Fleet **Project Type** Vehicles

Project Description
This project category includes replacements and additions of non-revenue vehicles.

	FY2024 - FY2028 Capital Improvement Plan					
	FY2024	FY2025	FY2026	FY2027	FY2028	**Total**
Spending Categories						
Other	5,730,000	755,000	1,010,000	555,000	970,000	9,020,000
Total	5,730,000	755,000	1,010,000	555,000	970,000	9,020,000
Funding Sources						
Local Funds	5,730,000	755,000	1,010,000	555,000	970,000	9,020,000
Grants	-	-	-	-	-	-
Total	5,730,000	755,000	1,010,000	555,000	970,000	9,020,000

Estimated Operating Cost Impact
No new operating costs are expected to be incurred as a result of these projects.

Project Benefits
Replacement of vehicles at the end of their useful lives maintains assets in a state of good repair and helps to minimize maintenance costs.

Strategic Priority and Objective
These projects support strategic priority and objective: Organizational Effectiveness: Deliver responsibly and sustainably on the mission.

Project Name Paratransit Fleet **Project Type** Vehicles

Project Description
This project category includes replacements and additions of demand-response vehicles.

	FY2024 - FY2028 Capital Improvement Plan					
	FY2024	FY2025	FY2026	FY2027	FY2028	**Total**
Spending Categories						
Other	11,467,000	5,795,000	6,760,000	7,098,000	7,267,000	38,387,000
Total	11,467,000	5,795,000	6,760,000	7,098,000	7,267,000	38,387,000
Funding Sources						
Local Funds	11,467,000	2,495,000	6,760,000	7,098,000	7,267,000	35,087,000
Grants	-	3,300,000	-	-	-	3,300,000
Total	11,467,000	5,795,000	6,760,000	7,098,000	7,267,000	38,387,000

Estimated Operating Cost Impact
Replacement vehicles do not result in additional operating costs incurred.

Project Benefits

Replacement of vehicles at the end of their useful life maintains assets in a state of good repair, minimizes maintenance costs and improves the customer experience.

Strategic Priority and Objective
These projects support strategic priority and objective: Organizational Effectiveness: Deliver responsibly and sustainably on the mission.

Project Name Capital Project Contingency

Project Type Capital Project Contingency

Project Description
This project category includes reserve for contingencies.

	FY2024 - FY2028 Capital Improvement Plan					
	FY2024	FY2025	FY2026	FY2027	FY2028	**Total**
Spending Categories						
Other	5,000,000	2,000,000	2,000,000	2,000,000	2,000,000	13,000,000
Total	5,000,000	2,000,000	2,000,000	2,000,000	2,000,000	13,000,000
Funding Sources						
Local Funds	5,000,000	2,000,000	2,000,000	2,000,000	2,000,000	13,000,000
Grants	-	-	-	-	-	-
Total	5,000,000	2,000,000	2,000,000	2,000,000	2,000,000	13,000,000

Estimated Operating Cost Impact
No new operating costs are expected to be incurred as a result of this project.

Project Benefits

Capital project reserve provides contingency funds in the event that project costs are greater than projected or unexpected capital needs materialize between budget cycles.

Strategic Priority and Objective
This project supports strategic priority and objective: Organizational Effectiveness: Deliver responsibly and sustainably on the mission.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

DEMOGRAPHIC AND ECONOMIC STATISTICS

LAST TEN YEARS

Year	City of Austin Population (1)	Population MSA (1)	Income (MSA) (thousands of dollars) (1)	Per Capita Personal Income (MSA) (1)	Unemployment Rate (MSA) (1)
2013	841,649	1,883,901	88,950,627	47,216	5.2
2014	878,002	1,943,409	97,181,958	50,006	4.2
2015	899,119	2,002,591	103,244,100	51,555	3.4
2016	925,491	2,062,211	107,664,294	52,208	3.3
2017	946,080	2,115,230	117,458,116	55,530	3.1
2018	963,797	2,168,316	127,439,164	58,773	2.9
2019	980,886	2,187,161	138,650,094	63,393	2.6
2020	961,855	2,235,584	150,639,599	64,913	6.3
2021	975,321	2,298,224	163,778,682	71,300	3.5
2022	981,610	2,361,566	178,002,458	75,400	2.8

Note: Prior years statistics are subject to change as more precise numbers become available.

(1) Source: City of Austin 2022 Annual Comprehensive Financial Report.

RESOLUTION NO. 25-2117

A RESOLUTION REQUESTING CAPITAL METRO TO PROVIDE FULL TRANSIT SERVICE TO ALL OF LAGO VISTA

WHEREAS, the City of Lago Vista is a member of the Capital Metropolitan Transportation Authority (CapMetro) and contributes 1% of its local sales tax revenue to CapMetro for public transportation services; and

WHEREAS, despite contributing 1% of all local sales tax revenue to CapMetro, residents of certain areas within Lago Vista do not receive CapMetro service, sometimes even being denied access on the opposite side of the same street where service is provided, creating an inequitable distribution of transit benefits; and

WHEREAS, the lack of comprehensive service coverage means that many Lago Vista residents are effectively paying for a service they do not receive, resulting in an unfair financial burden on taxpayers; and

WHEREAS, Lago Vista's geographic and infrastructure growth demands a reassessment of CapMetro's service map, ensuring that every resident who pays into the system has access to transit options that meet their needs; and

WHEREAS, CapMetro has a history of prioritizing regional transit projects over smaller member cities, as evidenced by its funding allocations toward initiatives like Project Connect in Austin;

WHEREAS, the City of Lago Vista maintains roads that CapMetro buses use, yet does not receive a proportionate reinvestment in transit services to offset the cost of infrastructure wear and tear;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Lago Vista formally requests that CapMetro expand its service area to cover the entirety of Lago Vista, ensuring every resident who pays the transit tax has equal access to public transportation services.
2. The City of Lago Vista requests that CapMetro conduct a comprehensive service coverage review and publicly present its rationale for any areas within Lago Vista that are currently unserved or underserved.
3. The City of Lago Vista requests a timeline for implementing full-service coverage across the entire city, with adjustments made to ensure equitable service access for all residents.
4. The City of Lago Vista requests that CapMetro provide annual service reports, detailing ridership data, service expansion considerations, and potential obstacles preventing full transit coverage.
5. The City of Lago Vista calls upon other CapMetro member cities to review their own service coverage issues and collaborate in advocating for more equitable funding and service distribution across the transit system.

PASSED AND APPROVED this **6th day of March 2025** by the City Council of Lago Vista, Texas.

CITY OF LAGO VISTA, TEXAS

ATTEST:

_____
Kevin Sullivan, Mayor

_____
Maria Franco, City Secretary

On a motion by Councilor _____, seconded by Councilor _____,
The above and foregoing resolution was passed and approved.

AGENDA ITEM NO. 14

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2025

SUBMITTED BY: Councilor Saum, City Council

SUBJECT: Discussion, consideration and possible action regarding **Resolution No. 25-2118** requesting Capital Metro to Allocate 100% of Lago Vista's Sales Tax Contributions to Services Within Lago Vista and to Provide Quarterly Financial Reporting on Fund Usage.

BACKGROUND: The City of Lago Vista wants to ensure its citizens tax dollars are being used to provide contracted services to Lago Vista and not to other communities.

FINDINGS: The City of Lago Vista currently allocates 1% of its local sales tax revenue to Capital Metro (CapMetro) as part of its contractual agreement for public transportation services. This resolution formally requests that CapMetro allocate 100% of the sales tax revenue collected from Lago Vista to transit services, infrastructure, and mobility improvements directly benefiting the city. It also calls for quarterly financial reporting, ensuring transparency on how Lago Vista's tax dollars are spent and preventing artificial year-end spending surges designed to mask potential underspending within Lago Vista.

FINANCIAL IMPACT: This resolution does not directly impact the city's budget but seeks to maximize the return on Lago Vista's tax contributions to CapMetro by ensuring they are reinvested within the community.

ATTACHMENTS:
Resolution 25-2118 CapMetro 1 percent resolution.pdf

RESOLUTION NO. 25-2118

A RESOLUTION REQUESTING THAT CAPITAL METRO ALLOCATE ALL SALES TAX REVENUE COLLECTED FROM LAGO VISTA EXCLUSIVELY TO SERVICES WITHIN THE CITY OF LAGO VISTA AND PROVIDE TRANSPARENT QUARTERLY FINANCIAL REPORTING

WHEREAS, the City of Lago Vista is a member of the Capital Metropolitan Transportation Authority (CapMetro) and contributes 1% of its local sales tax revenue to CapMetro for public transportation services; and

WHEREAS, the City of Lago Vista has no commercial or industrial business growth, making this 1% sales tax allocation far more consequential to our local taxpayers than it is for other CapMetro service area cities such as Austin or Leander, which have significant commercial and industrial tax bases to offset infrastructure and transit costs; and

WHEREAS, CapMetro has documented in its FY2024 Operating and Capital Budget that it pools sales tax revenue from all contributing jurisdictions into a general fund for transit services rather than dedicating all collected funds to the originating city, as evidenced by the following:

1. CapMetro confirms that sales tax is its primary revenue source and is collected across the entire service area:
    - *"Sales tax revenue represents the primary source of revenue for CapMetro, contributing approximately 54.3% of the total revenue budget."*
    - *"Sales tax is levied on the sale, lease, or rental of all taxable goods and services within the CapMetro service area."*
2. CapMetro allocates funding at its discretion across the region, rather than guaranteeing direct reinvestment into the jurisdictions that generated the revenue:
    - *"CapMetro funds its capital improvements with sales taxes and grants, primarily from the Federal Transit Administration (FTA)."*
    - *"A Small Cities Transit Supportive Infrastructure Fund of $2.3 million has also been set aside."*
3. CapMetro has historically allocated pooled tax revenue toward projects benefiting Austin, as seen in past interlocal agreements:
    - *"CapMetro entered into an interlocal agreement with the city of Austin, which was amended in April 2010, to pay the city its pro-rata share of 25% of CapMetro's one-cent sales tax from 2001 to 2004 in consideration for the city to carry out transportation mobility projects approved by CapMetro."*
4. CapMetro's funding decisions prioritize large-scale regional projects, including Project Connect in Austin, which may divert resources away from smaller member cities:
    - *"The largest of which will be the development of the Expo Center and Pleasant Valley CapMetro Rapid lines which are Project Connect program initiatives partially funded by the FTA's Capital Investment Grant Program."*

WHEREAS, the City of Lago Vista is not fully serviced by CapMetro, meaning that residents in certain parts of the city do not have equitable access to the transit services for which they are taxed; and

WHEREAS, Lago Vista taxpayers are bearing the full financial responsibility for the city's infrastructure growth, including roads used by CapMetro buses, without adequate reinvestment from the revenue generated by our community; and

WHEREAS, CapMetro does not currently provide sufficient reporting to Lago Vista taxpayers on how much of their 1% sales tax contribution is being reinvested directly into services within the city;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Lago Vista formally requests that CapMetro allocate 100% of the 1% sales tax collected from Lago Vista toward transit services, infrastructure, and mobility improvements that directly benefit Lago Vista residents.
2. The City of Lago Vista requests that CapMetro provide quarterly financial reports detailing:
    - The total amount of sales tax collected from Lago Vista each quarter.
    - A breakdown of expenditures specifically allocated to transit services within Lago Vista.
    - A clear comparison between total tax contributions and reinvestment within Lago Vista.
    - A detailed account of any significant spending spikes in the final quarter of the fiscal year, ensuring that funds are being used strategically and not artificially inflated at year-end to appear as though all Lago Vista tax dollars were utilized when they may not have been needed.
3. The City of Lago Vista requests that CapMetro consider adjustments to service coverage to ensure that all Lago Vista residents have equitable access to transit services funded by their tax dollars.
4. The City of Lago Vista calls upon other small CapMetro member cities to review their own financial contributions and transit service levels to advocate for equitable funding distribution.
5. This resolution shall be sent to CapMetro's Board of Directors, Congressman Michael McCaul's Office, Texas State Representative Ellen Troxclair, and Texas State Senator Donna Campbell for further advocacy.

PASSED AND APPROVED this 6th day of March by the City Council of Lago Vista, Texas.

CITY OF LAGO VISTA, TEXAS

ATTEST:

_____

Kevin Sullivan, Mayor

_____

Maria Franco, City Secretary

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

AGENDA ITEM NO. 15

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2025

SUBMITTED BY: Councilor Saum, City Council

SUBJECT: Discussion, consideration, and possible action regarding drafts of our Texas Water Development Board applications and Federal Community Project Funding application material.

BACKGROUND: This is the last opportunity for Council to see the applications we are going to submit for water funding.

FINDINGS: This agenda item will allow council to see and discuss these applications.

FINANCIAL IMPACT: n/a

ATTACHMENTS:
LagoWaterLossMitigationReview PIF26.pdf
LagoWTPReviewPIF26.pdf
LagoVistaReviewPIFEffluentPond#1726.pdf
LagoWTPReviewPIF26.pdf

TEXAS WATER DEVELOPMENT BOARD

OLA ID 2150746
PIF No. Not Assigned Yet
Entity Name: Lago Vista
Project Name: Lago Vista Water Loss Mitigation Project

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Project Description
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    Document - PWSWaterStoreCapLessMin
    Document - PWSDistPressLessTwentyPsi
    Document - PWSDistPressLessThirtyFivePsi
    Document - PWSDistLossGreaterTwentyFive
Rating Criteria for All Projects - Effective Management
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    Document - ImplementationOfWaterPlans
    Document - CybersecurityAwarenessPlan
Green Project Information
Refinancing.
Readiness to Proceed to Construction
Estimated Costs
    Document - EstimatedCostsSignature

Submittal

General Information

Project Information

Funding Type DWSRF
Project Category PWS
Are you a first time Applicant? N

Contact Information

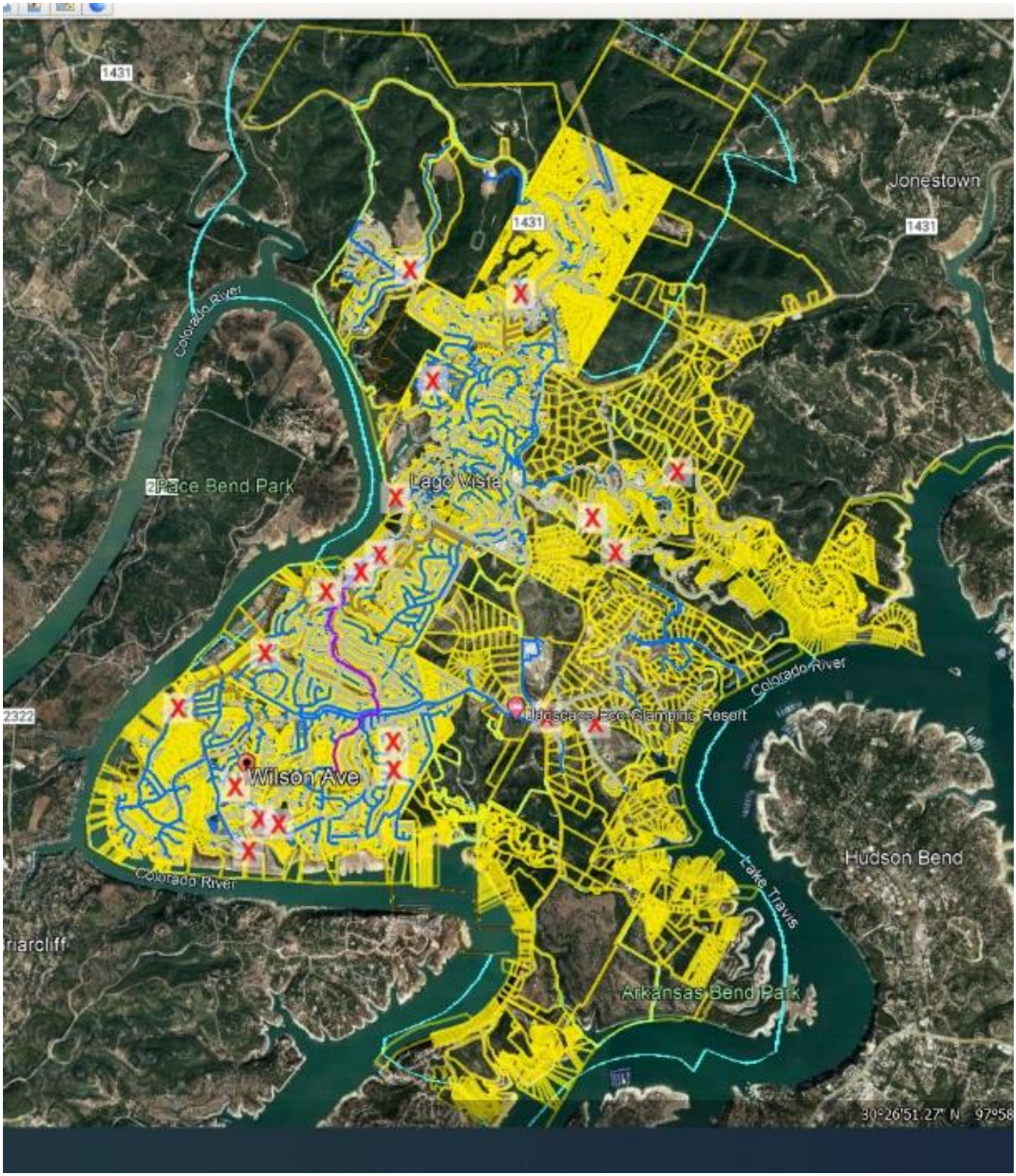
County Travis
PWS ID No.
CCN No.

Entity Contact Information	Engineering Firm Contact Information
Name of Entity Lago Vista	Name of New Entity
Prefix Mr.	Prefix Mr.
First Name Taylor	First Name William
Last Name Whichard	Last Name Moriarty
Addr 1 5803 Thunderbird Street	Addr 1 1004 Jousting Place
Addr 2	Addr 2
City Lago Vista	City Austin
State TX	State TX
Zip 78645-4727	Zip 78746-0000
Phone (512) 599-4179	Phone (512) 422-3731
Fax	Fax
Suffix	Suffix
OrgName	OrgName
DeptName	DeptName
Title Director of Public Works	Title Application Engineer
Email taylor.whichard@lagovistatexas.gov	Email wmoriarty08@gmail.com
	Firm Name Moriarty & Assoc. LLC
Make Changes Y	Make Changes Y
No Entity TxWISE Id	No Engineering TxWISE Id

Entities must be registered in SAM.gov to receive SRF financial assistance. Is your entity registered? Y
If yes, provide the SAM.gov number: DQFMET8NNL23

Service Area

Population Served 9,001
Total Household Connections 7,000


1431
Jonestown
1431
1431
Colorado River
Pace Bend Park
Lago Vista
Colorado River
Wilson Ave
Colorado River
Hudson Bend
Lake Travis
Arkansas Bend Park
30°26'51.27" N 97°58

Previous PIF

Previous PIF N

Project Description

Project Name Lago Vista Water Loss Mitigation Project

Project Short Desc The City of Lago Vista experiences severe water loss through leaking and failing elements of their water distribution system. This project will call for the repair and/or replacement of these leaking elements of the water distribution system.

Project Long Desc The City of Lago Vista experiences severe water loss through leaking and failing elements of their water distribution system. This project will call for the repair and/or replacement of these leaking elements of the water distribution system.

This project will be initiated with an extensive leak detection program. This program will survey the entire water distribution system and identify the size and location of water leaks. Further this program will specify the exact repair technique, which may include the complete replacement of the line.

The project will also include the preparation of complete plans and specifications to the repair and replacement program.

Finally, the project will include construction of the repair program.

The project will also include an Asset Management Program.

What is the need for the proposed project? Please describe any current Health and Compliance Factor and/or MCL Violations and physical deficiencies. Leaks in the water distribution system can result in the introduction of contaminants into the drinking water system as well as loss of pressure.

DW Cost Category TRANSMISSION
Is the proposed project Urgent Need? N

Is the proposed project involving first time service? N

Rating Criteria for PWS Projects

Total Storage Capacity (in gallons) 2720000.00

Total Production Capacity (MGD) 4.00

A. Has the entity’s system experienced documented instances of water contaminants exceeding the primary or secondary maximum contaminant level (MCL)? N

B. Has the entity’s system experienced documented outages in the water distribution system? Y

C. Is the system’s required production capacity equal to or more than 85% of the total documented production capacity? N

D. Is the system’s required treated water storage capacity equal to or more than 85% of the total storage capacity (including total storage, elevated storage, and/or pressure tank)? Y

E. Has the system experienced distribution system disinfection residuals of less than 0.2 mg/l free chlorine or 0.5 mg/l chloramines as applicable? N

F. Has the system experienced documented instances of water distribution pressures:
1. less than 20 PSI? Y

2. less than 35 PSI? Y

G. Does this project include water loss mitigation? Y

If "Yes," describe the mitigation, cost of the mitigation (either in dollars or as a percent of the total project), and the estimated water savings from the mitigation. The City of Lago Vista experiences severe water loss through leaking and failing elements of their water distribution system. This project will call for the repair and/or replacement of these leaking elements of the water distribution system.

H. Will the proposed project benefit any other public water systems (i.e., one the entity is currently serving or proposes to serve)? N

LV Town Hall: Decade-old ‘bandaid’ repairs led directly to LV August water crisis

Writer's picture: North Shore Democrats of Travis County

North Shore Democrats of Travis County

Oct 23, 2023

by Mike Killalea, NSD president

The city of Lago Vista kicked the water can down the road one time too many back in 2013 by pursuing a “bandaid” solution to that decade’s water outage, said Director of Public Works Taylor Whichard. Whichard, who has held his job only since April 2022, detailed the causes of the August 2023 water outage, as well as steps to repair the problem, and the path forward (1).

The presentation was insightful, although some information was less than perfectly understandable to lay people.

The pump failures at LV Water Treatment Plant 1 kicked off a nearly month-long partial water shutdown for its residents — and during an unprecedented heat wave. It resulted in repairs costing the city $86,734, Whichard reported.

While water for household use was permitted, the city forbade citizens from any outdoor use, such as irrigating lawns, car washing, and even hand-watering plants. (Anyone paying attention could easily observe, though, that the city has its share of folks who apparently flaunted or were unaware of the restrictions.)

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City of Lago Vista

Water Storage Equal to or More than 85%

85% = 1.98 MG – current Storage capacity 2.32MG

LV Town Hall: Decade-old ‘bandaid’ repairs led directly to LV August water crisis

Writer's picture: North Shore Democrats of Travis County

North Shore Democrats of Travis County

Oct 23, 2023

by Mike Killalea, NSD president

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City of Lago Vista

Water Loss Mitigation.

The City of Lago Vista experiences severe water loss through leaking and failing elements of their water distribution system. This project will call for the repair and/or replacement of these leaking elements of the water distribution system.

Rating Criteria for All Projects - Effective Management

A. Asset Management

1 a. In the past 5 years, has an asset management plan been adopted by the entity’s governing body that incorporates an inventory of all assets, an assessment of the criticality and condition of the assets, a prioritization of capital projects needed, and a budget? Note: A Capital Improvement Plan (CIP) alone does not constitute an asset management plan. N

b. If “No," is the entity planning to prepare an asset management plan as part of the proposed project? If so, include language in the Project Description that states this. Y

2. Has asset management training been administered to the entity’s governing body and employees? N

B. Water Conservation

Does the proposed project address specific targets, goals, or measures in a water conservation or drought contingency plan that has been adopted by the entity’s governing body within the past five years? Y
If “Yes,” 1) list the targets, goals, or measures to be supported; 2) describe how they will be addressed by the proposed project; 3) enter the estimated cost of the water conservation measures of the proposed project; Region K-Regional Water Plan-This project will support the Municipal Conservation Strategy.

C. Reclaimed Water

Does the proposed project involve the use of reclaimed water where such infrastructure mitigates the need for additional potable supply? N

D. Energy Efficiency

Does the proposed project address a specific goal(s) in a system-wide or plant-wide energy assessment, audit, or optimization study that has been conducted within the past three years? N

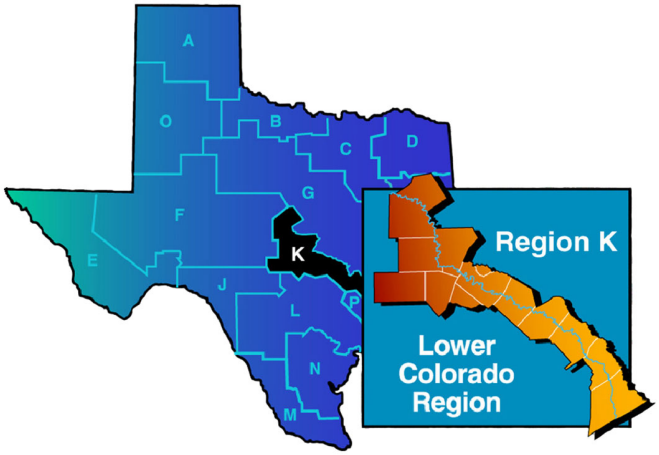
E. Implementation of Water Plans

Does the proposed project implement elements contained in a state or regional water plan, watershed protection plan, integrated water resource management plan, regional facility plan, regionalization or consolidation plan, finalized Economically Distressed Areas Program (EDAP) facility plan, or a total maximum daily loads (TMDL) implementation plan? Y
If “Yes,” 1) list the plan name and sponsor; 2) list the elements of the plan to be implemented; AND 3) attach the cover page, table of contents, and highlighted pages featuring the relevant information from the plan that clearly identify the element(s) to be implemented. Region K Regional Water Plan-This project will support the Municipal Conservation Strategy in the plan.

F. Cybersecurity Awareness

In the past five years, has a Cybersecurity Awareness Plan been adopted by the entity’s governing body? Y
If 'Yes', attach the cover page, table of contents, and highlighted pages of the entity’s adopted Cybersecurity Awareness Plan.

October
2020



2021 Region K Water Plan

for the Lower Colorado Regional Water Planning Group

Volume 2 of 2
(Chapter 5 through Chapter 11)

prepared by
Lower Colorado Regional
Water Planning Group

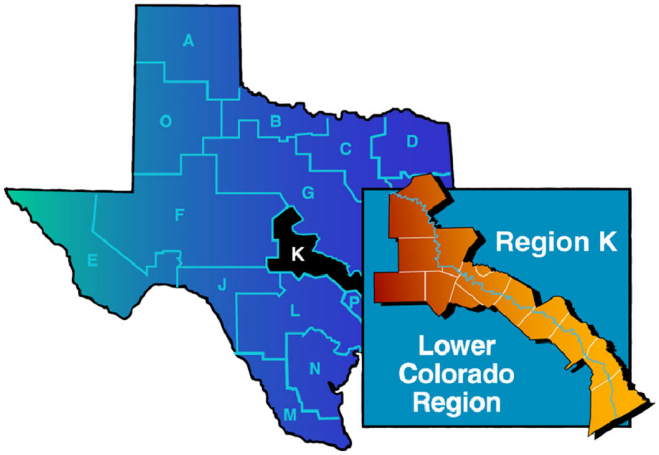
with funding assistance from
Texas Water Development Board

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AECOM Technical Services, Inc.
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	Drought Management	*5.2.4.9.1*
Lago Vista	Municipal Conservation	*5.2.2.3*
	Drought Management	*5.2.4.9.1*
	Direct Reuse (Non-Potable)	*5.2.5.5.9*
Lakeway MUD	Municipal Conservation	*5.2.2.3*
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	Direct Reuse (Non-Potable)	*5.2.5.5.10*
LCRA	Conservation	*5.2.2.1* *5.2.3.1.8*
	General LCRA Strategy - LCRA System Operation Approach	*5.2.3.1.1*
	Amendments to Water Management Plan	*5.2.3.1.2*
	Amendments to Water Rights and Acquisition of New Water Rights	*5.2.3.1.3*
	LCRA Contract Amendments	*5.2.3.1.4*
	LCRA Contract Amendments with Infrastructure	*5.2.3.1.5*
	New LCRA Contracts	*5.2.3.1.6*
	New LCRA Contract Amendments with Infrastructure	*5.2.3.1.7*
	Expand use of Groundwater in Bastrop County (Carrizo-Wilcox Aquifer)	*5.2.3.1.9*
	Import Return Flows from Williamson County	*5.2.3.1.10*
	Baylor Creek Reservoir	*5.2.3.1.11*
	Off-Channel Reservoirs	*5.2.3.1.14*
	Downstream Return Flows	*5.2.1.2* *5.2.3.1.15*
	Aquifer Storage and Recovery (ASR) Carrizo-Wilcox	*5.2.3.1*
	LCRA Expand Use of Groundwater in Bastrop County (Carrizo-Wilcox Aquifer) – Alternative Strategy	*5.3.1.1*

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CITY OF
LAGO VISTA
TEXAS

City of Lago Vista Cybersecurity Awareness Plan Summary

The City of Lago Vista employs multiple Cybersecurity training awareness platforms and protections across the whole organization. Every new employee is required to complete a cybersecurity test before being allowed access to any city computer device that is connected to the network. Every few months the IT department will send out fake phishing attempts based on what new trends are being used in the wild. These are targeted to keep employees educated as to what bad actors are using in the wild. If an employee falls victim to one of our fake attempts, we assign further training exercises to them to further educate them. We have yearly Cybersecurity training for all employees which is mandatory across the board. Continual training throughout the year is carried out for all employees so they are prepared on any new emerging threats.

All computer systems have multiple security software installed to prevent attacks and are continuously monitored 24x7 and IT staff are notified immediately if anything is triggered. There are firewalls on the devices and from the perimeters, also intrusion detection systems, Anti-virus, Anti-malware, Anti-Spyware, ransomware protection, DNS filtering and vulnerability management.
All email is monitored through Microsoft 365 online Exchange services for online threats and spam and all passwords and identities are set with MFA using Microsoft Authenticator app. All devices must comply to our security policies or they are denied access to our assets, this includes mobile devices.
All mission critical servers are backed up locally and offsite in case of a disaster using a bare metal restoration software. Also servers can be restored using VM software if needed.

Green Project Information

A. Does the proposed project contain, either partially or completely, green elements as defined by the Green Project Information Worksheets? Y

B. Enter the estimated cost of the green portion of the proposed project. $14,500,000

C. Describe and justify in the space below the green elements of the proposed project and, if available, attach a green business case below. By reducing the amount of lost water in the distribution system, this will result in a reduction of pumping energy required by over 20%.

Refinancing.

Will DWSRF funds be used to refinance existing debt related to this project and received from a source other than the TWDB? N

Readiness to Proceed to Construction

A. Permitting

Have all applicable permitting aspects of the project, including acquisition of water rights and/or Certificate of Convenience and Necessity (CCN), or TCEQ approval and completion of piloting been achieved? N
* If “No,” identify in the space below each federal, state or local permit, license or other authorizations needed for the project and the status of each. City Permits.

B. Land Acquisition

Have all land acquisitions and easements necessary to complete the project been obtained? Y

1. Have you completed the design process including full development of plans and specifications? (If “No,” proceed to Question 2. If “Yes,” proceed to Question 4.) N

2. Has design work progressed beyond preliminary design? N

C. Design

3. Will design work be initiated after the TWDB releases design funds for this project? Y

4. For membrane plants, SWTP, water wells, treatment changes, or intake structures, has TCEQ approved plans and specs?

D. Environmental Review

1. Have you received a Finding of No Significant Impact (FNSI), Categorical Exclusion (CE), a Record of Decision (ROD), or an environmental determination prepared by another entity in compliance with the National Environmental Policy Act (NEPA) for this project? For projects that may qualify for a FNSI, please review 31 TAC §371.43; or that require a CE, review 31 TAC §371.42; or that require a ROD, review 31 TAC §371.46; or that have a determination by another entity, review 31 TAC §371.50. N

2. If an environmental finding has not been issued, does your project meet the criteria to receive Categorical Exclusion as defined at 31 TAC §371.42? Y

3. Can you submit an environmental report with the completed loan application that documents coordination with agencies has proceeded sufficiently to determine that no major issues remain? N

4. Will the environmental review be initiated after the TWDB releases planning funds for this project? N

E. Does the project have an approved Engineering Feasibility Report (EFR)? N

F. Construction Phase

Start Date (mm/dd/yyyy) 02-05-2027

Completion Date (mm/dd/yyyy) 02-08-2030

G. Project Bidding and Contracts

Will the proposed project be ready to advertise for construction bids immediately following a funding commitment for construction costs? N

If you are seeking reimbursement for eligible planning and/or design costs, was the work performed in compliance with applicable state law and federal crosscutters, including procurement following Disadvantaged Business Enterprise (DBE) requirements? Please visit the TWDB's DBE web page for more information.

How many months will it take to close the loan after receiving a funding commitment? Projects deemed ready to proceed to construction must be able to expend funds quickly after receiving a funding commitment. 4

Estimated Costs

Seeking planning funding Y

Seeking acquisition funding N

Seeking design funding Y

Seeking construction funding Y

Cost Category	(a) Planning	(b) Acquisition	(c) Design	(d) Construction	(e) Total (a)+(b)+(c)+(d)
Treatment	$0	$0	$0	$0	$0
Transmission and Distribution	$0	$0	$0	$11,400,000	$11,400,000
Source	$0	$0	$0	$0	$0
Storage	$0	$0	$0	$0	$0
Purchase of System	$0	$0	$0	$0	$0
Restructuring	$0	$0	$0	$0	$0
Land Acquisition	$0	$0	$0	$0	$0
Source Water Protection	$0	$0	$0	$0	$0
Engineering	$0	$0	$1,500,000	$0	$1,500,000
General, Legal, Financial	$0	$0	$0	$300,000	$300,000
Contigency	$0	$0	$300,000	$1,000,000	$1,300,000
Other (Describe Cost)	$0	$0	$0	$0	$0
Subtotal (Add all rows above)	$0	$0	$1,800,000	$12,700,000	$14,500,000
Financing from Local Funds	$0	$0	$0	$0	$0
Financing from Other Funds	$0	$0	$0	$0	$0
Subtotal, SRF-Funded Amount	$0	$0	$1,800,000	$12,700,000	$14,500,000

Green component costs as a percentage of "Subtotal, SRF-Funded Amount" 100.00%

Anticipated Commitment(s) ONETIME

Up to date financial audits for your entity are required for funding to be awarded. When was the most recent financial audit that your entity completed? Enter MM/DD/YYYY. 03-21-2024

The last rate increase was completed on (MM/DD/YYYY): 01-01-2020

PIF Estimated Costs - #2150746

Entity Name: Lago Vista
New Entity Name: null
Project Name: Lago Vista Water Loss Mitigation Project

Report generated by: TWDB4WVPRODOLA3$, Mon Feb 24 16:20:07 CST 2025

Please review the estimated costs below, then sign and upload.

Signature_____

Seeking planning funding Y
Seeking acquisition funding N
Seeking design funding Y
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Submittal

I, NO SUBMITTED NAME ENTERED, as the designated authorized representative of the Lago Vista, hereby approve and authorize the submission of this project information form to the Texas Water Development Board. I certify that all information contained herein is true and correct to the best of my knowledge. I understand the failure to submit a complete project information form by the stated deadlines may result in the withdrawal of the form without review.

Submitted by NO SUBMITTED NAME ENTERED
Telephone Number NO SUBMIT PHONE NUMBER ENTERED
Submitted date NO SUBMIT DATE ENTERED

TEXAS WATER DEVELOPMENT BOARD

OLA ID 2150747
PIF No. Not Assigned Yet
Entity Name: Lago Vista
Project Name: Lago Vista Water Treatment Plant Expansion

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Previous PIF
Project Description
Rating Criteria for PWS Projects
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    Document - PWSWaterStoreCapLessMin
    Document - PWSDistPressLessTwentyPsi
    Document - PWSDistPressLessThirtyFivePsi
Rating Criteria for All Projects - Effective Management
    Document - CybersecurityAwarenessPlan
Green Project Information
Refinancing.
Readiness to Proceed to Construction
Estimated Costs
    Document - EstimatedCostsSignature
Submittal

General Information

Project Information

Funding Type DWSRF
Project Category PWS
Are you a first time Applicant? N

Contact Information

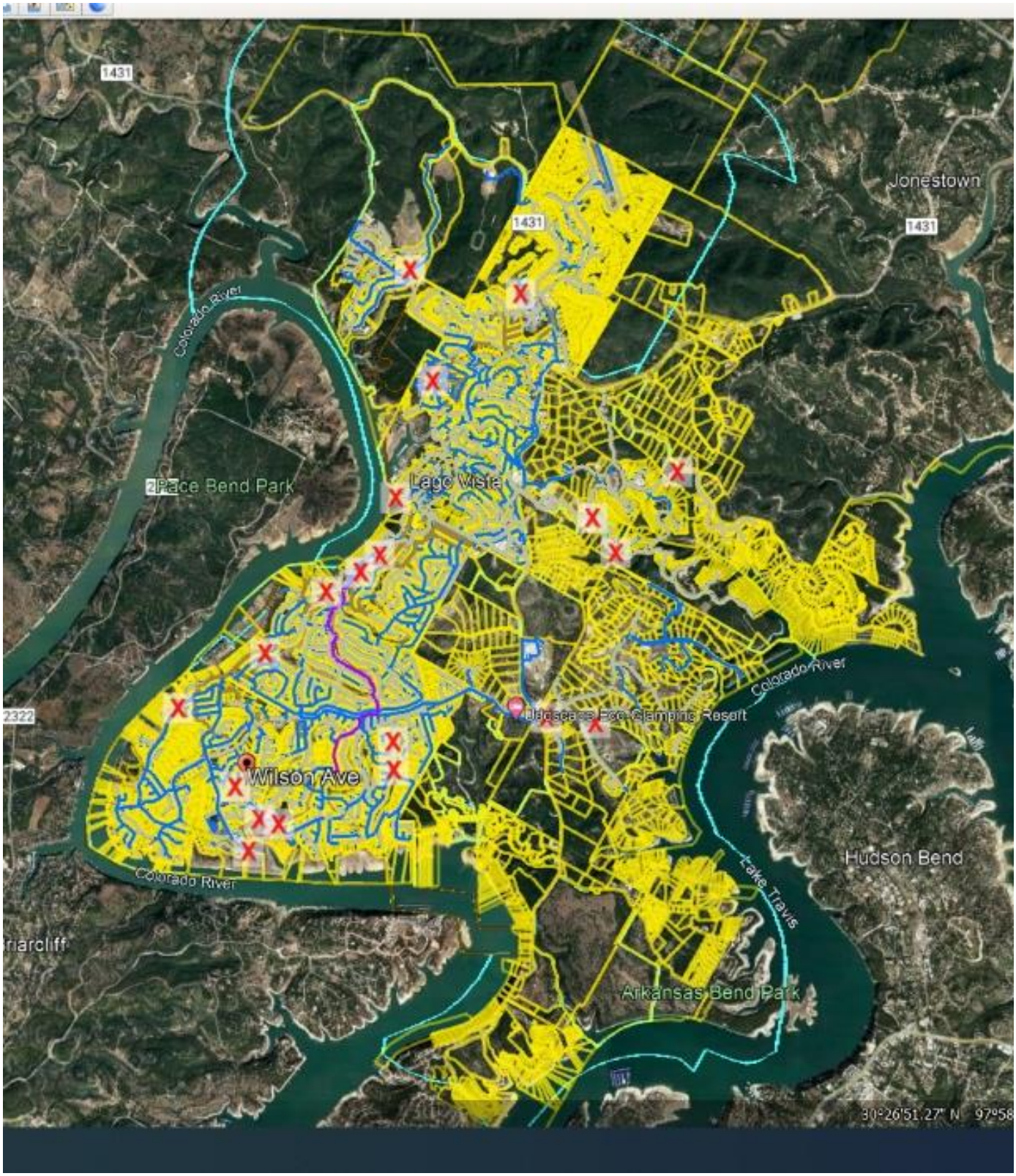
County Travis County
PWS ID No.
CCN No.

Entity Contact Information	Engineering Firm Contact Information
Name of Entity Lago Vista	Name of New Entity
Prefix Mr.	Prefix Mr.
First Name Taylor	First Name William
Last Name Whichard	Last Name Moriarty
Addr 1 5803 Thunderbird Street	Addr 1 1004 Jousting Place
Addr 2	Addr 2
City Lago Vista	City Austin
State TX	State TX
Zip 78645-4179	Zip 78746-0000
Phone (512) 599-4179	Phone (512) 422-3731
Fax	Fax
Suffix	Suffix
OrgName	OrgName
DeptName	DeptName
Title Director of Public Works	Title Application Engineer
Email taylor.whichard@lagovistatexas.gov	Email wmoriarty08@gmail.com
	Firm Name Moriarty & Assoc. LLC
Make Changes Y	Make Changes Y
No Entity TxWISE Id	No Engineering TxWISE Id

Entities must be registered in SAM.gov to receive SRF financial assistance. Is your entity registered? Y
If yes, provide the SAM.gov number: DQFMET8NNL23

Service Area

Population Served 9,001
Total Household Connections 7,000


1431
Jonestown
1431
1431
Colorado River
Pace Bend Park
Lago Vista
Colorado River
Wilson Ave
Colorado River
Hudson Bend
Lake Travis
Arkansas Bend Park

Previous PIF

Previous PIF N

Project Description

Project Name Lago Vista Water Treatment Plant Expansion

Project Short Desc Upgrading WTP#3 capacity to satisfy water production needs through the 2033 planning scenario.

Project Long Desc The Lago Vista Water Treatment Plant #3 expansion consists of a 4 MGD increase in capacity and an expansion at the WTP33 high service pump station to include two additional 3,000 gallon per minute pumps. The project also consists of upgrading emergency power to supply the expansion and installing a 16-inch watermain along Lohman Ford to connect WTP#3 distribution system with WTP #1.
The project also includes an Asset Management Program.

What is the need for the proposed project? Please describe any current Health and Compliance Factor and/or MCL Violations and physical deficiencies. The project is needed to supply safe drinking water to this growing community.

DW Cost Category TREATMENT
DW Cost Category TRANSMISSION
Is the proposed project Urgent Need? N

Is the proposed project involving first time service? N

Rating Criteria for PWS Projects

Total Storage Capacity (in gallons) 2720000.00

Total Production Capacity (MGD) 4.00

A. Has the entity’s system experienced documented instances of water contaminants exceeding the primary or secondary maximum contaminant level (MCL)? N

B. Has the entity’s system experienced documented outages in the water distribution system? Y

C. Is the system’s required production capacity equal to or more than 85% of the total documented production capacity? N

D. Is the system’s required treated water storage capacity equal to or more than 85% of the total storage capacity (including total storage, elevated storage, and/or pressure tank)? Y

E. Has the system experienced distribution system disinfection residuals of less than 0.2 mg/l free chlorine or 0.5 mg/l chloramines as applicable? N

F. Has the system experienced documented instances of water distribution pressures:
1. less than 20 PSI? Y

2. less than 35 PSI? Y

G. Does this project include water loss mitigation? N

H. Will the proposed project benefit any other public water systems (i.e., one the entity is currently serving or proposes to serve)? N

LV Town Hall: Decade-old ‘bandaid’ repairs led directly to LV August water crisis

Writer's picture: North Shore Democrats of Travis County

North Shore Democrats of Travis County

Oct 23, 2023

by Mike Killalea, NSD president

The city of Lago Vista kicked the water can down the road one time too many back in 2013 by pursuing a “bandaid” solution to that decade’s water outage, said Director of Public Works Taylor Whichard. Whichard, who has held his job only since April 2022, detailed the causes of the August 2023 water outage, as well as steps to repair the problem, and the path forward (1).

The presentation was insightful, although some information was less than perfectly understandable to lay people.

The pump failures at LV Water Treatment Plant 1 kicked off a nearly month-long partial water shutdown for its residents — and during an unprecedented heat wave. It resulted in repairs costing the city $86,734, Whichard reported.

While water for household use was permitted, the city forbade citizens from any outdoor use, such as irrigating lawns, car washing, and even hand-watering plants. (Anyone paying attention could easily observe, though, that the city has its share of folks who apparently flaunted or were unaware of the restrictions.)

Whichard also pointed to poor past record management. “This effectively caused us to walk into this issue blind,” he said, which cost time. “The biggest issue we ran into was the schedule of seven different contractors …. We were at these contractors’ mercy.”

What happened exactly?

Whichard’s complete presentation is available at the link at the end of this article. His detailed presentation walked through history of the city’s intake 1, the resolution of the

crisis, lessons learned, and the path forward. His presentation spanned about 20 minutes, with questions during the remaining 40 minutes.

While this town hall had been well publicized, and despite the August uproar, few citizens actually turned up at City Hall in person, nor does there seem to have been a huge outpouring online. (Complete disclosure: I confused the times, and did not appear, either.)

In brief, pump 1 in early August ceased pumping altogether, and pump 3 was pumping at reduced capacity. Pump 3 failed completely on Aug 5. Three pumps were replaced.

“It was determined that at current demand, the city would be at risk of a city-wide boil-water notice, if emergency restrictions weren’t implemented,” Whichard said.

This prompted the city to issue two “reverse 911s” to notify residents.

In the end, the repair teams uncovered multiple issues, including the now-infamous freshwater sponges, broken flex hoses (one of which Whichard characterized as “flayed open”), “fried” electrical components,” and a lack of parts.

Pump 1’s issues were stubborn, and it was not fully up and running until Aug 30. The next day, all restrictions were lifted.

Whichard and his public-works team have identified a number of permanent repair needs, including the installation of two 40-foot flex hoses from the barge discharge pipe to each intake casing.

“This will allow the barge to move as the lake goes,” Whichard said. The barge sucks water from Lake Travis to the city’s treatment plants.

Other permanent needs, he said, are:

Install separate electrical control panel and SCADA (supervisory control and data acquisition) package for barge;

Remove existing “substandard” electrical cabling powering the barge;

Install two electrical cables within conduit from electrical panel to emergency barge;

Replace existing swing-gate system marine-grade gate valve and second intake screen;

Install “tapping saddle” and “suck-out point” over the four-inch holes cored into the both casings. (The tapping saddle will fit saddle-like over the four-inch holes in each of the two pipes, securing the connection. It and the suck-out point will allow easier maintenance and cleaining of the intake pipes, Whichard explained to the clueless author in a private conversation. Any errors in this explanation are the author’s.)

These repairs are currently out for bids, City Manager Tracie Hlavinka said at the town hall.

What caused the breakdown?

While a formal failure report is forthcoming, Whichard said the base cause is that the pumps were “essentially starved of water causing them to overwork.” This resulted from a combination of low lake levels, a closed lower intake screen (unbeknownst to staff), the previously mentioned undocumented four-inch holes cored into the bottoms of two casing strings; and marine debris being sucked into the pumps through the four-inch hole.

How much water?

The amount of water usage in drought-ridden Central Texas is increasingly under scrutiny. In 2022, the latest year for which records are available, the annual average water usage in Lago Vista was about 46 million gallons per month, Whichard told me. The intake pipe sits at about 605-615 mean sea level.

City of Lago Vista

Water Storage Equal to or More than 85%

85% = 1.98 MG – current Storage capacity 2.32MG

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Rating Criteria for All Projects - Effective Management

A. Asset Management

1 a. In the past 5 years, has an asset management plan been adopted by the entity’s governing body that incorporates an inventory of all assets, an assessment of the criticality and condition of the assets, a prioritization of capital projects needed, and a budget? Note: A Capital Improvement Plan (CIP) alone does not constitute an asset management plan. N

b. If “No," is the entity planning to prepare an asset management plan as part of the proposed project? If so, include language in the Project Description that states this. Y

2. Has asset management training been administered to the entity’s governing body and employees? N

B. Water Conservation

Does the proposed project address specific targets, goals, or measures in a water conservation or drought contingency plan that has been adopted by the entity’s governing body within the past five years? N

C. Reclaimed Water

Does the proposed project involve the use of reclaimed water where such infrastructure mitigates the need for additional potable supply? N

D. Energy Efficiency

Does the proposed project address a specific goal(s) in a system-wide or plant-wide energy assessment, audit, or optimization study that has been conducted within the past three years? N

E. Implementation of Water Plans

Does the proposed project implement elements contained in a state or regional water plan, watershed protection plan, integrated water resource management plan, regional facility plan, regionalization or consolidation plan, finalized Economically Distressed Areas Program (EDAP) facility plan, or a total maximum daily loads (TMDL) implementation plan? N

F. Cybersecurity Awareness

In the past five years, has a Cybersecurity Awareness Plan been adopted by the entity’s governing body? Y
If 'Yes', attach the cover page, table of contents, and highlighted pages of the entity’s adopted Cybersecurity Awareness Plan.

CITY OF
LAGO VISTA
TEXAS

City of Lago Vista Cybersecurity Awareness Plan Summary

The City of Lago Vista employs multiple Cybersecurity training awareness platforms and protections across the whole organization. Every new employee is required to complete a cybersecurity test before being allowed access to any city computer device that is connected to the network. Every few months the IT department will send out fake phishing attempts based on what new trends are being used in the wild. These are targeted to keep employees educated as to what bad actors are using in the wild. If an employee falls victim to one of our fake attempts, we assign further training exercises to them to further educate them. We have yearly Cybersecurity training for all employees which is mandatory across the board. Continual training throughout the year is carried out for all employees so they are prepared on any new emerging threats.

All computer systems have multiple security software installed to prevent attacks and are continuously monitored 24x7 and IT staff are notified immediately if anything is triggered. There are firewalls on the devices and from the perimeters, also intrusion detection systems, Anti-virus, Anti-malware, Anti-Spyware, ransomware protection, DNS filtering and vulnerability management.
All email is monitored through Microsoft 365 online Exchange services for online threats and spam and all passwords and identities are set with MFA using Microsoft Authenticator app. All devices must comply to our security policies or they are denied access to our assets, this includes mobile devices.
All mission critical servers are backed up locally and offsite in case of a disaster using a bare metal restoration software. Also servers can be restored using VM software if needed.

Green Project Information

A. Does the proposed project contain, either partially or completely, green elements as defined by the Green Project Information Worksheets? N

Refinancing.

Will DWSRF funds be used to refinance existing debt related to this project and received from a source other than the TWDB? N

Readiness to Proceed to Construction

A. Permitting

Have all applicable permitting aspects of the project, including acquisition of water rights and/or Certificate of Convenience and Necessity (CCN), or TCEQ approval and completion of piloting been achieved? N
* If “No,” identify in the space below each federal, state or local permit, license or other authorizations needed for the project and the status of each. TCEQ

B. Land Acquisition

Have all land acquisitions and easements necessary to complete the project been obtained? Y

1. Have you completed the design process including full development of plans and specifications? (If “No,” proceed to Question 2. If “Yes,” proceed to Question 4.) N

2. Has design work progressed beyond preliminary design? N

C. Design

3. Will design work be initiated after the TWDB releases design funds for this project? Y

4. For membrane plants, SWTP, water wells, treatment changes, or intake structures, has TCEQ approved plans and specs? N

D. Environmental Review

1. Have you received a Finding of No Significant Impact (FNSI), Categorical Exclusion (CE), a Record of Decision (ROD), or an environmental determination prepared by another entity in compliance with the National Environmental Policy Act (NEPA) for this project? For projects that

may qualify for a FNSI, please review 31 TAC §371.43; or that require a CE, review 31 TAC §371.42; or that require a ROD, review 31 TAC §371.46; or that have a determination by another entity, review 31 TAC §371.50. N

2. If an environmental finding has not been issued, does your project meet the criteria to receive Categorical Exclusion as defined at 31 TAC §371.42? Y

3. Can you submit an environmental report with the completed loan application that documents coordination with agencies has proceeded sufficiently to determine that no major issues remain? N

4. Will the environmental review be initiated after the TWDB releases planning funds for this project? N

E. Does the project have an approved Engineering Feasibility Report (EFR)? Y

F. Construction Phase

Start Date (mm/dd/yyyy) 02-12-2027

Completion Date (mm/dd/yyyy) 02-15-2030

G. Project Bidding and Contracts

Will the proposed project be ready to advertise for construction bids immediately following a funding commitment for construction costs? N

If you are seeking reimbursement for eligible planning and/or design costs, was the work performed in compliance with applicable state law and federal crosscutters, including procurement following Disadvantaged Business Enterprise (DBE) requirements? Please visit the TWDB's DBE web page for more information.

How many months will it take to close the loan after receiving a funding commitment? Projects deemed ready to proceed to construction must be able to expend funds quickly after receiving a funding commitment. 4

Estimated Costs

Seeking planning funding N

Seeking acquisition funding N

Seeking design funding Y

Seeking construction funding Y

Cost Category	(a) Planning	(b) Acquisition	(c) Design	(d) Construction	(e) Total (a)+(b)+(c)+(d)
Treatment	$0	$0	$0	$18,000,000	$18,000,000
Transmission and Distribution	$0	$0	$0	$2,000,000	$2,000,000
Source	$0	$0	$0	$0	$0
Storage	$0	$0	$0	$0	$0
Purchase of System	$0	$0	$0	$0	$0
Restructuring	$0	$0	$0	$0	$0
Land Acquisition	$0	$0	$0	$0	$0
Source Water Protection	$0	$0	$0	$0	$0
Engineering	$0	$0	$3,000,000	$0	$3,000,000
General, Legal, Financial	$0	$0	$0	$300,000	$300,000
Contigency	$0	$0	$500,000	$3,000,000	$3,500,000
Other (Describe Cost)	$0	$0	$0	$0	$0
Subtotal (Add all rows above)	$0	$0	$3,500,000	$23,300,000	$26,800,000
Financing from Local Funds	$0	$0	$0	$0	$0
Financing from Other Funds	$0	$0	$0	$0	$0
Subtotal, SRF-Funded Amount	$0	$0	$3,500,000	$23,300,000	$26,800,000

Green component costs as a percentage of "Subtotal, SRF-Funded Amount" 0%

Anticipated Commitment(s) ONETIME

Up to date financial audits for your entity are required for funding to be awarded. When was the most recent financial audit that your entity completed? Enter MM/DD/YYYY. 03-21-2024

The last rate increase was completed on (MM/DD/YYYY): 01-01-2020

PIF Estimated Costs - #2150747

Entity Name: Lago Vista
New Entity Name: null
Project Name: Lago Vista Water Treatment Plant Expansion

Report generated by: TWDB4WVPRODOLA3$, Mon Feb 24 15:47:45 CST 2025

Please review the estimated costs below, then sign and upload.

Signature_____

Seeking planning funding N
Seeking acquisition funding N
Seeking design funding Y
Seeking construction funding Y

Cost Category	(a) Planning	(b) Acquisition	(c) Design	(d) Construction	(e) Total (a)+(b)+(c)+(d)
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General, Legal, Financial	$0	$0	$0	$300,000	$300,000
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Subtotal, SRF-Funded Amount	$0	$0	$3,500,000	$23,300,000	$26,800,000

Submittal

I, NO SUBMITTED NAME ENTERED, as the designated authorized representative of the Lago Vista, hereby approve and authorize the submission of this project information form to the Texas Water Development Board. I certify that all information contained herein is true and correct to the best of my knowledge. I understand the failure to submit a complete project information form by the stated deadlines may result in the withdrawal of the form without review.

Submitted by NO SUBMITTED NAME ENTERED
Telephone Number NO SUBMIT PHONE NUMBER ENTERED
Submitted date NO SUBMIT DATE ENTERED

TEXAS WATER DEVELOPMENT BOARD

OLA ID 2101075
PIF No. Not Assigned Yet
Entity Name: Lago Vista
Project Name: Lago Vista Effluent Pond #17 Rehab plus the installation of a new effluent pond.

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Additional Rating Criteria
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Green Project Information
Refinancing.
Readiness to Proceed to Construction
Estimated Costs

Document - EstimatedCostsSignature

Additional Attachments

Document - Additional_Attachments

Document - Additional_Attachments

Document - Additional_Attachments

Submittal

General Information

Project Information

Funding Type CWSRF
Project Category POTW
CWSRF Entity Type SUBDIVISION
Are you a first time Applicant? N

Contact Information

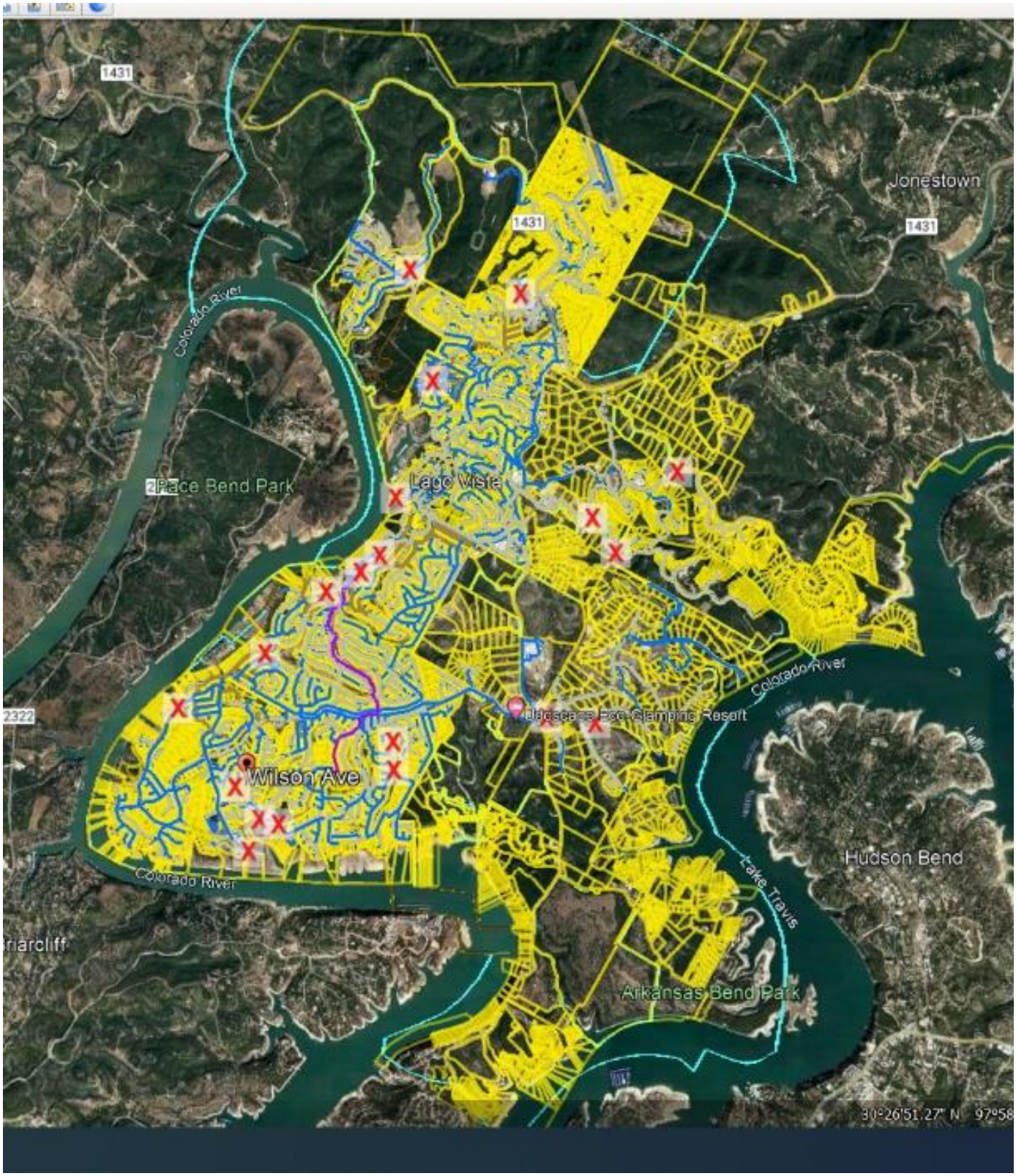
County Travis

Entity Contact Information	Engineering Firm Contact Information
Name of Entity Lago Vista	Name of New Entity
Prefix Mr.	Prefix Mr.
First Name Taylor	First Name William
Last Name Whichard	Last Name Moriarty
Addr 1 5803 Thunderbird Street	Addr 1 1004 Jousting Pl
Addr 2	Addr 2
City Lago Vista	City Austin
State TX	State TX
Zip 78745-0000	Zip 78746-0000
Phone (512) 599-4179	Phone (512) 422-3731
Fax	Fax
Suffix	Suffix
OrgName	OrgName
DeptName Public Works	DeptName
Title Director	Title Application Engineer
Email Taylor.Whichard@lagovistatexas.gov	Email wmoriarty08@gmail.com
	Firm Name Moriarty & Assoc. LLC
Make Changes Y	Make Changes Y
TxWISE Id: 12777	No Engineering TxWISE Id

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If yes, provide the SAM.gov number: DQFMET8NNL23

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Lago Vista
Colorado River
Wilson Ave
Hudson Bend
Lake Travis
Colorado River
Arkansas Bend Park
2322

Previous PIF

Previous PIF N

Project Description

Project Name Lago Vista Effluent Pond #17 Rehab plus the installation of a new effluent pond.

Project Short Desc This project involves the repair and rehabilitation of the City's Effluent Pond #17as well as the construction of an additional effluent pond.

Project Long Desc The City’s Effluent Pond #17 is the main detention facility for treated Type 2 effluent water. It is currently 20 years old, and the pit liner is in disrepair. There are several rips and tears above the freeboard, and is at risk of leaking Type 2 effluent into a stream that runs beside it, which ultimately drains into Lake Travis. The City irrigates their golf course from this effluent pond, and also pumps it up to another effluent pond. This pond was not constructed with maintenance in mind, and as a result, there are significant algae blooms that occur regularly. This has also caused severe issues with the Golf Course irrigation system.

An additional effluent pond will need to be constructed as part of this project.

This project is required by the TCEQ Wastewater Treatment Facility Expansion Rule. This rule states whenever a domestic wastewater treatment plant reaches 75 percent of the permitted daily average flow for three consecutive months, the permittee is required to initiate engineering and financial planning for expansion and/or upgrading of the treatment plant and/or collection facilities.

The estimated cost listed is to rehab and replace in-kind the existing liner as well as the construction of an additional effluent pond.

Given the environmentally sensitive location of this pond, this will prevent the City from unintentionally discharging Type 2 effluent directly into Lake Travis, and also allow for the safe removal of any algae build up that occurs

The project includes Asset Management.

What is the need for the proposed project? Please describe any current Health and Compliance Factor and/or MCL Violations and physical deficiencies. This project will prevent the inadvertent discharge of effluent into Lake Travis avoiding a public health episode.

Is the proposed project Urgent Need? N

Is the proposed project involving first time service? N

Rating Criteria POTW

A. Enforcement Action
Is the work required by a schedule that is imposed by court order, EPA administrative order, TCEQ Notice of Enforcement or Agreed Order, or participation in the TCEQ's SSO Initiative? Y

B. Unserved Area
1. Does the project involve extending service (centralized or alternative system) to populated areas of an existing developed community that are not served by a centralized collection system?
2. Has a public health official found that a nuisance dangerous to public health and safety exists resulting from water supply and sanitation problems in the area to be served by the proposed project?

Only the most recent letters (last ten (10) years) will be accepted. To determine your local designated public health official, you can search a list of public health officials.

If "Yes," attach a letter from a Designated Agent licensed by the TCEQ or a registered sanitarian from the Texas Department of State Health Services that documents the nuisance. Y
3. If the proposed project is providing service to areas currently using on-site sewage facilities (OSSF), please provide the number of on-site systems to be removed from service.

C. Watershed Protection Plan
Is a water body impacted by the proposed project listed in a Watershed Protection Plan that is under development or has been accepted by the TCEQ or TSSWCB?

If "Yes," attach the cover page, table of contents, and highlighted page(s) from the plan that clearly identify(ies) the water body and how the project will implement an element of the plan.

Please visit the Texas State Soil and Water Conservation Board site for a detailed list of Watershed Protection Plans. Y

D. Innovative and Alternative
1. Will the project include innovative or alternative collection or treatment technology, as defined below?

• Alternative Technology Proven wastewater management techniques that provide for the reclaiming and reuse of water, productively recycle wastewater constituents, or recover energy. Specifically, alternative technology includes land application of effluent and sludge, aquifer recharge, aquaculture, direct reuse, horticulture, revegetation of disturbed land, containment

ponds, sludge composting and drying prior to land application, self-sustaining incineration, methane recovery, individual and onsite systems, and small diameter pressure and vacuum sewers and small diameter gravity sewers carrying partially or fully treated wastewater.

• Innovative Technology Nonconventional methods of treatment, such as rock reed, root zone, ponding, irrigation, or other technologies, which represent a significant advance in the state of the art. Y

2. For stormwater projects required under an NPDES permit, will the proposed project treat or minimize urban stormwater pollution discharges using any of the following innovative approaches: decentralized or distributed stormwater controls; low impact development technologies and nonstructural approaches; stream buffers; wetland restoration and enhancement; actions to minimize the quantity of and direct connections to impervious surfaces; or soil, vegetation, or other permeable materials?

Note: Stormwater projects that are not specifically part of a NPDES permit may be considered NPS projects. For additional information, contact Financial Assistance, (512) 463-0991, financial_assistance@twdb.texas.gov.

E. More Stringent Effluent Limits

Does the project involve more stringent permit limitations? This can include conversion to a no-discharge or partial reuse facility to avoid a higher level of treatment.

If “Yes,” attach a copy of the new discharge permit or a letter from the TCEQ stating the new limits. Y

F. Regional Projects

1. Does the project result in removing one or more existing WWTPs from service, thereby reducing the number of plant outfalls?

2. Is the project a trunk sewer that will convey wastewater from a plant that will be removed from service to an existing treatment plant?

3. Is the project a trunk sewer to an existing or developing area that will convey wastewater to an existing WWTP, thereby avoiding the construction of a separate treatment facility?

4. Will the project expand an existing regional facility to receive flow from another community rather than create or continue use of a separate wastewater treatment facility?

G. Will a majority of the funds being requested from the SRF for the project be used to implement measures to reduce the demand for publically owned treatment works capacity through water conservation, efficiency, or reuse? Y

If yes, please explain. This project will facilitate the use of reclaimed water and reduce demand.

H. For a qualified nonprofit entity only, (an entity having Federal tax-exempt status), will a majority of the funds being requested from the SRF for the project be used to implement assistance to

owners and operators of small and medium publicly owned treatment works to either (a) plan, develop, and obtain financing for eligible CWSRF projects, including planning, design, and associated preconstruction activities; or (B) assist such treatment works in achieving compliance with the Federal Water Pollution Control Act (FWPCA)? N

I. Wastewater Treatment Plant Parameters

1. Does the project result in abandoning or relieving a WWTP and diverting flow to another facility? N

WWTP Name Lago Vista WWTP

TCEQ Permit # WQ0011752001

NPDES # TX0069302

No-Discharge Facility? Y

	Current Permit Limits	Proposed Permit Limits
Average Daily Flow (million gallons/day - MGD)	0.75	1.00
Peak 2-Hour Flow (gallons/min - gpm)	no value	no value
CBOD/BOD (mg/l)	10.00	10.00
TSS (mg/l)	15.00	15.00
Chlorination (mg/l)	1.00	1.00
Nitrogen (mg/l)	no value	no value
Phosphorus (mg/l)	no value	no value
DO (mg/l)	no value	no value
Dechlorination (mg/l)	no value	no value
Status of Permit Application	Active	Future

Jon Niermann, *Chairman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
Kelly Keel, *Executive Director*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

November 1, 2024

CERTIFIED MAIL 9489 0090 0027 6008 0852 43
RETURN RECEIPT REQUESTED

The Honorable Kevin Sullivan
Mayor of Lago Vista
5803 Thunderbird Street
Lago Vista, Texas 78645

Re: Notice of Enforcement for Compliance Investigation at:
Lago Vista Wastewater Treatment Plant, located 21001 Seminole Drive, Lago Vista, Texas 78645, Regulated Entity No.: 101609683, TCEQ ID No.: WQ0011752001, Investigation No.: 2021186

Dear Mayor Sullivan:

On September 11, 2024, Michael Tucker of the Texas Commission on Environmental Quality (TCEQ) Austin Region Office conducted an investigation of the above-referenced regulated entity to evaluate compliance with applicable requirements for wastewater. During this investigation, certain outstanding alleged violations were documented. Enclosed is a summary which lists the investigation findings. Additional recommended corrective actions may be provided by the Enforcement Division.

In the listing of the alleged violations, we have cited applicable requirements, including TCEQ rules. Please note that both the rules themselves and the agency brochure entitled *Obtaining TCEQ Rules* (GI 032) are located on our agency website at http://www.tceq.state.tx.us for your reference. If you would like a hard copy of this brochure mailed to you, you may call and request one from either the Austin Region Office at (512) 339-2929 or the Central Office Publications Ordering Team at 512-239-0028

One or more of the violations documented during the subject investigation includes unauthorized activity and you are hereby advised that continued operation is not authorized.

Also, please be advised that the Legislature has granted enforcement powers to the TCEQ to carry out its mission to protect human health and the environment. Due to the apparent seriousness of the alleged violations, formal enforcement action has been initiated, and additional violations may be cited upon further review. We encourage you to immediately begin taking actions to address the outstanding alleged violations.

In responding with prompt corrective action, the administrative penalty to be assessed may be limited.

The Commission recognizes that the great majority of the regulated community wants to prevent pollution and to comply with environmental laws. We dedicate considerable resources toward making voluntary compliance achievable. But where compliance has not been met it is

Summary of Investigation Findings

CITY OF LAGO VISTA WWTP **Investigation # 2021186**

Investigation Date: 09/11/2024

, TRAVIS COUNTY,

Additional ID(s): R11752001
WQ0011752001

OUTSTANDING ALLEGED VIOLATION(S) ASSOCIATED TO A NOTICE OF ENFORCEMENT

Track No: 896042 **Compliance Due Date: To Be Determined**
30 TAC Chapter 305.125(5)

PERMIT WQ0011752001, OPERATIONAL REQUIREMENT NO. 1

Alleged Violation:

Investigation: 2021186 Comment Date: 10/21/2024

Failed to properly operate and maintain the facility. Specifically, pond 14 is nonoperational due to leak.

Recommended Corrective Action: Submit documentation demonstrating that pond 14 has been repaired and returned to service.

Additional technical requirements may be required by the TCEQ Enforcement Division.

Track No: 896044 **Compliance Due Date: To Be Determined**
30 TAC Chapter 305.125(5)

PERMIT WQ0011752001, SPECIAL PROVISION NO. 3
PERMIT WQ0011752001, OPERATIONAL REQUIREMENT NO. 1
PERMIT WQ0011752001, SPECIAL PROVISION NO. 25
PERMIT WQ0011752001, SPECIAL PROVISION NO. 10

Alleged Violation:

Investigation: 2021186 Comment Date: 10/21/2024

Failed to properly operate and maintain the facility. Specifically, the "Cedar Breaks" disposal site is not being operating as required. An estimated 25-50% of the water cannons are not functioning. Additionally, the water cannons are not being regularly rotated by staff. These issues have caused the death of the required crop by over watering.

Recommended Corrective Action: Submit documentation demonstrating that all of the Cedar Break's water cannons have been evaluated, and repaired or replaced as necessary, and returned to service. Submit documentation demonstrating that the facility is being operated as intended. Specifically, demonstrate that water cannons are being rotated as designed to prevent over watering.

Additional technical requirements may be required by the TCEQ Enforcement Division.

Track No: 896051 **Compliance Due Date: To Be Determined**
30 TAC Chapter 305.125(11)(B)
30 TAC Chapter 319.7(c)

PERMIT WQ0011752001, MONITORING REQUIREMENT NO. 1

Alleged Violation:

Investigation: 2021186 Comment Date: 10/21/2024

Failed to conduct effluent monitoring or maintain records. Specifically, effluent monitoring records for the 12 months preceding the investigation were requested on September 25, 2024, October 4, 2024, October 7, 2024, and October 9, 2024 and no response was received.

Recommended Corrective Action: Submit three consecutive months of compliant effluent monitoring records.

Additional technical requirements may be required by the TCEQ Enforcement Division.

Summary of Investigation Findings

CITY OF LAGO VISTA WWTP **Investigation # 2021186**

Investigation Date: 09/11/2024

, TRAVIS COUNTY,

Additional ID(s): R11752001
WQ0011752001

ALLEGED VIOLATION(S) NOTED AND RESOLVED

Track No: 883780

30 TAC Chapter 217.203(d)(1)
30 TAC Chapter 217.203(e)
30 TAC Chapter 305.125(1)
30 TAC Chapter 305.125(5)

PERMIT WQ0011752001, Operational Requirements No. 1

Alleged Violation:

Investigation: 1976188 Comment Date: 06/25/2024

Failure to properly operate and maintain the WWTF and all of its systems of collection, treatment, and disposal. Specifically, the pond liner for the WWTF's Cedar Breaks Effluent Storage Pond failed. Type II treated effluent from the pond was leaking into the underdrain system and discharging into a natural drainage channel and subsequently into Lake Travis.

Investigation: 2021186 Comment Date: 10/21/2024

Failure to properly operate and maintain the WWTF and all of its systems of collection, treatment, and disposal. Specifically, the pond liner for the WWTF's Cedar Breaks Effluent Storage Pond failed.

Recommended Corrective Action: Submit adequate documentation demonstrating that the existing pond liner has been repaired or replaced with a pond liner meeting the requirements established under 30 Texas Administrative Code (TAC), Chapter 217.203(d)(1) and 30 TAC, Chapter 217.203(e).

Resolution: Repairs to the Cedar Breaks effluent storage pond liner were observed during the investigation.

TCEQ EXIT INTERVIEW FORM: Potential Violations and/or Records Request							
Regulated Entity/Site Name	Lago Vista Wastewater Treatment Plant (WWTP)				**TCEQ Add. ID No. RN No (optional)**	WQ0011752001	
Investigation Type	Complaint	**Contact Made In-House (Y/N)**	Y	**Purpose of Investigation**	Water Quality Complaint Investigation		
Regulated Entity Contact	Mr. Jose Munoz, Lead Operator			**Telephone No.**	512-297-0828	**Date Contacted**	
	City of Lago Vista			**FAX #/Email address**	Jose.munoz@lagovistatexas.gov	**FAX/Email date**	07/28/2023

NOTICE: The information provided in this form is intended to provide clarity to issues that have arisen during the investigation process between the TCEQ and the regulated entity named above and *does not represent final TCEQ findings related to violations*. Any potential or alleged violations discovered after the date on this form will be communicated to the regulated entity representative prior to the issuance of a notice of violation or enforcement. Conclusions drawn from this investigation, including additional violations or potential violations discovered (if any) during the course of this investigation, will be documented in a final investigation report.

Issue		**For Records Request, identify the necessary records, the company contact and date due to the agency. For Alleged and Potential Violation issues, include the rule in question with the clearly described potential problem. Other type of issues: fully describe.**	
No.	**Type[1]**	**Rule Citation (if known)**	**Description of Issue**
1	AV	Tex. Water Code 26.121(1); 30 TAC 305.125(1); Permit Conditions No. 2(g) (Page 9) and Permit Operational Requirements No. 1 (page 12)	Failure to prevent unauthorized discharge. Treated wastewater from the WWTP's 17th Fairway Effluent Pond had discharged from a failed effluent force main into a stormwater conveyance channel located on the south/southeast side of the effluent pond. The conveyance channel then flows down to Lake Travis/the Colorado River. According to the operations staff, the discharge began at approximately 10:30 am on July 18, 2023, and continued until 11:00am on July 18, 2023. Treated effluent was also observed to be flowing from a big black pipe and two white PVC pipes located on the opposite side of the conveyance channel from where the effluent force main discharge had occurred. The treated wastewater was observed to be flowing all the way down the stormwater conveyance channel and into Lake Travis. According to the entity, the discharge from the pipes was due to the effluent pond's liner failing. The entity stated that the pond's leak detection system had been plumbed so that the effluent from the leak detection system would flow into the conveyance channel. They stated that they had installed a sump pump in a manhole associated to the leak detection system so that the wastewater in the leak detection system would flow back into the effluent holding pond. **Corrective Actions:** **1.** Submit documentation demonstrating the unauthorized discharge from the black pipe and two white PVC pipes has been stopped. **2.** Submit documentation demonstrating that the City has completed the necessary corrective actions to prevent additional effluent discharges from the effluent force main and the big black pipe and two PVC pipes.

2	AV	30 TAC 217.203(d)(1); 30 TAC 217.203(e); 30 TAC 305.123(1); 30 TAC 305.125(5); Permit: Operational Requirements No. 1 (Page 12); and Permit: Special Provisions No. 16 (Page 36)	The pond liner for the WWTP's 17th Fairway Effluent Pond failed. It was observed that wastewater from a manhole associated with the pond's leak detection system was being pumped back into the pond. **Corrective Actions:** **1.** Submit documentation demonstrating that the existing pond liner has been repaired or replaced with a pond liner meeting the requirements established under 30 Texas Administrative Code (TAC), Chapter 217.203(d)(1) and 30 TAC, Chapter 217.203(e). **2.** Submit documentation demonstrating that the effluent in the pond's leak detection system has been removed and properly disposed of.
3	RR	30 TAC 305.125(1) and Permit: Monitoring Requirements No. 7.a (Page 7)	An unauthorized discharge was observed to be flowing continuously from the big black pipe and two white PVC pipes associated to the WWTP's 17th Fairway Effluent Pond into Lake Travis. The TCEQ investigators observed that the effluent was still flowing into the lake at 12:38 pm on July 18, 2023. The Water Quality Noncompliance Notification stated the discharge occurred from 10:30 am to 11:00 am on July 18, 2023, and discharged approximately 35,000 – 40,000 gallons. Since this discharge was observed to be continuously flowing at 12:38 pm on July 18, 2023, a new Water Quality Noncompliance form must be submitted with updated information, including the date and time that the effluent stopped discharging into the lake and an updated discharge amount. **The updated non-compliance notification form needs to be submitted not later than August 11, 2023.**
4	RR		Please send copies of completed non-compliance notification forms for all unauthorized discharges that have occurred between January 2022 and July 2023.
5	O	Permit; Special Provisions No. 21 (Page 36)	The pond liner for the WWTP's 17th Fairway Effluent Pond had failed and effluent from the pond was entering the pond's leak detection system. This serves as a courtesy reminder that if not already done, Special Provisions No. 21 on page 36 of the permit requires for grab samples to be collected for Nitrate-N, Nitrite-N, Total Kjeldahl Nitrogen (TKN), Ammonia-Nitrogen, Phosphorous, Orthophosphate, and Fecal Coliform.

Note 1: Issue Type Can Be One or More of: AV (Alleged Violation), PV (Potential Violation), O (Other), or RR (Records Request)

Did the TCEQ document the regulated entity named above operating without proper authorization?	☐ **Yes**	☒ **No**
Did the investigator advise the regulated entity representative that continued operation is not authorized?	☐ **Yes**	☒ **No**

Document Acknowledgment. Signature on this document establishes only that the regulated entity (RE) representative received a copy of this document and associated continuation pages on the date noted. If contact was made by telephone, the document will be sent via FAX or Email to RE; therefore, the RE signature is not required.

Jamey Stone	07/28/2023		

Investigator Name (Signed &Printed)	Date	Regulated Entity Representative Name (Signed & Printed)	Date

If you have questions about any information on this form, please contact your local TCEQ Regional Office.
Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, call 512/239-3282.

White Copy: Regulated Entity Representative **Yellow Copy: TCEQ**
TCEQ 20085 (4/08)

(Note: use additional pages as necessary) **Page _____ of _____**

City of Lago Vista

Notice of Violation

TCEQ Web Access to Complaint Information

Complaint Status - Complaint 403270

Complaint Information

Complaint Tracking #: Glossary of Terms 403270

Complaint Received Date: 06/27/2023

Number Complaining: 1

Status: Glossary of Terms CLOSED

Status Date: Glossary of Terms 08/11/2023

Nature: Glossary of Terms WASTEWATER

Frequency: Glossary of Terms CURRENT

Duration: Glossary of Terms

Media: Glossary of Terms WATER

Program: Glossary of Terms WATER QUALITY - HIGH LEVEL

Priority: Glossary of Terms Within 30 Calendar Days

Effect: Glossary of Terms GENERAL

Receiving Water Body: Glossary of Terms

Regulated Entity: Glossary of Terms RN101609683 CITY OF LAGO VISTA WWTP

Customer: Glossary of Terms CN600622849 CITY OF LAGO VISTA

Location: Glossary of Terms LOCATED W OF COUNTRY CLUB DRIVE AND LAGO VISTA GOLF COURSE ON THE E SHORE OF LAKE TRAVIS APPROX 5 M W OF JONESTOWN

County: Glossary of Terms TRAVIS

Complaint Description, Comment and Action

Description: Effluent from WWTP has odor and mold.

Comment: More information will be available upon approval of the investigation report.

Action Taken: This complaint has been assigned and will be further investigated by an Environmental Investigator.

Investigation Information

Investigation #: Glossary of Terms 1918374

Date of Investigation: Glossary of Terms 07/18/2023

Media/Program

Media Program

WATER WASTEWATER

Notice of Violation(NOV)/Notice of Enforcement (NOE) Information

Type: Notice of Violation (NOV) Glossary of Terms

NOV Date: 09/06/2023

Violations List

Status Date Abbreviated Description Regulation Specific Citation

ACTIVE 08/14/2023 Failure to prevent an unauthorized discharge. 2D TWC Chapter 26, SubChapter A 26.121(a)(1)

ACTIVE 08/14/2023 Failure to prevent an unauthorized discharge. 30 TAC Chapter 305, SubChapter F 305.125(1)

ACTIVE 08/15/2023 The pond liner for the WWTP's 17th Fairway Effluent Pond failed. 30 TAC Chapter 217, SubChapter H 217.203(d)(1)

ACTIVE 08/15/2023 The pond liner for the WWTP's 17th Fairway Effluent Pond failed. 30 TAC Chapter 217, SubChapter H 217.203(e)

ACTIVE 08/15/2023 The pond liner for the WWTP's 17th Fairway Effluent Pond failed. 30 TAC Chapter 305, SubChapter F 305.125(1)

ACTIVE 08/15/2023 The pond liner for the WWTP's 17th Fairway Effluent Pond failed. 30 TAC Chapter 305, SubChapter F 305.125(5)

ACTIVE 08/25/2023 Failed to properly report the non-compliance period (including exact dates and times) and compliance status on the 5-day non-compliance notification form. 30 TAC Chapter 305, SubChapter F 305.125(1)

LAKE TRAVIS WATERSHED DATA REPORT

March 2019



The Meadows Center for Water and the Environment
Texas State University

Texas Stream Team

EPA United States Environmental Protection Agency

Texas State University San Marcos
The rising STAR of Texas



The preparation of this report was prepared in cooperation with, and financed through, grants from the Texas Commission on Environmental Quality and the U.S. Environmental Protection Agency.

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INTRODUCTION

Texas Stream Team (TST) is a volunteer-based citizen science water quality monitoring program. Citizen scientists collect surface water quality data that may be used in the decision-making process to promote and protect a healthy and safe environment for people and aquatic inhabitants. Citizen scientist water quality monitoring occurs at predetermined monitoring sites, at roughly the same time of day each month. Citizen scientist water quality monitoring data provides a valuable resource of information by supplementing professional data collection efforts where resources are limited. The data may be used by professionals to identify water quality trends, target additional data collection needs, identify potential pollution events and sources of pollution, and to test the effectiveness of water quality management measures. TST citizen scientist data is not used by the state to assess whether water bodies are meeting the designated surface water quality standards. Citizen scientists use different methods than the professional water quality monitoring community. TST does not utilize those methods due to higher equipment costs, training requirements, and stringent laboratory procedures that are required of the professional community. However, the data collected by TST provides valuable records, often collected in portions of a water body that professionals are not able to monitor frequently or monitor at all. This long-term data set is available and may be considered by the surface water quality professional community to facilitate management and protection of Texas water resources. For additional information about water quality monitoring methods and procedures, including the differences between professional and volunteer monitoring, please refer to the following sources:

- Texas Stream Team Volunteer Water Quality Monitoring Manual
- Texas Commission on Environmental Quality (TCEQ) Surface Water Quality Monitoring Procedures

The information that TST citizen scientists collect is covered under a TCEQ-approved Quality Assurance Project Plan (QAPP) to ensure that a standard set of methods are used. All data used in watershed data reports are screened by TST for completeness, precision, and accuracy, in addition to being scrutinized for data quality objectives and with data validation techniques.

The purpose of this report is to provide analysis of data collected by TST citizen scientists. The data presented in this report should be considered in conjunction with other relevant water quality reports in order to provide a holistic view of water quality in this water body. Such sources include, but are not limited to, the following potential resources:

- Texas Surface Water Quality Standards
- Texas Integrated Report for Clean Water Act Sections 305(b) and 303(d)
- Texas Clean Rivers Program (CRP) partner reports
- TCEQ Total Maximum Daily Load (TMDL) reports
- TCEQ and Texas State Soil and Water Conservation Board Nonpoint Source Programs funded reports, including Watershed Protection Plans (WPPs)

Questions regarding this watershed data report should be directed to TST at (512) 245-1346.

WATERSHED LOCATION AND PHYSICAL DESCRIPTION

Lake Travis Location and Physical Description

Located in the Texas Hill Country, the Lake Travis watershed, including the Pedernales River and lakes Travis and Marble Falls, is approximately 1,830 square miles. Mansfield Dam (originally Marshall Ford Dam) and Lake Travis are in the Colorado River Basin in Travis County, 12 miles northwest of Austin on the Colorado River at river mile 318.0. Lake Travis also extends into Burnet and Llano counties (Texas Water Development Board 1964). The watershed lies within the Edwards Plateau, a region distinguished by rocky terrain and clear perennial streams. Growth and development have dramatically changed the landscape in the region over the past 20 years. Runoff is partly regulated by Buchanan Reservoir and other reservoirs upstream (TWDB 1964). Mansfield Dam impounds Lake Travis on the Colorado and Pedernales rivers in western Travis County. The reservoir, which is about 18,929 surface acres, originally was designed to contain floodwaters. It is one of the clearest reservoirs in Texas and is a popular recreation destination.

Lake Marble Falls Location and Physical Description

Formed in 1951 by the construction of Max Starcke Dam, Lake Marble Falls is the 4th lake (and newest lake) in the Highland Lakes string of lakes on the Colorado River in the central Texas Hill Country near the town of Marble Falls about 45 miles northwest of Austin. With a surface area of 545 acres, it is the smallest reservoir in the chain of Highland Lakes. Lake Marble Falls is a normally constant level lake and is popular for recreation. Most of the property bordering Lake Marble Falls is privately owned. Lake Marble Falls is used for generating hydroelectric power.

Pedernales River Location and Physical Description

The Pedernales River flows 106 miles through Texas Hill Country, being an important tributary of the Colorado River. The headwaters of the Pedernales are spring-fed and originate in southeastern Kimble County. The river flows in an easterly direction through Gillespie County, into Blanco County and ultimately into the Colorado River in Travis County. Overall, the main channel of the river passes through four counties with a drainage area of more than 819,200 acres. The Pedernales catchment area extends into eight counties, with the river having a number of important tributaries along its reach. Most of the tributaries are highly intermittent, but there are several perennial streams that provide important surface water to the main stem (TNC 2007). There are 19 rare plant species found in the watershed, 34 fish species, at least six species of salamander and numerous other insects and larvae residing in and around the river (LCRA 2012). The region is home to a wide array of plant and wildlife species, including 118 species found nowhere else in the world (TNC 2007). The river consists of a mixture of riffles, pools and runs, providing an important variety of habitats for aquatic species. The Pedernales River is an important source of water to Lake Travis of the Highland Lakes chain of lakes. Lake Travis supplies the City of Austin and many other downstream municipalities along the Colorado River as the sole source of potable water. Approximately 23 percent of the annual inflow to Lake Travis is from the Pedernales River. Maintaining environmental flows down to the Gulf of Mexico from the Colorado River is dependent on inflows from the Pedernales River (Wierman et. al 2017).

Physiography and Topography (after LCRA, 2000)

The Edwards Plateau is a physiographic region occupying about 35,900 square miles of Central and West Central Texas. Combined with the High Plains to the northwest, it makes up the southernmost extent of the Great Plains physiographic province of the United States. The central and western portions of the Edwards Plateau exhibit little relief, except along major stream valleys, and the plateau merges almost imperceptibly into the High Plains region to the northwest. The prominent Balcones Escarpment, which rises several hundred feet above the West Gulf Coastal Plain, forms the arc-shaped southeastern margin of the Edwards Plateau. Headward erosion of the streams flowing across the Edwards Plateau toward the Balcones Escarpment has dissected the southeastern part of the plateau, forming the subregion known as the Balcones Canyonlands. The resulting terrain is generally known as the Texas Hill Country, being characterized by steep canyons, narrow divides, and high gradient streams. The Pedernales River valley is the northernmost watershed of the Balcones Canyonlands, being bounded on the north by the Llano Uplift region. Plateau elevations in the study area increase from about 900 feet msl (above mean sea level) at the southeast end of the Pedernales River valley to about 2,200 feet msl at the west end. Valley bottom elevations increase from about 700 feet msl at the Pedernales River's confluence with the Colorado River to about 2,100 feet msl at the river's headwaters.

Geology

The major geologic structure to make note of is the Llano Uplift. Perhaps the most well-known portion of the Llano Uplift is the Pedernales Falls, located in the Pedernales Falls State Park, where the river drops 15.24 meters over a 914.4 meter stretch of layered, step-down limestone formations (Texas Parks and Wildlife Department). The climate in this area is subtropical, which consists of hot summers and dry winters. The Pedernales River area flows through rocky, rugged terrain where the ground typically rises far above the river valley. Owing to this geomorphology, the Pedernales River is well-known for rapid flash flooding because of the steep sloping drainage. The upper reaches of the Pedernales River are often dry, with the majority of the water located in the lower reaches (Lower Colorado River Authority, 2000). The geologic units exposed in the study area range in age from Paleozoic to Quaternary. Pennsylvanian-age Marble Falls limestone crops out along both banks of the river upstream of PFSP and is the geologic unit underlying the falls at the park (Barnes, 1982; Barnes, 1982a; and Barnes, 1963). This unit generally dips to the southeast at approximately 10 degrees. The Marble Falls is dark-gray limestone containing large crinoid fossil columnar. Caves are present on both sides of the river near the western boundary of PFSP indicating some karst development. The main unit underlying the Marble Falls are the rocks of the Ordovician-age Ellenburger Group, a group of limestone and dolomite units. Numerous southwest/northeast trending parallel faults have been mapped, but do not appear to propagate up into the Marble Falls (Wierman et al. 2017).

Ecoregion and Climate

Lake Travis and the Pedernales River are located within the Edwards Plateau Woodland, Llano Uplift, and Balcones Canyonlands Ecoregions (USEPA 2004). For the most part, the area is characterized by juniper-oak savanna and mesquite-oak savanna, housing soils that are mostly mollisols (Griffith, Bryce, Omernik, & Rogers, 2007). The fine, sandy to clay loams of the surrounding watershed also supports the ashe juniper, bald cypress, mesquite, and grasses characteristic of the Hill Country. The watershed supports a

variety of fish and wildlife as well. According to Texas Parks and Wildlife, fish commonly caught in Pedernales River includes catfish, perch, carp, and bass. Common wildlife inhabitants include coyotes, armadillos, white-tailed deer, skunks, opossums, rabbits, and raccoons. Common birds sighted in the area include herons, ravens, doves, quail, roadrunners, western scrub jays, wild turkeys, owls, and the endemic rufous-crowned sparrow (Texas Parks and Wildlife Department). Lake Travis is located within the approximate boundary of the Subtropical Subhumid and Subtropical Humid climate zones (Larkin and Bomar, 1983). According to data collected from 1971 to 2000, Lake Travis receives an approximate average annual precipitation amount of 30.01-35.00 inches (NOAA 2002). Climate variability in this region is dramatic. During 1991, the annual precipitation was approximately 40-50 inches. During 1996, the annual precipitation was approximately 20-30 inches. The gross lake surface evaporation average annual rate, 1950-79, was approximately 63-65 inches. Lake Travis and the Pedernales River are at a cross-roads as rapid growth in the Austin region spreads west into the Hill Country and extended droughts and potential climate change reduce rainfall, recharge, and springflow, negatively affecting the river's character and health (Weirman et al. 2017). Parts of this biologically diverse region and its threatened karst ecosystems have been thoughtfully conserved by more Habitat Conservation Plans than any other part of the US (Roberts 2012).

Land Cover

Land cover, particularly developed land use, plays a role in determining water quality, and both storm flow and base flow. Increased impervious cover, septic systems, organized sewage treatment, and non-point source pollution can impact water quality. The basin was primarily forest and shrub land in 2011, with a lesser amount of grassland. Most land use within the Open Space category is classified as "commonly includ(ing) large-lot single-family housing units, parks, golf courses, and vegetation planted in developed settings for recreation, erosion control, or aesthetic purposes" (MRLC 2011). As stated in the Regional Water Quality Plan (2005), "various published and unpublished reports and in unpublished data compilations, the City of Austin has indicated that physical and biological degradation of streams begins to occur at between five and eighteen percent (5-18 percent) impervious cover". Therefore, it is expected that there is some degradation occurring from the "Developed, Open Space" land use areas, but these areas make up a small portion of the watershed. Land use and surficial geology are closely linked in the watershed. Developed and cultivated crops areas closely mirror the areas of surficial Hensel Sand. The sandy nature of the soils developed on the Hensel are tillable and suitable for crops. The large areas of surficial carbonate rocks (Edwards and Glen Rose) contain very shallow rocky soils unsuitable for most cultivated crops and are generally left in shrub and forest lands (Weirman et al. 2017).

Lower Colorado River Authority (LCRA): Colorado River Watch Network (CRWN)

The LCRA Colorado River Watch Network (CRWN) is a partner program of Texas Stream Team. As such, CRWN has their own set of procedures and quality system for their citizen monitoring program. For more information on CRWNs data collection procedures please visit the LCRA website. As an independent entity, which does not receive funding from the TCEQ or Texas State University, CRWN manages volunteers, conducts trainings, manages data, and supplies equipment for volunteers within the Colorado River Watershed. However, Texas Stream Team has chosen to include CRWN data information in this Data Report based on the following points: CRWN is considered as a part of the Texas Stream Team

monitoring network, CRWN data is included in the Texas Stream Team database, and CRWN volunteers and state-funded staff are counted as match for the Texas Stream Team grant project.

Endangered Species and Conservation Needs

The Pedernales is valued as a relatively pristine river in Central Texas, with important intact habitats providing shelter for a number of threatened and endangered species. Common names of species listed as rare, threatened, or endangered, under the authority of Texas state law and/or under the US Endangered Species Act, within the counties of Blanco, Burnet, Gillespie, Hays and Travis, include:

Table 1: Rare, threatened and endangered species located within the study area

ARACHNIDS	Bandit cave spider
	Bee Creek Cave harvestman
	Bone Cave harvestman
	Tooth Cave pseudoscorpion
	Tooth Cave spider
	Warton's Cave meshweaver
AMPHIBIANS	Austin blind salamander
	Barton Springs salamander
	Blanco blind salamander
	Blanco River Springs salamander
	Jollyville Plateau salamander
	Pedernales River Springs salamander
	San Marcos salamander
	Texas blind salamander
BIRDS	American peregrine falcon
	Arctic peregrine falcon
	Bald eagle
	Baird's sparrow
	Black-capped vireo
	Golden-cheeked warbler
	Interior least tern
	Mountain plover
	Peregrine falcon
	Sprague's pipit
	Western burrowing owl
	Whooping crane
	Zone-tailed hawk
CRUSTACEANS	A cave obligate crustacean (*Monodella texana*)
	An anthropod (*Stygobromus russelli*)
	Balcones Cave amphipod
	Bifurcated Cave amphipod
	Ezell's Cave amphipod
	Texas cave shrimp
	Texas troglobitic water slater
FISHES	Fountain darter

	Guadalupe bass
	Headwater catfish
	Ironcolor shiner
	San Marcos gambusia
	Smalleye shiner
MAMMALS	Black bear
	Cave myotis bat
	Gray wolf
	Llano pocket gopher
	Red wolf
	Plains spotted skunk
MOLLUSKS	False spike mussel
	Golden orb
	Smooth pimpleback
	Texas fatmucket
	Texas fawnsfoot
	Texas pimpleback
REPTILES	Cagle's map turtle
	Concho water snake
	Spot-tailed earless lizard
	Texas garter snake
	Texas horned lizard
INSECTS	A mayfly (Allenhyphes michaeli)
	A mayfly (Baetodes alleni)
	Disjunct crawling water beetle
	Comal Springs dryopid beetle
	Comal Springs riffle beetle
	Edwards Aquifer diving beetle
	Flint’s net-spinning caddisfly
	Kretschmarr cave mold beetle
	San Marcos saddle-case caddisfly
	Texas austrotinodes caddisfly
	Tooth Cave blind rove beetle
	Tooth Cave ground beetle
PLANTS	Arrowleaf milkvine
	Basin bellflower
	Basin wild-buckwheat
	Big red sage
	Boerne bean
	Bracted twistflower
	Broadpod twistflower
	Buckley tridens
	Canyon rattlesnake-root
	Correll’s false dragonhead
	Edwards Plateau cornsalad
	Enquist’s sandmint

	Glass Mountains coral-root
	Granite spiderwort
	Gravelbar brickellbush
	Guadalupe beardtongue
	Hall's prairie clover
	Heller's marbleseed
	Hill Country wild-mercury
	Llano butterweed
	Low spurge
	Narrowleaf brickellbush
	Net-leaf bundleflower
	Osage Plains false foxglove
	Plateau loosestrife
	Plateau milkvine
	Rock grape
	Rock quillwort
	Scarlet leather-flower
	Small-headed pipewort
	Stanfield’s beebalm
	Sycamore-leaf snowbell
	Texabama croton
	Texas almond
	Texas amorpha
	Texas barberry
	Texas fescue
	Texas milk vetch
	Texas peachbush
	Texas Seymeria
	Texas wild rice
	Tree Dodder
	Warnock’s coralroot

WATER QUALITY PARAMETERS

Water Temperature

Water temperature influences the physiological processes of aquatic organisms, and each species has an optimum temperature for survival. High water temperatures increase oxygen-demand for aquatic communities and can become stressful for fish and aquatic insects. Water temperature variations are most detrimental when they occur rapidly, leaving the aquatic community no time to adjust. Additionally, the ability of water to hold oxygen in solution (solubility) decreases as temperature increases.

Natural sources of warm water are seasonal, as water temperatures tend to increase during summer and decrease in winter in the Northern Hemisphere. Daily (diurnal) water temperature changes occur during normal heating and cooling patterns. Man-made sources of warm water include power plant effluent after it has been used for cooling or hydroelectric plants that release warmer water. Citizen scientist monitoring may not identify fluctuating patterns due to diurnal changes or events such as power plant releases. While citizen scientist data does not show diurnal temperature fluctuations, it may demonstrate the fluctuations over seasons and years.

Dissolved Oxygen

Oxygen is necessary for the survival of organisms like fish and aquatic insects. The amount of oxygen needed for survival and reproduction of aquatic communities varies according to species composition and adaptations to watershed characteristics like stream gradient, habitat, and available stream flow. The TCEQ Water Quality Standards document lists daily minimum DO criteria for specific water bodies and presumes criteria according to flow status (perennial, intermittent with perennial pools, and intermittent), aquatic life attributes, and habitat. These criteria are protective of aquatic life and can be used for general comparison purposes.

Table 2: Daily minimum dissolved oxygen requirements for aquatic life

Aquatic Life Sub-category	Daily Minimum Dissolved Oxygen (mg/L)
Exceptional	4.0
High	3.0
Intermediate	3.0
Limited	2.0
Minimal	1.5

The DO concentrations can be influenced by other water quality parameters such as nutrients and temperature. High concentrations of nutrients can lead to excessive surface vegetation growth and algae, which may starve subsurface vegetation of sunlight, and, therefore, limit the amount of DO in a water body due to reduced photosynthesis. This process, known as eutrophication, is enhanced when the subsurface vegetation and algae die, and oxygen is consumed by bacteria during decomposition. Low DO levels may also result from high groundwater inflows due to minimal groundwater aeration, high temperatures that reduce oxygen solubility, or water releases from deeper portions of dams where DO

stratification occurs. Supersaturation typically only occurs underneath waterfalls or dams with water flowing over the top.

Specific Conductivity and Total Dissolved Solids

Specific conductivity is a measure of the ability of a body of water to conduct electricity. It is measured in microsiemens per cubic centimeter (µS/cm$_3$). A body of water is more conductive if it has more Total Dissolved Solids (TDS) such as nutrients and salts, which indicates poor water quality if they are overly abundant. High concentrations of nutrients can lower the level of DO, leading to eutrophication. High concentrations of salt can inhibit water absorption and limit root growth for vegetation, leading to an abundance of more drought tolerant plants, and can cause dehydration of fish and amphibians. Sources of TDS can include agricultural runoff, domestic runoff, or discharges from wastewater treatment plants. For this report, specific conductivity values have been converted to TDS using a conversion factor of 0.65 and are reported as mg/L.

pH

The pH scale measures the concentration of hydrogen ions on a range of 0 to 14 and is reported in standard units (su). The pH of water can provide useful information regarding acidity or alkalinity. The range is logarithmic; therefore, every 1-unit change is representative of a 10-fold increase or decrease in acidity. Acidic sources, indicated by a low pH level, can include acid rain and runoff from acid-laden soils. Acid rain is mostly caused by coal power plants with minimal contributions from the burning of other fossil fuels and other natural processes, such as volcanic emissions. Soil-acidity can be caused by excessive rainfall leaching alkaline materials out of soils, acidic parent material, crop decomposition creating hydrogen ions, or high-yielding fields that have drained the soil of all alkalinity. Sources of high pH (alkaline) include geologic composition, as in the case of limestone increasing alkalinity and the dissolving of carbon dioxide in water. Carbon dioxide is water soluble, and as it dissolves it forms carbonic acid. The most suitable pH range for healthy organisms is between 6.5 and 9.

Secchi Disk and Total Depth

The Secchi disk is used to determine the clarity of the water, a condition known as turbidity. The disk is lowered into the water until it is no longer visible, and the depth is recorded. Highly turbid waters pose a risk to wildlife by clogging the gills of fish, reducing visibility, and carrying contaminants. Reduced visibility can harm predatory fish or birds that depend on good visibility to find their prey. Turbid waters allow very little light to penetrate deep into the water, which, in turn, decreases the density of phytoplankton, algae, and other aquatic plants. This reduces the DO in the water due to reduced photosynthesis. Contaminants are most commonly transported in sediment rather than in the water. Turbid waters can result from sediment washing away from construction sites, erosion of farms, or mining operations. Average Secchi disk transparency (a.k.a. Secchi depth) readings that are less than the total depth readings indicate turbid water. Readings that are equal to total depth indicate clear water. Low total depth observations have a potential to concentrate contaminants.

E. coli Bacteria

E. coli bacteria originate in the digestive tract of endothermic organisms. The EPA has determined *E. coli* to be the best indicator of the degree of pathogens in a water body, which are far too numerous to be tested for directly, considering the amount of water bodies tested. A pathogen is a biological agent that causes disease. The standard for *E. coli* impairment is based on the geometric mean (geomean) of the *E. coli* measurements taken. A geometric mean is a type of average that incorporates the high variability found in parameters such as *E. coli* which can vary from zero to tens of thousands of CFU/100 mL. The standard for contact recreational use of a water body such as the Lake Travis Watershed is 126 CFU/100 mL. A water body is considered impaired if the geometric mean is higher than this standard.

Orthophosphate

Orthophosphate is the phosphate molecule all by itself. Phosphorus almost always exists in the natural environment as phosphate, which continually cycles through the ecosystem as a nutrient necessary for the growth of most organisms. Testing for orthophosphate detects the amount of phosphate in the water itself, excluding the phosphate bound up in plant and animal tissue. There are other methods to retrieve the phosphate from the material to which it is bound, but they are too complicated and expensive to be conducted by volunteer monitors. Testing for orthophosphate gives us an idea of the degree of phosphate in a water body. It can be used for problem identification, which can be followed up with more detailed professional monitoring, if necessary. Phosphorus inputs into a water body may be caused by the weathering of soils and rocks, discharge from wastewater treatment plants, excessive fertilizer use, failing septic systems, livestock and pet waste, disturbed land areas, drained wetlands, water treatment, and some commercial cleaning products. The effect orthophosphate has on a water body is known as eutrophication and is described above under the “Dissolved Oxygen” section.

Nitrate-Nitrogen

Nitrogen is present in terrestrial or aquatic environments as Nitrate-Nitrogen, nitrites, and ammonia. Nitrate-Nitrogen tests are conducted for maximum data compatibility with TCEQ and other partners. Just like phosphorus, nitrogen is a nutrient necessary for the growth of most organisms. Nitrogen inputs into a water body may be livestock and pet waste, excessive fertilizer use, failing septic systems, and industrial discharges that contain corrosion inhibitors. The effect nitrogen has on a water body is known as eutrophication and is described previously in the “Dissolved Oxygen” section (page 14). Nitrate-Nitrogen dissolves more readily than orthophosphate, which tend to be attached to sediment, and, therefore, can serve as a better indicator of the possibility of sewage or manure pollution during dry weather.

Texas Surface Water Quality Standards

The Texas Surface Water Quality Standards establish explicit goals for the quality of streams, rivers, lakes, and bays throughout the state. The standards are developed to maintain the quality of surface waters in Texas so that it supports public health and protects aquatic life, consistent with the sustainable economic development of the state.

Water quality standards identify appropriate uses for the state's surface waters, including aquatic life, recreation, and sources of public water supply (or drinking water). The criteria for evaluating support of those uses include DO, temperature, pH, TDS, toxic substances, and bacteria.

The Texas Surface Water Quality Standards also contain narrative criteria (verbal descriptions) that apply to all waters of the state and are used to evaluate support of applicable uses. Narrative criteria include general descriptions, such as the existence of excessive aquatic plant growth, foaming of surface waters, taste- and odor-producing substances, sediment build-up, and toxic materials. Narrative criteria are evaluated by using screening levels, if they are available, as well as other information, including water quality studies, existence of fish kills or contaminant spills, photographic evidence, and local knowledge. Screening levels serve as a reference point to indicate when water quality parameters may be approaching levels of concern.

DATA ANALYSIS METHODOLOGIES

Data Collection

The field sampling procedures are documented in TST Water Quality Monitoring Manual and its appendices, or the TCEQ Surface Water Quality Monitoring Procedures Manual, Volume 1 (August 2012). Additionally, all data collection adheres to TST's approved Quality Assurance Project Plan (QAPP).

Table 3: Sample storage, preservation, and handling requirements

Parameter	Matrix	Container	Sample Volume	Preservation	Holding Time
E. coli	Water	Sterile Polystyrene (SPS)	100	Refrigerate at 4ºC*	6 hours
Nitrate-Nitrogen/Nitrogen	Water	Plastic Test Tube	10 mL	Refrigerate at 4ºC*	48 hours
Orthophosphate/Phosphorous	Water	Glass Mixing Bottle	25 mL	Refrigerate at 4ºC*	48 hours
Chemical Turbidity	water	Plastic Turbidity Column	50 mL	Refrigerate at 4ºC*	48 hours

*Preservation performed within 15 minutes of collection.

Processes to Prevent Contamination

Procedures documented in TST Water Quality Monitoring Manual and its appendices, or the TCEQ Surface Water Quality Monitoring Procedures Manual, Volume 1 (August 2012) outline the necessary steps to prevent contamination of samples, including direct collection into sample containers, when possible. Field quality control samples are collected to verify that contamination has not occurred.

Documentation of Field Sampling Activities

Field sampling activities are documented on the field data sheet. For all field sampling events the following items are recorded: station ID, location, sampling time, date, and depth, sample collector's name/signature, group identification number, conductivity meter calibration information, and reagent expiration dates are checked and recorded if expired.

For all *E. coli* sampling events, station ID, location, sampling time, date, depth, sample collector's name/signature, group identification number, incubation temperature, incubation duration, *E. coli* colony counts, dilution aliquot, field blanks, and media expiration dates are checked and recorded if expired. Values for all measured parameters are recorded. If reagents or media are expired, it is noted and communicated to TST.

Sampling is not encouraged with expired reagents and bacteria media; the corresponding values will be flagged in the database and excluded from data reports. Detailed observational data is recorded, including water appearance, weather, field observations (biological activity and stream uses), algae cover, unusual odors, days since last significant rainfall, and flow severity. Comments related to field measurements, number of participants, total time spent sampling, and total round-trip distance traveled to the sampling site are also recorded for grant and administrative purposes.

Data Entry and Quality Assurance

Data Entry

The citizen scientists collect field data and report the measurement results on TST approved physical or electronic datasheets. The physical datasheet is submitted to the TST and local partner, if applicable. The electronic datasheet is accessible in the online Waterways Dataviewer and, upon submission and verification, is uploaded directly to the TST database.

Quality Assurance and Quality Control

All data is reviewed to ensure that they are representative of the samples analyzed and locations where measurements were made, and that the data and associated quality control data conform to specified monitoring procedures and project specifications. The respective field, data management, and quality assurance officer (QAO) data verification responsibilities are listed by task in the Section D1 of the QAPP, available on the TST website. Data review and verification is performed using a data management checklist and self-assessments, as appropriate to the project task, followed by automated database functions that will validate data as the information is entered into the database. The data is verified and evaluated against project specifications and is checked for errors, especially errors in transcription, calculations, and data input. Potential errors are identified by examination of documentation and by manual and computer-assisted examination of corollary or unreasonable data. Issues that can be corrected are corrected and documented. If there are errors in the calibration log, expired reagents used to generate the sampling data, or any other deviations from the field or *E. coli* data review checklists, the corresponding data is flagged in the database.

When the QAO receives the physical data sheets, they are validated using the data validation checklist, and then entered into the online database. Any errors are noted in an error log and the errors are flagged in the TST database. When a monitor enters data electronically, the system will automatically flag data outside of the data limits and the monitor will be prompted to correct the mistake or the error will be logged in the database records. The certified QAO will further review any flagged errors before selecting to validate the data. After validation, the data will be formally entered into the database. Once entered, the data can be accessible through the online Dataviewer.

Errors, which may compromise the program's ability to fulfill the completeness criteria prescribed in the QAPP, will be reported to the TST program manager. If repeated errors occur, the monitor and/or the group leader will be notified via email or telephone.

Data Analysis Methods

Data is compared to state standards and screening levels, as defined in the Surface Water Quality Monitoring Procedures, to provide readers with a reference point for amounts/levels of parameters that may be of concern. The assessment performed by TCEQ and/or designation of impairment involves more complicated monitoring methods and oversight than used by volunteers and staff in this report. The citizen water quality monitoring data is not used in the assessments mentioned above but are intended to inform stakeholders about general characteristics and assist professionals in identifying areas of potential concern.

Standards and Exceedances

The TCEQ determines a water body to be impaired if more than 10 percent of samples, provided by professional monitoring, from the last seven years, exceed the standard for each parameter, except for *E. coli* bacteria. When the observed sample value does not meet the standard, it is referred to as an exceedance. At least ten samples from the last seven years must be collected over at least two years with the same reasonable amount of time between samples for a data set to be considered adequate. The 2018 Texas Surface Water Quality Standards report was used to calculate the exceedances for the Lake Travis Watershed, as seen on page 20 in Table 4.

Methods of Analysis

All data collected from Lake Travis and its tributaries were exported from the TST database and were then grouped by site. Data was reviewed and, for the sake of data analysis, only one sampling event per day, per site was selected for the entire study duration. If more than one sampling event occurred per day, per site, the most complete, correct, and representative sampling event was selected.

Once compiled, data was sorted and graphed in Microsoft Excel 2010 using standard methods. Upstream to downstream trends and trends over time were analyzed using a linear regression analysis in Minitab v 15. Statistically significant trends were added to Excel to be graphed. R-squared is a statistical measure of how close the data is to the fitted regression line. 0 percent indicates that the model explains none of the variability of the response data around its mean. The p-value is the level of marginal significance within a statistical hypothesis test representing the probability of the occurrence of a given event. The cut off for statistical significance was set to a p-value of ≤ 0.05. A p-value of ≤ 0.05 means that the probability that the observed data matches the actual conditions found in nature is 95percent. As the p-value decreases, the confidence that it matches actual conditions in nature increases.

For this report, specific conductivity measurements, gathered by volunteers, were converted to TDS using the TCEQ-recommended conversion formula of specific conductivity 0.65. This conversion was made so that volunteer gathered data could be more readily compared to state gathered data. Geomeans were calculated for *E. coli* data for trends and for each monitoring site. Due to the variability, the geometric mean is used to summarize bacteria data.

Sub-segment No.	Segment Name	Description	Dissolved Oxygen (mg/L)	*E. coli* single sample (CFU/100mL)	*E. coli* geometric mean (CFU/100mL)	Water Temp (°C)	High pH (SU)	Low pH (SU)	TDS (mg/L)
1404	Lake Travis	From Mansfield Dam in Travis County to Max Starcke Dam on the Colorado River Arm in Burnet County and to a point immediately upstream of the confluence of Fall Creek on the Pedernales River Arm in Travis County, up to the normal pool elevation of 681 feet	6.0	394	126	32	9.0	6.5	400
1404A	Hamilton Creek	From the confluence with Lake Travis upstream to the headwaters near the intersection of CR 110 and Threadgill Ranch Road northwest of Burnet in Burnet County	4.0	394	126	32	9.0	6.5	400
1404B	Cow Creek	From the confluence with Lake Travis in Travis County upstream to the headwaters 3.2 km (2.0 miles) southwest of the intersection of CR 336 and CR 337 near the City of Oatmeal in Burnet County	6.0	394	126	32	9.0	6.5	400

1404C	Long Hollow Creek	From the confluence of the Cypress Creek arm of Lake Travis upstream to the headwaters 1 mile southeast of the intersection of Lime Creek Road and Fisher Hollow Trail in Travis County	6.0	394	126	32	9.0	6.5	400
1404D	Lick Creek	From the confluence with the Pedernales River arm of Lake Travis upstream to the headwaters 1.0 km (0.75 miles) northeast of the intersection of Reimers-Peacock Road and Hamilton Pool Road in Travis county	6.0	394	126	32	9.0	6.5	400
1405	Marble Falls Lake	From Max Starcke Dam in Burnet County to Alvin Wirtz Dam in Burnet County, up to normal pool elevation of 738 feet (impounds the Colorado River)	5.0	394	126	34	9.0	6.5	500
1414	Pedernales River	From a point immediately upstream of the confluence of Fall Creek in Travis County to FM 385 in Kimble County	5.0	394	126	33	9.0	6.5	525

1414A	Barons Creek	Perennial stream from the confluence with the Pedernales River up to the most northern crossing of US 87 northwest of Fredericksburg	5.0	394	126	33	9.0	6.5	525
1414B	Cypress Creek	From the confluence with the Pedernales River west of Austin to the upstream perennial portion west of Round Mountain in Blanco County	5.0	394	126	33	9.0	6.5	525
1414C	Live Oak Creek	From the confluence with the Pedernales River near Fredericksburg to the upstream perennial portion northwest of Fredericksburg in Gillespie County	5.0	394	126	33	9.0	6.5	525
1414D	Miller Creek	From the confluence with the Pedernales River near Pedernales Falls State Park to the headwaters, southwest of Johnson City in Blanco County	5.0	394	126	33	9.0	6.5	525
1414E	Heinz Creek	From the confluence with the Pedernales River in Travis County upstream to CR 962 in Blanco County	5.0	394	126	33	9.0	6.5	525

Table 4: TCEQ designated stream segments and standards, as applicable to citizen water quality data in this report (other standards may exist for these water bodies).

LAKE TRAVIS WATERSHED DATA ANALYSIS

Lake Travis Maps

Numerous maps were prepared to show spatial variation of the parameters. The parameters mapped include DO, pH, TDS, Nitrate-nitrogen, and *E. coli*. There is also a reference map showing the locations of all active sites.

Added reference points in all maps, layers showing monitoring sites, cities, counties, and major highways were included. All shapefiles were downloaded from reliable federal, state, and local agencies.

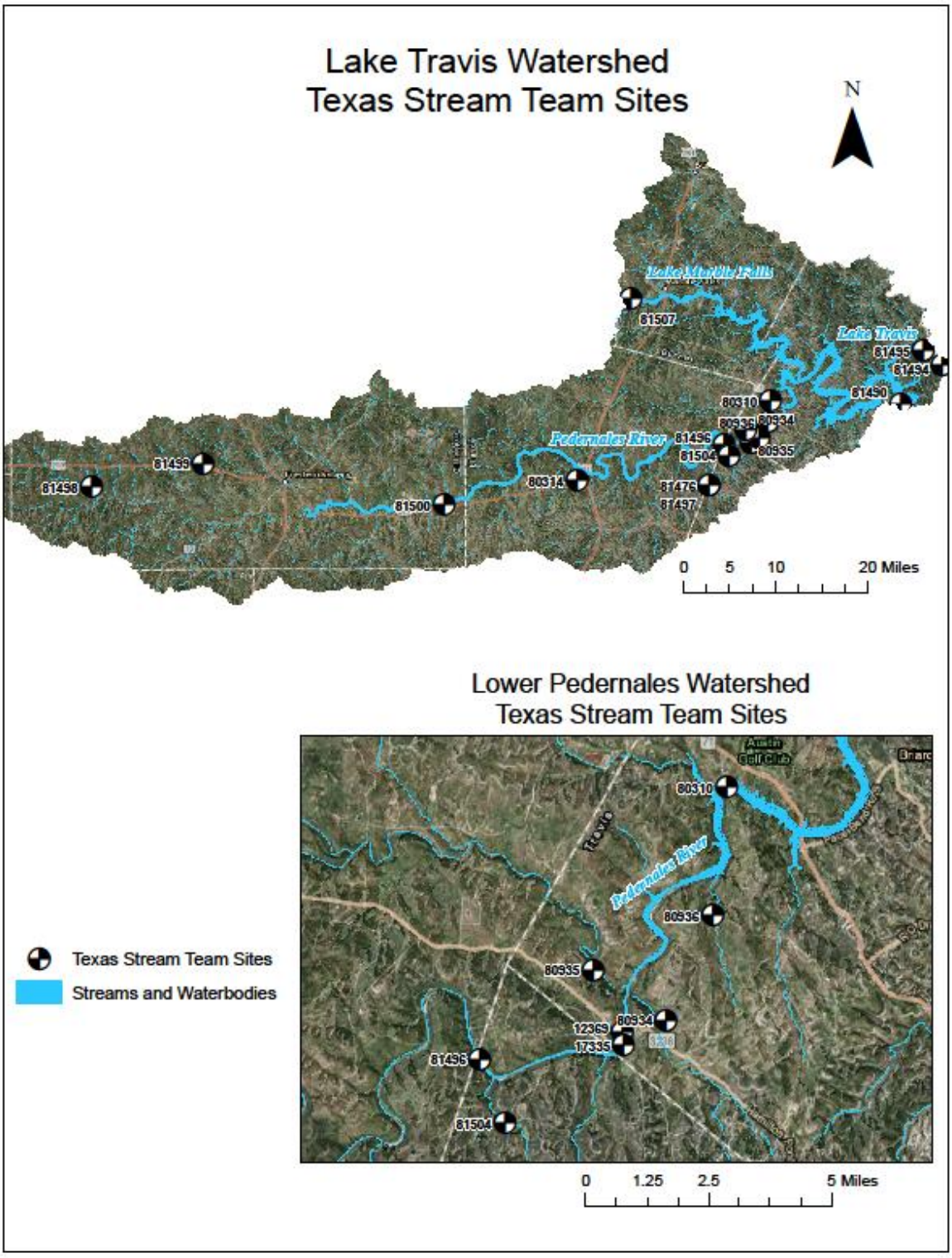


Figure 1: Lake Travis Watershed and active TST sites

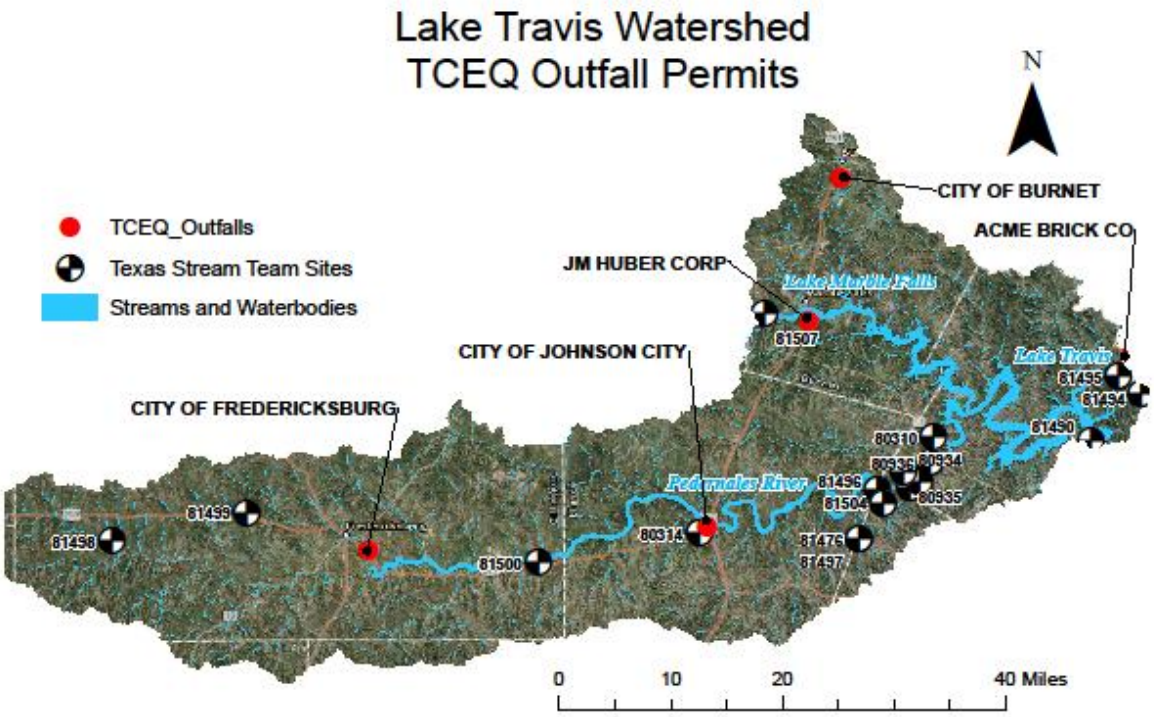


Figure 2: Lake Travis with TST sites and WWTP outfalls

Lake Travis Watershed Trends over Time

Sampling Trends over Time

Sampling within the Lake Travis Watershed began in January of 1996 and continues to this day. A total of 1715 individual monitoring events from 18 sites were analyzed. Monthly monitoring occurred on a consistent basis throughout the years.

Table 5: Descriptive parameters for all sites in the Lake Travis Watershed

Lake Travis Watershed January 1996 – September 2018				
Parameter	Number of Samples	Mean ± Standard Deviation	Min	Max
Total Dissolved Solids (mg/L)	1594	356 ± 81	130	728
Water Temperature (°C)	1709	20.6 ± 6.1	1.0	39.0
Dissolved Oxygen (mg/L)	1705	6.9 ± 1.8	0.1	14.6
pH (su)	1678	7.7 ± 0.5	6.0	9.7
E. coli (CFU/100mL)	1173	16 ± 595	1	9707
Nitrate-Nitrogen (mg/L)	1346	0.86 ± 0.35	0.06	5.00
Orthophosphate (mg/L)	97	0.63 ± 0.37	0.25	1.00

There was a total of 1715 sampling events between 1/1/1996 and 9/7/2018. Mean is listed for all parameters except for *E. coli* which is represented as the geomean.

Trend Analysis over Time

Air and Water Temperature

A total of 1707 and 1709 air and water temperatures, respectively, were collected in the Lake Travis watershed between 1996 and 2018. Water temperature exceeded the TCEQ optimal temperature of 32.2°C on 18 occurrences during this time. Air temperature varied between 1.0°C and 41.5°C.

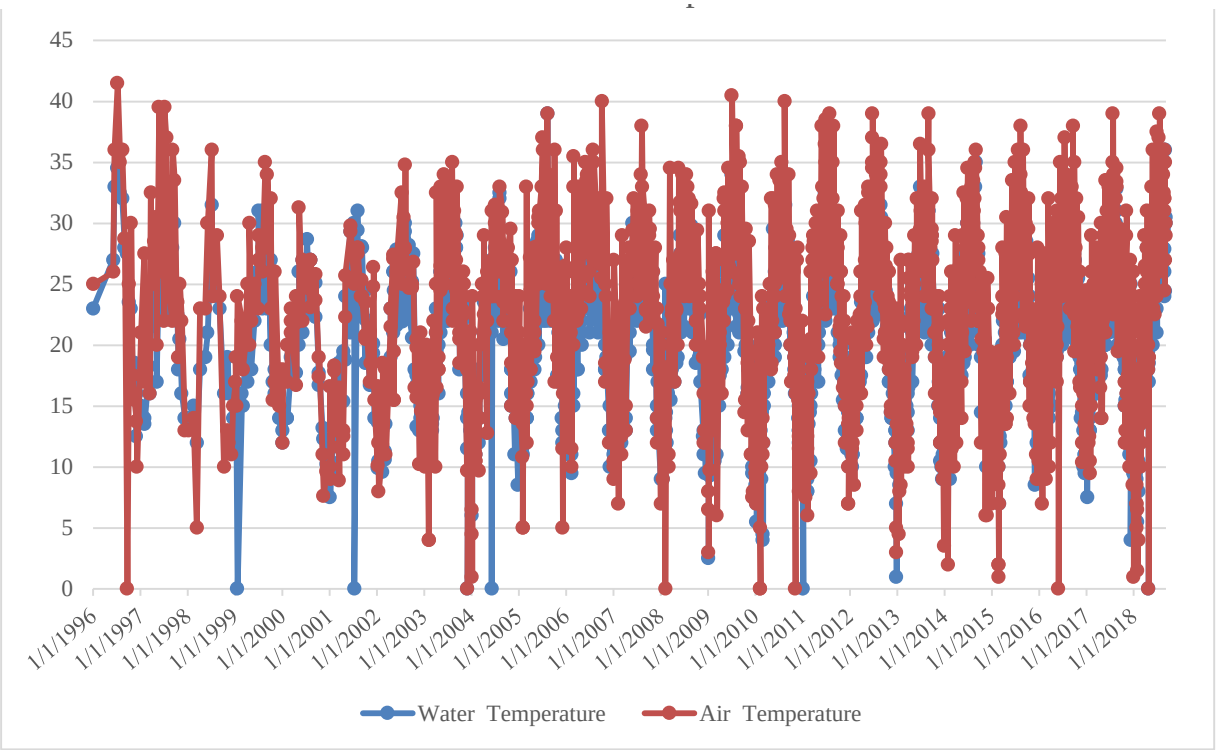


Figure 3: Air and water temperature over time at all sites within the Lake Travis Watershed

Total Dissolved Solids

Citizen scientists collected 1594 TDS samples within the watershed. The average TDS measurement for all sites was 356 mg/L.

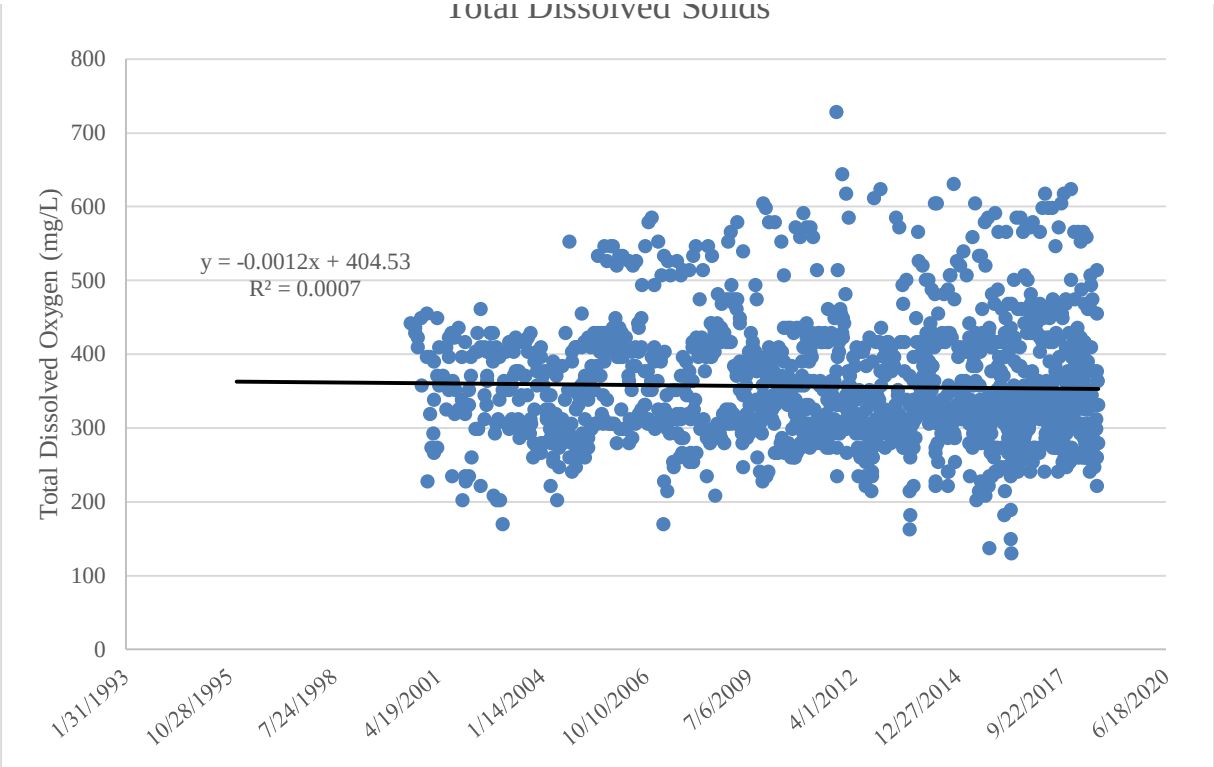


Figure 4: Total dissolved solids over time at all sites within the Lake Travis Watershed

Dissolved Oxygen

Citizen scientists collected a total of 1705 DO samples in the Lake Travis Watershed. The DO measurements were completed for 99percent of all monitoring sites. The mean DO was 6.9 mg/L and it ranged from a low of 0.07 mg/L in October and November of 2011, to a high of 14.6 mg/L in December of 2013.

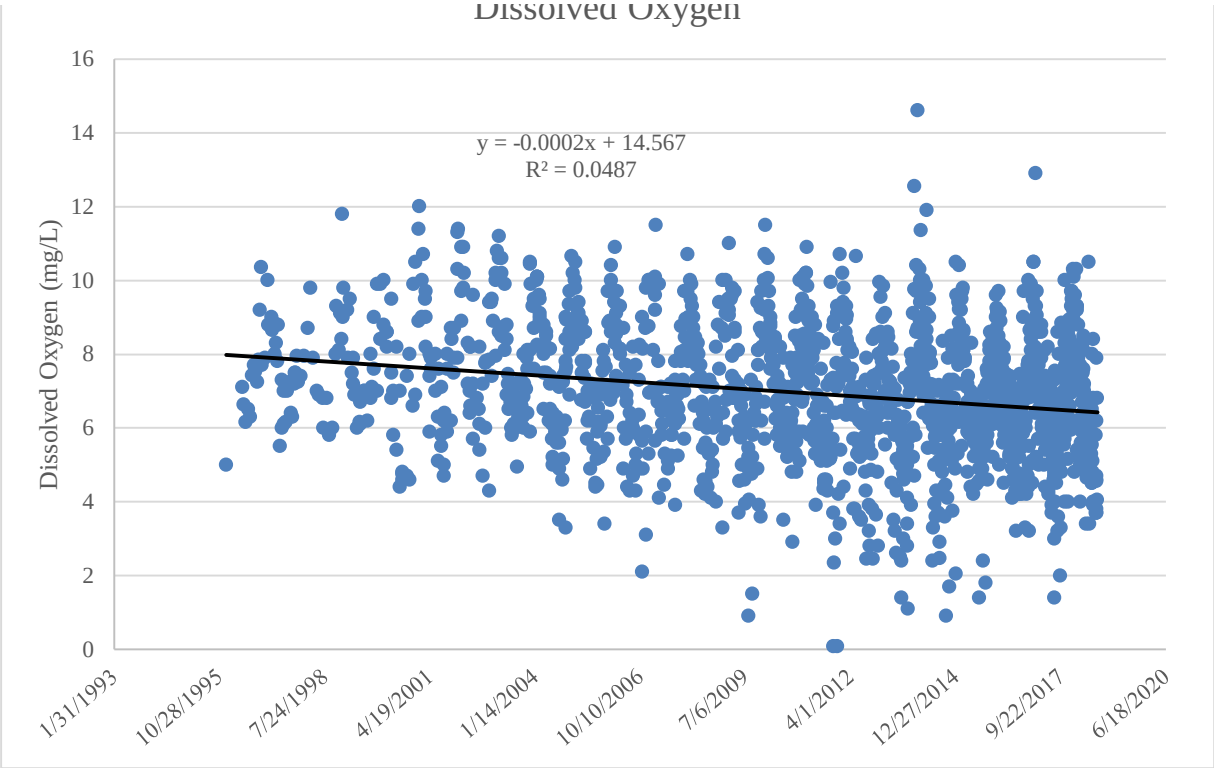


Figure 5: Dissolved oxygen and water temperature over time at all sites in the Lake Travis Watershed

pH

The pH was measured for 98 percent of all sampling events in the watershed. The mean pH was 7.7 and it ranged from 6.0 to 9.7 for all sites.

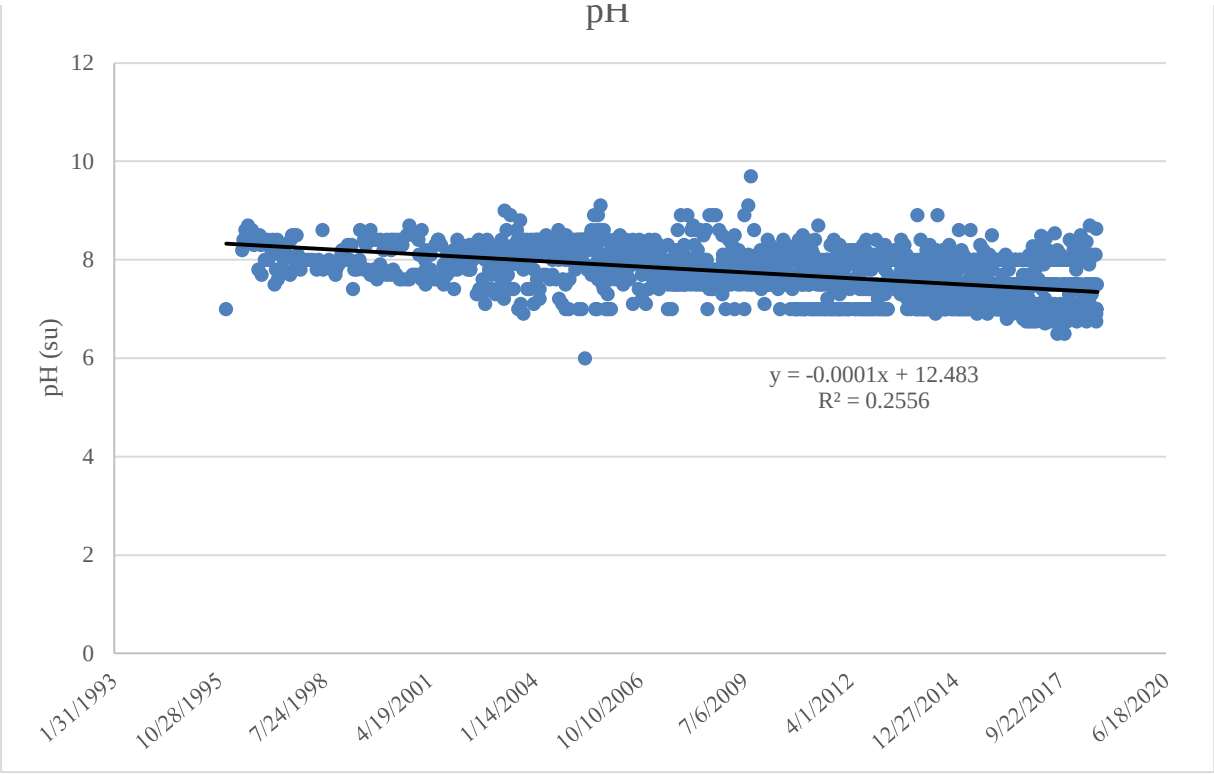


Figure 6: pH over time at all sites within the Lake Travis Watershed

E. coli Bacteria

E. coli samples were taken at over two-thirds of the selected sites in the Lake Travis Watershed. A total of 1173 *E. coli* samples were taken. The geomean for *E. coli* was 16 CFU/100 mL. The *E. coli* counts ranged from 0 CFU/100 mL to a high of 9707 CFU/100 mL in October of 2013.

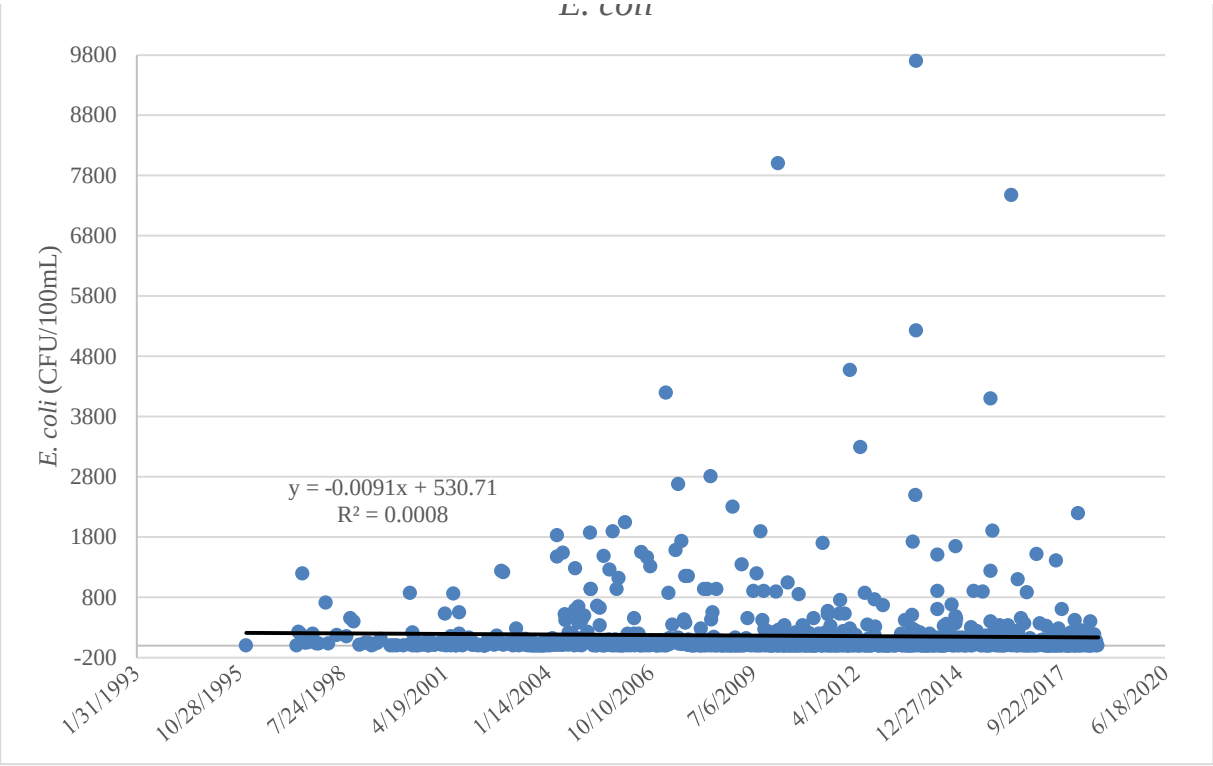


Figure 7: *E. coli* over time at all sites within the Lake Travis Watershed

Nitrate-Nitrogen

Nitrate-Nitrogen concentrations were taken at all of the selected sites in the Lake Travis Watershed except for Site 80934. A total of 1346 nitrate-nitrogen samples were taken. The mean nitrate-nitrogen concentration in the watershed was 0.86 mg/L and nitrate-nitrogen ranged from 0.0 mg/L to a high of 5.0 mg/L.

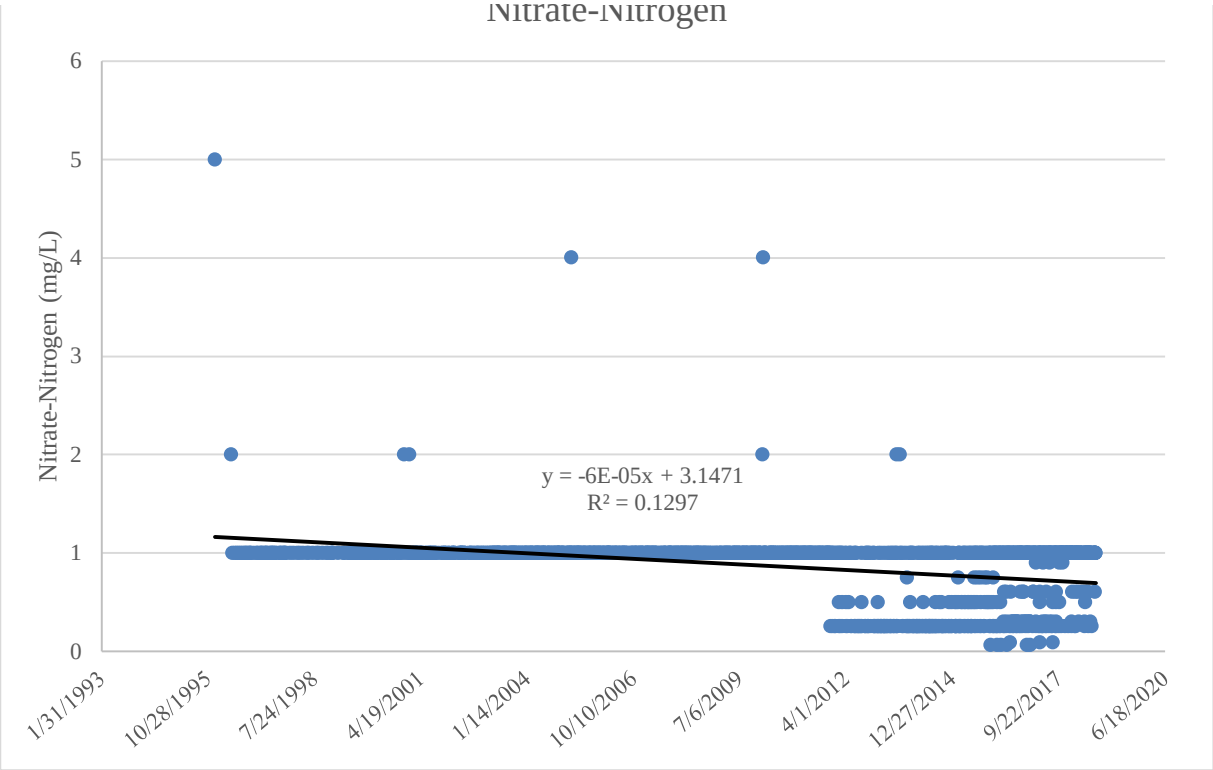


Figure 8: Nitrate-Nitrogen over time at all sites within the Lake Travis Watershed

Orthophosphate

A total of 97 orthophosphate samples were taken at just one of the selected sites, Site 80934. The mean concentration for orthophosphate in the watershed was 0.63 mg/L. Orthophosphate concentrations ranged from 0.25 mg/L to a high of 1.00 mg/L.

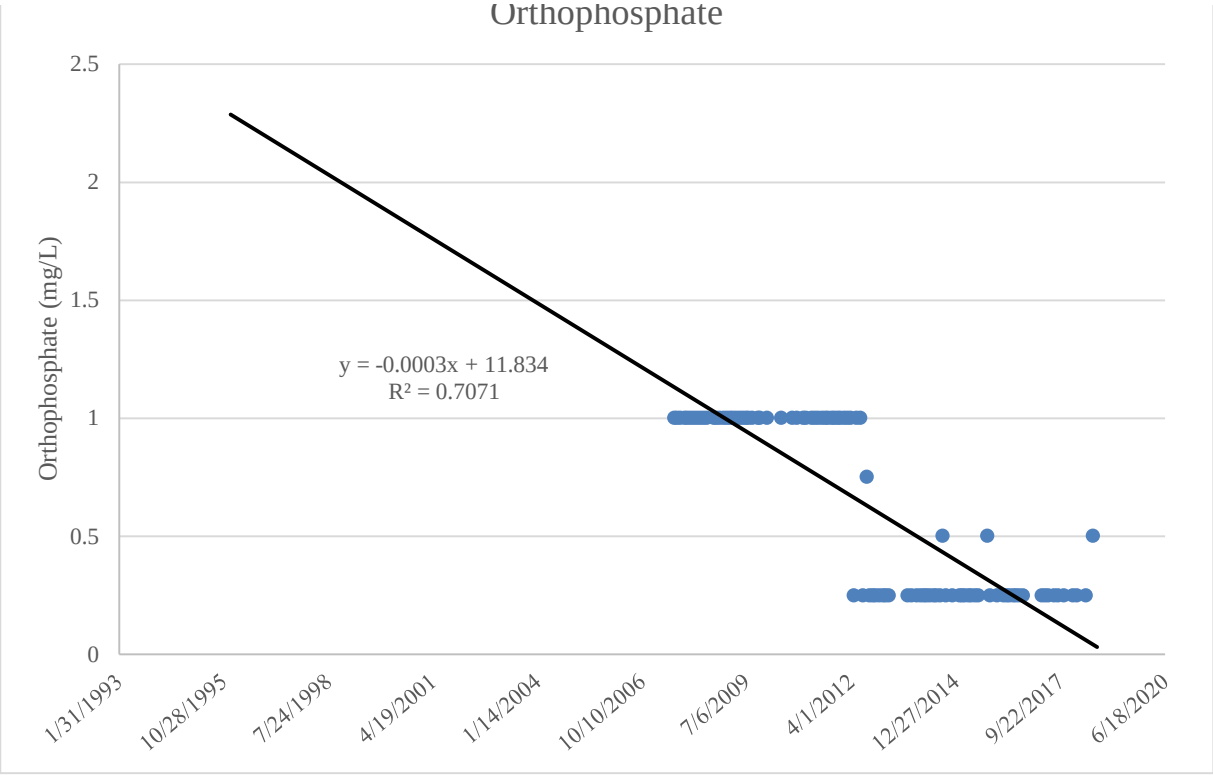


Figure 9: Orthophosphate over time at Site 80934

LAKE TRAVIS WATERSHED SITE BY SITE ANALYSIS

The following sections will provide a brief summarization of analysis by site. The average minimum and maximum values are reported in order to provide a quick overview of the watershed. The TDS, DO, and pH values are presented as an average, plus or minus the standard deviation from the average. The *E. coli* is presented as a geomean. Please see Table 6 for a quick overview of the average results.

As previously mentioned in the 'Water Quality Parameters' section, TDS is an important indicator of turbidity and specific conductivity. The higher the TDS measurement, the more conductive the water is. A high TDS result can indicate increased nutrients present in the water. Site 81494 had the highest overall average for TDS, with a result of 465 ± 43 mg/L. Site 81507 had the lowest average TDS, with a result of 261 ± 6 mg/L.

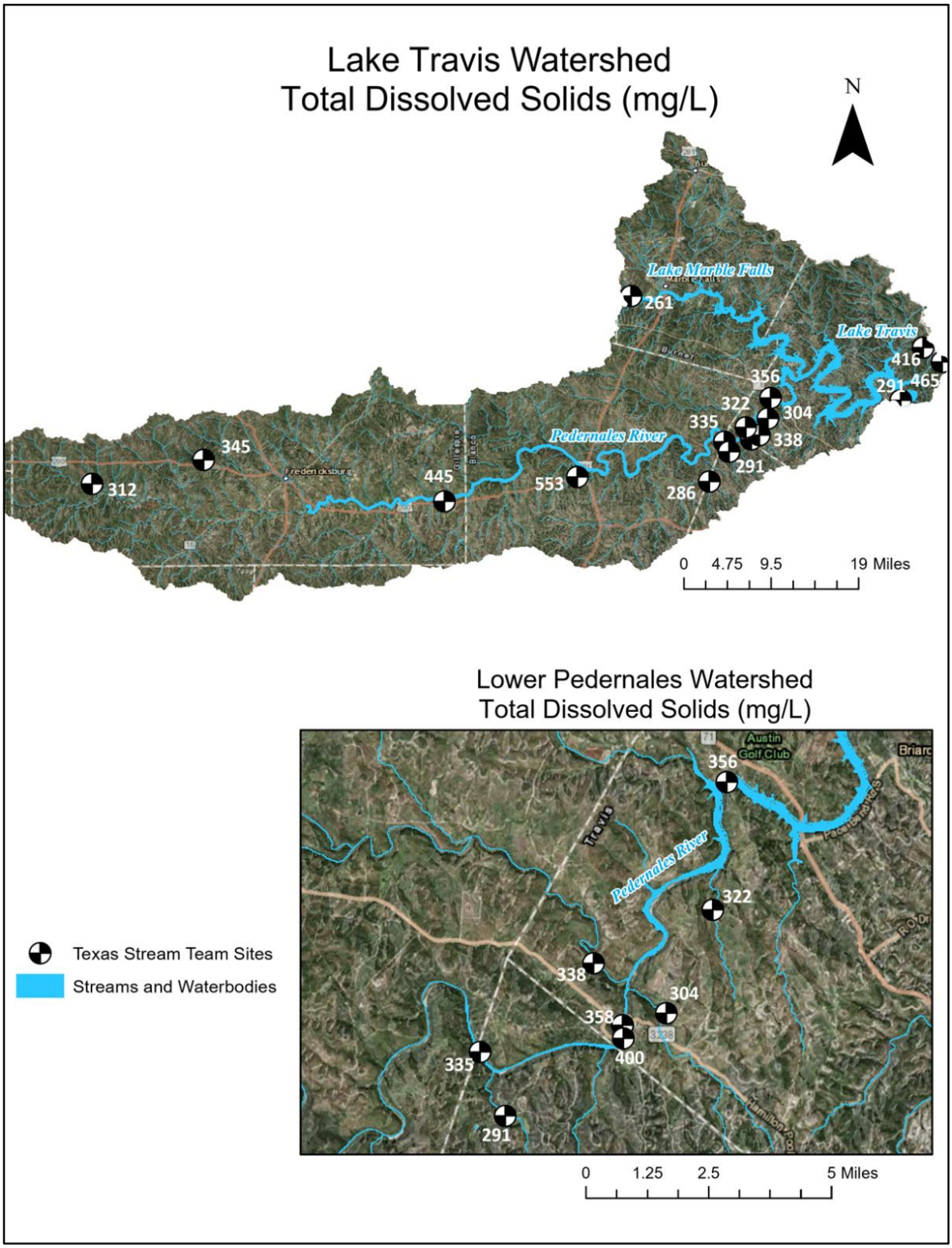


Figure 10: Map of the average total dissolved solids for sites in the Lake Travis Watershed

The DO measurement can help to understand the overall health of the aquatic community. If there is a large influx of nutrients into the water body then there will be an increase in surface vegetation growth, which can then reduce photosynthesis in the subsurface, thus decreasing the level of DO. Low DO can be dangerous for aquatic inhabitants, which rely upon the DO to breathe. The DO levels can also be impacted by temperature; a high temperature can limit the amount of oxygen solubility, which can also lead to a low DO measurement. Site 81494 had the lowest average DO reading, with a result of 5.4 ± 1.1 mg/L. Sites 12369 and 81498 both had the highest average DO reading, with a result of 7.9 ± 1.7 mg/L.

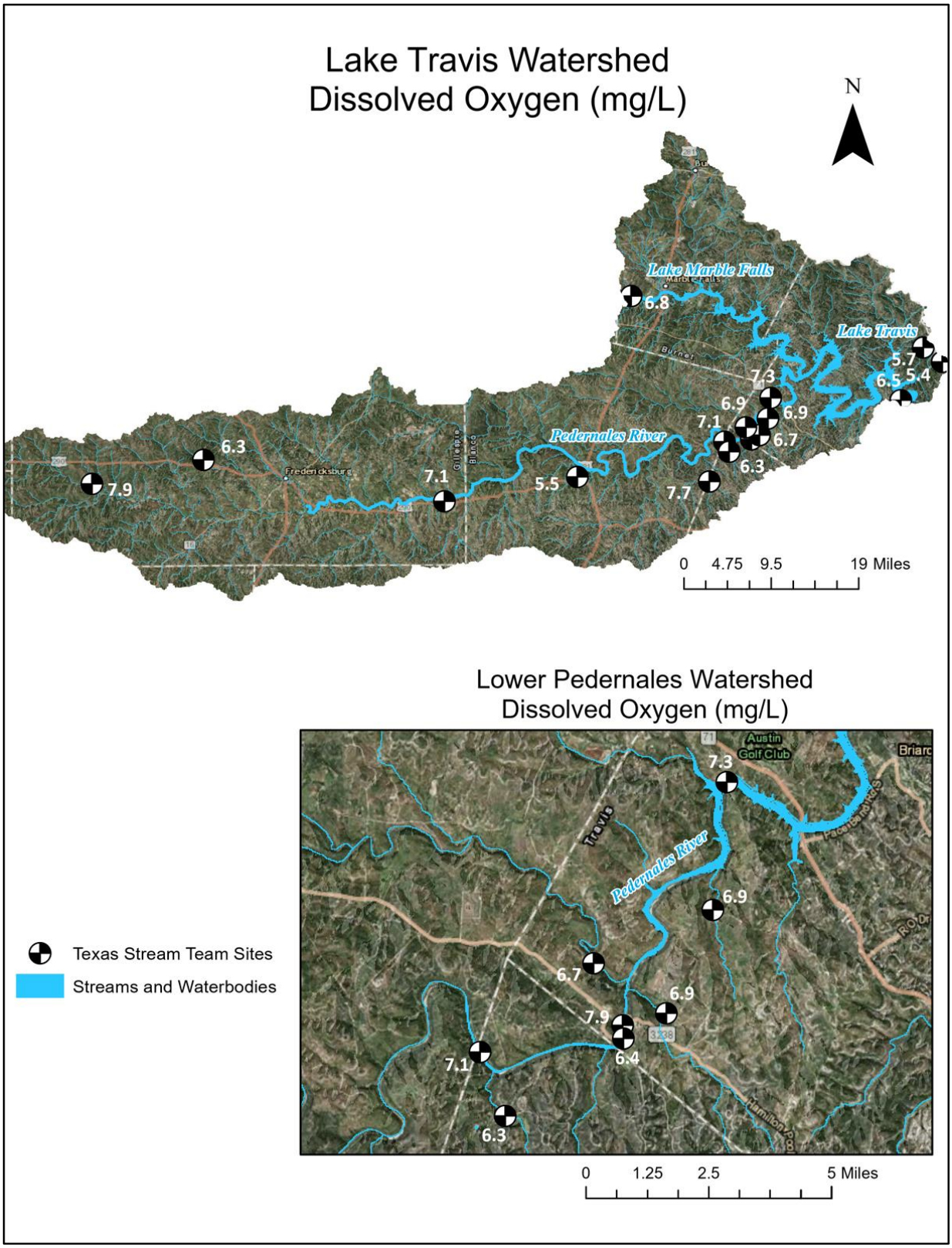


Figure 11: Map of the average dissolved oxygen concentration for sites in the Lake Travis Watershed

The pH levels are an important indicator for the overall health of the watershed as well. Aquatic inhabitants typically require a pH range between 6.5 and 9 for the most optimum environment. Anything below 6.5 or above 9 can negatively impact reproduction or can result in fish kills. There were no reported pH levels outside of this widely accepted range. Site 80904 had the highest average pH level, with a result of 8.2 ± 0.3. Site 80966 had the lowest average pH level, with a result of 7.3 ± 0.3.

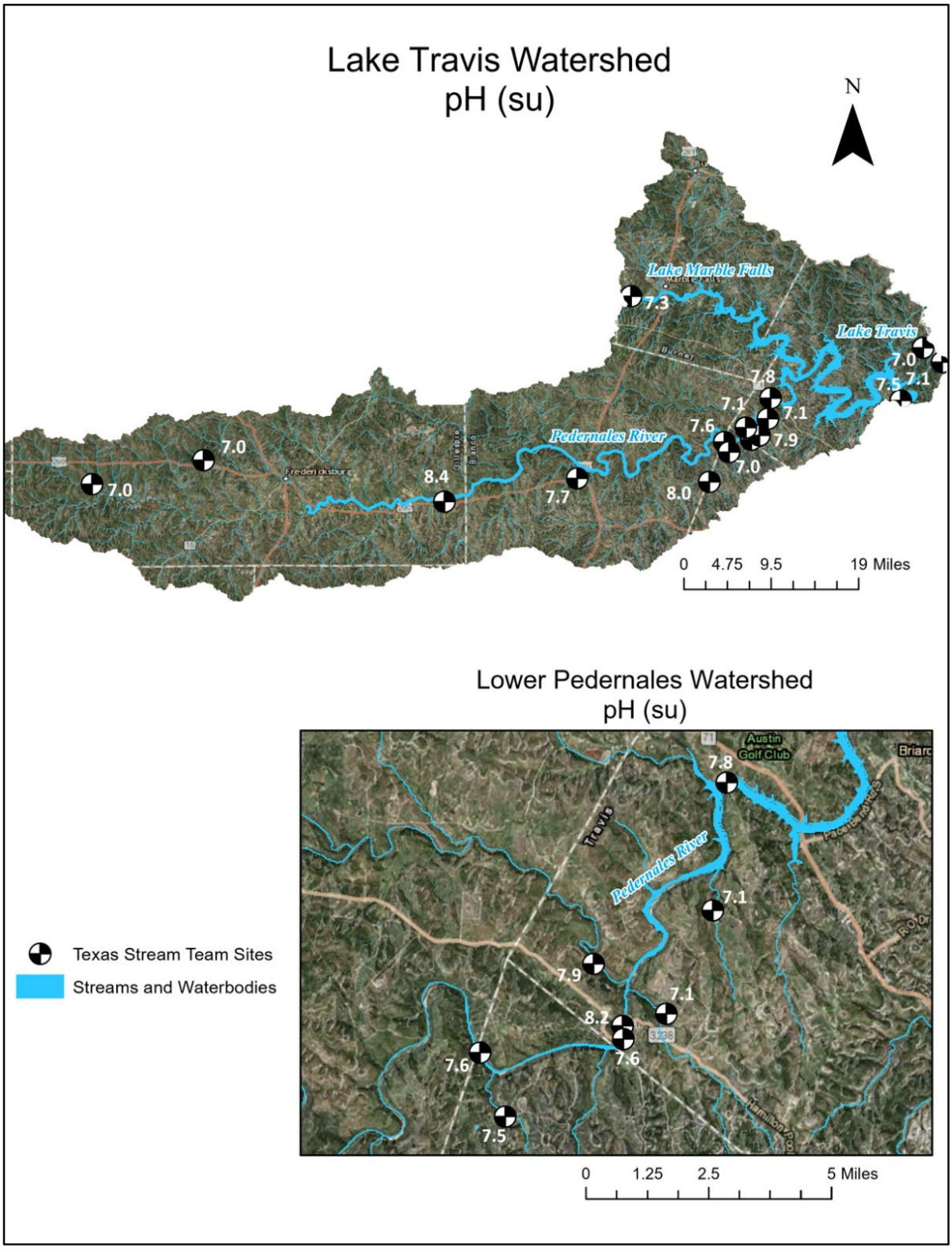


Figure 12: Map of the average pH for sites in the Lake Travis Watershed

E. coli can be used as an indicator of the degree of pathogens in a water body. Its presence above the TCEQ surface water quality standard for a single sample (394 CFU/100 mL) or geometric mean (126 CFU/100 mL) indicates a possible human health risk for primary contact recreation. Most of the selected sites exhibited some sampling events with elevated *E. coli* levels reported above the standard for a single sample. All sites had a geometric mean which satisfied the TCEQ surface water quality standard except for Site 80314. Site 80314 had an *E. coli* geomean of 391 ± 1027 CFU/100 mL.

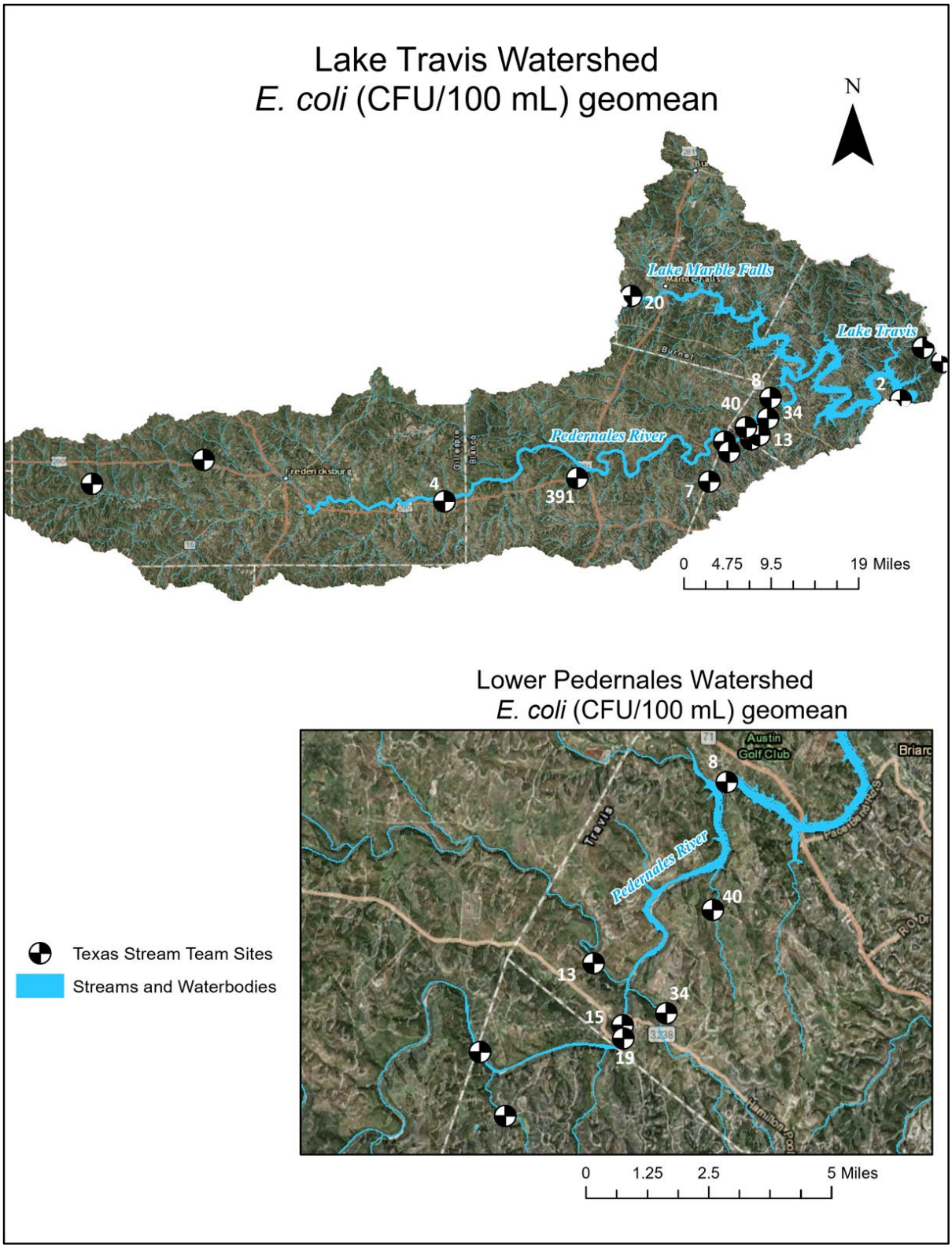


Figure 13: Map of the *E. coli* geomean for sites in the Lake Travis Watershed

Nitrates are essential plant nutrients, but in excess amount they can cause significant water quality problems. Excess nitrates can cause hypoxia (low DO) and can become toxic to warm-blooded animals at higher concentrations (10 mg/L or higher) under certain conditions. The natural level of ammonia or nitrate in surface water is typically low (less than 1 mg/L); in the effluent of wastewater treatment plants, it can range up to 30 mg/L. Sources of nitrates include wastewater treatment plants, runoff from fertilized lawns and cropland, failing on-site septic systems, runoff from animal manure storage areas, and industrial discharges that contain corrosion inhibitors. Site 81495 had the minimum average nitrate-nitrogen concentration with 0.50 mg/L. Site 81476 had the highest average nitrate-nitrogen concentration with 1.07 mg/L.

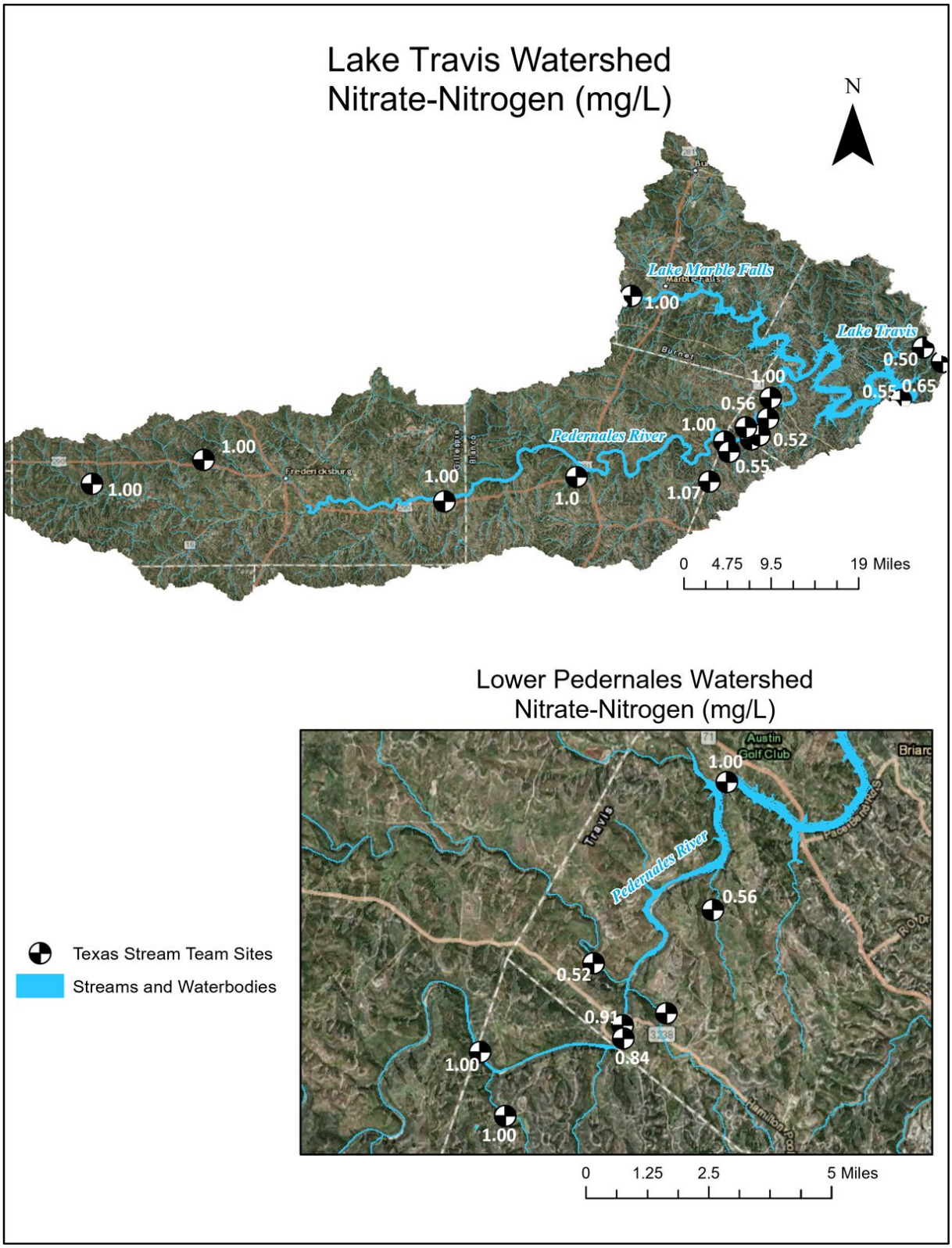


Figure 14: Map of the average nitrate-nitrogen for sites in the Lake Travis Watershed

Dense algal blooms or rapid plant growth can occur in waters rich in phosphorus, a limiting nutrient for eutrophication since it is typically in shortest supply. Sources are human and animal wastes and fertilizers. The EPA water quality criteria state that orthophosphates should not exceed 0.10 mg/L in streams or flowing waters not discharging into lakes or reservoirs to control algal growth. Site 80934, the only site monitored for orthophosphate concentrations, exceeded 0.10 mg/L in all its samples and demonstrated an average of 0.63 mg/L.

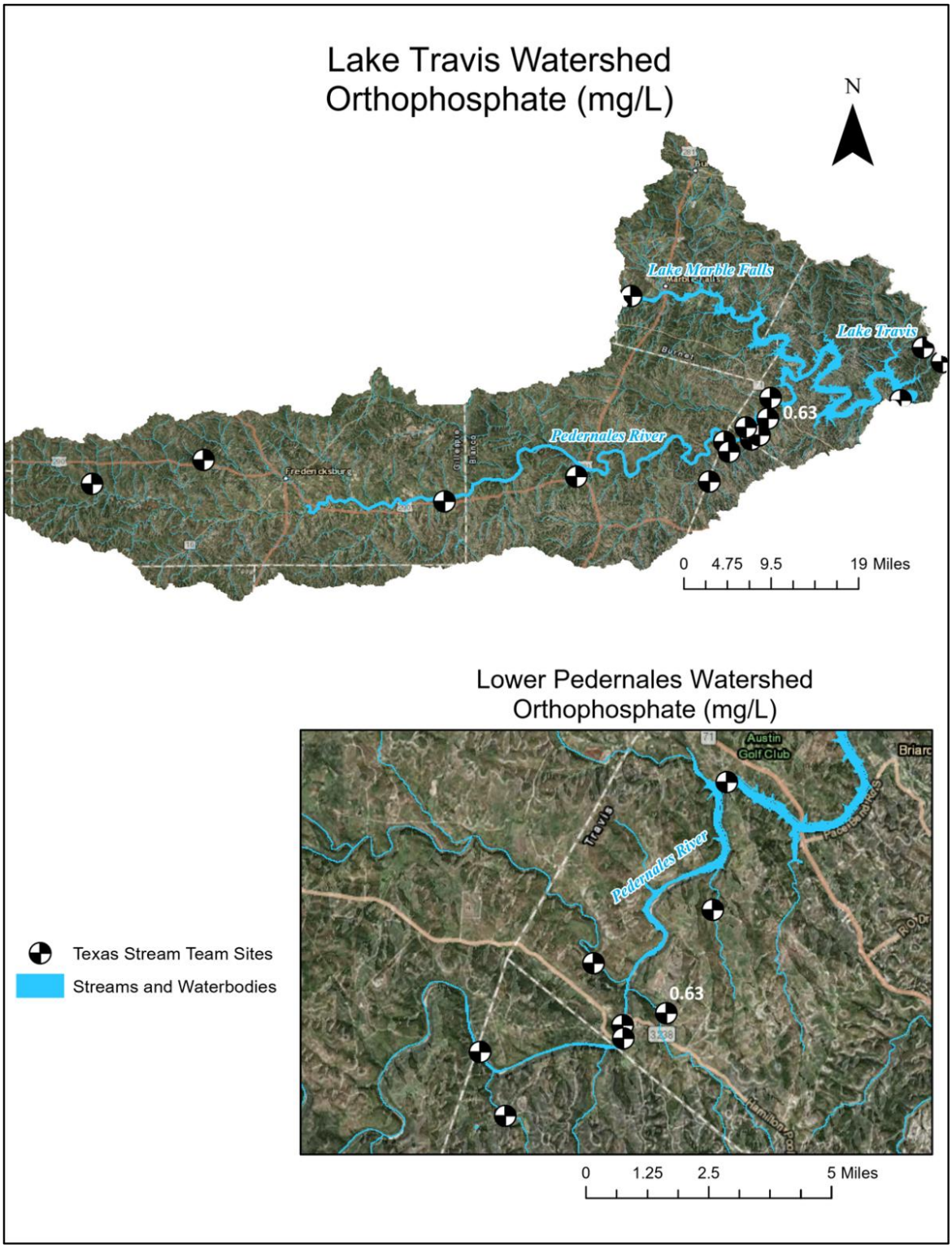


Figure 15: Map of the average orthophosphate for sites in the Upper Cibolo Creek Watershed

Please see Table 6 below for a summary of average results at all sites. It is important to note that there was variation in the number of times each site was tested, the time of day at which each site was tested, and the time of month the sampling occurred. While this is a quick overview of the results, it is important to keep in mind that there is natural diurnal and seasonal variation in these water quality parameters. TST citizen scientist data is not used by the state to assess whether water bodies are meeting the designated surface water quality standards.

Table 6: Average values for all Lake Travis Watershed sites

Site Number	TDS (mg/L)	DO (mg/L)	pH (su)	*E.coli* (CFU/100 mL) *geomean	Nitrate-Nitrogen (mg/L)	Orthophosphate (mg/L)
12369	358 ± 55	7.9 ± 1.7	8.2 ± 0.4	15 ± 409	0.91 ± 0.28	N/A
17335	400 ± 47	6.4 ± 1.8	7.6 ± 0.3	19 ± 991	0.84 ± 0.29	N/A
80310	356 ± 54	7.3 ± 1.4	7.8 ± 0.5	8 ± 239	1.00 ± 0.00	N/A
80314	553 ± 86	5.5 ± 2.0	7.7 ± 0.3	391 ± 1027	1.00 ± 0.00	N/A
80934	304 ± 30	6.9 ± 1.7	7.1 ± 0.2	34 ± 228	N/A	0.63 ± 0.37
80935	338 ± 50	6.7 ± 1.5	7.9 ± 0.2	13 ± 182	0.52 ± 0.36	N/A
80936	322 ± 38	6.9 ± 1.8	7.1 ± 0.2	40 ± 480	0.56 ± 0.54	N/A
81496	335 ± 42	7.1 ± 1.3	7.6 ± 0.3	N/A	1.00 ± 0.00	N/A
81497	321 ± 19	7.3 ± 1.5	7.5 ± 0.4	N/A	1.00 ± 0.00	N/A
81498	312 ± 51	7.9 ± 1.7	7.0 ± 0.0	N/A	1.00 ± 0.00	N/A
81499	345 ± 17	6.3 ± 1.4	7.0 ± 0.0	N/A	1.00 ± 0.00	N/A
81500	445 ± 53	7.1 ± 2.4	8.4 ± 0.2	4 ± 11	1.00 ± 0.00	N/A
81504	291 ± 9	6.3 ± 1.7	7.0 ± 0.0	N/A	1.00 ± 0.00	N/A
81490	291 ± 20	6.5 ± 1.2	7.5 ± 0.2	2 ± 8	0.55 ± 0.36	N/A
81476	286 ± 33	7.7 ± 1.6	8.0 ± 0.4	7 ± 119	1.07 ± 0.46	N/A
81507	261 ± 6	6.8 ± 1.5	7.3 ± 0.2	20 ± 31	1.00 ± 0.00	N/A
81494	465 ± 43	5.4 ± 1.1	7.1 ± 0.3	N/A	0.65 ± 0.40	N/A
81495	416 ± 22	5.7 ± 1.1	7.0 ± 0.2 (min)	N/A	0.50 ± 0.25	N/A

Site 12369 – Pedernales River at Hammett's Crossing

Site Description

This site is located on the western extreme of Travis County on a canyon of the Pedernales River and is situated immediately downstream of the Hamilton Pool Rd crossing and is approximately 900 meters upstream of the confluence with Hamilton Creek. The surrounding lands are mostly undeveloped, are predominantly rangeland, and include several notable protected areas including the Westcave Outdoor Discovery Center, Hamilton Pool Preserve, and Milton Reimers Ranch Park.

The exposed geologic formations at the site demonstrate the source for many water wells in the area: Glen Rose limestone, Hensel sand, Cow Creek limestone, Hammett Shale, Sycamore sand and Smithwick shale. The geology and groundwater-surface water interactions found at this site exhibit one of the most extensive and widely used groundwater resources in Texas: The Trinity aquifer (Lower Colorado River Authority 2012; George et al. 2011).

Sampling Information

This site was sampled 255 times between 6/15/1996 and 8/23/2018. The time of sampling for this site ranged from 6:46 to 19:26.

Table 7: Descriptive parameters for Site 12369

Parameter	Number of Samples	Mean ± Standard Deviation	Min	Max
Total Dissolved Solids (mg/L)	213	358 ± 55	221	514
Water Temperature (°C)	255	21.5 ± 6.9	4.5	34.5
Dissolved Oxygen (mg/L)	253	7.9 ± 1.7	4.1	14.6
pH (su)	252	8.2 ± 0.4	7.0	9.7
E. coli (CFU/100ml)	195	15 ± 409	1	5228
Nitrate-Nitrogen (mg/L)	241	0.91 ± 0.28	0.25	2

Site 12369 was sampled 255 times between 6/15/1996 and 8/23/2018.

Air and Water Temperature

Air temperatures were taken 253 times with water temperatures taken 255 times at this site. The air temperatures fluctuated in a seasonal pattern with the highest temperature of 41.5°C in July of 1996, and the lowest temperature of 3°C in January of 2009. The mean water temperature was 21.5°C and the water temperature ranged from a low of 4.5°C recorded in March of 2010 to a high of 34.5°C in July of 1996.

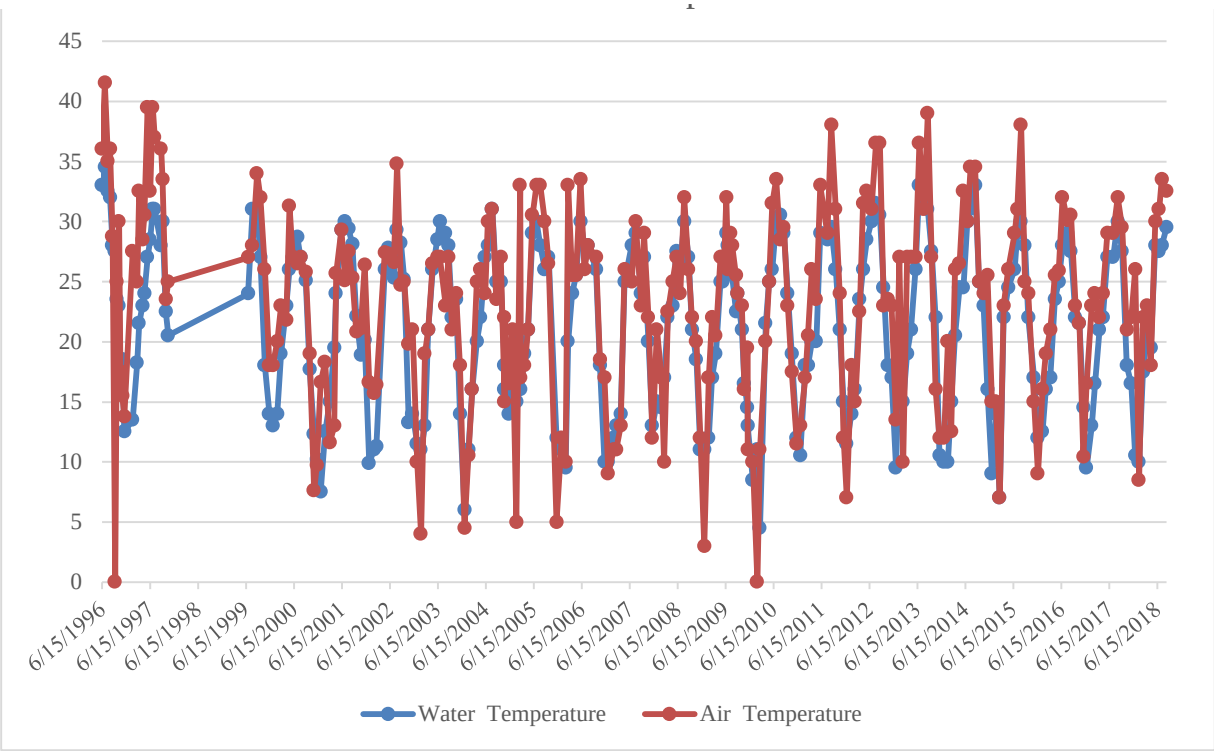


Figure 16: Air and water temperature at Site 12369

Total Dissolved Solids

Citizen scientists sampled TDS at this site 213 times between 8/4/2000 and 8/23/2018. The mean TDS concentration was 358 mg/L. The concentration of TDS ranged from a minimum of 221 mg/L in April of 2004 to a maximum of 514 mg/L in October of 2011.

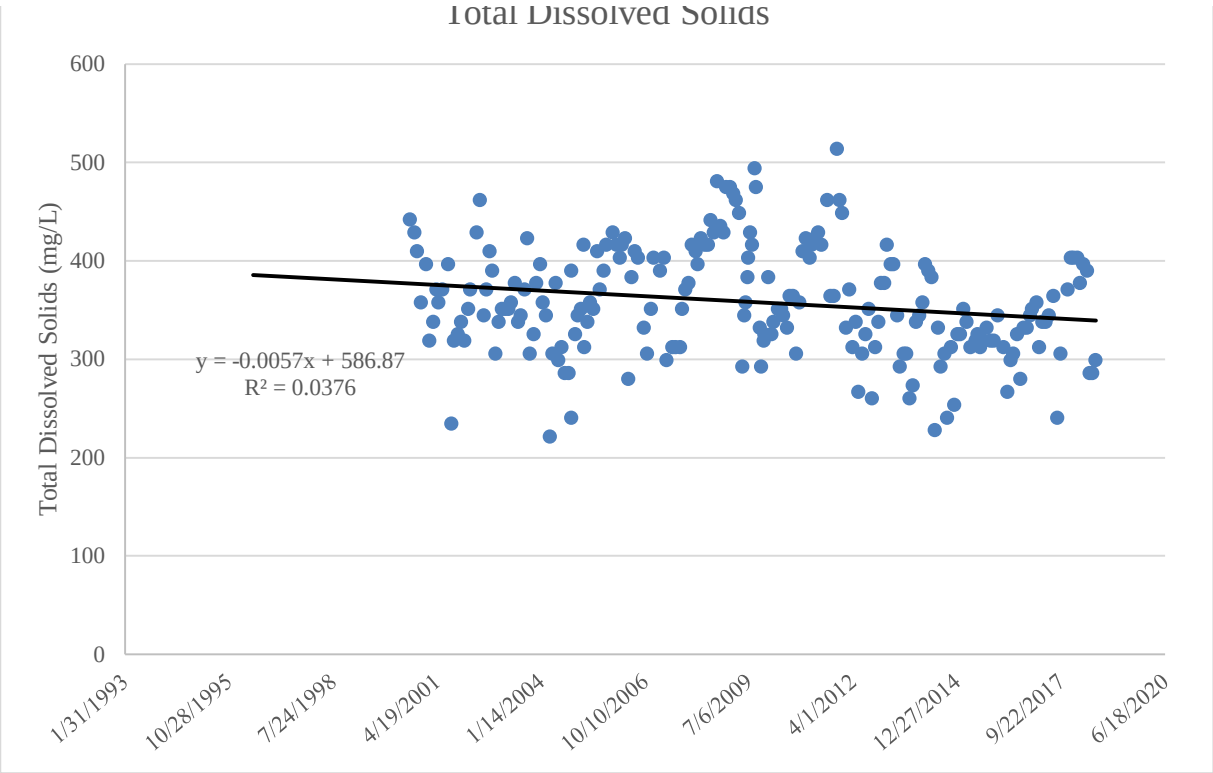


Figure 17: Total dissolved solids at Site 12369

Dissolved Oxygen

Citizen scientists took 253 DO samples at this site between 6/15/1996 and 8/23/2018. The mean DO concentration was 7.9 mg/L. DO concentrations ranged from a low of 1.7 mg/L in April of 2007 to a high of 14.6 mg/L in December of 2013.

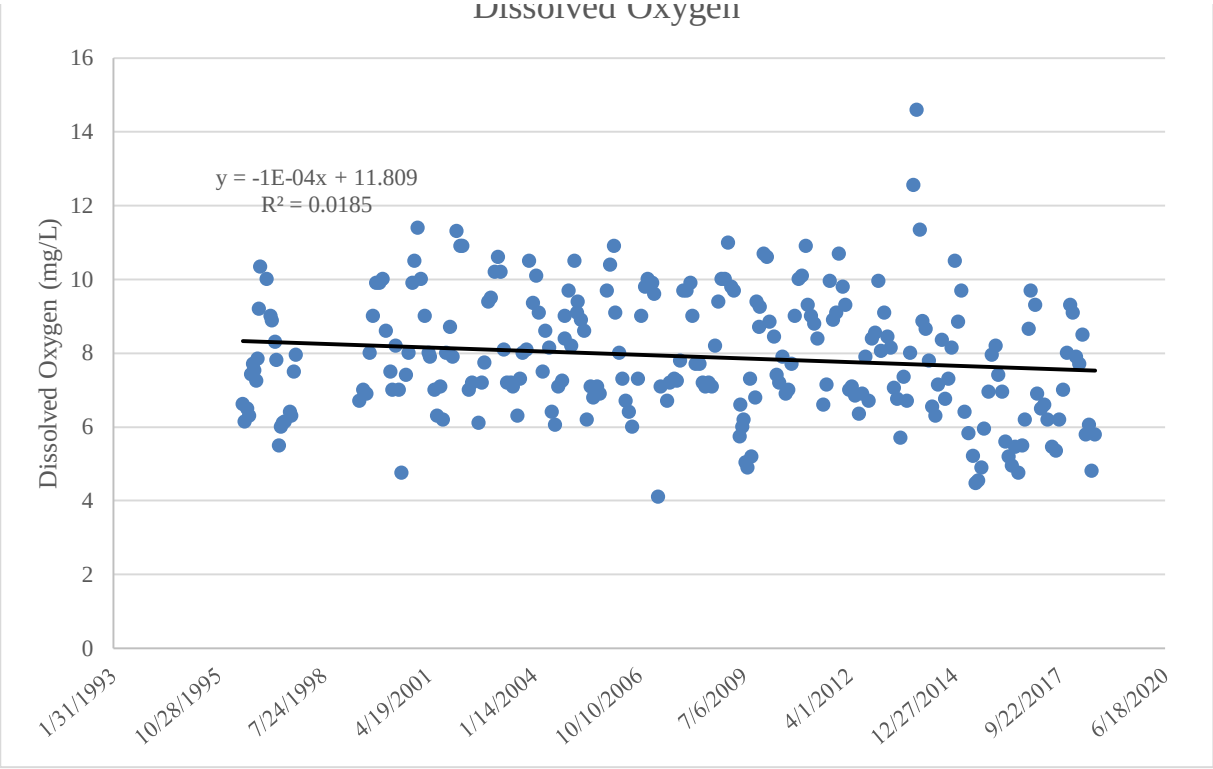


Figure 18: Dissolved oxygen at Site 12369

pH

There were 252 pH measurements taken at this site between 6/15/1996 and 8/23/2018. The mean pH was 8.2 and pH ranged from a low of 7.0 taken in January of 2009, February of 2016, and November of 2017 to a high of 9.7 taken in September of 2009.

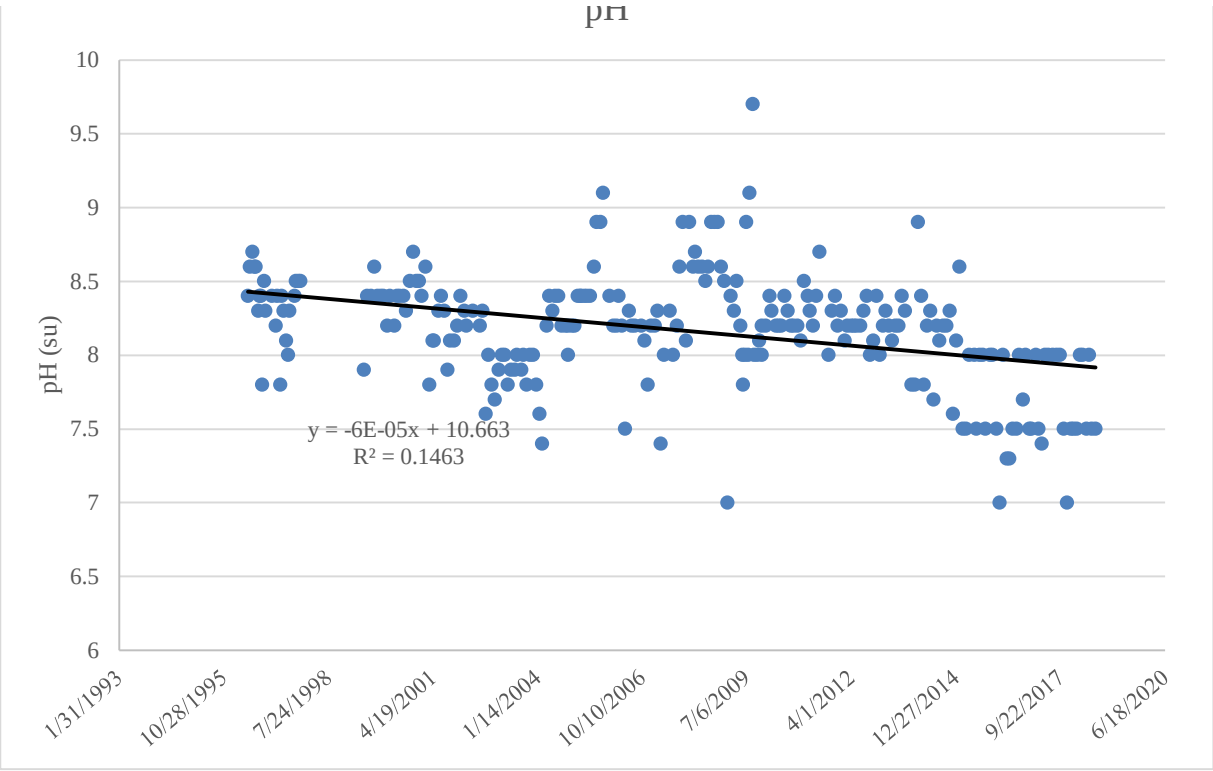


Figure 19: pH at Site 12369

E. coli

There were 195 *E. coli* measurements taken at this site between 5/25/1997 and 8/23/2018. The observed geomean was 15 CFU/100mL and ranged from 1 CFU/100mL taken on multiple occasions to a high of 5228 CFU/100mL taken in October of 2013.

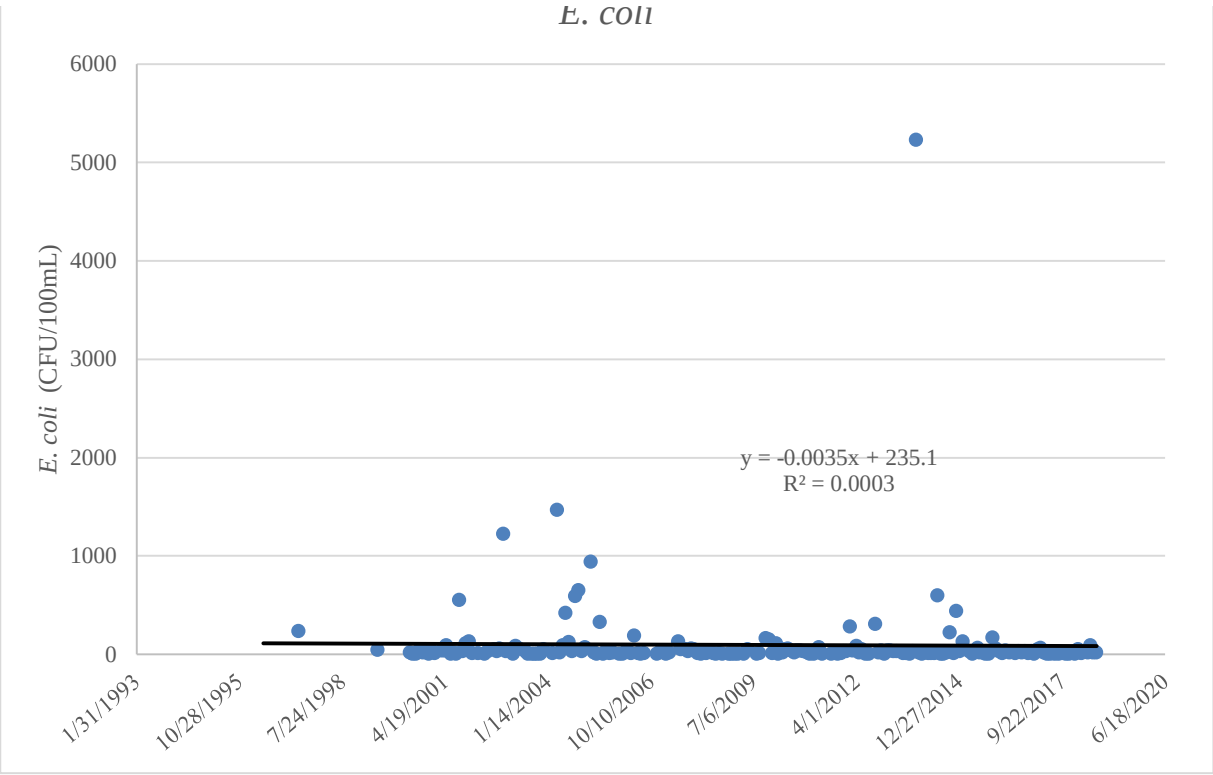


Figure 20: *E. coli* at Site 12369

Nitrate-Nitrogen

There were 241 nitrate-nitrogen measurements taken at this site between 6/15/1996 and 8/23/2018. The mean nitrate-nitrogen was 0.91 mg/L and nitrate-nitrogen ranged from a low of 0.25 mg/L taken multiple times to a high of 2.0 mg/L taken in November of 2000, January of 2001, and February of 2010.

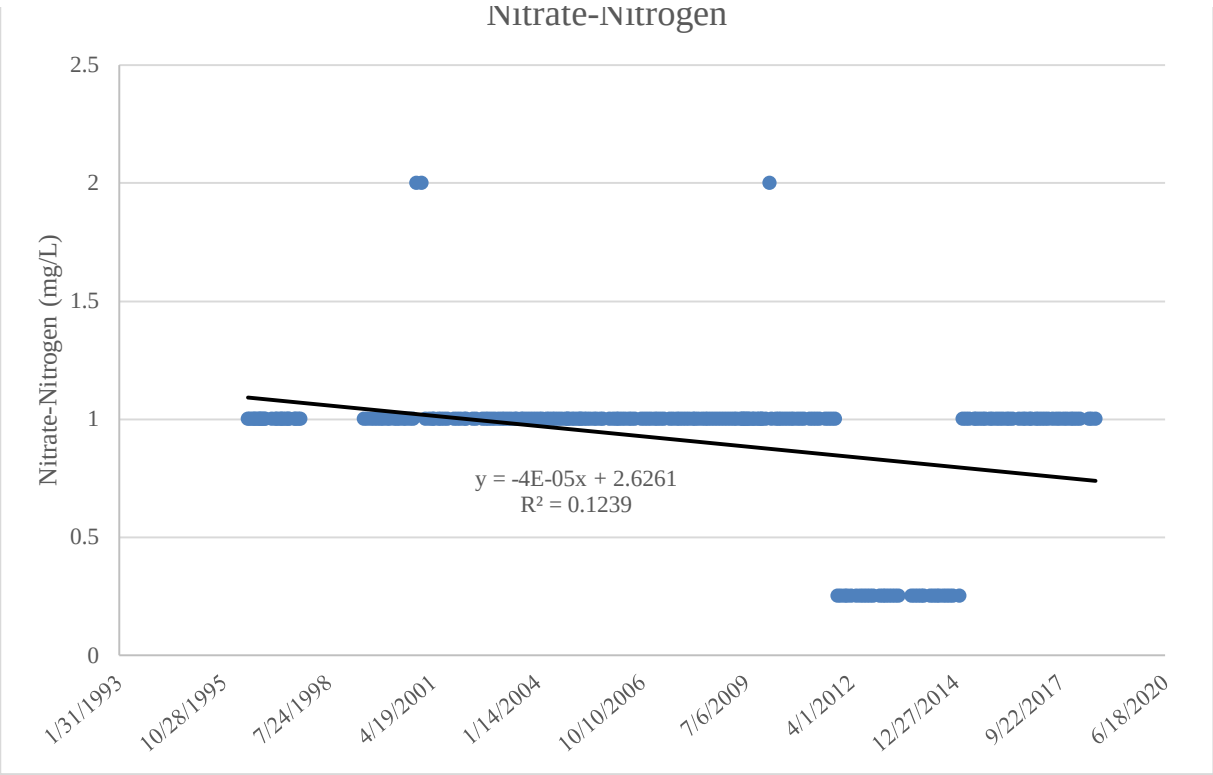


Figure 21: Nitrate-Nitrogen at Site 12369

Site 17335 – Heinz Creek in the Westcave Preserve

Site Description

The Heinz Branch Creek is located within the Westcave Preserve. This 5.8 kilometer, intermittent tributary of the Pedernales River is fed mostly by springs in grottos found along the Cow Creek limestone. The groundwater is recharged through the overlying Hensel sands found nearby which allow infiltration to the Trinity aquifer (Lower Colorado River Authority 2007).

Sampling Information

This site was sampled 255 times between 12/5/1996 and 6/30/2018. The time of sampling for this site ranged from 7:00 to 20:12.

Table 8: Descriptive parameters for Site 17335

Parameter	Number of Samples	Mean ± Standard Deviation	Min	Max
Total Dissolved Solids (mg/L)	213	400 ± 47	137	468
Water Temperature (°C)	255	18.1 ± 4.2	2.5	31.0
Dissolved Oxygen (mg/L)	253	6.4 ± 1.8	0.9	10.7
pH (su)	252	7.6 ± 0.3	6.7	8.6
E. coli CFU/100mL)	195	19 ± 991	1	9707
Nitrate-Nitrogen (mg/L)	241	0.84 ± 0.29	0.25	1

Site 17335 was sampled 255 times between 12/5/1996 and 6/30/2018.

Air and Water Temperature

Air temperature was taken 253 times and water temperature was taken 255 times at this site between 12/05/1996 and 6/30/2018. The mean water temperature was 18.1°C and ranged from a low temperature of 2.5°C in January of 2009 to a high 31°C in July of 1999. The air temperature ranged from a low of 1.0°C in December of 2017, to a high of 35.5°C in March of 2006.

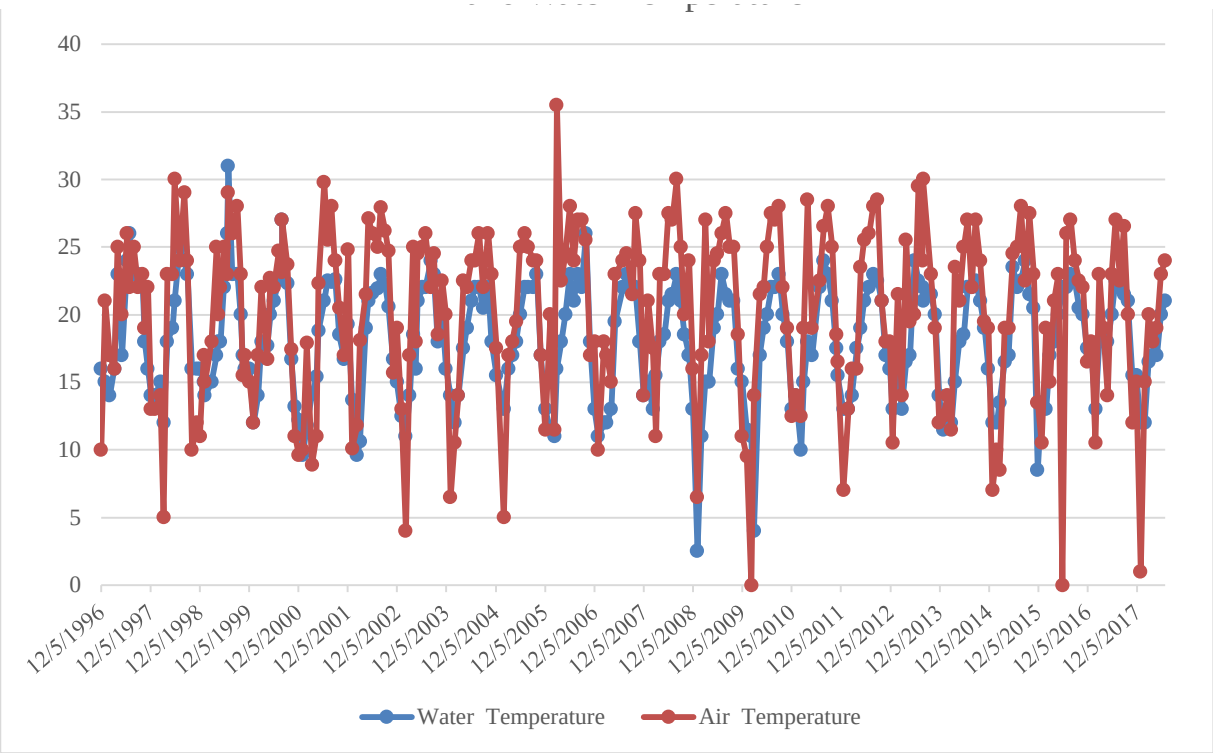


Figure 22: Air and water temperature at Site 17335

Total Dissolved Solids

Citizen scientists collected 213 TDS samples at this site between 9/13/2000 and 6/30/2018. The mean TDS concentration was 400 mg/L. The minimum TDS concentration was 136.5 mg/L and was taken in October of 2015. The maximum TDS concentration was 468 mg/L and was taken in October of 2017.

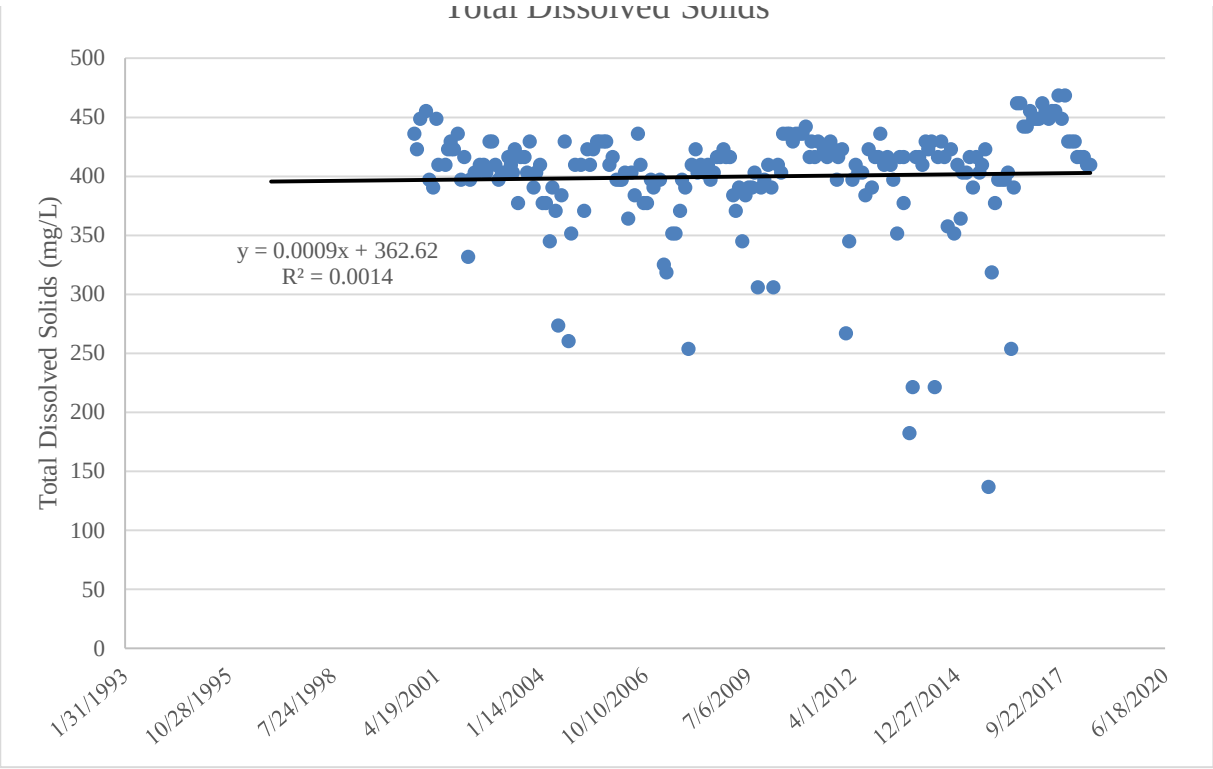


Figure 23: Total dissolved solids at Site 17335

Dissolved Oxygen

Citizen scientists collected 253 DO samples at this site between 12/5/1996 and 6/30/2018. The mean DO concentration was 6.4 mg/L. The minimum DO concentration was 0.9 mg/L and was taken in September of 2014. The maximum DO concentration was 10.7 mg/L and was taken in May of 2012.

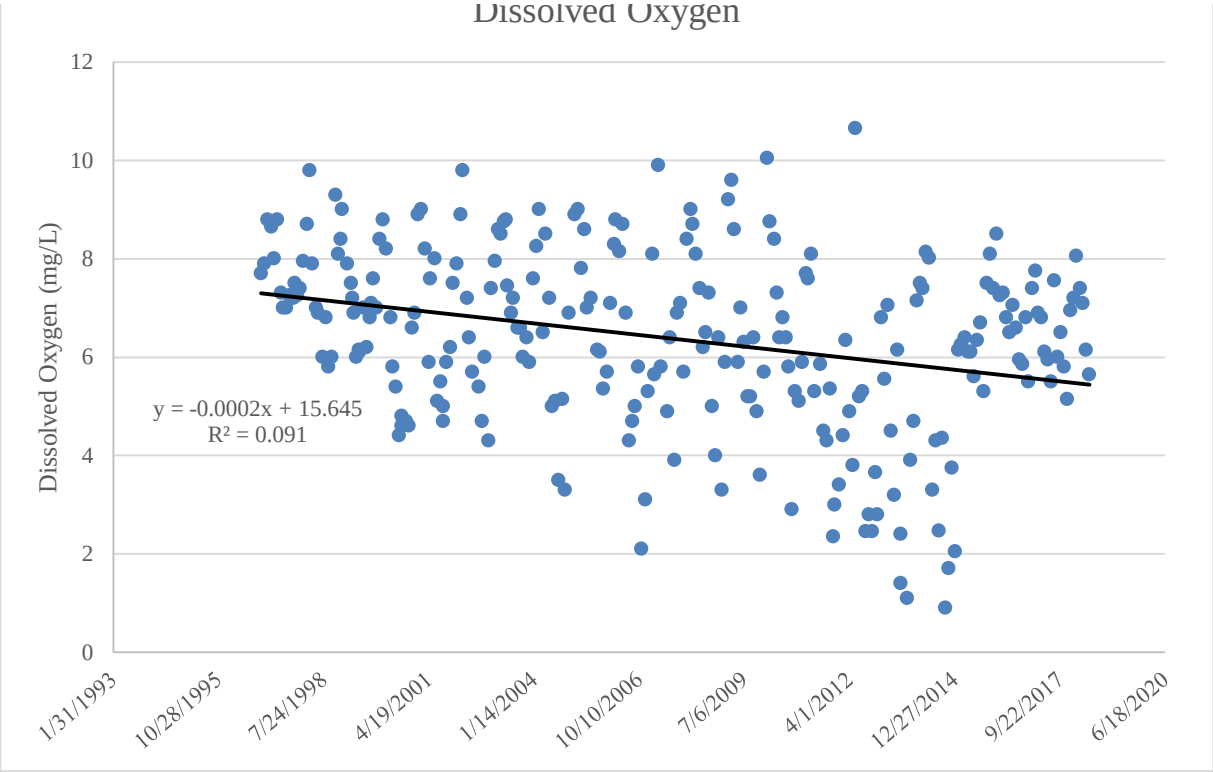


Figure 24: Dissolved oxygen at Site 17335

pH

A total of 252 pH measurements were taken at this site between 12/5/1996 and 6/30/2018. The mean pH was 7.6 and ranged from a low of 6.7 in April of 2017 to a high of 8.6 in July pf 1999 and October of 2009.

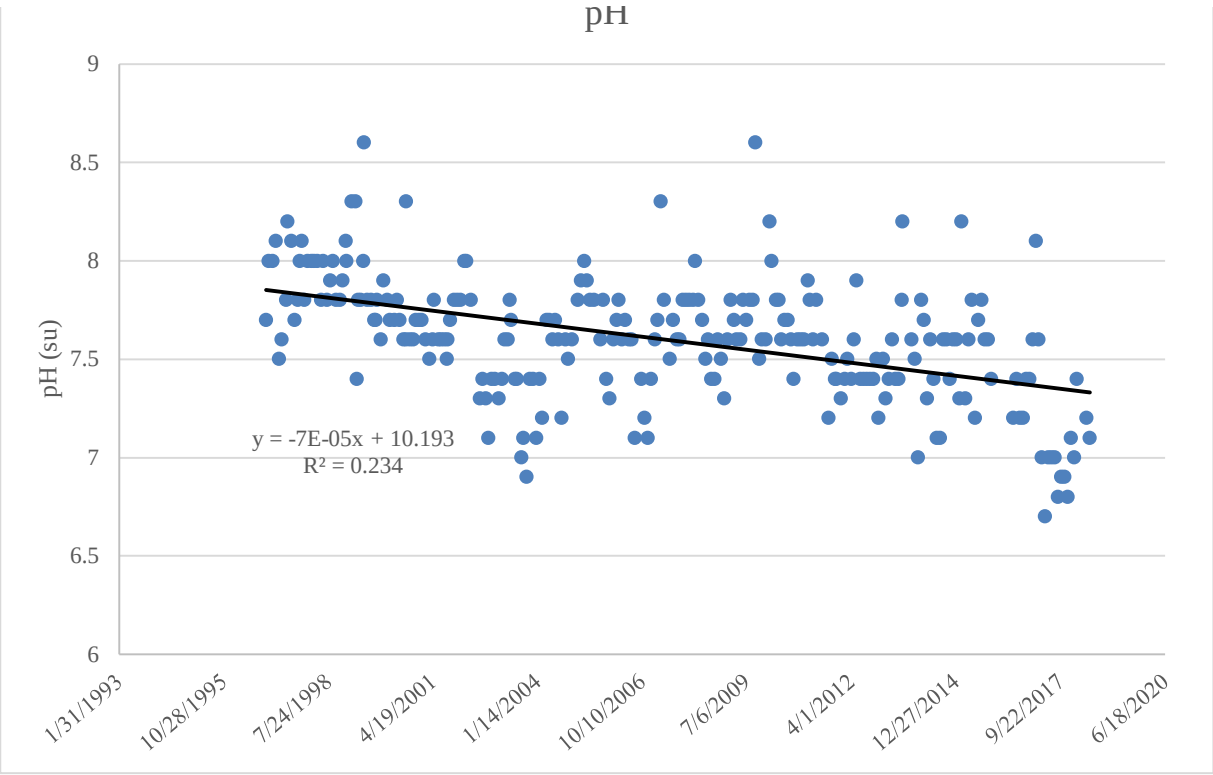


Figure 25: pH at Site 17335

E. coli

There were 195 *E. coli* measurements taken at this site between 5/6/1997and 2/28/2018. The observed geomean was 19 CFU/100mL and ranged from a low of 1 CFU/100mL taken on multiple occasions to a high of 9707 CFU/100mL taken in October of 2013.

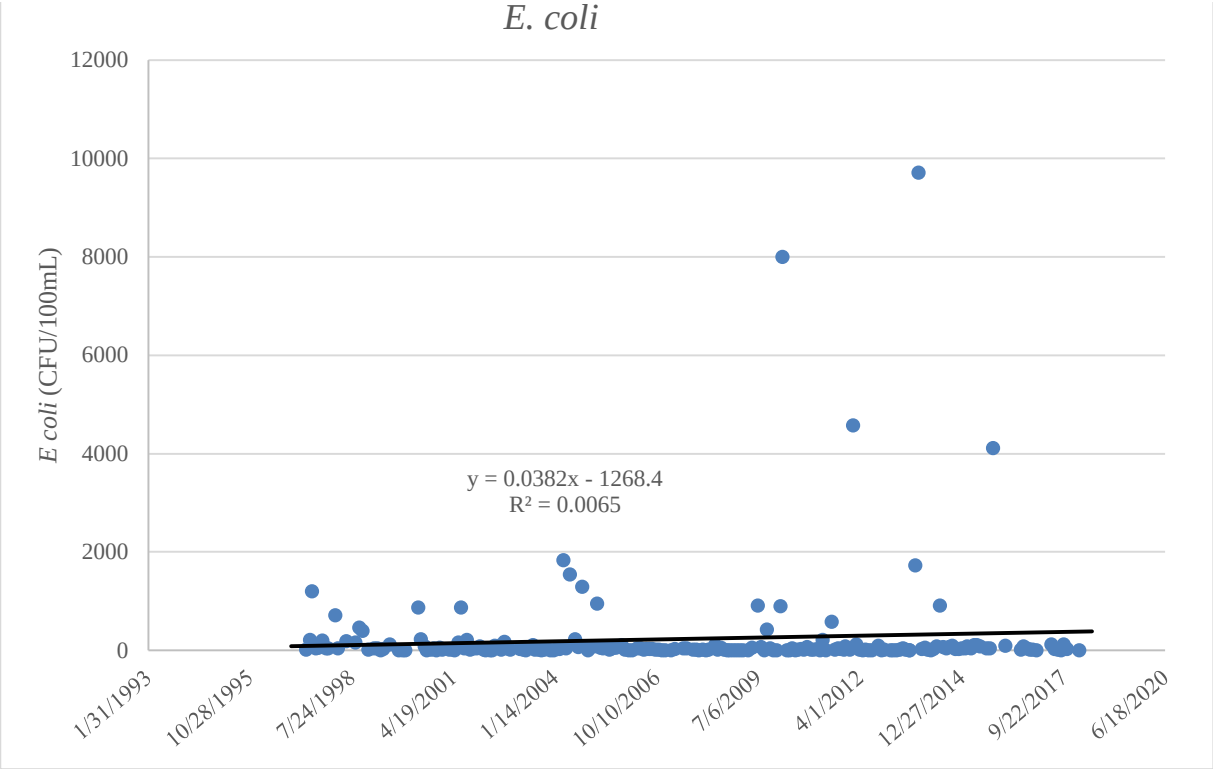


Figure 26: E. coli at Site 17335

Nitrate-Nitrogen

A total of 241 nitrate-nitrogen measurements were taken at this site between 12/5/1996 and 6/30/2018. The mean nitrate-nitrogen was 0.84 mg/L and ranged from a low of 0.25 mg/L on multiple instances and a high of 1mg/L on multiple instances.

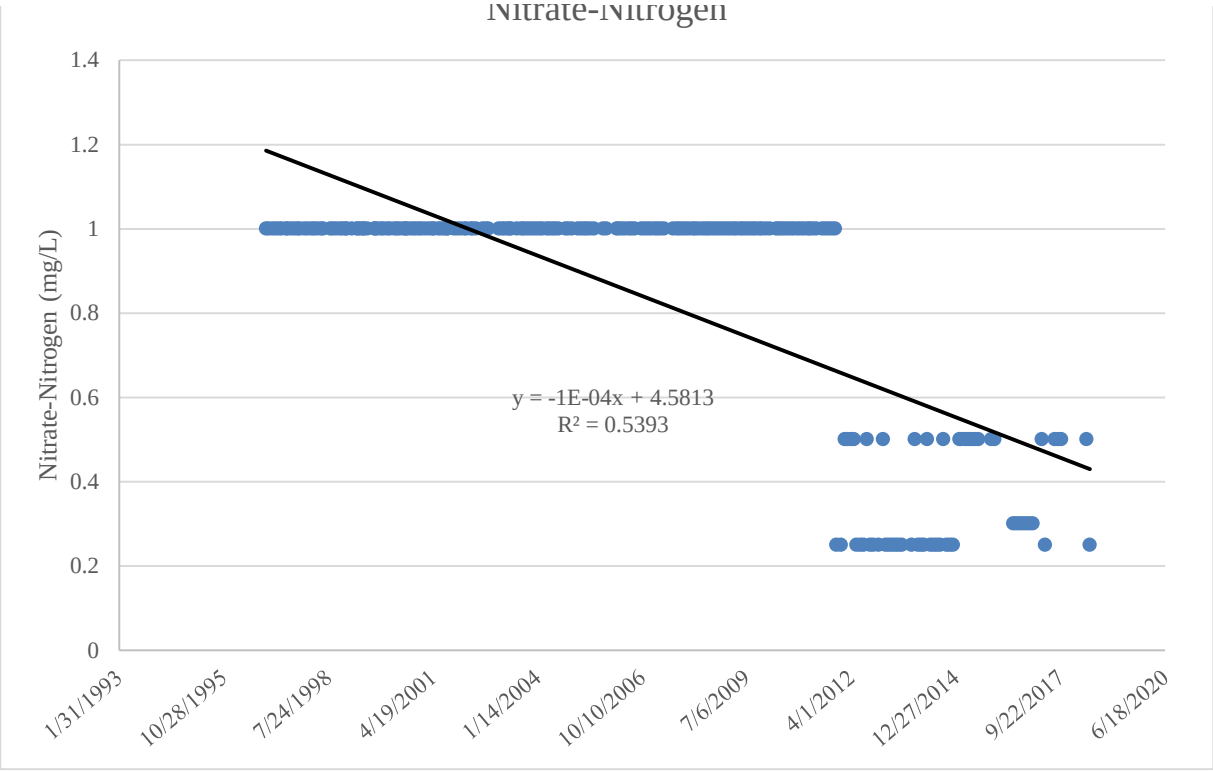


Figure 27: Nitrate-Nitrogen at Site 17335

Site 80310 – Pedernales River at Buffalo Crossing

Site Description

This site is located approximately 2.7 kilometers downstream of Texas State Highway 71 and is roughly where the Pedernales River begins to form its arm of Lake Travis. The sampling site is located on private property on a bend of the river roughly 500 meters downstream of an intermittent stream known as Fall Creek.

Sampling Information

This site was sampled 167 times between 10/21/2002 and 8/31/2018. Sampling times ranged between 8:30 and 14:50.

Table 9: Descriptive parameters for Site 80310

Parameter	Number of Samples	Mean ± Standard Deviation	Min	Max
Total Dissolved Solids (mg/L)	164	356 ± 54	169	494
Water Temperature (°C)	167	22.3 ± 6.8	7.0	36.0
Dissolved Oxygen (mg/L)	164	7.3 ± 1.4	4.3	10.8
pH (su)	165	7.8 ± 0.5	6.5	8.9
E. coli (CFU/100 mL)	163	8 ± 239	1	2680
Nitrate-Nitrogen (mg/L)	164	1 ± 0	1	1

Site 80310 was sampled 167 times between 10/21/2002 and 8/31/2018.

Air and Water Temperature

Both air and water temperatures were taken 167 times during this time period. The mean water temperature was 22.3°C and ranged from low of 7.0°C in January of 2010 to a high of 36.0°C in August of 2018. The mean air temperature was 24.9°C and ranged from a low of 7.0°C in January of 2008 to a high of 40.5°C taken in July of 2009.

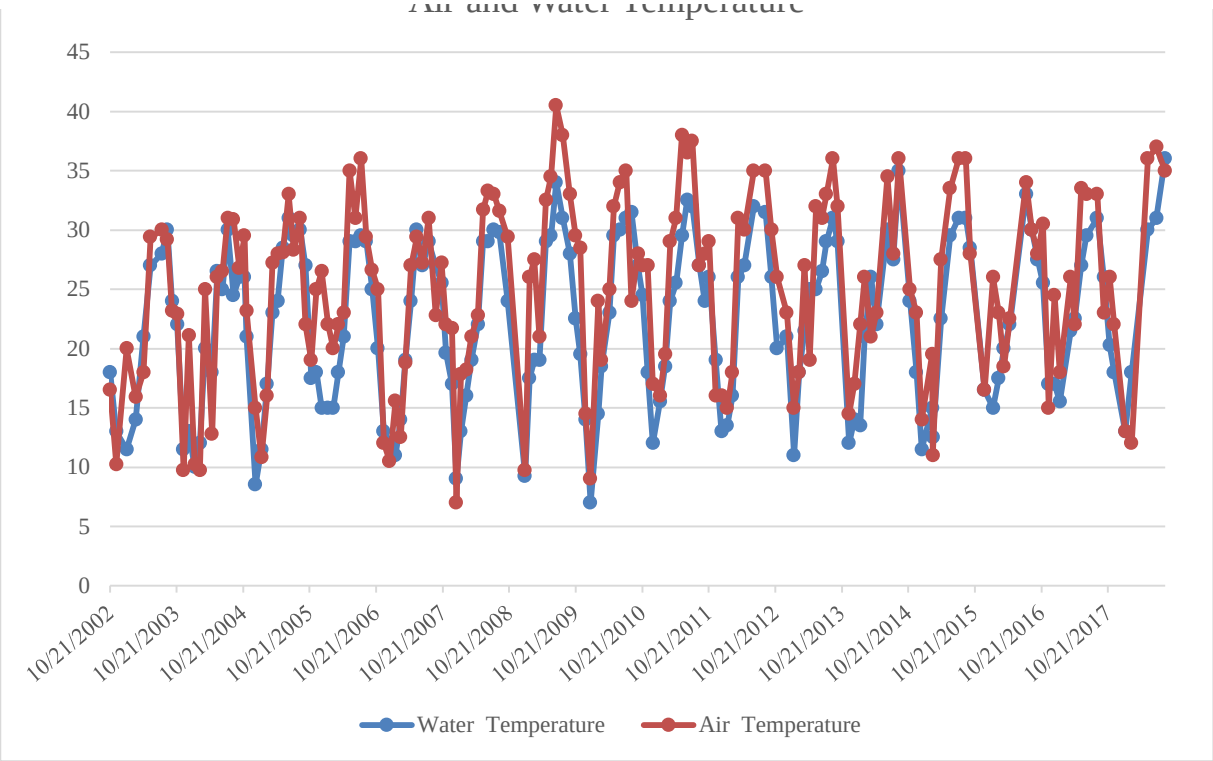


Figure 28: Air and water temperature at Site 80310

Total Dissolved Solids

Citizen scientists collected 164 TDS samples between 10/21/2002 and 8/31/2018. The mean TDS concentration was 356 mg/L and ranged from a minimum of 169 mg/L in March of 2007 to a maximum of 494 mg/L in January of 2009.

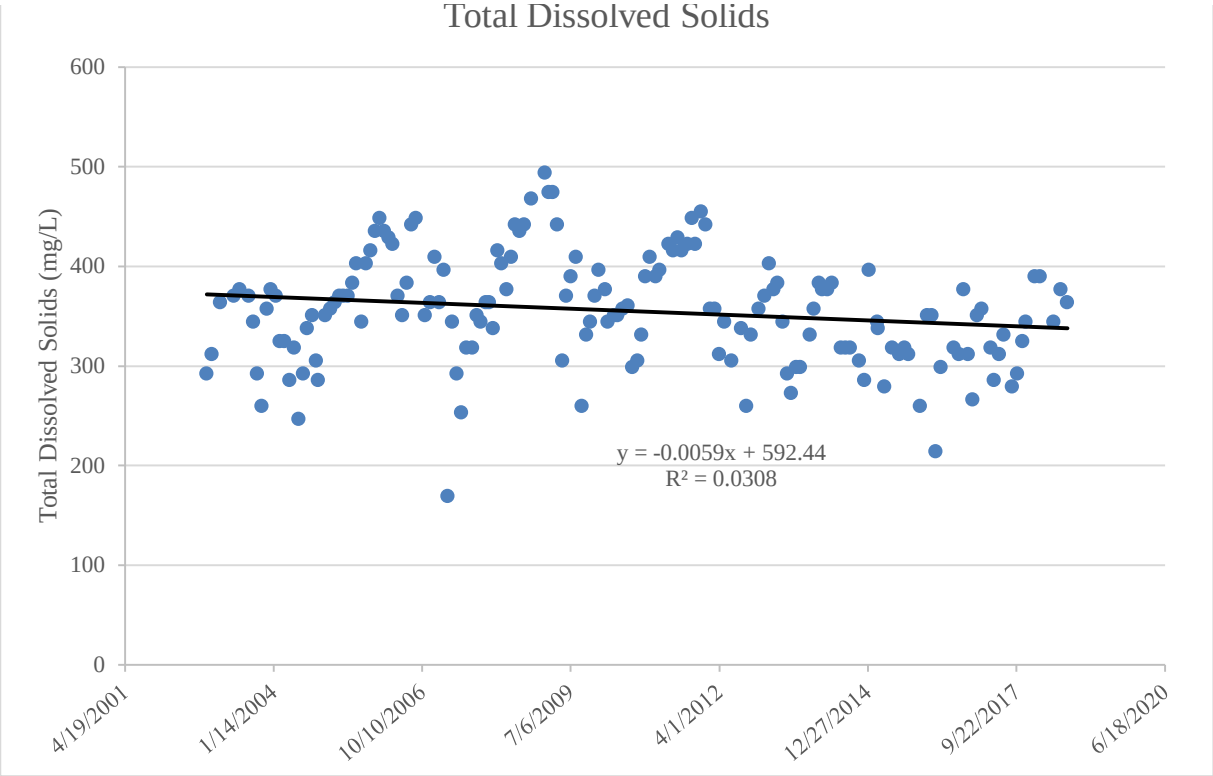


Figure 29: Total dissolved solids at Site 80310

Dissolved Oxygen

Citizen scientists collected 164 DO samples at this site between 11/25/2002 and 8/31/2018. The mean DO concentration was 7.3 mg/L. The minimum DO concentration was 4.3 mg/L and was taken in August of 2006. The maximum DO concentration was 10.8 mg/L and was taken in January of 2003.

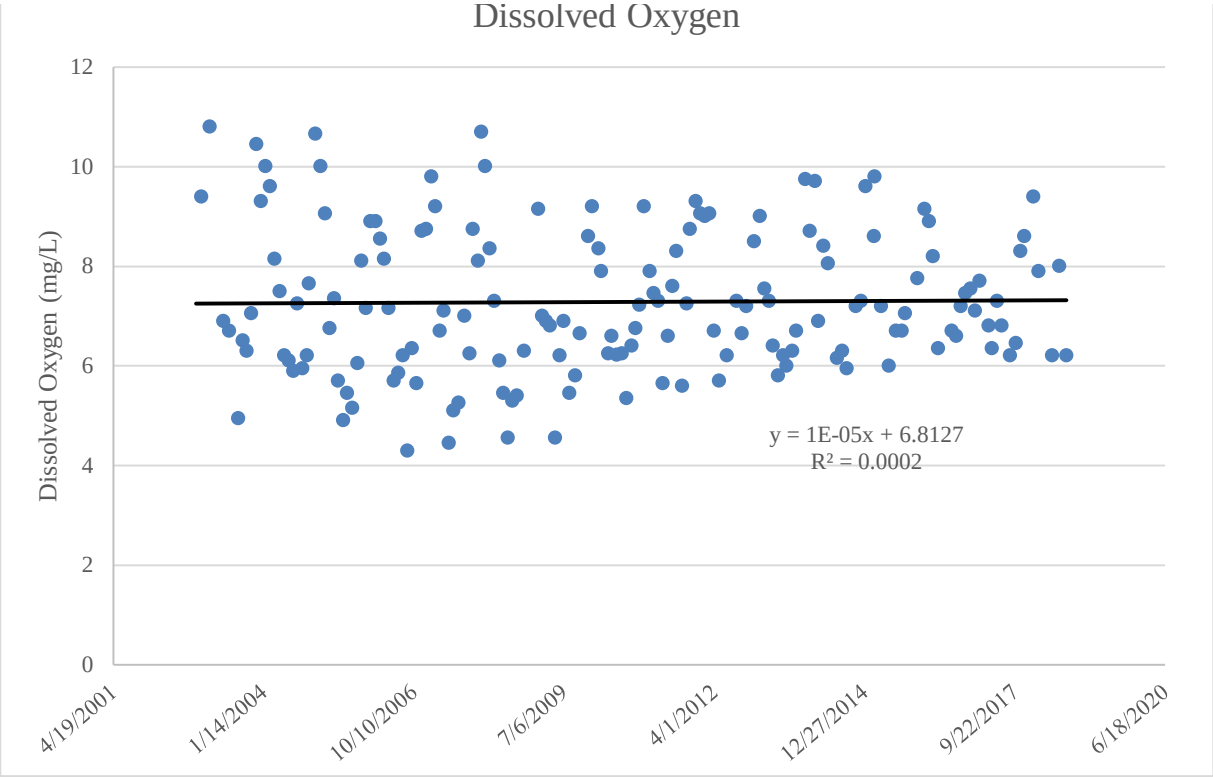


Figure 30: Dissolved oxygen at Site 80310

pH

Citizen scientists took 165 pH measurements at this site. The mean pH was 7.8 and ranged from a low of 6.5 in August and October of 2017 to a high of 8.9 in May of 2003.

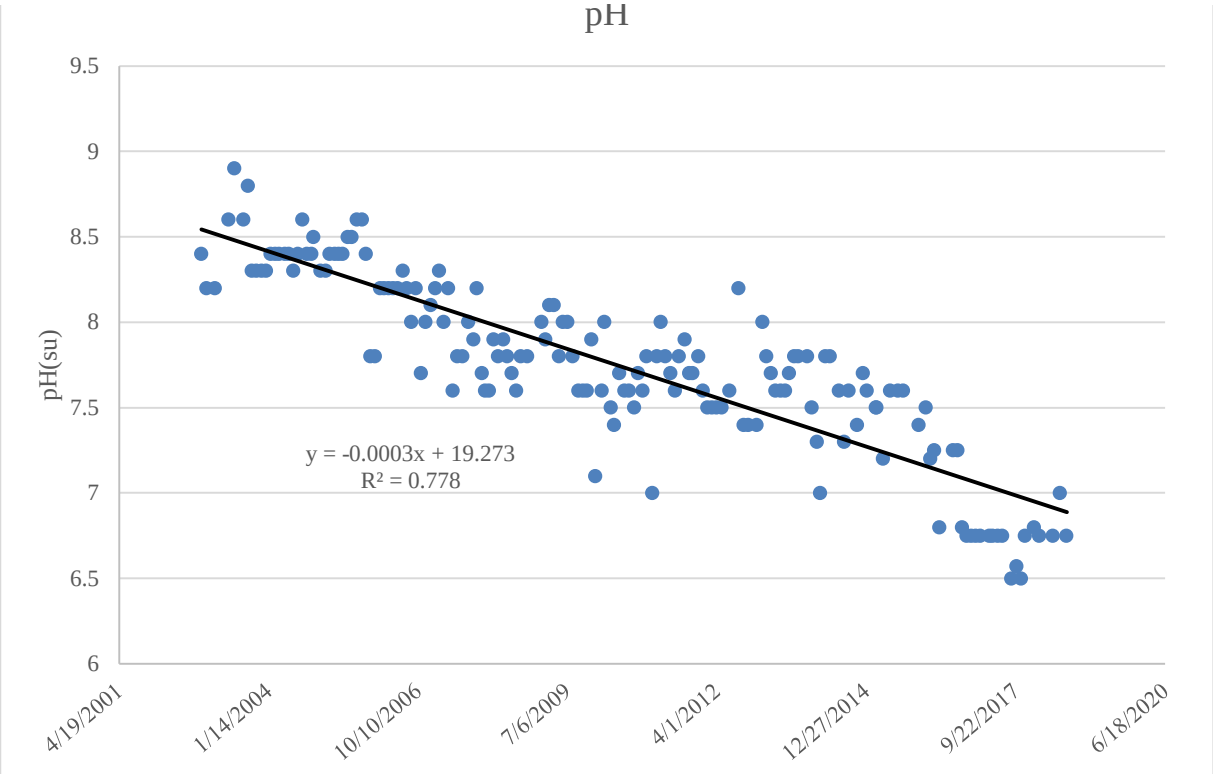


Figure 31: pH at Site 80310

E. coli

There were 163 *E. coli* measurements taken at this site between 10/21/2002 and 8/31/2018. The observed geomean was 8 CFU/100mL and ranged from a low of 1 CFU/100mL taken on multiple instances to a high of 2680 CFU/100mL taken in July of 2007.

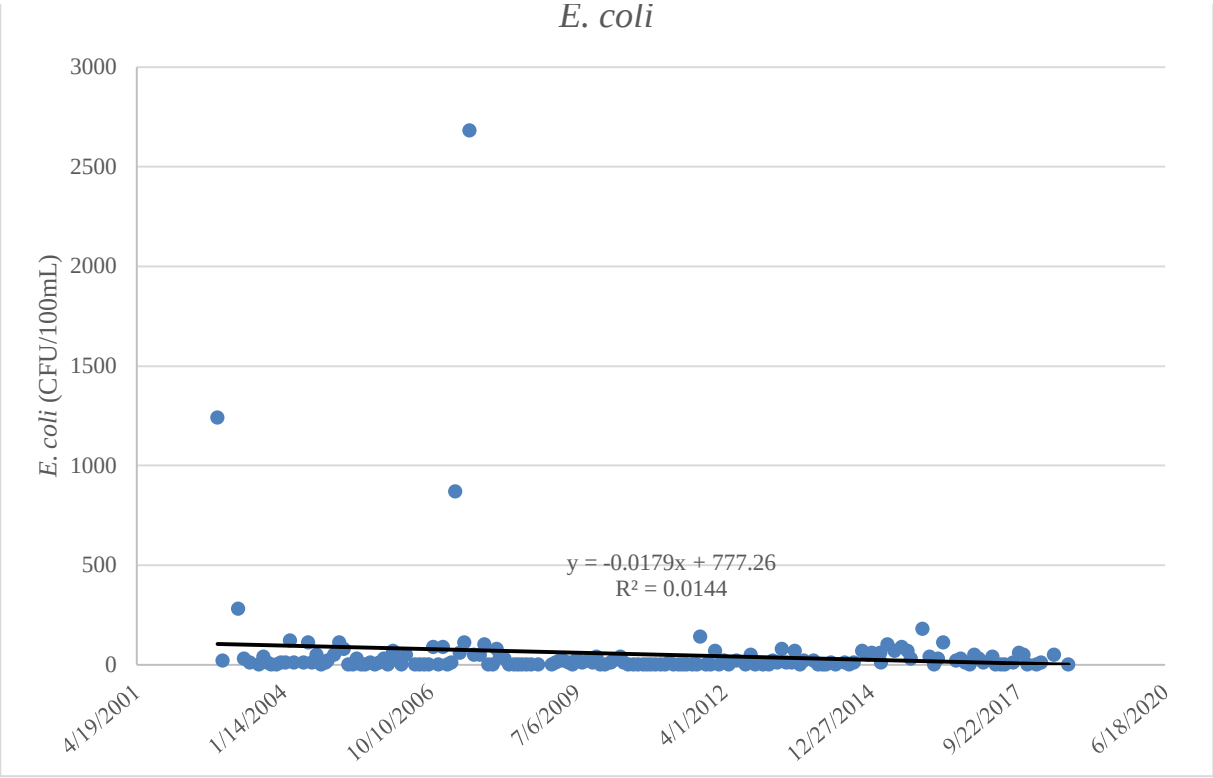


Figure 32: *E. coli* at Site 80310

Nitrate-Nitrogen

There were 164 nitrate-nitrogen measurements taken at this site between 11/25/2002 and 8/31/2018 all producing results of 1 mg/L.

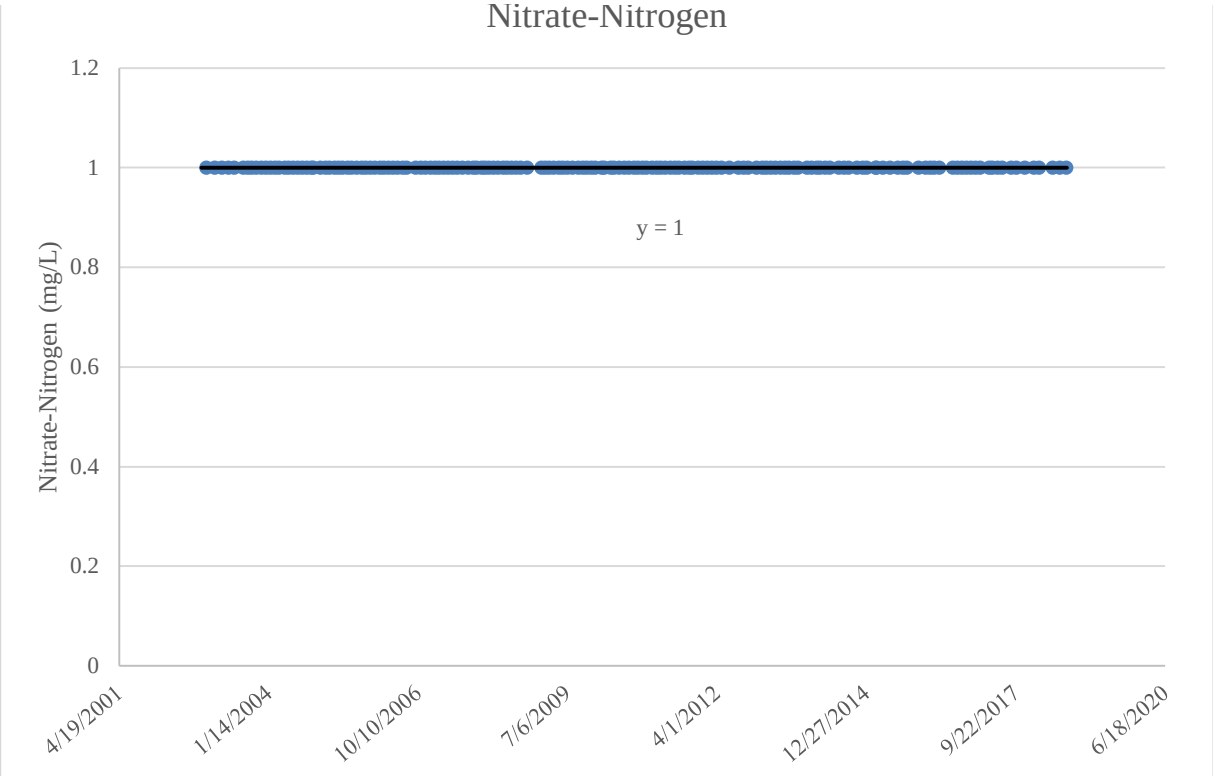


Figure 33: Nitrate-Nitrogen at Site 80310

Site 80314 – Town Creek @ Johnson Settlement

Site Description

This site is at the crossing of W Main Street in Johnson City at Town Creek. The creek continues approximately four kilometers northeast from this site until it empties out into the Pedernales River immediately downstream of the Lake Johnson City dam.

Sampling Information

This site has been sampled 108 times between 10/5/2004 and 6/25/2018. Sampling typically takes place in the morning after 8:45 and in two instances occurred in the afternoon as late as 17:30.

Table 10: Descriptive parameters for Site 80314

Parameter	Number of Samples	Mean ± Standard Deviation	Min	Max
Total Dissolved Solids (mg/L)	108	533 ± 86	150	728
Water Temperature (°C)	107	19.3 ± 5.0	9.0	27.0
Dissolved Oxygen (mg/L)	108	5.5 ± 2.0	0.9	11.5
pH (su)	106	7.7 ± 0.3	7.0	8.4
E. coli (CFU/100 ML)	94	391 ± 1027	1	7477
Nitrate-Nitrogen (mg/L)	105	1 ± 0	1	1

Site 80314 was sampled 108 times between 10/5/2004 and 6/25/2018.

Air and Water Temperature

Air temperatures were taken 108 times and water temperatures were taken 107 times at this site. The mean water temperature was 19.3°C, varying from a low of 9.0°C in February of 2011 to a high of 27.0°C in September of 2016. The air temperature varied from a low of 6°C in March of 2009 and February of 2011 to a high of 40.0°C in October of 2006.

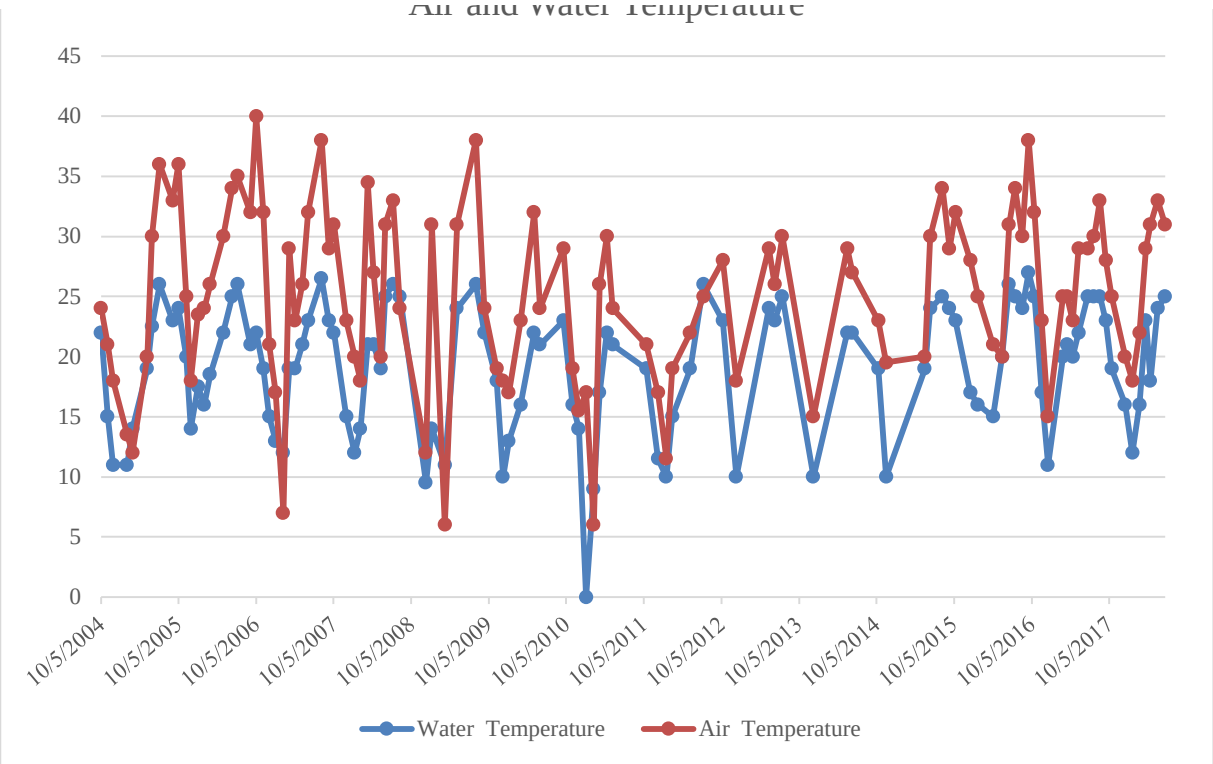


Figure 34: Air and water temperature at Site 80314

Total Dissolved Solids

Citizen scientists collected 108 TDS samples at this site between 10/5/2004 and 6/25/2018. The mean TDS concentration was 533 mg/L at this site. The minimum TDS concentration was 150 mg/L and was taken in May of 2016. The maximum TDS concentration was 728 mg/L taken in October of 2011.

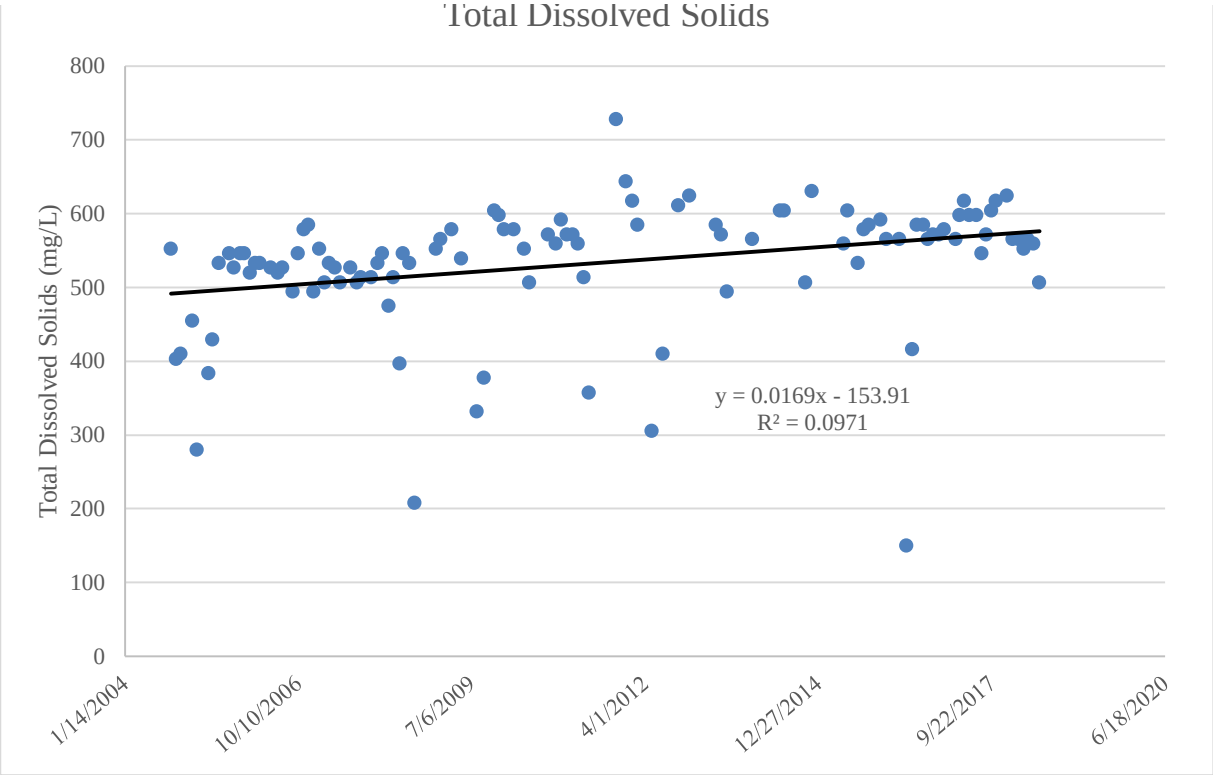


Figure 35: Total dissolved solids at Site 80314

Dissolved Oxygen

Citizen scientists collected 108 DO samples at this site between 10/5/2004 and 6/25/2018. The mean DO concentration was 5.5 mg/L. The minimum DO concentration was 0.9 mg/L and was recorded in August of 2009. The maximum DO concentration was 11.5 mg/L and was recorded in March 2007.

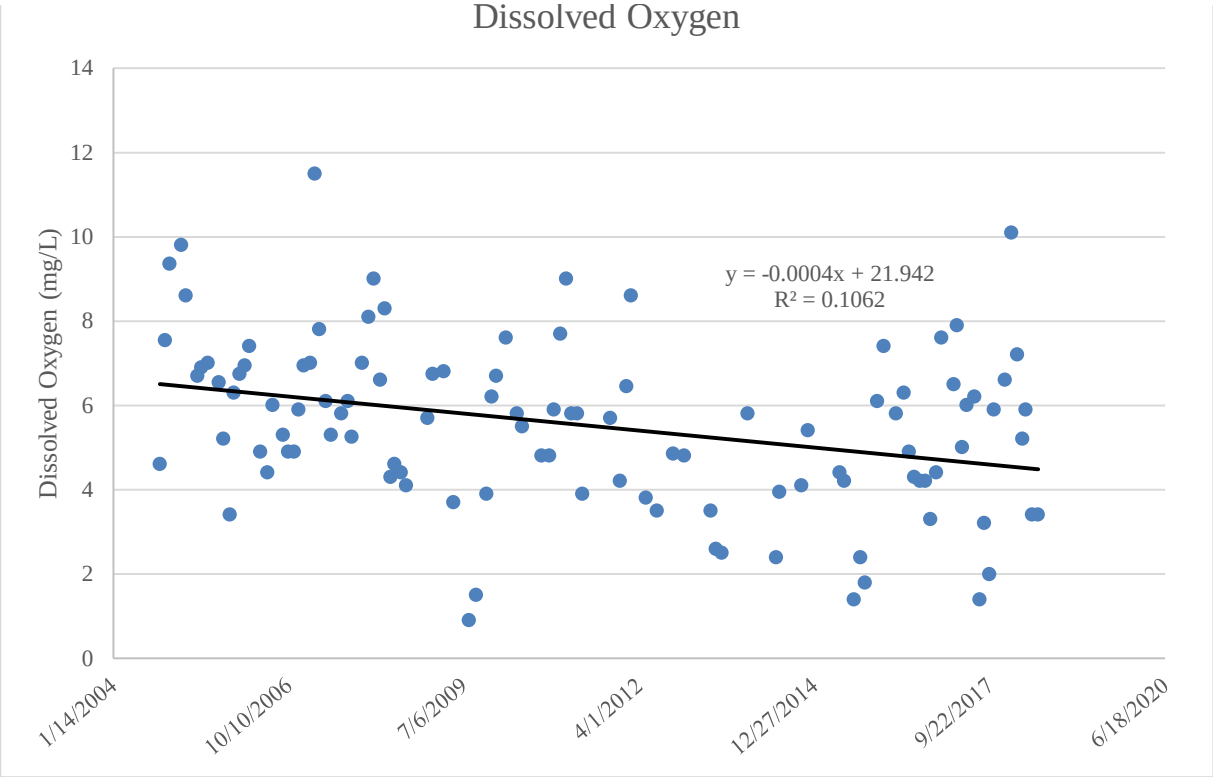


Figure 36: Dissolved oxygen at Site 80314

pH

Citizen scientists took 106 pH measurements at this site between 10/5/2004 and 6/25/2018. The mean pH was 7.7 and it ranged from a low of 7 on multiple instances and a high of 8.4 in December of 2010.

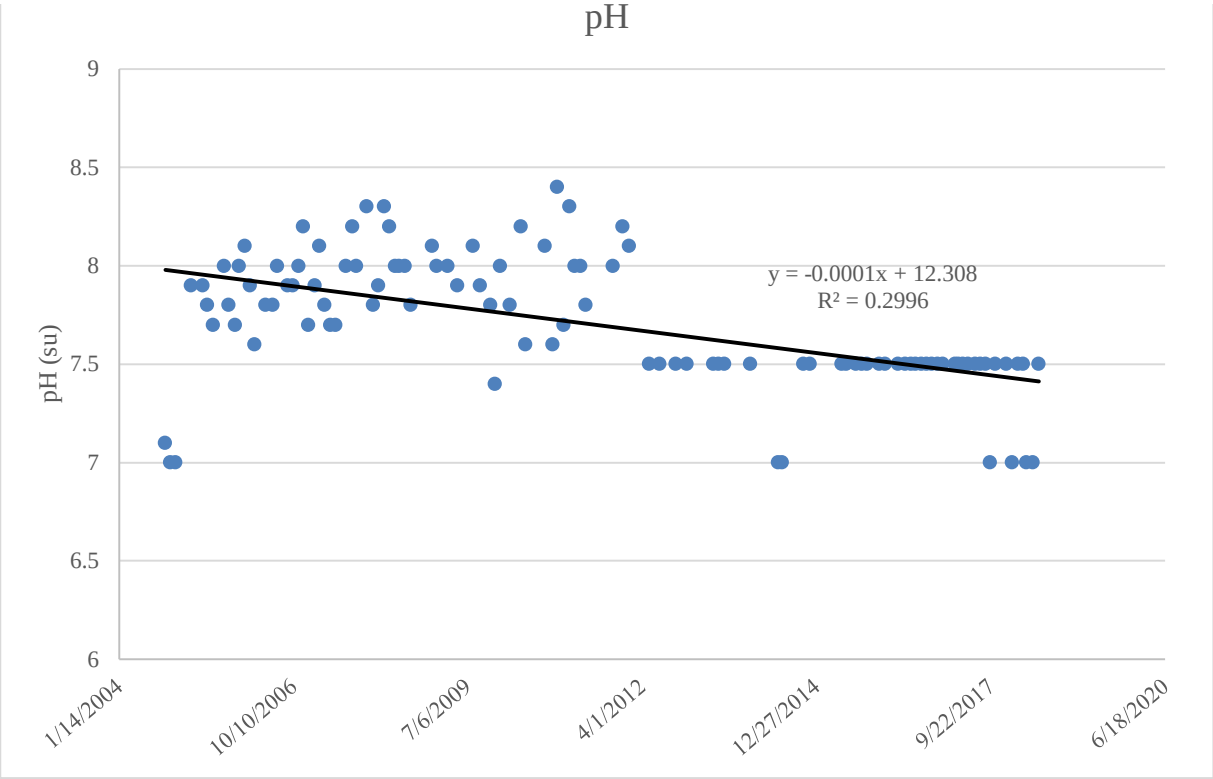


Figure 37: pH at Site 80314

E. coli

There were 94 *E. coli* measurements taken at this site between 11/4/2004 and 6/25/2018. The observed geomean was 391 CFU/100mL and ranged from a low of 1 CFU/100mL taken in March of 2010 to a high of 7477 CFU/100mL taken in May of 2016.

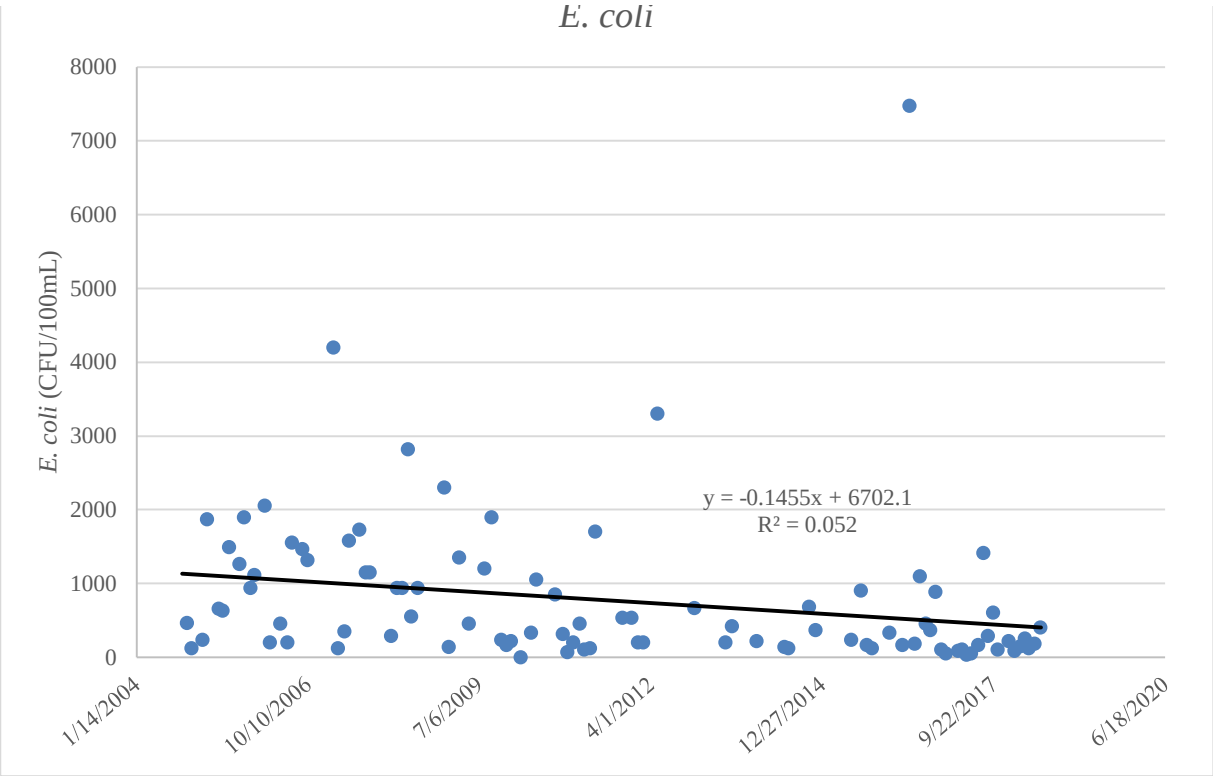


Figure 38: *E. coli* at Site 80314

Nitrate-Nitrogen

There were 105 nitrate-nitrogen measurements taken at this site between 10/5/2004 and 6/25/2018 all producing results of 1 mg/L.

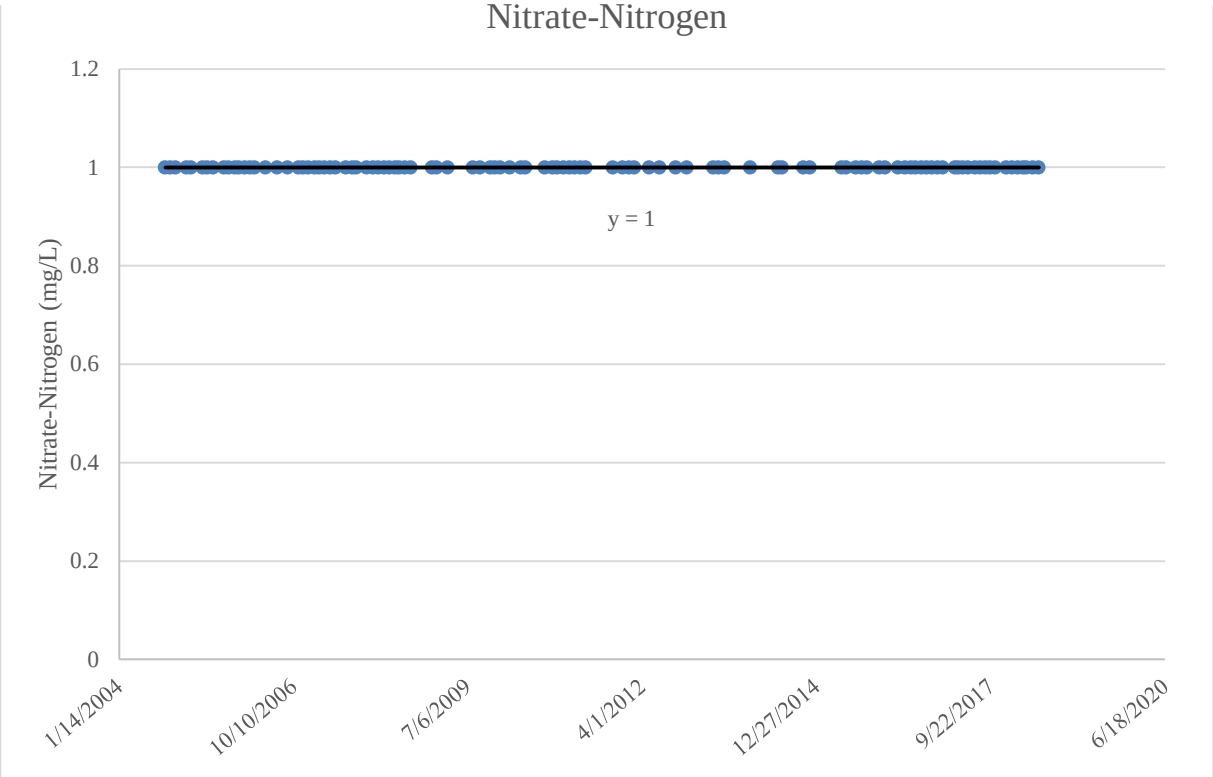


Figure 39: Nitrate-Nitrogen at Site 80314

Site 80934 – Hamilton Pool

Site Description

This site is located in Hamilton Pool Nature Preserve in a pool that has collected in a collapsed karst room that now forms a box canyon. The site, operated by Travis County Parks, is surrounded by a limestone canyon with thick riparian zones. While a waterfall feeds the pool, the pool itself is calm and has a small beach to one side.

Sampling Information

This site has been sampled 105 times between 8/13/2007 and 8/28/2018. Monitoring at this location took place between 10:00 and 18:20.

Table 11: Descriptive parameters for Site 80934

Parameter	Number of Samples	Mean ± Standard Deviation	Min	Max
Total Dissolved Solids (mg/L)	105	304 ± 30	163	364
Water Temperature (°C)	105	19.6 ± 5.9	1.0	28.0
Dissolved Oxygen (mg/L)	105	6.9 ± 1.7	2.8	10.0
pH (su)	103	7.1 ± 0.2	7.0	8.0
E. coli (CFU/100 ML)	97	34 ± 228	1	1900
Orthophosphate (mg/L)	97	1 ± 0	0.25	1

Site 80934 was sampled 105 times between 8/13/2007 and 8/28/2018.

Air and Water Temperature

There were 105 air and water temperatures taken at this site. The mean water temperature was 19.6°C. Water temperature varied from a low of 1.0°C in December of 2012, and a high of 28.0°C in August of 2007. The air temperature ranged from a low of 2.0°C in February of 2015 to a high of 37°C in June of 2012.

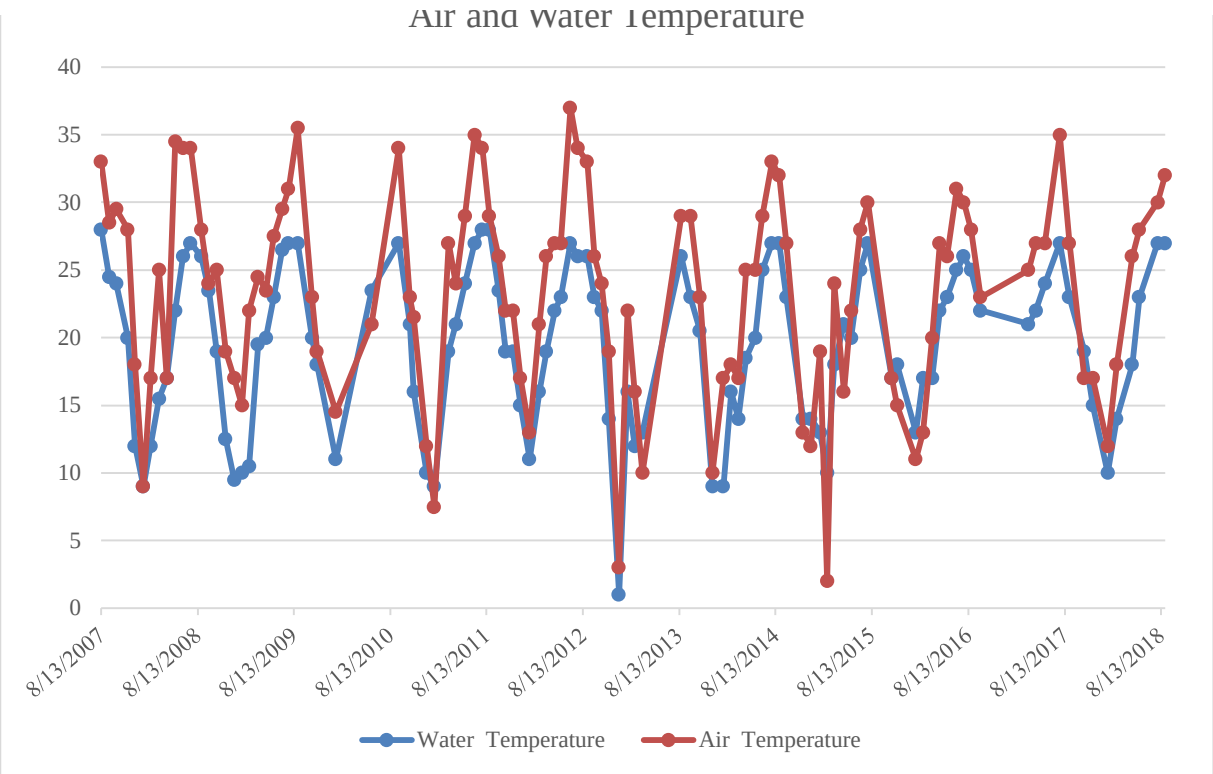


Figure 40: Air and water temperature at Site 80934

Total Dissolved Solids

Citizen scientists took 105 TDS samples at this site between 8/13/2007 and 8/28/2018. The mean TDS concentration was 304 mg/L. The minimum TDS concentration of 163 mg/L was recorded in September of 2013. The maximum TDS concentration was recorded in December of 2013 and was 364 mg/L.

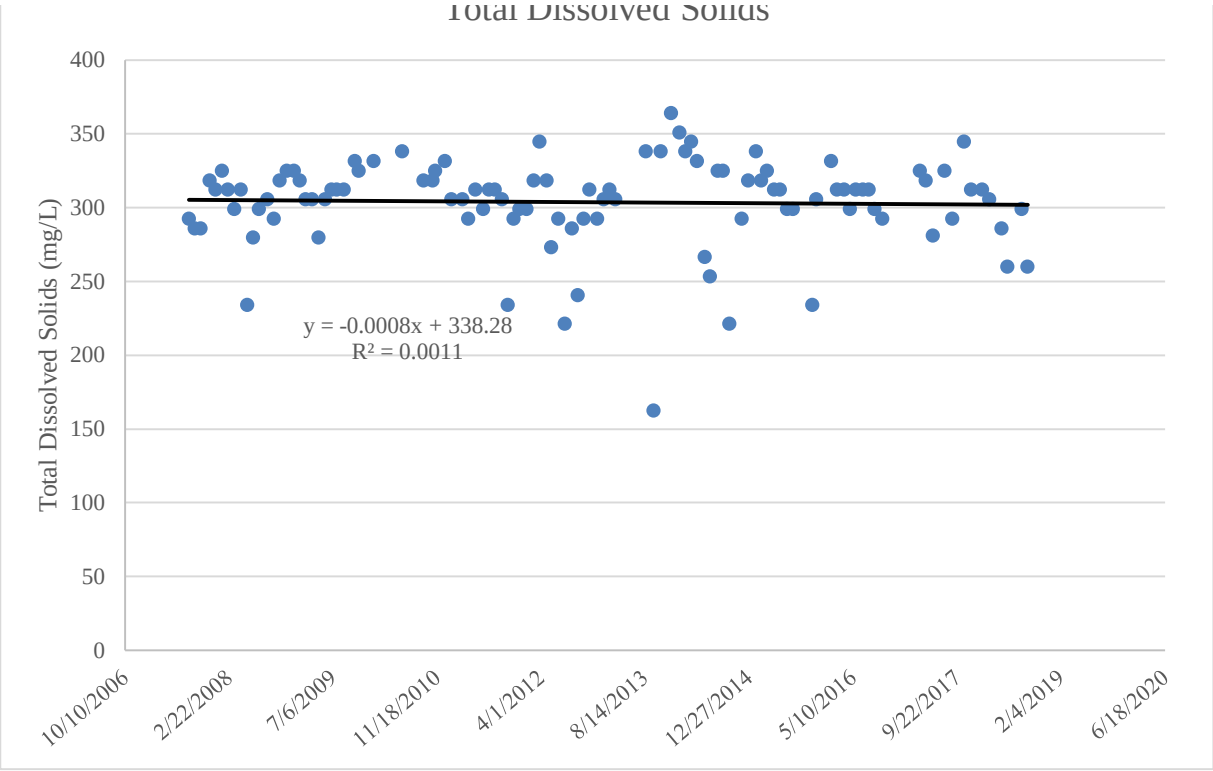


Figure 41: Total dissolved solids at Site 80934

Dissolved Oxygen

Citizen scientists collected 105 DO samples at this site between 8/13/2007and 8/28/2018. The mean DO concentration was 6.9 mg/L. The DO concentration varied from a low of 2.8 mg/L in September of 2013, to a high of 10.0 mg/L in January of 2014.

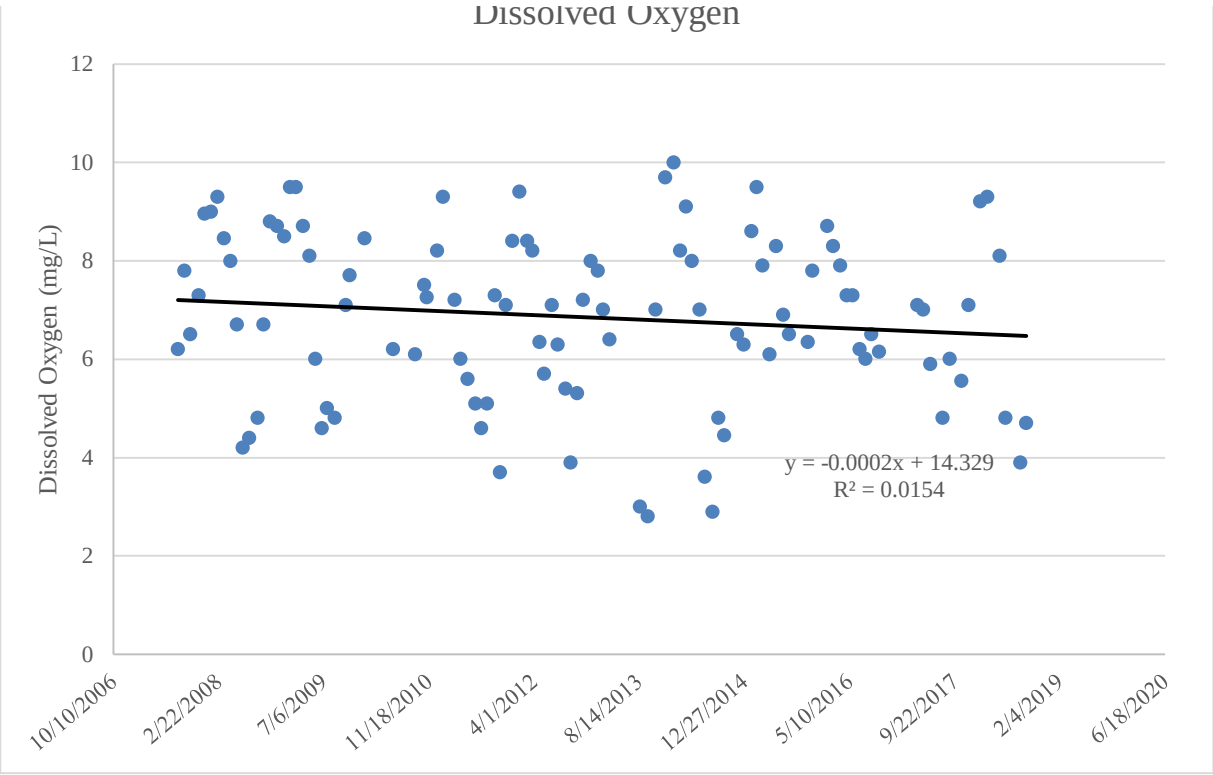


Figure 42: Dissolved oxygen at Site 80934

pH

A total of 103 pH measurements were taken at this site between 8/13/2007and 8/28/2018. The mean pH was 7.1 and it ranged from a high of 8.0 in April of 2012, to a low of 7.0 on multiple instances.

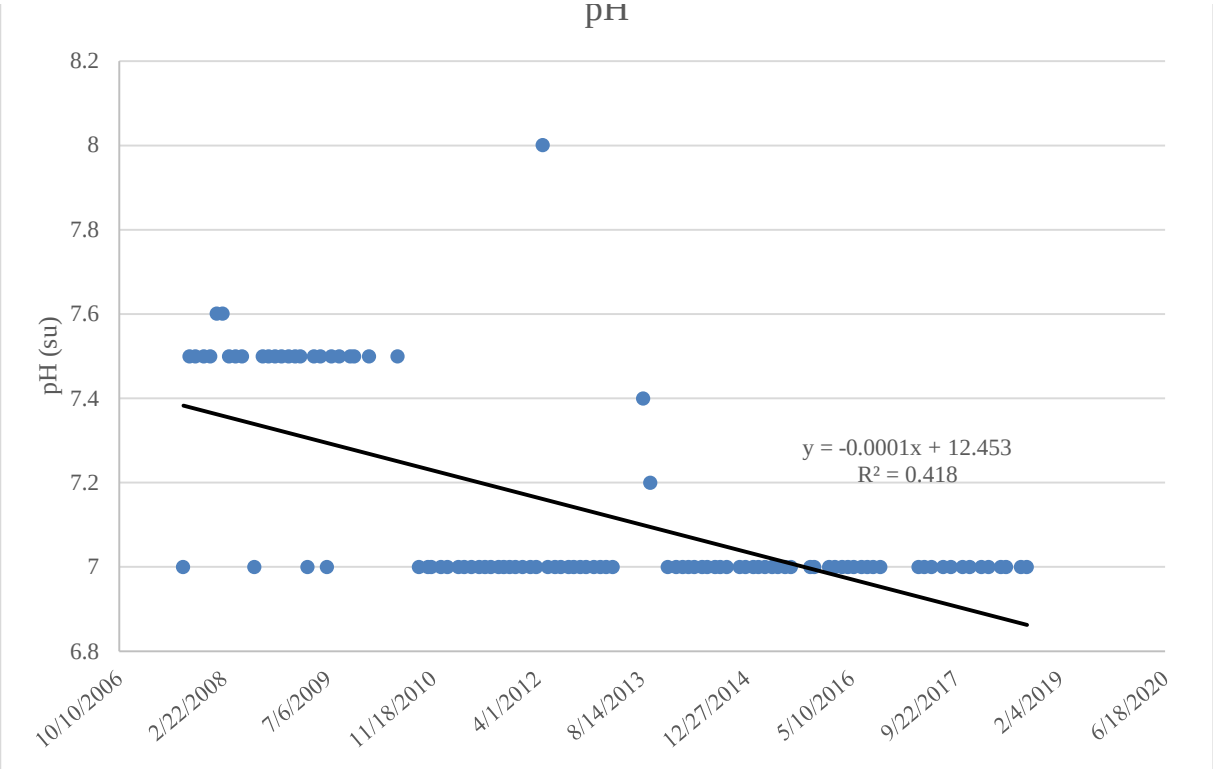


Figure 43: pH at Site 80934

E. coli

There were 97 *E. coli* measurements taken at this site between 8/13/2007 and 7/31/2018. The observed geomean was 834 CFU/100mL and ranged from a low of 1 CFU/100mL on multiple instances to a high of 1900 CFU/100mL taken in November of 2015.

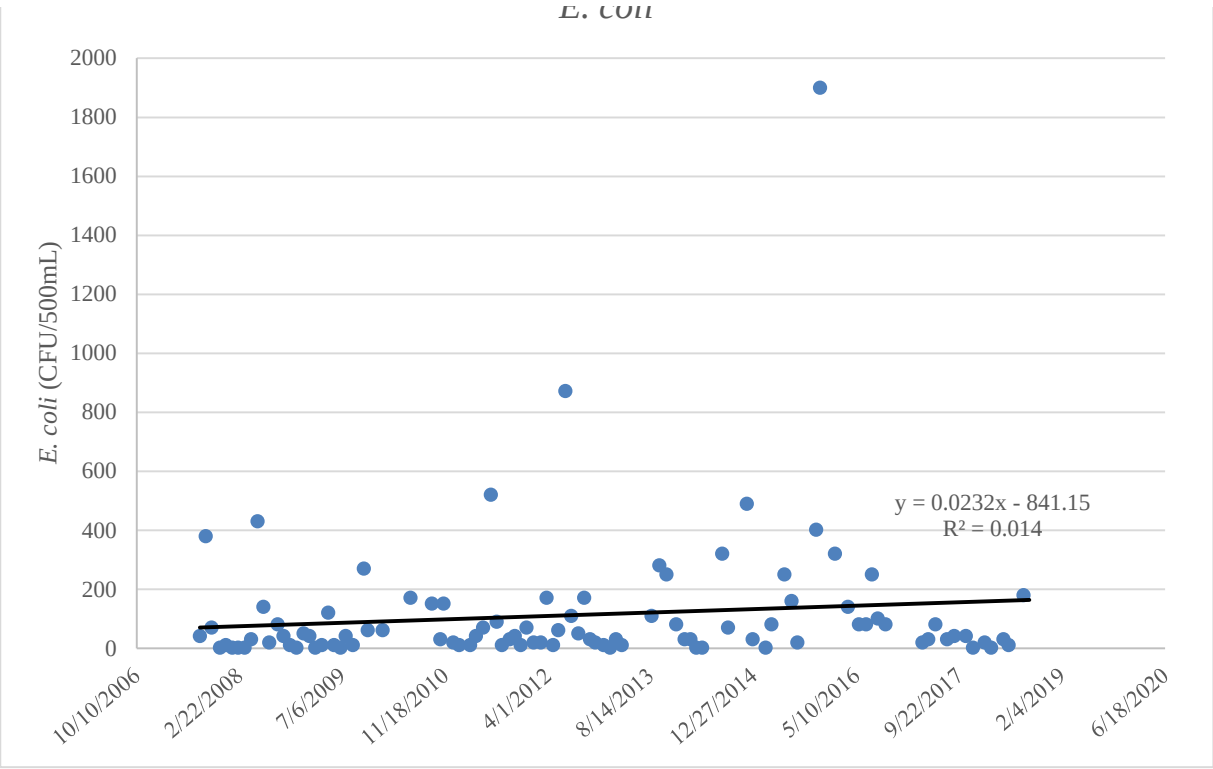


Figure 44: *E. coli* at Site 80934

Orthophosphate

Citizen scientists collected 97 orthophosphate samples at this site between 8/13/2007 and 7/31/2018. The mean orthophosphate concentration was 0.63 mg/L and ranged from a low of 0.25 mg/L to a high of 1 mg/L on multiple instances.

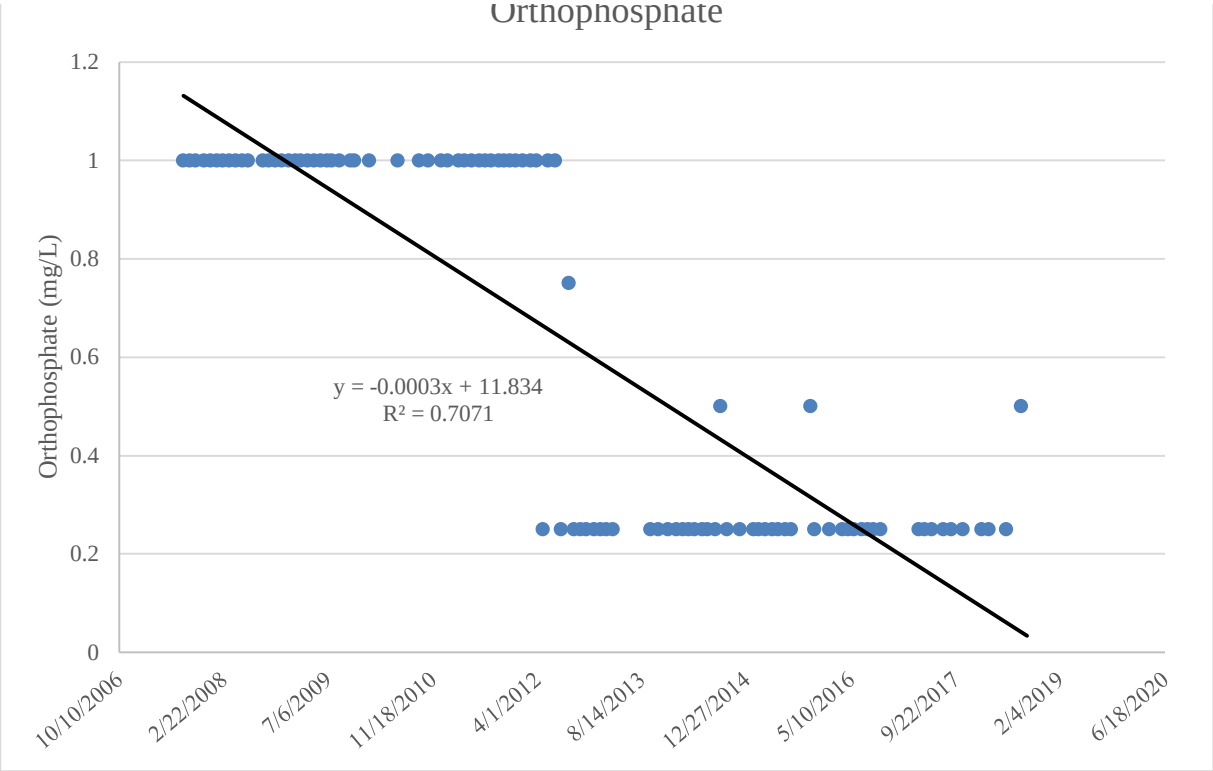


Figure 45: Orthophosphate at Site 80934

Site 80935 – Cypress Creek at Hammett's Crossing

Site Description

This site is located at a low water crossing of Cypress Creek off of Nicholson Bluff Road. This site features a small dammed area of the creek, with a riparian zone to the north and east sides of the creek. The land surrounding the site is predominantly rangeland with dense woodland immediately alongside the creek.

Sampling Information

This site was monitored 113 times between 3/5/2009 and 8/20/2018. Sampling times typically occur between 8:00 and 17:35.

Table 12: Descriptive parameters for Site 80935

Parameter	Number of Samples	Mean ± Standard Deviation	Min	Max
Total Dissolved Solids (mg/L)	110	338 ± 50	182	481
Water Temperature (°C)	113	20.4 ± 6.6	5.5	30.0
Dissolved Oxygen (mg/L)	113	6.7 ± 1.5	3.6	11.5
pH (su)	113	7.9 ± 0.2	7.5	8.3
E. coli (CFU/100mL)	104	13 ± 182	1	1520
Nitrate-Nitrogen (mg/L)	99	1 ± 0	0	1

Site 80935 was sampled 113 times between 3/5/2009 and 8/20/2018.

Air and Water Temperature

Air and water temperatures were taken 113 times at this site between 3/5/2009 and 8/20/2018. The mean water temperature was 20.4°C. Water temperature varied from a low of 5.5°C in January of 2010, to a high of 30.0°C in August of 2011. The air temperature varied from a low of 5.0°C in January 2018, to a high of 35.0°C in September of 2009.

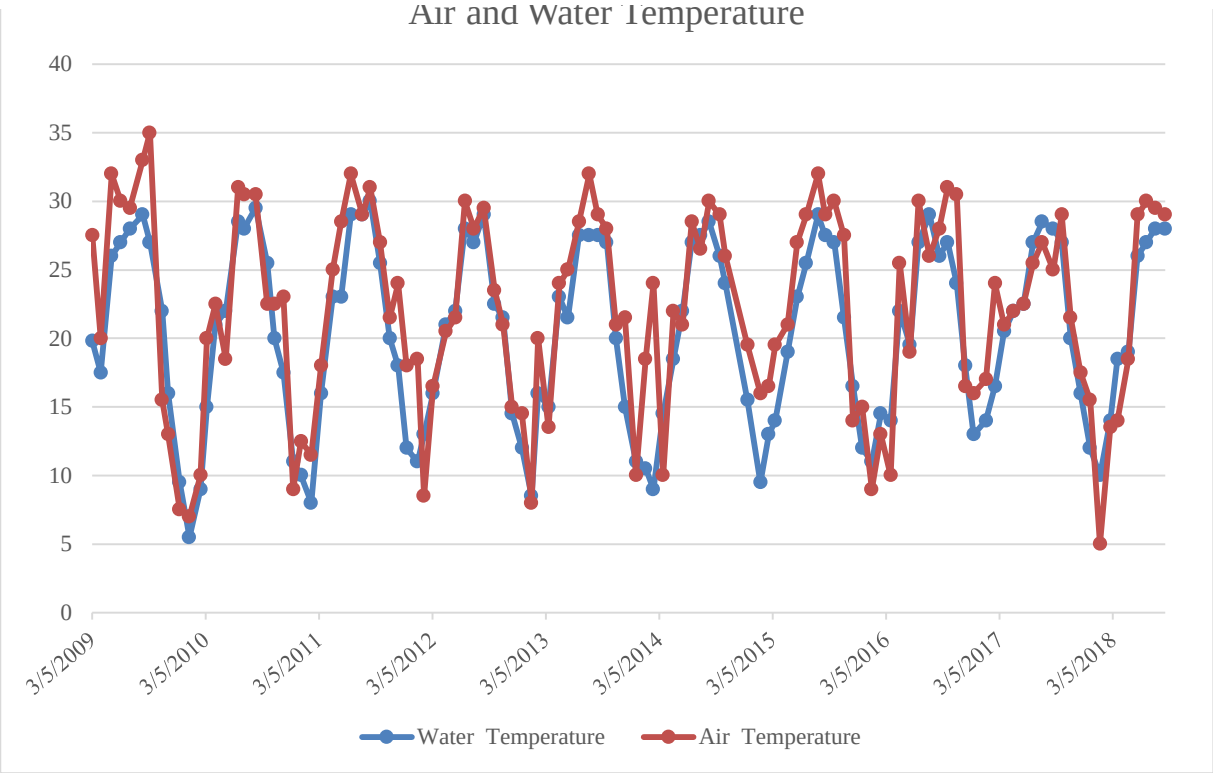


Figure 46: Air and water temperature at Site 80935

Total Dissolved Solids

Citizen scientists took a total of 110 TDS samples at this site between 3/5/2009 and 8/20/2018. The mean TDS concentration was 338 mg/L. The concentration of TDS varied from a low of 182 mg/L in March of 2016, to a high of 481 mg/L in January of 2012.

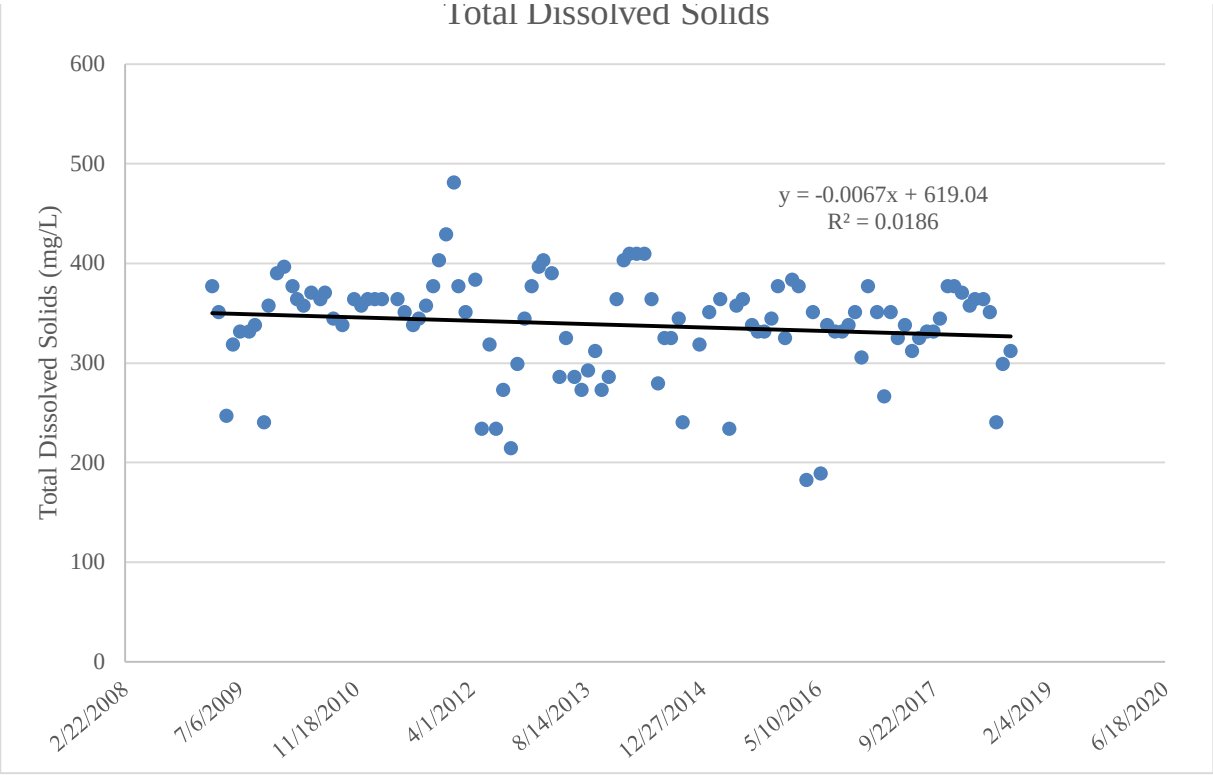


Figure 47: Total dissolved solids at Site 80935

Dissolved Oxygen

Citizen scientists took 113 DO samples at this site between 3/5/2009 and 8/20/2018. The mean DO concentration was 6.7 mg/L. The minimum DO concentration was 3.6 mg/L and was taken in September of 2014. The maximum DO concentration was 11.5 mg/L and was taken in January of 2010.

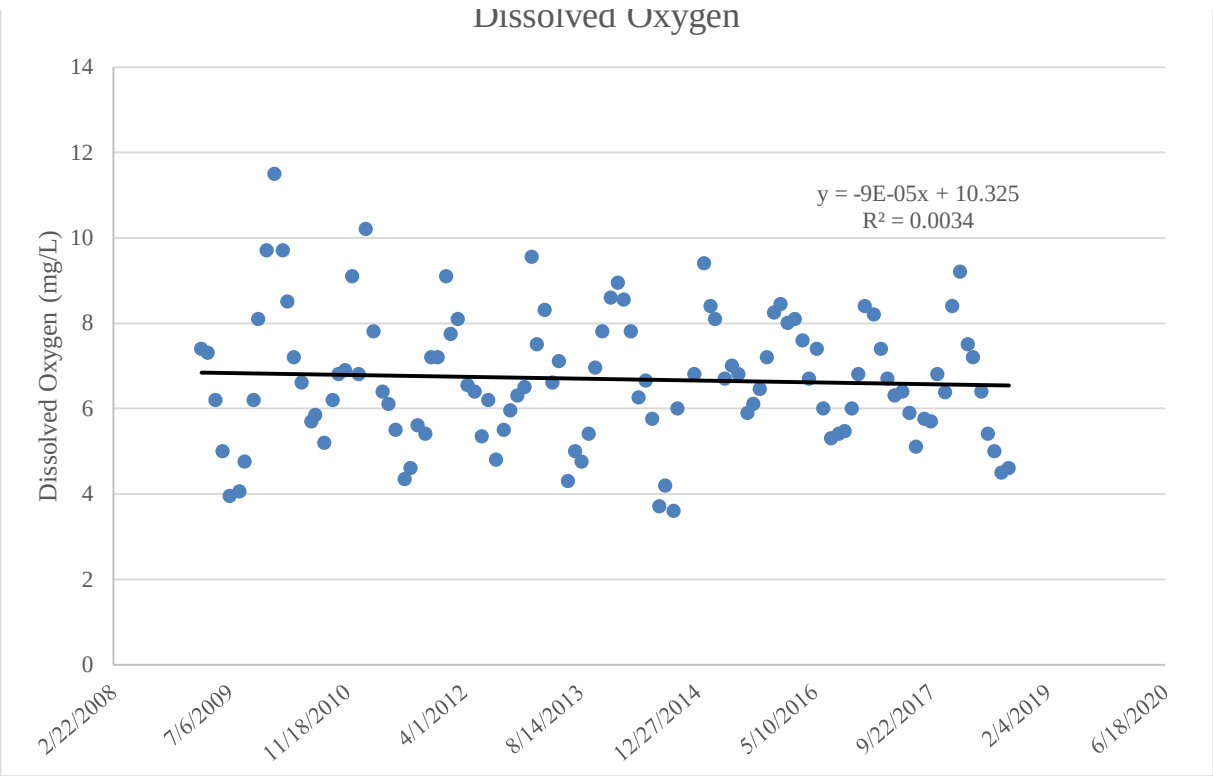


Figure 48: Dissolved oxygen at Site 80935

pH

Citizen scientists took 113 pH measurements at this site between 3/5/2009 and 8/20/2018. The mean pH was 7.9. The pH ranged from a low of 7.5 in April of 2015 to a high of 8.3 in August of 2015 and January of 2018.

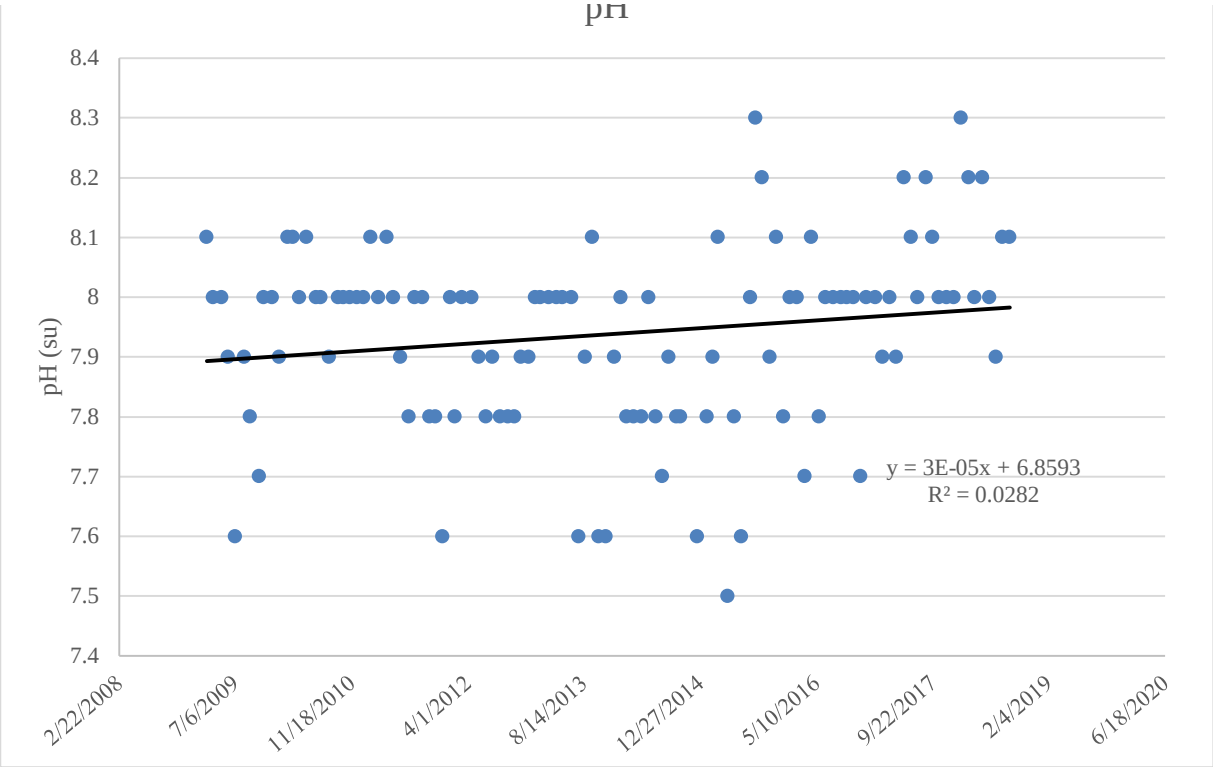


Figure 49: pH at Site 80935

E. coli

Citizen scientists collected 104 *E. coli* samples at this site between 3/5/2009 and 8/20/2018. The geomean for *E. coli* was 13 CFU/100 mL. The minimum *E. coli* count was 1 CFU/100 mL and was recorded on multiple occasions. The maximum *E. coli* count was 1520 CFU/100 mL and was collected in January of 2017.

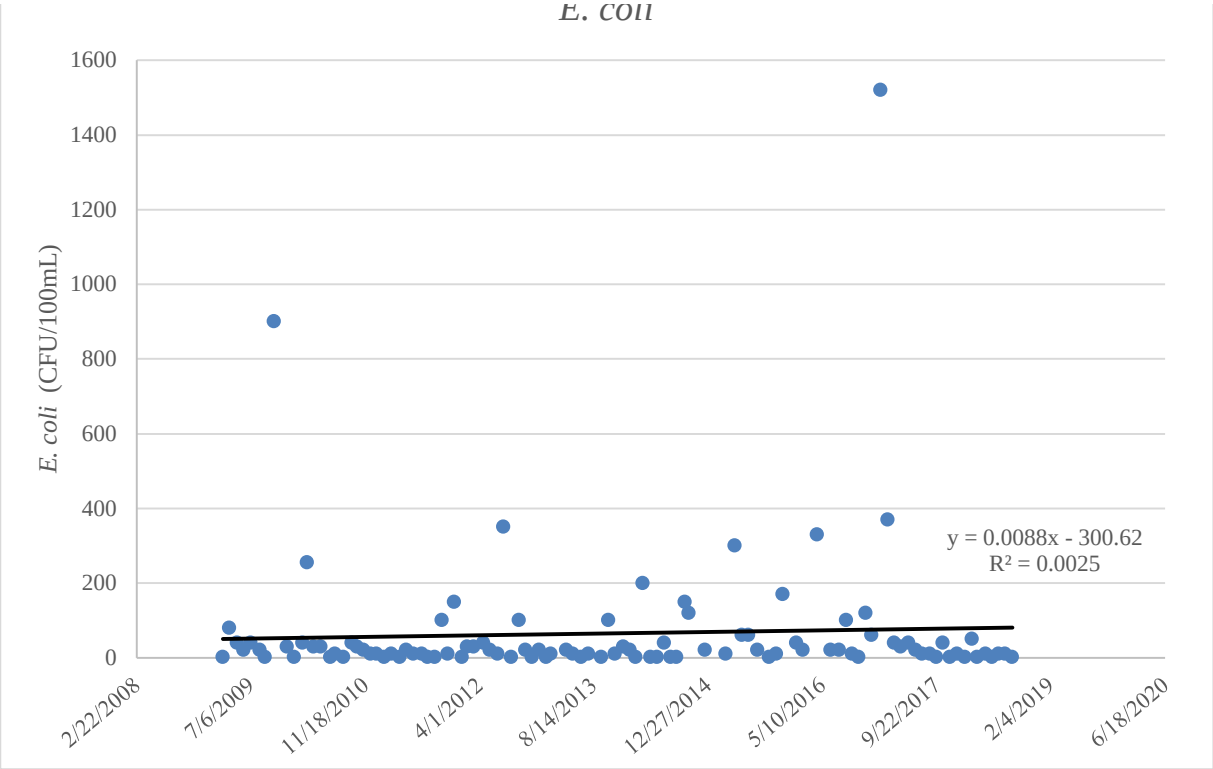


Figure 50: *E. coli* at Site 80935

Nitrate-Nitrogen

Citizen scientists collected 99 nitrate-nitrogen samples at this site between 3/5/2009 and 2/25/2018. The mean nitrate-nitrogen concentration was 0.52 mg/L. Nitrate-nitrogen ranged in concentration from 0.25 mg/L to a high of 1.0 mg/L taken on multiple occasions.

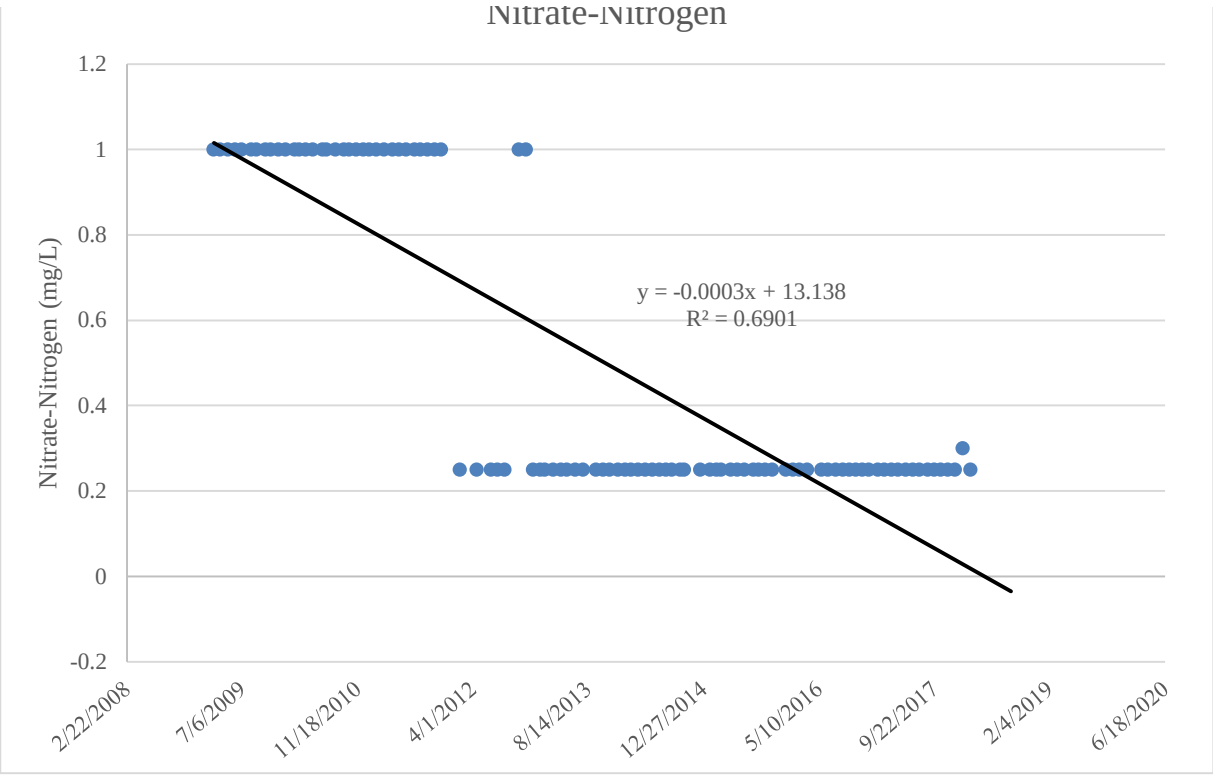


Figure 51: Nitrate-Nitrogen at Site 80935

Site 80936 – Pogue Springs

Site Description

This site is located at the Pogue Springs on Milton Reimers Ranch Park, which is operated by Travis County Parks. It is located on the Pogue Springs Preserve/Hogge Reserve component of the property and is accessible by foot only.

Sampling Information

This site was monitored 80 times between 1/19/2010 and 8/28/2018. Sampling times typically occur between 11:30 and 17:10.

Table 13: Descriptive parameters for Site 80936

Parameter	Number of Samples	Mean ± Standard Deviation	Min	Max
Total Dissolved Solids (mg/L)	80	322 ± 38	215	390
Water Temperature (°C)	80	20.3 ± 5.6	7.0	30.0
Dissolved Oxygen (mg/L)	80	6.9 ± 1.8	0.1	10.2
pH (su)	79	7.1 ± 0.2	6.9	7.9
E. coli (CFU/100mL)	71	40 ± 480	1	2500
Nitrate-Nitrogen (mg/L)	70	1 ± 1	0.25	4

Site 80936 was sampled 80 times between 1/19/2010 and 8/28/2018.

Air and Water Temperature

Air and water temperatures were taken 80 times at this site between 1/19/2010 and 8/28/2018. The temperature of the springs reflects a temperature similar to that of the average annual temperature in Austin, Texas of 20.8°C. Pogue Springs average 20.3°C year-round. Water temperature varied from a low of 7.0°C in December of 2012, to a high of 30.0°C in July of 2011. The air temperature varied from a low of 2.0°C in January 2014 and February of 2015, to a high of 40.0°C in August of 2010.

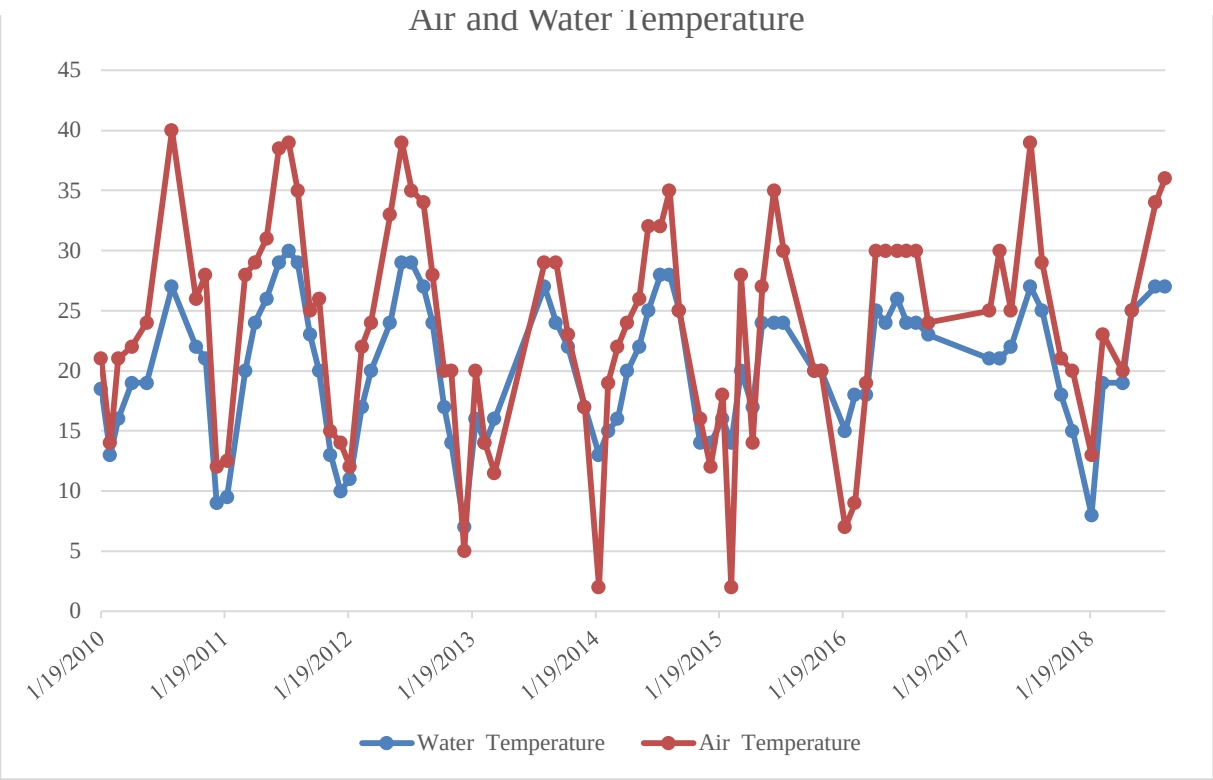


Figure 52: Air and water temperature at Site 80936

Total Dissolved Solids

Citizen scientists took a total of 80 TDS samples at this site between 1/19/2010 and 8/28/2018. The mean TDS concentration was 322 mg/L. The concentration of TDS varied from a low of 215 mg/L in September of 2013, to a high of 390 mg/L in May of 2017.

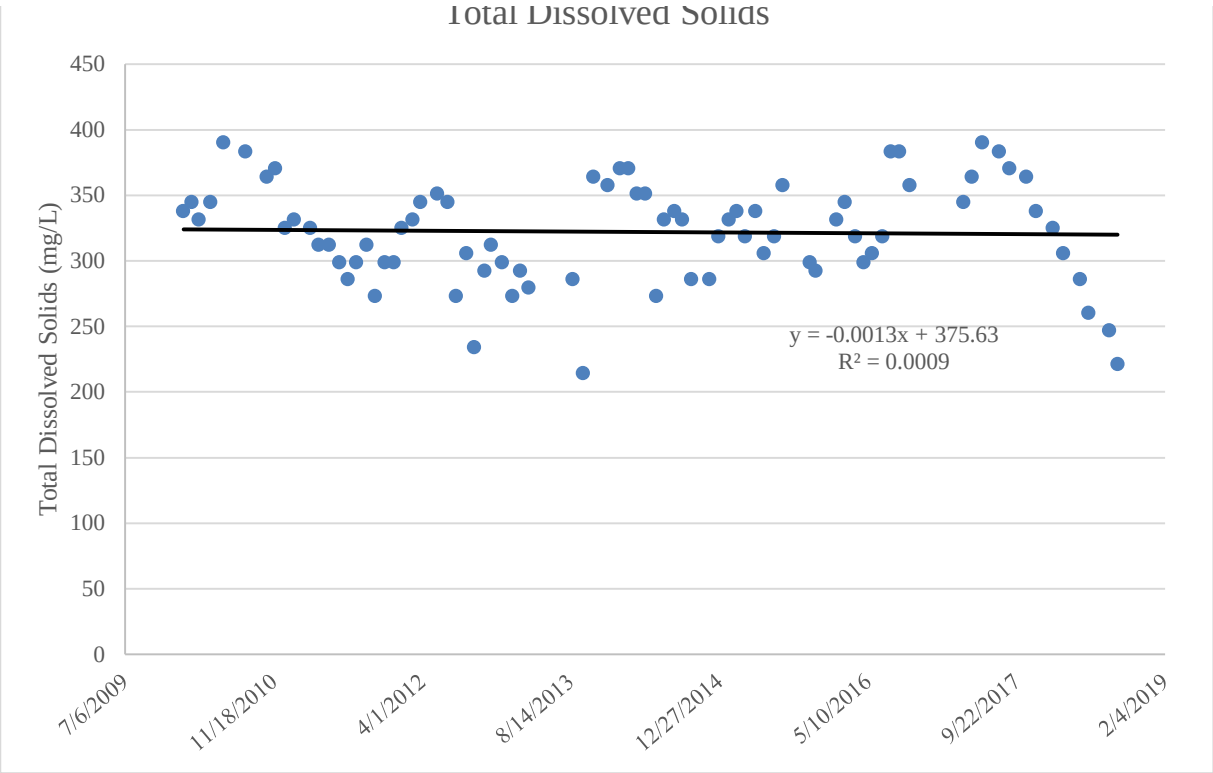


Figure 53: Total dissolved solids at Site 80936

Dissolved Oxygen

Citizen scientists took 80 DO samples at this site between 1/19/2010 and 8/28/2018. The mean DO concentration was 6.9 mg/L. The minimum DO concentration was 0.1 mg/L and was taken in October and November of 2011. The maximum DO concentration was 10.2 mg/L and was taken in January of 2018.

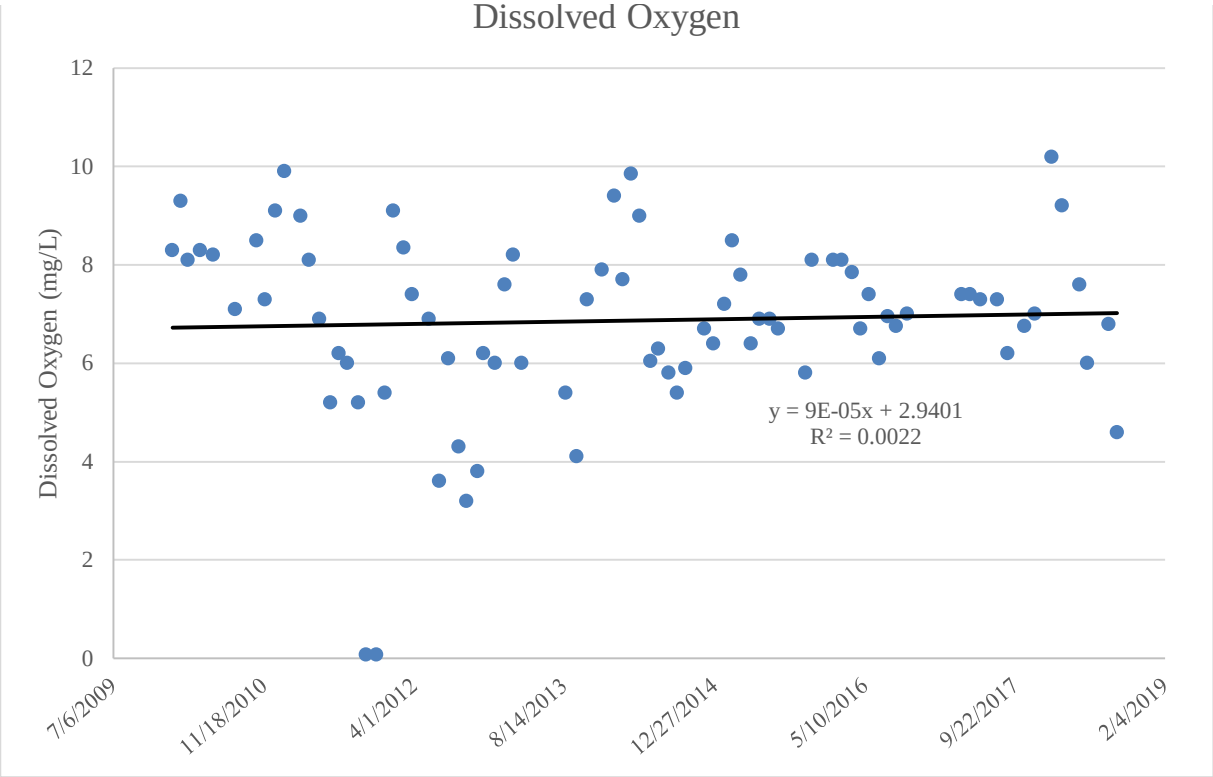


Figure 54: Dissolved oxygen at Site 80936

pH

Citizen scientists took 79 pH measurements at this site between 1/19/2010 and 8/28/2018. The mean pH was 7.1. The pH ranged from a low of 6.9 in November of 2017 to a high of 7.9 in September of 2013.

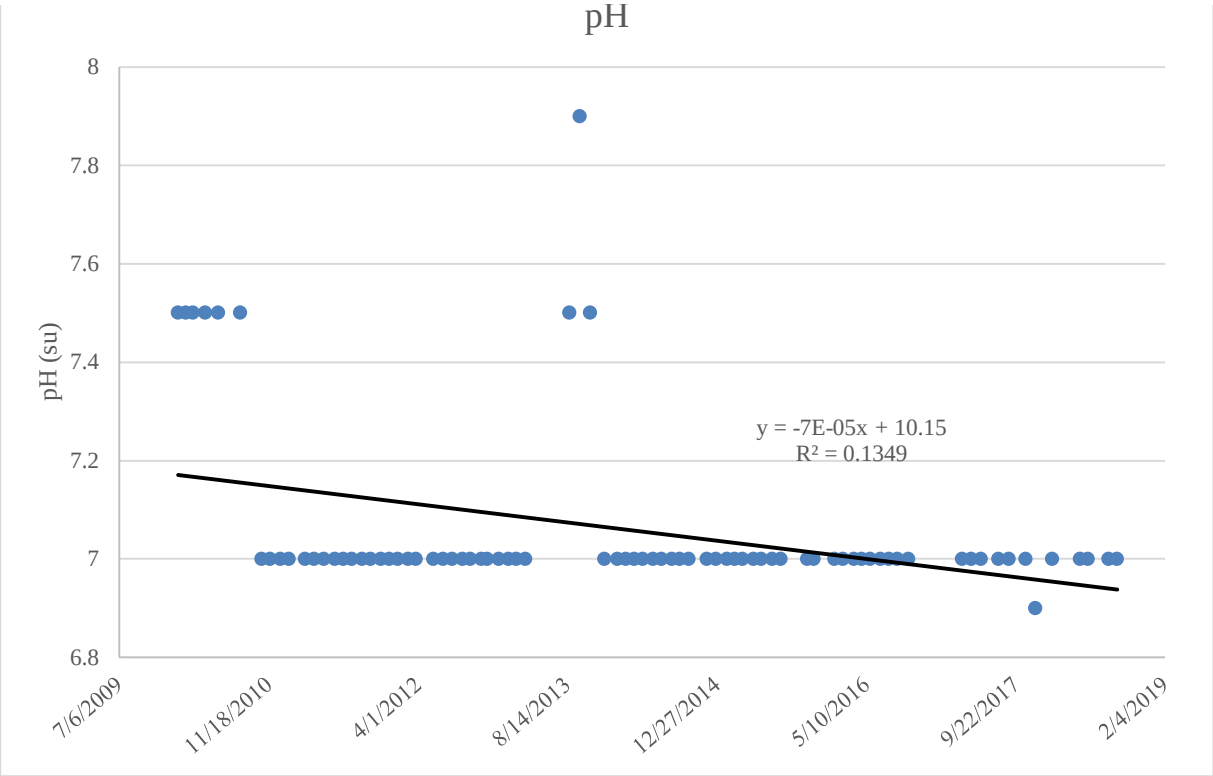


Figure 55: pH at Site 80936

E. coli

Citizen scientists collected 71 *E. coli* samples at this site between 1/19/2010 and 7/31/2018. The geomean for *E. coli* was 40 CFU/100 mL. The minimum *E. coli* count was 1 CFU/100 mL and was recorded on multiple occasions. The maximum *E. coli* count was 2500CFU/100 mL and was collected in October of 2013.

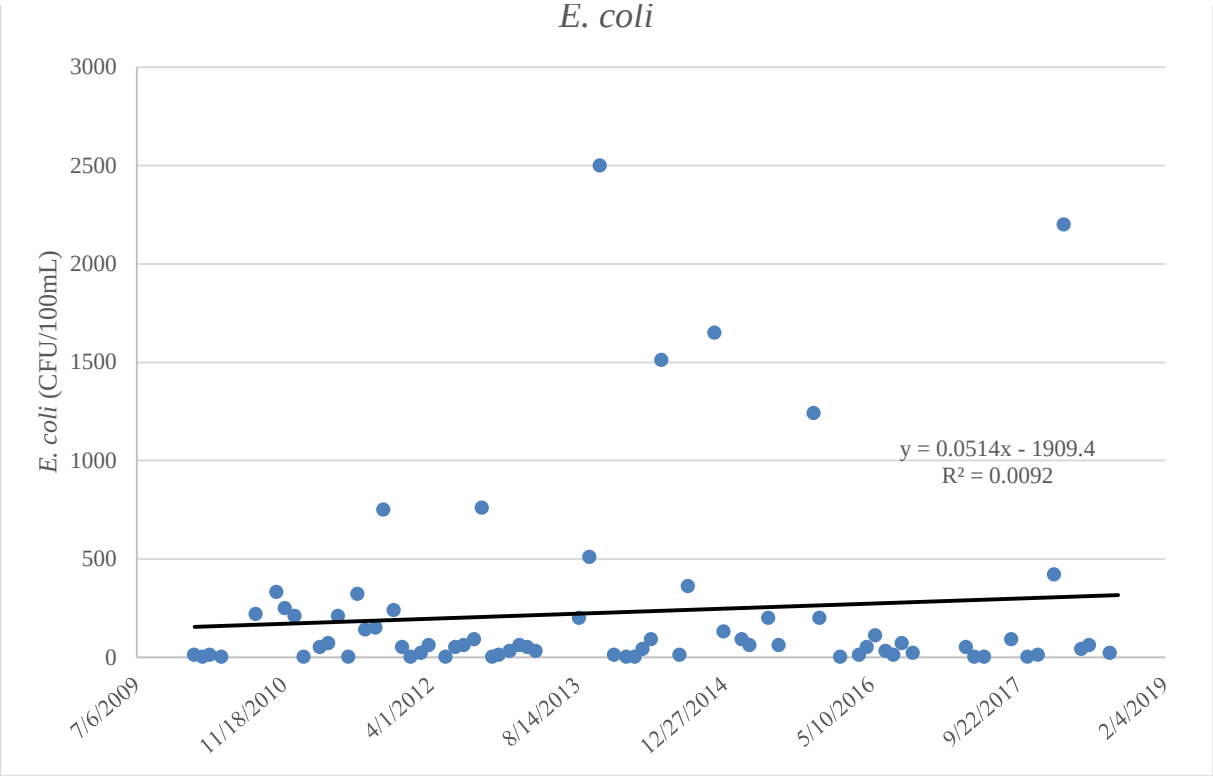


Figure 56: *E. coli* at Site 80936

Nitrate-Nitrogen

Citizen scientists collected 70 nitrate-nitrogen samples at this site between 1/19/2010 and 7/31/2018. The mean nitrate-nitrogen concentration was 0.56 mg/L. Nitrate-nitrogen ranged in concentration from 0.25 mg/L taken on multiple instances to a high of 4.0 mg/L taken in February of 2010.

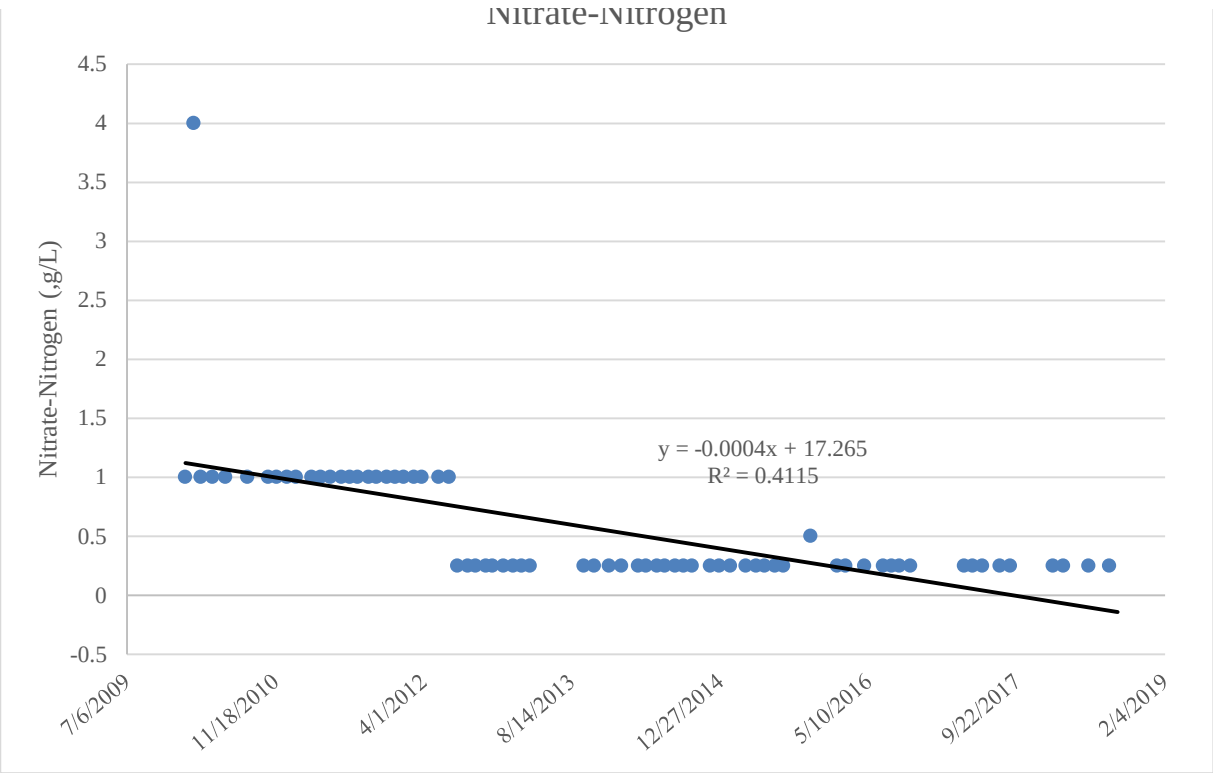


Figure 57: Nitrate-Nitrogen at Site 80936

Site 81496 – Pedernales River at Pedernales Place Park

Site Description

This site is located on the Pedernales River near the Blanco-Hays County line. The site is accessible through private property at the dead end of Liveoak Canyon Rd via the Pedernales Place Property Owners' Association and is approximately 600 meters upstream of the confluence of Dead Man's Creek. The river is surrounded by a thick woodland along this section and the surrounding uplands are predominantly rangeland.

Sampling Information

This site was monitored 34 times between 12/20/2015 and 9/7/2018. Sampling times typically occur between 8:45 and as late as 23:25.

Table 14: Descriptive parameters for Site 81496

Parameter	Number of Samples	Mean ± Standard Deviation	Min	Max
Total Dissolved Solids (mg/L)	34	355 ± 42	234	410
Water Temperature (°C)	34	22.8 ± 6.7	7.5	32.0
Dissolved Oxygen (mg/L)	33	7.1 ± 1.3	5.3	10.5
pH (su)	34	7.6 ± 0.3	7.0	8.0
Nitrate-Nitrogen (mg/L)	33	1 ± 0	1	1

Site 81496 was sampled 34 times between 12/20/2015 and 9/7/2018.

Air and Water Temperature

Air and water temperatures were taken 34 times at this site between 12/20/2015 and 9/7/2018. The mean water temperature was 22.8°C. Water temperature varied from a low of 7.5°C in January of 2017, to a high of 32.0°C in July of 2017. The air temperature varied from a low of 10.0°C in February of 2018, to a high of 34.0°C in August of 2018.

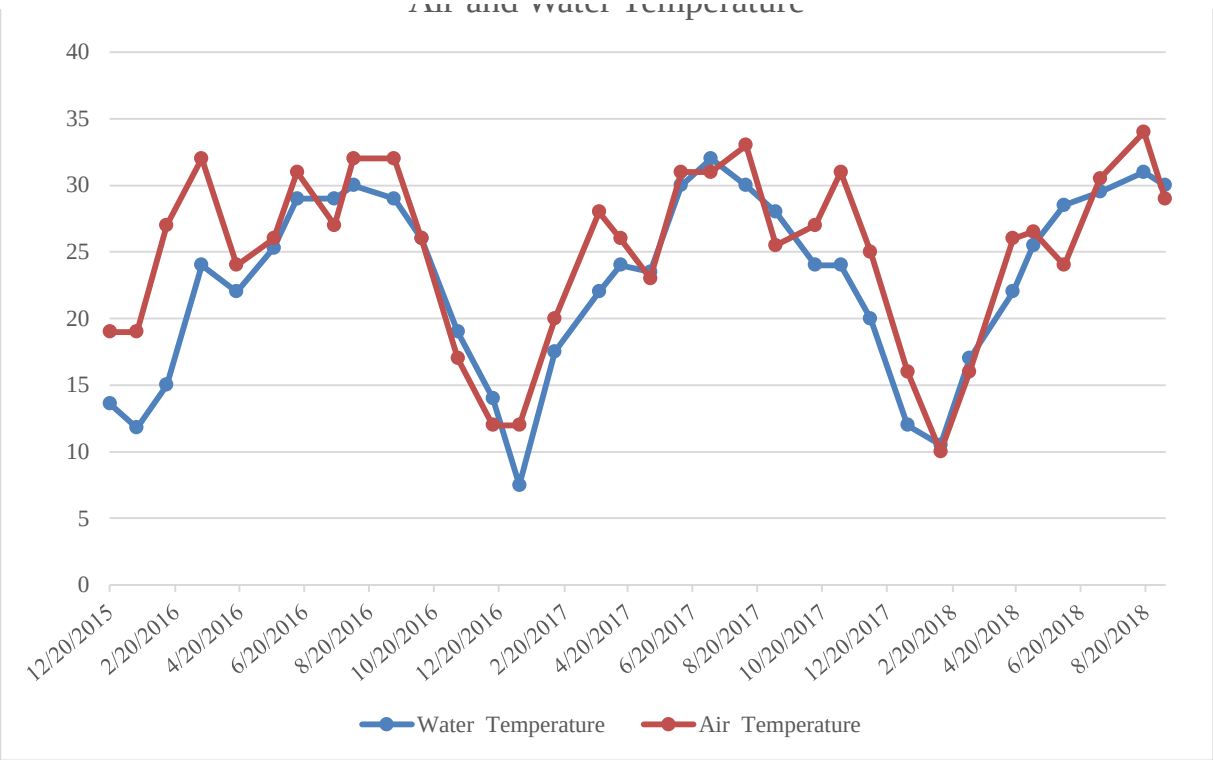


Figure 58: Air and water temperature at Site 81496

Total Dissolved Solids

Citizen scientists took a total of 34 TDS samples at this site between 12/20/2015 and 9/7/2018. The mean TDS concentration was 355 mg/L. The concentration of TDS varied from a low of 234 mg/L in May of 2016, to a high of 410 mg/L in January and March of 2018.

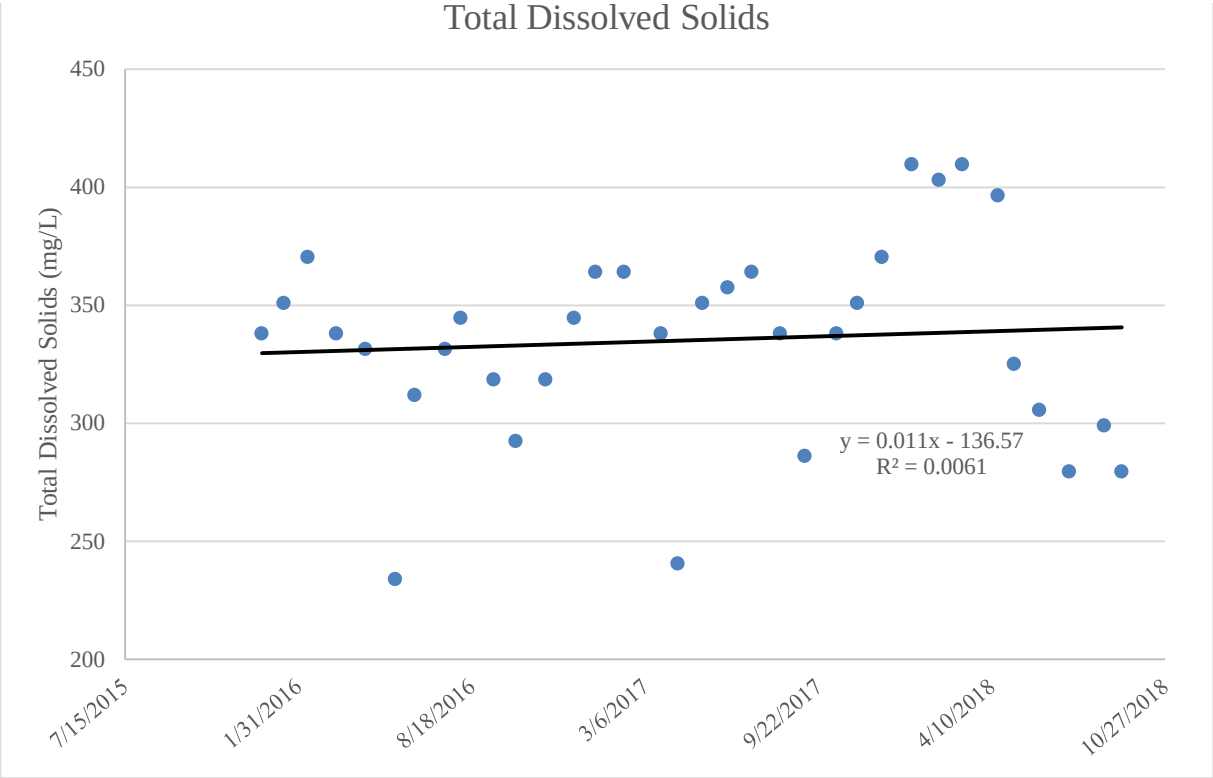


Figure 59: Total dissolved solids at Site 81496

Dissolved Oxygen

Citizen scientists took 33 DO samples at this site between 12/20/2015 and 9/7/2018. The mean DO concentration was 7.1 mg/L. The minimum DO concentration was 5.3 mg/L and was taken in July of 2016. The maximum DO concentration was 10.5 mg/L and was taken in January of 2017.

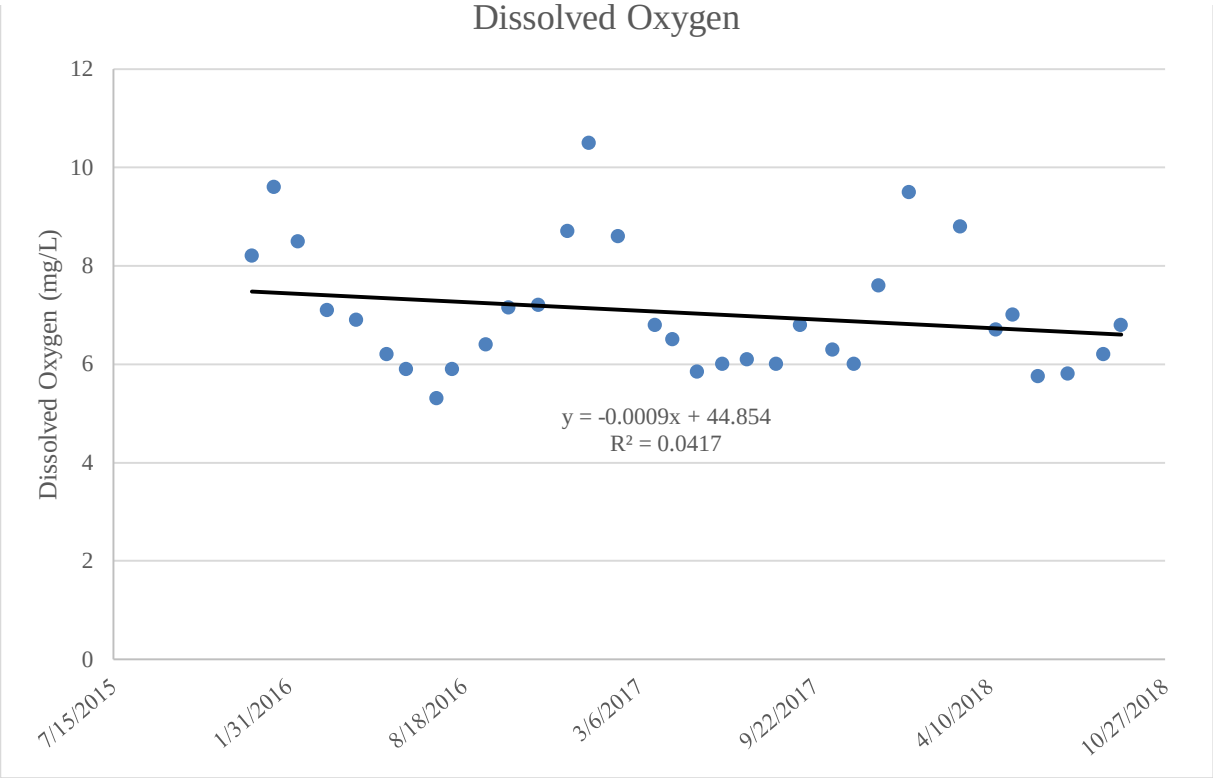


Figure 60: Dissolved oxygen at Site 81496

pH

Citizen scientists took 34 pH measurements at this site between 12/20/2015 and 9/7/2018. The mean pH was 7.6. The pH ranged from a low of 7.0 and a high of 8.0 on multiple occasions. The R_2 value of 0.0421 indicating that this relationship explained 4.21 percent of the variation in the data.

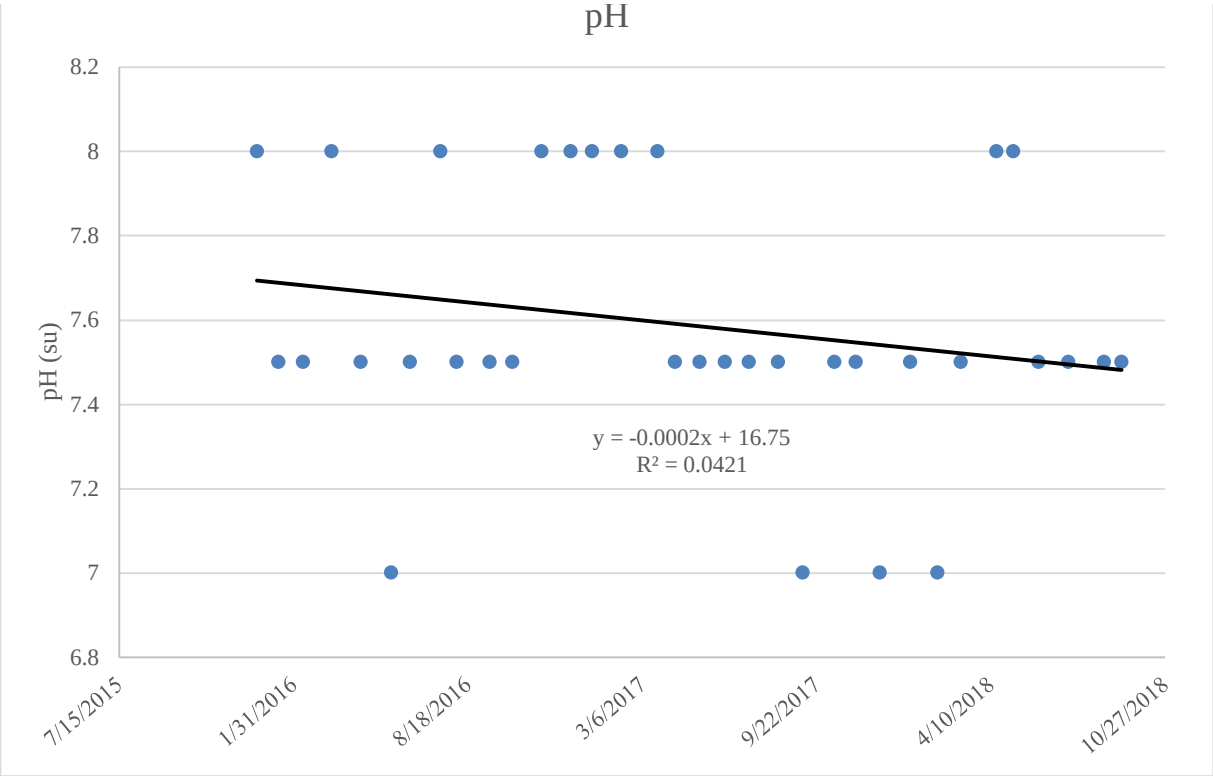


Figure 61: pH at Site 81496

Nitrate-Nitrogen

There were 33 nitrate-nitrogen measurements taken at this site between 12/20/2015 and 9/7/2018 all producing results of 1 mg/L.

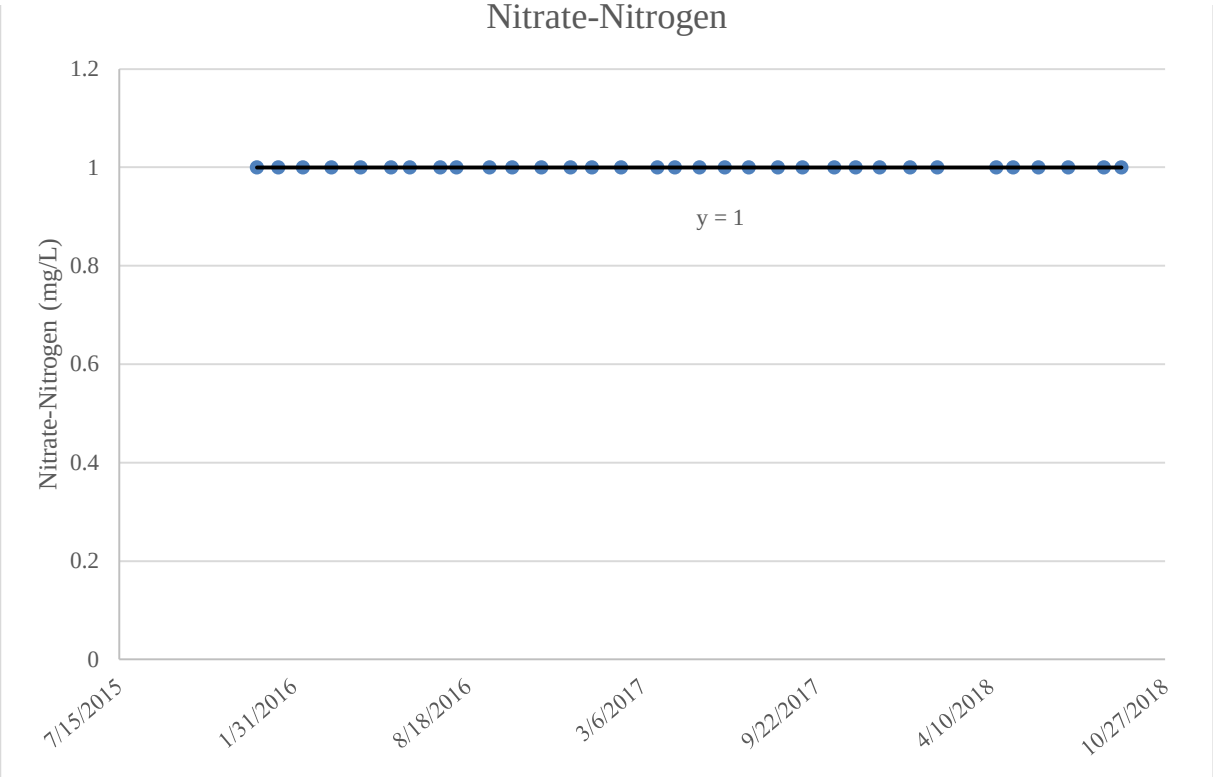


Figure 62: Nitrate-Nitrogen at Site 81496

Site 81497 – Flat Creek at FM 201

Site Description

This site is located at the crossing of FM 201 and Flat Creek, which is immediately downstream of the confluence of Sycamore and Flat Creeks. The site is approximately 21 kilometers east of Johnson City. The creek is an intermittent tributary of the Pedernales River and has a drainage basin that is mostly dominated by rangelands and some contiguous woodland. Some of the headwaters in the drainage here are dammed and have vineyards, some low impact residential development, and one rock quarry in the drainage basin.

Sampling Information

This site was monitored 33 times between 12/8/2015 and 9/7/2018. Sampling times typically occur between 8:45 and 16:50.

Table 15: Descriptive parameters for Site 81497

Parameter	Number of Samples	Mean ± Standard Deviation	Min	Max
Total Dissolved Solids (mg/L)	33	321 ± 19	273	351
Water Temperature (°C)	33	23.1 ± 6.1	8.0	33.0
Dissolved Oxygen (mg/L)	33	7.3 ± 1.5	4.1	10.5
pH (su)	32	7.5 ± 0.4	7.0	8.5
Nitrate-Nitrogen (mg/L)	33	1 ± 0	1	1

Site 81497 was sampled 33 times between 12/8/2015 and 9/7/2018.

Air and Water Temperature

Air and water temperatures were taken 33 times at this site between 12/8/2015 and 9/7/2018. The mean water temperature was 23.1°C. Water temperature varied from a low of 8.0°C in February of 2018, to a high of 33.0°C in July of 2016. The air temperature varied from a low of 4.0°C in February of 2018, to a high of 37.0°C in July of 2016.

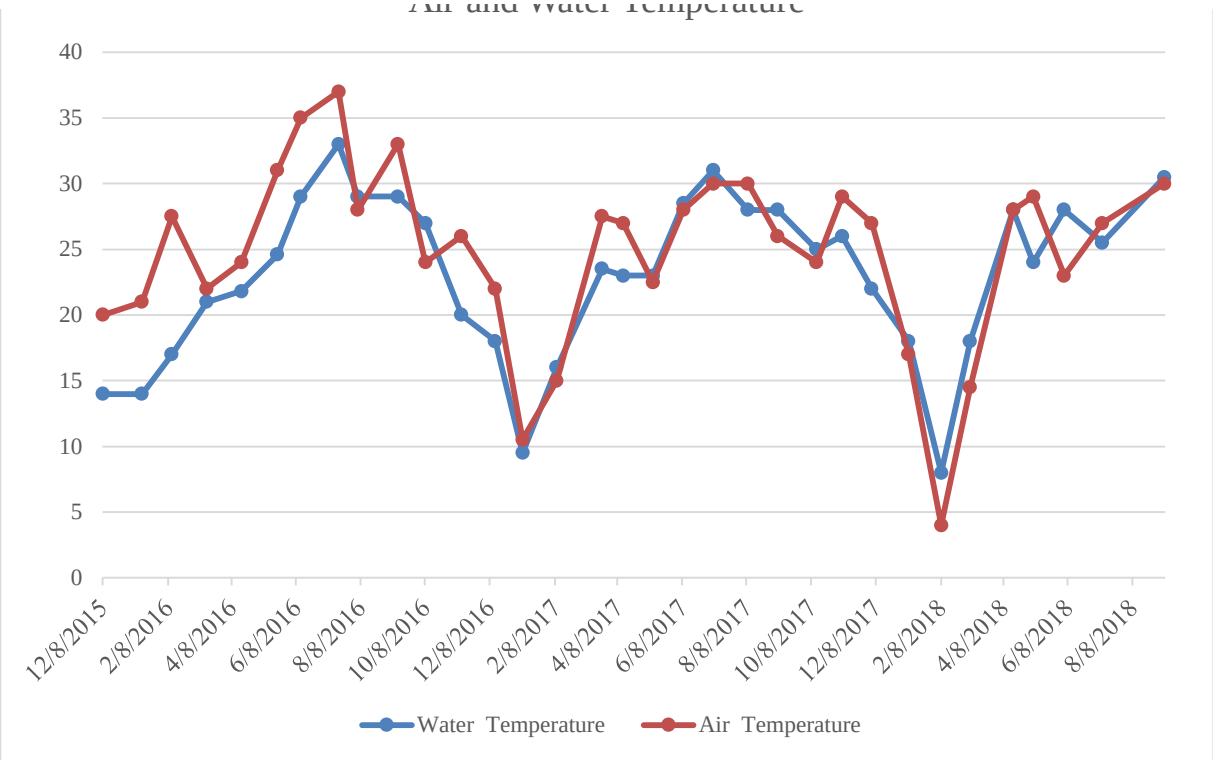


Figure 63: Air and water temperature at Site 81497

Total Dissolved Solids

Citizen scientists took a total of 33 TDS samples at this site between 12/8/2015 and 9/7/2018. The mean TDS concentration was 321 mg/L. The concentration of TDS varied from a low of 273 mg/L in August of 2017, to a high of 351 mg/L in June of 2018.

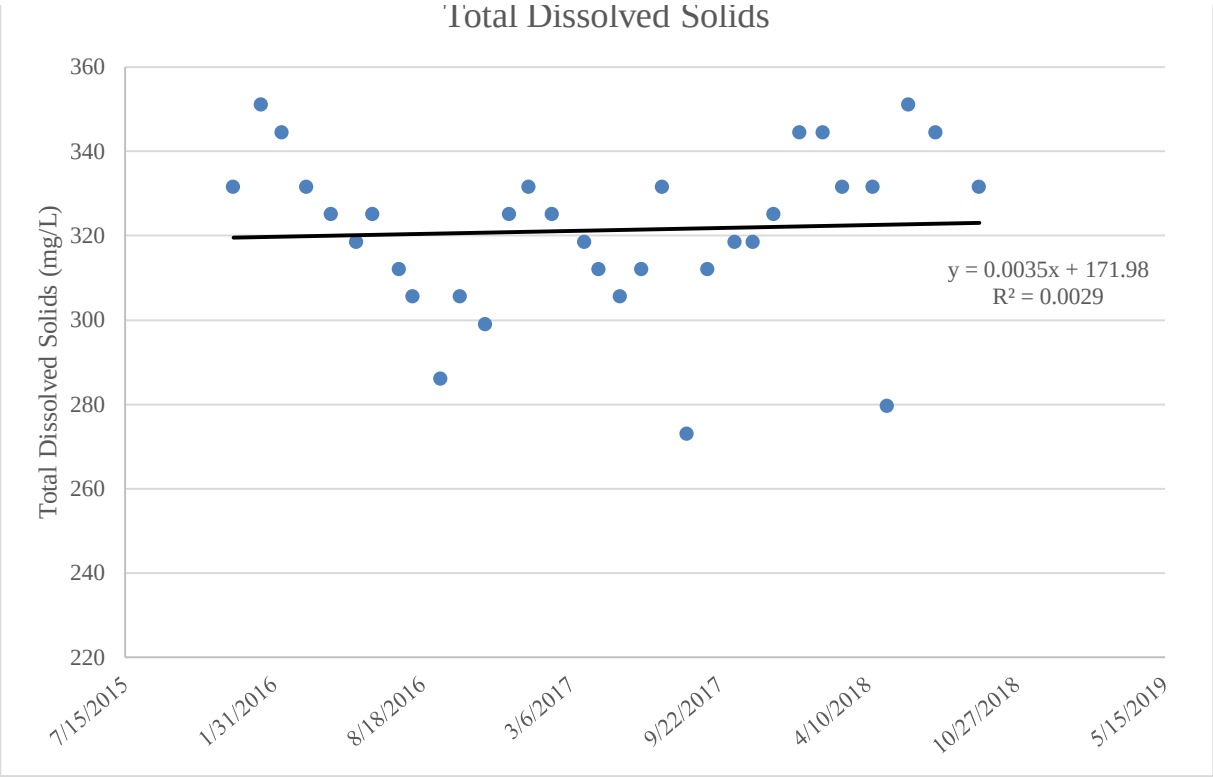


Figure 64: Total dissolved solids at Site 81497

Dissolved Oxygen

Citizen scientists took 33 DO samples at this site between 12/8/2015 and 9/7/2018. The mean DO concentration was 7.3 mg/L. The minimum DO concentration was 4.1 mg/L and was taken in September of 2018. The maximum DO concentration was 10.5 mg/L and was taken in January of 2017.

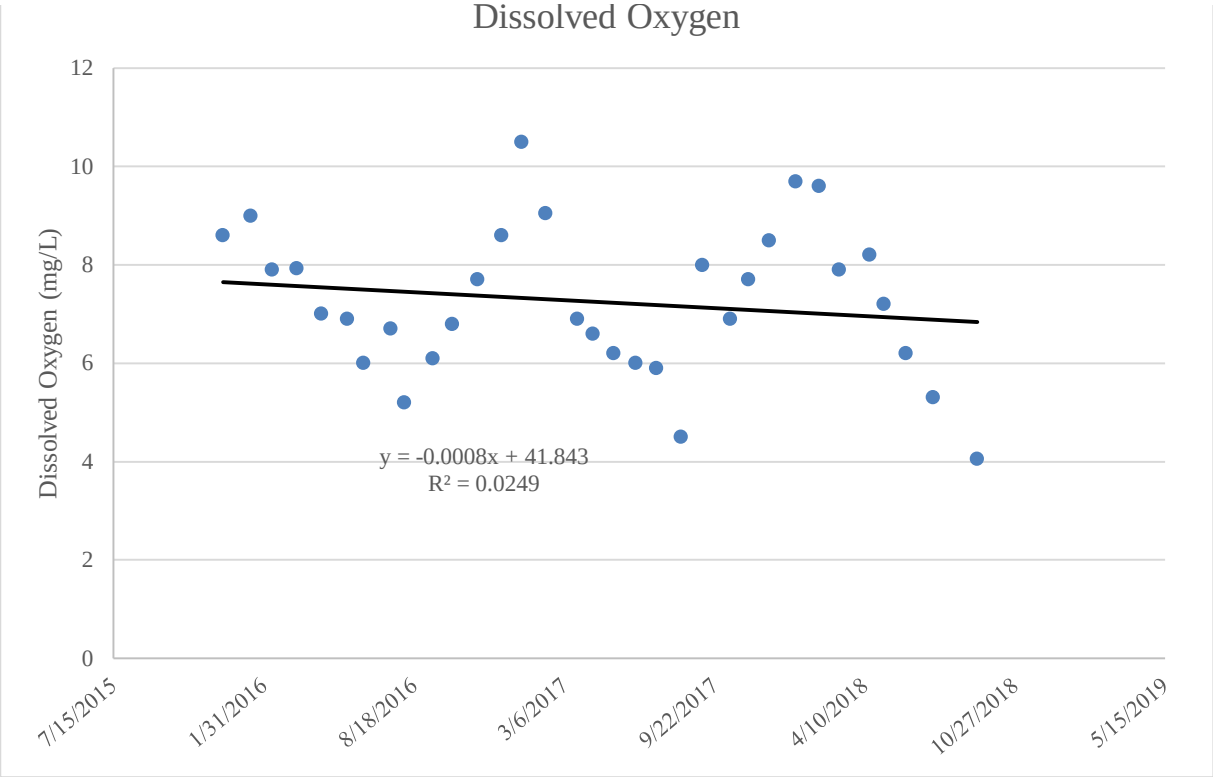


Figure 65: Dissolved oxygen at Site 81497

pH

Citizen scientists took 32 pH measurements at this site between 12/8/2015 and 7/10/2018. The mean pH was 7.5. The pH ranged from a low of 7.0 on multiple instances and a high of 8.5 in December of 2015.

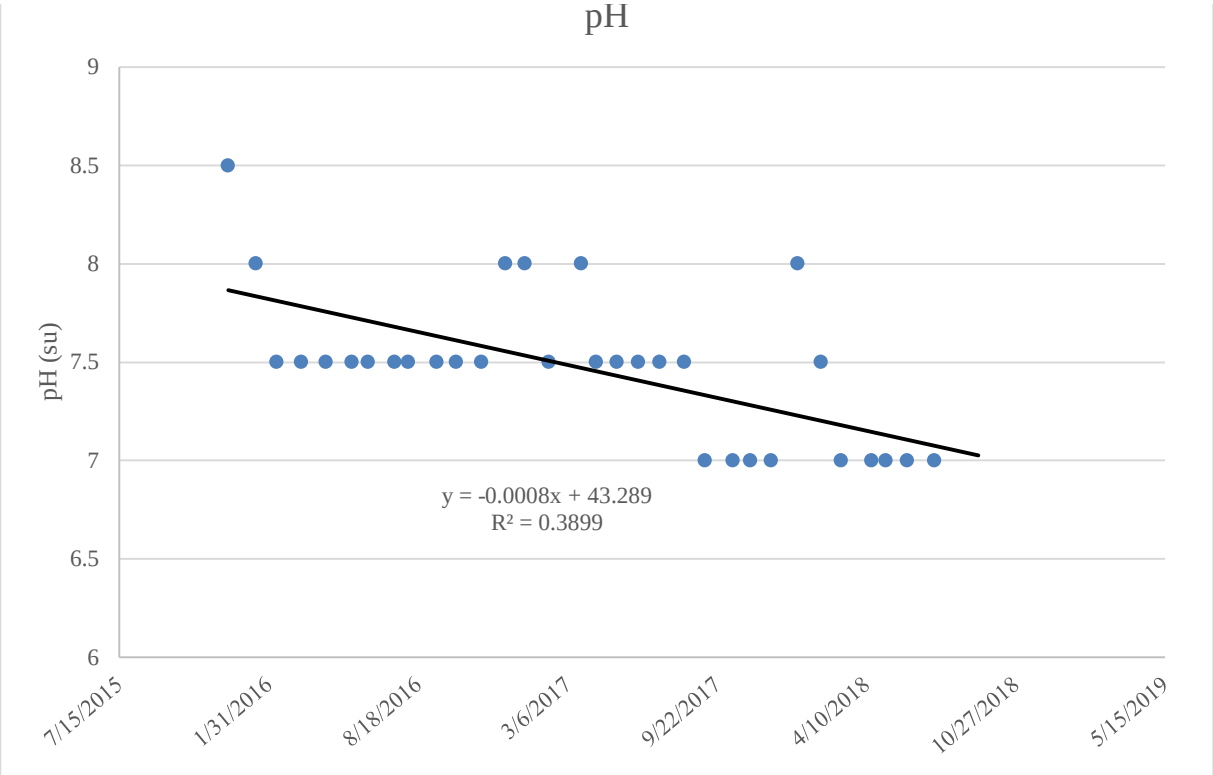


Figure 66: pH at Site 81497

Nitrate-Nitrogen

There were 33 nitrate-nitrogen measurements taken at this site between 12/8/2015 and 9/7/2018 all producing results of 1 mg/L.

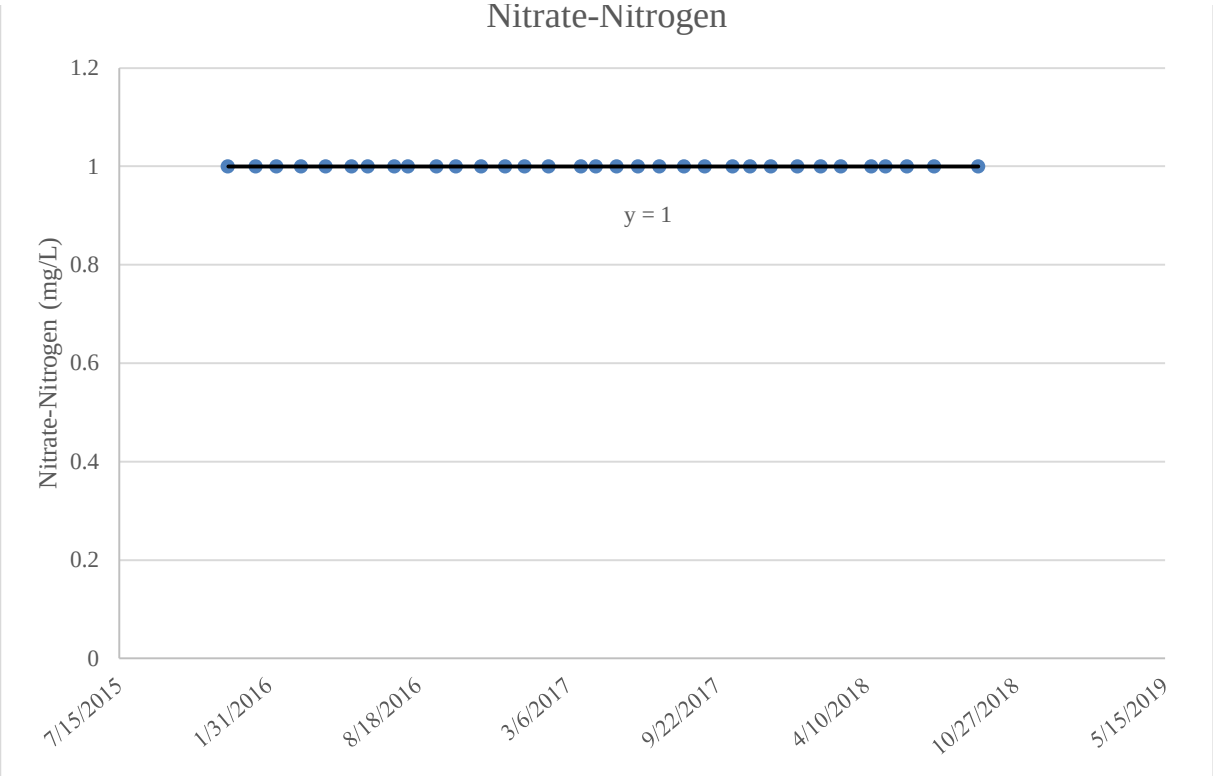


Figure 67: Nitrate-Nitrogen at Site 81497

Site 81498 – Pedernales Headwaters

Site Description

This Pedernales Headwaters site is located at a private low-water crossing of the Pedernales River found approximately 8 kilometers southeast of Harper, Texas. The river is held by numerous small dams up- and downstream of this site and experiences more farming activity along its banks here than in the previously mentioned sites that are further downstream in the middle and lower sections of the river.

Sampling Information

This site was monitored 31 times between 2/11/2016 and 8/30/2018. Sampling times typically occur between 10:00 and 18:20.

Table 16: Descriptive parameters for Site 81498

Parameter	Number of Samples	Mean ± Standard Deviation	Min	Max
Total Dissolved Solids (mg/L)	31	312 ± 51	130	436
Water Temperature (°C)	31	22.3 ± 6.5	11.5	33.0
Dissolved Oxygen (mg/L)	31	7.9 ± 1.7	4.7	10.3
pH (su)	29	7.0 ± 0.0	7.0	7.0
Nitrate-Nitrogen (mg/L)	31	1 ± 0	1	1

Site 81498 was sampled 31 times between 2/11/2016 and 8/30/2018.

Air and Water Temperature

Air and water temperatures were taken 31 times at this site between 2/11/2016 and 8/30/2018. The mean water temperature was 22.3°C. Water temperature varied from a low of 11.5°C in January of 2018, to a high of 33.0°C in July of 2018. The air temperature varied from a low of 15.0°C in October of 2017, to a high of 37.5°C in June of 2018.

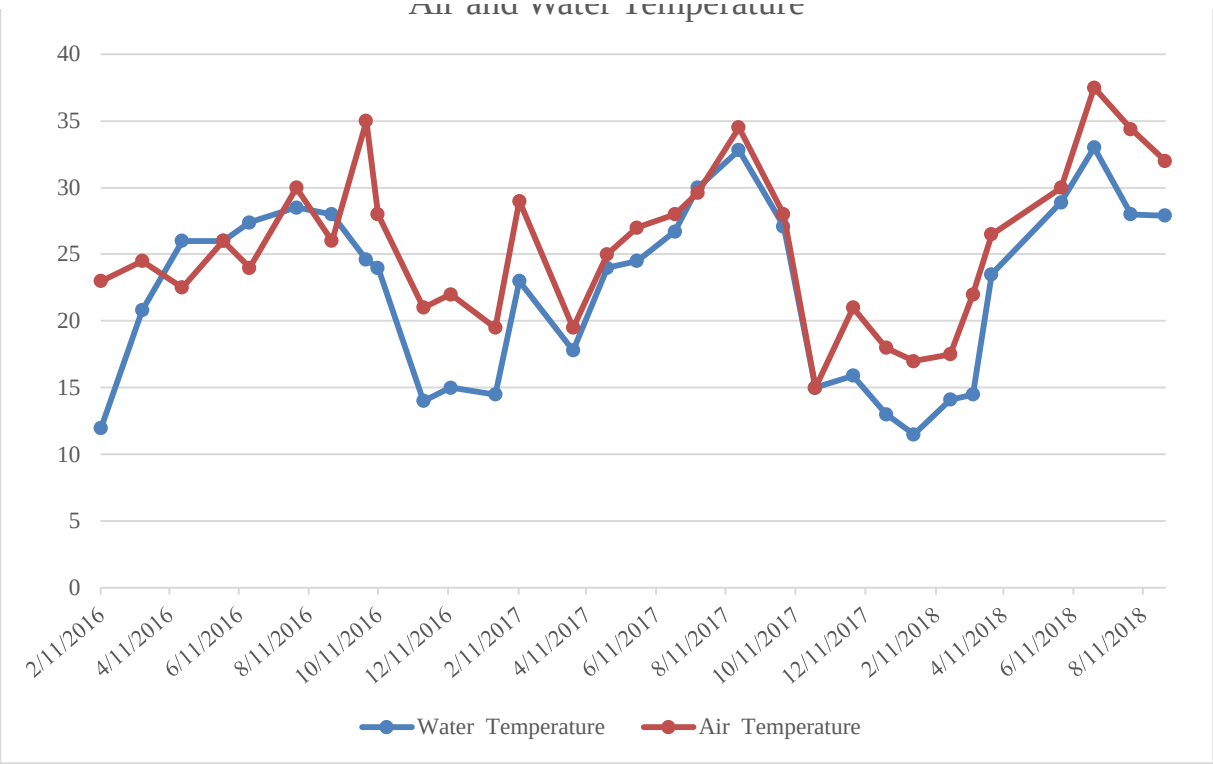


Figure 68: Air and water temperature at Site 81498

Total Dissolved Solids

Citizen scientists took a total of 31 TDS samples at this site between 2/11/2016 and 8/30/2018. The mean TDS concentration was 312 mg/L. The concentration of TDS varied from a low of 130 mg/L in May of 2016, to a high of 436 mg/L in February of 2018.

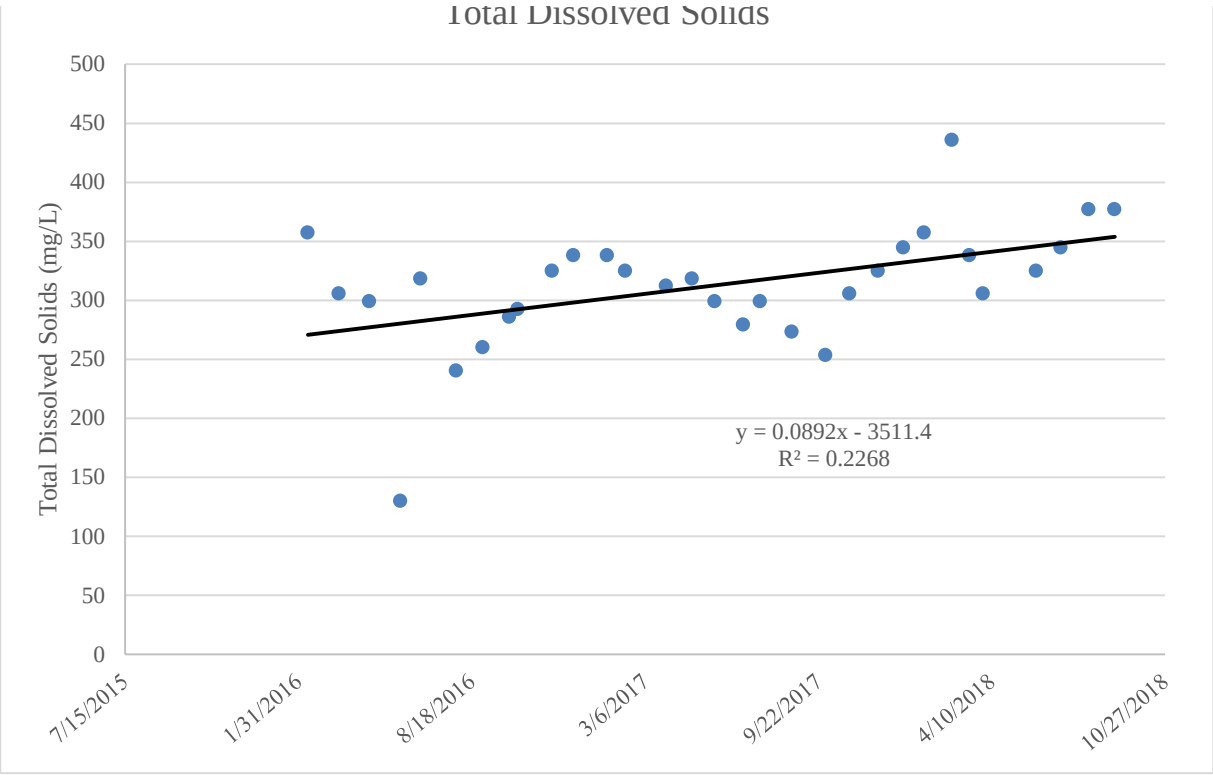


Figure 69: Total dissolved solids at Site 81498

Dissolved Oxygen

Citizen scientists took 31 DO samples at this site between 2/11/2016 and 8/30/2018. The mean DO concentration was 7.9 mg/L. The minimum DO concentration was 4.65 mg/L and was taken in May of 2018. The maximum DO concentration was 10.3 mg/L and was taken in January of 2018.

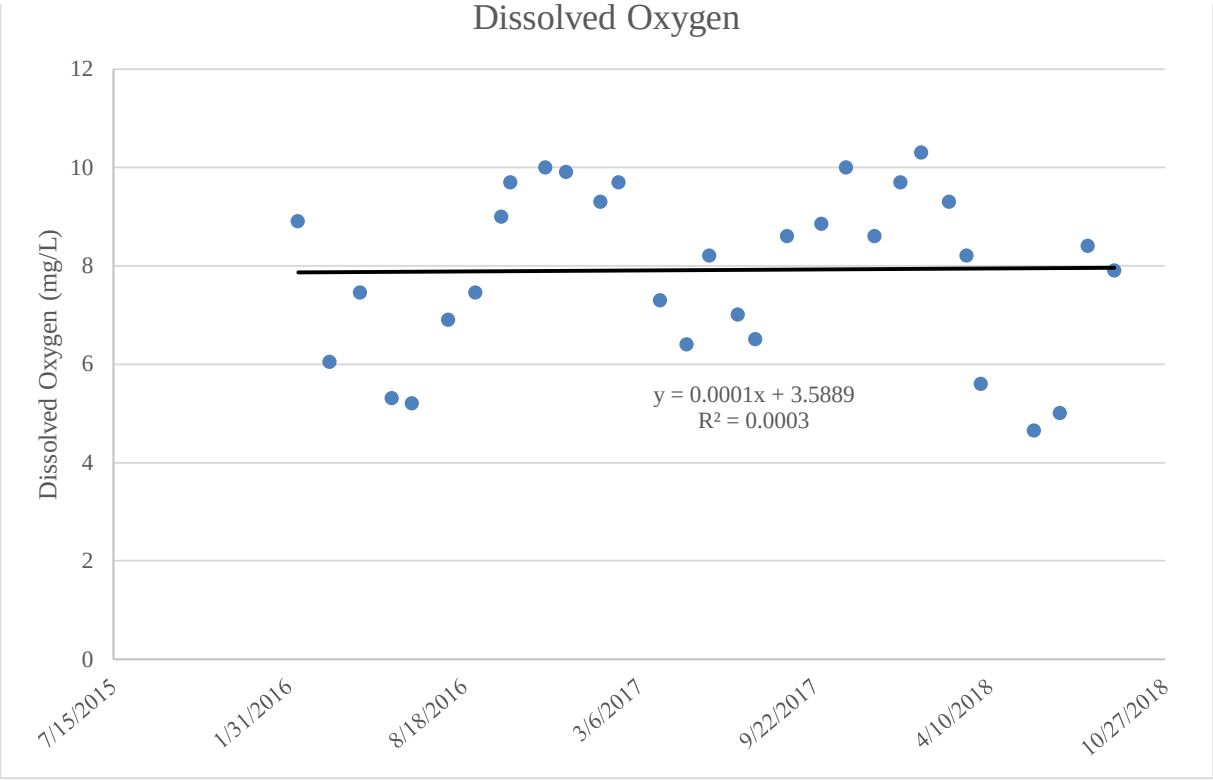


Figure 70: Dissolved oxygen at Site 81498

pH

Citizen scientists took 29 pH measurements at this site between 2/11/2016 and 8/30/2018. All measurements taken at this site resulted in a pH of 7.

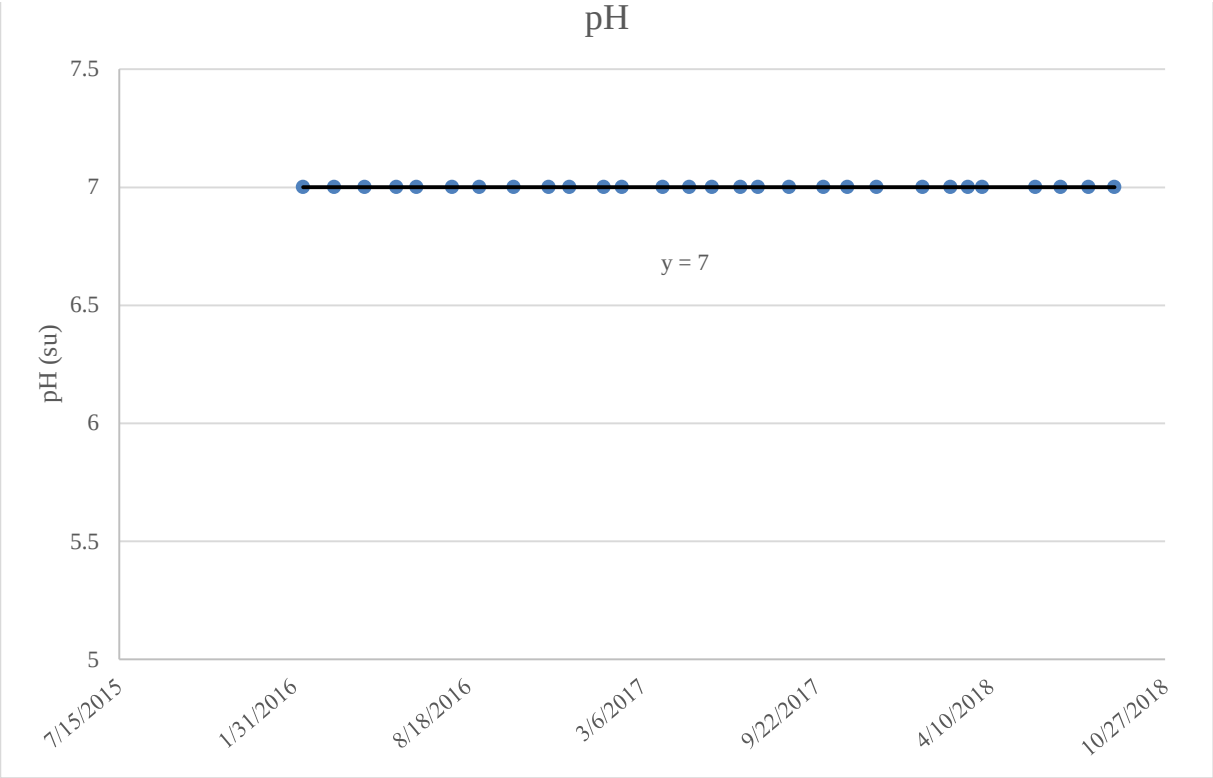


Figure 71: pH at Site 81498

Nitrate-Nitrogen

There were 31 nitrate-nitrogen measurements taken at this site between 2/11/2016 and 8/30/2018 all producing results of 1 mg/L.

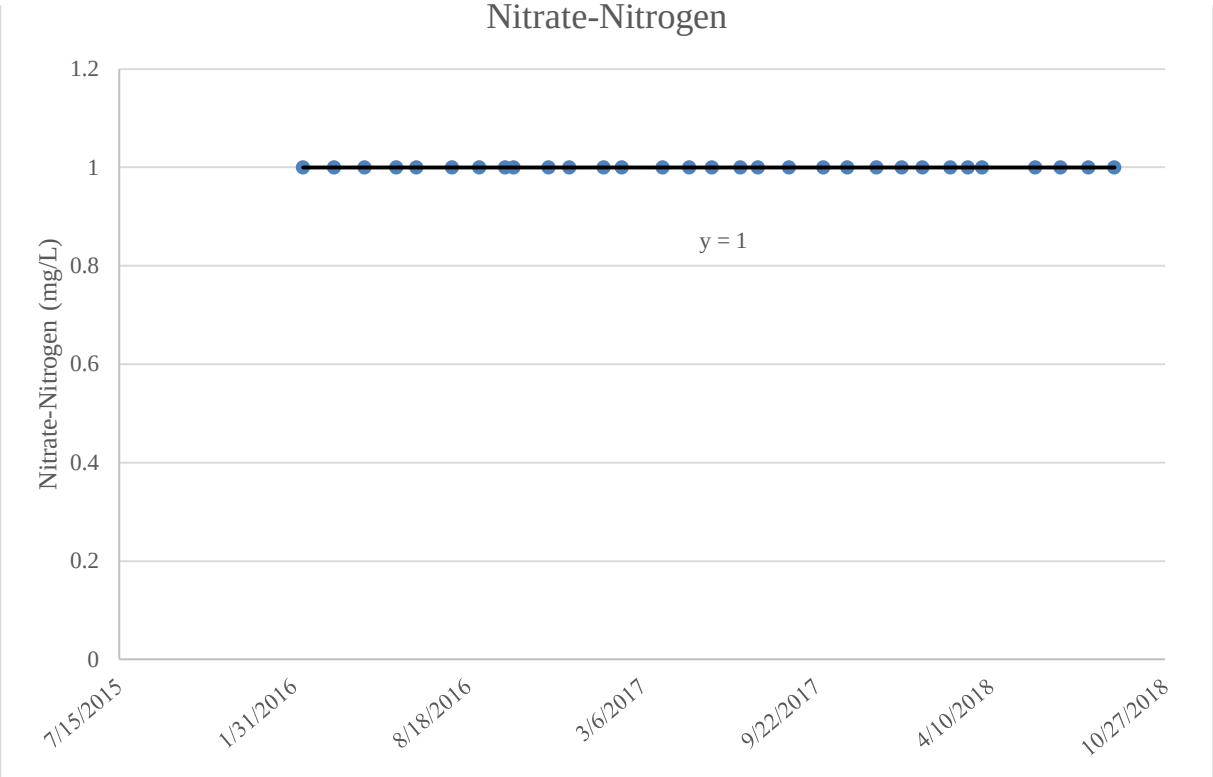


Figure 72: Nitrate-Nitrogen at Site 81498

Site 81499 – Honey Creek above US 290

Site Description

This site is located on a low-water crossing of Honey Creek on private property approximately 13 kilometers west of Fredericksburg, Texas. The creek is an intermittent tributary to the Pedernales River and has a drainage that is predominantly rangeland, although some farming operations exist nearby in its downstream reaches. Small dams exist upstream of the site.

Sampling Information

This site was monitored 31 times between 2/19/2016 and 8/31/2018. Sampling times typically occur between 9:30 and 20:00.

Table 17: Descriptive parameters for Site 81499

Parameter	Number of Samples	Mean ± Standard Deviation	Min	Max
Total Dissolved Solids (mg/L)	31	345 ± 17	306	397
Water Temperature (°C)	31	20.3 ± 5.7	9.5	27.0
Dissolved Oxygen (mg/L)	31	6.3 ± 1.4	3.7	8.8
pH (su)	30	7.0 ± 0	7.0	7.0
Nitrate-Nitrogen (mg/L)	31	1 ± 0	1	1

Site 81499 was sampled 31 times between 2/19/2016 and 8/31/2018.

Air and Water Temperature

Air and water temperatures were taken 31 times at this site between 2/19/2016 and 8/31/2018. The mean water temperature was 20.3°C. Water temperature varied from a low of 9.5°C in January of 2018, to a high of 27.0°C in July of 2016. The air temperature varied from a low of 11.0°C in January of 2018, to a high of 33.4°C in August of 2017.

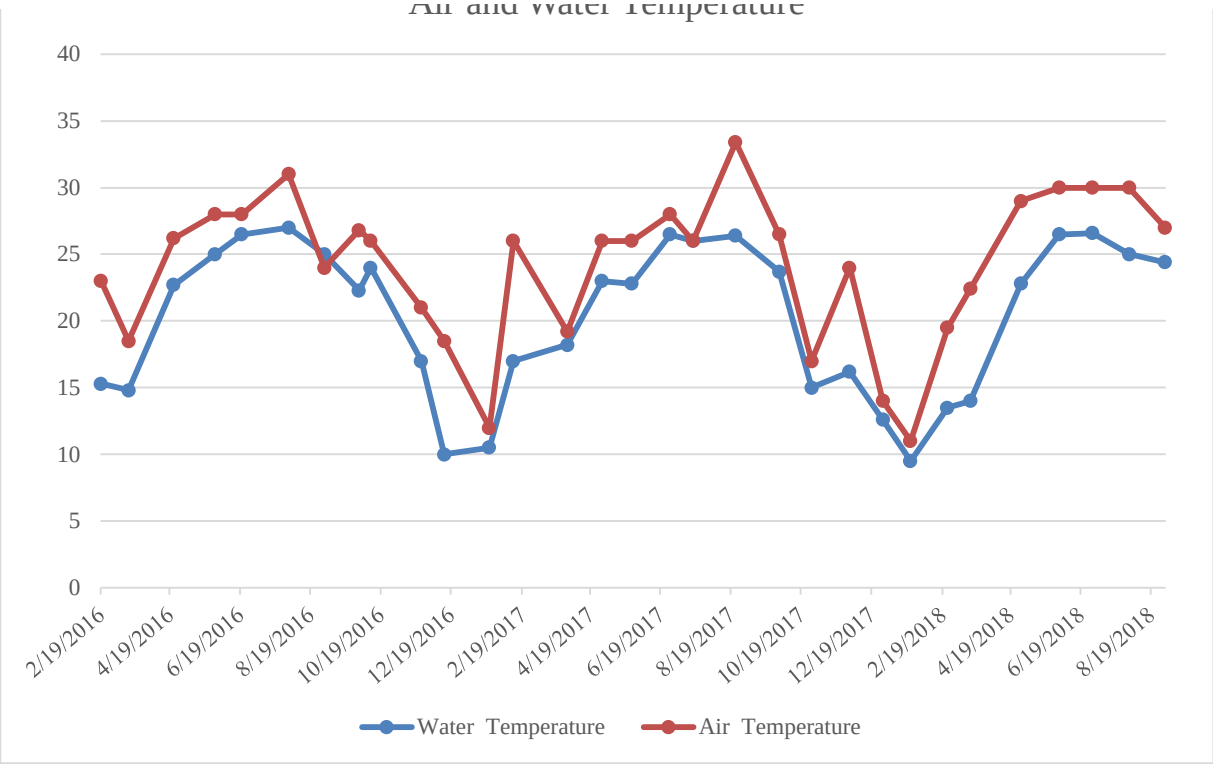


Figure 73: Air and water temperature at Site 81499

Total Dissolved Solids

Citizen scientists took a total of 31 TDS samples at this site between 2/19/2016 and 8/31/2018. The mean TDS concentration was 345 mg/L. The concentration of TDS varied from a low of 306 mg/L in June of 2017, to a high of 397 mg/L in March of 2018.

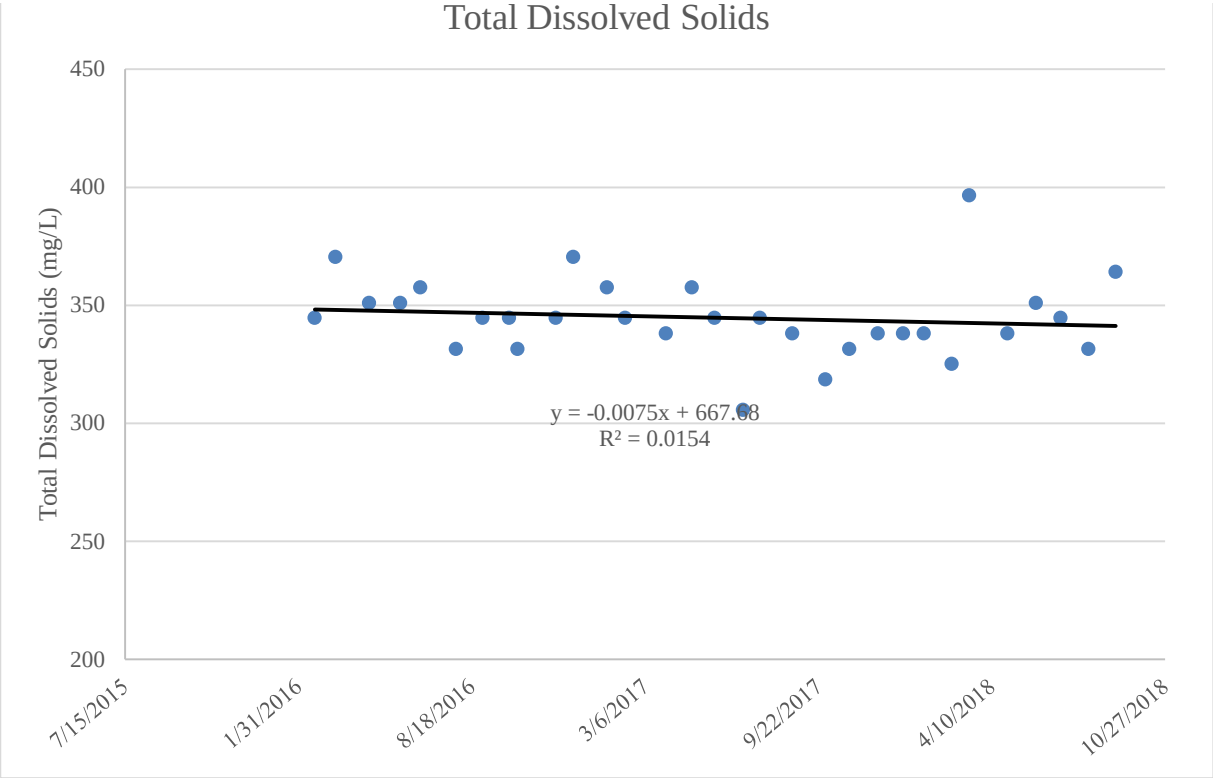


Figure 74: Total dissolved solids at Site 81499

Dissolved Oxygen

Citizen scientists took 31 DO samples at this site between 2/19/2016 and 8/31/2018. The mean DO concentration was 6.3 mg/L. The minimum DO concentration was 3.7 mg/L and was taken in August of 2018. The maximum DO concentration was 8.8 mg/L and was taken in December of 2017.

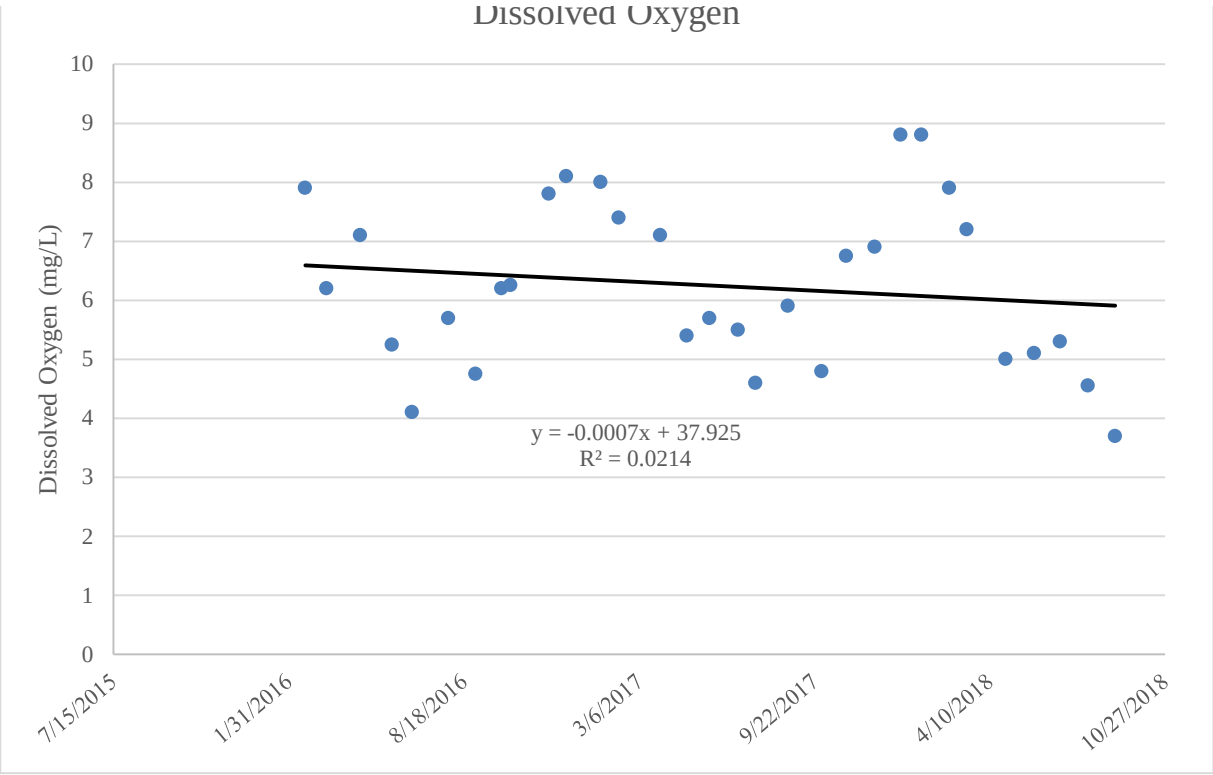


Figure 75: Dissolved oxygen at Site 81499

pH

Citizen scientists took 30 pH measurements at this site between 2/19/2016 and 8/31/2018. All measurements taken at this site resulted in a pH of 7.

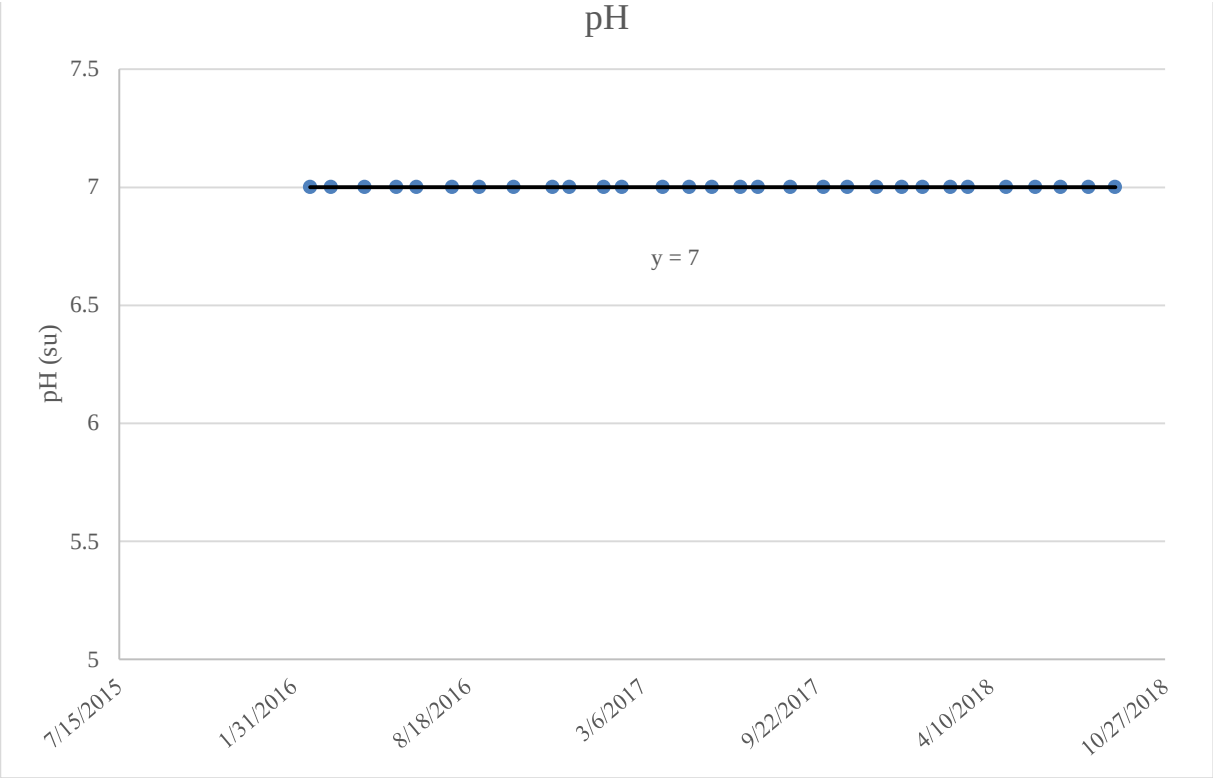


Figure 76: pH at Site 81499

Nitrate-Nitrogen

There were 31 nitrate-nitrogen measurements taken at this site between 2/19/2016 and 8/31/2018 all producing results of 1 mg/L.

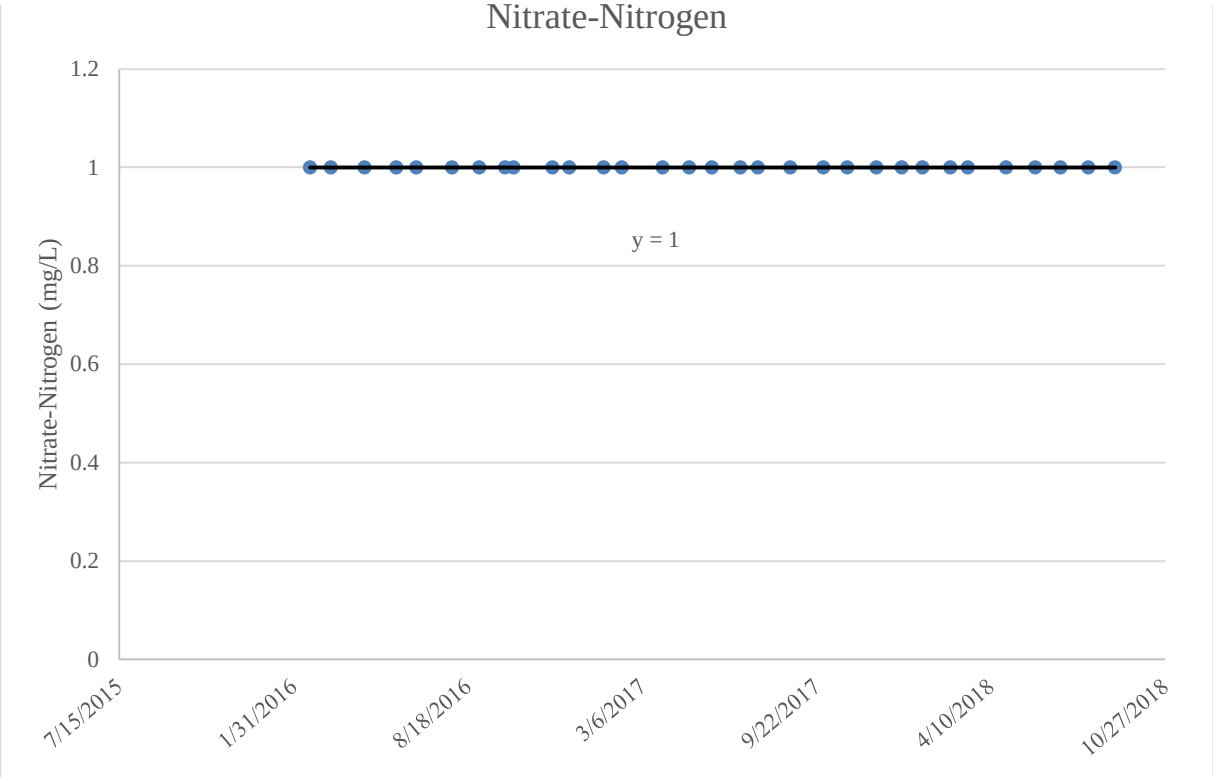


Figure 77: Nitrate-Nitrogen at Site 81499

Site 81500 – Pedernales River at LBJ Dam

Site Description

This site is located on a low-water crossing on public property at the Lyndon B. Johnson National Historical Park in Stonewall, Texas. Site 81500 is found on the second of three small dams that are on the river in the vicinity of park, and is accessible from Redstone Ranch Rd, on the north site of the river. The site is approximately 5 kilometers east and downstream of Stonewall and is mainly surrounded by a mix of farms and rangeland.

Sampling Information

This site was monitored 13 times between 11/29/2016 and 8/28/2018. Sampling times typically occur between 8:45 and 15:45.

Table 18: Descriptive parameters for Site 81500

Parameter	Number of Samples	Mean ± Standard Deviation	Min	Max
Total Dissolved Solids (mg/L)	13	445 ± 53	306	514
Water Temperature (°C)	13	23.0 ± 5.7	14.0	31.0
Dissolved Oxygen (mg/L)	13	7.1 ± 2.4	3.7	12.9
pH (su)	12	8.4 ± 0.2	7.8	8.7
E. coli (CFU/100mL)	8	4 ± 11	1	30
Nitrate-Nitrogen (mg/L)	11	1 ± 0	1	1

Site 81500 was sampled 13 times between 11/29/2016 and 8/28/2018.

Air and Water Temperature

Air and water temperatures were taken 13 times at this site between 11/29/2016 and 8/28/2018. The mean water temperature was 23.0°C. This is the highest mean water temperature for the selected sites on the Pedernales River in this report. Water temperature varied from a low of 14°C in January of 2017, to a high of 31.0°C in July of 2017. The air temperature varied from a low of 19.0°C in January of 2017, to a high of 34.0°C in July of 2017.

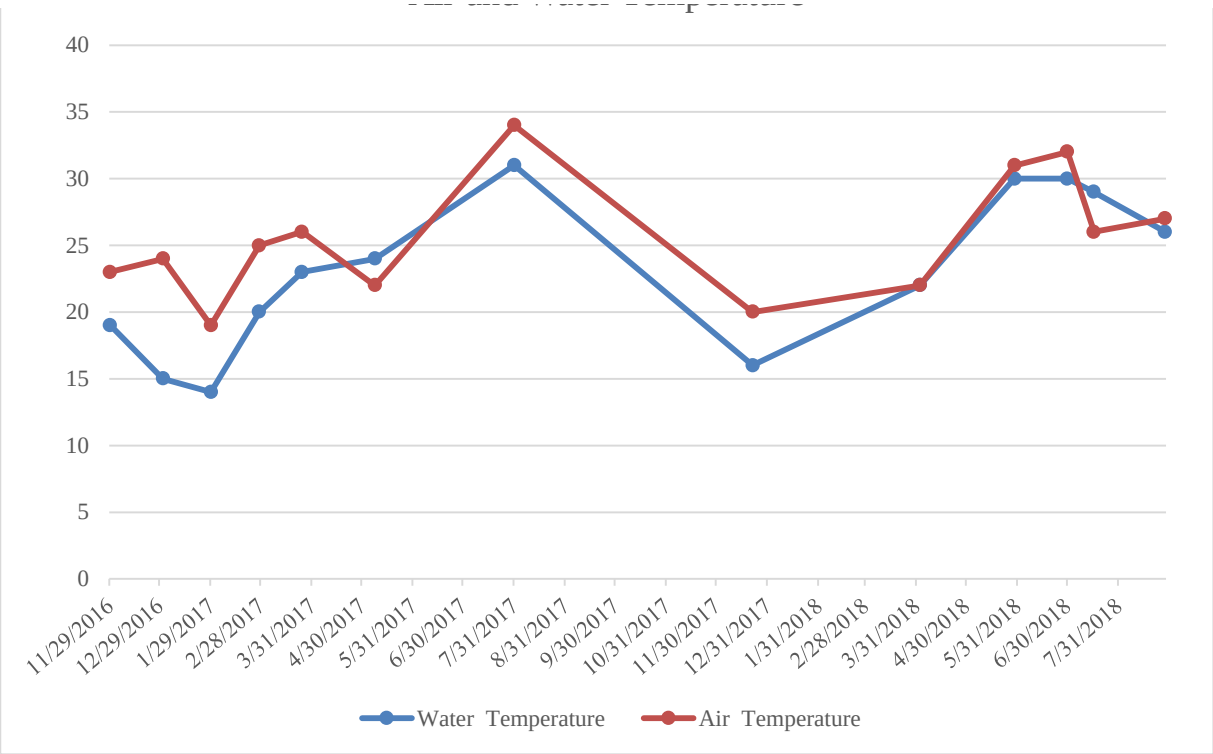


Figure 78: Air and water temperature at Site 81500

Total Dissolved Solids

Citizen scientists took a total of 13 TDS samples at this site between 11/29/2016 and 8/28/2018. The mean TDS concentration was 445 mg/L. The concentration of TDS varied from a low of 306 mg/L in May of 2018, to a high of 514 mg/L in August of 2018.

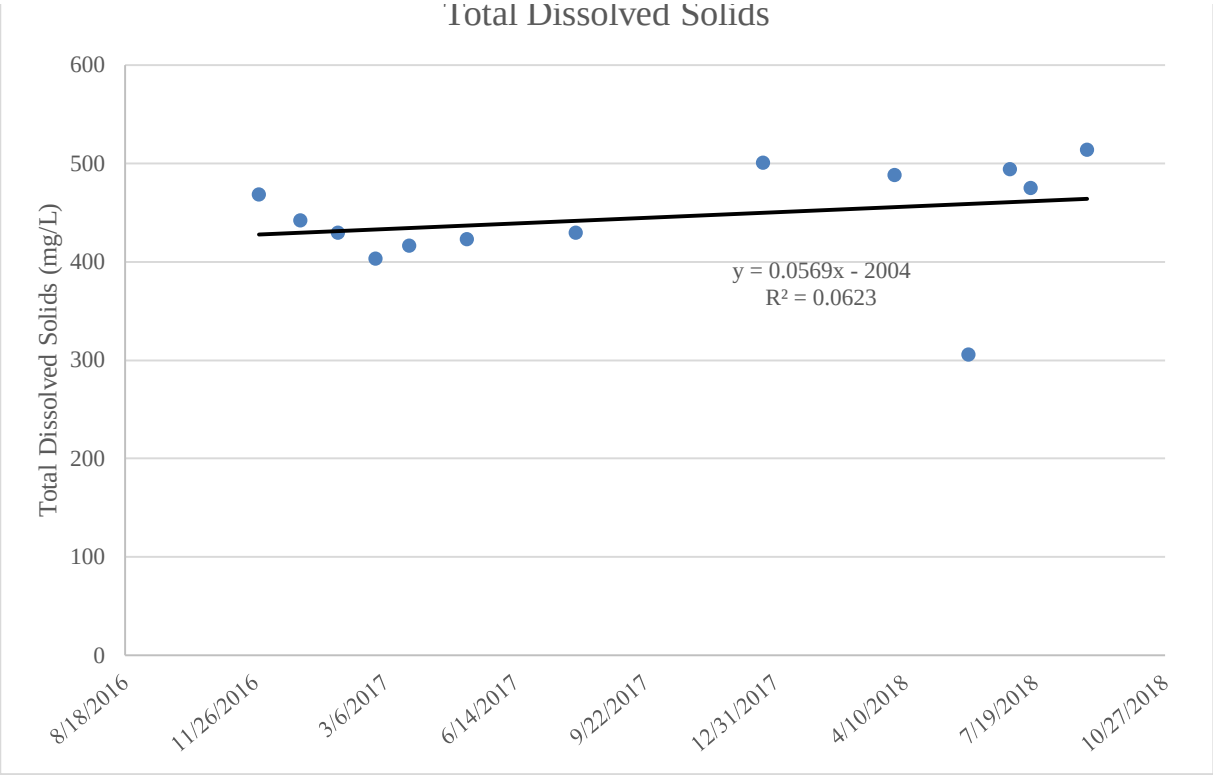


Figure 79: Total dissolved solids at Site 81500

Dissolved Oxygen

Citizen scientists took 13 DO samples at this site between 11/29/2016 and 8/28/2018. The mean DO concentration was 7.1 mg/L. The minimum DO concentration was 3.7 mg/L and was taken in August of 2018. The maximum DO concentration was 12.9 mg/L and was taken in January of 2017.

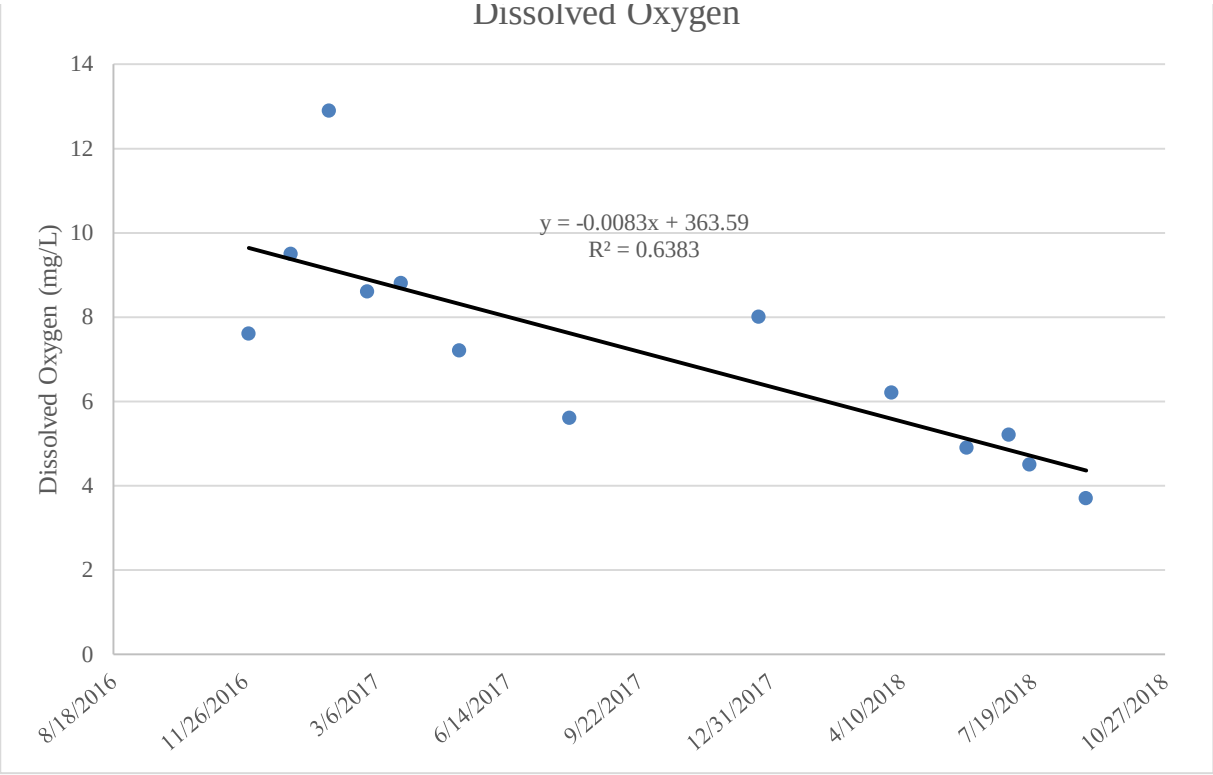


Figure 80: Dissolved oxygen at Site 81500

pH

Citizen scientists took 12 pH measurements at this site between 11/29/2016 and 8/28/2018. The mean pH was 8.4. The pH ranged from a low of 7.8 taken in January of 2017 and a high of 8.7 taken in June of 2018.

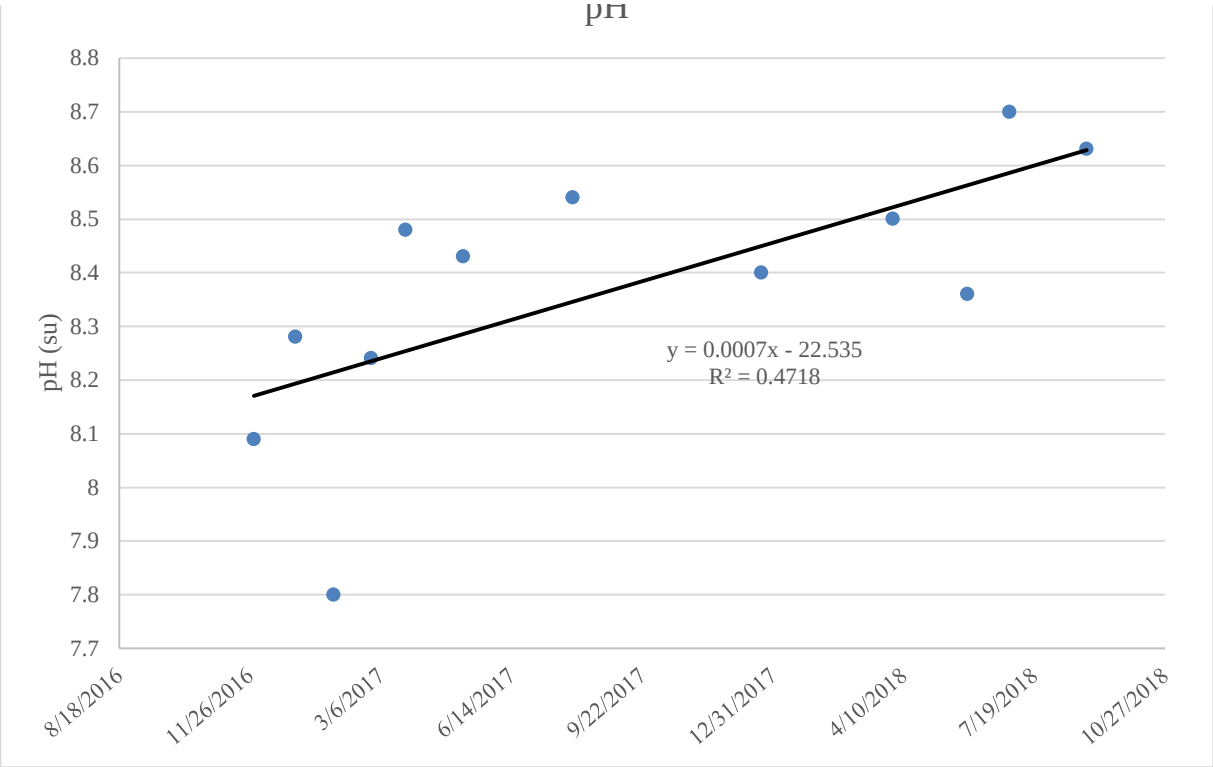


Figure 81: pH at Site 81500

E. coli

There were 8 *E. coli* measurements taken at this site between 11/29/2016 and 7/16/2018. The observed geomean was 4 CFU/100mL and ranged from a low of 1 CFU/100mL taken on several occasions to a high of 30 CFU/100mL taken in February of 2017.

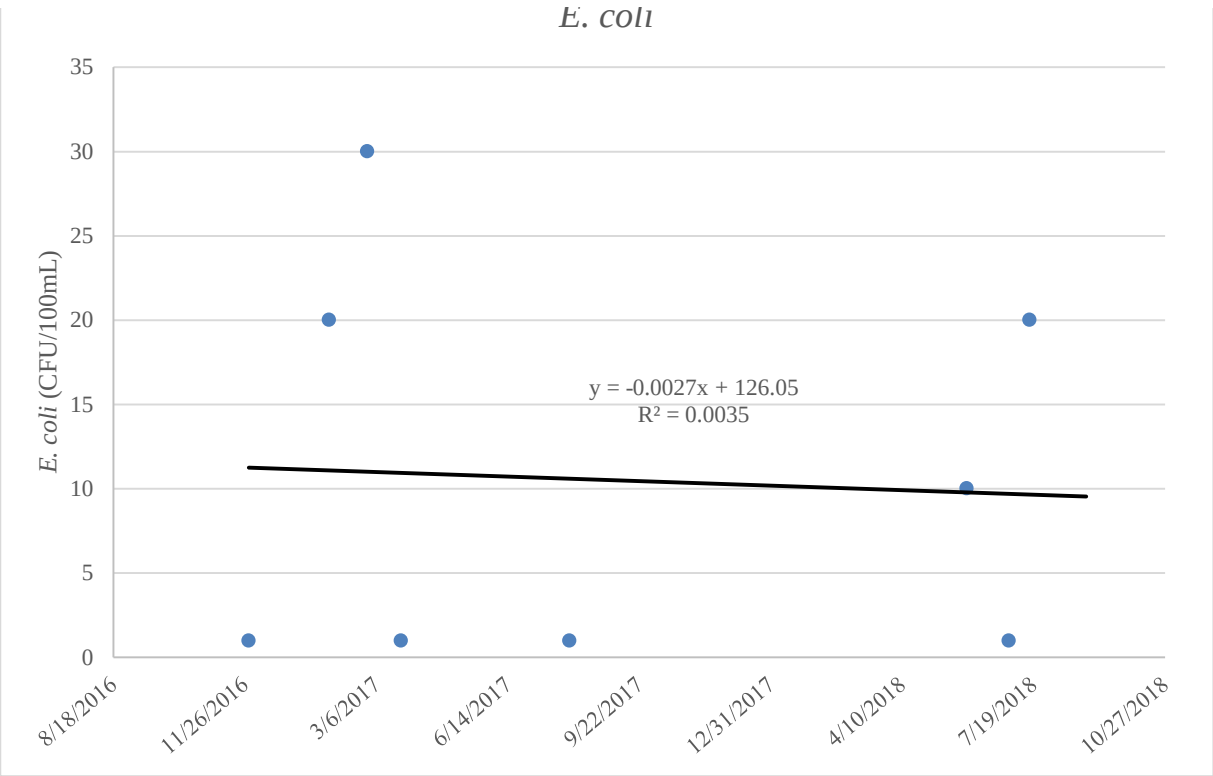


Figure 82: *E. coli* at Site 81500

Nitrate-Nitrogen

There were 11 nitrate-nitrogen measurements taken at this site between 11/29/2016 and 8/28/2018 all producing results of 1 mg/L.

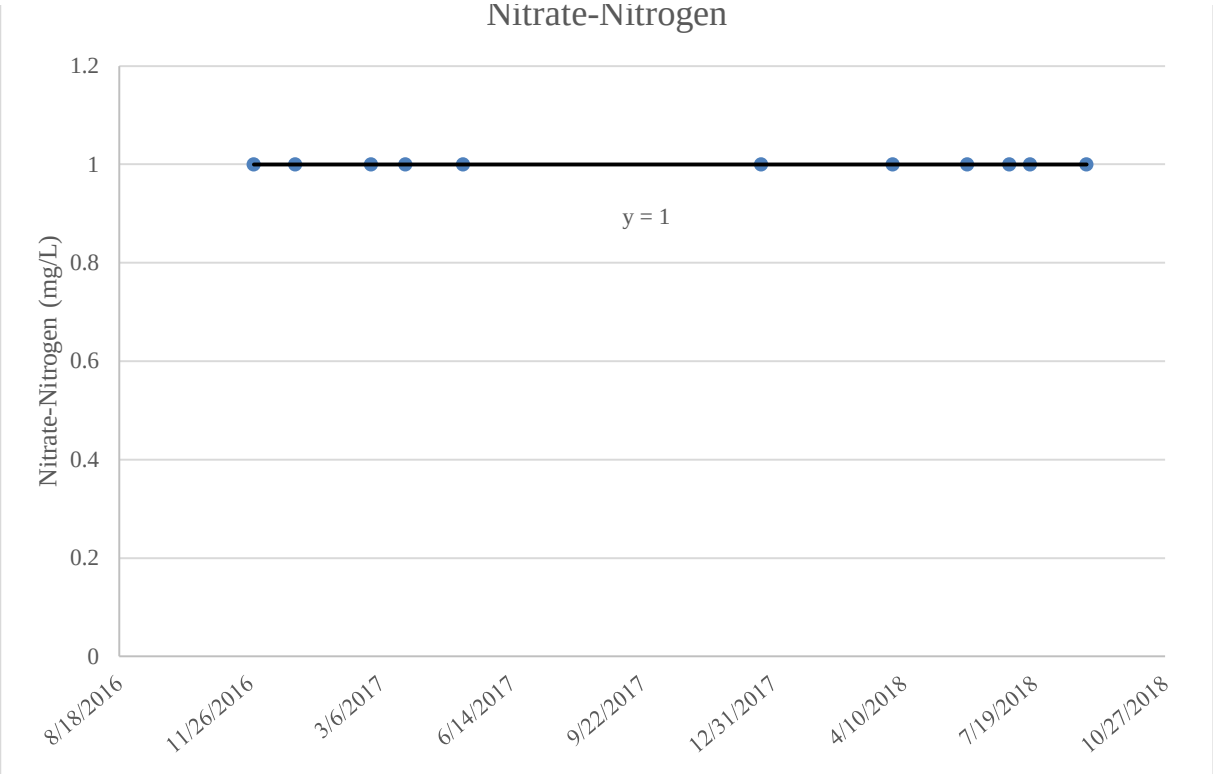


Figure 83: Nitrate-Nitrogen at Site 81500

Site 81504 – Dead Man's Hole

Site Description

This site is located at a deep, collapsed karst room on private property. The site is to be accessed through the permission of local residents only. Dead Man's Hole is on the middle section of Dead Man's Creek, downstream of small dams that eventually lead the creek to a near 40-foot drop off into Dead Man's Hole, which likely is spring-fed.

Sampling Information

This site was monitored 15 times between 6/9/2017 and 8/30/2018. Sampling times typically occur between 8:05 and 15:45.

Table 19: Descriptive parameters for Site 81504

Parameter	Number of Samples	Mean ± Standard Deviation	Min	Max
Total Dissolved Solids (mg/L)	15	291 ± 9	280	306
Water Temperature (°C)	15	21.7 ± 6.1	10.0	28.0
Dissolved Oxygen (mg/L)	15	6.3 ± 1.7	4.0	9.5
pH (su)	15	7.0 ± 0.0	7.0	7.0
Nitrate-Nitrogen (mg/L)	14	1 ± 0	1	1

Site 81504 was sampled 15 times between 6/9/2017 and 8/30/2018.

Air and Water Temperature

Air and water temperatures were taken 15 times at this site between 6/9/2017 and 8/30/2018. The mean water temperature was 21.7°C. Water temperature varied from a low of 10°C in January of 2018, to a high of 28°C in July of 2017. The air temperature varied from a low of 14.5°C in December of 2017, to a high of 30.0°C in June of 2018.

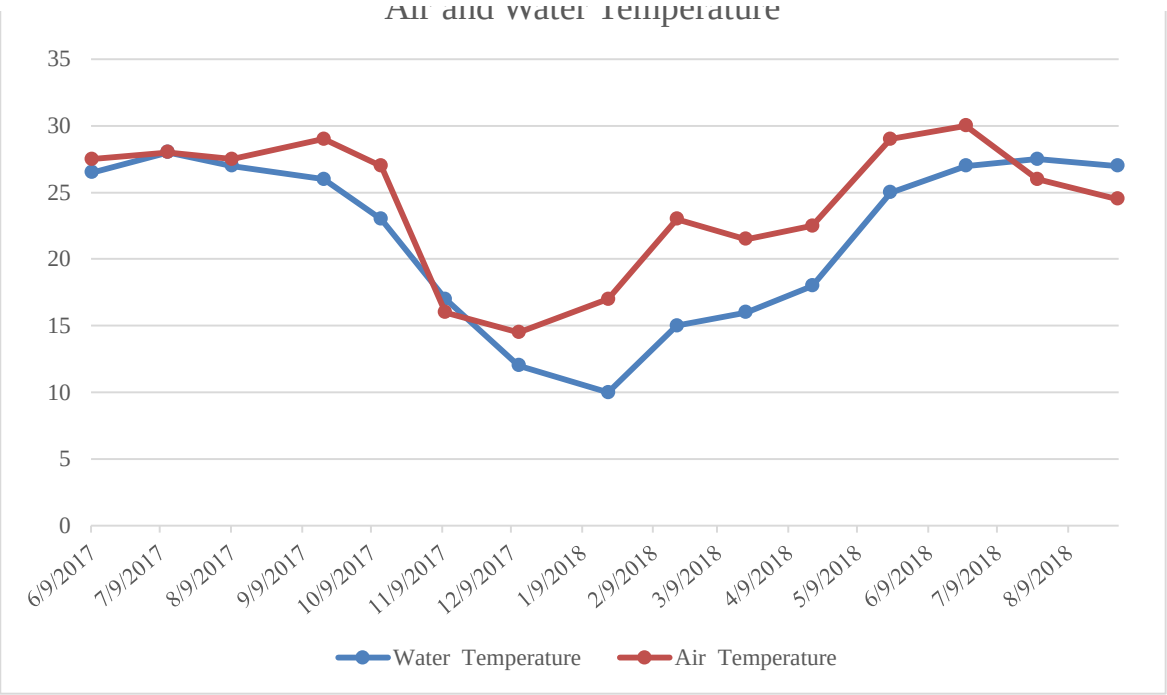


Figure 84: Air and water temperature at Site 81504

Total Dissolved Solids

Citizen scientists took a total of 15 TDS samples at this site between 6/9/2017 and 8/30/2018. The mean TDS concentration was 291 mg/L. The concentration of TDS varied from a low of 280 mg/L on multiple instances to a high of 306 mg/L in January of 2018.

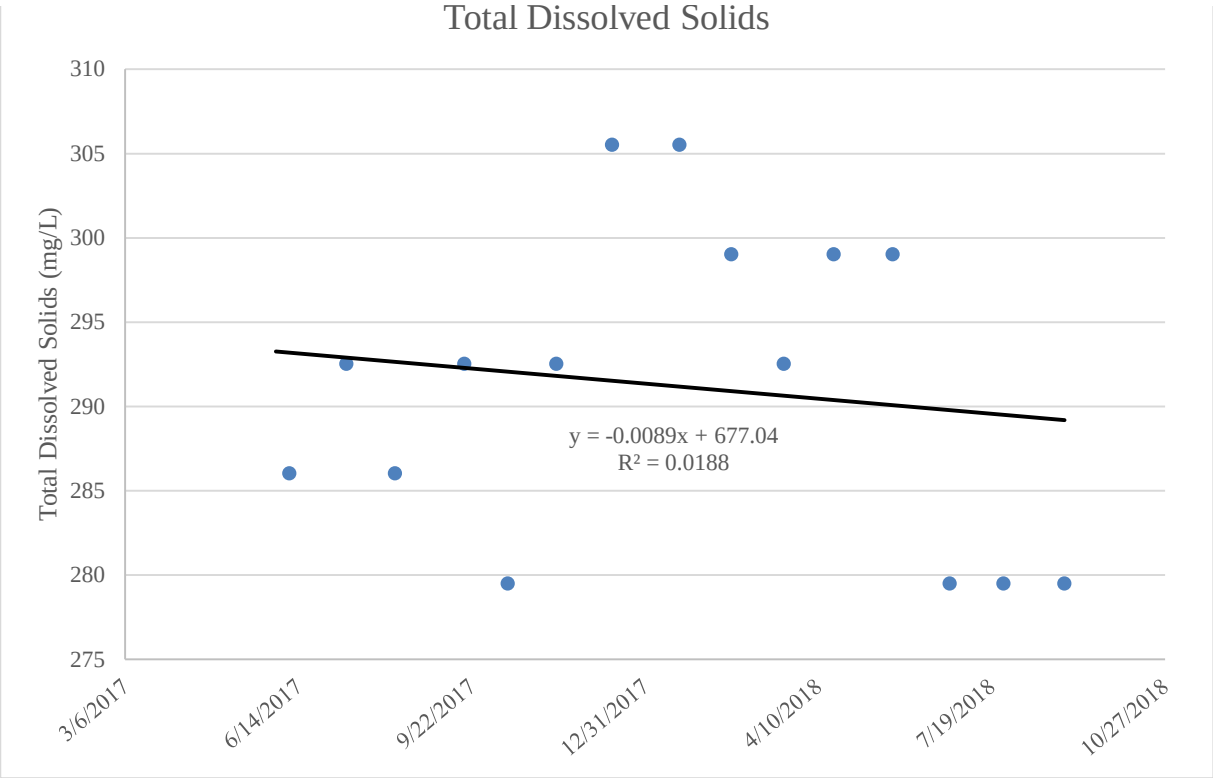


Figure 85: Total dissolved solids at Site 81504

Dissolved Oxygen

Citizen scientists took 15 DO samples at this site between 6/9/2017 and 8/30/2018. The mean DO concentration was 6.3 mg/L. The minimum DO concentration was 4.0 mg/L and was taken in July of 2018. The maximum DO concentration was 9.5 mg/L and was taken in January of 2018.

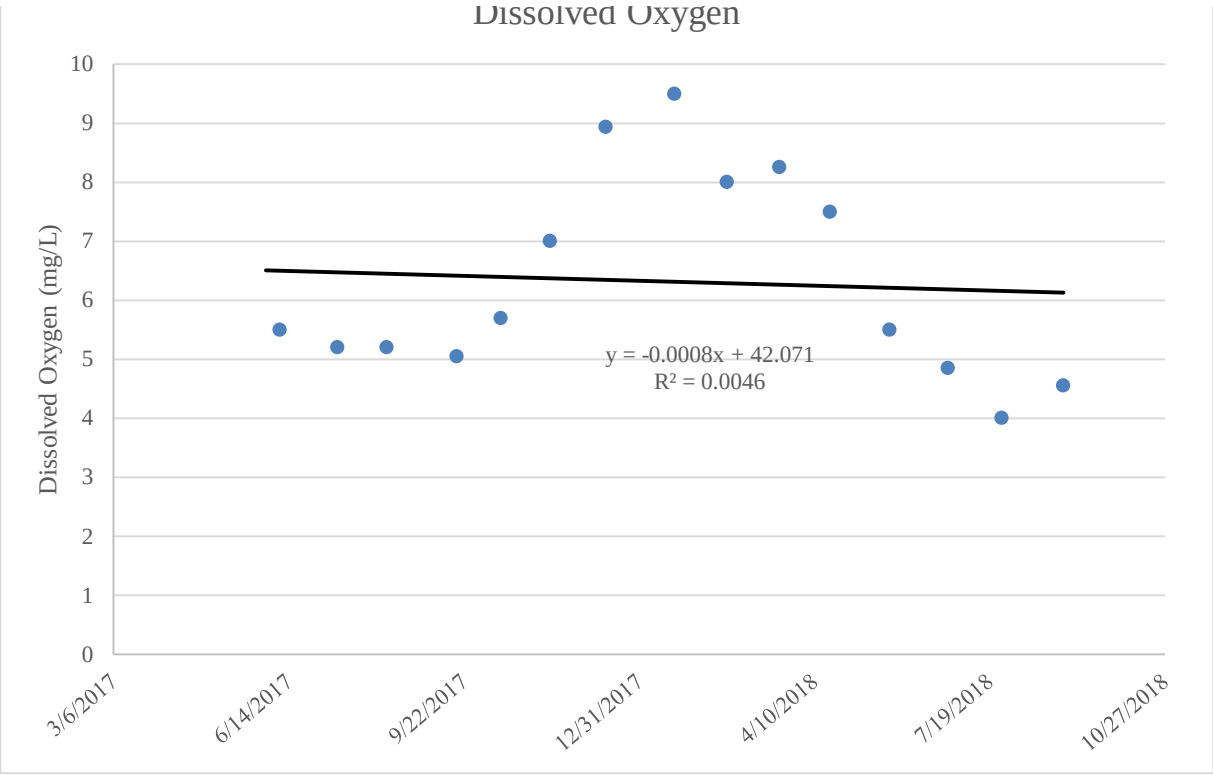


Figure 86: Dissolved oxygen at Site 81504

pH

Citizen scientists took 15 pH measurements at this site measurements at this site between 6/9/2017 and 8/30/2018. All measurements taken at this site resulted in a pH of 7.

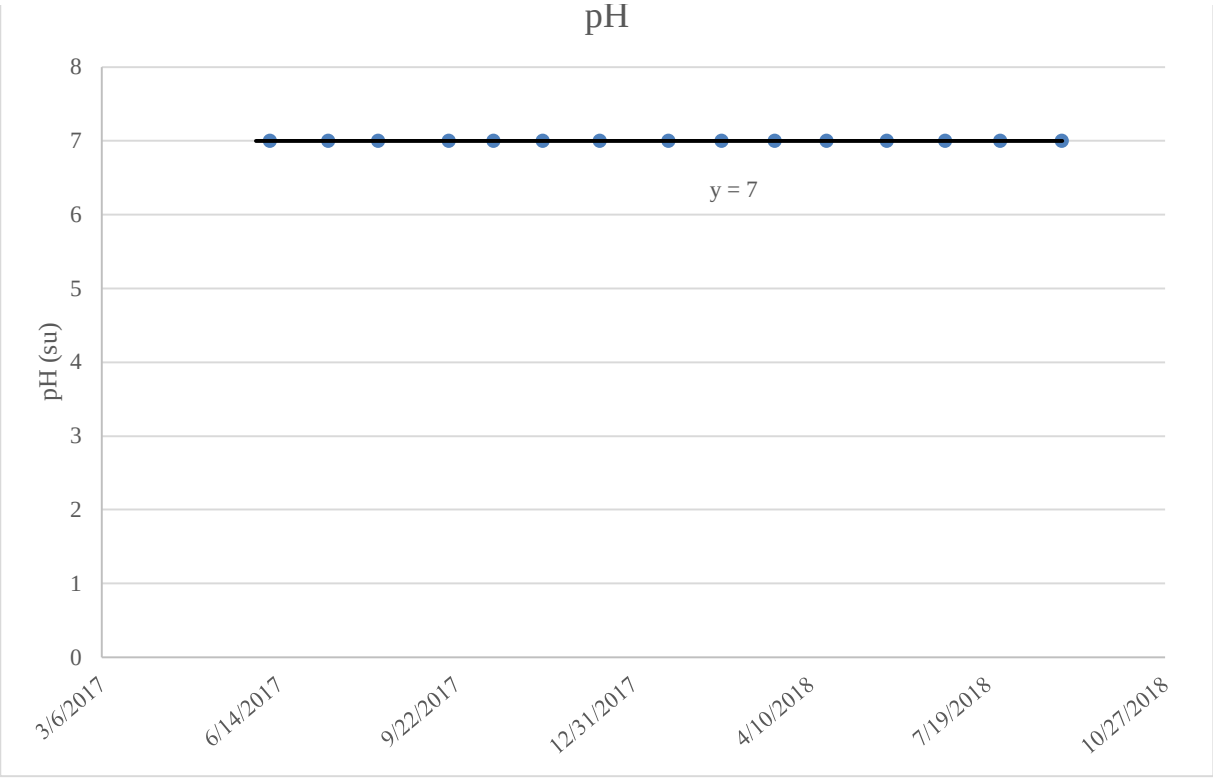


Figure 87: pH at Site 81504

Nitrate-Nitrogen

There were 14 nitrate-nitrogen measurements taken at this site between 6/9/2017 and 8/30/2018 all producing results of 1 mg/L.

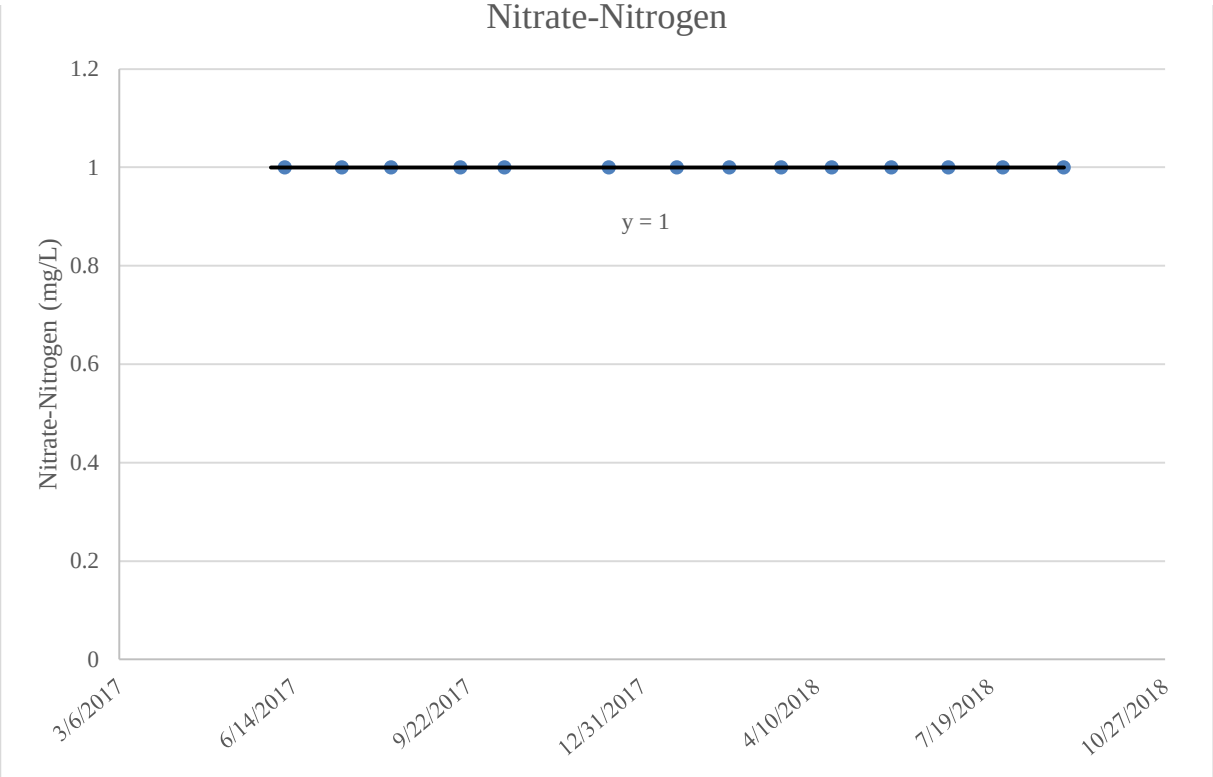


Figure 88: Nitrate-Nitrogen at Site 81504

Site 81490 – Lake Travis at Mansfield Dam Park

Site Description

This site is located at the Mansfield Dam Park. Mansfield Dam impounds Lake Travis on the Colorado and Pedernales rivers in western Travis County. Mansfield Dam Park offers beautiful views of Lake Travis where families can picnic, swim in our secluded cove, fish, and play and includes the largest public boat ramp on Lake Travis with an extensive scuba diving park.

Sampling Information

This site was monitored 91 times between 11/8/2010 and 7/16/2018. Sampling times typically occur between 9:00 and 14:08.

Table 20: Descriptive parameters for Site 81490

Parameter	Number of Samples	Mean ± Standard Deviation	Min	Max
Total Dissolved Solids (mg/L)	91	291 ± 20	254	325
Water Temperature (°C)	90	21.3 ± 5.7	10.0	30.0
Dissolved Oxygen (mg/L)	91	6.5 ± 1.2	4.6	9.2
pH (su)	90	7.5 ± 0.2	7.0	8.0
E. coli (CFU/100mL)	76	2 ± 8	1	60
Nitrate-Nitrogen (mg/L)	61	0.55 ± 0.36	0.25	1

Site 81490 was sampled 91 times between 11/8/2010 and 7/16/2018.

Air and Water Temperature

Air and water temperatures were taken 90 times at this site between 11/8/2010 and 7/16/2018. The mean water temperature was 21.3°C. Water temperature varied from a low of 10°C in January of 2014, to a high of 30.0°C in August of 2011. The air temperature varied from a low of 3.5°C in December of 2013, to a high of 37.0°C in July of 2011.

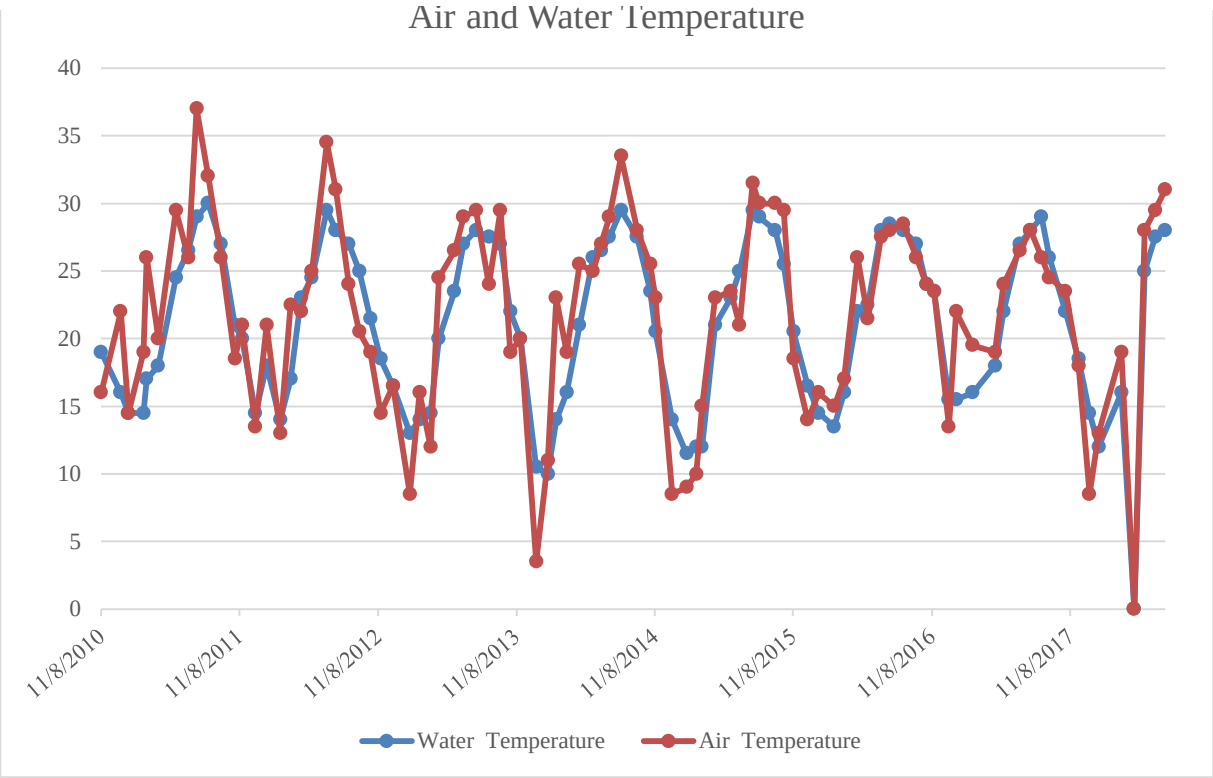


Figure 89: Air and water temperature at Site 81490

Total Dissolved Solids

Citizen scientists took a total of 91 TDS samples at this site between 11/8/2010 and 7/16/2018. The mean TDS concentration was 291 mg/L. The concentration of TDS varied from a low of 254 mg/L in August of 2016 to a high of 325 mg/L in January of 2013. The R_2 value of 0.3228 indicates that this relationship explains about 32.28 percent of the variability in the data.

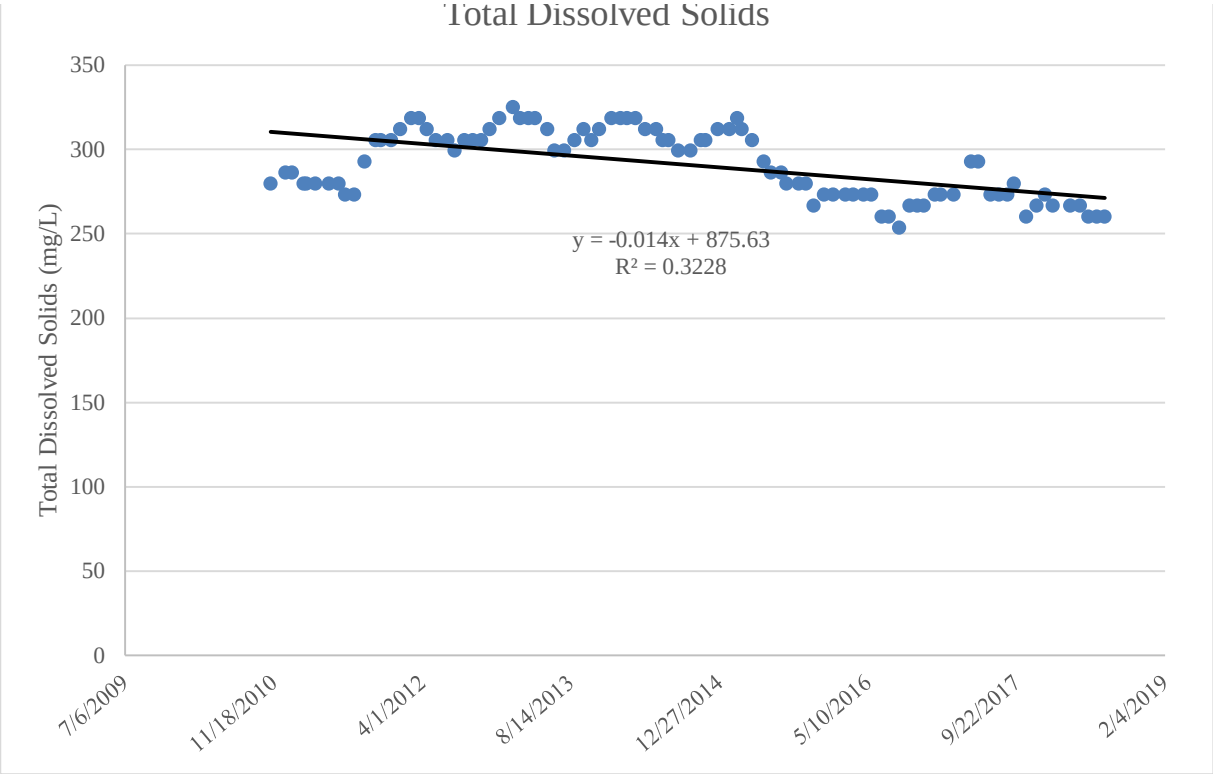


Figure 90: Total dissolved solids at Site 81490

Dissolved Oxygen

Citizen scientists took 91 DO samples at this site between 11/8/2010 and 7/16/2018. The mean DO concentration was 7.1 mg/L. The minimum DO concentration was 4.6 mg/L and was taken in October of 2016. The maximum DO concentration was 9.2 mg/L and was taken in January of 2015. The R_2 value of 0.0151 indicates that this relationship explains about 1.51 percent of the variability in the data.

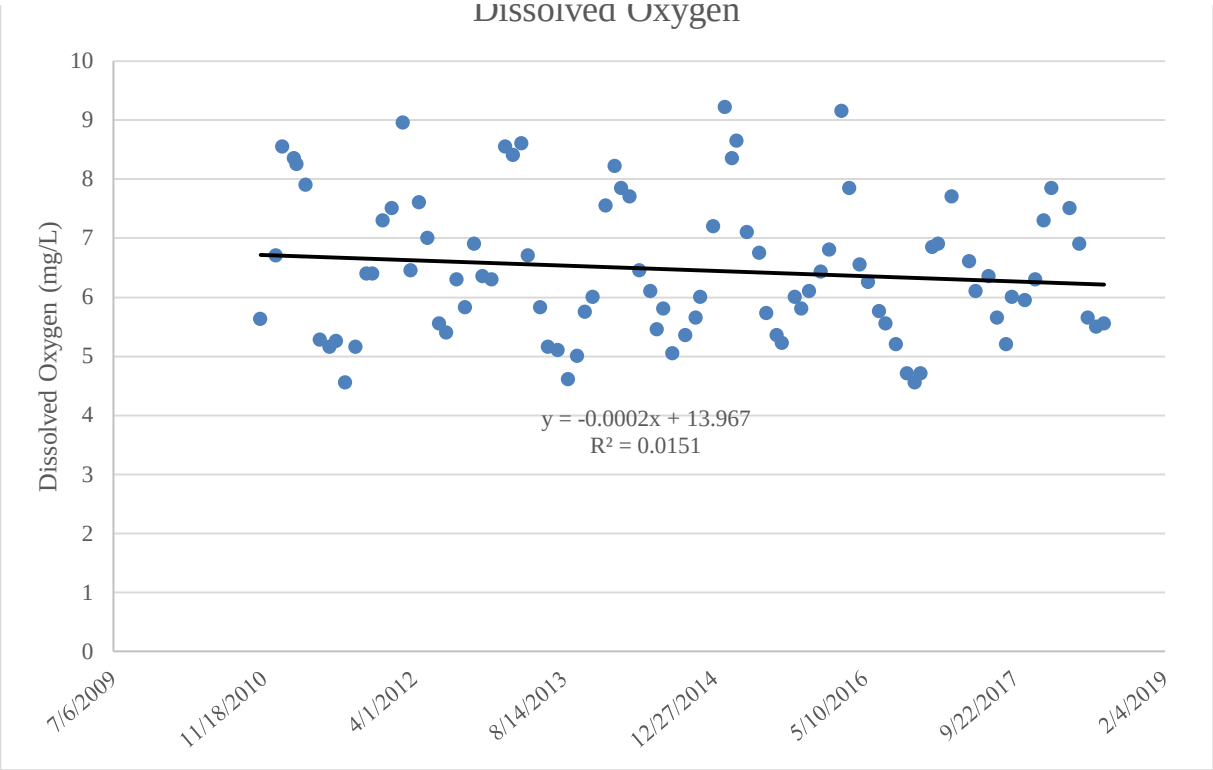


Figure 91: Dissolved oxygen at Site 81490

pH

Citizen scientists took 90 pH measurements at this site between 11/8/2010 and 7/16/2018. The mean pH was 7.5. The pH ranged from a low of 7.0 taken in December of 2011 and a high of 8.0 taken on multiple instances. The R_2 value of 0.0329 indicating that this relationship explained 3.29 percent of the variation in the data.

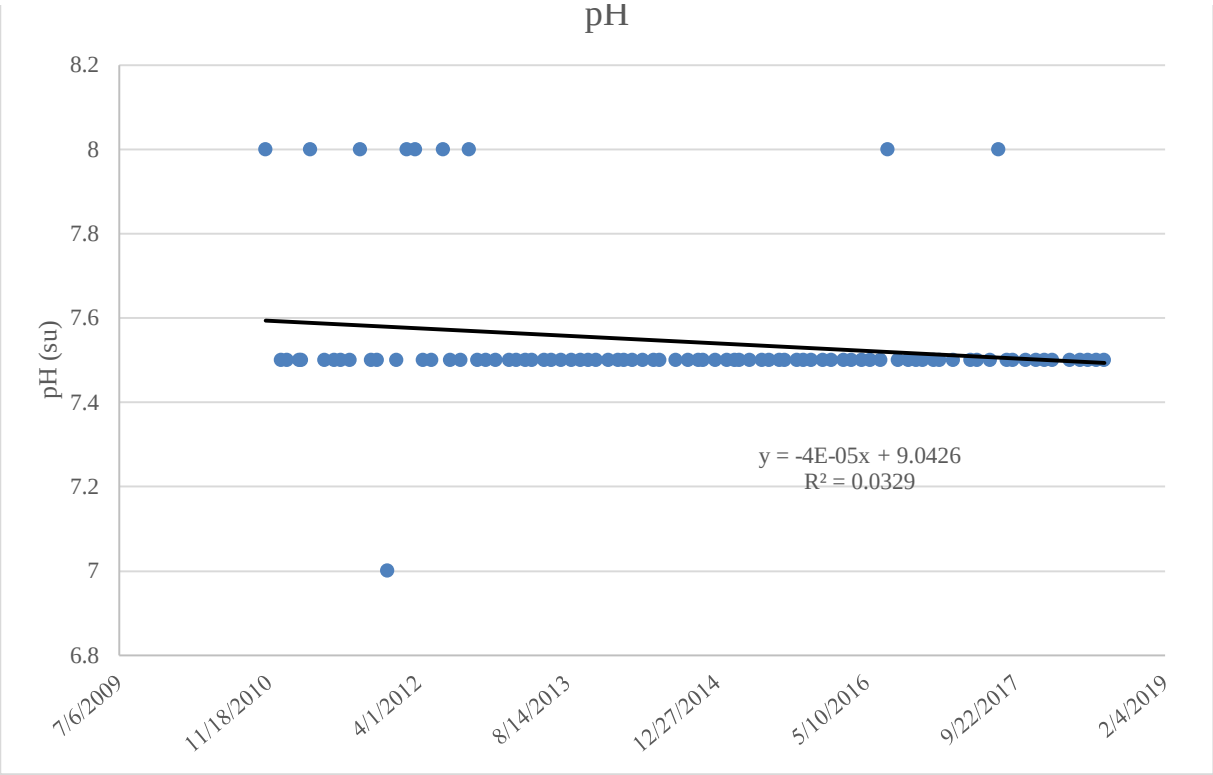


Figure 92: pH at Site 81490

E. coli

There were 76 *E. coli* measurements taken at this site between 10/27/2011 and 6/20/2018. The observed geomean was 2 CFU/100mL and ranged from a low of 1 CFU/100mL taken on several occasions to a high of 60 CFU/100mL taken in May of 2015.

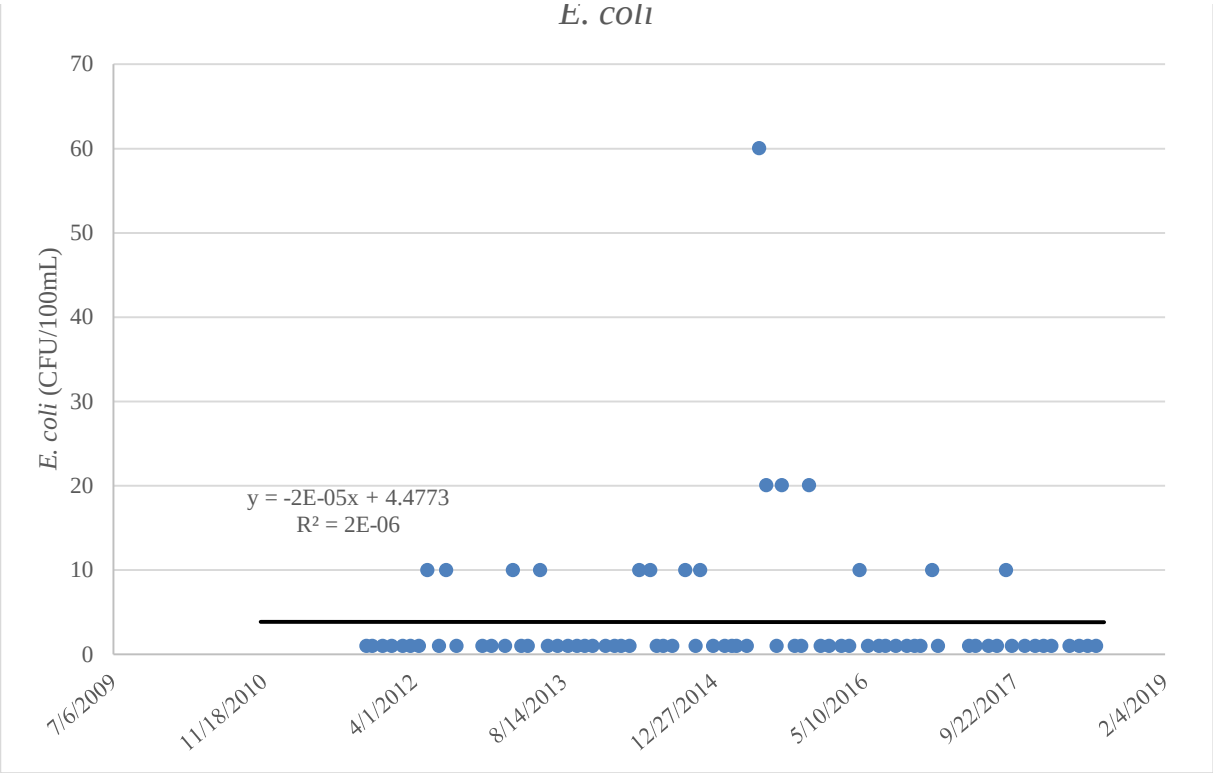


Figure 93: *E. coli* at Site 81490

Nitrate-Nitrogen

Citizen scientists collected 61 nitrate-nitrogen samples at this site between 1/31/2013 and 7/16/2018. The mean nitrate-nitrogen concentration was 0.55 mg/L. Nitrate-nitrogen ranged in concentration from 0.25 mg/L to a high of 1.0 mg/L taken on multiple instances. The R_2 value of 0.1167 indicating that this relationship explained 11.67 percent of the variation in the data.

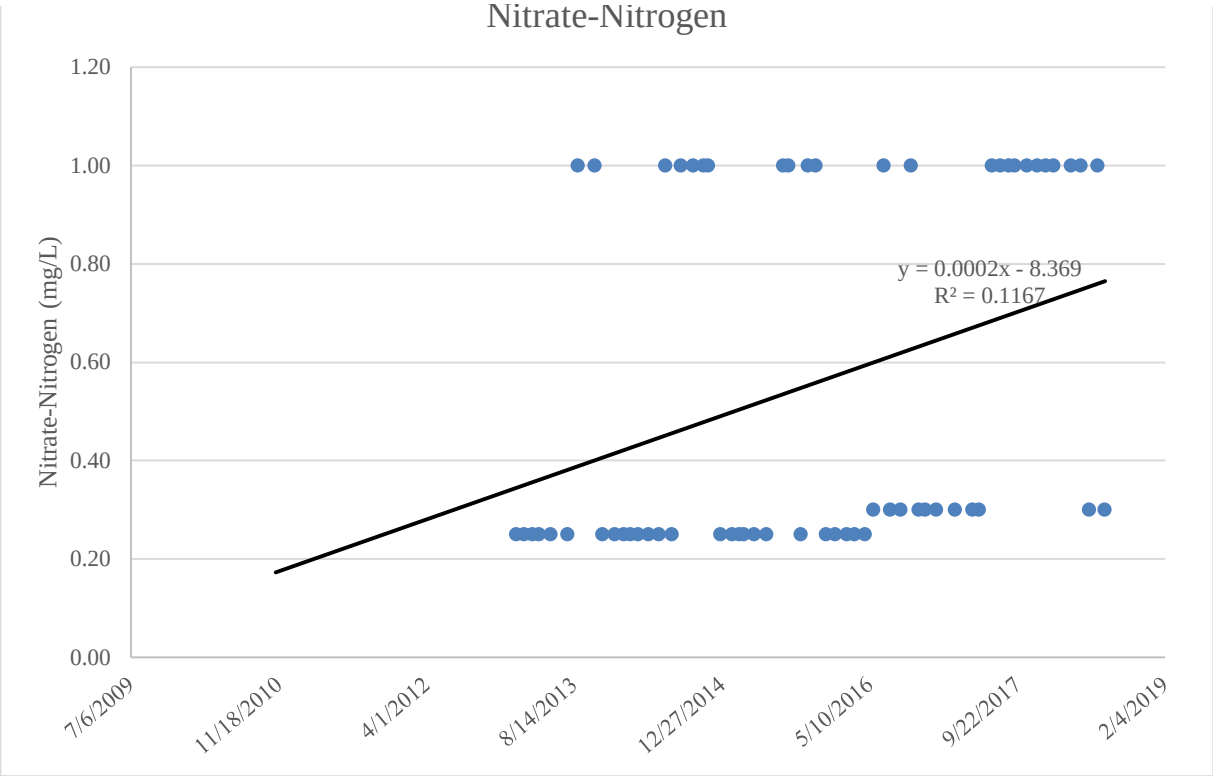


Figure 94: Nitrate-Nitrogen at Site 81490

Site 81476 – Lake Marble Falls @ Lakeside Park

Site Description

This site is located at Lakeside Park on Lake Marble Falls. Lakeside Park is located on beautiful Lake Marble Falls where the calm waters of the lake are perfect for boating and other types of water-based recreational activities.

Sampling Information

This site was monitored 264 times between 1/1/1996 and 7/18/2018. Sampling times typically occur between 7:30 and 18:00.

Table 21: Descriptive parameters for Site 81476

Parameter	Number of Samples	Mean ± Standard Deviation	Min	Max
Total Dissolved Solids (mg/L)	246	286 ± 33	169	364
Water Temperature (°C)	262	21.6 ± 6.6	4.0	39.0
Dissolved Oxygen (mg/L)	264	7.7 ± 1.6	3.5	12.0
pH (su)	261	8.0 ± 0.4	6.0	9.0
E. coli (CFU/100mL)	150	7 ± 119	1	910
Nitrate-Nitrogen (mg/L)	123	1 ± 0	1	5

Site 81476 was sampled 264 times between 1/1/1996 and 7/18/2018.

Air and Water Temperature

Air temperatures were taken 263 and water temperatures were taken 90 times at this site between 1/1/1996 and 7/18/2018. The mean water temperature was 21.6°C. Water temperature varied from a low of 4.0°C in December of 2017, to a high of 39.0°C in August of 2005. The air temperature varied from a low of 1.0°C in January of 2004, to a high of 39.0°C in August of 2005.

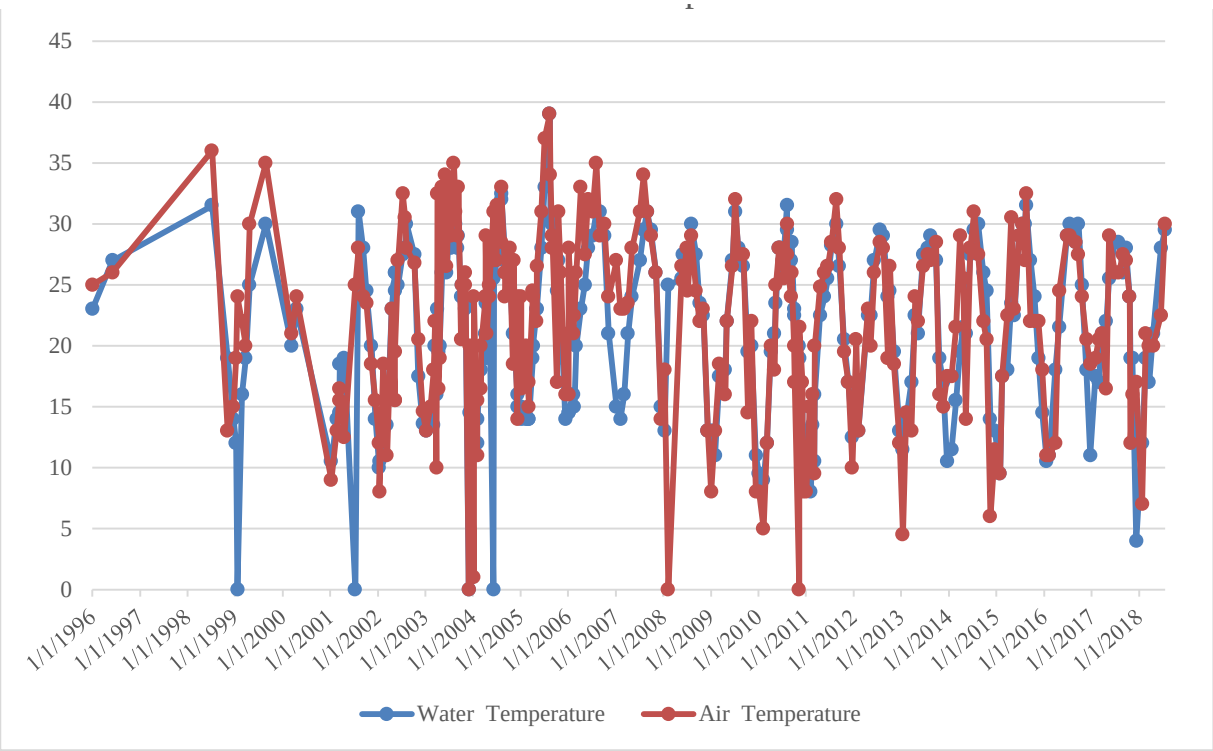


Figure 95: Air and water temperature at Site 81476

Total Dissolved Solids

Citizen scientists took a total of 246 TDS samples at this site between 1/9/2001 and 7/18/2018. The mean TDS concentration was 286 mg/L. The concentration of TDS varied from a low of 169 mg/L in January of 2003 to a high of 364 mg/L in August of 2002. The R_2 value of 0.0036 indicates that this relationship explains about 0.36 percent of the variability in the data.

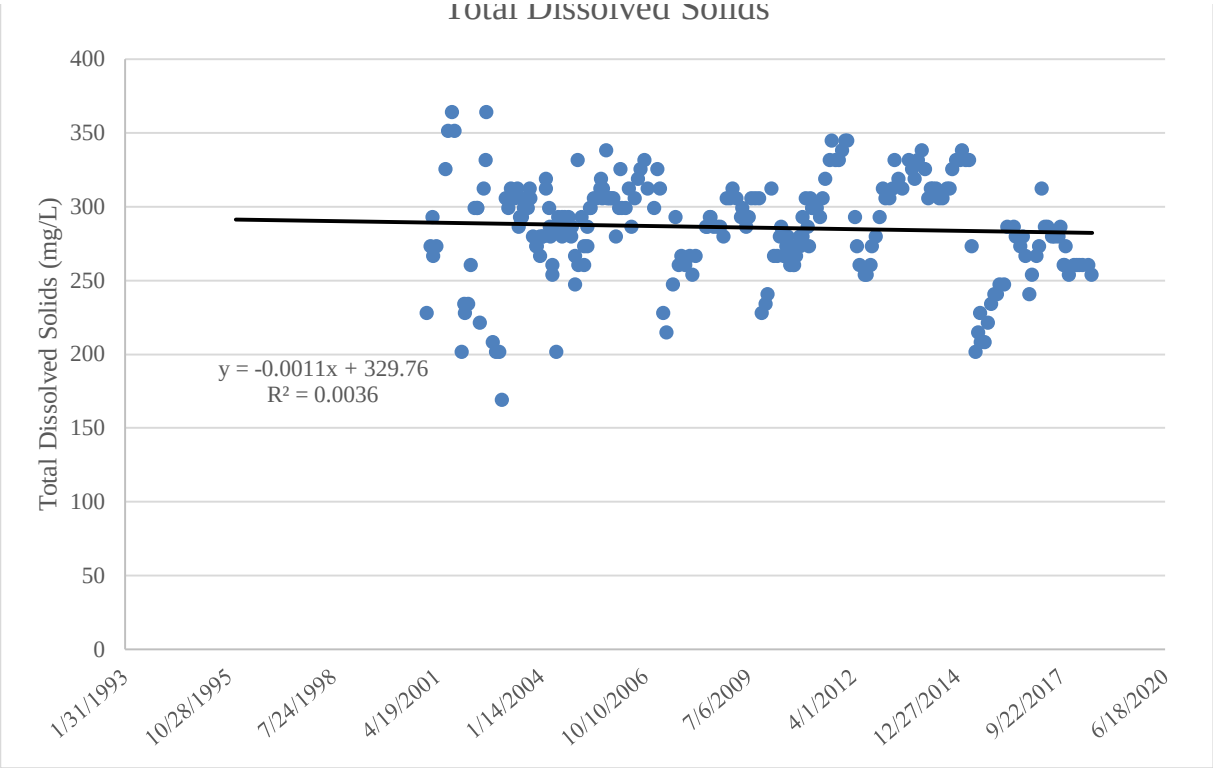


Figure 96: Total dissolved solids at Site 81476

Dissolved Oxygen

Citizen scientists took 264 DO samples at this site between 1/1/1996 and 7/18/2018. The mean DO concentration was 7.7 mg/L. The minimum DO concentration was 3.5 mg/L and was taken in July of 2010. The maximum DO concentration was 12.0 mg/L and was taken in January of 2001. The R_2 value of 0.0275 indicates that this relationship explains about 2.75 percent of the variability in the data.

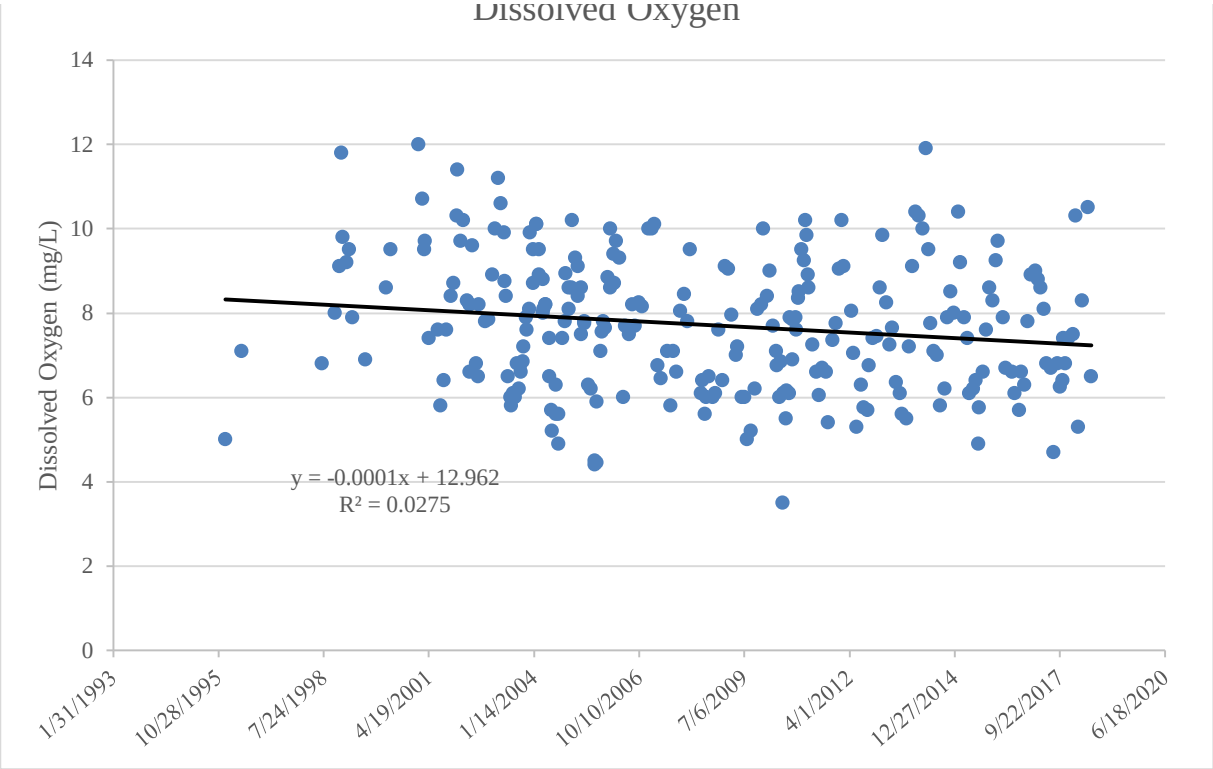


Figure 97: Dissolved oxygen at Site 81476

pH

Citizen scientists took 261 pH measurements at this site between 1/1/1996 and 7/18/2018. The mean pH was 8.0. The pH ranged from a low of 6.0 taken in May of 2005 and a high of 9.0 taken in April of 2003. The R_2 value of 0.0375 indicating that this relationship explained 3.75 percent of the variation in the data.

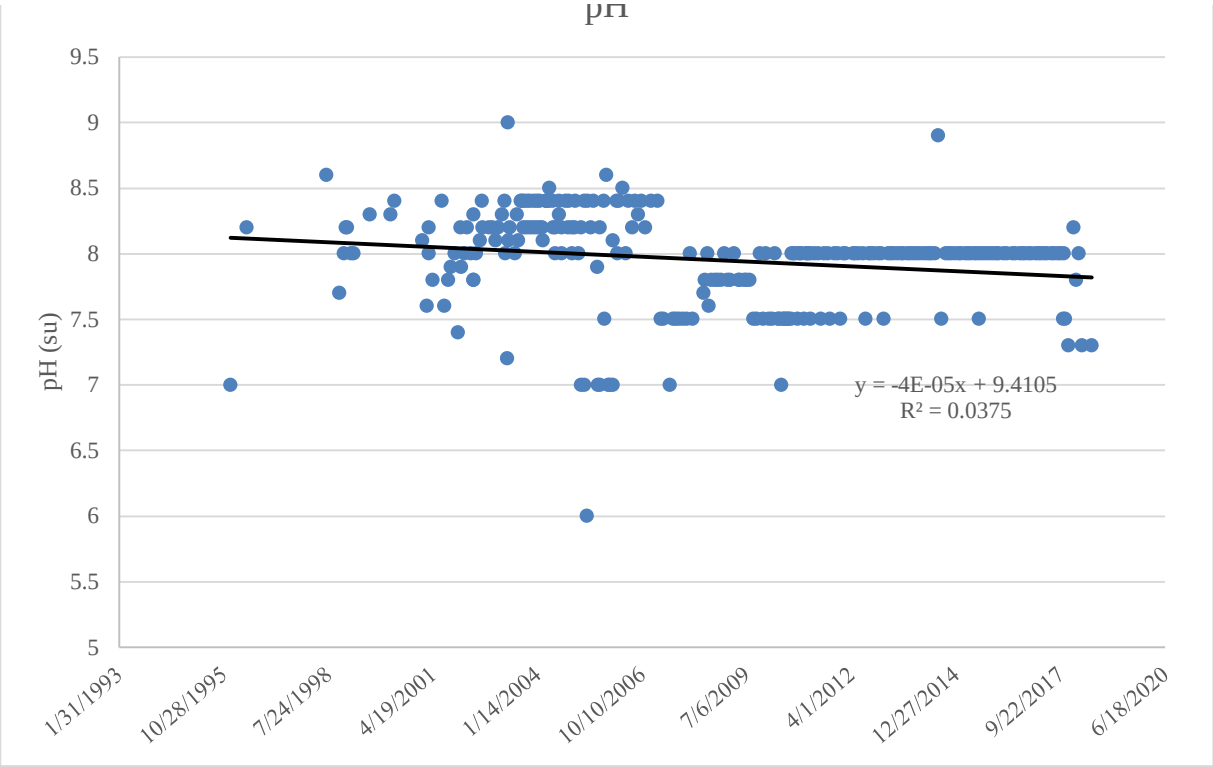


Figure 98: pH at Site 81476

E. coli

There were 150 *E. coli* measurements taken at this site between 1/1/1996 and 7/18/2018. The observed geomean was 7 CFU/100mL and ranged from a low of 1 CFU/100mL taken on several occasions to a high of 910 CFU/100mL taken in May of 2015. The R_2 value of 0.024 indicates that this relationship only explains 2.4 percent of the variation in the data.

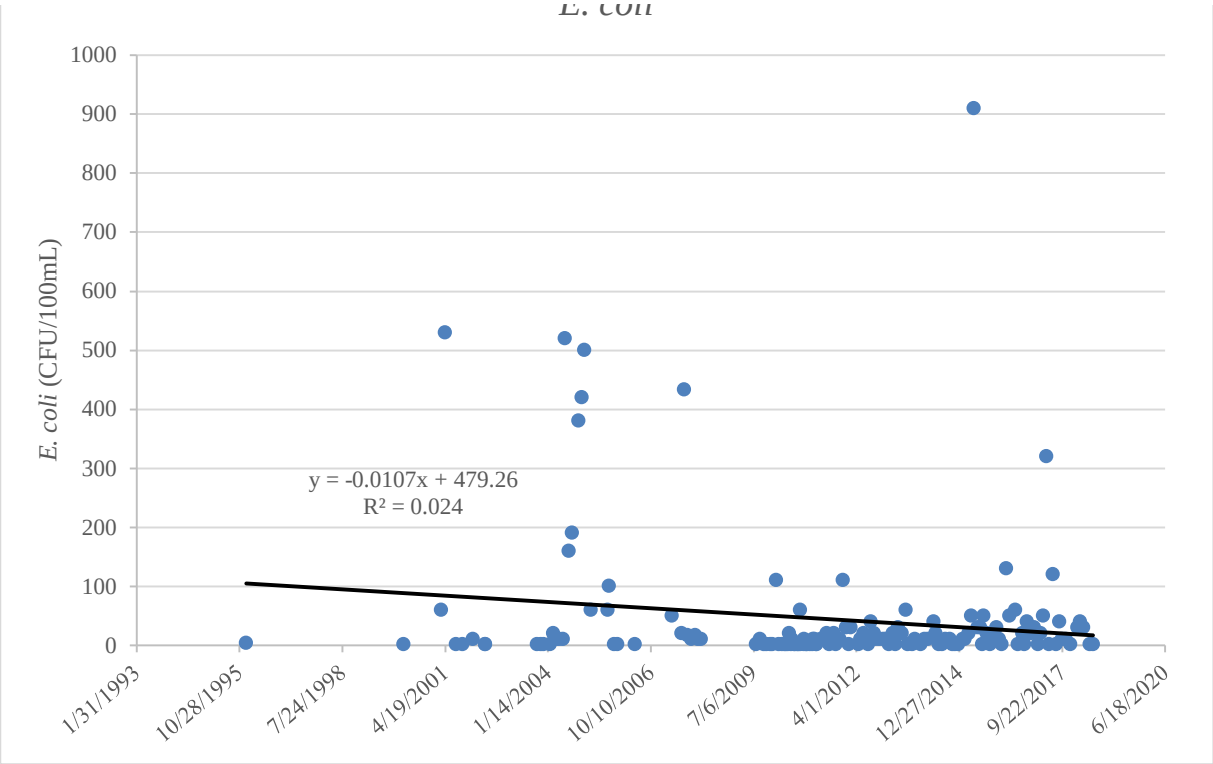


Figure 99: *E. coli* at Site 81476

Nitrate-Nitrogen

Citizen scientists collected 61 nitrate-nitrogen samples at this site between 1/1/1996 and 7/18/2018. The mean nitrate-nitrogen concentration was 1.07 mg/L. Nitrate-nitrogen ranged in concentration from 1.0 mg/L taken on multiple instances, to a high of 5.0 mg/L taken in January of 1996. The R_2 value of 0.1167 indicating that this relationship explained 11.67 percent of the variation in the data.

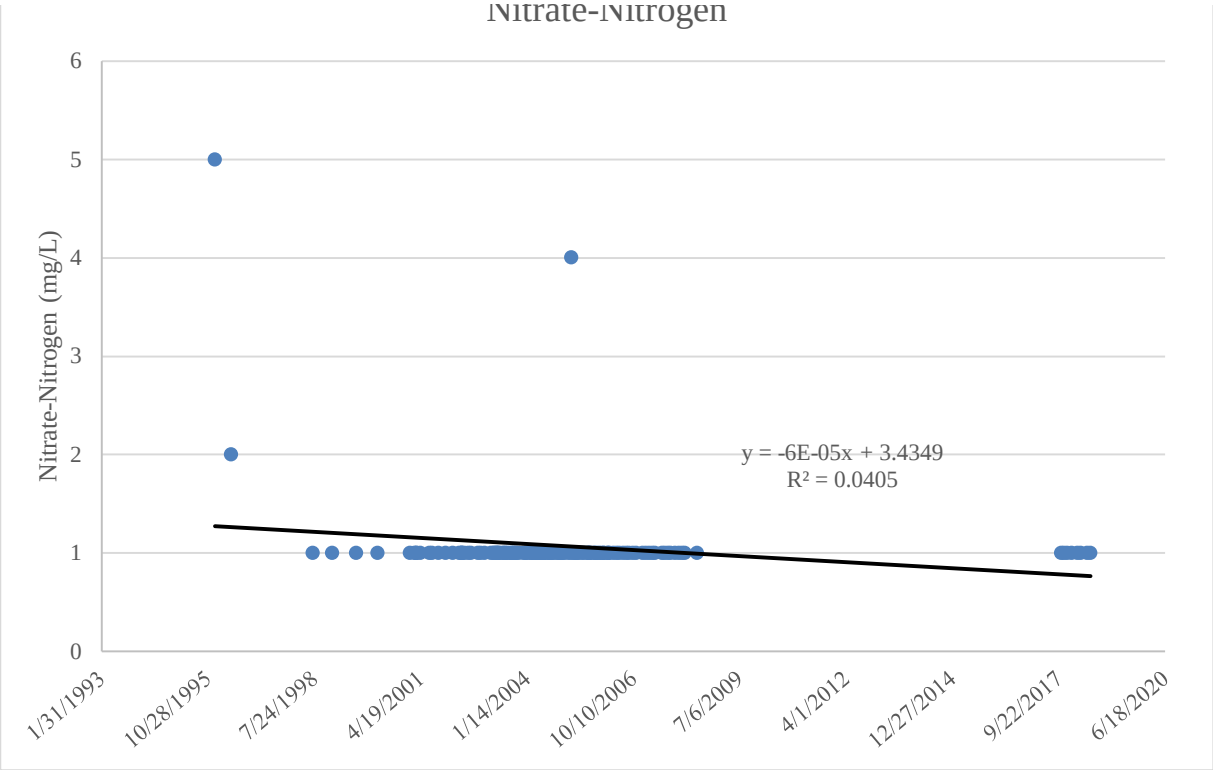


Figure 100: Nitrate-Nitrogen at Site 81476

Site 81507 – Lake Marble Falls @ Noah Thompson Park

Site Description

This site is located at Noah Thompson Park on Lakeview Drive in Cottonwood Shores, TX. The site is located on the Colorado River below Lake Lyndon B. Johnson.

Sampling Information

This site was monitored 11 times between 10/24/2017 and 8/23/2018. Sampling times typically occur between 10:15 and 14:45.

Table 22: Descriptive parameters for Site 81507

Parameter	Number of Samples	Mean ± Standard Deviation	Min	Max
Total Dissolved Solids (mg/L)	11	261 ± 6	247	267
Water Temperature (°C)	11	21.8 ± 6.3	9.0	30.0
Dissolved Oxygen (mg/L)	11	6.8 ± 1.5	3.7	8.9
pH (su)	10	7.3 ± 0.2	7.0	7.5
E. coli (CFU/100mL)	8	20 ± 31	1	90
Nitrate-Nitrogen (mg/L)	11	1 ± 0	1	1

Site 81507 was sampled 11 times between 10/24/2017 and 8/23/2018.

Air and Water Temperature

Air and water temperatures were taken 11 at this site between 10/24/2017 and 8/23/2018. The mean water temperature was 21.8°C. Water temperature varied from a low of 9.0°C in January of 2018, to a high of 30.0°C in July of 2018. The air temperature varied from a low of 7.0°C in January of 2018, to a high of 39.0°C in July of 2018.

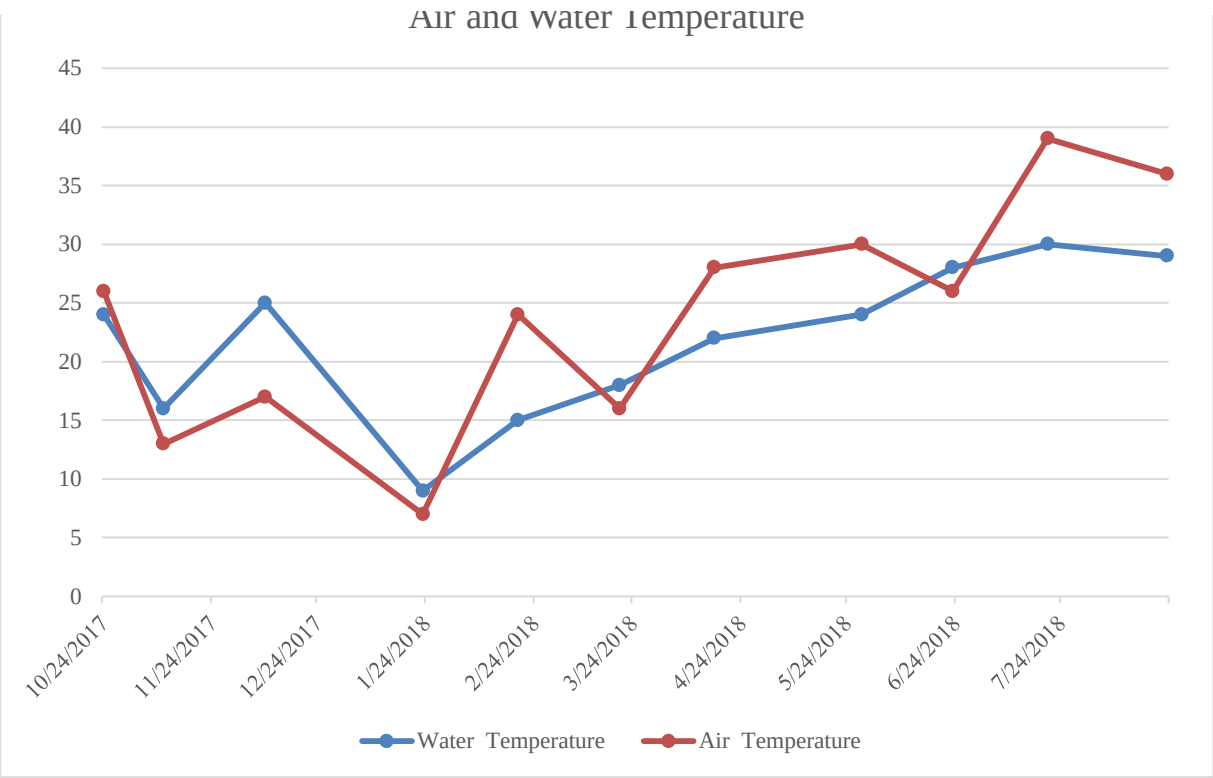


Figure 101: Air and water temperature at Site 81507

Total Dissolved Solids

Citizen scientists took a total of 11 TDS samples at this site between 10/24/2017 and 8/23/2018. The mean TDS concentration was 216 mg/L. The concentration of TDS varied from a low of 247 mg/L in November of 2017 to a high of 267 mg/L in July of 2018. The R_2 value of 0.3242 indicates that this relationship explains about 32.42 percent of the variability in the data.

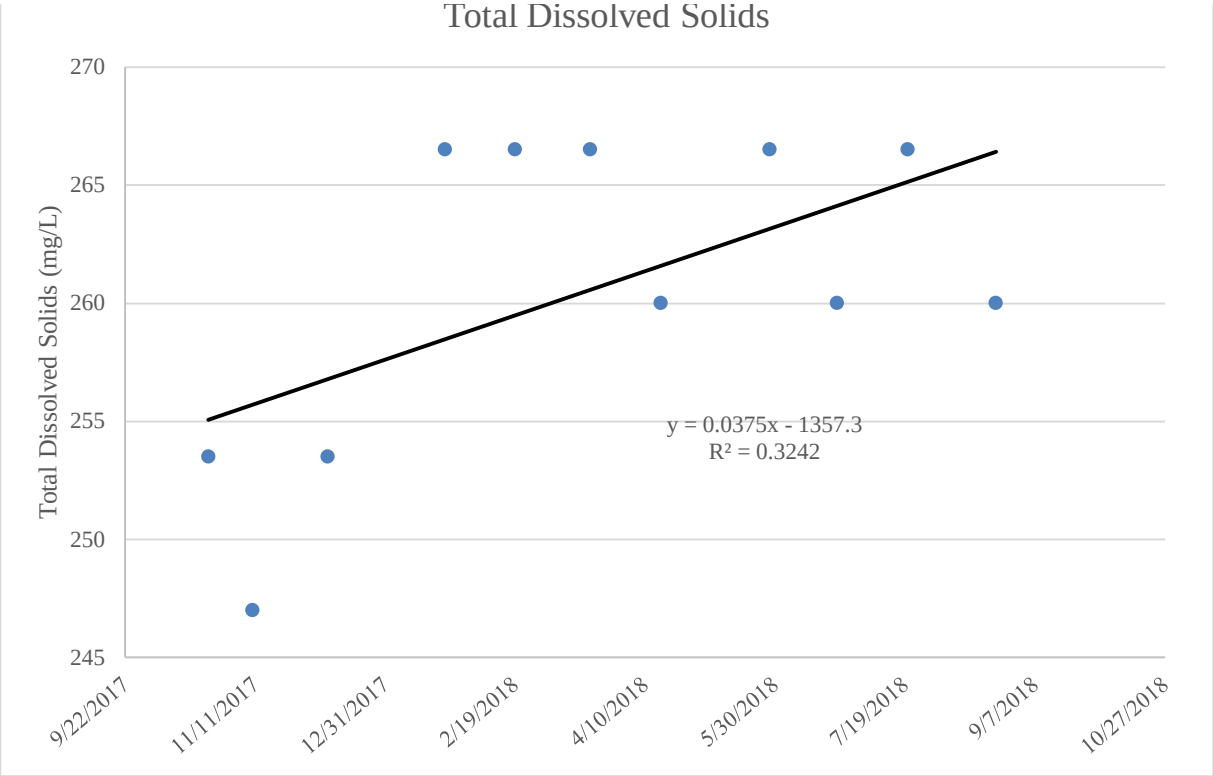


Figure 102: Total dissolved solids at Site 81507

Dissolved Oxygen

Citizen scientists took 11 DO samples at this site between 10/24/2017 and 8/23/2018. The mean DO concentration was 6.8 mg/L. The minimum DO concentration was 3.7 mg/L and was taken in August of 2018. The maximum DO concentration was 8.9 mg/L and was taken in January of 2018. The R_2 value of 0.6623 indicates that this relationship explains about 66.23 percent of the variability in the data.

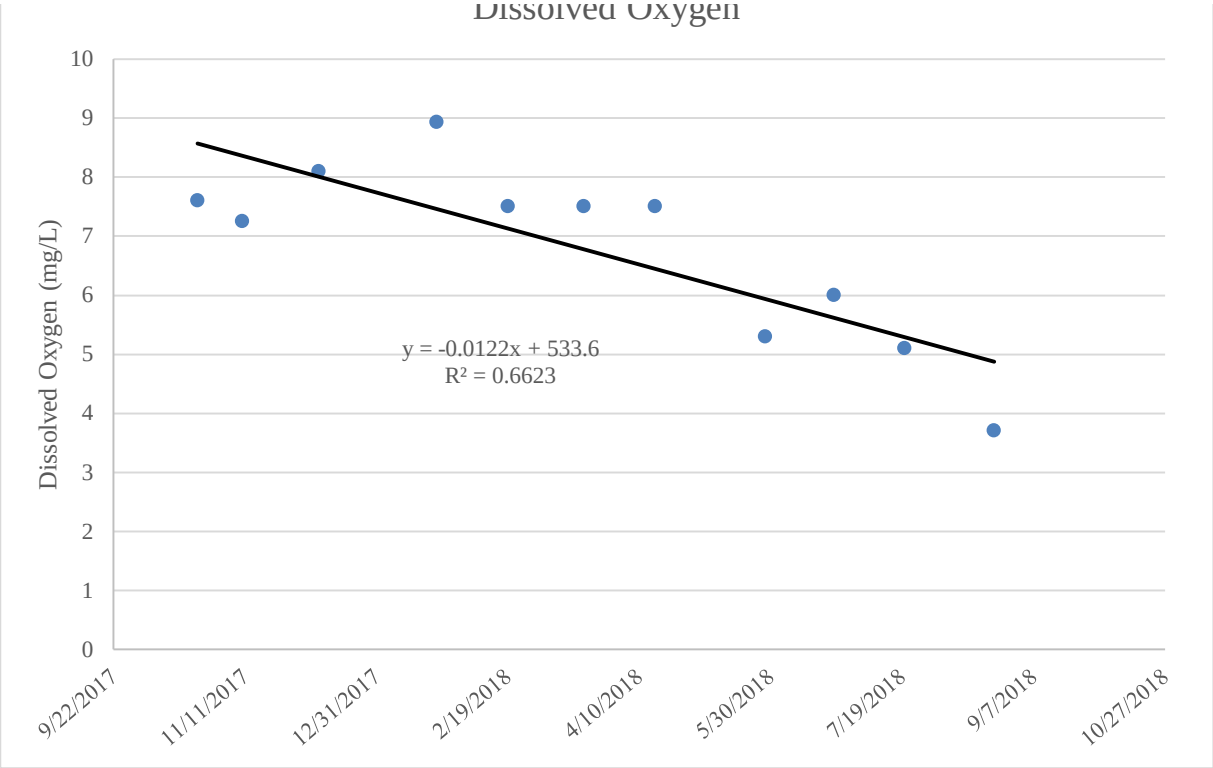


Figure 103: Dissolved oxygen at Site 81507

pH

Citizen scientists took 10 pH measurements at this site between 10/24/2017 and 8/23/2018. The mean pH was 7.3. The pH ranged from a low of 7.0 taken and a high of 7.5 taken on multiple occasions. The R_2 value of 0.0073 indicating that this relationship explained 0.73 percent of the variation in the data.

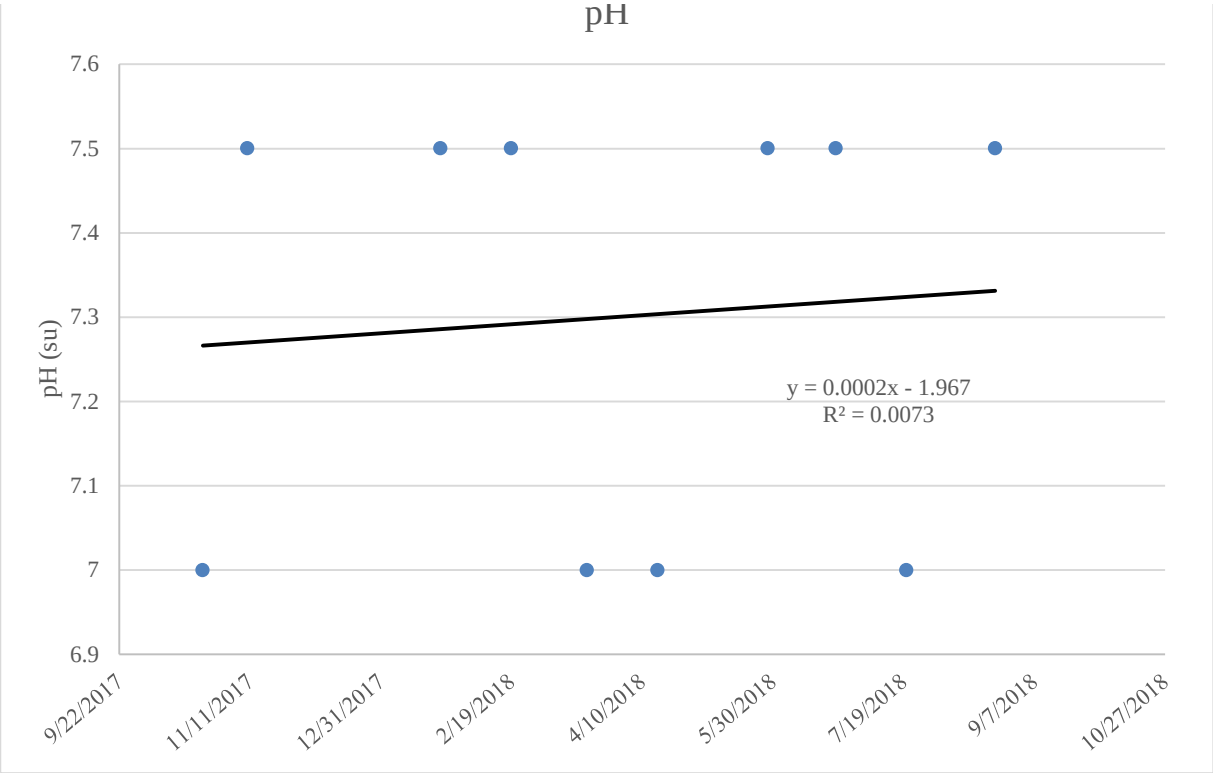


Figure 104: pH at Site 81507

E. coli

There were 8 *E. coli* measurements taken at this site between 11/10/2017 and 8/23/2018. The observed geomean was 31 CFU/100mL and ranged from a low of 1 CFU/100mL taken June of 2018 to a high of 90 CFU/100mL taken in July of 2018. The R_2 value of 0.4515 indicates that this relationship only explains 45.15 percent of the variation in the data.

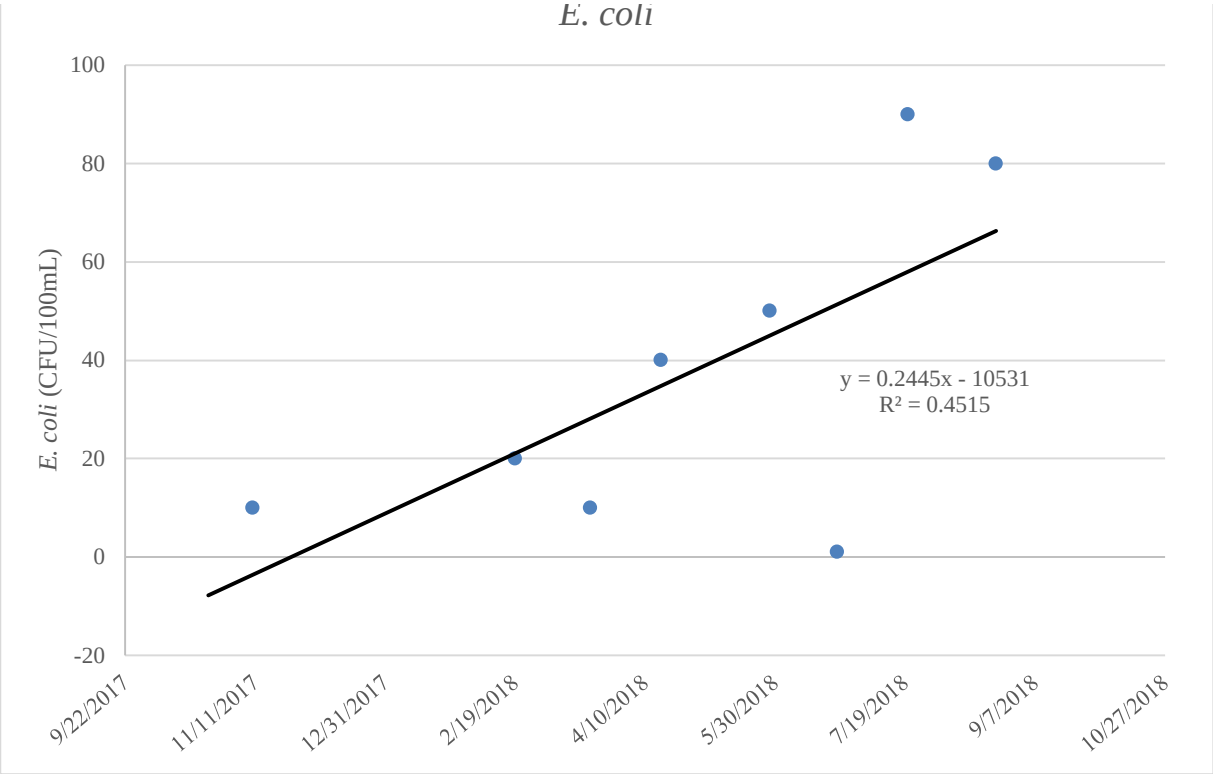


Figure 105: *E. coli* at Site 81507

Nitrate-Nitrogen

Citizen scientists collected 11 nitrate-nitrogen samples at this site between 10/24/2017 and 8/23/2018 all producing results of 1 mg/L.

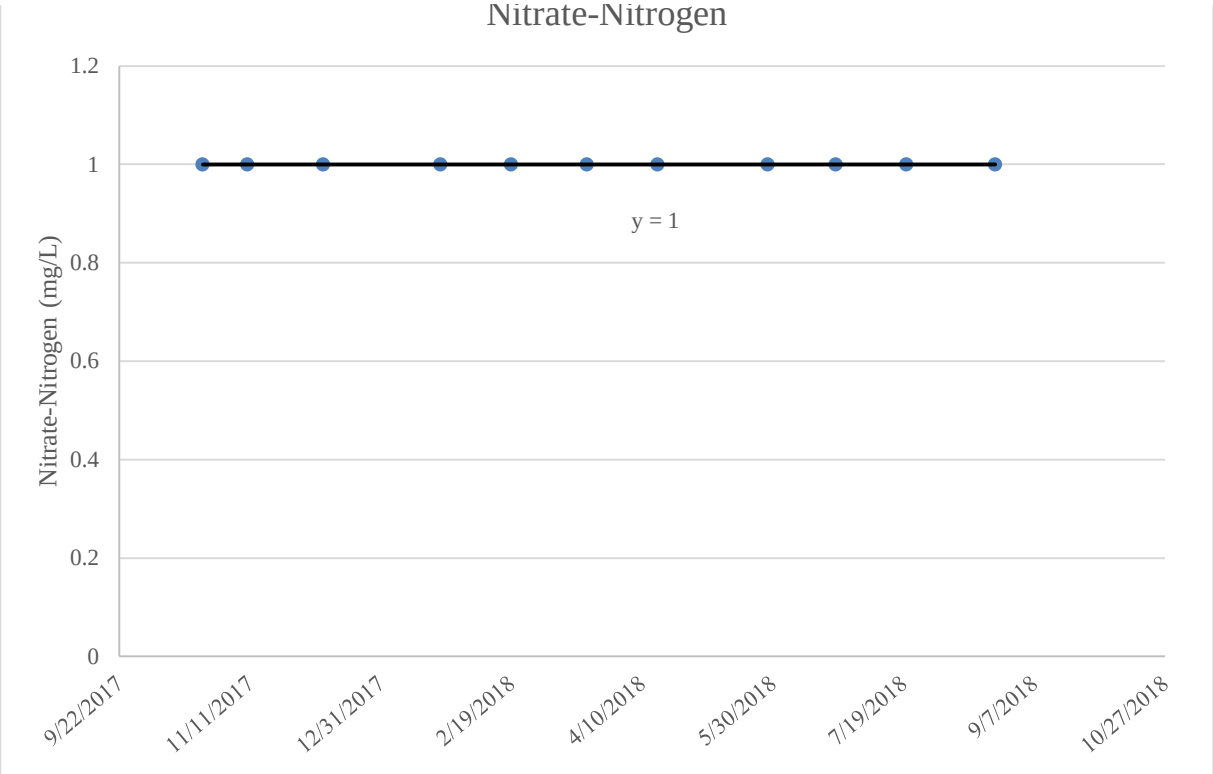


Figure 106: Nitrate-Nitrogen at Site 81507

Site 81494 – Collins Grotto

Site Description

This site is located at the headwaters of a small tributary of Cypress Creek that feeds into Lake Travis. The site is located behind the ASAP Stone and Landscape Supply on Anderson Mill Road.

Sampling Information

This site was monitored 59 times between 7/23/2013 and 8/30/2018. Sampling times typically occur between 8:30 and 15:20.

Table 23: Descriptive parameters for Site 81494

Parameter	Number of Samples	Mean ± Standard Deviation	Min	Max
Total Dissolved Solids (mg/L)	59	465 ± 43	293	540
Water Temperature (°C)	59	19.7 ± 2.8	13.0	25.0
Dissolved Oxygen (mg/L)	59	5.4 ± 1.1	3.2	7.5
pH (su)	59	7.1 ± 0.3	6.9	8.6
Nitrate-Nitrogen (mg/L)	56	1 ± 0	0.06	2

Site 81494 was sampled 59 times between 7/23/2013 and 8/30/2018.

Air and Water Temperature

Air and water temperatures were taken 59 at this site between 7/23/2013 and 8/30/2018. The mean water temperature was 19.9°C. Water temperature varied from a low of 13.0°C in February of 2015 and January of 2018, to a high of 25.0°C in August of 2014. The air temperature varied from a low of 1.0°C in February of 2015, to a high of 31.0°C in August of 2014 and 2018.

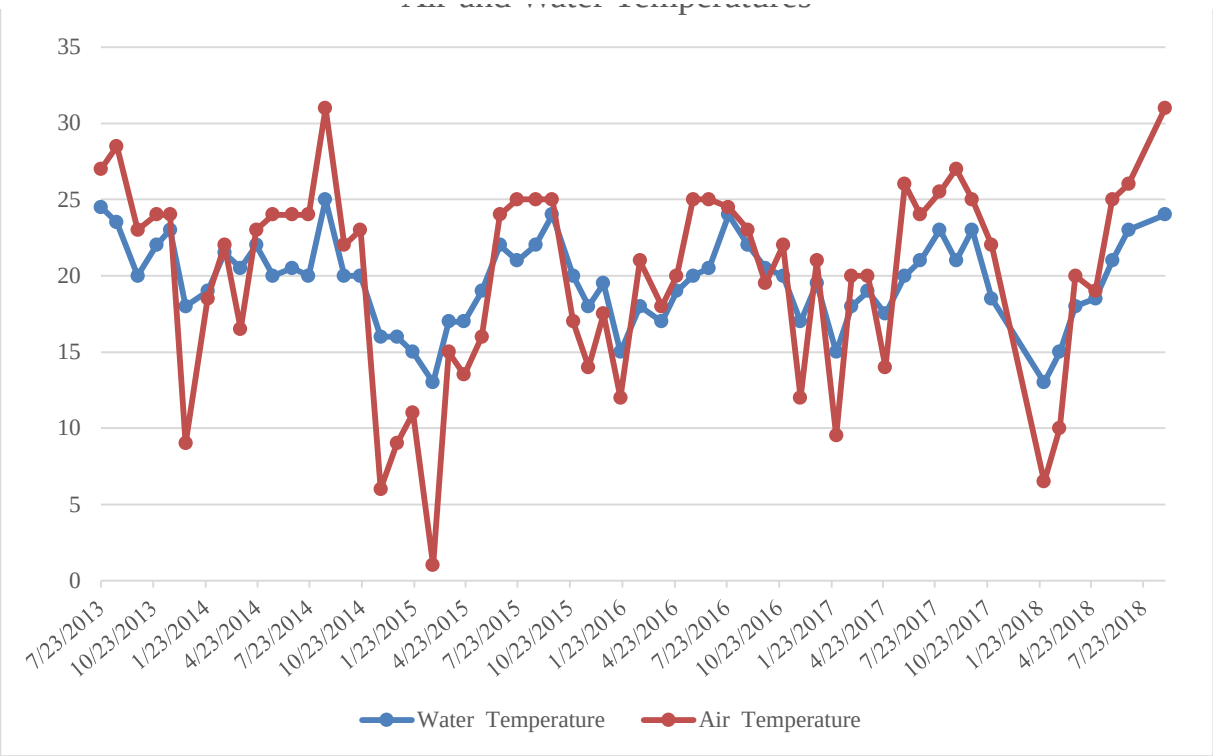


Figure 107: Air and water temperature at Site 81494

Total Dissolved Solids

Citizen scientists took a total of 59 TDS samples at this site between 7/23/2013 and 8/30/2018. The mean TDS concentration was 465 mg/L. The concentration of TDS varied from a low of 293 mg/L in July of 2016 to a high of 540 mg/L in February of 2015. The R_2 value of 0.0455 indicates that this relationship explains about 4.55 percent of the variability in the data.

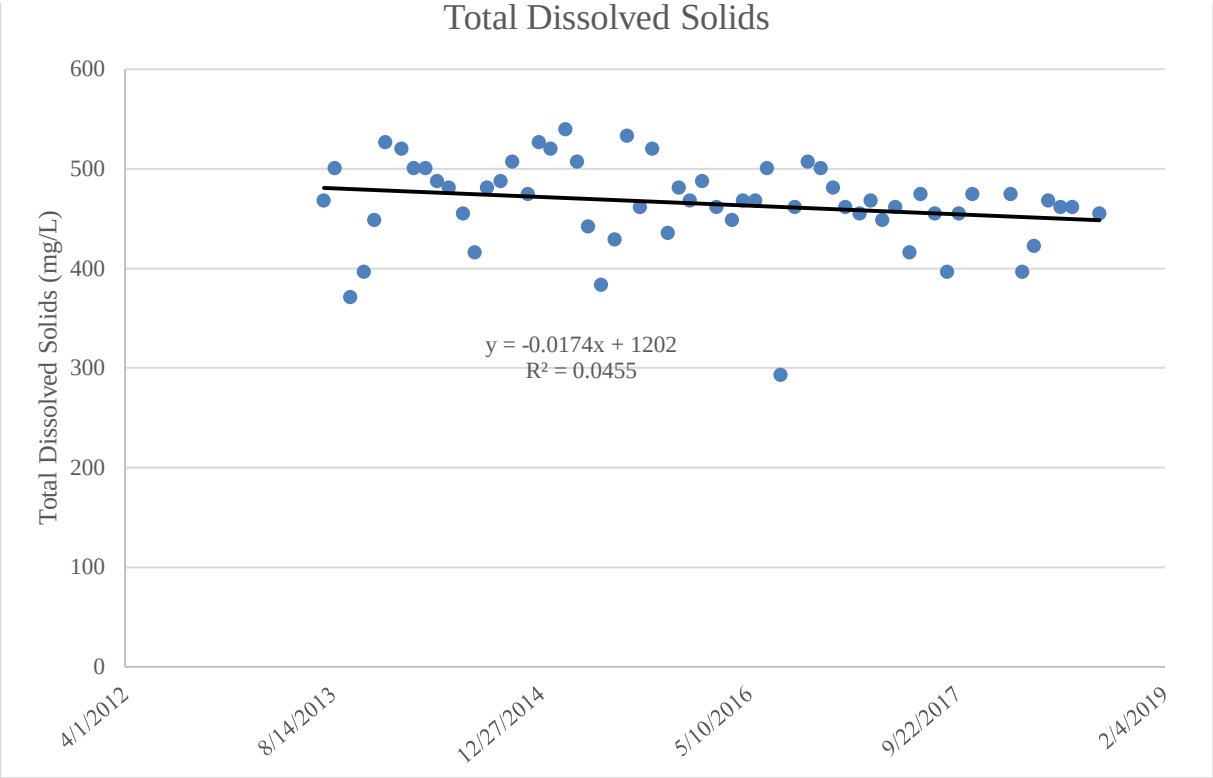


Figure 108: Total dissolved solids at Site 81494

Dissolved Oxygen

Citizen scientists took 59 DO samples at this site between 7/23/2013 and 8/30/2018. The mean DO concentration was 5.4 mg/L. The minimum DO concentration was 3.2 mg/L and was taken in July of 2016. The maximum DO concentration was 7.5 mg/L and was taken in October of 2013 and January of 2014. The R_2 value of 0.247 indicates that this relationship explains about 24.7 percent of the variability in the data.

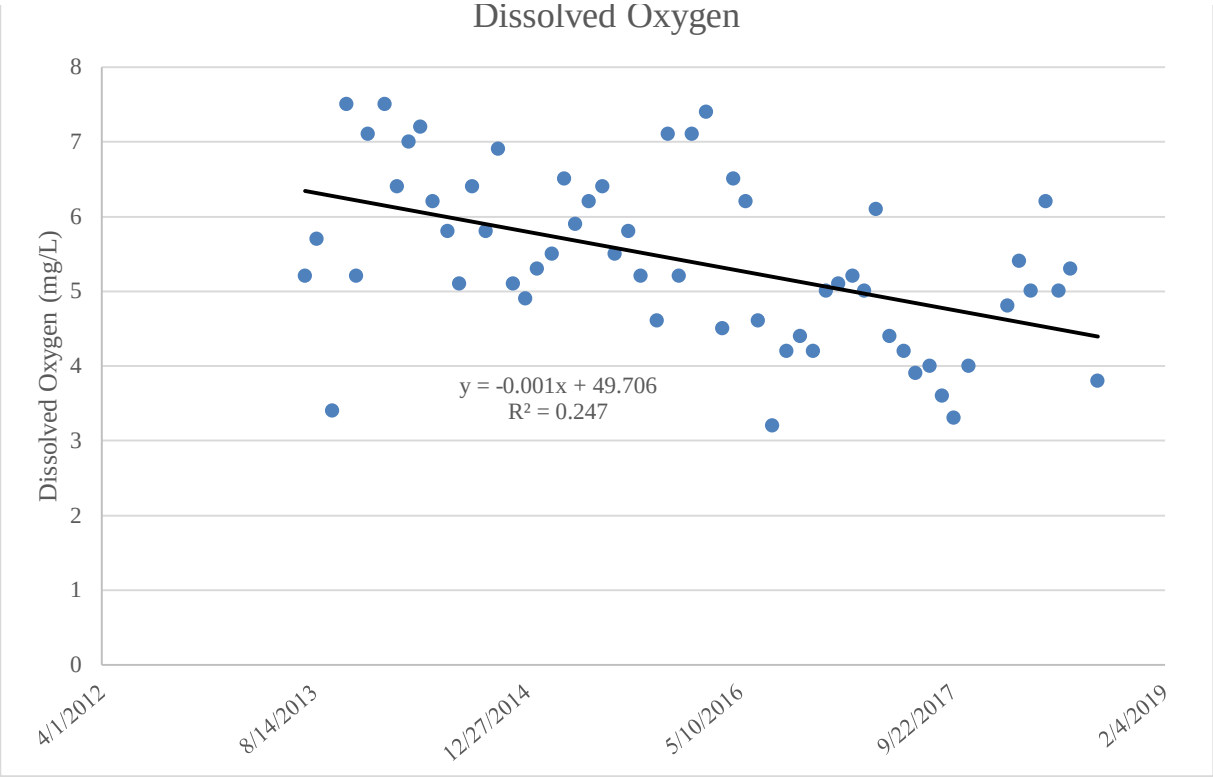


Figure 109: Dissolved oxygen at Site 81494

pH

Citizen scientists took 59 pH measurements at this site between 7/23/2013 and 8/30/2018. The mean pH was 7.1. The pH ranged from a low of 6.9 taken on multiple instances to a high of 8.6 taken in May of 2015. The R_2 value of 0.065 indicating that this relationship explained 6.5 percent of the variation in the data.

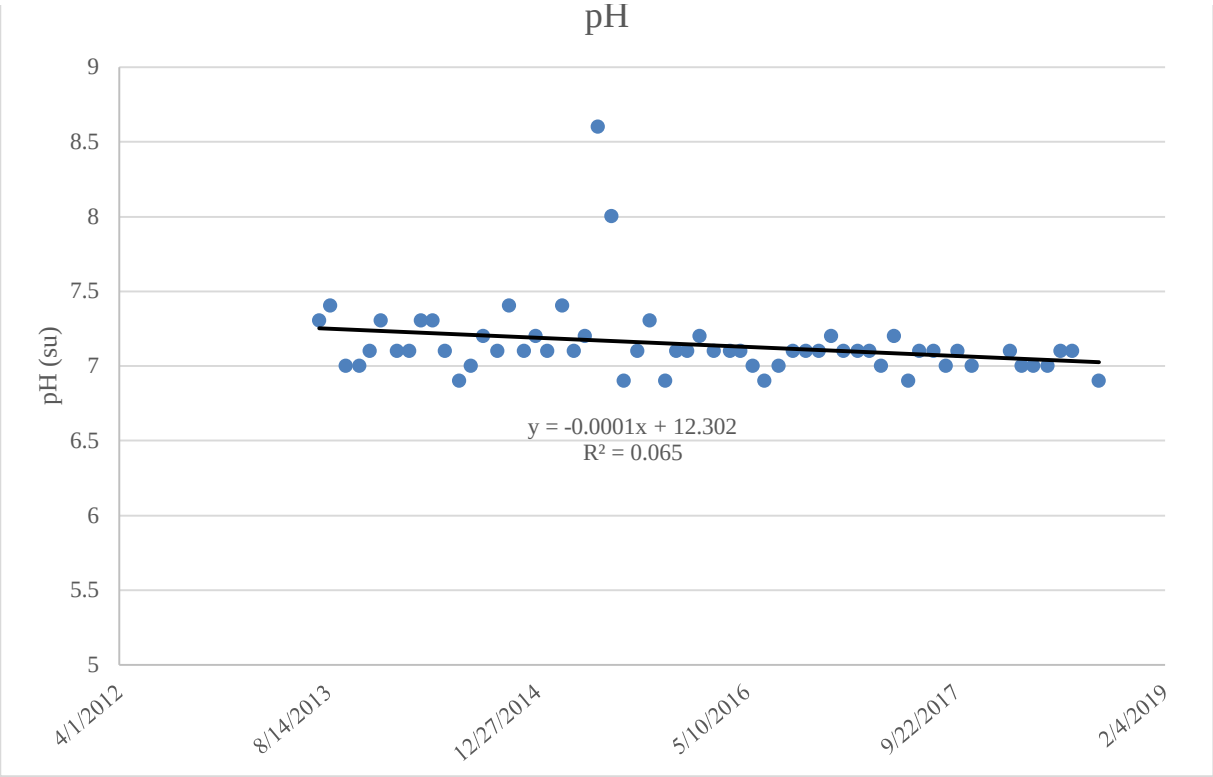


Figure 110: pH at Site 81494

Nitrate-Nitrogen

Citizen scientists collected 56 nitrate-nitrogen samples at this site between 7/23/2013 and 8/30/2018. The mean nitrate-nitrogen concentration was 0.65 mg/L. Nitrate-nitrogen ranged in concentration from a low of 0.06 mg/L taken on multiple instances, to a high of 2.0 mg/L taken in July and August of 2013. The R_2 value of 0.2122 indicating that this relationship explained 21.22 percent of the variation in the data.

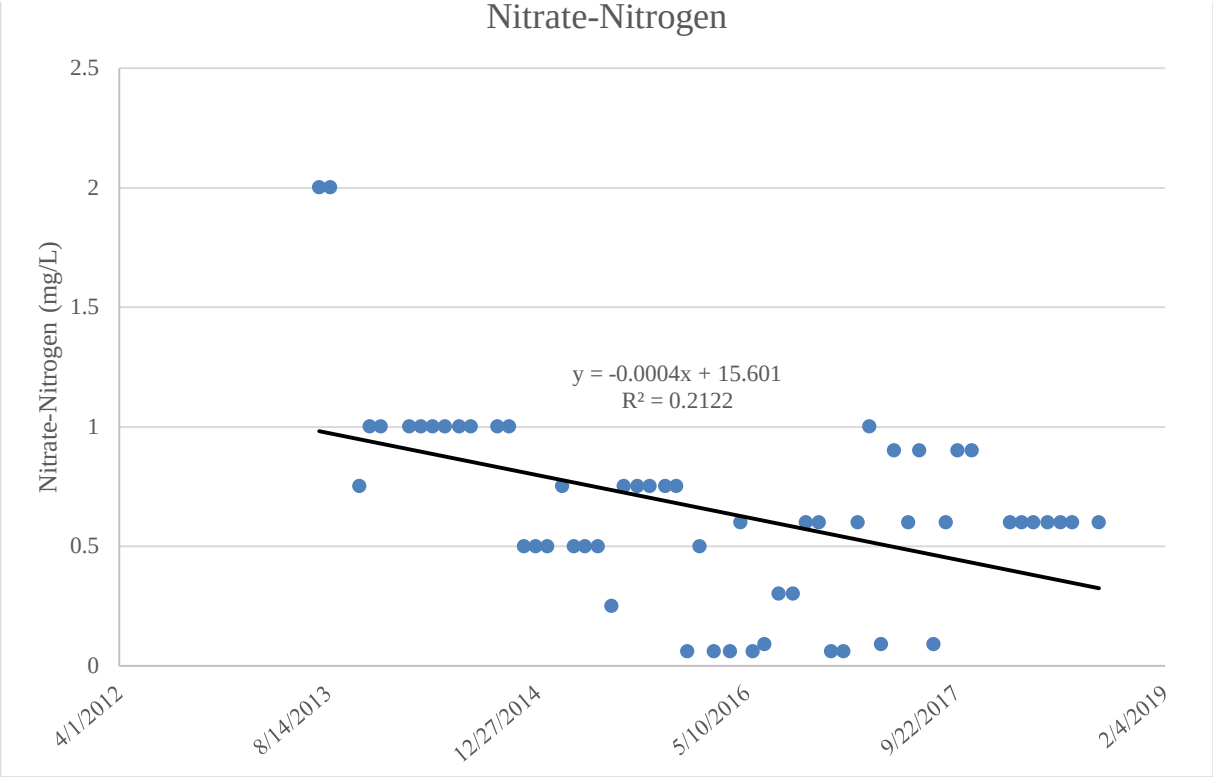


Figure 111: Nitrate-Nitrogen at Site 81494

Site 81495 – Baker Spring

Site Description

This site is located at the headwaters of a small tributary of Cypress Creek which flows into Lake Travis. The site is located near the Travis Audubon Society's Baker Sanctuary on Lime Creek Road.

Sampling Information

This site was monitored 39 times between 4/7/2014 and 3/30/2018. Sampling times typically occur between 8:00 and 13:00.

Table 24: Descriptive parameters for Site 81495

Parameter	Number of Samples	Mean ± Standard Deviation	Min	Max
Total Dissolved Solids (mg/L)	39	416 ± 22	306	442
Water Temperature (°C)	39	17.6 ± 3.7	5.5	24.5
Dissolved Oxygen (mg/L)	39	5.7 ± 1.1	3.0	8.6
pH (su)	38	7.0 ± 0.2	7.0	7.9
Nitrate-Nitrogen (mg/L)	39	0.5 ± 0.24	0.25	1.0

Site 81495 was sampled 39 times between 4/7/2014 and 3/30/2018.

Air and Water Temperature

Air and water temperatures were taken 39 times between 4/7/2014 and 3/30/2018. The mean water temperature was 17.6°C. Water temperature varied from a low of 5.5°C taken in January of 2018, to a high of 24.5°C in July of 2017. The air temperature varied from a low of 1.5°C in January of 2018, to a high of 27.5°C in August of 2015.

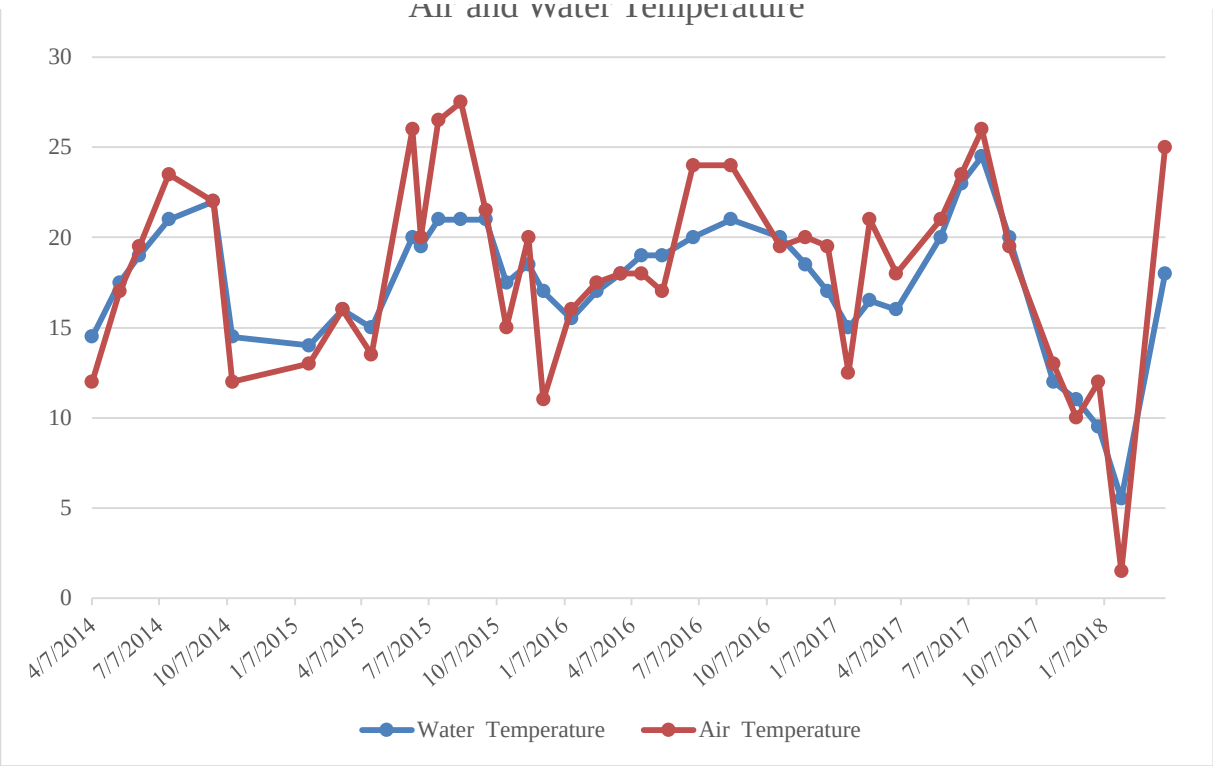


Figure 112: Air and water temperature at Site 81495

Total Dissolved Solids

Citizen scientists took a total of 39 TDS samples at this site between 4/7/2014 and 3/30/2018. The mean TDS concentration was 416 mg/L. The concentration of TDS varied from a low of 306 mg/L in April of 2016 to a high of 442 mg/L in April of 2014 and January of 2017. The R_2 value of 0.0198 indicates that this relationship explains about 1.98 percent of the variability in the data.

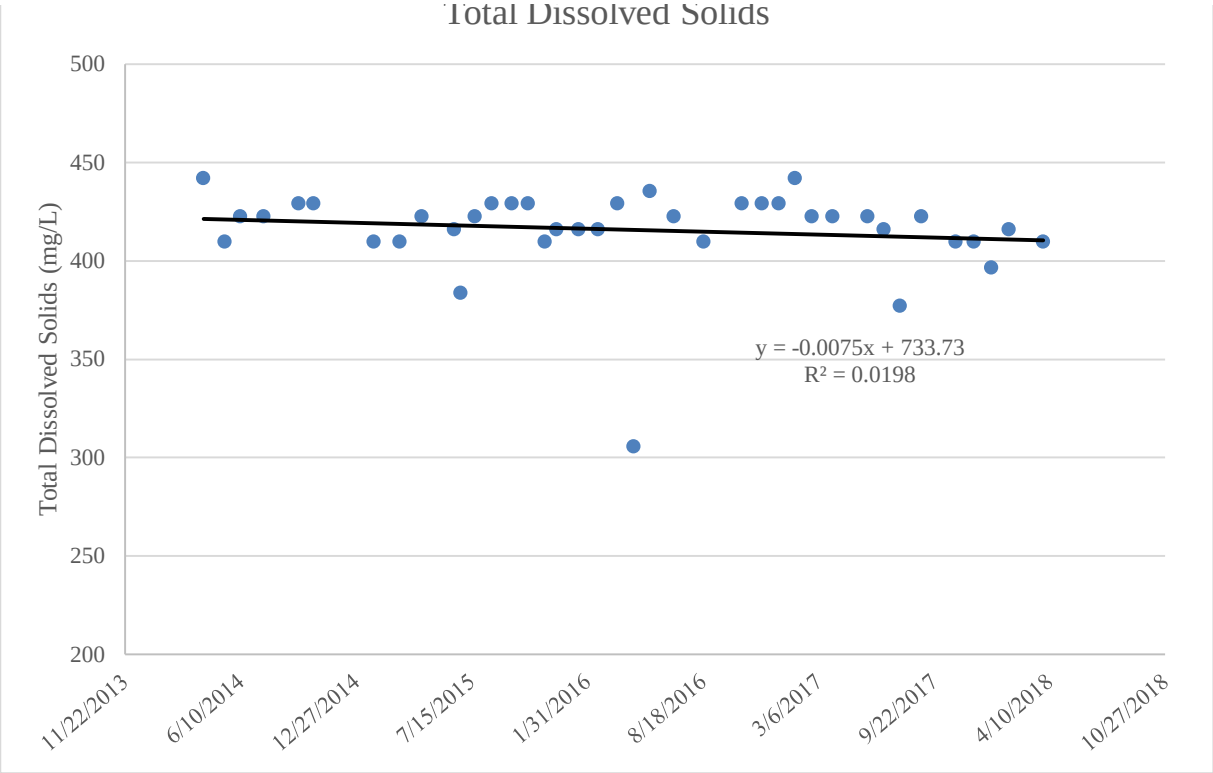


Figure 113: Total dissolved solids at Site 81495

Dissolved Oxygen

Citizen scientists took 39 DO samples at this site between 4/7/2014 and 3/30/2018. The mean DO concentration was 5.7 mg/L. The minimum DO concentration was 3.0 mg/L and was taken in July of 2017. The maximum DO concentration was 8.6 mg/L and was taken in March of 2015. The R_2 value of 0.1989 indicates that this relationship explains about 19.89 percent of the variability in the data.

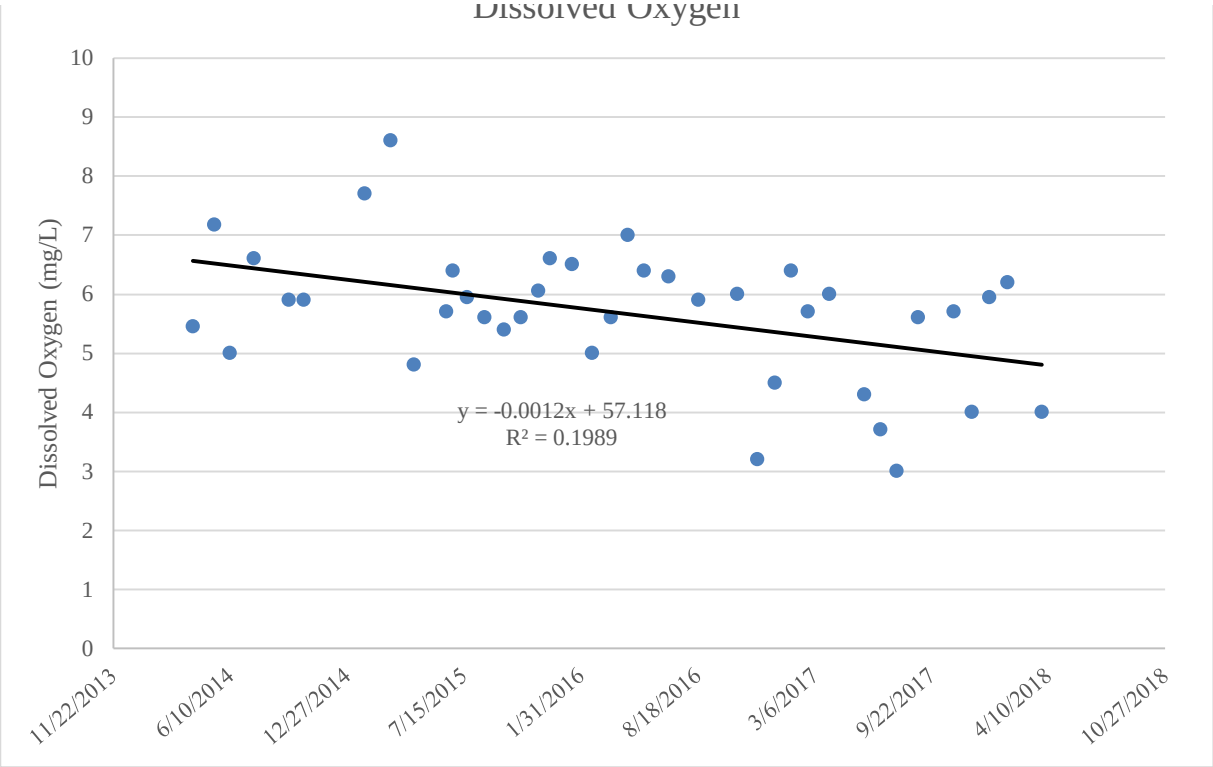


Figure 114: Dissolved oxygen at Site 81495

pH

Citizen scientists took 38 pH measurements at this site between 4/7/2014 and 3/30/2018. The mean pH was 7.0. The pH ranged from a low of 7.0 taken on multiple instances to a high of 7.9 taken in February of 2017. The R_2 value of 0.0011 indicating that this relationship explained 0.11 percent of the variation in the data.

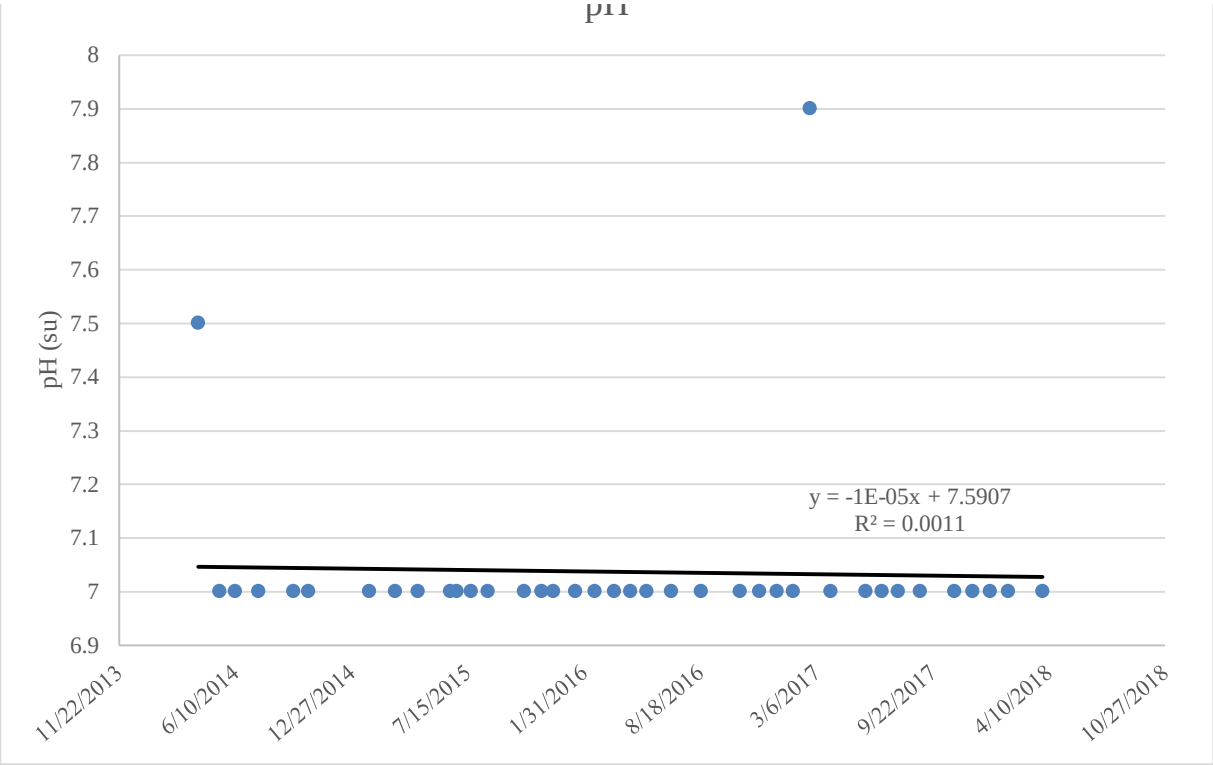


Figure 115: pH at Site 81495

Nitrate-Nitrogen

Citizen scientists collected 39 nitrate-nitrogen samples at this site between 4/7/2014 and 3/30/2018. The mean nitrate-nitrogen concentration was 0.50 mg/L. Nitrate-nitrogen ranged in concentration from a low of 0.25 mg/L taken on multiple instances, to a high of 1.0 mg/L taken on multiple instances. The R_2 value of 0.159 indicating that this relationship explained 15.9 percent of the variation in the data.

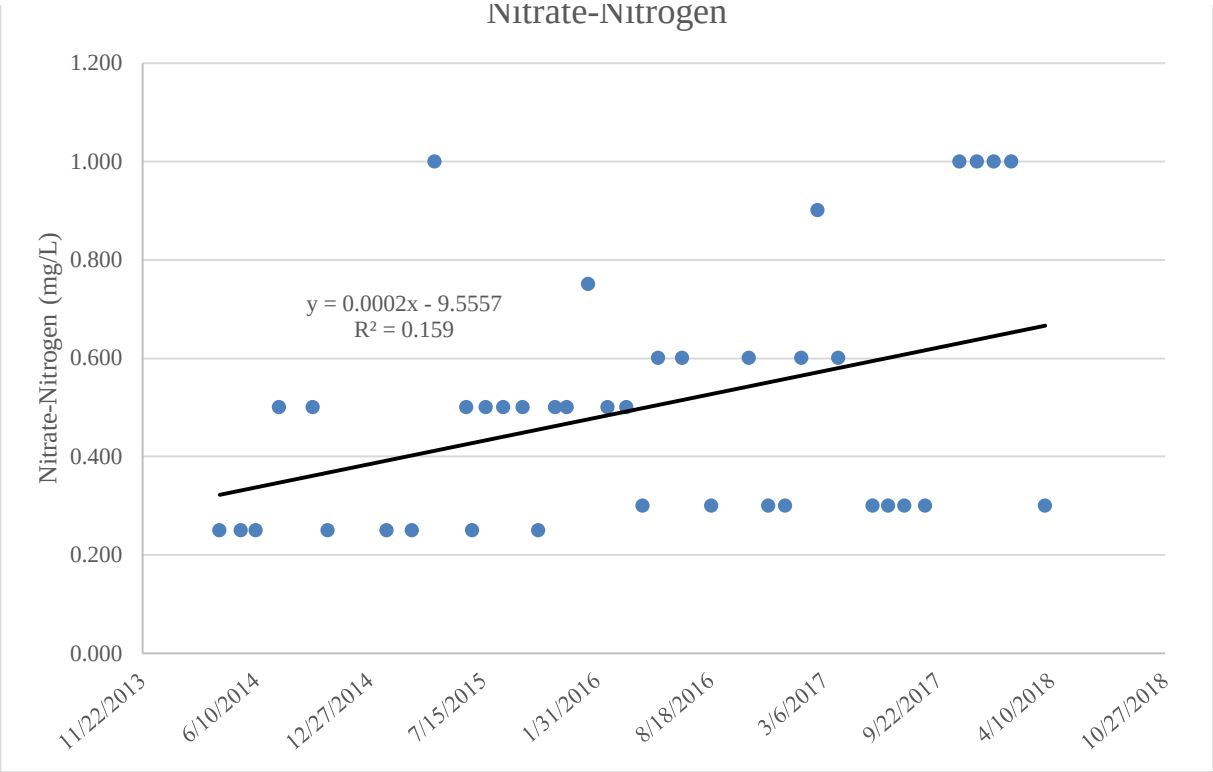


Figure 116: Nitrate-Nitrogen at Site 81495

LAKE TRAVIS WATERSHED SUMMARY

TST citizen scientists monitored several water quality parameters from eighteen different sites in the Lake Travis Watershed from 1996 to 2018, including TDS, DO, pH levels, orthophosphate, nitrate-nitrogen and *E. coli*. Data from the eighteen different monitoring sites was analyzed to find trends over the monitoring periods. There were several sampling events at Sites 12369, 17335, 80310, 80314, 80934, 80935, 80936, and 81476 with elevated *E. coli* levels reported above the standard for a single sample of 394 CFU/100 mL. The geometric mean at Site 80314 was 391 ± 1027,above the 126CFU/100mL standard. Several sites experienced low DO concentrations which are a concern in the watershed especially during droughts and low flow. The LCRA CRWN citizen scientist monitoring group will continue to monitor the water quality of the Lake Travis Watershed. Future work will consist of Riparian Bull's-Eye Evaluations and Rapid Benthic Macroinvertebrate Bioassessments at sites where there are concerns. LCRA will continue to support existing TST citizen scientists with core supplies for local citizen scientists to collect and test samples for water quality. Additionally, the LCRA CRWN will continue to create new TST monitoring sites and activate existing sites.

GET INVOLVED WITH TEXAS STREAM TEAM!

Once trained, citizen scientists can directly participate in monitoring by communicating their data to various stakeholders. Some options include: participating in the Clean Rivers Program (CRP) Steering Committee Process, providing information during "public comment" periods, attending city council and advisory panel meetings, developing relations with local TCEQ and river authority water specialists, and, if necessary, filing complaints with environmental agencies, contacting elected representatives and media, or starting organized local efforts to address areas of concern.

The Texas Clean Rivers Act established a way for the citizens of Texas to participate in building the foundation for effective statewide watershed planning activities. Each CRP partner agency has established a steering committee to set priorities within its basin. These committees bring together the diverse stakeholder interests in each basin and watershed. Steering committee participants include representatives from the public, government, industry, business, agriculture, and environmental groups. The steering committee is designed to allow local concerns to be addressed and regional solutions to be formulated. For more information about participating in these steering committee meetings, please contact the appropriate CRP partner agency for your river basin at: http://www.tceq.state.tx.us/compliance/monitoring/crp/partners.html. Currently, TST is working with various public and private organizations to facilitate data and information sharing. One component of this process includes interacting with watershed stakeholders at CRP steering committee meetings. A major function of these meetings is to discuss water quality issues and to obtain input from the general public. While participation in this process may not bring about instantaneous results, it is a great place to begin making institutional connections and to learn how to become involved in the assessment and protection system that Texas agencies use to keep water resources healthy and sustainable.

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City of Lago Vista

Effluent Ponds Project

Wastewater Treatment Facility Expansion Rule

The Texas Commission on Environmental Quality (TCEQ) has established design rules for constructing or altering domestic wastewater collection systems, collection system units, wastewater treatment facilities, and treatment units. A wastewater system design must protect the public health and meet water quality standards established by the TCEQ 1. The design criteria for systems and processes are established in Title 30, Texas Administrative Code, Chapter 217 1. The chapter includes design criteria for constructing or altering domestic wastewater collection systems, collection system units, wastewater treatment facilities, and treatment units. The design criteria are divided into several subchapters, including administrative requirements, wastewater treatment facility design requirements, conventional collection systems, alternative collection systems, preliminary treatment units, activated sludge systems, fixed film and filtration units, natural treatment units, sludge processing, chemical disinfection, ultraviolet light disinfection, and safety 1.

In addition, whenever a domestic wastewater treatment plant reaches 75 percent of the permitted daily average flow for three consecutive months, the permittee is required to initiate engineering and financial planning for expansion and/or upgrading of the treatment plant and/or collection facilities 2project

POTWRegionalProjects N/A

Additional Rating Criteria

A. Will a majority of the funds being requested from the SRF for the project be used to implement innovative approaches to manage, reduce, treat, or recapture stormwater or subsurface drainage water? N

B. Will a majority of the funds being requested from the SRF for the project be used to implement reuse or recycling wastewater, stormwater, or subsurface drainage water? Y
If yes, please explain. This project will facilitate the use of reclaimed water.

Rating Criteria for All Projects - Effective Management

A. Asset Management

1 a. In the past 5 years, has an asset management plan been adopted by the entity's governing body that incorporates an inventory of all assets, an assessment of the criticality and condition of the assets, a prioritization of capital projects needed, and a budget? Note: A Capital Improvement Plan (CIP) alone does not constitute an asset management plan. N

b. If "No," is the entity planning to prepare an asset management plan as part of the proposed project? If so, include language in the Project Description that states this. Y

2. Has asset management training been administered to the entity's governing body and employees? N

B. Water Conservation

Does the proposed project address specific targets, goals, or measures in a water conservation or drought contingency plan that has been adopted by the entity's governing body within the past five years? Y
If "Yes," 1) list the targets, goals, or measures to be supported; 2) describe how they will be addressed by the proposed project; 3) enter the estimated cost of the water conservation measures of the proposed project; City of Lago Vista Drought Contingency Plan and Emergency Water Restriction Plan. This project will curtail the use of potable water which is consistent with this plan.

C. Energy Efficiency

Does the proposed project address specific goals in a system-wide or plant-wide energy assessment, audit, or optimization study that has been conducted within the past three years? N

D. Implementation of Water Plans

Does the proposed project implement elements contained in a state or regional water plan, integrated water resource management plan, regional facility plan, regionalization or consolidation plan, finalized Economically Distressed Areas Program (EDAP) facility plan, or a total maximum daily loads (TMDL) implementation plan? Y
If “Yes,” 1) list the plan name and sponsor; 2) list the elements of the plan to be implemented; AND 3) attach the cover page, table of contents, and highlighted pages featuring the relevant information from the plan that clearly identify the element(s) to be implemented. This project is consistent with the water conservation elements of the Region K Plan. This Project is identified in Region K State Water Plan as an element in Water Conservation given the development of reclaimed water replacing potable water.

E. Cybersecurity Awareness

In the past five years, has a Cybersecurity Awareness Plan been adopted by the entity’s governing body? Y
If 'Yes', attach the cover page, table of contents, and highlighted pages of the entity’s adopted Cybersecurity Awareness Plan.

ORDINANCE NO. 23-11-16-02

AN ORDINANCE OF THE CITY OF LAGO VISTA, TEXAS, AMENDING ORDINANCE NO. 18-06-21-06, CHAPTER 13, "UTILITIES," AND ARTICLE 13.1100 "DOMESTIC WATER DROUGHT CONTINGENCY PLAN," PROVIDING AN EFFECTIVE DATE, REPEALER, SEVERABILITY, PROPER NOTICE AND OPEN MEETINGS CLAUSE.

WHEREAS, The City of Lago Vista, Texas is a Home Rule City; and

WHEREAS, State law requires all levels - state, regional and local - to undertake plans to address droughts and water conservation; and

WHEREAS, to support such regulatory requirement, municipalities are required to adopt drought contingency plans for municipal water customers; and

WHEREAS, The City Council of the City of Lago Vista wishes to implement this ordinance into the City's code of ordinances; and

WHEREAS, desires to promote the conservation of the natural resource of water at all times but especially during times of drought and emergency conditions and believes in planning for such events; and

WHEREAS, LCRA requested minor changes to the City's Drought Contingency Plans.

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

SECTION 1. FINDINGS. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. MODIFICATION. The City Council of the City of Lago Vista, Texas, does hereby amend Chapter 13, Article 13.1100, Code of Ordinances by deleting such article in its entirety and adopting in its place, the draft as shown in the attached Exhibit "A". The City Secretary is authorized to modify the formatting and numbering of the Exhibit for purposes of publication.

SECTION 3. SEVERABILITY. If any provision, section, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this Ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Lago Vista in adopting, and of the Mayor in approving this Ordinance, that no

portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

SECTION 4. CONFLICTING ORDINANCES. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the city, the terms and provisions of this ordinance shall govern.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be and become effective immediately upon and after its passage as may be required by governing law.

SECTION 6. OPEN MEETING. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, *Chapter 551, Tex. Gov't Code.*

AND, IT IS SO ORDERED.
ADOPTED AND APPROVED on this 16th day of November, 2023 by a vote of the City Council of the City of Lago Vista, Texas.

Kevin Sullivan, Mayor

CITY OF LAGO VISTA • TEXAS

ATTEST:

Lucy Aldrich, City Secretary

On a motion by Councilor Prince, seconded by Councilor Roberts, the above and foregoing ordinance was passed and approved.

Exhibit “A”

Drought Contingency Plan

For

CITY OF
LAGO VISTA
TEXAS

The City of Lago Vista

Municipal Purchased Water Customers

Prepared by

Taylor M. Whichard
Director of Public Works

October 3, 2023

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City of Lago Vista

DROUGHT CONTINGENCY PLAN

Definitions:

AF: an **A**cre-**F**oot is a unit of volume equal to the volume of a sheet of water one acre (0.405 hectare) in area and one foot (30.48 cm) in depth; 43,560 cubic feet (1233.5 cu m).

Aesthetic Purchased Water Use: purchased water used for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Alternate Water Supply: water not distributed by the CoLV, including rain water, reuse water, and gray water.

Automatic Irrigation: the operation of an irrigation system with no or minimal manual intervention besides surveillance. This includes drip, sprinkler, and surface irrigation systems that utilize timers, sensors, computers, or mechanical devices.

CoLV: the **C**ity **o**f **L**ago **V**ista is a city located in Northwest Travis County, Texas, United States.

Commercial and Institutional Purchased Water Use: purchased water use which is integral to the operations of commercial and non-profit establishments and government entities such as retail establishments, hotels, motels, restaurants and office buildings. This does not include purchased water used strictly for aesthetic purposes.

Conservation: those practices, techniques, and technologies that reduce the consumption of purchased water, reduce the loss of purchased water, improve the efficiency in the use of purchased water, or increase the recycling and reuse of purchased water so that the water supply is conserved and made available for future or alternative uses.

Customer: any CoLV resident, person, company, or organization using purchased water supplied by the CoLV.

DCP: a **D**rought **C**ontingency **P**lan is a strategy or combination of strategies for monitoring the progression of a drought and preparing a response to potential water supply shortages resulting from severe droughts or other water supply emergencies.

Domestic Water Use: purchased water used for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence.

Drip Irrigation: is a form of irrigation that saves water and fertilizer by allowing water to drip slowly to the roots of many different plants onto the soil surface thru a network of valves, tubes, pipes, and emitters.

Driving Range: an area where golfers can practice their golf swings.

Drought Fee: a temporary purchased water utility rate surcharge for meeting the CoLV's short term financial requirements caused by a loss of revenues due to extended purchased water restrictions.

DWDOR: the **D**rought **W**orse than **D**rought **O**f **R**ecord is any time period drier than the 1947-57 drought previously considered the worst on record. The Highland Lakes include Lakes Travis, Buchanan, Inks, LBJ and Austin. Lakes Travis and Buchanan are surge lakes and serve as the primary water supply for the CoLV and several other Central Texas cities.

Fairways: The area of a golf course between the teeing area and the greens.

Greens: an area of closely trimmed grass surrounding the hole.

Hand-watering: hand-watering refers to the application of purchased water for irrigation purposes through a hand-held hose or watering container. A person must be physically holding the hose or container. Watering by hand cannot occur unattended.

Hose-end Sprinkler: irrigation of a landscaped area utilizing an above ground hose and a hose-end sprinkler.

Industrial Water Use: the use of purchased water in processes designed to convert materials of lower value into forms having greater usability and value.

In-ground Irrigation System: a system of underground pipes attached to sprinkler heads used to irrigate landscaped areas.

Landscape Irrigation Use: purchased water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, recreation areas, and rights-of-way and medians.

LCRA: the **L**ower **C**olorado **R**iver **A**uthority is a nonprofit public utility created in November 1934 by the Texas Legislature. LCRA's mission is to enhance the lives of the Texans it serves through water stewardship, energy and community service.

Non-essential Water Use: purchased water uses that are not essential or required for the protection of public health, safety, and welfare including:

- irrigation of landscape areas, including parks, athletic fields, recreation areas, and golf courses, except otherwise provided under this Plan.

- use of purchased water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle.
- use of purchased water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas.
- use of purchased water to wash down buildings or structures for purposes other than immediate fire protection.
- flushing gutters or permitting purchased water to run or accumulate in any gutter or street;
- use of purchased water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, and Jacuzzi-type pools.
- use of purchased water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life.
- failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).
- use of purchased water from hydrants for construction purposes or any other purposes other than firefighting.

Purchased Water: raw water or potable water purchased from the CoLV.

Putting Green: an area of closely trimmed grass surrounding practice holes.

Reuse Water: reclaimed water such as graywater, effluent from a wastewater treatment plant, or flushing water from a water distribution system.

Roughs: An out of bound area adjacent to the fairways.

TCEQ: the **T**exas **C**ommission for **E**nvironmental **Q**uality is the environmental agency for the state of Texas and the fourth largest environmental agency in the United States. TCEQ strives to protect Texas' public health and natural resources consistent with sustainable economic development.

Teeing area: is an area where a player starts the hole by striking the ball.

Water Curtailment Plan: a plan to reduce the supply of water being provided by LCRA through a diversion contract by reducing the amount of water served under the contract for a specific period of time. Curtailment may occur during drought or other emergency conditions.

Wholesale Purchased Water Customer: an entity that purchases bulk water for construction purposes or resale to agricultural, residential, commercial, industrial, or governmental end users.

Section 1: Declaration of Policy, Purpose, and Intent

LCRA provides contracts to customers for water supply. In cases of extreme drought, periods of abnormally high usage, system contamination, or extended reduction in ability to supply water due to equipment failure, LCRA may require water customers to institute temporary restrictions to limit non-essential purchased water usage. The purpose of the Municipal Customers DCP is to encourage a reduction of purchased water use by the municipal customers in order to maintain supply, storage, pressure or to comply with the requirements of a court, government agency or other authority.

All LCRA firm water users are required to develop and formally adopt drought contingency plans for their own systems in accordance with Title 30 Texas Administrative Code Sections 288.20 and 288.22. The water supply triggers and target reduction goals for the municipal customers must be consistent with the LCRA DCP. The CoLV must develop and formally adopt a revised Municipal Customers DCP every 5 years consistent with the LCRA DCP.

Section 2: Public Education

The CoLV will periodically provide its employees, members, and the general public with information about this DCP, including the importance of the plan, information about the conditions under which each stage of the plan is to be initiated, processes to reduce purchased water usage, and impending or current drought conditions.

Drought plan information will be provided by means of: meetings with staff, newsletter articles, brochures at City Hall, bill stuffers, social media, and the CoLV web site.

Section 3: Permanent Purchased Water Use Restrictions

The following restrictions apply to all CoLV purchased water customers on a year-round basis, regardless of water supply or water treatment plant production conditions. According to the restrictions, a purchased water user shall not:

A. Fail to repair a controllable leak including:
- a broken sprinkler head.
- a leaking valve.
- leaking or broken pipes.
- a leaking faucet.

B. Operate an irrigation system with:
- a broken sprinkler head.
- a sprinkler head that is out of adjustment and the arc of the spray head is over a street, parking area, or any other impervious surface.
- a sprinkler head that is fogging or misting because of excessive water pressure.

C. During irrigation, allow purchased water to:
- run off a property and form a stream of purchased water in any street, driveway, or parking area.
- pool on any impervious surface such as a street, driveway, or parking area.

Section 4: Initiation, Restrictions, & Termination of Drought Response Stages

- Monitoring. The City Manager shall monitor water supply and demand conditions on a regular basis and shall determine when conditions warrant initiation and termination of each stage of water conservation measures in accordance with this DCP and advise the City Council of same. Water supply conditions will be determined by the source of supply, system capacity, and weather conditions. Water demand will be measured by the peak daily demands on the system.

    - The City Council shall be responsible for the initiation and termination of the four Supply Triggers drought stages based on the criteria as outlined in Section 13.1112 and Section 13.1113, and in accordance with LCRA's DCP.

    - The City Manager shall be responsible for the initiation and termination of any Demand Triggers or Emergency Trigger responses based on the criteria as outlined in Section 13.1112 and Section 13.1113, and in accordance with LCRA's DCP.

- Notification. CoLV public notification of the initiation or termination of drought response stages shall be by a variety of ways, examples include: brochures at City Hall, bill stuffers, e-mail and automated telephone calls, CoLV web site, social media, signs posted at entry points to the service area or a combination of these methods.

- Triggering Criteria for Initiation and Termination of the Municipal Customers Drought Response Stages: The following triggering criteria for initiation and termination of water conservation measures and restrictions shall apply to the CoLV water utility system, its customers, and its customer service area including Golf Course(s), beautification areas, and medians maintained by either CoLV or an HOA/POA.

(1) Normal Water Storage Conditions

A. **Requirements for Initiation:** Normal Water Storage Conditions exist when the combined storage of Lakes Travis and Buchanan exceeds 1,400,000 AF.

B. **Requirements for Termination:** The City Council shall implement Stage 1 when the combined storage of Lakes Travis and Buchanan equals or falls below 1,400,000 AF.

C. **Irrigation Restrictions:** **TWICE per week** as outlined in Section 13.1112 and summarized in Section 13.1113. Hand-watering allowed daily between midnight and 10:00 AM or between 7:00 PM and midnight.

D. **Target Purchased Water Use Reduction:** None.

E. **Purchased Water Use Response Measures:** Limit irrigation with purchased water of landscaped turf grass and planting beds around buildings to no more than **TWICE per week** on authorized irrigation days.

F. **Drought Fee ($/LUE per month):** None.

(2) STAGE 1 Moderate Water Shortage Conditions (Mandatory Measures)

A. **Requirements for Initiation:** The City Council shall implement Stage 1 Moderate Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan equals or falls below 1,400,000 AF or as required by LCRA.

B. **Requirements for termination:** The City Council shall implement Normal Water Storage Conditions when the combined storage of Lakes Travis and Buchanan exceeds 1,400,000 AF or as required by LCRA.

C. **Irrigation Restrictions:** **TWICE per week** as outlined in Section 13.1112 and summarized in Section 13.1113. Hand-watering allowed daily between midnight and 10:00 AM or between 7:00 PM and midnight.

D. **Target Purchased Water Use Reduction:** Achieve a 10% reduction in total purchased water use.

E. **Purchased Water Use Reduction Response Measures:** Select as many response measures as appropriate to all residential, commercial, industrial, and wholesale Municipal Customers, which will achieve the target reduction indicated.

- Limit irrigation with purchased water of landscaped turf grass and planting beds to no more than the CoLV's mandatory outdoor watering schedule.

- Monitor and enforce these watering restrictions utilizing CoLV's Automated Metering Infrastructure.

F. **Drought Fee ($/LUE per month):** None.

(3) STAGE 2 Moderate Water Shortage Conditions (Mandatory Measures)

A. **Requirements for Initiation:** The City Council shall implement Stage 2 Moderate

Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan equals or falls below 900,000 AF, or as required by LCRA.

B. **Requirements for termination:** The City Council shall implement Stage 1 Moderate Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan exceeds 900,000 AF or as required by LCRA.

C. **Irrigation Restrictions:** **ONCE per week** as outlined in Section 13.1112 and summarized in Section 13.1113. Hand-watering allowed daily between midnight and 10:00 AM or between 7:00 PM and midnight.

D. **Target Purchased Water Use Reduction:** Achieve a 10% - 20% reduction in total purchased water use.

E. **Purchased Water Use Reduction Response Measures:** Select as many response measures as appropriate to all residential, commercial, industrial, and wholesale Municipal Customers, which will achieve the target reduction indicated.

- Watering of landscaped turf grass and planting beds with purchased water restricted to one day per week, except by use of hand-held hose, hand-held bucket, or drip irrigation. Customers wishing to install new landscaping or revegetating an established area may apply for a variance as outlined in Section 13.1108.

- Vehicle and Boat Washing: Use of purchased water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on the designated irrigation day during normal irrigation hours. Such activity shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. A vehicle may be washed any time at a commercial car wash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

- Pools: The City Council may limit the filling of all new and existing swimming pools, hot tubs, wading pools. Replenishing to maintenance level is permitted. Draining may be permitted only onto pervious surfaces or onto a surface where water will be transmitted directly to a pervious surface, and only if:

    1. Draining excess water from pool due to rain in order to lower water to maintenance level.

    2. Repairing, maintaining, or replacing pool components that have become hazardous.

    3. Repair of a pool leak.

4. Refilling of public/community swimming pools is permitted only if the pool has been drained for repairs, maintenance, or replacement as outlined in above.

- Outside Water Features: The City Council may limit the operation of outside purchased water features, such as, but not limited to, fountains, splash pad type fountains or outdoor misting systems, except where such features are used to sustain aquatic life or maintain water quality. This provision includes fountains associated with aesthetic ponds and swimming pools.

- Ponds: Ponds used for aesthetic, amenity, and/or storm water purposes may maintain water levels only necessary to preserve the integrity of the liner and operating system. The City Manager or their designee may request specific design documentation regarding a pond and the intended purpose.

- Events: Events involving the use of purchased water such as: car washes, festivals, parties, water slides, and other activities involving the use of purchased water are permitted, if the purchased water being used drains to a recirculating device, or onto a pervious surface to prevent water waste.

- Restaurants: All restaurants are encouraged to serve purchased water to their patrons only upon request.

- Fire Hydrants: Use of purchased water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare. Use of purchased water from designated fire hydrants for construction purposes may be allowed under special conditions and requires a meter; a variance application must be submitted with an explanation of the special conditions.

- Recreational areas (includes parks and athletic fields): The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering must follow a no more than once per week schedule. A variance can be obtained if watering cannot be completed on the designated two day schedule.

- Purchased Water Waste: The City Council may restrict the following non-essential uses of purchased water at all times during periods in which restrictions have gone into effect:

    1. Washing sidewalks, walkways, driveways, parking lots, street, tennis courts, and other impervious surfaces may be prohibited except for immediate health and safety.

    2. Washing buildings, houses or structures with a pressure washer or

garden hose may be prohibited for aesthetic purposes but allowable for surface preparation of maintenance work to be performed.

3. Flushing gutters or flooding gutters may be prohibited except for immediate health and safety.

4. Controlling dust may be prohibited, unless there is a demonstrated need to do so for reasons of public health and safety, or as part of an approved construction plan.

- The CoLV shall discontinue water line flushing unless necessary for public health reasons.

- The CoLV shall keep customers informed about issues regarding current and projected purchased water supply and demand conditions.

- Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts is prohibited.

- Aesthetic purchased water use is prohibited.

F. **Drought Fee ($/LUE per month):** Fifteen dollars ($15).

(4) STAGE 3 Severe Water Shortage Conditions (Mandatory Measures)

A. **Requirements for Initiation:** The City Council shall implement Stage 3 Severe Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan equals or falls below 750,000 AF, or as required by LCRA.

B. **Requirements for Termination:** The City Council shall implement Stage 2 Moderate Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan exceeds 750,000 AF, or as required by LCRA.

C. **Irrigation Restrictions:** Automatic or hose-end irrigation with purchased water is restricted to 6 hours once per week. All other non-essential outdoor water use is prohibited unless water source is from an alternate supply, such as reuse water, rainwater, or graywater. Hand-watering allowed for 6 hours daily between 7:00 A.M. and 10:00 AM or between 7:00 PM and 10:00 P.M.

D. **Target Purchased Water Use Reduction:** Achieve a 20% - 30% reduction in total purchased water use or in accordance with LCRA DCP.

E. **<u>Purchased Water Use Reduction Response Measures:</u>**

- Irrigation of Landscaped Areas:

1. Automatic or hose-end irrigation is restricted to once per week for 6 hours between midnight and 6:00 A.M.

2. Hand-watering is allowed for 6 hours daily between 7:00 A.M. and 10:00 A.M. or between 7:00 PM and 10:00 P.M.

3. New landscape installation is discouraged during this time, but is allowed with an approved variance.

- **Vehicle and Boat Washing**: Use of purchased water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on the designated irrigation day during normal irrigation hours. Such activity shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. A vehicle may be washed any time at a commercial car wash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

- **Pools**: The installation of new swimming pools may be prohibited unless the pool is built with a pool cover. Filling or replenishing of swimming pools with purchased water is prohibited unless the swimming pool is covered with a pool cover when not in use. The filling or replenishing of hot tubs, wading pools, and other types of pools with purchased water is prohibited. Public/community swimming pools may be exempt from this prohibition to maintain safe levels of water quality for human contact.

- **Events**: Events involving the use of purchased water such as car washes, festivals, parties, water slides, and other activities involving the use of purchased water may be prohibited.

- **Recreational areas (includes parks and athletic fields):** The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Automatic or hose-end irrigation is restricted to 6-hours once per week between midnight and 6:00 A.M. Hand watering is allowed for 6 hours daily between 7:00 A.M. and 10:00 A.M. or between 7:00 PM and 10:00 P.M.

- All purchased water customers are required to further reduce non-essential purchased water uses.

- Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts are restricted to the designated irrigation day.

- Aesthetic purchased water use prohibited.

F. **Drought Fee ($/LUE per month):** Thirty dollars ($30).

(5) STAGE 4 Severe Water Shortage Conditions (Mandatory Measures)

A. **Requirements for Initiation:** The City Council shall implement Stage 4 Severe Water Shortage Conditions when one or a combination of such triggering criteria occurs:

- The LCRA Board declares a Drought Worse than the Drought of Record (DWDOR) or other water supply emergency and orders the mandatory curtailment of firm water supplies.

- Upon notification from LCRA that it is declaring a DWDOR.

B. **Requirements for Termination**: The City Council shall implement Stage 3 Severe Water Shortage Conditions when the LCRA announces that the DWDOR mandatory water restrictions for firm water customers are no longer required.

C. **Irrigation Restrictions:** All irrigation with purchased water prohibited. All other non-essential outdoor water use is prohibited unless water source is from an alternate supply, such as reuse water, rainwater, or graywater. No hand-watering allowed.

D. **Target Purchased Water Use Reduction:** Reduce purchased water use in accordance with LCRA DCP.

E. **Purchased Water Use Reduction Response Measures:**

- Irrigation of landscaped areas is prohibited.

- Vehicle and boat washing is prohibited.

- **Pools**: The installation of new swimming pools is prohibited. The filling or replenishing of existing swimming pools, hot tubs, wading pools, and other types of pools with purchased water is prohibited. Public/community swimming pools may be exempt from this prohibition to maintain safe levels of water quality for human contact.

- **Events:** Events involving the use of purchased water such as car washes, festivals, parties, water slides, and other activities involving the use of purchased water is prohibited.

- **Recreational areas (includes parks and athletic fields)**: Watering with purchased water is prohibited.

- All purchased water customers are required to further reduce non-essential purchased water uses.

- Use of purchased water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.

- Irrigation with purchased water of landscaped turf grass and planting beds prohibited.

- Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts is prohibited.

- Aesthetic purchased water use prohibited.

F. Drought Fee ($/LUE per month): Thirty-Five dollars ($35).

(6) STAGE 5 Emergency Water Conservation Conditions

A. **Requirements for Initiation:** The City Manager shall implement Stage 5 Emergency Water Conservation Conditions when one or a combination of such triggering criteria occurs:

- LCRA declares a natural or man-made contamination of the water supply source.

- Any other emergency water supply or demand conditions that either the LCRA General Manager or the LCRA Board determines that constitutes a water supply emergency.

- The CoLV declares a water demand emergency.

- The CoLV declares a Water Plant emergency.

- The CoLV declares a water distribution system outage.

B. **Requirements for Termination:** When the LCRA and/or City Manager announce that Stage 5 Emergency Water Conservation Conditions water restrictions are no longer required.

C. **Irrigation Restrictions:** All irrigation with purchased water is prohibited. All other non-essential outdoor water use is prohibited unless water source is from an alternate supply, such as reuse water, rainwater, or graywater. No hand-watering allowed.

D. **Target Purchased Water Use Reduction:** Reduce purchased water use for affected area to minimum possible purchased water use.

E. **Purchased Water Use Reduction Response Measures:**

- Irrigation of landscaped areas is prohibited.
- Use of purchased water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.
- Irrigation with with purchased water of landscaped turf grass and planting beds prohibited.
- Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts prohibited.
- Aesthetic purchased water use prohibited.

F. **Drought Fee ($/LUE per month):** Forty-five dollars ($45)

Section 5: Wholesale Purchased Water Customers

All CoLV wholesale purchased water customers are required to develop and formally adopt DCPs plans for their own systems in accordance with Title 30 Texas Administrative Code Sections 288.20 and 288.22. The water supply triggers and target reduction goals must be consistent with both the CoLV and LCRA DCPs. In addition, the measures of this plan must be at least as stringent as the drought response measures required by this Article for its retail customers. Wholesale purchased water customers must include in their wholesale water supply contracts the requirement that each successive wholesale customer develop and formally adopt a revised DCP every 5 years, subject to CoLV approval, consistent with the LCRA DCP.

(1) Normal Water Storage Conditions

The CoLV will contact wholesale purchased water customers as needed to discuss supply and demand conditions. The CoLV will provide a limited supply of consumer information and materials on water conservation measures and practices to wholesale purchased water customers.

(2) STAGE 1 Moderate Water Shortage Conditions (Mandatory Measures)

The CoLV will keep wholesale purchased water customers informed about ongoing demand, as well as current and projected water supply conditions. The CoLV will initiate discussions with wholesale purchased water customers about potential curtailment and the implementation of mandatory measures to reduce all non-essential purchased water uses.

(3) STAGE 2 Moderate Water Shortage Conditions (Mandatory Measures)

The CoLV will contact its wholesale purchased water customers to initiate mandatory measures to control purchased water demand to ensure adequate water supply for emergency response

requirements. Mandatory measures shall include the curtailment of nonessential purchased water uses in accordance with the wholesale purchased water customer's own DCP.

(4) STAGE 3 Severe Water Storage Conditions

The CoLV will contact its wholesale purchased water customers to initiate mandatory measures to control purchased water demand to ensure adequate water supply for emergency response requirements. Mandatory measures shall include the curtailment of automatic or hose-end irrigation in accordance with the wholesale purchased water customer's own DCP.

(5) STAGE 4 Emergency Water Conditions

The CoLV will contact its wholesale purchased water customers to initiate mandatory measures to control purchased water demand to ensure adequate water supply for emergency response requirements. Mandatory measures shall include the curtailment of all irrigation in accordance with the wholesale purchased water customer's own DCP.

(6) STAGE 5 Emergency Water Conditions

The CoLV will contact its wholesale purchased water customers to initiate mandatory measures to control purchased water demand to ensure adequate water supply for emergency response requirements. Mandatory measures shall include the curtailment of all irrigation in accordance with the wholesale purchased water customer's own DCP.

Section 6: Enforcement

The following enforcement provisions shall apply to all CoLV purchased water customers:

A. No person shall knowingly or intentionally use or allow the use of purchased water from the CoLV water utility system for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Article, or in an amount in excess of that permitted by the drought response stage in effect at the time.

B. Any person who violates this Article shall be subject to the following fees, fines, penalties and/or conditions of service:

- Following the first documented purchased water violation, the violator shall be given a written notice specifying the type of violation and the date and time it was observed. This notice must include the fees, fines, and restrictions on service that may result from additional violations.

- Following the second documented purchased water violation, the violator shall:

1. Be notified in writing that they are in violation of the City Ordinance and a misuse fee of $100.00shall be included in the customer's monthly water bill.

- Following the third documented purchased water violation, the violator shall:

    1. Be notified in writing that they are in violation of the City Ordinance and a misuse fee of $250.00 shall be included in the customer's monthly water bill. .

- Following the fourth documented purchased water violation, the CoLV may, upon due notice to the customer, and opportunity to appeal as provided in Subsection F, below, discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at $500.00, and any outstanding charges including late payment fees, misuse fees, or penalties. In addition, a deposit of $1000.00 shall be submitted to CoLV prior to reconnection of services.. The CoLV may apply the deposit to any surcharges, fees, or penalties subsequently assessed under this Article against a customer. The deposit does not sanction continued violation of this article and disconnection may be initiated if violations continue. The deposit, if any, shall be returned to the customer at the time of the customer's voluntary disconnection from the utility system.

C. Each day that one or more of the provisions in this plan is violated shall constitute as a separate purchased water violation. Any person, including one classified as a purchased water customer of the CoLV, in apparent control of the property where a violation occurs or originates, shall be presumed to be the violator. Any such person, however, shall have the right to show they did not commit the violation.

D. The City Manager or their designee shall have the power to enforce the provisions of this Article.

E. Enforcement of fees and penalties issued pursuant to this Article is an administrative process. Customers who wish to appeal their violations, may do so in writing to the City Manager or their designee.

F. Compliance with this Article also may be sought through civil action, including injunctive relief in state district court. A civil penalty sought through civil action may not exceed $1,000 a day for a violation of an ordinance.

G. Enforcement for Wholesale Customers:

- Wholesale purchased water customers shall provide the CoLV with an order, ordinance, or resolution to demonstrate adequate enforcement provisions for the wholesale purchased water customer's own DCP.

- In addition, wholesale purchased water customers who fail to comply with the drought contingency measures in the plan may be subject to the following civil penalties, in addition to any other remedies available to the CoLV by law or under the terms of the wholesale water contracts.

- Penalties for wholesale purchased water customers:

    1. First documented violation: written notice of violation.

    2. Second documented violation: penalty fee of a minimum of $2,500.00 and a maximum fee of $10,000.00.

    3. Third documented violation: penalty fee of a minimum of $5,000.00 and a maximum fee of $10,000.00.

Section 7: Variances

A. The City Manager may grant variances:

- From specific applications of the outdoor purchased water schedule, providing that the variances do not increase the time allowed for watering but rather alter the schedule for watering.

- Allowing the use of alternative water supply that does not increase demand on potable water sources for outdoor use. Variance requests may be submitted to staff and need not meet the requirements of subsection below.

B. The City Manager may grant in writing temporary variances for existing purchased water uses otherwise prohibited under this article if it is determined that failure to do so would cause an emergency adversely affecting the public health, sanitation, or fire protection, and if one or more of the following conditions are met:

- Compliance with this DCP cannot be accomplished during the duration of the time the DCP is in effect.

- Alternative methods can be implemented that will achieve the same level of reduction in purchased water use.

C. Persons requesting a variance from the provisions of this DCP shall file a petition for variance with the CoLV any time the DCP or an applicable drought response stage is in effect. The City Manager or their designee will review petitions for variances. The petitions shall include the following:

- Name and address of the petitioner.

- Purpose of purchased water use.

- Specific provision of the DCP from which the petitioner is requesting relief.

- Detailed statement as to how the specific provision of this Article adversely affects the petitioner or what damage or harm the petitioner or others will sustain if petitioner

complies with this DCP.

- Description of the relief requested.
- Period of time for which the variance is sought.
- Measures the petitioner is taking or proposes to take to meet the intent of this DCP and the compliance date.
- Other pertinent information.

D. Variances granted by the CoLV shall be subject to the following conditions, unless waived or modified by the City Manager, or their designee:

- Variances granted shall include a timetable for compliance.
- Variances granted shall expire when this Article or its requirements are no longer in effect, unless the petitioner has failed to meet specified requirements.

E. No variance shall be retroactive or otherwise excuse any violation occurring before the variance was issued.

Section 8: DCP Updates

This Article and other operational measures to conserve purchased water in times of drought will be reviewed and updated as needed to meet both TCEQ and LCRA DCP rules.

Section 9: Notification to LCRA

Notification of any mandatory provisions of the Municipal Customers DCP shall be made to the LCRA General Manager by the City Manager in writing within five (5) business days of implementation.

Section 10: Implementation

By signing below, the CoLV authorized representative warrants and represents that: (1) the City Council has approved this plan; and, (2) the representative is authorized by the City Council to implement this plan.

In a shortage of water not covered by the LCRA Water Management Plan or other conservation plan approved by TCEQ applicable to LCRA's firm water supply, a water contract customer who fails to implement its applicable DCP is subject to curtailment of firm water supply by LCRA based on the customer's pro rata share less the amount of water the customer would have saved if the customer had operated its water system in compliance with the DCP.

Approved and Accepted by Authorized CoLV Representative:

_____

Ed Tidwell, Mayor, City of Lago Vista

_____

Date

SECTION 13.1112: CoLV Purchased Water Irrigation Schedule

(1) Normal Water Storage Conditions / STAGE 1 Moderate Water Shortage Conditions (Mandatory Measures)

Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler no more than **TWICE per week** and only during scheduled days and times as indicated below. Hand-watering allowed daily between midnight and 10:00 AM or between 7:00 PM and midnight.

Residential
Odd number addresses: Wednesdays and Saturdays Even number addresses: Thursdays and Sundays

Commercial (including large landscapes such as HOA common areas):
Tuesdays and Fridays

Watering Hours:
Midnight to 10 a.m. and 7 p.m. to midnight

(2) STAGE 2 Moderate Water Shortage Conditions (Mandatory Measures)

Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler no more than **ONCE per week** and only during scheduled days and times as indicated below. Hand-watering allowed daily between midnight and 10:00 AM or between 7:00 PM and midnight.

Residential
Odd number addresses: Saturdays
Even number addresses: Sundays

Commercial (including large landscapes such as HOA common areas):
Fridays

Watering Hours:
Midnight to 10 a.m. and 7 p.m. to midnight

(3) STAGE 3 Severe Water Shortage Conditions (Mandatory Measures)

Residential
Hose-end sprinkler or automatic irrigation is restricted to **ONCE per Week** for 6-hours between midnight and 6:00 A.M. Hand-watering allowed for 6 hours daily between 7:00 A.M. and 10:00 AM or between 7:00 PM and 10:00 P.M.

Commercial (including large landscapes such as HOA common areas):
Hose-end sprinkler or automatic irrigation is restricted to **ONCE per Week** for 6-hours between midnight and 6:00 A.M. Hand-watering allowed for 6 hours daily between 7:00 A.M. and 10:00 A.M. or between 7:00 P.M. and 10:00 P.M.

Watering Hours:
- Hose-end or automatic irrigation is between Midnight and 6:00 A.M.
- Hand watering allowed daily between 7:00 A.M. and 10:00 A.M. or between 7:00 P.M. and 10:00 P.M.

(4) STAGE 4 Severe Water Shortage Conditions (Mandatory Measures) / STAGE 5 Emergency Water Conservation Conditions:

Residential
All irrigation prohibited. No hand-watering allowed.

Commercial (including large landscapes such as HOA common areas): All irrigation prohibited. No hand-watering allowed.

Watering Hours:
None.

(5) STAGE 5: Emergency Water Restrictions

i. All irrigation with purchased water is prohibited
ii. No waivers and/or variances will be issued.
iii. All non-essential use of purchased water is prohibited.
iv. All dust control operations shall cease.
v. All fire hydrant meters shall be locked unless otherwise needed for public health and safety.

Drought Contingency Plan

For

CITY OF
LAGO VISTA
TEXAS

The City of Lago Vista

Municipal Purchased Water Customers

Prepared by

Taylor M. Whichard
Director of Public Works

October 3, 2023

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City of Lago Vista

DROUGHT CONTINGENCY PLAN

Definitions:

AF: an **A**cre-**F**oot is a unit of volume equal to the volume of a sheet of water one acre (0.405 hectare) in area and one foot (30.48 cm) in depth; 43,560 cubic feet (1233.5 cu m).

Aesthetic Purchased Water Use: purchased water used for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Alternate Water Supply: water not distributed by the CoLV, including rain water, reuse water, and gray water.

Automatic Irrigation: the operation of an irrigation system with no or ~~minimum of~~minimal manual intervention besides surveillance. This includes drip, sprinkler, and surface irrigation systems that utilize timers, sensors, computers, or mechanical devices.

CoLV: the **C**ity **o**f **L**ago **V**ista is a city located in Northwest Travis County, Texas, United States.

Commercial and Institutional Purchased Water Use: purchased water use which is integral to the operations of commercial and non-profit establishments and government entities such as retail establishments, hotels, motels, restaurants and office buildings. This does not include purchased water used strictly for aesthetic purposes.

Conservation: those practices, techniques, and technologies that reduce the consumption of purchased water, reduce the loss of purchased water, improve the efficiency in the use of purchased water, or increase the recycling and reuse of purchased water so that the water supply is conserved and made available for future or alternative uses.

Customer: any CoLV resident, person, company, or organization using purchased water supplied by the CoLV.

DCP: a **D**rought **C**ontingency **P**lan is a strategy or combination of strategies for monitoring the progression of a drought and preparing a response to potential water supply shortages resulting from severe droughts or other water supply emergencies.

Domestic Water Use: purchased water used for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence.

Drip Irrigation: is a form of irrigation that saves water and fertilizer by allowing water to drip slowly to the roots of many different plants onto the soil surface thru a network of valves, tubes, pipes, and emitters.

Driving Range: an area where golfers can practice their golf swings.

Drought Fee: a temporary purchased water utility rate surcharge for meeting the CoLV's short term financial requirements caused by a loss of revenues due to extended purchased water restrictions.

DWDOR: the **D**rought **W**orse than **D**rought **O**f **R**ecord is any time period drier than the 1947-57 drought previously considered the worst on record. The Highland Lakes include Lakes Travis, Buchanan, Inks, LBJ and Austin. Lakes Travis and Buchanan are surge lakes and serve as the primary water supply for the CoLV and several other Central Texas cities.

Fairways: The area of a golf course between the teeing area and the greens.

Greens: an area of closely trimmed grass surrounding the hole.

Hand-watering: hand-watering refers to the application of purchased water for irrigation purposes through a hand-held hose or watering container. A person must be physically holding the hose or container. Watering by hand cannot occur unattended.

Hose-end Sprinkler: irrigation of a landscaped area utilizing an above ground hose and a hose-end sprinkler.

Industrial Water Use: the use of purchased water in processes designed to convert materials of lower value into forms having greater usability and value.

In-ground Irrigation System: a system of underground pipes attached to sprinkler heads used to irrigate landscaped areas.

Landscape Irrigation Use: purchased water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, recreation areas, and rights-of-way and medians.

LCRA: the **L**ower **C**olorado **R**iver **A**uthority is a nonprofit public utility created in November 1934 by the Texas Legislature. LCRA's mission is to enhance the lives of the Texans it serves through water stewardship, energy and community service.

Non-essential Water Use: purchased water uses that are not essential or required for the protection of public health, safety, and welfare including:

- irrigation of landscape areas, including parks, athletic fields, recreation areas, and golf courses, except otherwise provided under this Plan.

- use of purchased water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle.
- use of purchased water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas.
- use of purchased water to wash down buildings or structures for purposes other than immediate fire protection.
- flushing gutters or permitting purchased water to run or accumulate in any gutter or street;
- use of purchased water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, and Jacuzzi-type pools.
- use of purchased water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life.
- failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s).
- use of purchased water from hydrants for construction purposes or any other purposes other than firefighting.

Purchased Water: raw water or potable water purchased from the CoLV.

Putting Green: an area of closely trimmed grass surrounding practice holes.

Reuse Water: reclaimed water such as graywater, effluent from a wastewater treatment plant, or flushing water from a water distribution system.

Roughs: An out of bound area adjacent to the fairways.

TCEQ: the **T**exas **C**ommission for **E**nvironmental **Q**uality is the environmental agency for the state of Texas and the fourth largest environmental agency in the United States. TCEQ strives to protect Texas' public health and natural resources consistent with sustainable economic development.

Teeing area: is an area where a player starts the hole by striking the ball.

Water Curtailment Plan: a plan to reduce the supply of water being provided by LCRA through a diversion contract by reducing the amount of water served under the contract for a specific period of time. Curtailment may occur during drought or other emergency conditions.

Wholesale Purchased Water Customer: an entity that purchases bulk water for construction purposes or resale to agricultural, residential, commercial, industrial, or governmental end users.

Section 1: Declaration of Policy, Purpose, and Intent

LCRA provides contracts to customers for water supply. In cases of extreme drought, periods of abnormally high usage, system contamination, or extended reduction in ability to supply water due to equipment failure, LCRA may require water customers to institute temporary restrictions to limit non-essential purchased water usage. The purpose of the Municipal Customers DCP is to encourage a reduction of purchased water use by the municipal customers in order to maintain supply, storage, pressure or to comply with the requirements of a court, government agency or other authority.

All LCRA firm water users are required to develop and formally adopt drought contingency plans for their own systems in accordance with Title 30 Texas Administrative Code Sections 288.20 and 288.22. The water supply triggers and target reduction goals for the municipal customers must be consistent with the LCRA DCP. The CoLV must develop and formally adopt a revised Municipal Customers DCP every 5 years consistent with the LCRA DCP.

Section 2: Public Education

The CoLV will periodically provide its employees, members, and the general public with information about this DCP, including the importance of the plan, information about the conditions under which each stage of the plan is to be initiated, processes to reduce purchased water usage, and impending or current drought conditions.

Drought plan information will be provided by means of: meetings with staff, newsletter articles, brochures at City Hall, bill stuffers, social media, and the CoLV web site.

Section 3: Permanent Purchased Water Use Restrictions

The following restrictions apply to all CoLV purchased water customers on a year-round basis, regardless of water supply or water treatment plant production conditions. According to the restrictions, a purchased water user shall not:

A. Fail to repair a controllable leak including:
- a broken sprinkler head.
- a leaking valve.
- leaking or broken pipes.
- a leaking faucet.

B. Operate an irrigation system with:
- a broken sprinkler head.
- a sprinkler head that is out of adjustment and the arc of the spray head is over a street ~~or,~~ parking area, or any other impervious surface.
- a sprinkler head that is fogging or misting because of excessive water pressure.

C. During irrigation, allow purchased water to:
- run off a property and form a stream of purchased water in ~~a~~any street ~~for a distance of 50 feet~~, driveway, or ~~greater~~parking area.
- pool ~~in~~on any impervious surface such as a street, driveway, or parking ~~lot to a depth greater than one-quarter of an inch.~~area.

Section 4: Initiation, Restrictions, & Termination of Drought Response Stages

- Monitoring. The City Manager shall monitor water supply and demand conditions on a regular basis and shall determine when conditions warrant initiation and termination of each stage of water conservation measures in accordance with this DCP and advise the City Council of same. Water supply conditions will be determined by the source of supply, system capacity, and weather conditions. Water demand will be measured by the peak daily demands on the system.
  - The City Council shall be responsible for the initiation and termination of the four Supply Triggers drought stages based on the criteria as outlined in Section 13.1112 and Section 13.1113, and in accordance with LCRA's DCP.
  - The City Manager shall be responsible for the initiation and termination of any Demand Triggers or Emergency ~~Triggers~~Trigger responses based on the criteria as outlined in Section 13.1112 and Section 13.1113, and in accordance with LCRA's DCP.
- Notification. CoLV public notification of the initiation or termination of drought response stages shall be by a variety of ways, examples include: brochures at City Hall, bill stuffers, e-mail and automated telephone calls, CoLV web site, social media, signs posted at entry points to the service area or a combination of these methods.
- Triggering Criteria for Initiation and Termination of the Municipal Customers Drought Response Stages: The following triggering criteria for initiation and termination of water conservation measures and restrictions shall apply to the CoLV water utility system, its customers, and its customer service area including Golf Course(s), beautification areas, and medians maintained by either CoLV or an HOA/POA.

(1) Normal Water Storage Conditions

A. **Requirements for Initiation:** Normal Water Storage Conditions exist when the combined storage of Lakes Travis and Buchanan exceeds ~~900~~1,400,000 AF ~~for 30 consecutive days~~.

B. **Requirements for Termination:** The City Council shall implement Stage 1 when the combined storage of Lakes Travis and Buchanan equals or falls below ~~900~~1,400,000 AF ~~for 30 consecutive days~~.

C. **Irrigation Restrictions:** **TWICE per week** as outlined in Section 13.1112 and summarized in Section 13.1113. Hand-watering allowed daily between midnight and 10:00 AM or between 7:00 PM and midnight.

D. **Target Purchased Water Use Reduction:** None.

E. **Purchased Water Use Response Measures:** Limit irrigation with purchased water of landscaped turf grass and planting beds around buildings to no more than **TWICE per week** on authorized irrigation days.

F. **Drought Fee ($/LUE per month):** None.

(2) STAGE 1 Moderate Water Shortage Conditions (Mandatory Measures)

A. **Requirements for Initiation:** The City Council shall implement Stage 1 Moderate Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan equals or falls below ~~900~~1,400,000 AF ~~for 30 consecutive days~~or as required by LCRA.

B. **Requirements for termination:** The City Council shall implement Normal Water Storage Conditions when the combined storage of Lakes Travis and Buchanan exceeds ~~900~~1,400,000 AF ~~for 30 consecutive days~~or as required by LCRA.

C. **Irrigation Restrictions:** **TWICE per week** as outlined in Section 13.1112 and summarized in Section 13.1113. Hand-watering allowed daily between midnight and 10:00 AM or between 7:00 PM and midnight.

D. **Target Purchased Water Use Reduction:** Achieve a 10% reduction in total purchased water use.

E. **Purchased Water Use Reduction Response Measures:** Select as many response measures~~,~~ as appropriate to ~~the~~all residential, commercial, industrial, and wholesale Municipal Customers ~~golf course operation~~, which will achieve the target reduction indicated.

- Limit irrigation with purchased water of landscaped turf grass and planting beds to no more than the CoLV's mandatory outdoor watering schedule.

- ~~Limit irrigation with purchased water of all practice areas (putting and driving ranges) to no more than LCRA's recommended outdoor watering schedule.~~

- ~~Reduce irrigation with purchased water of all play areas (greens, teeing area, and fairways) to achieve reduction target.~~

- ~~Discontinue irrigation with purchased water of all roughs and other non-play areas.~~

- ~~Discontinue using purchased water for washing/rinsing of buildings, walls, structures, paved and other hard-surfaced areas including sport courts.~~

- ~~Discontinue aesthetic purchased water use.~~
- Monitor and enforce these watering restrictions utilizing CoLV's Automated Metering Infrastructure.

F. **Drought Fee ($/LUE per month):** None.

(3) STAGE 2 Moderate Water Shortage Conditions (Mandatory Measures)

A. **Requirements for Initiation:** The City Council shall implement Stage 2 Moderate Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan equals or falls below ~~750~~900,000 AF ~~for 30 consecutive days~~, or as required by LCRA.

B. **Requirements for termination:** The City Council shall implement Stage 1 Moderate Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan exceeds ~~750~~900,000 AF ~~for 30 consecutive days~~or as required by LCRA.

C. **Irrigation Restrictions:** **ONCE per week** as outlined in Section 13.1112 and summarized in Section 13.1113. Hand-watering allowed daily between midnight and 10:00 AM or between 7:00 PM and midnight.

D. **Target Purchased Water Use Reduction:** Achieve a 10% - 20% reduction in total purchased water use.

E. **Purchased Water Use Reduction Response Measures:** Select as many response measures~~,~~ as appropriate to ~~the~~all residential, commercial, industrial, and wholesale Municipal Customers ~~golf course operation~~, which will achieve the target reduction indicated.

- Watering of landscaped turf grass and planting beds with purchased water restricted to one day per week, except by use of hand-held hose, hand-held bucket, or drip irrigation. Customers wishing to install new landscaping or revegetating an established area may apply for a variance as outlined in Section 13.1108.

- Vehicle and Boat Washing: Use of purchased water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on the designated irrigation day during normal irrigation hours. Such activity shall be done with a hand-held bucket or a hand-held hose equipped with a positive

shutoff nozzle. A vehicle may be washed any time at a commercial car wash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

- Pools: The City Council may limit the filling of all new and existing swimming pools, hot tubs, wading pools. Replenishing to maintenance level is permitted. Draining may be permitted only onto pervious surfaces or onto a surface where water will be transmitted directly to a pervious surface, and only if:

    1. Draining excess water from pool due to rain in order to lower water to maintenance level.

    2. Repairing, maintaining, or replacing pool components that have become hazardous.

    3. Repair of a pool leak.

    4. Refilling of public/community swimming pools is permitted only if the pool has been drained for repairs, maintenance, or replacement as outlined in above.

- Outside Water Features: The City Council may limit the operation of outside purchased water features, such as, but not limited to, fountains, splash pad type fountains or outdoor misting systems, except where such features are used to sustain aquatic life or maintain water quality. This provision includes fountains associated with aesthetic ponds and swimming pools.

- Ponds: Ponds used for aesthetic, amenity, and/or storm water purposes may maintain water levels only necessary to preserve the integrity of the liner and operating system. The City Manager or ~~his~~their designee may request specific design documentation regarding a pond and the intended purpose.

- Events: Events involving the use of purchased water such as: car washes, festivals, parties, water slides, and other activities involving the use of purchased water are permitted, if the purchased water being used drains to a recirculating device, or onto a pervious surface to prevent water waste.

- Restaurants: All restaurants are encouraged to serve purchased water to their patrons only upon request.

- Fire Hydrants: Use of purchased water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare. Use of purchased water from designated fire hydrants for construction purposes may be allowed under special conditions and requires a meter; a

variance application must be submitted with an explanation of the special conditions.

- Recreational areas (includes parks and athletic fields): The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering must follow a no more than ~~twice~~once per week schedule. A variance can be obtained if watering cannot be completed on the designated two day schedule.

- Purchased Water Waste: The City Council may restrict the following non-essential uses of purchased water at all times during periods in which restrictions have gone into effect:

    1. Washing sidewalks, walkways, driveways, parking lots, street, tennis courts, and other impervious surfaces may be prohibited except for immediate health and safety.

    2. Washing buildings, houses or structures with a pressure washer or garden hose may be prohibited for aesthetic purposes but allowable for surface preparation of maintenance work to be performed.

    3. Flushing gutters or flooding gutters may be prohibited except for immediate health and safety.

    4. Controlling dust may be prohibited, unless there is a demonstrated need to do so for reasons of public health and safety, or as part of an approved construction plan.

- The CoLV shall discontinue water line flushing unless necessary for public health reasons.

- The CoLV shall keep customers informed about issues regarding current and projected purchased water supply and demand conditions.

- ~~Reduce irrigation with purchased water of all play areas (greens, teeing area, and fairways) to achieve reduction target.~~

- ~~Irrigation with purchased water of all roughs and other non-play areas prohibited.~~

- ~~Reduce irrigation with purchased water of all practice areas (putting and driving ranges).~~

- Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts is prohibited.

- Aesthetic purchased water use is prohibited.

F. **Drought Fee ($/LUE per month):** ~~Ten~~Fifteen dollars ($~~10~~15).

(4) STAGE 3 Severe Water Shortage Conditions (Mandatory Measures)

A. **Requirements for Initiation:** The City Council shall implement Stage 3 Severe Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan equals or falls below ~~600~~750,000 AF ~~for 30 consecutive days~~, or as required by LCRA.

B. **Requirements for Termination:** The City Council shall implement Stage 2 Moderate Water Shortage Conditions when the combined storage of Lakes Travis and Buchanan exceeds ~~600~~750,000 AF ~~for 30 consecutive days~~, or as required by LCRA.

C. **Irrigation Restrictions:** ~~No automatic~~Automatic or hose-end irrigation with purchased water is restricted to 6 hours once per week. All other non-essential outdoor water use is prohibited unless water source is from an alternate supply, such as reuse water, rainwater, or graywater. Hand-watering allowed for 6 hours daily between ~~midnight~~7:00 A.M. and 10:00 AM or between 7:00 PM and ~~midnight~~10:00 P.M.

D. **Target Purchased Water Use Reduction:** Achieve a 20% - 30% reduction in total purchased water use or in accordance with LCRA DCP.

E. **Purchased Water Use Reduction Response Measures:**

- Irrigation of Landscaped Areas:

~~1. Irrigation of landscaped areas is prohibited, except with hand-held hoses, hand-held buckets, or drip irrigation. The use of hose-end sprinklers or in-ground irrigation systems are prohibited.~~

1. Automatic or hose-end irrigation is restricted to once per week for 6 hours between midnight and 6:00 A.M.

2. Hand-watering is allowed for 6 hours daily between 7:00 A.M. and 10:00 A.M. or between 7:00 PM and 10:00 P.M.

~~2.~~3. New landscape installation is ~~prohibited.~~ discouraged during this time, but is allowed with an approved variance.

- **Vehicle and Boat Washing**: Use of purchased water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on the designated irrigation day during normal irrigation hours. Such activity shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. A vehicle may be washed any time at a commercial car wash

facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

- **Pools**: The installation of new swimming pools may be prohibited unless the pool is built with a pool cover. ~~The filling~~Filling or replenishing of swimming pools with purchased water is prohibited unless the swimming pool is covered with a pool cover when not in use. The filling or replenishing of hot tubs, wading pools, and other types of pools with purchased water is prohibited. Public/community swimming pools may be exempt from this prohibition to maintain safe levels of water quality for human contact.

- **Events**: Events involving the use of purchased water such as car washes, festivals, parties, water slides, and other activities involving the use of purchased water may be prohibited.

- **Recreational areas (includes parks and athletic fields):** The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. ~~Watering is prohibited except with a hand-held hose~~Automatic or hose-end irrigation is restricted to 6-hours once per week between midnight and 6:00 A.M. Hand watering is allowed for 6 hours daily between 7:00 A.M. and 10:00 A.M. or between 7:00 PM and 10:00 P.M.

- All purchased water customers are required to further reduce non-essential purchased water uses.

- ~~Limit irrigation with purchased water of greens and teeing area to no more than LCRA's recommended outdoor watering schedule and to hand watering only.~~

- ~~Irrigation with purchased water of landscaped turf grass and planting beds prohibited.~~

- ~~Irrigation with purchased water of all roughs and other non-play areas prohibited.~~

- ~~Limit irrigation with purchased water of all practice areas (putting and driving ranges) to once per week.~~

- ~~Irrigation with purchased water of all fairways prohibited.~~

- Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts ~~prohibited~~are restricted to the designated irrigation day.

- Aesthetic purchased water use prohibited.

F. **Drought Fee ($/LUE per month):** ~~Twenty~~Thirty dollars ($~~20~~30).

(5) STAGE 4 Severe Water Shortage Conditions (Mandatory Measures)

A. **Requirements for Initiation:** The City Council shall implement Stage 4 Severe Water Shortage Conditions when one or a combination of such triggering criteria occurs:

- The LCRA Board declares a ~~drought worse~~Drought Worse than the Drought of Record (DWDOR) or other water supply emergency and orders the mandatory curtailment of firm water supplies.

- Upon notification from LCRA that it is declaring a DWDOR.

B. **Requirements for Termination**: The City Council shall implement Stage 3 Severe Water Shortage Conditions when the LCRA announces that the DWDOR mandatory water restrictions for firm water customers are no longer required.

C. **Irrigation Restrictions:** All irrigation with purchased water prohibited. All other non-essential outdoor water use is prohibited unless water source is from an alternate supply, such as reuse water, rainwater, or graywater. No hand-watering allowed.

D. **Target Purchased Water Use Reduction:** Reduce purchased water use in accordance with LCRA DCP.

E. **Purchased Water Use Reduction Response Measures:**

- Irrigation of landscaped areas is prohibited.

- Vehicle and boat washing is prohibited.

- **Pools**: The installation of new swimming pools is prohibited. The filling or replenishing of existing swimming pools, hot tubs, wading pools, and other types of pools with purchased water is prohibited. Public/community swimming pools may be exempt from this prohibition to maintain safe levels of water quality for human contact.

- **Events:** Events involving the use of purchased water such as car washes, festivals, parties, water slides, and other activities involving the use of purchased water is prohibited.

- **Recreational areas (includes parks and athletic fields)**: Watering with purchased water is prohibited.

- All purchased water customers are required to further reduce non-essential purchased water uses.

- Use of purchased water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.

- ~~Irrigation with purchased water of greens and teeing area prohibited.~~

- Irrigation with purchased water of landscaped turf grass and planting beds prohibited.

- ~~Irrigation with purchased water of all roughs and other non-play areas prohibited.~~

- ~~Irrigation with purchased water of all practice areas (putting and driving ranges) prohibited.~~

- ~~Irrigation with purchased water of all fairways prohibited.~~

- Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts is prohibited.

- Aesthetic purchased water use prohibited.

F. Drought Fee ($/LUE per month): ~~Twenty~~Thirty-Five dollars ($~~20~~35).

(6) STAGE 5 Emergency Water Conservation Conditions

A. **Requirements for Initiation:** The City Manager shall implement Stage 5 Emergency Water Conservation Conditions when one or a combination of such triggering criteria occurs:

- LCRA declares a natural or man-made contamination of the water supply source.

- Any other emergency water supply or demand conditions that either the LCRA General Manager or the LCRA Board determines that ~~either~~ constitutes a water supply emergency.

- The CoLV declares a water demand emergency.

- The CoLV declares a Water Plant emergency.

- The CoLV declares a water distribution system outage.

B. **Requirements for Termination:** When the LCRA and/or City Manager announce that ~~the~~ Stage 5 Emergency Water Conservation Conditions water restrictions are no longer required.

C. **Irrigation Restrictions:** All irrigation with purchased water is prohibited. All other non-essential outdoor water use is prohibited unless water source is from an alternate supply, such as reuse water, rainwater, or graywater. No hand-watering allowed.

D. **Target Purchased Water Use Reduction:** Reduce purchased water use for affected area to minimum possible purchased water use.

E. **Purchased Water Use Reduction Response Measures:**

- Irrigation of landscaped areas is prohibited.
- Use of purchased water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.
- ~~Irrigation with purchased water of greens and teeing area prohibited.~~
- Irrigation with with purchased water of landscaped turf grass and planting beds prohibited.
- ~~Irrigation with purchased water of all roughs and other non-play areas prohibited.~~
- ~~Irrigation with purchased water of all roughs and other non-play areas prohibited.~~
- ~~Irrigation with purchased water of all practice areas (putting and driving ranges) prohibited.~~
- ~~Irrigation with purchased water of all fairways prohibited.~~
- Using purchased water for washing/rinsing of buildings, walls, structures, paved, and other hard-surfaced areas including sport courts prohibited.
- Aesthetic purchased water use prohibited.

F. **Drought Fee ($/LUE per month):** ~~TBD~~Forty-five dollars ($45). ~~by City Manager~~

Section 5: Wholesale Purchased Water Customers

All CoLV wholesale purchased water customers are required to develop and formally adopt DCPs plans for their own systems in accordance with Title 30 Texas Administrative Code Sections 288.20 and

288.22. The water supply triggers and target reduction goals must be consistent with both the CoLV and LCRA DCPs. In addition, the measures of this plan must be at least as stringent as the drought response measures required by this Article for its retail customers. Wholesale purchased water customers must include in their wholesale water supply contracts the requirement that each successive wholesale customer develop and formally adopt a revised DCP every 5 years, subject to CoLV approval, consistent with the LCRA DCP.

(1) Normal Water Storage Conditions

The CoLV will contact wholesale purchased water customers as needed to discuss supply and demand conditions. The CoLV will provide a limited supply of consumer information and materials on water conservation measures and practices to wholesale purchased water customers.

(2) STAGE 1 Moderate Water Shortage Conditions (Mandatory Measures)

The CoLV will keep wholesale purchased water customers informed about ongoing demand, as well as current and projected water supply conditions. The CoLV will initiate discussions with wholesale purchased water customers about potential curtailment and the implementation of mandatory measures to reduce all non-essential purchased water uses.

(3) STAGE 2 Moderate Water Shortage Conditions (Mandatory Measures)

The CoLV will contact its wholesale purchased water customers to initiate mandatory measures to control purchased water demand to ensure adequate water supply for emergency response requirements. Mandatory measures shall include the curtailment of nonessential purchased water uses in accordance with the wholesale purchased water customer's own DCP.

(4) STAGE 3 Severe Water Storage Conditions

The CoLV will contact its wholesale purchased water customers to initiate mandatory measures to control purchased water demand to ensure adequate water supply for emergency response requirements. Mandatory measures shall include the curtailment of automatic or hose-end irrigation in accordance with the wholesale purchased water customer's own DCP.

(5) STAGE 4 Emergency Water Conditions

The CoLV will contact its wholesale purchased water customers to initiate mandatory measures to control purchased water demand to ensure adequate water supply for emergency response requirements. Mandatory measures shall include the curtailment of all irrigation in accordance with the wholesale purchased water customer's own DCP.

(6) STAGE 5 Emergency Water Conditions

The CoLV will contact its wholesale purchased water customers to initiate mandatory measures to control purchased water demand to ensure adequate water supply for emergency response

requirements. Mandatory measures shall include the curtailment of all irrigation in accordance with the wholesale purchased water customer's own DCP.

Section 6: Enforcement

The following enforcement provisions shall apply to all CoLV purchased water customers:

A. No person shall knowingly or intentionally use or allow the use of purchased water from the CoLV water utility system for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Article, or in an amount in excess of that permitted by the drought response stage in effect at the time.

B. Any person who violates this Article shall be subject to the following fees, fines, penalties and/or conditions of service:

- Following the first documented purchased water violation, the violator shall be given a written notice specifying the type of violation and the date and time it was observed. This notice must include the ~~F~~fees, fines, and restrictions on service that may result from additional violations.

- Following the second documented purchased water violation, the violator shall:

  ~~1.~~ Be notified in writing that they are ~~criminally responsible for the~~ in violation of the ~~this Article,~~ City Ordinance and a misuse fee of ~~punishable by a minimum fine of~~ $100.00 shall be included in the customer's monthly water bill. ~~and a maximum fine not to exceed $500.00.~~

  ~~2.~~1. ~~And may~~which ~~shall be subject to a civil penalty not to exceed $1000.00~~included ~~in the customer's monthly water bill~~.

- Following the third documented purchased water violation, the violator shall:

  ~~1.~~ Be notified in writing that they are ~~criminally responsible for the~~ in violation of the ~~this Plan,~~ City Ordinance and ~~punishable by~~ a misuse fee ~~minimum fine~~ of $250.00 ~~and a maximum fine of $500.00.~~ shall be included in the customer's monthly water bill.

  ~~2.~~1. ~~And maywhich shall be subject to a civil penalty of not to exceed $1000.00included in the customer's monthly water bill~~.

- Following the fourth documented purchased water violation, the CoLV may, upon due notice to the customer, and opportunity to appeal as provided in Subsection F, below, discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at $500.00, and any outstanding charges including late payment fees, misuse fees, or penalties. In addition, ~~suitable assurance in the amount~~

~~of~~ a deposit of $1000.00 shall be submitted to CoLV prior to reconnection of services.~~must be given to the CoLV so that the same action shall not be repeated while this Article is in effect~~. The CoLV may apply the deposit to any surcharges, fees, or penalties subsequently assessed under this Article against a customer. The deposit does not sanction continued violation of this article and disconnection may be initiated if violations continue. The deposit, if any, shall be returned to the customer at the time of the customer's voluntary disconnection from the utility system.

C. Each day that one or more of the provisions in this plan is violated shall constitute as a separate purchased water violation. Any person, including one classified as a purchased water customer of the CoLV, in apparent control of the property where a violation occurs or originates, shall be presumed to be the violator. Any such person, however, shall have the right to show ~~that he~~they did not commit the violation.

D. The City Manager or ~~his~~their designee shall have the power to enforce the provisions of this Article.

~~E. The municipal court~~Municipal Court ~~shall have the power to issue to the City Manager or his~~their ~~designee administrative search warrants, or other process~~processes ~~allowed by law, where necessary to aid in enforcing this DCP.~~

~~F.~~E. ~~Judicial enforcement~~Enforcement of ~~fines~~ fees and penalties issued pursuant to this Article ~~may be sought through a municipal court, district court or small claims court having jurisdiction over~~is an administrative process. Customers who wish to appeal their violations, may do so in writing to the ~~matter~~City Manager or their designee.

~~G.~~F. Compliance with this Article also may be sought through civil action, including injunctive relief in state district court. A civil penalty sought through civil action may not exceed $1,000 a day for a violation of an ordinance.

~~H.~~G. Enforcement for Wholesale Customers:

- Wholesale purchased water customers shall provide the CoLV with an order, ordinance, or resolution to demonstrate adequate enforcement provisions for the wholesale purchased water customer's own DCP.

- In addition, wholesale purchased water customers who fail to comply with the drought contingency measures in the plan may be subject to the following civil penalties, in addition to any other remedies available to the CoLV by law or under the terms of the wholesale water contracts.

- Penalties for wholesale purchased water customers:

    1. First documented violation: written notice of violation.

    2. Second documented violation: penalty fee of a minimum of $2,500.00 and a

maximum fee of $10,000.00.

3. Third documented violation: penalty fee of a minimum of $5,000.00 and a maximum fee of $10,000.00.

Section 7: Variances

A. The City Manager may grant variances:

- From specific applications of the outdoor purchased water schedule, providing that the variances do not increase the time allowed for watering but rather alter the schedule for watering.

- Allowing the use of alternative water supply that does not increase demand on potable water sources for outdoor use. Variance requests may be submitted to staff and need not meet the requirements of subsection below.

B. The City Manager may grant in writing temporary variances for existing purchased water uses otherwise prohibited under this article if it is determined that failure to do so would cause an emergency adversely affecting the public health, sanitation, or fire protection, and if one or more of the following conditions are met:

- Compliance with this DCP cannot be accomplished during the duration of the time the DCP is in effect.

- Alternative methods can be implemented that will achieve the same level of reduction in purchased water use.

C. Persons requesting a variance from the provisions of this DCP shall file a petition for variance with the CoLV any time the DCP or ~~a~~an applicable drought response stage is in effect. The City Manager or ~~his~~their designee will review petitions for variances. The petitions shall include the following:

- Name and address of the petitioner.

- Purpose of purchased water use.

- Specific provision of the DCP from which the petitioner is requesting relief.

- Detailed statement as to how the specific provision of this Article adversely affects the petitioner or what damage or harm the petitioner or others will sustain if petitioner complies with this DCP.

- Description of the relief requested.

- Period of time for which the variance is sought.

- Measures the petitioner is taking or proposes to take to meet the intent of this DCP and the compliance date.

- Other pertinent information.

D. Variances granted by the CoLV shall be subject to the following conditions, unless waived or modified by the City Manager, or ~~his~~their designee:

- Variances granted shall include a timetable for compliance.

- Variances granted shall expire when this Article or its requirements are no longer in effect, unless the petitioner has failed to meet specified requirements.

E. No variance shall be retroactive or otherwise excuse any violation occurring before the variance was issued.

Section 8: DCP Updates

This Article and other operational measures to conserve purchased water in times of drought will be reviewed and updated as needed to meet both TCEQ and LCRA DCP rules.

Section 9: Notification to LCRA

Notification of any mandatory provisions of the Municipal Customers DCP shall be made to the LCRA General Manager by the City Manager in writing within five (5) business days of implementation.

Section 10: Implementation

By signing below, the CoLV authorized representative warrants and represents that: (1) the City Council has approved this plan; and, (2) the representative is authorized by the City Council to implement this plan.

In a shortage of water not covered by the LCRA Water Management Plan or other conservation plan approved by TCEQ applicable to LCRA's firm water supply, a water contract customer who fails to implement its applicable DCP is subject to curtailment of firm water supply by LCRA based on the customer's pro rata share less the amount of water the customer would have saved if the customer had operated its water system in compliance with the DCP.

Approved and Accepted by Authorized CoLV Representative:

_____

Ed Tidwell, Mayor, City of Lago Vista

_____

Date

SECTION 13.1112: CoLV Purchased Water Irrigation Schedule

(1) Normal Water Storage Conditions / STAGE 1 Moderate Water Shortage Conditions (Mandatory Measures)

Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler no more than **TWICE per week** and only during scheduled days and times as indicated below. Hand-watering allowed daily between midnight and 10:00 AM or between 7:00 PM and midnight.

Residential
Odd number addresses: Wednesdays and Saturdays Even number addresses: Thursdays and Sundays

Commercial (including large landscapes such as HOA common areas):
Tuesdays and Fridays

Watering Hours:
Midnight to 10 a.m. and 7 p.m. to midnight

(2) STAGE 2 Moderate Water Shortage Conditions (Mandatory Measures)

Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler no more than **ONCE per week** and only during scheduled days and times as indicated below. Hand-watering allowed daily between midnight and 10:00 AM or between 7:00 PM and midnight.

Residential
Odd number addresses: Saturdays
Even number addresses: Sundays

Commercial (including large landscapes such as HOA common areas):
Fridays

Watering Hours:
Midnight to 10 a.m. and 7 p.m. to midnight

(3) STAGE 3 Severe Water Shortage Conditions (Mandatory Measures)

Residential
~~No hose~~Hose-end sprinkler or automatic irrigation is restricted to ONCE per Week for 6-hours between midnight and 6:00 A.M. Hand-watering allowed for 6 hours daily between ~~midnight and 10:00 AM or between~~ 7:00 A.M. and 10:00 AM or between 7:00 PM and ~~midnight~~10:00 P.M.

Commercial (including large landscapes such as HOA common areas):
~~No hose~~Hose-end sprinkler or automatic irrigation is restricted to ONCE per Week for 6-hours between midnight and 6:00 A.M. Hand-watering allowed for 6 hours daily between ~~midnight~~7:00 A.M. and 10:00 ~~AM~~A.M. or between 7:00 ~~PM~~P.M. and ~~midnight~~10:00 P.M.

Watering Hours:
- Hose-end or automatic irrigation is between Midnight ~~to 10 a.m.~~ and 6:00 A.M.
- Hand watering allowed daily between 7~~ p.m. to midnight~~:00 A.M. and 10:00 A.M. or between 7:00 P.M. and 10:00 P.M.

(4) STAGE 4 Severe Water Shortage Conditions (Mandatory Measures) / STAGE 5 Emergency Water Conservation Conditions:

Residential
All irrigation prohibited. No hand-watering allowed.

Commercial (including large landscapes such as HOA common areas): All irrigation prohibited. No hand-watering allowed.

Watering Hours:
None.

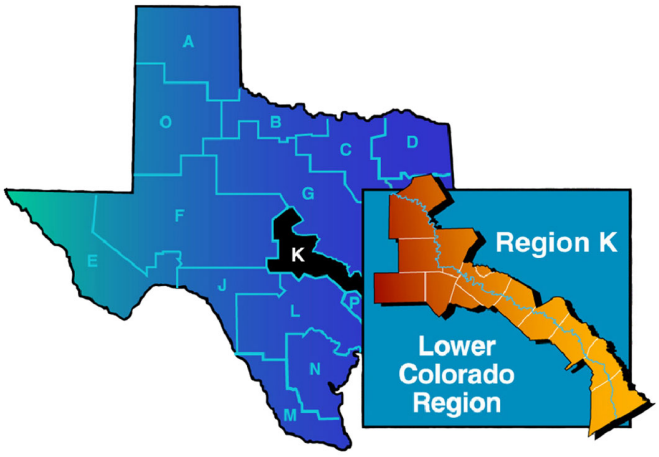
~~Appendix B: Summary of CoLV Water Demand, Supply, and Emergency Restriction Stages~~

	Trigger	Action	Purchased Water Irrigation Restriction	Goal	Drought Fee ($/LUE/mo)	End Condition
Demand Triggers	When total daily water demand equals or exceeds 97% in a single day	City Manager implements **Stage 4 Severe Water Shortage Condition Restrictions**	**Prohibited**	Reduce purchased water use for affected area to minimum possible water usage		City Manager ends **Stage 4 Severe Water Shortage Condition Restrictions** when triggering events has ceased to exist for 5 consecutive days
	When total daily water demand equals or exceeds 95% for 3 consecutive days	City Manager implements **Stage 4 Severe Water Shortage Condition Restrictions**	**Prohibited**	Reduce purchased water use for affected area to minimum possible water usage		City Manager ends **Stage 4 Severe Water Shortage Condition Restrictions** when triggering event has ceased to exist for 5 consecutive days
	Combined lake storage > 900,000 AF		**2 Days per Week**			
	Combined lake storage falls below 900,000 AF	City Council implements **Stage 1 Moderate Water Shortage Condition Restrictions**	**2 Days per Week**	Reduce average purchased water use by 10% (use appropriate historical baseline)	$0	**Stage 1 Moderate Water Shortage Condition Restrictions** ends when combined lake storage rises above 900,000 AF for 30 days.
Supply Triggers	Combined lake storage falls below 750,000 AF	City Council implements **Stage 2 Moderate Water Shortage Condition Restrictions**	**1 Day per Week**	Reduce average purchased average water use by 20% (use appropriate historical baseline)	$10	City Council ends **Stage 2 Moderate Water Shortage Condition Restrictions** when combined lake storage rises above 750,000 AF for 30 days
	Combined lake storage falls below 600,000 AF	City Council implements **Stage 3 Severe Water Shortage Condition Restrictions**	**No automatic or hose-end irrigation. Hand-watering allowed for 6 hours per day.**	Reduce average purchased water use by 30% (use appropriate historical baseline) or in accordance LCRA DCP	$20	City Council ends **Stage 3 Severe Water Shortage Condition Restrictions** when combined lake storage rises above 600,000 AF for 30 days
	LCRA declares **Drought Worse than Drought of Record**	City Council implements **Stage 4 Severe Water Condition Restrictions**	**Prohibited**	Reduce purchased water use in accordance LCRA DCP	$20	City Council ends **Stage 4 Severe Water Condition Restrictions** when LCRA rescinds **DWDOR** restrictions
Emergency Triggers	Declared by City Manager because of a CoLV Water Plant failure, a CoLV water distribution system outage, or an LCRA water supply emergency	City Manager implements **Stage 5 Emergency Water Conservation Condition Restrictions**	**Prohibited**	Reduce purchased water use for affected area to minimum possible water usage	TBD	City Manager ends **Stage 5 Emergency Water Conservation Condition Restrictions** once the CoLV or LCRA emergency water supply event has been resolved

(5) **STAGE 5: Emergency Water Restrictions**

i. All irrigation with purchased water is prohibited
ii. No waivers and/or variances will be issued.
iii. All non-essential use of purchased water is prohibited.
iv. All dust control operations shall cease.
v. All fire hydrant meters shall be locked unless otherwise needed for public health and safety.

October
2020



2021 Region K Water Plan

for the Lower Colorado Regional Water Planning Group

Volume 1 of 2
(Executive Summary through Chapter 4)

prepared by
Lower Colorado Regional
Water Planning Group

with funding assistance from
Texas Water Development Board

prepared for
Texas Water Development Board

with assistance from
AECOM Technical Services, Inc.
James Kowis Consulting, LLC
Trungale Engineering & Science

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Region K Recommended Projects Associated with Water Management Strategies

SPONSOR NAME	SPONSOR IS WWP?	ONLINE DECADE	PROJECT NAME	PROJECT DESCRIPTION	CAPITAL COST
LOWER COLORADO RIVER AUTHORITY	YES	2020	LCRA - ENHANCED MUNICIPAL AND INDUSTRIAL CONSERVATION	CONSERVATION - MUNICIPAL (DOES NOT INCLUDE METER REPLACEMENT OR WATER LOSS); WATER LOSS CONTROL	$74,415,000
LOWER COLORADO RIVER AUTHORITY	YES	2040	LCRA - ENHANCED RECHARGE AND CONJUNCTIVE USE	CONVEYANCE/TRANSMISSION PIPELINE; MULTIPLE WELLS/WELL FIELD; NEW SURFACE WATER INTAKE; PUMP STATION; RESERVOIR CONSTRUCTION; DIVERSION AND CONTROL STRUCTURE; NEW WATER RIGHT/PERMIT NO IBT; WATER RIGHT/PERMIT AMENDMENT NO IBT	$71,125,000
LOWER COLORADO RIVER AUTHORITY	YES	2030	LCRA - EXCESS FLOWS PERMIT OFF-CHANNEL RESERVOIR	CONVEYANCE/TRANSMISSION PIPELINE; NEW SURFACE WATER INTAKE; PUMP STATION; RESERVOIR CONSTRUCTION; DIVERSION AND CONTROL STRUCTURE	$540,110,000
LOWER COLORADO RIVER AUTHORITY	YES	2030	LCRA - IMPORT RETURN FLOWS FROM WILLIAMSON COUNTY	CONVEYANCE/TRANSMISSION PIPELINE; PUMP STATION; STORAGE TANK; WATER TREATMENT PLANT EXPANSION; NEW WATER RIGHT/PERMIT EXEMPT IBT; NEW WATER RIGHT/PERMIT NON-EXEMPT IBT	$75,734,000
LOWER COLORADO RIVER AUTHORITY	YES	2030	LCRA - MID-BASIN OFF-CHANNEL RESERVOIR	CONVEYANCE/TRANSMISSION PIPELINE; NEW SURFACE WATER INTAKE; PUMP STATION; RESERVOIR CONSTRUCTION; DIVERSION AND CONTROL STRUCTURE	$344,259,000
LOWER COLORADO RIVER AUTHORITY	YES	2030	LCRA - PRAIRIE SITE OFF-CHANNEL RESERVOIR	CONVEYANCE/TRANSMISSION PIPELINE; NEW SURFACE WATER INTAKE; PUMP STATION; RESERVOIR CONSTRUCTION; CANAL LINING; DIVERSION AND CONTROL STRUCTURE	$16,690,000
MANUFACTURING, FAYETTE	YES	2030	DEVELOPMENT OF NEW YEGUA-JACKSON AQUIFER SUPPLIES - FAYETTE COUNTY MANUFACTURING	CONVEYANCE/TRANSMISSION PIPELINE; MULTIPLE WELLS/WELL FIELD; NEW WATER TREATMENT PLANT	$3,425
MANVILLE WSC	YES	2070	EXPANSION OF TRINITY AQUIFER SUPPLIES - MANVILLE WSC	CONVEYANCE/TRANSMISSION PIPELINE; MULTIPLE WELLS/WELL FIELD	$5,035,000
MARBLE FALLS	YES	2030	DIRECT REUSE - MARBLE FALLS	CONVEYANCE/TRANSMISSION PIPELINE; PUMP STATION; STORAGE TANK	$1,388,000
MARBLE FALLS	YES	2030	MARBLE FALLS REGIONAL PROJECT	CONVEYANCE/TRANSMISSION PIPELINE; NEW SURFACE WATER INTAKE; NEW WATER TREATMENT PLANT; PUMP STATION; STORAGE TANK; CONTRACT AMENDMENT; NEW CONTRACT	$40,593,800
MARBLE FALLS	YES	2020	MUNICIPAL CONSERVATION - MARBLE FALLS	DATA GATHERING/MONITORING TECHNOLOGY; CONSERVATION - MUNICIPAL (DOES NOT INCLUDE METER REPLACEMENT OR WATER LOSS); WATER LOSS CONTROL	$6,780,000
MATAGORDA WASTE DISPOSAL & WSC	YES	2020	MUNICIPAL CONSERVATION - MATAGORDA WASTE DISPOSAL & WSC	CONSERVATION - MUNICIPAL (DOES NOT INCLUDE METER REPLACEMENT OR WATER LOSS); DATA GATHERING/MONITORING TECHNOLOGY; WATER LOSS CONTROL	$1,030,000
MEADOWLAKES	YES	2020	MUNICIPAL CONSERVATION - MEADOWLAKES	DATA GATHERING/MONITORING TECHNOLOGY; CONSERVATION - MUNICIPAL (DOES NOT INCLUDE METER REPLACEMENT OR WATER LOSS); WATER LOSS CONTROL	$1,706,000
MINING, BURNET	YES	2050	DEVELOPMENT OF NEW ELLENBURGER-SAN SABA AQUIFER SUPPLIES - BURNET COUNTY MINING	CONVEYANCE/TRANSMISSION PIPELINE; MULTIPLE WELLS/WELL FIELD	$4,495,000
MINING, BURNET	YES	2030	DEVELOPMENT OF NEW HICKORY AQUIFER SUPPLIES - BURNET COUNTY MINING	MULTIPLE WELLS/WELL FIELD	$4,863,000
MINING, BURNET	YES	2040	DEVELOPMENT OF NEW MARBLE FALLS AQUIFER SUPPLIES - BURNET COUNTY MINING	MULTIPLE WELLS/WELL FIELD	$3,345,000
MINING, BURNET	YES	2030	EXPANSION OF ELLENBURGER-SAN SABA AQUIFER SUPPLIES - BURNET COUNTY MINING	CONVEYANCE/TRANSMISSION PIPELINE; MULTIPLE WELLS/WELL FIELD	$7,097,000
MINING, FAYETTE	YES	2020	EXPANSION OF YEGUA-JACKSON AQUIFER SUPPLIES - FAYETTE COUNTY MINING	CONVEYANCE/TRANSMISSION PIPELINE; MULTIPLE WELLS/WELL FIELD	$5,463,000
MINING, HAYS	YES	2020	EXPANSION OF TRINITY AQUIFER SUPPLIES - HAYS COUNTY MINING	CONVEYANCE/TRANSMISSION PIPELINE; MULTIPLE WELLS/WELL FIELD	$2,409,000
NORTH SAN SABA WSC	YES	2020	MUNICIPAL CONSERVATION - NORTH SAN SABA WSC	CONSERVATION - MUNICIPAL (DOES NOT INCLUDE METER REPLACEMENT OR WATER LOSS); DATA GATHERING/MONITORING TECHNOLOGY; WATER LOSS CONTROL	$2,122,000

CITY OF
LAGO VISTA
TEXAS

City of Lago Vista Cybersecurity Awareness Plan Summary

The City of Lago Vista employs multiple Cybersecurity training awareness platforms and protections across the whole organization. Every new employee is required to complete a cybersecurity test before being allowed access to any city computer device that is connected to the network. Every few months the IT department will send out fake phishing attempts based on what new trends are being used in the wild. These are targeted to keep employees educated as to what bad actors are using in the wild. If an employee falls victim to one of our fake attempts, we assign further training exercises to them to further educate them. We have yearly Cybersecurity training for all employees which is mandatory across the board. Continual training throughout the year is carried out for all employees so they are prepared on any new emerging threats.

All computer systems have multiple security software installed to prevent attacks and are continuously monitored 24x7 and IT staff are notified immediately if anything is triggered. There are firewalls on the devices and from the perimeters, also intrusion detection systems, Anti-virus, Anti-malware, Anti-Spyware, ransomware protection, DNS filtering and vulnerability management.
All email is monitored through Microsoft 365 online Exchange services for online threats and spam and all passwords and identities are set with MFA using Microsoft Authenticator app. All devices must comply to our security policies or they are denied access to our assets, this includes mobile devices.
All mission critical servers are backed up locally and offsite in case of a disaster using a bare metal restoration software. Also servers can be restored using VM software if needed.

Green Project Information

A. Does the proposed project contain, either partially or completely, green elements as defined by the Green Project Information Worksheets? Y

B. Enter the estimated cost of the green portion of the proposed project. $11,000,000

C. Describe and justify in the space below the green elements of the proposed project and, if available, attach a green business case below. This project facilitates the use of reclaimed water which is a categorical green project.

Refinancing.

Will CWSRF funds be used to refinance existing debt related to this project and received from a source other than the TWDB? N

Readiness to Proceed to Construction

A. Permitting

Have permits necessary for construction been acquired; in particular, TCEQ wastewater discharge permit for wastewater treatment plant construction or wastewater reuse authorization (if applicable)? N
* If “No,” identify in the space below each federal, state, or local permit, license, or other authorizations needed for the project to proceed to construction and the status of each. TCEQ

B. Land Acquisition

Have all land acquisitions and easements necessary to complete the project been obtained?

1. Have you completed the design process including full development of plans and specifications? (If “No,” proceed to Question 2. If “Yes,” proceed to Question 4.) N

2. Has design work progressed beyond preliminary design? N

C. Design

3. Will design work be initiated after the TWDB releases design funds for this project? Y

D. Environmental Review

1. Have you received a Finding of No Significant Impact (FNSI), Categorical Exclusion (CE), a Record of Decision (ROD), or an environmental determination prepared by another entity in compliance with the National Environmental Policy Act (NEPA) for this project? For projects that may qualify for a FNSI, please review 31 TAC §375.63; or that require a CE, review 31 TAC §375.52 (state) or 31 TAC §375.62 (federal); or that require a ROD, review 31 TAC §375.66; or that have a determination by another entity, review 31 TAC §375.56 (state) or 31 TAC §375.70 (federal). N

2. If an environmental finding has not been issued, does your project meet the criteria to receive Categorical Exclusion as defined at 31 TAC §375.52 (state) or 31 TAC §375.62 (federal)? Y

3. Can you submit an environmental report with the completed loan application that documents coordination with agencies has proceeded sufficiently to determine that no major issues remain? N

4. Will the environmental review be initiated after the TWDB releases planning funds for this project? N

E. Does the project have an approved Engineering Feasibility Report (EFR)? N

F. Construction Phase

Start Date (mm/dd/yyyy) 01-09-2026

Completion Date (mm/dd/yyyy) 07-07-2028

G. Project Bidding and Contracts

Will the proposed project be ready to advertise for construction bids immediately following a funding commitment for construction costs? N

If you are seeking reimbursement for eligible planning and/or design costs, was the work performed in compliance with applicable state law and federal crosscutters, including procurement following Disadvantaged Business Enterprise (DBE) requirements? Please visit the TWDB's DBE web page for more information.

How many months will it take to close the loan after receiving a funding commitment? Projects deemed ready to proceed to construction must be able to expend funds quickly after receiving a funding commitment. 4

Estimated Costs

Seeking planning funding N

Seeking acquisition funding N

Seeking design funding Y

Seeking construction funding Y

Cost Category	(a) Planning	(b) Acquisition	(c) Design	(d) Construction	(e) Total (a)+(b)+(c)+(d)
POTW Project: Treatment Project	$0	$0	$0	$9,000,000	$9,000,000
POTW Project: Collection Project	$0	$0	$0	$0	$0
NPS Project	$0	$0	$0	$0	$0
Estuary Management Project	$0	$0	$0	$0	$0
Engineering	$0	$0	$1,000,000	$0	$1,000,000
General, Legal, Financial	$0	$0	$0	$300,000	$300,000
Contingency	$0	$0	$200,000	$500,000	$700,000
Other (Describe Cost)	$0	$0	$0	$0	$0
Subtotal (Add all rows above)	$0	$0	$1,200,000	$9,800,000	$11,000,000
Financing from Local Funds	$0	$0	$0	$0	$0
Financing from Other Funds	$0	$0	$0	$0	$0
Subtotal, SRF-Funded Amount	$0	$0	$1,200,000	$9,800,000	$11,000,000

Green component costs as a percentage of "Subtotal, SRF-Funded Amount" 100.00%

Anticipated Commitment(s) ONETIME

Up to date financial audits for your entity are required for funding to be awarded. When was the most recent financial audit that your entity completed? Enter MM/DD/YYYY. 03-21-2024

The last rate increase was completed on (MM/DD/YYYY): 01-01-2020

PIF Estimated Costs - #2101075

Entity Name: Lago Vista
New Entity Name: null
Project Name: Lago Vista Effluent Pond #17 Rehab plus the installation of a new effluent pond.

Report generated by: TWDB4WVPRODOLA3$, Fri Jan 10 08:53:51 CST 2025

Please review the estimated costs below, then sign and upload.

Signature_____

Seeking planning funding N
Seeking acquisition funding N
Seeking design funding Y
Seeking construction funding Y

Cost Category	(a) Planning	(b) Acquisition	(c) Design	(d) Construction	(e) Total (a)+(b)+(c)+(d)
POTW Project: Treatment Project	$0	$0	$0	$9,000,000	$9,000,000
POTW Project: Collection Project	$0	$0	$0	$0	$0
NPS Project	$0	$0	$0	$0	$0
Estuary Management Project	$0	$0	$0	$0	$0
Engineering	$0	$0	$1,000,000	$0	$1,000,000
General, Legal, Financial	$0	$0	$0	$300,000	$300,000
Contingency	$0	$0	$200,000	$500,000	$700,000
Other (Describe Cost)	$0	$0	$0	$0	$0
Subtotal (Add all rows above)	$0	$0	$1,200,000	$9,800,000	$11,000,000
Financing from Local Funds	$0	$0	$0	$0	$0
Financing from Other Funds	$0	$0	$0	$0	$0
Subtotal, SRF-Funded Amount	$0	$0	$1,200,000	$9,800,000	$11,000,000

Additional Attachments

The following documents are attached after this page:

Lago Vista Effluent Pond Repairs - TCEQ Environmental Permit Application (Signed).pdf
LagoTCEQOrder.pdf
NOE City of Lago Vista (1).pdf

TCEQ Office Use Only
Permit No:
CN:
RN:
Region:

Authorization for Re-Use of Domestic Reclaimed Water

This application is for the beneficial reuse of domestic reclaimed water in accordance with 30 Texas Administrative Code (TAC) Chapter 210, Subchapters A, B, C, and D.

REASON FOR APPLICATION:

Select the reason you are submitting this application:

☐ New authorization
☒ Amendment of reuse authorization number: R 11752001

SOURCE OF THE RECLAIMED WATER:

What is the permit number for the wastewater treatment plant where the reclaimed water is produced: WQ00 117520010

What is the expiration date of the wastewater permit? March 11, 2030

Section 1. Producer (Applicant)

a) What is the Customer Number (CN) issued to this entity? CN 600622849

b) What is the Legal Name of the entity (applicant) applying for this authorization? (The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.)

City of Lago Vista

Section 2. Provider

Is the Provider the same as the Producer?

☒ Yes, go to Section 3)

☐ No, complete section below

a) What is the Customer Number (CN) issued to this entity? CN Click here to enter text

b) What is the Legal Name of the entity (applicant) applying for this authorization? (The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.)

Click here to enter text

Section 3. Application Contact

This is the person TCEQ will contact if additional information is needed about this application.

Prefix (Mr. Ms. or Miss): Mr.

First and Last Name: Taylor Whichard Suffix: N/A

Title: Director of Public Works Credentials: N/A

Phone Number: 512-599-4179 Fax Number: N/A

Email: Taylor.Whichard@lagovistatexas.gov

Mailing Address: 5803 Thunderbird St, Suite 101

City, State, and Zip Code: Lago Vista, TX 78645

Section 4. Regulated Entity (RE) Information

For this section, provide the requested information for the wastewater treatment plant (WWTP) where the reclaimed water is produced.

a) What is the Regulated Entity Number (RN) issued to the WWTP? RN 101609683

b) What is the Site Name for the WWTP? Lago Vista Wastewater Treatment Facility

Section 5. General Characteristics

a) Type of reclaimed water being used:

- ☐ Type I
- ☒ Type II
- ☐ Both

b) Identify additional treatment processes that may be needed to achieve the effluent quality.

Type I: Click here to enter text

Type II: Facility is an activated sludge process plant with the following treatment units: bar screens, grit chambers, aeration basin, secondary clarifier, aerobic sludge digester, sludge drying beds, belt filter press, and chlorine contact chamber.

c) Provide the following effluent limits in the WWTP discharge permit.

1. Flow, in million gallons per day:

   Current: 1.0

   Proposed, if applicable: N/A

2. Oxygen Demand. Select the appropriate limit and provide the limit value.

   - ☒ BOD_5
   - ☐ $CBOD_5$

   Limit value, in milligrams per liter: Click here to enter text

3. Bacteria. Select the appropriate limit and provide the limit value.

   - ☒ *Escherichia coli*
   - ☐ *Enterococci*

   Limit value, in colony forming units per 100 milliliters: 200 CFU (30-day geometric mean), 800 CFU (max single grab sample)

Section 6. Storage Requirements

a) Is the reclaimed water stored in a fabricated tank that is leak proof certified?

- ☐ Yes, go to Section 7

☒ No, complete section below

b) Are any of the reclaimed water storage or usage sites located in the Edwards Aquifer Recharge Zone?

☐ Yes ☒ No

c) Are any of the reclaimed water usage sites located outside the Edwards Aquifer Recharge Zone, but within the DRASTIC Designated Areas having a pollution potential index figure of 110 or greater?

☐ Yes ☒ No

d) If you answered Yes to questions b) or c), complete the following questions.

1. Do pond construction materials meet 30 TAC §210.23(c)(1), (2), and (4)?

   ☐ Yes ☐ No ☒ NA

2. Do liners meet the requirements in 30 TAC §210.23(c)(3) or (5)?

   ☐ Yes ☐ No ☒ NA

3. Have the liners been certified according to 30 §TAC 210.23(c)(6)?

   ☐ Yes ☐ No ☒ NA

4. Do the soil embankment walls meet the requirements in 30 TAC §210.23(c)(7)?

   ☐ Yes ☐ No ☒ NA

5. If you answered No or NA to questions 1) - 4), provide an explanation.

   The facility and service area are not located in the Edwards Aquifer Recharge Zone or within the DRASTIC Designated Areas.

e) If you answered No to questions b) and c), complete the following questions.

1. Do pond construction materials meet 30 TAC §210.23(d)(1) and (2)?

   ☒ Yes ☐ No ☐ NA

2. Do liners meet the requirements in 30 TAC §210.23(d)(3) or (4)?

   ☒ Yes ☐ No ☐ NA

3. Have the liners been certified according to 30 §TAC 210.23(d)(5)?

   ☒ Yes ☐ No ☐ NA

4. Do the soil embankment walls meet the requirements in 30 TAC §210.23(d)(6)?

   ☒ Yes ☐ No ☐ NA

5. If you answered No or NA to questions 1) - 4), provide an explanation.

   N/A

Section 7. Reclaimed Water Uses

a) Describe all potential uses of the reclaimed water at the WWTP.

Irrigation only

b) Describe all potential uses of the reclaimed water at other sites.

Surface irrigation of 140-acre golf course and 40 acres of non-public access land planted with cedar trees

Section 8. Reclaimed Water Users

a) Is the producer, provider, and user the same entity?

☒ Yes, go to Section 9
☐ No, attach a copy of the contract template and complete this section.

b) Does the contract have an operation and maintenance plan as required by 30 TAC 210.4(a)(4)?

☒ Yes, attach a copy of the operation and maintenance plan.
☐ No. Do not submit this form until an operation and maintenance plan has been developed.

c) For each user, provide the following information. If there are more than two users, complete Attachment A.

1. Name of the User: Click here to enter text
2. What is the contact information for this User?

   Prefix (Mr. Ms. or Miss): Click here to enter text
   First and Last Name: Click here to enter text Suffix: Click here to enter text
   Title: Click here to enter text Credentials: Click here to enter text
   Phone Number: Click here to enter text Fax Number: Click here to enter text
   Email: Click here to enter text
   Mailing Address: Click here to enter text
   City, State, and Zip Code: Click here to enter text
3. Types of Uses (irrigation, dust suppression, cooling water, etc): Click here to enter text
4. Is there a contract, legal agreement, or ordinance between this user and the provider?

   ☐ Yes
   ☐ No

   If no, please explain: Click here to enter text
5. Is the reclaimed water being supplied to the user on a "demand only" basis as required by 30 TAC §210.7?

   ☐ Yes
   ☐ No

   If no, please explain: Click here to enter text

1. Name of the User: Click here to enter text.
2. What is the contact information for this User?

   Prefix (Mr. Ms. or Miss): Click here to enter text.

   First and Last Name: Click here to enter text. Suffix: Click here to enter text.

   Title: Click here to enter text. Credentials: Click here to enter text.

   Phone Number: Click here to enter text. Fax Number: Click here to enter text.

   Email: Click here to enter text.

   Mailing Address: Click here to enter text.

   City, State, and Zip Code: Click here to enter text.
3. Types of Uses (irrigation, dust suppression, cooling water, etc): Click here to enter text.
4. Is there a contract, legal agreement, or ordinance between this user and the provider?

   ☐ Yes
   ☐ No

   If no, please explain: Click here to enter text.
5. Is the reclaimed water being supplied to the user on a "demand only" basis as required by 30 TAC §210.7?

   ☐ Yes
   ☐ No

   If no, please explain: Click here to enter text.

Section 9. Attachments

This application must include the following attachments:

a) A completed Core Data Form (TCEQ-10400);
b) A map of the service area for the reclaimed water;
c) A map showing the location of all reclaimed water storage ponds;
d) A copy of the user contracts, if the user is a different entity than the producer and provider; and
e) A copy of the operation and maintenance plan for each contract.

Section 10. Producer Certification

I understand that if there is a major change in the use of reclaimed water, the producer/provider must notify the TCEQ of the change at least 45 days before the planned implementation. Examples of major changes include:

- a change in the boundary of the approved service area;
- the addition of a new user;
- a change in the intended uses; and
- a change from Type I to Type II reclaimed water or vice versa.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Producer Signatory Name: Taylor Whichard

Producer Signatory Title: Public Works Director

Signature (use blue ink): _____ Date: 2/3/25

Section 11. Provider Certification

If the provider is a different entity than the producer, the provider must complete this section.

I understand that if there is a major change in the use of reclaimed water, the producer/provider must notify the TCEQ of the change at least 45 days before the planned implementation. Examples of major changes include:

- a change in the boundary of the approved service area;
- the addition of a new user;
- a change in the intended uses; and
- a change from Type I to Type II reclaimed water or vice versa.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code §305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Provider Signatory Name: Taylor Whichard

Provider Signatory Title: Public Works Director

Signature (use blue ink): _____ Date: 2/3/25

Attachment A

Core Data Form

TCEQ Use Only

TCEQ Core Data Form

For detailed instructions on completing this form, please read the Core Data Form Instructions or call 512-239-5175.

SECTION I: General Information

1. Reason for Submission (*If other is checked please describe in space provided.*)

☐ New Permit, Registration or Authorization (*Core Data Form should be submitted with the program application.*)

☐ Renewal *(Core Data Form should be submitted with the renewal form)*

☒ Other **Reuse Authorization**

2. Customer Reference Number *(if issued)*	Follow this link to search for CN or RN numbers in Central Registry**	**3. Regulated Entity Reference Number** *(if issued)*
CN 600622849		**RN 11752001**

SECTION II: Customer Information

4. General Customer Information | **5. Effective Date for Customer Information Updates** (mm/dd/yyyy) 1/17/2024

☐ New Customer ☒ Update to Customer Information ☐ Change in Regulated Entity Ownership
☐ Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)

The Customer Name submitted here may be updated automatically based on what is current and active with the Texas Secretary of State (SOS) or Texas Comptroller of Public Accounts (CPA).

6. Customer Legal Name *(If an individual, print last name first: eg: Doe, John)* *If new Customer, enter previous Customer below:*

City of Lago Vista

7. TX SOS/CPA Filing Number	**8. TX State Tax ID** (11 digits)	**9. Federal Tax ID** (9 digits)	**10. DUNS Number** *(if applicable)*

11. Type of Customer:

☐ Corporation ☐ Individual Partnership: ☐ General ☐ Limited
Government: ☒ City ☐ County ☐ Federal ☐ Local ☐ State ☐ Other ☐ Sole Proprietorship ☐ Other:

12. Number of Employees

☐ 0-20 ☒ 21-100 ☐ 101-250 ☐ 251-500 ☐ 501 and higher

13. Independently Owned and Operated?

☒ **Yes** ☐ **No**

14. Customer Role (Proposed or Actual) – *as it relates to the Regulated Entity listed on this form. Please check one of the following*

☐ Owner ☐ Operator ☒ Owner & Operator
☐ Occupational Licensee ☐ Responsible Party ☐ VCP/BSA Applicant ☐ Other:

15. Mailing Address:

5803 Thunderbird Street
Suite 101

City	Lago Vista	**State**	TX	**ZIP**	78645	**ZIP + 4**	

16. Country Mailing Information *(if outside USA)*	**17. E-Mail Address** *(if applicable)*
	taylor.whichard@lagovistatexas.gov

18. Telephone Number	**19. Extension or Code**	**20. Fax Number** *(if applicable)*

(512) 599-4179		( ) -

SECTION III: Regulated Entity Information

21. General Regulated Entity Information *(If 'New Regulated Entity" is selected, a new permit application is also required.)*

☐ New Regulated Entity ☒ Update to Regulated Entity Name ☐ Update to Regulated Entity Information

The Regulated Entity Name submitted may be updated, in order to meet TCEQ Core Data Standards (removal of organizational endings such as Inc, LP, or LLC).

22. Regulated Entity Name *(Enter name of the site where the regulated action is taking place.)*

City of Lago Vista

23. Street Address of the Regulated Entity: ***(No PO Boxes)***	21001 Seminole Drive							
	City	Lago Vista	**State**	TX	**ZIP**	78645	**ZIP + 4**	
24. County	Travis							

If no Street Address is provided, fields 25-28 are required.

25. Description to Physical Location:	N/A				
26. Nearest City			**State**		**Nearest ZIP Code**
Lago Vista			TX		78645

Latitude/Longitude are required and may be added/updated to meet TCEQ Core Data Standards. (Geocoding of the Physical Address may be used to supply coordinates where none have been provided or to gain accuracy).

27. Latitude (N) In Decimal:	30.451855		**28. Longitude (W) In Decimal:**	-97.998862	
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
30	27	6.6774	-97	59	55.9032

29. Primary SIC Code (4 digits)	**30. Secondary SIC Code** (4 digits)	**31. Primary NAICS Code** (5 or 6 digits)	**32. Secondary NAICS Code** (5 or 6 digits)
4952		221320	

33. What is the Primary Business of this entity? *(Do not repeat the SIC or NAICS description.)*

Municipal wastewater treatment

34. Mailing Address:	**5803 Thunderbird Street**							
	Suite 101							
	City	**Lago Vista**	**State**	**TX**	**ZIP**	**78645**	**ZIP + 4**	
35. E-Mail Address:	**taylor.whichard@lagovistatexas.gov**							

36. Telephone Number	**37. Extension or Code**	**38. Fax Number** *(if applicable)*
(512) 599-4179		( ) -

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form. See the Core Data Form instructions for additional guidance.

☐ Dam Safety	☐ Districts	☐ Edwards Aquifer	☐ Emissions Inventory Air	☐ Industrial Hazardous Waste
☐ Municipal Solid Waste	☐ New Source Review Air	☐ OSSF	☐ Petroleum Storage Tank	☐ PWS
☐ Sludge	☐ Storm Water	☐ Title V Air	☐ Tires	☐ Used Oil
☐ Voluntary Cleanup	☒ Wastewater	☐ Wastewater Agriculture	☐ Water Rights	☒ Other:
	WQ0011752001			R11752001

SECTION IV: Preparer Information

40. Name:	Katie Leatherwood	41. Title:	Environmental Scientist

42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address
(817) 735-7503		(817) 735-7492	katie.leatherwood@freese.com

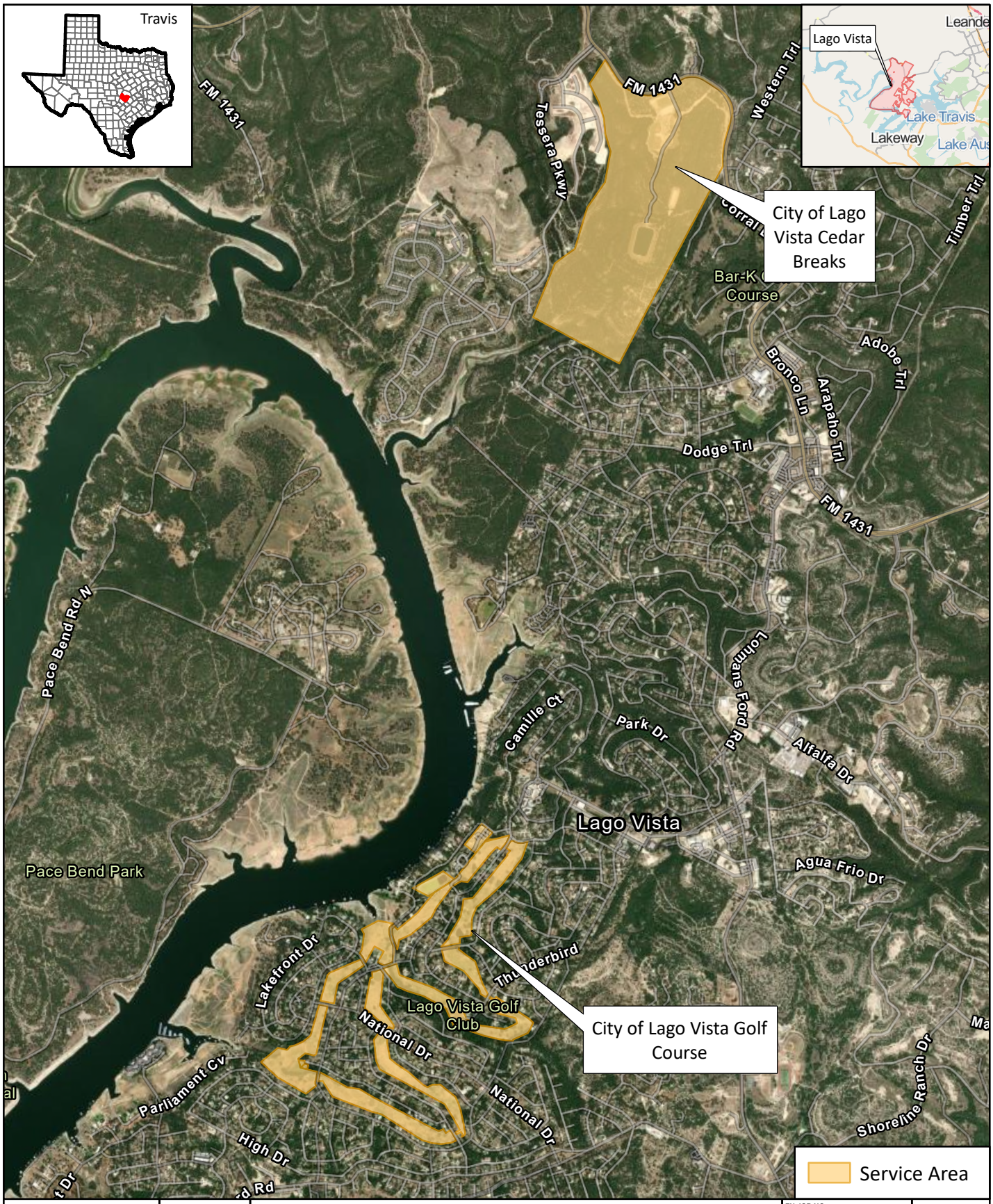
SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 6 and/or as required for the updates to the ID numbers identified in field 39.

Company:	City of Lago Vista	Job Title:	Public Works Director
Name *(In Print)*:	Taylor Whichard	Phone:	(512) 599- 4179
Signature:		Date:	2/3/2025

Attachment B

Reclaimed Water Service Area



FREESE AND NICHOLS
FREESE AND NICHOLS, INC
801 Cherry Street, Suite 2800
Fort Worth, TX 76102
Phone - (817) 735 - 7300

CITY OF LAGO VISTA

Reuse Authorization Application

Service Area

FN JOB NO	LGV23021
FILE NAME	Reuse_Application_Maps.mxd
DATE	2/28/2024
DESIGNED	CLV
DRAFTED	CLV

1 FIGURE

Path: H:\ENVIRONMENTAL\Working\Reuse_Application_Maps\Reuse_Application_Maps.aprx

Attachment C

Location of Reclaimed Water Storage Ponds



FREESE AND NICHOLS
FREESE AND NICHOLS, INC
801 Cherry Street, Suite 2800
Fort Worth, TX 76102
Phone - (817) 735 - 7300

CITY OF LAGO VISTA

Reuse Authorization Application

Water Storage Ponds

FN JOB NO	LGV23021
FILE NAME	Reuse_Application_Maps.mxd
DATE	2/28/2024
DESIGNED	CLV
DRAFTED	CLV

2
FIGURE

Path: H:\ENVIRONMENTAL\Working\Reuse_Application_Maps\Reuse_Application_Maps.aprx



FREESE AND NICHOLS
FREESE AND NICHOLS, INC
801 Cherry Street, Suite 2800
Fort Worth, TX 76102
Phone - (817) 735 - 7300

N
W E
S

CITY OF LAGO VISTA

Reuse Authorization Application

Water Storage Ponds

FN JOB NO	LGV23021
FILE NAME	Reuse_Application_Maps.mxd
DATE	2/28/2024
DESIGNED	CLV
DRAFTED	CLV

3

FIGURE

Path: H:\ENVIRONMENTAL\Working\Reuse_Application_Maps\Reuse_Application_Maps.aprx

Attachment D

Copy of Operation and Maintenance Plan

City of Lago Vista's

EFFLUENT REUSE FACILITIES

OPERATION AND MAINTENANCE PLAN

PREPARED BY CITY OF LAGO VISTA, TX

WASTEWATER DEPARTMENT

REVISED

November 2024

CITY OF LAGO VISTA WASTEWATER DEPARTMENT
EFFLUENT REUSE FACILITIES

The City of Lago Vista fully embraces responsible environmental stewardship of its resources. The City endorses the responsible use of reclaimed water by the City's wastewater plant and golf course. Delivery of reclaimed water will adhere to the tenets of the Texas Commission on Environmental Quality (TCEQ) Chapter 210; Type II uses and will be delivered when available to use.

The City of Lago Vista's Wastewater Department has developed this Operation and Maintenance Plan ("plan") for the City's effluent reuse facilities to provide for proper operation and maintenance of the City's reclaimed water facilities. The plan addresses specific issues identified in the use of reclaimed water and the methods that will be employed to minimize potential problems. The plan may be updated, with notification to the TCEQ, to reflect any changes that occur within the system.

I. REGULATORY AUTHORITY

The City of Lago Vista distributes reclaimed water (TYPE II) for beneficial reuse under the Authority of the State of Texas. In August of 2020, the TCEQ issued an updated Permit to the City of Lago Vista; below is the permit, RN and CN number as provided by TCEQ:

PERMIT #: WQ0011752001

CN: 600622849

RN: 101609683

The effluent is to be used for the following Type II uses, as defined in Title 30 of the Texas Administrative Code (30 TAC), Chapter 210, and as permitted in the authorization of reuse on The City of Lago Vista's Golf course, Highland Lakes Golf Course and Cedar Breaks effluent pond. This includes irrigation in areas where the public is not present during the time when irrigation takes place or other uses where the public would not come in contact with the reclaimed water.

II. GENERAL REQUIREMENTS

A. The City of Lago Vista shall use the reclaimed water in accordance with this agreement, City ordinances and 30 TAC Chapter 210 relating to reclaimed water.

B. The City of Lago Vista will be liable for misapplication of reclaimed water. The City of Lago Vista is responsible for ensuring that reclaimed water overflow, crop stress and undesirable soil contamination does not occur.

C. There shall be no nuisance conditions resulting from The City of Lago Vista distribution, use and/or storage of reclaimed water.

D. Reclaimed water shall not be utilized in a way that degrades ground water quality to a degree adversely affecting its actual or potential uses.

E. Reclaimed water managed in storage ponds must be prevented from discharge into waters in the State, except for discharges directly resulting from rainfall events or in accordance with a permit issued by TCEQ. All other discharges are unauthorized. If any unauthorized overflow of storage ponds occurs causing discharge into or adjacent to waters in the State, the City of Lago Vista shall report any noncompliance to TCEQ within five working days of awareness of the overflow. The written submission of such information shall be provided to the TCEQ regional office and to the Austin office Water Enforcement Section (MC-149) and shall contain a description of the noncompliance and its cause; the potential danger to human health or safety or the environment; the period of noncompliance including exact time and dates; if the noncompliance has not been corrected, the anticipated time it is expected to continue and steps taken or planned to reduce, eliminate and prevent recurrence of noncompliance and to mitigate its adverse effects.

F. The City of Lago Vista shall provide reasonable control of the application rates for reclaimed water applied to irrigation areas (metered). These controls shall be used for permit usage and

amount used to each area. The meter(s) will be calibrated annually.

III. LABELING AND SEPARATION OF FACILITIES

A. All of Lago Vista's reclaimed water facilities shall be labeled and separated from potable water distribution facilities for the prevention of cross connection between reclaimed water lines and potable water lines.

B. Reclaimed water piping shall be separated from potable water piping when trenched by a distance of at least nine feet.

C. All exposed piping, hose bibs and faucets shall be purple and designed to prevent connection to a standard water hose. All buried piping installed after the effective date of these rules shall be one of the following: manufactured in purple, purple fusion-bonded epoxy coated or bagged in purple. All exposed piping should be stenciled with a warning reading "NON-POTABLE WATER."

D. The City of Lago Vista will install the following where reclaimed water is stored or where there is a hose bib or faucet. Signs having a minimum size of eight inches shall be posted at all reclaimed water storage ponds and tanks, and reclaimed water hose bibs and faucets in English and Spanish reading, "DO NOT DRINK WATER", "NO TOME EL AGUA" or similar warning.

IV. ACCESS TO RECLAIMED WATER FACILITIES

A. Reclaimed water facilities shall be secured to prevent unauthorized access. Such facilities shall be fenced and locked to restrict access to authorized users and shall be clearly labeled.

V. PREVENTION OF HUMAN EXPOSURE

A. Reclaimed water shall be used in such a manner that will minimize the risk of inadvertent human exposure.

B. There shall be no offsite discharge either airborne or runoff. Reclaimed water shall stay within the City's property.

C. Irrigation systems shall be designed so that the irrigation spray does not reach any privately owned premises outside the designated irrigation area.

D. There shall be no application of reclaimed water when the ground is saturated or frozen.

VI. RECLAIMED WATER QUALITY

A. Reclaimed water shall be monitored in accordance with the sampling frequencies and water quality standards specified in 30 TAC, Chapter 210 for Type II uses as applicable.

B. Water quality standards: the following are numerical parameter limits pertaining to Type II reclaimed water use. At a minimum, the reclaimed water shall, on a 30 day average have a quality of:

TSS:	15 milligrams per liter (mg/l)
BOD:	10 mg/l

C. The pH shall not be less than 6 standard units nor greater than 9 standard units. The effluent shall be chlorinated in a chlorine contact chamber to a residual of 1.0 mg/l with a minimum detention time of 20 minutes. If the effluent is to be transferred to a holding pond or tank, re-chlorination prior to the effluent being delivered into the irrigation system will be required.

VII. MONITORING, SAMPLING AND ANALYSIS

A. The City shall sample and analyze the reclaimed water prior to distribution to ensure that the water quality is in accordance with the intended TYPE II use. Analytical methods shall be in accordance with those specified in 30 TAC, Chapter 319 (General Regulations incorporated into permit). The minimum sampling and analysis frequency for Type II is once per week. The samples shall be taken after the final treatment unit of the respective wastewater treatment plant. Records shall be maintained on a monthly basis and be available at the plant site for inspection by authorized representatives of TCEQ for at least five years.

B. Any City Reclaimed Water Facility using Chlorine gas shall have an automatic leak detection system or shall adopt and implement a monitoring plan approved by TCEQ.

VIII. OPERATION AND ROUTINE MAINTENANCE

A. A preventive maintenance program designed and implemented by the City shall ensure the continued operation of all system elements within the requirements of TCEQ.

B. The City shall perform regular maintenance, in accordance with 30 TAC Chapter 210.25.b, of all signs at all storage areas, hose bibs, faucets and other points of access to reclaimed water.

C. The City shall operate and maintain the pumps and control systems so that any effluent pond is not overfilled so as to discharge into the downstream watercourse, except for discharges directly resulting from rainfall events. All other discharges are unauthorized, and if such a discharge occurs that results in a discharge into or adjacent to waters of the State, it must be reported within twenty-four hours to TCEQ (5 days for written response).

D. All materials and equipment used for construction, maintenance and repair of reclaimed water facilities shall be in accordance with provisions of 30 TAC Chapters 210 and 217 and with approved plans and specifications.

E. Operate and maintain all pumping facilities, piping and controls using routine maintenance schedules and preventive maintenance on all mechanical equipment as specified by the manufacturer.

IX. TRAINING AND SAFETY

A. It shall be the responsibility of the City to ensure that all Operations Personnel are trained in and familiarized with the use of recycled water, and are familiar with all pertinent information contained in the Agreement and those applicable portions of 30 TAC Chapter 210.

B. Training in the safe and proper operation and maintenance of reclaimed water facilities and the proper use of reclaimed water shall be performed and documented at least annually by the City.

From: Taylor Williamson <Taylor.Williamson@tceq.texas.gov>

Sent: Thursday, January 2, 2025 11:59 AM

To: Kevin Sullivan <Mayor@lagovistatexas.gov>; Taylor Whichard <Taylor.Whichard@lagovistatexas.gov>

Subject: Notice of Enforcement for City of Lago Vista TCEQ Investigation No. 2021186

Good morning,

My name is Taylor Williamson. I am an Enforcement Coordinator with the Texas Commission on Environmental Quality (TCEQ) Enforcement Division. I am contacting you regarding a Notice of Enforcement (NOE) that was issued on November 1, 2024, for the City of Lago Vista WWTP located in Travis County. I will be the best point of contact if you have any questions regarding the case development process or status of the case.

At this point, I will begin preparing a Proposed Agreed Order for expedited settlement that will detail the violations addressed, an administrative penalty, and technical requirements to return to compliance. Once you receive the Proposed Agreed Order, you will have a couple different options for settlement, including a Supplemental Environmental Project ("SEP"), inability to pay, and an interest-free payment plan. We can discuss this in more detail at that time.

In the meantime, you may send me any relevant compliance documentation showing efforts made and any costs incurred to address the violations referenced in the NOE. This may or may not affect the assessed penalty. Let me know any specific corrective actions that have been taken. If you have nothing further to disclose, no further action is needed on your behalf until the Proposed Agreed Order is mailed.

Please verify your contact information and let me know if you have any questions.

Regards,

Taylor Williamson

Enforcement Coordinator

Water Section | Enforcement Division

Texas Commission of Environmental Quality

Office (512)-239-2097Taylor.Williamson@tceq.texas.gov

TCEQ logo

Jon Niermann, *Chairman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
Kelly Keel, *Executive Director*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

November 1, 2024

CERTIFIED MAIL 9489 0090 0027 6008 0852 43
RETURN RECEIPT REQUESTED

The Honorable Kevin Sullivan
Mayor of Lago Vista
5803 Thunderbird Street
Lago Vista, Texas 78645

Re: Notice of Enforcement for Compliance Investigation at:
Lago Vista Wastewater Treatment Plant, located 21001 Seminole Drive, Lago Vista, Texas 78645, Regulated Entity No.: 101609683, TCEQ ID No.: WQ0011752001, Investigation No.: 2021186

Dear Mayor Sullivan:

On September 11, 2024, Michael Tucker of the Texas Commission on Environmental Quality (TCEQ) Austin Region Office conducted an investigation of the above-referenced regulated entity to evaluate compliance with applicable requirements for wastewater. During this investigation, certain outstanding alleged violations were documented. Enclosed is a summary which lists the investigation findings. Additional recommended corrective actions may be provided by the Enforcement Division.

In the listing of the alleged violations, we have cited applicable requirements, including TCEQ rules. Please note that both the rules themselves and the agency brochure entitled *Obtaining TCEQ Rules* (GI 032) are located on our agency website at http://www.tceq.state.tx.us for your reference. If you would like a hard copy of this brochure mailed to you, you may call and request one from either the Austin Region Office at (512) 339-2929 or the Central Office Publications Ordering Team at 512-239-0028

One or more of the violations documented during the subject investigation includes unauthorized activity and you are hereby advised that continued operation is not authorized.

Also, please be advised that the Legislature has granted enforcement powers to the TCEQ to carry out its mission to protect human health and the environment. Due to the apparent seriousness of the alleged violations, formal enforcement action has been initiated, and additional violations may be cited upon further review. We encourage you to immediately begin taking actions to address the outstanding alleged violations.

In responding with prompt corrective action, the administrative penalty to be assessed may be limited.

The Commission recognizes that the great majority of the regulated community wants to prevent pollution and to comply with environmental laws. We dedicate considerable resources toward making voluntary compliance achievable. But where compliance has not been met it is

Summary of Investigation Findings

CITY OF LAGO VISTA WWTP **Investigation # 2021186**

Investigation Date: 09/11/2024

, TRAVIS COUNTY,

Additional ID(s): R11752001
WQ0011752001

OUTSTANDING ALLEGED VIOLATION(S) ASSOCIATED TO A NOTICE OF ENFORCEMENT

Track No: 896042 **Compliance Due Date: To Be Determined**
30 TAC Chapter 305.125(5)

PERMIT WQ0011752001, OPERATIONAL REQUIREMENT NO. 1

Alleged Violation:

Investigation: 2021186 Comment Date: 10/21/2024

Failed to properly operate and maintain the facility. Specifically, pond 14 is nonoperational due to leak.

Recommended Corrective Action: Submit documentation demonstrating that pond 14 has been repaired and returned to service.

Additional technical requirements may be required by the TCEQ Enforcement Division.

Track No: 896044 **Compliance Due Date: To Be Determined**
30 TAC Chapter 305.125(5)

PERMIT WQ0011752001, SPECIAL PROVISION NO. 3
PERMIT WQ0011752001, OPERATIONAL REQUIREMENT NO. 1
PERMIT WQ0011752001, SPECIAL PROVISION NO. 25
PERMIT WQ0011752001, SPECIAL PROVISION NO. 10

Alleged Violation:

Investigation: 2021186 Comment Date: 10/21/2024

Failed to properly operate and maintain the facility. Specifically, the "Cedar Breaks" disposal site is not being operating as required. An estimated 25-50% of the water cannons are not functioning. Additionally, the water cannons are not being regularly rotated by staff. These issues have caused the death of the required crop by over watering.

Recommended Corrective Action: Submit documentation demonstrating that all of the Cedar Break's water cannons have been evaluated, and repaired or replaced as necessary, and returned to service. Submit documentation demonstrating that the facility is being operated as intended. Specifically, demonstrate that water cannons are being rotated as designed to prevent over watering.

Additional technical requirements may be required by the TCEQ Enforcement Division.

Track No: 896051 **Compliance Due Date: To Be Determined**
30 TAC Chapter 305.125(11)(B)
30 TAC Chapter 319.7(c)

PERMIT WQ0011752001, MONITORING REQUIREMENT NO. 1

Alleged Violation:

Investigation: 2021186 Comment Date: 10/21/2024

Failed to conduct effluent monitoring or maintain records. Specifically, effluent monitoring records for the 12 months preceding the investigation were requested on September 25, 2024, October 4, 2024, October 7, 2024, and October 9, 2024 and no response was received.

Recommended Corrective Action: Submit three consecutive months of compliant effluent monitoring records.

Additional technical requirements may be required by the TCEQ Enforcement Division.

Summary of Investigation Findings

CITY OF LAGO VISTA WWTP **Investigation # 2021186**

Investigation Date: 09/11/2024

, TRAVIS COUNTY,

Additional ID(s): R11752001
WQ0011752001

ALLEGED VIOLATION(S) NOTED AND RESOLVED

Track No: 883780

30 TAC Chapter 217.203(d)(1)
30 TAC Chapter 217.203(e)
30 TAC Chapter 305.125(1)
30 TAC Chapter 305.125(5)

PERMIT WQ0011752001, Operational Requirements No. 1

Alleged Violation:

Investigation: 1976188 Comment Date: 06/25/2024

Failure to properly operate and maintain the WWTF and all of its systems of collection, treatment, and disposal. Specifically, the pond liner for the WWTF's Cedar Breaks Effluent Storage Pond failed. Type II treated effluent from the pond was leaking into the underdrain system and discharging into a natural drainage channel and subsequently into Lake Travis.

Investigation: 2021186 Comment Date: 10/21/2024

Failure to properly operate and maintain the WWTF and all of its systems of collection, treatment, and disposal. Specifically, the pond liner for the WWTF's Cedar Breaks Effluent Storage Pond failed.

Recommended Corrective Action: Submit adequate documentation demonstrating that the existing pond liner has been repaired or replaced with a pond liner meeting the requirements established under 30 Texas Administrative Code (TAC), Chapter 217.203(d)(1) and 30 TAC, Chapter 217.203(e).

Resolution: Repairs to the Cedar Breaks effluent storage pond liner were observed during the investigation.

Submittal

I, William Moriarty, as the designated authorized representative of the Lago Vista, hereby approve and authorize the submission of this project information form to the Texas Water Development Board. I certify that all information contained herein is true and correct to the best of my knowledge. I understand the failure to submit a complete project information form by the stated deadlines may result in the withdrawal of the form without review.

Submitted by William Moriarty
Telephone Number (512) 422-3731
Submitted date 2024-02-02 09:27:02.347

TEXAS WATER DEVELOPMENT BOARD

OLA ID 2150747
PIF No. Not Assigned Yet
Entity Name: Lago Vista
Project Name: Lago Vista Water Treatment Plant Expansion

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    Document - PWSWaterStoreCapLessMin
    Document - PWSDistPressLessTwentyPsi
    Document - PWSDistPressLessThirtyFivePsi
Rating Criteria for All Projects - Effective Management
    Document - CybersecurityAwarenessPlan
Green Project Information
Refinancing.
Readiness to Proceed to Construction
Estimated Costs
    Document - EstimatedCostsSignature
Submittal

General Information

Project Information

Funding Type DWSRF
Project Category PWS
Are you a first time Applicant? N

Contact Information

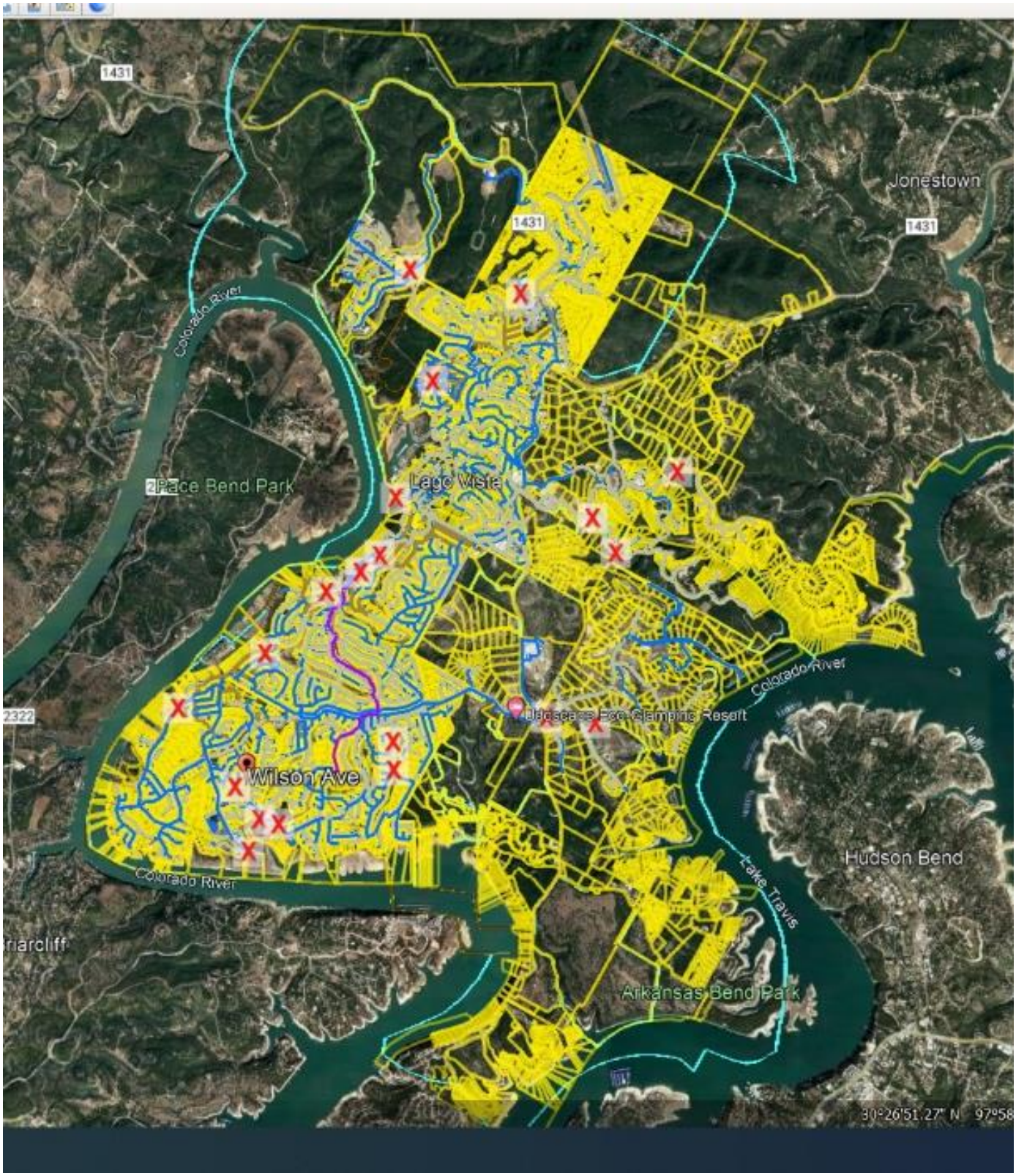
County Travis County
PWS ID No.
CCN No.

Entity Contact Information	Engineering Firm Contact Information
Name of Entity Lago Vista	Name of New Entity
Prefix Mr.	Prefix Mr.
First Name Taylor	First Name William
Last Name Whichard	Last Name Moriarty
Addr 1 5803 Thunderbird Street	Addr 1 1004 Jousting Place
Addr 2	Addr 2
City Lago Vista	City Austin
State TX	State TX
Zip 78645-4179	Zip 78746-0000
Phone (512) 599-4179	Phone (512) 422-3731
Fax	Fax
Suffix	Suffix
OrgName	OrgName
DeptName	DeptName
Title Director of Public Works	Title Application Engineer
Email taylor.whichard@lagovistatexas.gov	Email wmoriarty08@gmail.com
	Firm Name Moriarty & Assoc. LLC
Make Changes Y	Make Changes Y
No Entity TxWISE Id	No Engineering TxWISE Id

Entities must be registered in SAM.gov to receive SRF financial assistance. Is your entity registered? Y
If yes, provide the SAM.gov number: DQFMET8NNL23

Service Area

Population Served 9,001
Total Household Connections 7,000


1431
Jonestown
1431
1431
Colorado River
Pace Bend Park
Lago Vista
Colorado River
Wilson Ave
Colorado River
Hudson Bend
Lake Travis
Arkansas Bend Park
30°26'51.27" N 97°58

Previous PIF

Previous PIF N

Project Description

Project Name Lago Vista Water Treatment Plant Expansion

Project Short Desc Upgrading WTP#3 capacity to satisfy water production needs through the 2033 planning scenario.

Project Long Desc The Lago Vista Water Treatment Plant #3 expansion consists of a 4 MGD increase in capacity and an expansion at the WTP33 high service pump station to include two additional 3,000 gallon per minute pumps. The project also consists of upgrading emergency power to supply the expansion and installing a 16-inch watermain along Lohman Ford to connect WTP#3 distribution system with WTP #1.
The project also includes an Asset Management Program.

What is the need for the proposed project? Please describe any current Health and Compliance Factor and/or MCL Violations and physical deficiencies. The project is needed to supply safe drinking water to this growing community.

DW Cost Category TREATMENT
DW Cost Category TRANSMISSION
Is the proposed project Urgent Need? N

Is the proposed project involving first time service? N

Rating Criteria for PWS Projects

Total Storage Capacity (in gallons) 2720000.00

Total Production Capacity (MGD) 4.00

A. Has the entity’s system experienced documented instances of water contaminants exceeding the primary or secondary maximum contaminant level (MCL)? N

B. Has the entity’s system experienced documented outages in the water distribution system? Y

C. Is the system’s required production capacity equal to or more than 85% of the total documented production capacity? N

D. Is the system’s required treated water storage capacity equal to or more than 85% of the total storage capacity (including total storage, elevated storage, and/or pressure tank)? Y

E. Has the system experienced distribution system disinfection residuals of less than 0.2 mg/l free chlorine or 0.5 mg/l chloramines as applicable? N

F. Has the system experienced documented instances of water distribution pressures:
1. less than 20 PSI? Y

2. less than 35 PSI? Y

G. Does this project include water loss mitigation? N

H. Will the proposed project benefit any other public water systems (i.e., one the entity is currently serving or proposes to serve)? N

LV Town Hall: Decade-old ‘bandaid’ repairs led directly to LV August water crisis

Writer's picture: North Shore Democrats of Travis County

North Shore Democrats of Travis County

Oct 23, 2023

by Mike Killalea, NSD president

The city of Lago Vista kicked the water can down the road one time too many back in 2013 by pursuing a “bandaid” solution to that decade’s water outage, said Director of Public Works Taylor Whichard. Whichard, who has held his job only since April 2022, detailed the causes of the August 2023 water outage, as well as steps to repair the problem, and the path forward (1).

The presentation was insightful, although some information was less than perfectly understandable to lay people.

The pump failures at LV Water Treatment Plant 1 kicked off a nearly month-long partial water shutdown for its residents — and during an unprecedented heat wave. It resulted in repairs costing the city $86,734, Whichard reported.

While water for household use was permitted, the city forbade citizens from any outdoor use, such as irrigating lawns, car washing, and even hand-watering plants. (Anyone paying attention could easily observe, though, that the city has its share of folks who apparently flaunted or were unaware of the restrictions.)

Whichard also pointed to poor past record management. “This effectively caused us to walk into this issue blind,” he said, which cost time. “The biggest issue we ran into was the schedule of seven different contractors …. We were at these contractors’ mercy.”

What happened exactly?

Whichard’s complete presentation is available at the link at the end of this article. His detailed presentation walked through history of the city’s intake 1, the resolution of the

crisis, lessons learned, and the path forward. His presentation spanned about 20 minutes, with questions during the remaining 40 minutes.

While this town hall had been well publicized, and despite the August uproar, few citizens actually turned up at City Hall in person, nor does there seem to have been a huge outpouring online. (Complete disclosure: I confused the times, and did not appear, either.)

In brief, pump 1 in early August ceased pumping altogether, and pump 3 was pumping at reduced capacity. Pump 3 failed completely on Aug 5. Three pumps were replaced.

“It was determined that at current demand, the city would be at risk of a city-wide boil-water notice, if emergency restrictions weren’t implemented,” Whichard said.

This prompted the city to issue two “reverse 911s” to notify residents.

In the end, the repair teams uncovered multiple issues, including the now-infamous freshwater sponges, broken flex hoses (one of which Whichard characterized as “flayed open”), “fried” electrical components,” and a lack of parts.

Pump 1’s issues were stubborn, and it was not fully up and running until Aug 30. The next day, all restrictions were lifted.

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“This will allow the barge to move as the lake goes,” Whichard said. The barge sucks water from Lake Travis to the city’s treatment plants.

Other permanent needs, he said, are:

Install separate electrical control panel and SCADA (supervisory control and data acquisition) package for barge;

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These repairs are currently out for bids, City Manager Tracie Hlavinka said at the town hall.

What caused the breakdown?

While a formal failure report is forthcoming, Whichard said the base cause is that the pumps were “essentially starved of water causing them to overwork.” This resulted from a combination of low lake levels, a closed lower intake screen (unbeknownst to staff), the previously mentioned undocumented four-inch holes cored into the bottoms of two casing strings; and marine debris being sucked into the pumps through the four-inch hole.

How much water?

The amount of water usage in drought-ridden Central Texas is increasingly under scrutiny. In 2022, the latest year for which records are available, the annual average water usage in Lago Vista was about 46 million gallons per month, Whichard told me. The intake pipe sits at about 605-615 mean sea level.

City of Lago Vista

Water Storage Equal to or More than 85%

85% = 1.98 MG – current Storage capacity 2.32MG

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Rating Criteria for All Projects - Effective Management

A. Asset Management

1 a. In the past 5 years, has an asset management plan been adopted by the entity’s governing body that incorporates an inventory of all assets, an assessment of the criticality and condition of the assets, a prioritization of capital projects needed, and a budget? Note: A Capital Improvement Plan (CIP) alone does not constitute an asset management plan. N

b. If “No," is the entity planning to prepare an asset management plan as part of the proposed project? If so, include language in the Project Description that states this. Y

2. Has asset management training been administered to the entity’s governing body and employees? N

B. Water Conservation

Does the proposed project address specific targets, goals, or measures in a water conservation or drought contingency plan that has been adopted by the entity’s governing body within the past five years? N

C. Reclaimed Water

Does the proposed project involve the use of reclaimed water where such infrastructure mitigates the need for additional potable supply? N

D. Energy Efficiency

Does the proposed project address a specific goal(s) in a system-wide or plant-wide energy assessment, audit, or optimization study that has been conducted within the past three years? N

E. Implementation of Water Plans

Does the proposed project implement elements contained in a state or regional water plan, watershed protection plan, integrated water resource management plan, regional facility plan, regionalization or consolidation plan, finalized Economically Distressed Areas Program (EDAP) facility plan, or a total maximum daily loads (TMDL) implementation plan? N

F. Cybersecurity Awareness

In the past five years, has a Cybersecurity Awareness Plan been adopted by the entity’s governing body? Y
If 'Yes', attach the cover page, table of contents, and highlighted pages of the entity’s adopted Cybersecurity Awareness Plan.

CITY OF
LAGO VISTA
TEXAS

City of Lago Vista Cybersecurity Awareness Plan Summary

The City of Lago Vista employs multiple Cybersecurity training awareness platforms and protections across the whole organization. Every new employee is required to complete a cybersecurity test before being allowed access to any city computer device that is connected to the network. Every few months the IT department will send out fake phishing attempts based on what new trends are being used in the wild. These are targeted to keep employees educated as to what bad actors are using in the wild. If an employee falls victim to one of our fake attempts, we assign further training exercises to them to further educate them. We have yearly Cybersecurity training for all employees which is mandatory across the board. Continual training throughout the year is carried out for all employees so they are prepared on any new emerging threats.

All computer systems have multiple security software installed to prevent attacks and are continuously monitored 24x7 and IT staff are notified immediately if anything is triggered. There are firewalls on the devices and from the perimeters, also intrusion detection systems, Anti-virus, Anti-malware, Anti-Spyware, ransomware protection, DNS filtering and vulnerability management.
All email is monitored through Microsoft 365 online Exchange services for online threats and spam and all passwords and identities are set with MFA using Microsoft Authenticator app. All devices must comply to our security policies or they are denied access to our assets, this includes mobile devices.
All mission critical servers are backed up locally and offsite in case of a disaster using a bare metal restoration software. Also servers can be restored using VM software if needed.

Green Project Information

A. Does the proposed project contain, either partially or completely, green elements as defined by the Green Project Information Worksheets? N

Refinancing.

Will DWSRF funds be used to refinance existing debt related to this project and received from a source other than the TWDB? N

Readiness to Proceed to Construction

A. Permitting

Have all applicable permitting aspects of the project, including acquisition of water rights and/or Certificate of Convenience and Necessity (CCN), or TCEQ approval and completion of piloting been achieved? N
* If “No,” identify in the space below each federal, state or local permit, license or other authorizations needed for the project and the status of each. TCEQ

B. Land Acquisition

Have all land acquisitions and easements necessary to complete the project been obtained? Y

1. Have you completed the design process including full development of plans and specifications? (If “No,” proceed to Question 2. If “Yes,” proceed to Question 4.) N

2. Has design work progressed beyond preliminary design? N

C. Design

3. Will design work be initiated after the TWDB releases design funds for this project? Y

4. For membrane plants, SWTP, water wells, treatment changes, or intake structures, has TCEQ approved plans and specs? N

D. Environmental Review

1. Have you received a Finding of No Significant Impact (FNSI), Categorical Exclusion (CE), a Record of Decision (ROD), or an environmental determination prepared by another entity in compliance with the National Environmental Policy Act (NEPA) for this project? For projects that

may qualify for a FNSI, please review 31 TAC §371.43; or that require a CE, review 31 TAC §371.42; or that require a ROD, review 31 TAC §371.46; or that have a determination by another entity, review 31 TAC §371.50. N

2. If an environmental finding has not been issued, does your project meet the criteria to receive Categorical Exclusion as defined at 31 TAC §371.42? Y

3. Can you submit an environmental report with the completed loan application that documents coordination with agencies has proceeded sufficiently to determine that no major issues remain? N

4. Will the environmental review be initiated after the TWDB releases planning funds for this project? N

E. Does the project have an approved Engineering Feasibility Report (EFR)? Y

F. Construction Phase

Start Date (mm/dd/yyyy) 02-12-2027

Completion Date (mm/dd/yyyy) 02-15-2030

G. Project Bidding and Contracts

Will the proposed project be ready to advertise for construction bids immediately following a funding commitment for construction costs? N

If you are seeking reimbursement for eligible planning and/or design costs, was the work performed in compliance with applicable state law and federal crosscutters, including procurement following Disadvantaged Business Enterprise (DBE) requirements? Please visit the TWDB's DBE web page for more information.

How many months will it take to close the loan after receiving a funding commitment? Projects deemed ready to proceed to construction must be able to expend funds quickly after receiving a funding commitment. 4

Estimated Costs

Seeking planning funding N

Seeking acquisition funding N

Seeking design funding Y

Seeking construction funding Y

Cost Category	(a) Planning	(b) Acquisition	(c) Design	(d) Construction	(e) Total (a)+(b)+(c)+(d)
Treatment	$0	$0	$0	$18,000,000	$18,000,000
Transmission and Distribution	$0	$0	$0	$2,000,000	$2,000,000
Source	$0	$0	$0	$0	$0
Storage	$0	$0	$0	$0	$0
Purchase of System	$0	$0	$0	$0	$0
Restructuring	$0	$0	$0	$0	$0
Land Acquisition	$0	$0	$0	$0	$0
Source Water Protection	$0	$0	$0	$0	$0
Engineering	$0	$0	$3,000,000	$0	$3,000,000
General, Legal, Financial	$0	$0	$0	$300,000	$300,000
Contigency	$0	$0	$500,000	$3,000,000	$3,500,000
Other (Describe Cost)	$0	$0	$0	$0	$0
Subtotal (Add all rows above)	$0	$0	$3,500,000	$23,300,000	$26,800,000
Financing from Local Funds	$0	$0	$0	$0	$0
Financing from Other Funds	$0	$0	$0	$0	$0
Subtotal, SRF-Funded Amount	$0	$0	$3,500,000	$23,300,000	$26,800,000

Green component costs as a percentage of "Subtotal, SRF-Funded Amount" 0%

Anticipated Commitment(s) ONETIME

Up to date financial audits for your entity are required for funding to be awarded. When was the most recent financial audit that your entity completed? Enter MM/DD/YYYY. 03-21-2024

The last rate increase was completed on (MM/DD/YYYY): 01-01-2020

PIF Estimated Costs - #2150747

Entity Name: Lago Vista
New Entity Name: null
Project Name: Lago Vista Water Treatment Plant Expansion

Report generated by: TWDB4WVPRODOLA3$, Mon Feb 24 15:47:45 CST 2025

Please review the estimated costs below, then sign and upload.

Signature_____

Seeking planning funding N
Seeking acquisition funding N
Seeking design funding Y
Seeking construction funding Y

Cost Category	(a) Planning	(b) Acquisition	(c) Design	(d) Construction	(e) Total (a)+(b)+(c)+(d)
Treatment	$0	$0	$0	$18,000,000	$18,000,000
Transmission and Distribution	$0	$0	$0	$2,000,000	$2,000,000
Source	$0	$0	$0	$0	$0
Storage	$0	$0	$0	$0	$0
Purchase of System	$0	$0	$0	$0	$0
Restructuring	$0	$0	$0	$0	$0
Land Acquisition	$0	$0	$0	$0	$0
Source Water Protection	$0	$0	$0	$0	$0
Engineering	$0	$0	$3,000,000	$0	$3,000,000
General, Legal, Financial	$0	$0	$0	$300,000	$300,000
Contigency	$0	$0	$500,000	$3,000,000	$3,500,000
Other (Describe Cost)	$0	$0	$0	$0	$0
Subtotal (Add all rows above)	$0	$0	$3,500,000	$23,300,000	$26,800,000
Financing from Local Funds	$0	$0	$0	$0	$0
Financing from Other Funds	$0	$0	$0	$0	$0

Subtotal, SRF-Funded Amount	$0	$0	$3,500,000	$23,300,000	$26,800,000

Submittal

I, NO SUBMITTED NAME ENTERED, as the designated authorized representative of the Lago Vista, hereby approve and authorize the submission of this project information form to the Texas Water Development Board. I certify that all information contained herein is true and correct to the best of my knowledge. I understand the failure to submit a complete project information form by the stated deadlines may result in the withdrawal of the form without review.

Submitted by NO SUBMITTED NAME ENTERED
Telephone Number NO SUBMIT PHONE NUMBER ENTERED
Submitted date NO SUBMIT DATE ENTERED

AGENDA ITEM NO. 16

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2025

SUBMITTED BY: Mayor Sullivan, City Council

SUBJECT: Discussion, consideration and possible action regarding **Resolution No. 25-2121** to appoint a new Airport Advisory Board Council Liaison.

BACKGROUND: During the Strategic Planning meetings on February 25th, and 26th, Councilman Durbin decided to step down as the Council Liaison to the Airport Advisory Board.

Councilor Durbin was appointed to this position at the December 5th, 2024 City Council meeting.

FINANCIAL IMPACT: N/A

ATTACHMENTS:
2025-03-06 _ Res No. 25-2121 _ AAB Council Liaison Appointment.pdf

CITY OF LAGO VISTA, TEXAS

RESOLUTION NO. 25-2121

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS APPOINTING AN INDIVIDUAL TO SERVE AS COUNCIL LIAISON TO THE AIRPORT ADVISORY BOARD FOR THE REMAINING 2025 CALENDAR YEAR

WHEREAS, in accordance with Section 7.8 of the City's Rules of Procedure, the Council may appoint individual Council Members to serve as a liaison to City boards, committees, and commissions, as well as county-wide, regional and local community organizations; and

WHEREAS, Council liaisons serve an important role to be a resource to support the committee, commission or board and to be eyes and ears for the Council to community organizations; and

WHEREAS, in accordance with paragraph 7.8(6)(a), after elections each November, city council members will discuss each committee, current liaison assignments, proposed changes, and make liaison assignments for the upcoming year; and

WHEREAS, Council finds it prudent to assign a member to serve as liaison to the Airport Advisory Board to fulfill the duties and responsibilities in accordance with the City's Rules of Procedure for the 2025 calendar year; and

WHEREAS, Councilor Durbin was appointed as Council Liaison for the Airport Advisory Board at the December 5th 2024 City council meeting; and

WHEREAS, Councilor Durbin wishes to resign from this position.

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, does hereby appoint _____ to serve as Council Liaison to the Airport Advisory Board for the 2025 Calendar year.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED this 6th day of March 2025.

_____
Kevin Sullivan, Mayor

ATTEST:

_____
Maria Franco City Secretary

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

AGENDA ITEM NO. 17

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2025

SUBMITTED BY: Eric DeLaCruz, Finance

SUBJECT: Discussion, consideration, and possible action regarding the award of RFP 24-10 Short Term Rental Monitoring & Compliance, to Deckard Technologies and authorizing the City Manager to execute an agreement for such services.

BACKGROUND: The City published a Request for Proposal for a Short-Term Rental Monitoring & Compliance Software on July 29, 2024, with a closing date August 21, 2024.

There were 5 firms that submitted a proposal; Avenu Insights & Analytics, Deckard Technologies, GovOS, Inc., Granicus LLC, and Sastah Solutions. The top 2 proposals have been attached for reference.

After a recommendation from council in the November 21,2024 meeting a demo was requested from both Granicus LLC, and Deckard Technologies our top scorers. A team was created to rank the demos . The reviewers consisted of City Staff & Council Members. Individual members of the review team included Chief Boshears, Eric Zeno, Jillian Dougherty, Councilor Saum, Councilor Owen, and Councilor Benefield.

FINDINGS: After the demonstrations, Deckard Technologies was unanimously selected as the top fit for the City of Lago Vistas needs.

FINANCIAL IMPACT: Cost will be based upon different options required. All solutions from identification to compliance has no initial setup fee and an annual cost of $32,600.

This was not budgeted in the 24-25 FY.

ATTACHMENTS:
RFP 24.10 Short Term Rental Tracking Monitoring and Compliance FINAL docx.pdf
RFP No. 24-10 Deckard Technologies.pdf
Granicus Proposal to Lago Vista RFP No. 24-10.pdf
RFP 24-10 Interview Demo Scoring.pdf
RFP 24-10 Scoring Summary.pdf
RFP 24-10 Scoring Tracie .pdf
RFP 24-10 Scoring Boshears .pdf
RFP 24-10 Scoring Cole .pdf
RFP 24-10 Scoring ERic .pdf
RFP 24-10 Scoring Jillian.pdf

CITY OF
LAGO VISTA
TEXAS

REQUEST FOR PROPOSAL (RFP)

For

Project Title: Short Term Rental Tracking, Monitoring & Compliance Software

RFP No. 24-10 Request for Proposals for Short Term Rental Tracking, Monitoring & Compliance Software

Issued: July 29, 2024

Proposal Submission Deadline: August 21, 2024, 3:00pm CST Local Time

NO LATE PROPOSALS SHALL BE ACCEPTED

<table>
<tr>
<td><u>RESPONSES SHALL BE DELIVERED SEALED TO</u>:
CITY OF LAGO VISTA
City of Lago Vista
5803. Thunderbird
Lago Vista, Texas 78645

Or

Online via BidNetDirect:
http://www.bidnetdirect.com/texas/lagovista</td>
<td><u>Or RESPONSES SHALL BE MAILED TO:</u>

CITY OF LAGO VISTA
City of Lago Vista
P.O. Box 4727
Lago Vista, Texas 78645

_____</td>
</tr>
<tr>
<td>PRE-SUBMITTAL CONFERENCE WILL BE HELD VIA GoToMeeting :

N/A</td>
<td rowspan="3">NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSALS:

Contact Person: _____

Title:_____
Phone: ( )_____ Fax: ( )_____

Email:_____

Signature:_____

Printed Name:_____</td>
</tr>
<tr>
<td>FOR ADDITIONAL INFORMATION

REGARDING THIS RFP PLEASE CONTACT:
Eric De La Cruz
eric.delacruz@Lagovistatexas.gov</td>
</tr>
<tr>
<td>RETURN THIS COVER SHEET AS INTENT RESPONSE TO:
Tracie Hlavinka
City Manager
City of Lago Vista
5803 Thunderbird Street
Lago Vista, Texas 78645</td>
</tr>
</table>

REQUEST FOR Proposals

The City of Lago Vista invites participation in the Request for Proposals (RFP) for experienced and qualified firms, for the implementation of a Short Term Rental tracking, monitoring and compliance software system. The system would include end to end management of Short Term Rentals operating in Lago Vista City Limits. The City is looking to facilitate all aspects of short term rental tracking, monitoring, reporting and compliance.

1.0 SUBMISSION OF PROPOSALS

Proposals shall be submitted through one the following options: online via http://www.bidnetdirect.com/texas/lagovista , by mail to City of Lago Vista, P.O. Box 4727, Lago Vista, TX, 78645, or **SEALED** in person at City Hall, 5803 Thunderbird, Lago Vista, TX, 78645. All materials shall be PDF file format and formatted to be easily printed on standard 8.5 x11 paper.

1.1 Facsimile transmittals or offers communicated by telephone will not be accepted or considered.

1.2 If the proposer desires not to submit a Proposal at this time, but wishes to remain on the commodity notification list, please submit a "**No Quote**" response (same time/location). The City of Lago Vista is always very conscious and extremely appreciative of the time and effort expended to submit a proposal. However, on "No Quote" responses please communicate any qualification requirement(s) which may have influenced your decision to "No Quote."

1.3 If a response is not received in the form of a "Request for Proposal" or "No Quote" for three (3) consecutive proposals, Proposer shall be removed from said notification list. However, if you choose to "No Quote" at this time but desire to remain on the notification list for other commodities, please state the specific product/service for which your agency wishes to be classified.

2.0 DELIVERY OF PROPOSALS

Proposals must be received no later than **3:00 p.m., August 21, 2023**. The submitting Proposer is responsible for the means of delivering the Proposal to the location listed in paragraph 1 on time. Delays due to any instrumentality used to transmit the Proposals including delay occasioned by the Proposer or faults in email delivery will be the responsibility of the Proposer. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date recorded on the envelope of the submittal is the official clock for determining whether submittals are submitted timely. Proposals will not be opened until after the submittal deadline. City Staff may confirm receipt of submissions upon request but will not open or otherwise confirm completeness of submissions until after the passage of the submittal deadline. **Late Proposal documents and Unsealed Proposals will not be accepted under any circumstances.**

3.0 PROPRIETARY INFORMATION

3.1 If a Proposer does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify proprietary information, it agrees that by submission of its Proposal those sections shall be deemed non-proprietary and made available upon public request.

3.2 Proposers are advised that the City, to the extent permitted by law, will protect the confidentiality of their Proposal. Proposer shall consider the implications of the Texas Public Information Act, particularly after the RFP process has ceased and the Contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the Proposer can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City of Lago Vista, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Proposer, who may then request an opinion from the Attorney General pursuant to 552.305, Texas Government Code. The City will not make a request to the Attorney General.

4.0 COMPLETION OF RESPONSES

4.1 Information presented in the Proposals will be used to evaluate the professional proposals of the Proposer(s) and to determine the Proposer(s) which will be selected to provide services to the City.

4.2 Responses shall be completed in accordance with the requirements of this RFP. Statements made by a Proposer shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

5.0 CLARIFICATIONS AND ISSUANCE OF ADDENDA

5.1 Any explanation, clarification, or interpretation desired by a Proposer regarding any part of this RFP must be requested from the City of Lago Vista at least eight (8) days prior to the published submission deadline, as referenced in Section 2.0 of this RFP.

5.2 If the City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections, or changes to the RFP made in any other manner other than writing are not binding upon the City, and Proposers shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.

5.3 Requests for explanations or clarifications should be submitted via email to Eric.DeLaCruz@lagovistatexas.gov. Emails must clearly identify the RFP Number and Title.

5.4 Any interpretations, corrections or changes to this RFP will be made by addendum. Sole issuing authority of addenda shall be vested in the City of Lago Vista. Proposers shall acknowledge receipt of all addenda within the responses.

6.0 WITHDRAWAL OF PROPOSALS

A representative of the company may withdraw a Proposal at any time **prior to** the RFP submission deadline, upon presentation of acceptable identification as a representative of such company.

7.0 AWARD OF CONTRACT

7.1 It is understood that the City reserves the right to request additional information, waive immaterial errors or omissions, to accept or reject any and all Proposals, or to re-solicit for Proposals, as it shall deem to be in the best interests of the City of Lago Vista. Receipt and consideration of any Proposals shall under no circumstances obligate the City of Lago Vista to accept any Proposals. If an award of contract is made, it shall be made to the proposer offering the most comprehensive, creative, qualified, and responsive proposal at the best value to the City. In determining the best value for the City, the City may consider:

7.1.1 the proposal Fees;
7.1.2 the reputation of the proposer and of the proposer's services;
7.1.3 the quality of the proposer 's services;
7.1.4 the extent to which the services meet the municipality's needs;
7.1.5 the proposer 's past relationship with the municipality;
7.1.6 the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
7.1.7 the total long-term cost to the municipality to acquire the services; and
7.1.8 any relevant criteria specifically listed in the request for proposals.
7.1.9 For projects over $1.5MM the municipality will attempt to award project to lowest responsible bidder.

7.2 The City reserves the right to award a single contract or multiple contracts by section listed in the Scope of Work.

7.3 Tentative Schedule of Events

RFP Release Date	7/29/2024		
Questions Submittal	8/14/2024	at 5:00 PM CST	Emailed to eric.delacruz@lagovistatexas.gov
Proposal Due Date	8/21/2024	at 3:00 PM CST	Online via BidNetDirect: http://www.bidnetdirect.com/texas/lagovista , Mail or hand deliver SEALED to City of Lago Vista 5803Thunderbird Lago Vista, Texas 78645
Proposals Opening	8/21/2024	at 3:30 PM CST	Publicly read aloud in Council Chambers

8.0 PERIOD OF ACCEPTANCE

Proposer acknowledges that by submitting the Proposal, Proposer makes an offer that, if accepted in whole or part by the City, constitutes a valid and binding contract as to any and all items accepted in writing by the City**.** The period of acceptance of proposals is one hundred and eighty (180) calendar days from the date of opening, unless the Proposer notes a different period.

9.0 TAX EXEMPTION

The City of Lago Vista is exempt from Federal Excise and State Sale Tax; therefore, tax must not be included in any contract that may be awarded from this RFP.

10.0 COST INCURRED IN RESPONDING

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of and shall be borne by the participating Proposers.

11.0 NEGOTIATIONS

The City reserves the right to negotiate all elements that comprise the successful Contractor's response to ensure that the best possible consideration be afforded to all concerned.

12.0 NON-ENDORSEMENT

If a Proposal is accepted, the successful Proposer, hereinafter "Contractor," shall not

issue any news releases or other statements pertaining to the award or servicing of the Contract that state or imply the City of Lago Vista's endorsement of the successful Proposer's services.

13.0 UNAUTHORIZED COMMUNICATIONS

After release of this solicitation, Proposers' contact regarding this RFP with members of the RFP evaluation, interview or selection panels, employees of the City or officials of the City other than the City Manager, Buyer, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Proposers shall have any contact or discussion, verbal or written, with any members of the City Council, members of the RFP evaluation, interview, or selection panels, City staff or City's Contractors, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's Contractors regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Proposers violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Proposers being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

14.0 PROJECT BACKGROUND

The City of Lago Vista, TX, is located in northwest Travis County, on the north shore of Lake Travis and has a population of over 9,000. City Council is in the process of creating a Short Term Rental Ordinance and is need of a Tracking, Monitoring, and Compliance system to track the Short Term Rentals. Currently there are estimated 300 known permitted STRs this does not include STRs that are zoned STR, which do not require permit and properties not currently reporting.

15.0 SCOPE OF WORK

The City of Lago Vista invites participation in the Request for Proposals (RFP) for experienced and qualified firms, for the implementation of a Short Term Rental (STR) tracking, monitoring and compliance software system. The system would include end to end management of Short Term Rentals operating in Lago Vista City Limits. The City is looking to facilitate all aspects of Short Term Rental tracking, monitoring, reporting and compliance.

15.1 Tracking –

- The system must be able to identify STR properties currently operating within City of Lago Vista city limits.
- Able to identify address, owner/property manager, and contact information of STR properties.
- Able to track booking information including number of occupants, and rental period.
- Ability to track booking pricing.
- Able to track location on map of STRs within specific area and identify STR hotspots (multiple STRs in localized area) within city limits.
- Track safety inspections.
- Track registration/permits for STR within city limits.

- Provide monthly estimates of HOT based on rental revenues.
- Ability to calculate amount due and outstanding balance of HOT for STR revenues.

Monitoring –

- Must be able to search and identify all online hosting platforms for STRs currently operating within city limits.
- Must be able to update data monitoring continuously.
- Monitor permit expiration.
- Monitor under- reporting of HOT.

Reporting –

- The system will need to have up to date reporting to stakeholders.
- Include maps and visuals of STR properties utilizing GIS files.
- Violation reporting and tracking.
- HOT calculations reporting by property.
- Complaint history and multiple offender properties.
- Hotline for complaints.

Compliance –

- Violation reporting and tracking.
- Ability to send alerts to STRs not in compliance.
- Ability to integrate with code enforcement regarding complaints, and violations.

Additional Inclusions –

- Include any additional offering your firm may offer to lessen staff workload.
- The system should require minimum staff involvement and should be mainly handled by firm and software.
- Include onboarding pricing and yearly pricing.
- Please breakdown pricing by category.
- Include referrals from clients.
- 1 year term with option to renew yearly

All services shall be administered in conformance with Federal and State Laws, and applicable City of Lago Vista policies and procedures.

16.0 SUBMITTALS

In order for your qualifications to be considered, the following information should be submitted with your proposal:

- **Cover Letter –** All responses must include a cover letter. The cover letter must include name, address and telephone number of the proposer, and name, title, address, telephone number, fax number and email address of the person, or persons, to contact who are authorized to represent the proposer and to whom correspondence should be directed by the City Manager.
- Provide Accessibility and Responsiveness statement detailing firm or individual's accessibility and capability to respond to the City of Lago requests. Any hours of business operations.

- Provide references from previous or current clients.
- Any additional information that the proposer feels applicable to the evaluation of the response.
- The Conclusion section may be used to address those aspects of your services that distinguish you or your firm from others.

17.0 PROPOSAL EVALUATION PROCESS

- The City Manager will receive all submitted responses. An evaluation committee will be created to review all submitted responses and may select one or more finalists for interviews. Additionally, the city manager on behalf of the evaluation committee may require submission of supplemental materials.

- An evaluation committee will evaluate the responses to this Request for Proposal, conduct interviews with one or more firm/individual, and may recommend one or more firm/individual to the City Manager for consideration with the City Council. Selection of a firm may be made without discussion with Proposers after proposal is received. Proposals should, therefore, be submitted on the most favorable terms.

- The City anticipates selecting Proposer(s) that will be recommended to the City Council for award of a contract to provide the requested services to the City of Lago Vista.

The City reserves the right to reject any or all proposals

18.0 PROPOSAL EVALUATION FACTORS

The City will evaluate responses based on the following criteria:

Evaluation Criteria

1. Pricing..... **25 points available**
2. Qualification/Experience ……...**35 points available**
3. Ability to meet the City of Lago Vista needs..... **40 points available**

19.0 INTERVIEWS AND PRESENTATIONS

In fairness to all proposers, requests for interviews prior to the closing time and date will not be permitted. Interviews with selected companies may or may not be requested by the City after the deadline for proposals. Selection may be made strictly from the information provided in the RFP. However, the City of Lago Vista reserves the right to conduct interviews with and request information from any Proposer.

20.0 BEST AND FINAL OFFER

The City reserves the right to request a best and final offer from any or all companies. Discussions in accordance with the terms of a request for proposals and with regulations

adopted by the governing body of the municipality may be conducted with Proposers who submit proposals and who are determined to be reasonably qualified for the award of the contract. Proposers shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. To obtain the best final offers, revisions may be permitted after submissions and before the award of the contract. The City also reserves the right to reject any or all proposals, with or without cause, re-issue the RFP, or proceed in any manner determined to be in the best interest of the City.

Attachment "A" Follows

Attachment "A"

OFFICIAL PROPOSAL FORM and CERTIFICATION FOR THE CITY OF LAGO VISTA, TEXAS

This certification must be submitted with the proposal.

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver FOB destination point as listed on a future Purchase Order or Notice of Award.

To furnish all materials and labor in accordance with the scope of work described in the Proposal for the specified lump sum, subject to all conditions shown therein and the City's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this Proposal document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Proposer to ensure that it has obtained such letters. By submitting a Proposal on this project, Proposer shall be deemed to have received all Letters of Clarification and to have incorporated them into its Proposal.

The City may accept this Proposal offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of said Proposal to this Proposer at any time on or before the 120th day following the day this Official Proposal Form is opened by the City. This offer shall be irrevocable for 120 days after Proposal opening, or for 90 days after City Council awards the Proposal, whichever comes last, but this period may be extended by written agreement of the parties.

THIS PROPOSER IS AND REPRESENTS THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER

The undersigned hereby offers to furnish and deliver the materials and/or services as specified at the prices and terms herein stated and in accordance with the Request for Proposal, Clarification Letters, and any General Terms and Condition Specifications that they City might have issued in connection with this solicitation, all of which are made a part of this offer.

All pages of The City of Lago Vista's form, including but not limited to the General Terms and Conditions, Specifications and page one of this Proposal invitation are incorporated by reference into this Proposal for all purposes.

NOTICE TO ALL NEW CONTRACTORS WHO HAVE NOT CONDUCTED BUSINESS WITH THE CITY OF LAGO VISTA

FEDERAL FORM W9 REQUIREMENT:

The "Request for Taxpayer Identification Number and Certification" Federal Form W-9 should be filled out and returned with your proposal. This form is available from any Federal Office or from The City of Lago Vista Finance Office and has not been included as part of this Proposal package. The form should be mailed to The City of Lago Vista, 5803 Thunderbird, Lago Vista, TX 78645.

This form is **REQUIRED** to be on file **BEFORE** we can conduct any business with any Contractor. Submitting this form will assist us in setting your company up as a certified Contractor of The City of Lago Vista.

PROPOSERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Request for Proposal. I also understand that if this proposal is accepted by The City of Lago Vista that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and The City of Lago Vista, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

Corporation ___ (The Proposal MUST be signed by an Officer of the company)

Partnership ___ (The Proposal MUST be signed by a General Partner)

Joint Venture ___ (The Proposal MUST be signed by an Officer of the company)

Sole Proprietor ___ (The Proposal MUST be signed by the Owner)

Is the company a small, minority, or woman-owned business enterprise?

MBE ___ WBE ___ SBE ___

Has the company been certified as a SMWBE by any governmental agency?

Yes ___ No ___

If yes, specify the governmental agency: _____

Date of certification: _____

LETTERS OF CLARIFICATION:

The Proposer acknowledges receipt of the following Letters of Clarification: (If you have not received any Letters of Clarification, then write NONE across the blanks). If you have received Letters of Clarification, then write beside the appropriate Letter of Clarification number the date received. ALL LETTERS OF CLARIFICATION RECEIVED SHOULD BE ATTACHED TO THE PROPOSAL.

LETTER OF CLARIFICATION # 1 _____

LETTER OF CLARIFICATION # 2 _____

LETTER OF CLARIFICATION # 3 _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

CITY/STATE/ZIP: _____

COMPANY REPRESENTATIVE

NAME: _____

TELEPHONE #: _____ FAX#: _____

EMAIL: _____

SIGNATURE: _____

DATE: _____

Attachment "B"
HB 89 Form

Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

To Be Completed By Contractor:

"I,_____(Name of certifying official), the _____ (title or position of certifying official) of_____(name of company), does hereby verify on behalf of said company to the City that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

_____
Signature of Certifying Official

_____
Title

_____
Date

ATTACHMENT "C"

CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e., The City of Lago Vista) must disclose in the Questionnaire Form CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. Bylaw, the Questionnaire must be filed with the Lago Vista City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City or submits an application or response to a Request for Proposals or bids, correspondence, or another writing related to a potential Contract with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at **http://www.ethics.state.tx.us/forms/CIO.pdf.**

Questions about compliance shall be directed to the Proposer's legal counsel.

Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense Under Chapter 176 is a Class C misdemeanor

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____

Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

ATTACHMENT "D"

CITY OF LAGO VISTA

INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed By Insurance Agent/Broker and Responder

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this proposal document. If the Proposer shown below is awarded this contract by the City of Lago Vista, I will be able to, within fifteen (15) days of notification of such award, furnish a valid insurance certificate to the City of Lago Vista meeting all the insurance requirements in this proposal.

Insurance Coverage Reviewed: _____

Agent's Name: _____

Agency Name: _____

Address: _____

City / State / ZIP: _____

Telephone No. ( ) _____ Fax No. ( ) _____

Proposer's Name and Company: _____

RFP Number and Title: _____

Insurance Agent / Broker Signature: _____ Date: _____

By submitting a proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within fifteen days of notification of award.

If the above fifteen-day requirement is not met, the City of Lago Vista has the right to reject this proposal and award the contract to the next lowest proposer meeting specifications. If you have any questions concerning these requirements, please contact the City Manager (512) 267-1155.

Proposer's Signature: _____ Date: _____

ATTACHMENT "E"

DRUG-FREE WORKPLACE CERTIFICATION

The_____(company name) will provide a Drug Free Workplace in compliance with the Drug Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on the premise of the _____ (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The undersigned Contractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the Contractor's policy statement;

Notifying the employees in the Contractor's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statue in the workplace;

Notifying the City within ten (10) days of the Contractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statue or requires such employee to participate in a drug abuse assistance or rehabilitation program.

_____

Name of Organization / Contractor(s)

_____

Signature of Authorized Representative:

_____

Date:

ATTACHMENT "F"

QUALIFICATIONS & REFERENCE SHEET

Please Complete and Return This Form with the Response

The Contractor may furnish up to a maximum of three (3) references for projects of a similar size and scope, with the following information provided for each reference:

1. Client's Name _____

   Name of Contact _____

   Title of Contact _____

   Email address _____

   Telephone Number _____

   Website URL _____

2. Client's Name _____

   Name of Contact _____

   Title of Contact _____

   Email address _____

   Telephone Number _____

   Website URL _____

3. Client's Name _____

   Name of Contact _____

   Title of Contact _____

   Email address _____

   Telephone Number _____

   Website URL _____

ATTACHMENT "G"

LAGO VISTA SERVICE AGREEMENT EXAMPLE

(TO BE COMPLETED BY THE SELECTED FIRM ONLY)

STATE OF TEXAS	**§**	
	§	**AGREEMENT FOR SERVICES**
COUNTY OF TRAVIS	**§**	

This Agreement for Services ("Agreement") is made by and between the City of Lago Vista, Texas ("City") and [Name of Entity]_____, a [Type of Entity]_____, ("Service Provider"), (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Service Provider as an independent contractor, and not as an employee, to provide the services described in Exhibit "A" (the "Scope of Services") to complete the City of Lago Vista Pool Replaster (the "Project"); and

WHEREAS, Service Provider desires to render services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I.
TERM

1.1 This Agreement shall commence on the last date of execution hereof ("Effective Date") and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Service Provider shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items or work prepared by the Service Provider in connection with this Agreement. Service Provider shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

ARTICLE II.
SCOPE OF SERVICE

2.1 Service Provider shall perform the services in connection with the Project as set forth in the Scope of Services, Exhibit "A." Service Provider shall perform the services with the professional skill and care ordinarily provided by competent professionals in the same field, as the case may be, practicing in the same or similar locality and under the same or similar circumstances.

2.2 City shall, prior to commencement of services, provide Service Provider with the information set forth in the Scope of Services, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by Service Provider in connection with the Scope of Services represent the professional judgment of the Service Provider in accordance with the standard of care applicable by law to the services performed hereunder.

2.4 Upon execution of this Agreement the City has the right to use Service Provider's instruments of service, including but not limited to reports, maps, cost estimates, recommendations, or other deliverables for the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's employees, agents, contractors, and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Service Provider hereunder, all deliverables, materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials and reports only for those purposes for which they were intended. Subject to the foregoing, Service Provider shall, upon completion of the services, or earlier termination, provide the City with the deliverables, drawings, reports, maps, and materials prepared by Service Provider as set forth in the Scope of Services. Record drawings created by the Service Provider which reflect information from the contractor/inspector shall include all plan sheets on a compact disc in a ".dwg" format and scanned 24" x 36" black & white "Tiff" images at 400 dpi resolution.

ARTICLE III.
SCHEDULE OF WORK

Service Provider agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

ARTICLE IV.
COMPENSATION AND METHOD OF PAYMENT

4.1 Service Provider will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the Service Provider shall be given one payment / deposit upon the start date of the project, and then paid the remaining amount once the project has been completed. The City shall pay such payments within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Scope of Services the Service Provider shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet, and email charges.

4.3 The project rates set forth in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established project rates shall require the prior written consent of the City.

ARTICLE V
DEVOTION OF TIME; PERSONNEL; AND EQUIPMENT

5.1 The Service Provider shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Service Provider shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with Service Provider's standard project rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Service Provider to perform the services under this Agreement, the Service Provider shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Service Provider may deem proper to aid or assist in the performance of the services under this Agreement. The Service Provider shall provide written notice to and approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Service Provider hereunder and shall not otherwise be reimbursed by the City unless provided differently herein.

5.3 The Service Provider shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

ARTICLE VI
MISCELLANEOUS

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. Service Provider may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Service Provider to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Subcontracting. If subcontracting with another company or individual is proposed, that fact, along with providing the same information for the subcontractor that is required to be provided by the Vendor under this solicitation, must be provided and clearly identified. Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.

6.4 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

6.5 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Travis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.6 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.8 Independent Contractor. It is understood and agreed by and between the Parties that the Service Provider, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Service Provider pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Service Provider shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.9 Right-of-Access. Service Provider shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Service Provider will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

Attn: Tracie Hlavinka
City Manager
Lago Vista, TX 78645
Phone: (512) 267-1155

If Intended for Service Provider:

6.11 Insurance.

(a) Service Provider shall during the term hereof maintain in full force and effect the following insurance:

Type	Amount
Workers' Compensation	Statutory
Employer's Liability	$1,000,000/$1,000,000/$1,000,000

Type	Amount
Comprehensive General Liability Including: - Premises/Operations - Products Liability/ Completed Operations - Personal & Advertising Injury - Broad form property damage, to include fire legal liability	$1,000,000 per occurrence; $2,000,000 General Aggregate or its equivalent in Umbrella or Excess Liability Coverage
Business Automotive Liability a. Owned/leased vehicles b. Non-owned vehicles Hired vehicles	$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis)
Cyber Liability a. Business Interruption b. Data loss/destruction c. Computer fraud d. Cyber Extortion Incident Response and Privacy Notification	$1,000,000
Tech E&O Liability	$1,000,000

(b) All policies of insurance shall be endorsed and contain the following provisions: (l) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Service Provider shall provide written notice to the City of any material change of or to the insurance required herein.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

(d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by the City.

6.12 Indemnification.

SERVICE PROVIDER DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR

SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE SERVICE PROVIDER, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE SERVICE PROVIDER EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE SERVICE PROVIDER'S LIABILITY.

THE SERVICE PROVIDER'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY SERVICE PROVIDER UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 HB 89 and SB 252 Certifications. If this Agreement provides for payment to Service Provider of over $100,000, Service Provider hereby certifies that Service Provider does not and will not boycott Israel during the term of this Agreement in accordance with Chapter 2270, Texas Government Code. Additionally, Service Provider hereby certifies that the Service Provider is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252, Texas Government Code.

6.16 Conflicts of Interest. By signature of this Agreement, Service Provider warrants to City that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including business or personal financial interests, direct or indirect, in property abutting the proposed project and business relations with abutting property owners, or with elected officials or employees of City. Service Provider further warrants that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this Agreement and prior to final payment under the Agreement. Service Provider warrants that it has submitted to City a completed Conflicts of Interest Questionnaire as required by Chapter 176 of the Texas Local Government Code.

6.17 Government Code Chapter 2274 Certification. If this Agreement provides for payment to Service Provider of over $100,000 and if Service Provider employs ten or more people full-time, then Service Provider, by signing below, certifies that: (1) Service Provider does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm

trade association, and (2) Service Provider will not discriminate during the term of this Agreement against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Chapter 2274.

6.18 Authority to Sign. The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.

By City:

EXECUTED this_____day of_____, 2023.

City of Lago Vista, Texas

By: _____
Tracie Hlavinka, City Manager

ATTEST:

By: _____
Lucy Aldrich, City Secretary

By Service Provider:

EXECUTED this_____day of_____, 2023.

Service Provider

By: _____

Name: _____

Title: _____

Short Term Rental Tracking, Monitoring & Compliance Software

RFP No. 24-10

City of Lago Vista, TX

August 21, 2024

presented by

RENTALSCAPE

engineered by

deckard technologies

1620 Fifth Ave • Suite 400 • San Diego, CA 92101

Rob Piskorowski
Sales Director, Central Region
(586) 215-3934
rob@deckard.com

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Cover Letter

Tracie Hlavinka – City Manager
City of Lago Vista
5803 Thunderbird Street
Lago Vista, TX 78645

Good day Tracie Hlavinka,

Thank you for the opportunity to propose Deckard Technologies' Short-Term Rental Solution, Rentalscape. Deckard Technologies was founded by Data Scientists that worked on some of the most complex and technologically advanced projects at Qualcomm. From here, Deckard Technologies understood the importance of data mining, security, ease of use, and support at an unmatched level in the industry.

Using our expertise in Artificial Intelligence, Deckard Technologies mines over 10,000 sites in the United States every day for short-term rental activity and listings. From there, Deckard is the only company that uses in-house employees to put live eyes on each listing for property verification. Using this approach, Deckard provides all our customers with the best foundation and the highest number of short-term rentals. This ensures that a level playing field with investors and homeowners is kept and the most amount of revenue is generated for Lago Vista. It's not uncommon for Deckard Technologies to identifiy up to 40% more properties than our competitors, offering a significantly higher level of accuracy in short-term rental identification.

Having an abundance of state and local government experience on the Deckard Technologies team, we understand the challenges faced and how to enhance the capabilities of our customers as efficiently as possible. Deckard Technologies has quickly grown to over 300+ jurisdictions across the country. The following are just a few of the ways that Deckard will deliver the best complete short-term rental solution for Lago Vista and your citizens:

- Shortest onboarding time in the industry
- The most advanced and accurate STR identification and verification process
- Robust and easy to use database with real time compliance status and reporting
- A dedicated account manager providing support to both city staff and short-term rental owner
- STR Registration and HOT Collection Portals

Deckard is rooted in technology to advance the services and performance of our clients. By eliminating manual processes and letting Rentalscape perform for you, city staff can focus on actual job responsibilities and not time absorption activities like data entry.

After thorough review of your solicitation, we are confident that Deckard Technologies will meet and exceed your expectations.

Thank you for the opportunity to introduce Rentalscape. We look forward to presenting our platform.
Sincerely,

Rob Piskorowski

Rob Piskorowski
Director of Sales, Central States
586-215-3934
rob@deckard.com

Qualifications & Experience



Headquartered in San Diego, California, Deckard Technologies emerged in 2018 to help ensure compliance within the US real estate market for the public sector. Deckard utilizes data science expertise to assist local governments with managing their compliance activity and enforcement, such as short-term rental (STR) properties. Our technology ensures that everyone is held accountable to play by the same set of rules, follow all guidelines and ordinances, and pay their fair share of fees and taxes.

The Deckard Team - See Page 18 - has successfully implemented hundreds of Rentalscape platforms across the U.S. With over 300 clients, our customers range in size from small jurisdictions such as Angelina County, TX to larger jurisdictions such as Galveston, TX; Placer County (Lake Tahoe), CA; Scottsdale, AZ; and Phoenix, AZ. Through our 20 Texas-based clients we have gained valuable experience into local short-term rental regulations and hotel occupancy tax collection.

Deckard employees 87 employees, including administrative (9.5), sales (8.5), technology (14), operations support (44), and client success and engineering (11) across all offices.

With a retention rate of 99%, our success is directly attributed to the vast knowledge and experience of The Team. This "well-oiled machine" works hand-in-hand with our customers to deliver the most accurate data and the highest quality support, helping cities and counties improve compliance and increase tax/fee revenue while preserving the quality of local life.

Rentalscape, by Deckard Technologies, tracks short-term rental activity across the internet every day. While others focus on major sites, Rentalscape continually scans the internet looking for short-term rental listings. To date Rentalscape has identified over **10,000 websites advertising short-term rentals** with new ones being discovered regularly. **A key differentiator, Deckard's Patents, protects our data mining and the analysis of the data collected to generate deep insights. No other company can match our accuracy on identifying short-term rental addresses.**

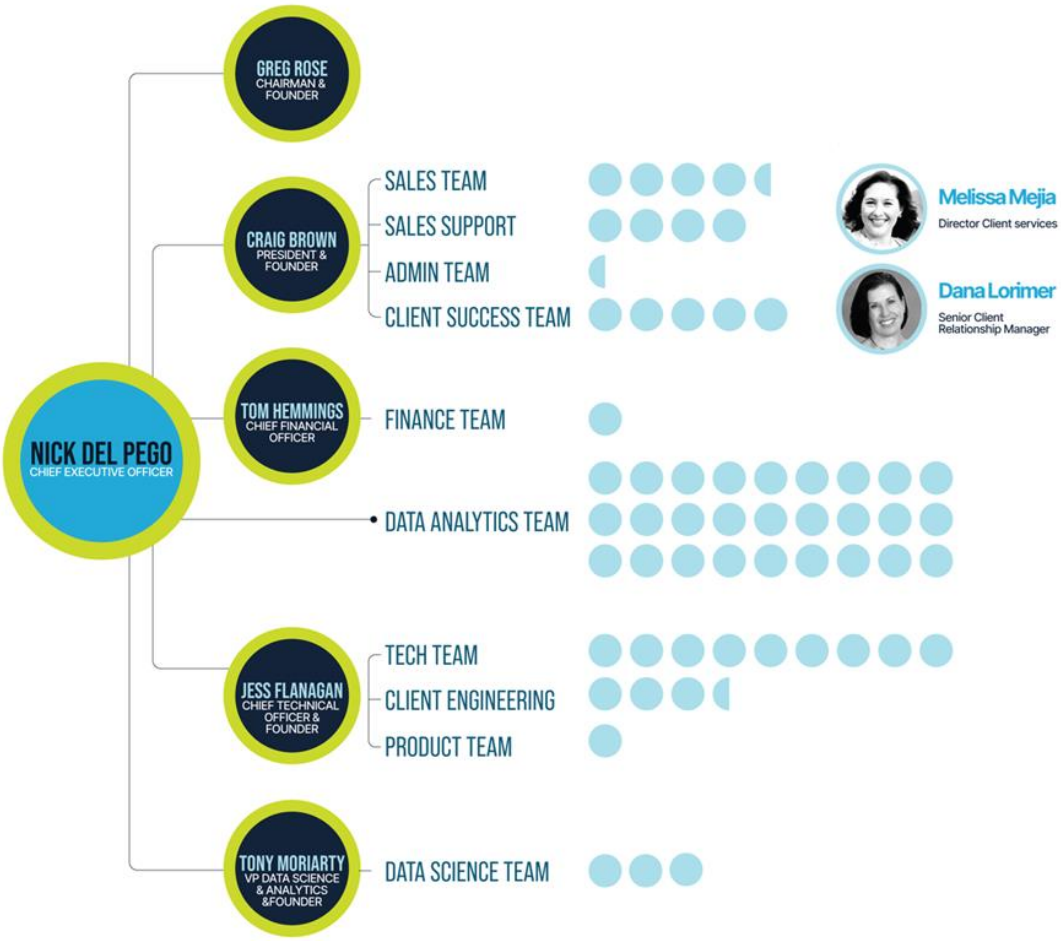
	PUB.APP.NO.	Title
2 Allowed US Patent Applications	20210103998	Identifying and validating rental property addresses
3 Pending US Patent Applications	PATENT #11741560 Issue Aug 29, 2023	Detecting and validating improper homeowner exceptions through data mining, natural language processing, and machine learning

The Rentalscape platform identifies the exact addresses of STR listings within the City limits, enabling accurate display of STR activity within the city and its community districts. Rentalscape groups listings and calculates statistics on a per-property basis. By mapping the exact location of properties, Rentalscape avoids double-counting activity. Knowing the exact locations of STR properties enhances compliance, enforcement, tax collection, and complaint management activities.

Rentalscape is the only platform that shows upcoming rentals and bookings as they occur within 24 hours of the reservation being made.

In every jurisdiction where we provide our service, we have increased compliance and improved tax/fee collection. Our process starts with producing the cleanest data possible – ensuring reporting is accurate and compliance levels are carefully monitored. We also regularly consult with City staff to ensure we are always up to date with the latest STR best practices.

Organizational Chart



References

We believe that **continuous innovation** is required to face the challenges of today and of tomorrow. We are proud of our achievements and solutions that enable cities and counties to manage short-term rental activities and to ensure local rules and ordinances are enforced for the betterment of local residents.

The following References are examples of successful partnerships between Deckard Technologies and its clients.

City of South Padre Island, TX

Rodrigo Gimenez
Purchasing CFO

rgimenez@myspi.org
956-761-8130

PRODUCT:
RENTALSCAPE, 24/7 HOTLINE, STR REGISTRATION/PERMIT PORTAL, PUBLIC FACING PORTAL

City of Galveston, TX

Bryson Frazier
Chief Financial Officer

bfrazier@galvestonparkboard.org
409-797-5137

PRODUCT:
RENTALSCAPE, REGISTRATION/PERMIT PORTAL, TAX PORTAL, 24/7 COMPLAINT & ONLINE FORM

Town of Mount Pleasant, SC

Jane Yager-Baumrind
Planning & Development

jyager-baumrind@tompsc.com
843-884-1229

PRODUCT:
RENTALSCAPE, STR REGISTRATION PORTAL

Implementation, Timeline & Training

Upon Contract signing, Deckard will assign the City of Lago Vista a dedicated Account Manager, who will work with the City to develop "best practices" based on Deckard's experiences with other clients. The account manager will ensure that the implementation process proceeds smoothly and will be the main point of contact for any questions, suggestions, training, or concerns. The Account Manager will also participate in periodic calls with City staff regularly throughout project deployment and then monthly as requested. Since Rentalscape is cloud-based, no hardware or software installation is required.

Most jurisdictions have been up and running with Rentalscape within a couple weeks, with Address Identification complete within four weeks of receiving the permit data. Assuming contract award in early October, we fully expect system deployment, initial address mapping and user training to be complete well before December 2024.



Figure 1: ***Rentalscape Timeline***

Feedback we have received from our customers is that our competitors take months to have systems online and address mapping underway. Our automated property identification systems are already running in City enabling us to have your system up and running extremely quickly.

The Rentalscape STR Identification & Management Process

At Deckard, we don't just sell software.

Unlike many SaaS (Software as a Service) companies that roll out a solution then "set it and forge it", Deckard partners with 300+ jurisdictions across the US to build a complete short-term rental program tailored to their communities. We also continuously enhance the software with new features and improvements to optimize usability and functionality. In 2024 alone, we have onboarded over 100 new clients in the past six months.

Our goal isn't just to provide software; it's to empower communities to identify all short-term rental activity, ensure operators comply with applicable laws, bring people into compliance, and reduce the workload on your staff. Managing issues such as noise complaints or underpaid taxes is a breeze with Rentalscape by Deckard.

> *Rentalscape is an absolute game-changer - we had 100% more information and that makes my job 1000% easier*

Jane Yager-Baumrind
Short-Term Rental Coordinator
TOWN OF MT PLEASANT, SC

Example of a Recent Successful STR Program

On January 3, 2023, Deckard replaced Avenu Insights as the provider of Short-Term Rental Identification and Management Services for South Padre Island in Texas. Lago Vista, a charming lake community with plenty of nearby attractions, has seen a growing number of short-term rentals, with over 406 active listings last year. While smaller in scale compared to major destinations like South Padre Island, Lago Vista shares a common appeal: both attract visitors seeking water-related activities and natural beauty. The insights and strategies we've developed from working in the larger, more established market of South Padre Island can be effectively applied to enhance and manage the short-term rental market in Lago Vista, helping the City maximize the advantages of a well-regulated short-term rental market.

In the space of 10 business days, we kicked off our program, configured the core Rentalscape system and opened access to staff in South Padre Island, which had over **9,000 STR listings** across more than **3,000 STR properties**. South Padre Island started using Rentalscape on January 18 – that's 15 days after finalizing their contract!

How is this possible? It's because Rentalscape by Deckard is the only platform that tracks short-term rental activity for every town, city, county, and state in the US: not just our customers, but every single jurisdiction in the country. Rentalscape is already configured and live for the the City of Lago Vista – we just need to give you access. Our competitors generally take months to build and configure a system for tracking your Short-Term Rentals, all the while charging you for the service that has yet to be built. With Rentalscape, you get a solution within weeks of contract signing.



Shortly after signing with Deckard, South Padre Island decided to expire all existing licenses and start a new registration program. While this is not common, South Padre Island decided to take this radical step to ensure their registered properties were well managed. Deckard configured South-Padre Island's Short-Term Rental Registration platform to exactly match their ordinance between February and April for a go-live prior to May 1. After identifying over 95% of all short-term rentals on the island and aided by the Rentalscape Outreach Campaign, between May 1 and October 1, we received over 2,300 license applications with over 1,000 being in the first 24 hours of the new system going live.

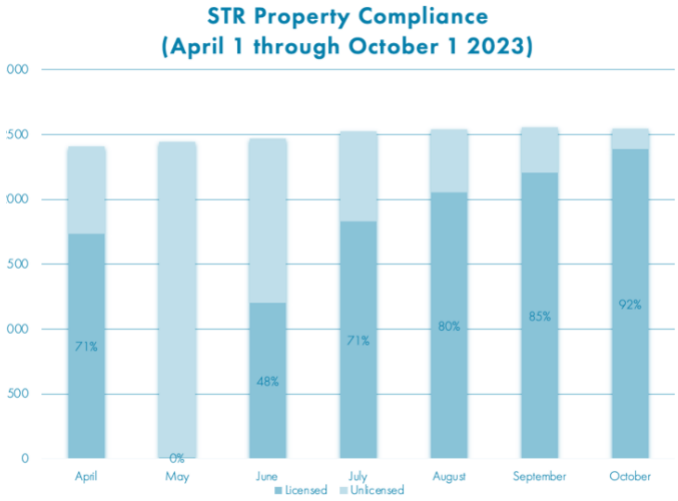


Figure 2: ***Compliance in South Padre Island***

After four years with Avenu Insights, South Padre Island had 72% compliance in Short-Term Rental registration in April 2023.

By October 2023, with the help of Deckard, South Padre Island raised their registered properties by over 600 and increased compliance to over 92%, with further gains still coming.

The Ordinance

01

Step one in a great STR program is having a great ordinance. Deckard regularly works with the council to develop a great ordinance. The City of Lago Vista has an ordinance in place with the requirements to make it successful.

What makes it great?

- Short-term occupancy permits are required
- Contact information from owners is collected
- Inspections are required as part of the permitting process
- Essential documents are attached as part of the application process

The Message

02

Step two in creating a great STR program is effective **communication**. At Deckard, we often collaborate with councils to help operators understand their responsibilities. It's great to see that the City of Lago Vista is already making strides in this area.

We believe there's even more potential for Lago Vista to shine!

- Have clear information about Short-Term Rental regulations on the City website
- Add an FAQ
- Make available City contact information regarding STR's

Many of our 300+ customers who utilize the Rentalscape Outreach program can enhance their message. Once we have identified all the non-compliant operators, multiple-letter campaigns are incredibly effective in bringing operators into compliance. The key is clearly messaging that you have been tracking their operations, that you have correctly identified their address, and you have tied the identification of the property to an exact Travis County parcel number.

Deckard ties STR listings to exact parcel numbers and regularly updates owner contact details from county data. Unlike competitor systems, there is no manual work required by City staff to contact non-compliant operators.



The Data (Proprietary Information)

03

Running a successful program is all about excellent data.
Having data that is complete, accurate, timely and actionable is extremely important.

Deckard is a data company! We store over half a billion real-estate images, and we check for changes in every listing in every city in the world every day. We store tera-bytes of data and add over one billion new data records to our repository every day.

That's all great – but what does it get you?
How does the City of Lago Vista benefit from great data?

Great data enables great outreach. It enables easing people into compliance but more on compliance below. Deckard's data collection is unlike any other platform in the industry. Where other providers have a fixed set of platforms they mine, at Deckard, we utilize AI systems to scour the web 24/7 looking for new sites containing short-term rental listings.

The Short-Term Rental industry is big. There are thousands of sites, brands, providers, and products and what does it all mean? Below is a sample breakdown of the types of sites, the information available on each type, and why it matters to look everywhere.



The Big Guys

Airbnb, Expedia, Trip Advisor and Booking.com are the four biggest advertising platforms for US Short-Term Rentals. However, these platforms exist in many guises. Stayz.com.au contains identical information to vrbo.com – both are Expedia sites. Stayz.com.au is just the Australian version. Bookabach.co.nz is another vrbo.com with a different logo – it's the New Zealand version. All three contain the same listings – they just have different logos.

Figure 3 lists the various guises taken by these four platforms. Note that many of these sites no longer exist. Homeaway.com and Canadastays.com now just redirect to VRBO.

Other solution providers that list all these sites as part of the catalog that they monitor are actually just counting the same thing over and over again, making it seem like they monitor much more than they actually do.



Figure 3: ***Various guises of the four major STR platforms***

The Medium Guys

There are many smaller platforms that Deckard also monitors. These are primarily specialty advertising platforms such as hipcamp.com that focus on camping sites or bringfido.com that focuses on pet friendly accommodations. The other type of medium STR sites are property management companies such as Vacasa or Evolve.

Rentalscape by Deckard regularly tracks listings on Hipcamp, Bringfido, Holidayrentalsbyowner, Evolve, Vacasa and hundreds of other medium short-term rental sites. These large property management companies operate nationally and regularly list their properties on the major sites as well as their own. **Vacasa advertises around 25 listings in the City of Lago Vista and many of their bookings are taken directly on their platform. Misterbandb has a presence in the City of Lago Vista with 51 listings.**

The Data Store

Rentalscape is the only system that mines every short-term rental listing every day! It is the only system tracking every calendar in every booking every day. It is also the only system that is going to catch last-minute bookings. If you don't monitor every day, it's impossible to catch bookings made at the last minute.



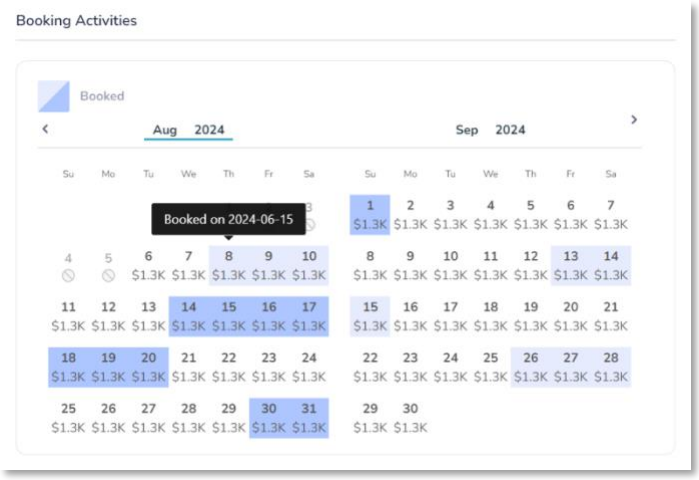


Figure 4: ***Rentalscape Calendar***

FutureCast™ tracks bookings as they are made. Rentalscape shows calendars for every property including the rate, the individual bookings and the date booked.

Figure 4 shows the calendar available within Rentalscape for every short-term rental property. The calendar on the left show's bookings in the past and shows future stays. Where two bookings are made back-to-back this is shown in a different color (note change in color on August 14-17). The nightly rate is shown on all bookings plus the date the booking was made. To the left, the booking from August 8 to 10 was taken by the host on June 15, 2024.

The Deckard AI platform consists of thousands of computers running 24/7 mining data and running AI analyzing the results. It contains over half a billion images, almost a billion short-term rental screenshots, and trillions of data records.

This system is the foundation for raising compliance. If there is an interior or exterior photo of a property, we likely have it. Deckard houses the single largest real-estate data repository in the world – it's what we use every day to identify properties, track activity and generate the evidence required to ensure almost total compliance in the City of Lago Vista.

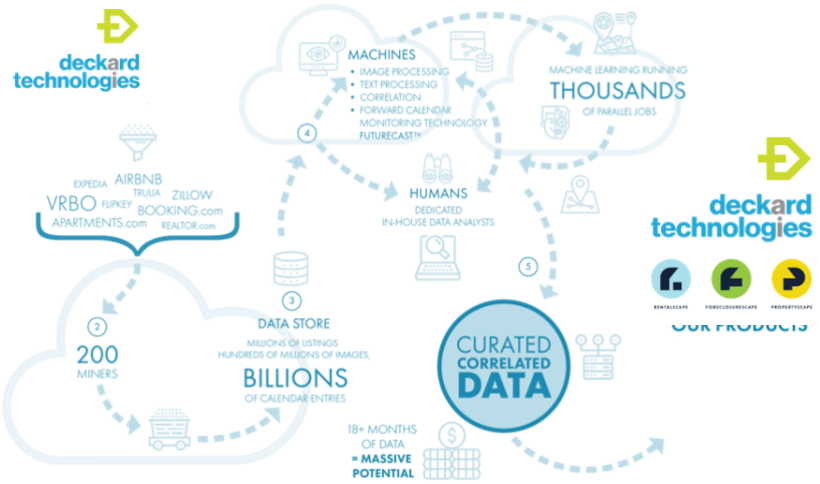


Figure 5: ***Deckard AI Platform***

The Artificial Intelligence (Proprietary Information)

04

Having the only system that mines every short-term rental listing every day is only part of the solution. Rentalscape finds thousands of new images daily.. Rentalscape mines over a billion new data records daily. This data is many times the size that can be managed by humans. This is why at Deckard we have built a massive machine learning system utilizing extensive image analysis, natural language processing (text analysis) and artificial intelligence to process the data. The result is that we identify new short-term rentals soon after they start advertising. Our massive real-estate data store doesn't just contain short-term rental data. Real-estate sales, long-term rentals, street view data, county property records, property sales information, ownership information are all fed into our artificial intelligence system.

To date our analysts have already matched over 70 short-term rental listings with the exact property addresses within the City limits. We have approximately 336 listings yet to be mapped. Within a couple of weeks of engaging with the City of Lago Vista we expect to have over 95% of listings correctly identified and associated with a Travis County Parcel number.

Figure 6 shows the Rentalscape map for the City of Lago Vista where over **70** properties have already been identified using our artificial intelligence systems.

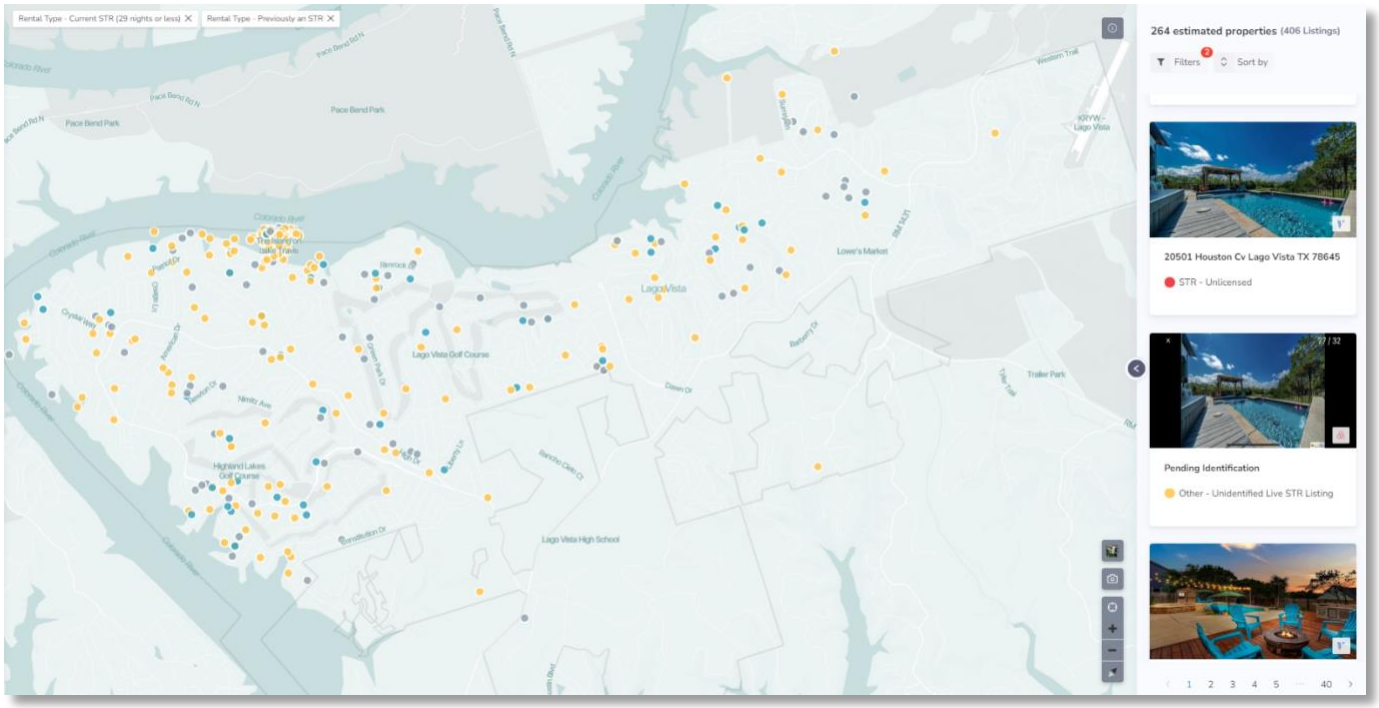


Figure 6: ***Rentalscape Map of the the City of Lago Vista***

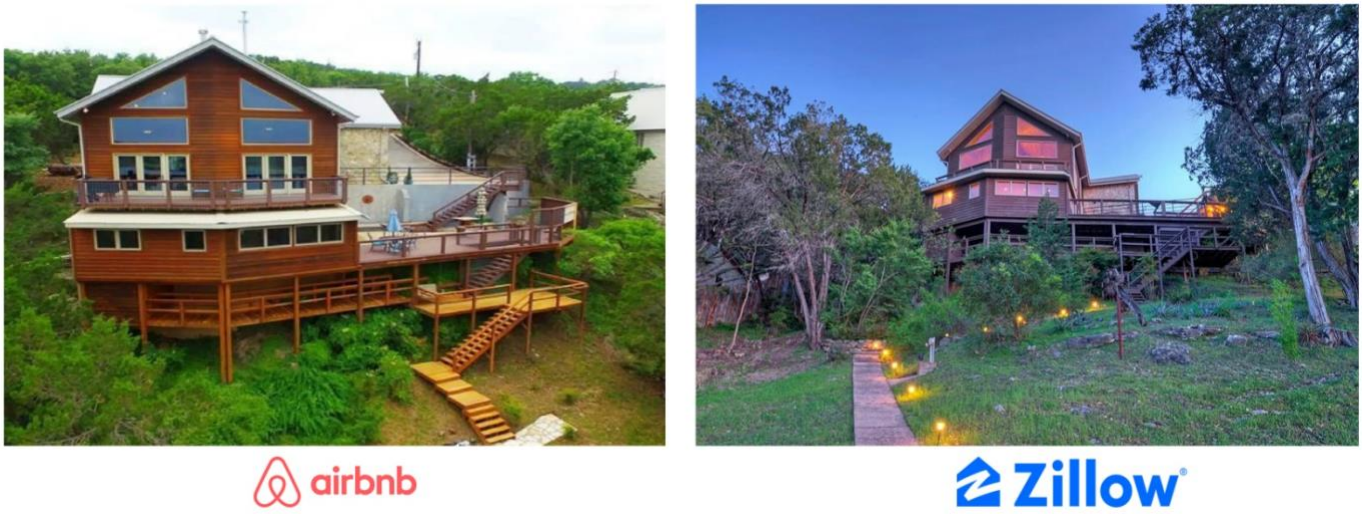


Figure 7: ***Image Matching***

How does it all work? The Rentalscape image matching is completely unique in the industry. This multi-tiered system can of course match identical images. The real magic is the ability to match two different images of the same scene whether it be internal or external. As seen in Figure 7 above, the Rentalscape image matching identified two different photos of the same property taken from different angles are in fact the same house. This system is run across every photo of every short-term rental in the City of Lago Vista. Keeping in mind that we have seen over 406 listings within the City limits, the comparison of 406 images to another 406 images results in over 164,000 comparisons in Lago Vista alone. With our extensive real estate and street view data, a powerful

computing platform is essential to manage this workload. Fortunately, Rentalscape's advanced computing infrastructure operates around the clock, 365 days a year, efficiently matching properties to addresses.

Figure 8 shows how Rentalscape matches and Vrbo listing in the Lago Vista to a Zillow listing and most importantly it is also matched to the exact county parcel record.

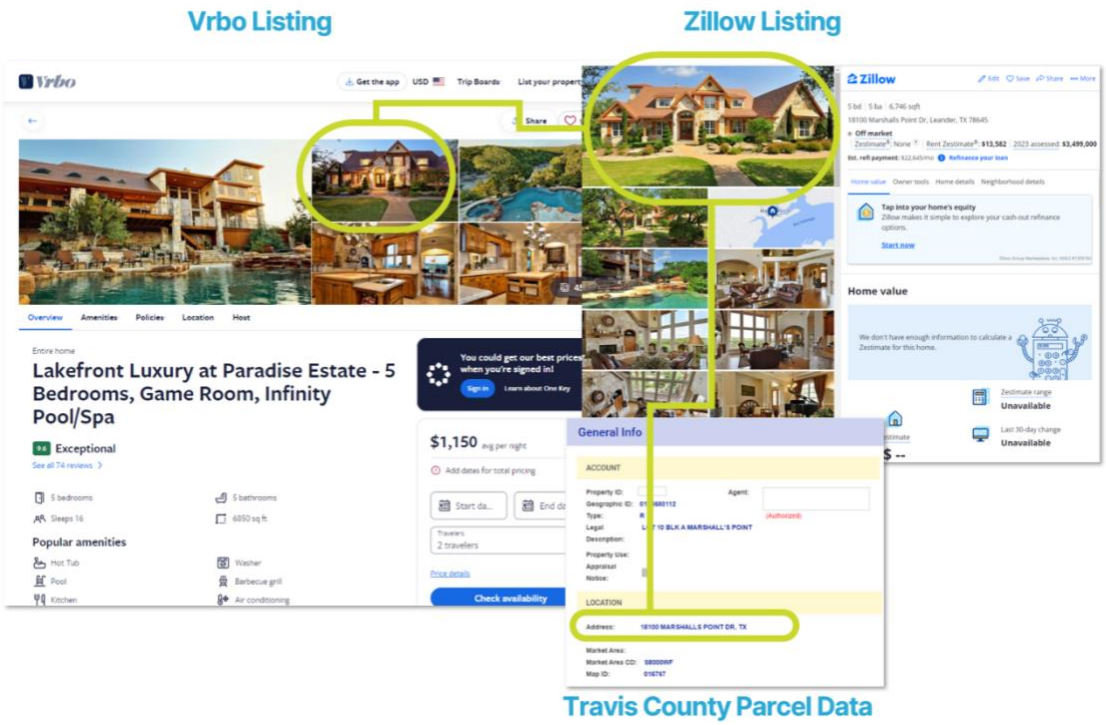


Figure 8: ***Zillow Matching***

Supervised Machine Learning requires ground-truth – the more the better. Ground-truth needs to be incredibly accurate and the more the better. This is why **Deckard employs over 50 in-house data analysts that check every AI result and constantly feed the machine learning with more and more ground-truth**. Our analysts have hand-checked over 250,000 short-term rental properties to ensure the accuracy of our data.

No other company pours the investment into address mapping technology and no other company employs the number of full time in-house analysts as Deckard!



When you see the verified flag on Rentalscape, you know an in-house Rentalscape analyst has hand-checked the verification of every aspect of the property – the address, the structure, the license, the owner – everything has been checked.

Rentalscape users love using our systems. Rentalscape uncovers insights that are impossible without it. Rentalscape makes life easy for compliance officers and tax collectors across the company. More than just easy, using Rentalscape makes managing short-term rentals fun.

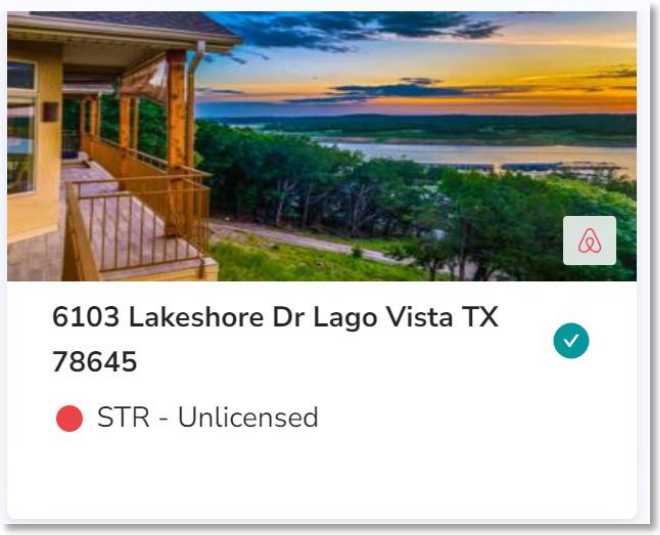


Figure 9: ***Rentalscape verified property***

The Team

05

A successful short-term rental program only works through close and continual collaboration.

Unlike our competitors, at Deckard you get direct access to all the senior staff. The executive team often travels to meet our clients, speak at town meetings, and continually incorporates feedback into our products. We are actively looking for improvement in our systems and this is only possible by working directly with our customers.



At Deckard you get the direct cell phone number for your client success representative and for all our executives. We build relationships with our customers and are committed to ensuring success at all levels. At Deckard, you'll never get a call center when calling to discuss an issue, requesting help during enforcement, or when recommending enhancements to our systems.



Nick Del Pego

Chief Executive Officer
EXPERIENCE: **25 YEARS**

Mathematician, U.S. SpecOps veteran, seasoned corporate senior leader and all-around problem solver. Nick's career path has always left him solving difficult problems with finesse and efficiency. He stays actively engaged with our customers and takes pride in providing solutions that meet your needs.



Craig Brown

President
EXPERIENCE: **30 YEARS**

Senior level executive and engineer for three renowned telecommunications and graphics companies. He leads by example and has spent his career leading teams that push the boundaries of what is possible. Craig is always focused on client success, enabling creative solutions that quickly become industry best-practices.



Jessica Flanagan

Chief Technical Officer
EXPERIENCE: **16 YEARS**

Jess is a career software engineer, technical manager, accomplished communicator and public speaker, team mentor, gamer, women-in-tech advocate and former white hat hacker, bringing over 12 years of software engineering experience to the team. Our data engineering team is the backbone of everything we build.



Tony Moriarty

VP of Data Science
EXPERIENCE: **16 YEARS**

Machine Learning & Data Science Lead, Big Data native and software research engineer, and Open Source contributor. Tony and his team elevate what is possible through modern data science techniques and allow us to find more property locations and uncover more sights than anyone else in the market.



Melissa Mejia

Director of Client Success
EXPERIENCE: **20 YEARS**

Melissa, our Director of Client Success, leverages 20+ years in real estate appraisal to drive results. Her strategic client engagement, data-driven decisions, and client-centric leadership have boosted retention and business growth. She believes clients are a business's heart and leads her team to deliver exceptional experiences, exceeding expectations for mutual success.



Dana Lorimer

Snr Client Success Manager
EXPERIENCE: **30 YEARS**

Dana has worked in many industries, ranging from customer service in the Hotel Industry to Financial Compliance. Over the past 8 years Dana's specialty has been working in Financial Compliance, Risk Management and maintenance. Dana has worked with Cities and Counties across the board solving problems and creating processes.



Rob Piskorowski

Central Region Director of Sales
EXPERIENCE: **15 YEARS**

Rob is a detailed-oriented sales professional with over 15 years in SaaS markets. A graduate from Daniels College of Business (MBA '09), Rob enjoys in-depth solutions for his working partners while injecting a bit of humor. In his spare time. Rob lives the active Colorado lifestyle with his wife and son.



Eric Brandenburg

Dir Project Management
EXPERIENCE: **24 YEARS**

Eric Brandenburg is a highly accomplished military leader with extensive experience in program management, cyber warfare, and technical sales engineering. His proven ability to handle complex programs and deep cybersecurity knowledge make him an indispensable asset to elevate your project.

Scope of Work (Proprietary Information)

Tracking

The system must be able to identify STR properties currently operating within City of Lago Vista city limits.
Complies – See "The Artificial Intelligence" in Page 14.

Able to identify address, owner/property manager, and contact information of STR properties.
Complies – See "The Artificial Intelligence" in Page 14 and "Property Card" on Page 30.

Able to track booking information including number of occupants, and rental period.
Complies – See "The Artificial Intelligence" in Page 14 and "Property Card" on Page 30.

Ability to track booking pricing.
Complies – See "Property Card" on Page 30 and "The Data Store & Future Cast" on Page 13.

Able to track location on map of STRs within specific area and identify STR hotspots (multiple STRs in localized area) within city limits.
Complies – See Rentalscape map on Page 14.

Track safety inspections.
The Rentalscape Inspection is a web enabled system that allows field agents to make notes/comments or create complaints/tickets (PDF) while conducting and recording health and safety inspections in the field. These actions taken from the field will easily be stored or emailed to the Property Owner and Staff in the City. – See page 39 - Inspections module.

Track registration/permits for STR within city limits.
Complies – The Rentalscape platform tracks STR properties, monitors STR activity, manages STR permits and records information about properties. The information shown in Rentalscape includes permit numbers for each property, as well as the permit number shown in the listing (if required).

Provide monthly estimates of HOT based on rental revenues.
The Rentalscape system is the only solution that scrapes calendar data daily, utilizing advanced algorithms to identify revenue-generating nights with exceptional accuracy. This capability allows Rentalscape to estimate Hotel Occupancy Tax (HOT) based on the nightly rate and the booking date. For more details, please refer to the Future Cast section on page 13. In conjunction with this, the Tax Payment Portal is tailored for each customer to facilitate the collection of taxes from STR operators on a monthly, quarterly, or yearly basis. The portal automatically calculates the tax due based on the City's tax rates, fees, and penalties and can implement amnesty periods for late fees and interest if needed. Additionally, Rentalscape identifies operators who fail to report activity or are suspected of under-reporting revenue. For more detailed information, see the Tax Payment Portal section on Page 35.

Ability to calculate amount due and outstanding balance of HOT for STR revenues.
During deployment, the Deckard team collaborate closely with City staff to configure Rentalscape to precisely calculate the payments required from STR hosts. This configuration considers property characteristics, applicable exemptions, and any penalties for late payments. By integrating payment calculations within the system, rather than relying on operators to determine the amounts due, the system significantly reduce errors and minimize the workload for City staff in verifying and correcting payments. This streamlined approach

simplifies the payment process, thereby enhancing compliance with tax obligations. Rentalscape automatically notifies operators when payments are due or overdue. The system is fully configurable to meet all the City's HOT requirements, including specific tax calculations and compliance monitoring. See Tax Payment Portal – Page35 for detailed information.

Monitoring

Must be able to search and identify all online hosting platforms for STRs currently operating within city limits.

Complies – See "The Data" in Page 11.

Must be able to update data monitoring continuously.

Deckard Technologies conducts data mining on over 10,000 short-term rental (STR) websites worldwide, irrespective of the number of listings on each site. Upon identifying any website with an active listing, even if it's just one, within the City of Lago Vista, the system will address map it and generate compliance analytics accordingly. See "The Data" in Page 11.

Monitor permit expiration.

The Rentalscape system sends automatic notifications to regarding expiration, renewals and submissions. See the STR Registration & Renewal Portal on Page 32.

Monitor under- reporting of HOT.

Rentalscape's History viewer is designed to provide the evidence and information needed to support audits and investigations related to underreporting and illegal short term vacation rental operators. It provides details on when and where properties are advertised, the observed calendar activity, their minimum night's stay, consolidates their reviews from major platforms and displays the estimated and reported revenue and associated Hotel occupancy tax. Rentalscape is the only system that offers comprehensive monitoring of under-reporting by scraping calendar data daily. Deckard's advanced algorithms are uniquely capable of distinguishing between revenue-generating nights and blocked-out dates, ensuring precise and accurate tracking of STR activity. No other provider offers this level of detailed, real-time analysis.

Reporting

The system will need to have up to date reporting to stakeholders.

All data is submitted and available in real-time, enabling instantaneous report generation as needed by City staff, eliminating the wait for monthly report generation and distribution.

Include maps and visuals of STR properties utilizing GIS files.

Rentalscape uses GIS files to pinpoint STR properties on interactive maps, enabling visual analysis. The platform is fully configurable to mirror city ordinances, applying diverse regulations based on property location. Daily compliance checks ensure properties adhere to local rules. Cities can directly upload GIS zoning data into Rentalscape for efficient management and enforcement. See Rentalscape map in Page 14.

Violation reporting and tracking.

Rentalscape notates violations and can be sorted by these violation types and all data is saved in the Rentalscape Activity Reports for viewing at any time by the City Staff. Rentalscape can also be configured for local ordinance rules and regulations and if an ordinance is modified the system can be re-coded to meet the City's new regulations.

HOT calculations reporting by property.

By tracking all bookings and the revenue collected, Rentalscape is configured to the City tax rate and estimates the tax due to the City. If tax collected by property is available, Rentalscape compares tax collected to estimated tax due.



Figure 10: ***Estimated HOT Due***

Complaint history and multiple offender properties.

As seen below, the Activity Feed Tab provides insight into the happenings of the property. Information may be entered by the user to be shared across all departments. Properties with multiple offenses can be easily filtered and identified within the complaint section of the Rentalscape system

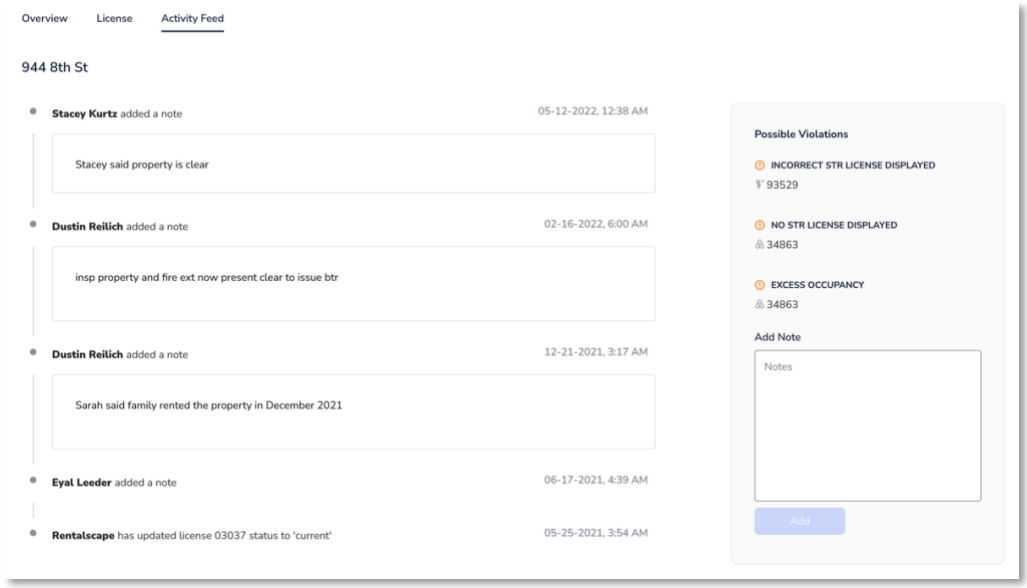


Figure 11: ***Rentalscape Property Activity***

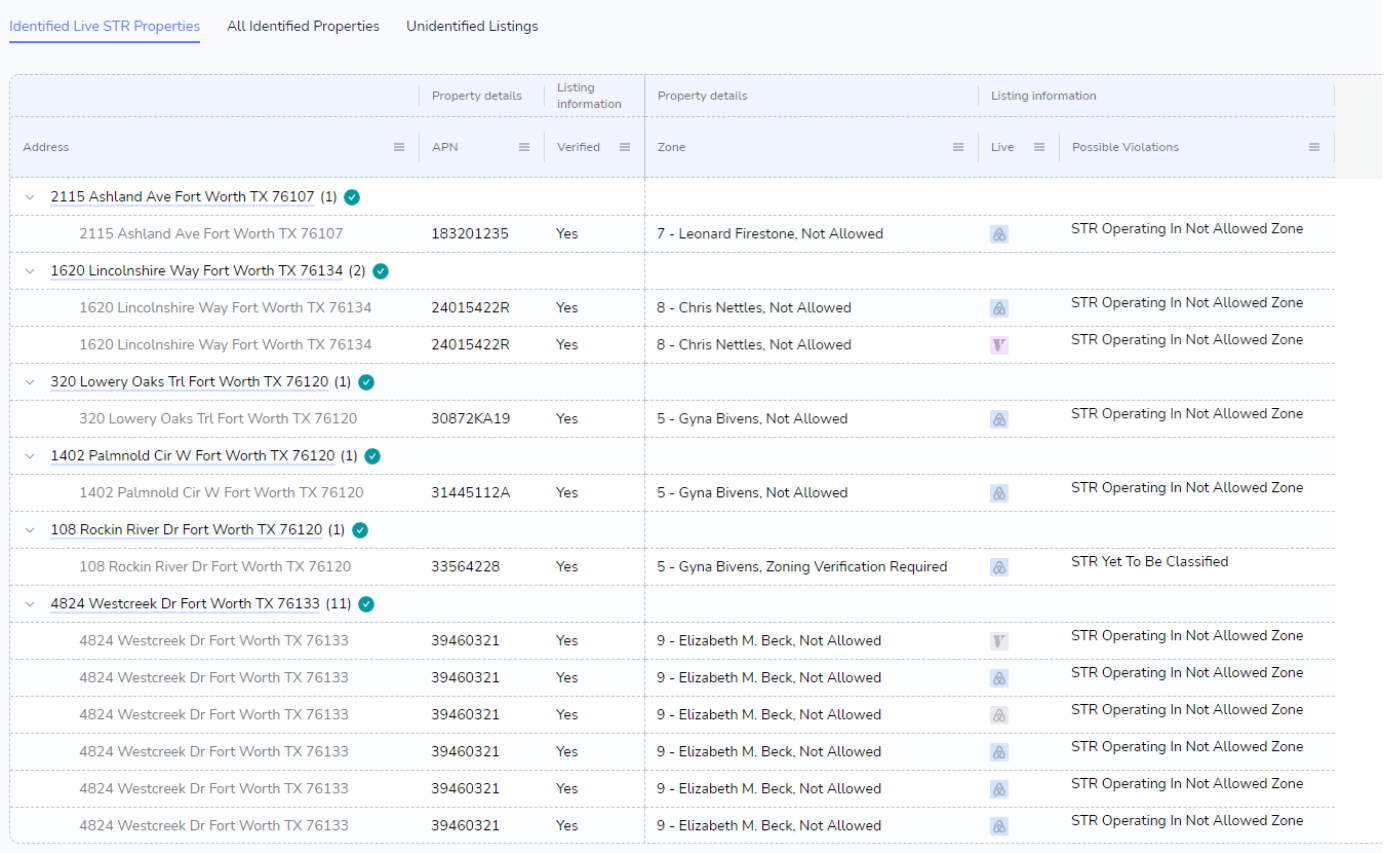
Hotline for complaints.

Complies – See 24/7 Complaint Line & Online Form in Page 34.

Compliance

Violation reporting and tracking.

The Rentalscape platform includes the ability to configure reports and download all results into an easy-to-use format. By filtering on violations, the list view provides all STR properties having violations.



Identified Live STR Properties | All Identified Properties | Unidentified Listings

	Property details		Listing information	Property details		Listing information
Address	APN		Verified	Zone	Live	Possible Violations
2115 Ashland Ave Fort Worth TX 76107 (1)						
2115 Ashland Ave Fort Worth TX 76107	183201235		Yes	7 - Leonard Firestone, Not Allowed		STR Operating In Not Allowed Zone
1620 Lincolnshire Way Fort Worth TX 76134 (2)						
1620 Lincolnshire Way Fort Worth TX 76134	24015422R		Yes	8 - Chris Nettles, Not Allowed		STR Operating In Not Allowed Zone
1620 Lincolnshire Way Fort Worth TX 76134	24015422R		Yes	8 - Chris Nettles, Not Allowed		STR Operating In Not Allowed Zone
320 Lowery Oaks Trl Fort Worth TX 76120 (1)						
320 Lowery Oaks Trl Fort Worth TX 76120	30872KA19		Yes	5 - Gyna Bivens, Not Allowed		STR Operating In Not Allowed Zone
1402 Palmnold Cir W Fort Worth TX 76120 (1)						
1402 Palmnold Cir W Fort Worth TX 76120	31445112A		Yes	5 - Gyna Bivens, Not Allowed		STR Operating In Not Allowed Zone
108 Rockin River Dr Fort Worth TX 76120 (1)						
108 Rockin River Dr Fort Worth TX 76120	33564228		Yes	5 - Gyna Bivens, Zoning Verification Required		STR Yet To Be Classified
4824 Westcreek Dr Fort Worth TX 76133 (11)						
4824 Westcreek Dr Fort Worth TX 76133	39460321		Yes	9 - Elizabeth M. Beck, Not Allowed		STR Operating In Not Allowed Zone
4824 Westcreek Dr Fort Worth TX 76133	39460321		Yes	9 - Elizabeth M. Beck, Not Allowed		STR Operating In Not Allowed Zone
4824 Westcreek Dr Fort Worth TX 76133	39460321		Yes	9 - Elizabeth M. Beck, Not Allowed		STR Operating In Not Allowed Zone
4824 Westcreek Dr Fort Worth TX 76133	39460321		Yes	9 - Elizabeth M. Beck, Not Allowed		STR Operating In Not Allowed Zone
4824 Westcreek Dr Fort Worth TX 76133	39460321		Yes	9 - Elizabeth M. Beck, Not Allowed		STR Operating In Not Allowed Zone
4824 Westcreek Dr Fort Worth TX 76133	39460321		Yes	9 - Elizabeth M. Beck, Not Allowed		STR Operating In Not Allowed Zone

Figure 12: ***Rentalscape list view for the City of Fort Worth, TX***

Ability to send alerts to STRs not in compliance.

Complies – See Letter Campaign for STR Hosts Option in Page 37.

Ability to integrate with code enforcement regarding complaints, and violations.

Deckard works closely with code enforcement to ensure high compliance rates and adherence to all legal requirements. In addition, the 24/7 Complaint Line & Online Form allows for citizens to report concerns, complaints etc. via the 24/7 bi-lingual Hotline and/or submit their own complaint via the Online Form. The complaints are then sent to the appropriate department (Sheriff/Code Enforcement) to be addressed. The Complaints are also recorded into the Rentalscape platform. The city staff will have access to a Client Success Director and Client Success Manager as well as several other employees who will be able to answer staff questions by cell phone or email during normal business hours. More information, see 24/7 Complain Hotline in Page 34. The Rentalscape system extends unlimited users access to the City of Lago Vista.

Additional Inclusions

Include any additional offering your firm may offer to lessen staff workload.
Complies – See Additional Products on Page 32.

The system should require minimum staff involvement and should be mainly handled by firm and software.
The Rentalscape system is designed to free up your staff's time. It automates key tasks like monitoring, reporting, and compliance notifications, allowing the firm and software to handle most operations with minimal staff involvement.

Include onboarding pricing and yearly pricing.
Complies – See Pricing Proposal in Page 25.

Please breakdown pricing by category.
Complies – See Pricing Proposal in Page 25.

Include referrals from clients.
Complies – See References in Page 6.

1 year term with option to renew yearly
Complies – See Pricing Proposal in Page 25.

Pricing
Proposal (Proprietary Information)

Currently, Rentalscape is showing close to **406 live STR listings in the City of Lago Vista.** Based on the number of live STR listings, we estimate there are **220+ short-term rental properties in the City**, advertised on one or more platforms.

Deckard Technologies can provide a comprehensive, all-inclusive system that meets the requirements specified in the RFP. Alternatively, each of our products is available for individual purchase as standalone items, allowing for tailored solutions to meet specific needs.

We only **charge fees on a per property, not per listing, basis.** Since a single property can have multiple listings, we feel it is unfair to charge fees based on listing count. Finally, we do not charge one fee for compliance monitoring and another for rental activity monitoring as, in our view, these are the same service.



Base Rentalscape Product Pricing

PROPERTY IDENTIFICATION, COMPLIANCE MONITORING & RENTAL ACTIVITY REPORTING	PRICE
• Estimated 220 properties • Identify property address • Identify property owner address • Real-time reporting of all new listings & daily calendar monitoring • 10,000+ Websites monitored Daily, worldwide • FutureCast™ - Identify future bookings as they are made on the rental platform • Automatic identification of violations • See page 28 – The Rentalscape Portal	$6,600
REPORTING & ANALYSIS	
• On Demand, Dynamic reporting, offering multiple ad hoc reports • Filters allowing users to focus on specific segments of the STR population	INCLUDED
DEDICATED ACCOUNT MANAGER	
• Single Point of Contact for City staff for all matters • Ensures the City is following Industry best practices • Shepherds the implementation process from start to finish • Periodic meetings/calls throughout the life of the account	INCLUDED
UNLIMITED ACCOUNTS & TRAINING SESSIONS	
• No limit on the number of Rentalscape user accounts • No per-session training costs	INCLUDED
Total Year One	**$6,600**

NOTE – Pricing valid for 90 days | Renewals will include an annual fee adjustment not to exceed 5% per year

Optional Products Pricing-Per Year Basis

OUTREACH CAMPAIGN	
• Letter campaign to inform STR owners/hosts about compliance requirements and procedures • All letter templates will receive City approval pre-campaign • Campaign includes one Introductory letter and two additional escalation letters • See page 37 – Letter Campaign	$2,500 (OPTIONAL, but HIGHLY recommended for Maximum Compliance)
STR REGISTRATION PORTAL & PERMIT MANAGEMENT	
• Online, intuitive portal for registration and renewal • Fields customizable to meet City needs • Pursue delinquent payments from hosts • Provide daily reports on new and modified permits • See page 32 – Registration Portal	$5,000 (OPTIONAL)
TAX PAYMENT PORTAL	
• Easy to use online tax payment portal • Configurable tax, late fee and interest rates on a per-property basis • Provide daily reports on tax payments and remittances to the City • See page 35 – Tax Payment Portal	$5,000 (OPTIONAL)
COMPLAINT 24/7 HOTLINE & ONLINE FORM	
• 24/7 US based bi-lingual Call Center with live agents – **Classic** (see Page 34 for Detail Information) • Online complaint form (Complaint Form only $2,000) • See page 34 - 24/7 Complaint Line & Online Form	$3,500 (OPTIONAL)
CONSTITUENT PORTAL	
• Public facing portal (Link placed on Jurisdiction's website) • Permit Data and Responsible Party contact info for STR Property (Standard) • See page 38 – STR Constituent Portal	$5,000 (OPTIONAL)
INSPECTION MODULE	
• Enables field agents to create notes, comments, complaints, or tickets directly from the field during the inspections (mobile enabled) • Record inspection data, including notes and complaints • E-mail inspection results to property owners and city staff • See page 39 – Inspection Module	$5,000 (OPTIONAL)

Product Information (Proprietary Information)

The Rentalscape Portal

The Rentalscape portal is a cloud-based system for City staff to track STR properties, monitor STR activity, manage STR permits and record information about properties. The data in the system is constantly being updated as new properties are discovered and address identified, as new permit applications are made and as permits are expired or revoked.

The Rentalscape portal displays information on all STR listings found within the City **going back at least 12 months.** Deckard uses US Census data to identify City limits and any parcels or listings within the limits are monitored. Rentalscape also tracks properties outside the City until they are accurately identified. On occasion, the STR listing estimated location for a property falls outside the City, but the actual location of the property once address identified is inside the City. Rentalscape displays:

1. Any permitted STR property
2. Any property with a currently live STR listing
3. Any property with historic STR listings
4. Any property with a future or past STR booking (even if the property currently does not have a live listing)

Rentalscape includes the ability to filter the properties displayed (e.g., only permitted properties, or only properties in a specific HOA), and to download all results. All data displayed is available for direct download from Rentalscape.

Figure 13 below shows an example property displayed in Rentalscape. Note that the calendar shows not only booked dates but differentiates separate bookings and shows the nightly rate and the date each booking was made. Also, note that the booking between August 8th and 10th of 2024 was made in June 15, 2024. Information shown in Rentalscape for each property includes:

Property Characteristics

1. Property address
2. Owner name and mailing address
3. Ownership type (primary residence, secondary/investment property)
4. Property type
5. Number of bedrooms and bathroom at the property, per public records data
6. A map showing the property's location
7. Maximum occupancy per the City of Lago Vista ordinance

Listing Characteristics

8. Listing URL for each listing associated with each specific property
9. Listing ad ID for each listing associated with each specific property
10. Rental calendar showing current month's activity as well as past twelve months and upcoming three months booking activity (calendars update daily)
11. Rentalscape clearly and easily differentiates between regular bookings and host-blocked dates that are not revenue-generating
12. Host name (when available)
13. Stay limitations (minimum/maximum)
14. Permit/license number if included in the listing
15. Daily Rental rate at time of booking
16. Rental frequency
17. Individual links to all active listing for the property
18. **PDF copy of each listing, as well as a history of all previous versions of the listing,** to identify any possible changes, as well as keep a record in case the listing is taken down by the host. Each image has a date-stamp showing when it was created and is kept indefinitely.
19. Rental type (Whole home, shared home)
20. Bedrooms and bathrooms advertised
21. Maximum occupancy, per listing

Estimated Sales Tax Based on Rental Activity

22. Occupancy rate
23. Estimated rental income
24. Estimated tax

As seen below (Figure 13), for each property, Rentalscape presents all the available data on the property detail screen, starting with a compliance box highlighting any violations detected. Rentalscape is configured to match the City's ordinance and is capable of flagging violations following the City's exact rules, including but not limited to permit registration and occupancy advertised versus permitted occupancy. Rentalscape looks for bookings less than 30 days when flagging STRs. When bookings longer than 30 days are created, these are correctly categorized as long-term rentals and do not cause a property to be treated as a STR.

Rentalscape actively monitors permit status and STR listings daily, flagging violations as they occur. We have encountered situations where other providers have flagged properties as "no longer listed" or "only performing long-term rentals", that later re-list or take a short-term rental booking and are subsequently missed by these other vendors as violating the City ordinance**. Rentalscape continuously monitors every listing every day** including bookings up to a year in advance. As soon as an unpermitted booking is taken, Rentalscape sets a violation.

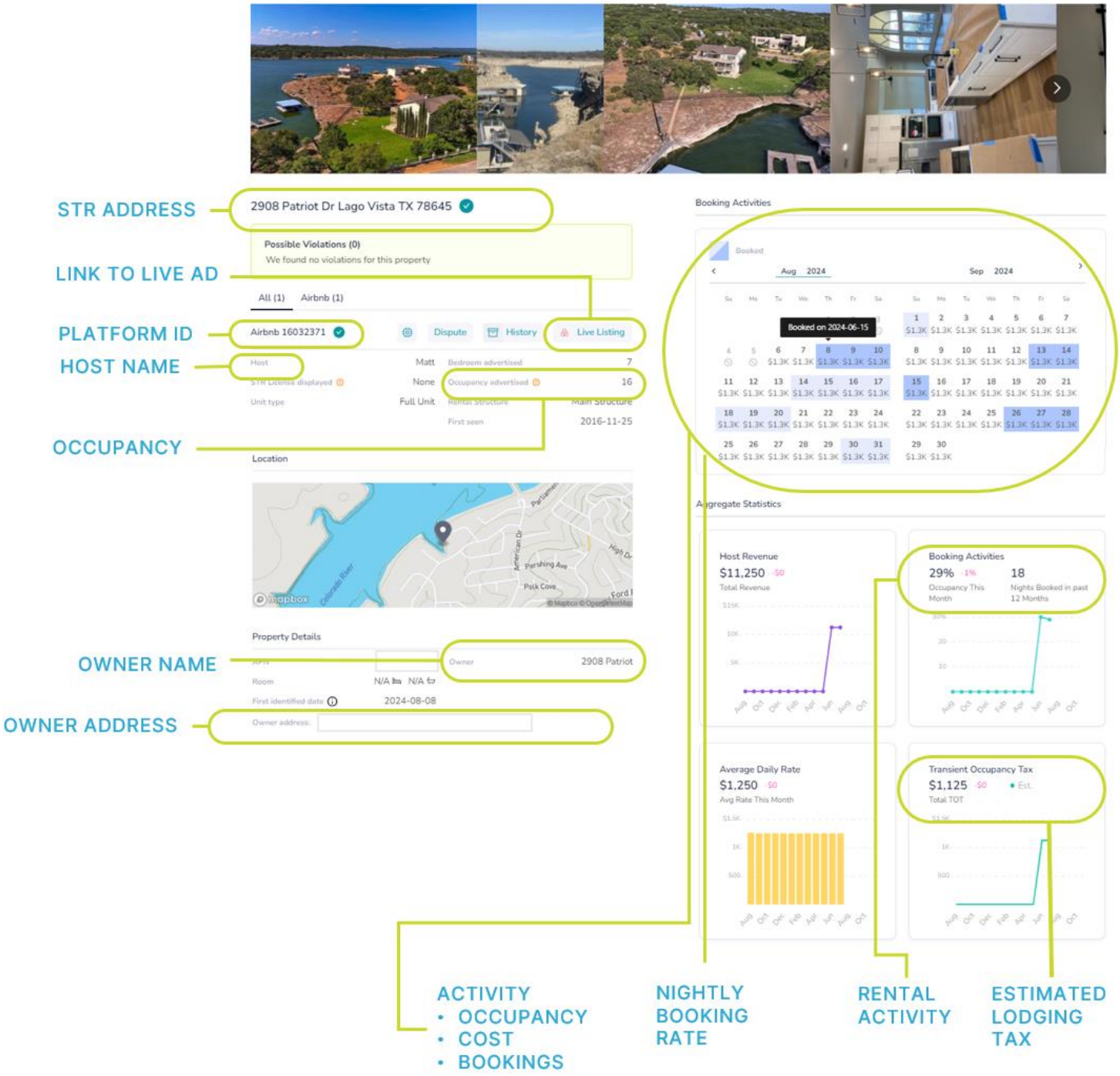


Figure 13: ***Rentalscape STR Property Details for 2908 Patriot Dr, Lago Vista, TX 78645***

Rentalscape also includes a Dashboard that provides an overview of all STR activity in the City. This Dashboard includes aggregated revenue, bookings, and property data, and highlights top-earning hosts and owners. See Figure 14, below as an example of the City of Lago Vista Dashboard. Please note that some charts will not be activated until we go live in Lago Vista.

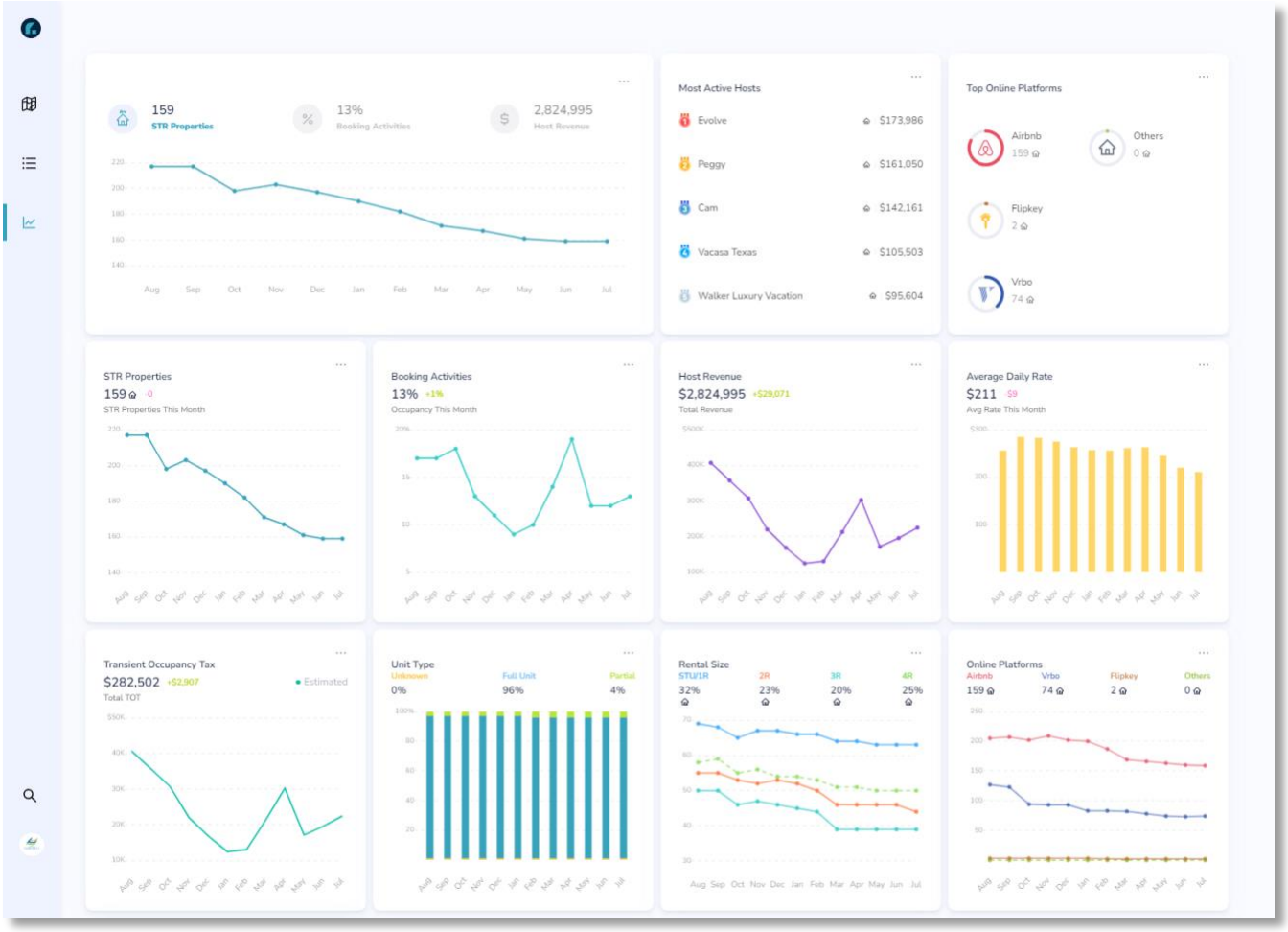


Figure 14: ***Rentalscape Lago Vista Dashboard Example***

Additional Products (Proprietary Information)

STR Registration & Renewal Portal Option

STR Registration and Renewal Portal – [Web-based and Mobile-enabled Online] is an intuitive, user friendly, and fully configurable STR registration system. This portal allows STR owners/property managers the ability to register their short-term rental property with very little effort. The Portal is designed to work with small single property operators, as well as large property managers with multiple properties.

The STR registration portal syncs all data to the local jurisdiction's Assessor Parcel Number, thereby ensuring that only those properties with Parcels in your community can register, thus eliminating the need of activation codes or support from City/Vendor. However, if assistance is needed, the Deckard Team is always there to provide support to the Property Manager or Property Owner if/when needed.

The STR registration portal also tracks by GIS Shape file to allow specific neighborhoods or residential zones to be included/excluded from the ability to register their property, even noting those properties exempt. The registration system can be configured to accept affidavits of compliance, copies of Insurance coverage, any additional requirements and acknowledgement of the submission of a Hotel Occupancy Tax Registration form to the City, along with any other configuration or affidavit necessitated by the City.

Case Study: County of Placer in CA has over 5,000 Short Term Rental Properties with 11,000+ STR Listings associated with those properties. The simplicity of the Rentalscape Registration Portal enabled the Deckard Technologies team on behalf of Placer County to Identify, Conduct Outreach and then Register over 5,000 Properties in under 4 weeks with little need for human interaction.

Configuration of this portal to include the City of Lago Vista branding.

- Adding custom fields such as occupancy rules specific to the City (e.g., occupancy limits, bedroom counts)
- Collection of documents as required for the STR registration process
- STR registration approval portal
- Configurable STR permit pricing and expiration
- Collection of any STR permit fees
- Regular reporting

Rentalscape STR Registration collects permit fees via the Stripe secure payment processing system and allows payment via credit card or ACH bank transfer.

Should the City wish to individually approve each STR permit (some of our clients automatically issue STR permits once payment is received, while others individually approve permits), the **Rentalscape Permit Management** portal allows City staff to view and then approve or reject permit applications. In addition, the portal can be used to suspend or revoke permits when operators are not in good standing.

The **Rentalscape Registration** portal also allows STR operators to update contact details pertaining to their permit for themselves, their property managers, and their local contacts. Rentalscape emails both the applicant and the City for each new application received and every permit approved. Rentalscape also generates a report daily containing the status and details of all permits.

Figure 15 below shows the Placer County Lodging Tax Certificate system showing Placer County specific fields. The Rentalscape staff will work with the City of Lago Vista to configure the registration system as needed.

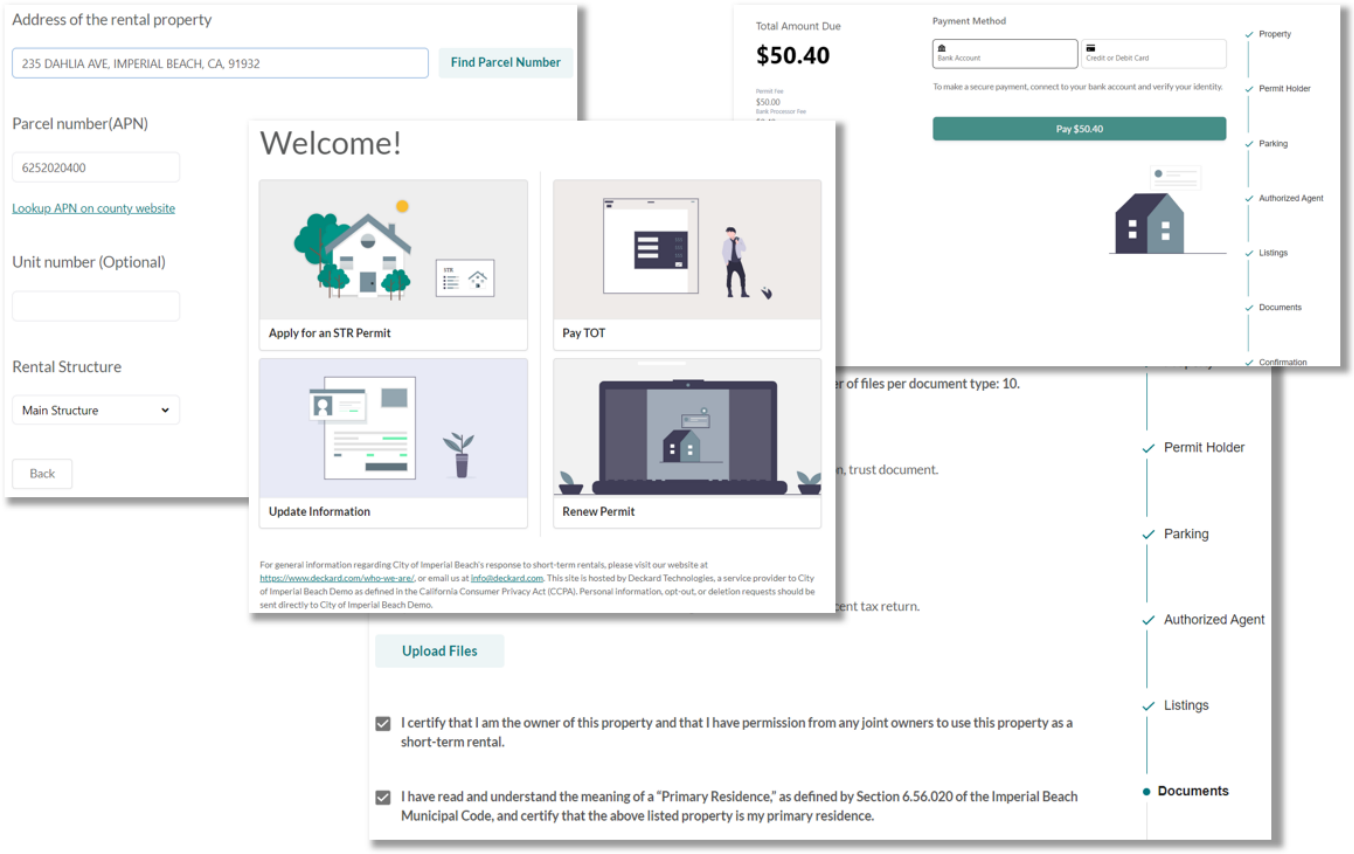


*Figure 15: **Rentalscape STR Registration System***

24/7 Complaint Line & Online Form Option

The Rentalscape 24/7 Complaint Line is available for fielding complaints raised by the public related to short-term rentals. The Complaint Line is a 24/7 Live US Based Bilingual Call Taker environment. The Call Taker collects the appropriate information (i.e., address, property owner, type of incident, date of incident, etc.) and contacts the designated City contact and/or emergency contact information for Owner/Host.

Rentalscape Online Complaint Form is also included. Neighbors can report and provide evidence for non-emergency concerns. The Complaint Form is configurable with your logo. All complaints are logged and reported to the appropriate staff/department.

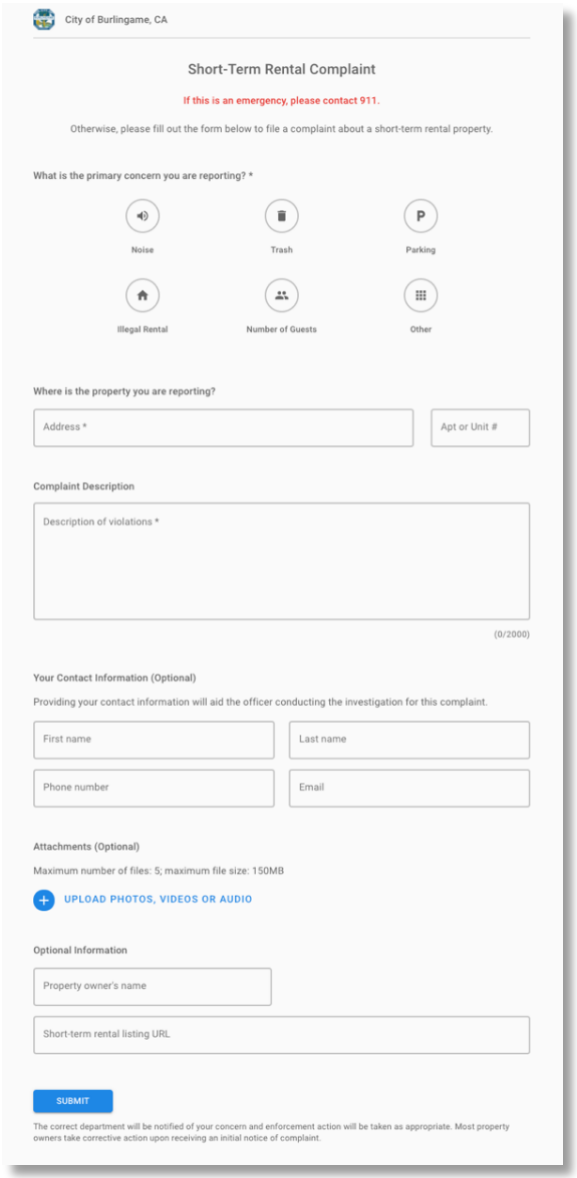


Figure 16: ***Rentalscape Online Complaint Form***

Complaint Line services are offered at 3 different levels:

Basic - Standard call flow. Information is taken and forwarded to the client. Calls are referred to the appropriate staff without follow up required.

Classic - Call Center will contact the local contact when information is available (permitted properties), notify them of the complaint then forward the information to the local city contact.

Premier - Premium call flow. Dispatcher will attempt to get a complaint resolution. The local contact can be contacted up to 3 times before referring caller out to appropriate staff.

Rentalscape Online Complaint Form is also available. Neighbors can report and provide evidence for non-emergency concerns. The Complaint Form is configurable with your logo. All complaints are logged and reported to the appropriate staff/department.

Tax Payment Option

The **Tax Payment Portal** can be utilized to collect taxes from STR operators on a monthly, quarterly, or yearly basis. The Rentalscape Tax Payment system collects information regarding the number of nights available for booking, and the number of nights booked.

The Rentalscape Tax Payment system is configurable for each jurisdiction and includes automatic calculation of tax due based on the City's tax rate, automatic calculation of late fees and penalties, and the ability to apply leniency on a per-property basis for late fees should it be required.

The Rentalscape Tax Payment system utilizes Stripe payment processing that allows for payment by credit card or by ACH payments. Payments are directly remitted to the City. Our existing customers have seen an increase in tax payments following the adoption of this system due to the ease of use of the portal. The Rentalscape Tax Payment system generates nightly reports that are delivered to the City allowing for easy reconciliation of transactions. This system reduces the manual work required when processing paper forms.

Figure 17 below shows the Placer County Tax Payment system showing Placer County specific fields. The Rentalscape staff will work with the City of Lago Vista to configure the Tax Payment system as needed.

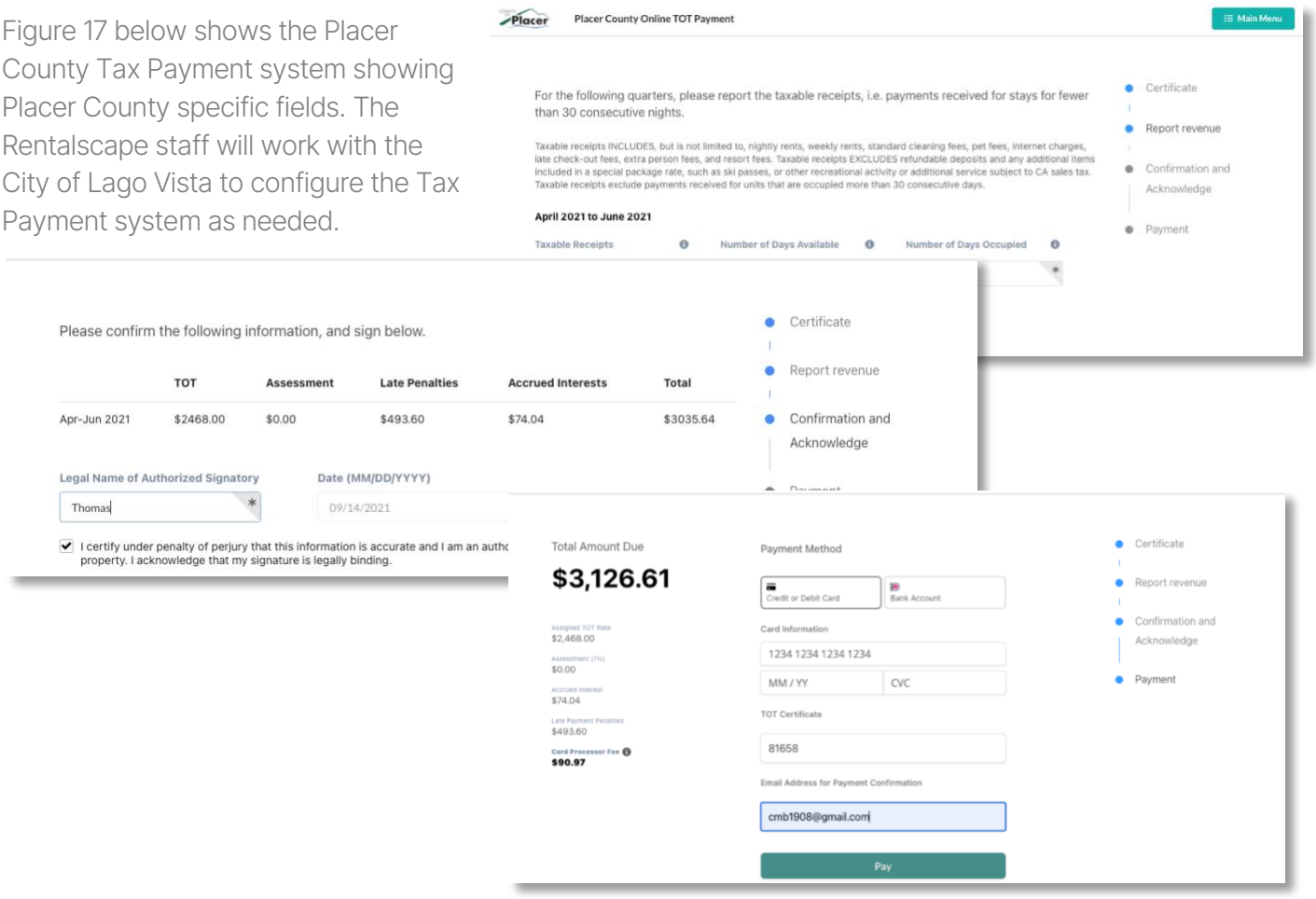


Figure 17: ***Rentalscape Lodging Tax Payment System***

Permit Management Option

The Rentalscape City portal allows City staff to view STR permits and applications, to change the permit status (approve, deny or revoke) and to create notes. The STR permits are automatically associated with any identified STR listings that match the permit address. Rentalscape associates permits with listings using APNs and unit numbers to ensure accuracy.

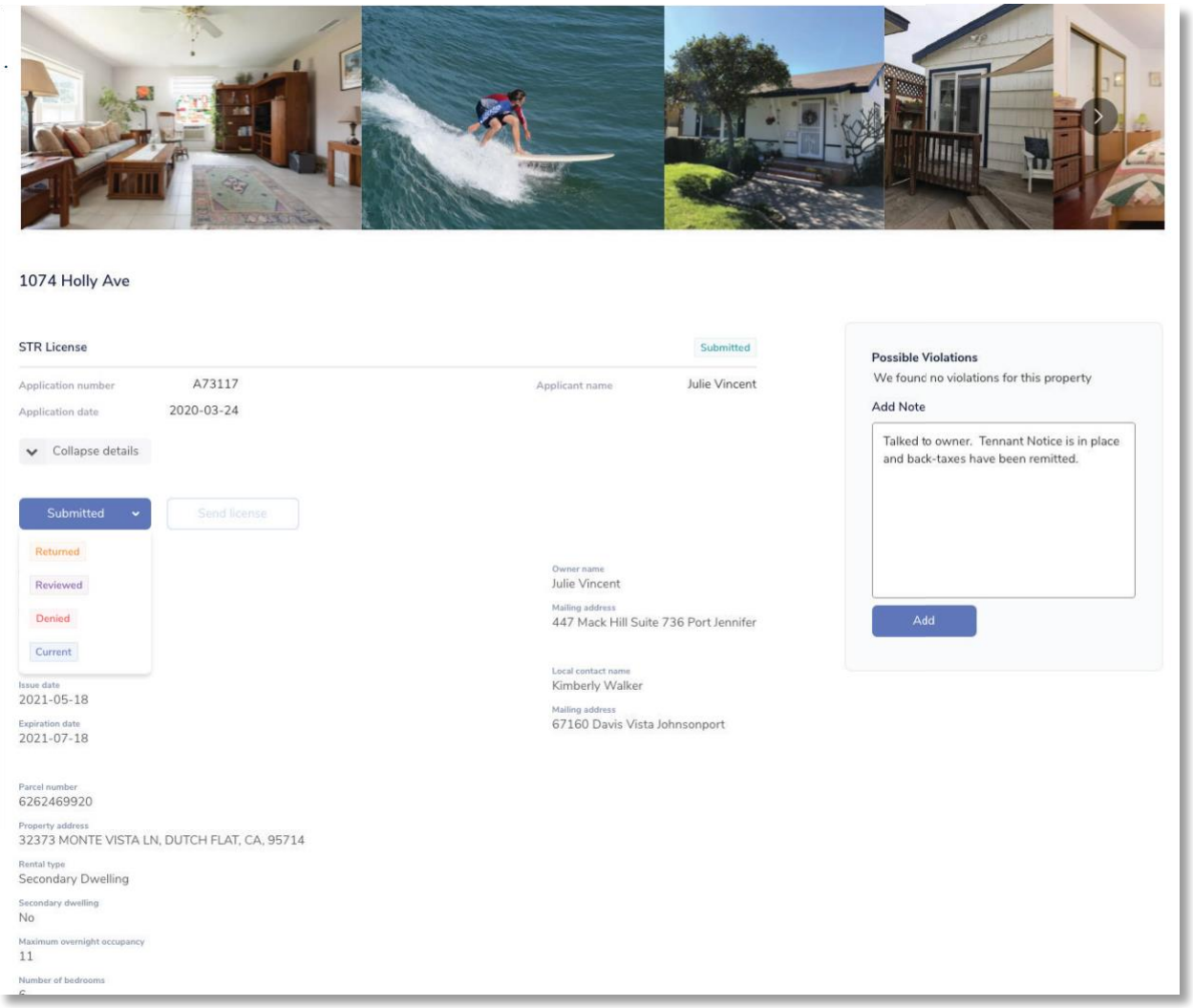
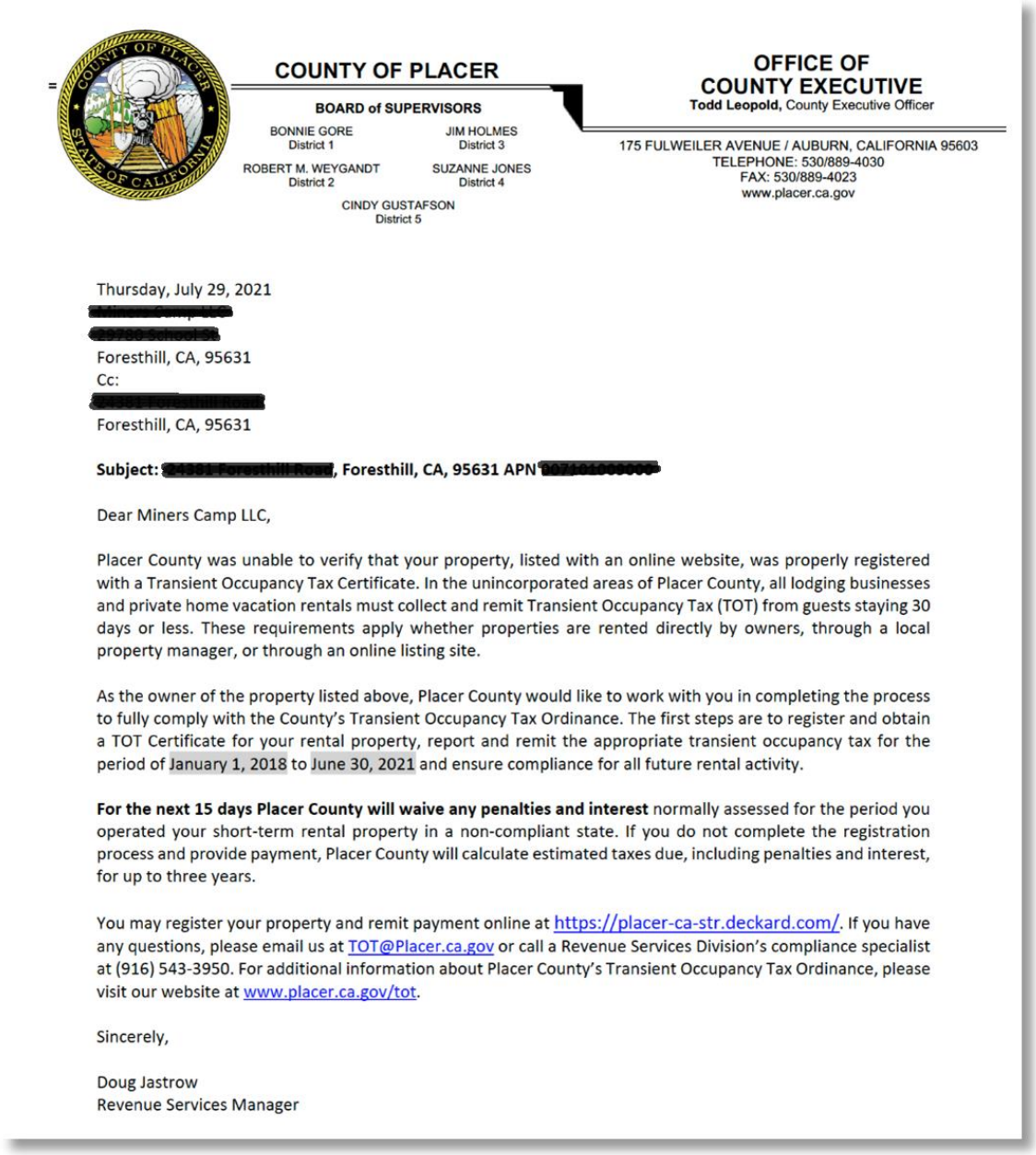


Figure 18: ***Rentalscape Permit Details Screen showing notes, permit status and details of all permits***

Letter Campaign for STR Hosts Option

Rentalscape will create and send letters to all Identified STR hosts, explaining the tax requirements, current rate, and payment process. The letter templates will be approved by the City of Lago Vista staff prior to beginning the mailings.

Rentalscape's targeted letter campaign, timed to generate the best results, has shown great efficacy in cutting the number of unregistered hosts by over 50% within the first six months of a new client engagement. Recently, Placer County in California utilized Rentalscape to identify one property where the taxes due totaled more than $50,000.



COUNTY OF PLACER

BOARD of SUPERVISORS

BONNIE GORE
District 1

JIM HOLMES
District 3

ROBERT M. WEYGANDT
District 2

SUZANNE JONES
District 4

CINDY GUSTAFSON
District 5

OFFICE OF
COUNTY EXECUTIVE
Todd Leopold, County Executive Officer

175 FULWEILER AVENUE / AUBURN, CALIFORNIA 95603
TELEPHONE: 530/889-4030
FAX: 530/889-4023
www.placer.ca.gov

Thursday, July 29, 2021
[redacted]
Foresthill, CA, 95631
Cc:
[redacted]
Foresthill, CA, 95631

Subject: [redacted], Foresthill, CA, 95631 APN [redacted]

Dear Miners Camp LLC,

Placer County was unable to verify that your property, listed with an online website, was properly registered with a Transient Occupancy Tax Certificate. In the unincorporated areas of Placer County, all lodging businesses and private home vacation rentals must collect and remit Transient Occupancy Tax (TOT) from guests staying 30 days or less. These requirements apply whether properties are rented directly by owners, through a local property manager, or through an online listing site.

As the owner of the property listed above, Placer County would like to work with you in completing the process to fully comply with the County's Transient Occupancy Tax Ordinance. The first steps are to register and obtain a TOT Certificate for your rental property, report and remit the appropriate transient occupancy tax for the period of January 1, 2018 to June 30, 2021 and ensure compliance for all future rental activity.

For the next 15 days Placer County will waive any penalties and interest normally assessed for the period you operated your short-term rental property in a non-compliant state. If you do not complete the registration process and provide payment, Placer County will calculate estimated taxes due, including penalties and interest, for up to three years.

You may register your property and remit payment online at https://placer-ca-str.deckard.com/. If you have any questions, please email us at TOT@Placer.ca.gov or call a Revenue Services Division's compliance specialist at (916) 543-3950. For additional information about Placer County's Transient Occupancy Tax Ordinance, please visit our website at www.placer.ca.gov/tot.

Sincerely,

Doug Jastrow
Revenue Services Manager

Figure 19: ***Rentalscape Placer County Complaint Letter***

STR Constituent Portal Option

The Rentalscape STR constituent portal is an interactive public online map for publication of all registered short-term rentals within the City. The exact information on the map can be configured to meet the City's needs and includes information such as the property owner and emergency contact information. The portal is branded with the City's information and can include links to systems such as the short-term rental registration system.

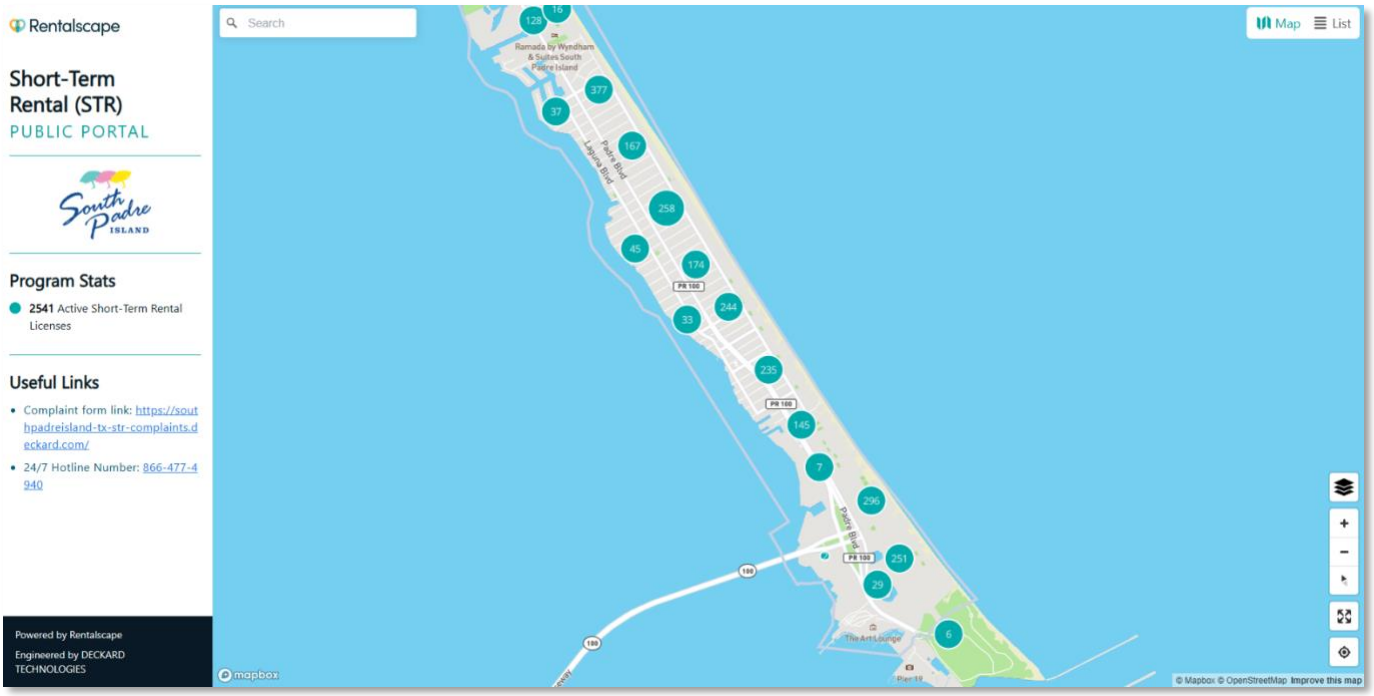


Figure 20: ***Rentalscape STR Constituent Portal***

Rentalscape Inspection Module Option

The Rentalscape Inspection Module is an integral part of our comprehensive solution for managing short-term rental markets. This module is designed to streamline the inspection process, making it more efficient and effective for field agents and city staff alike. It is a web-enabled system that allows agents to conduct and record health and safety inspections directly in the field. With mobile capability, agents can make notes, comments, and even create complaints or tickets (in PDF format) on-site.

This module not only enhances the efficiency of inspections but also improves communication between code enforcement and short-term rental owners. Actions taken in the field can be easily stored or sent via email to both property owners and city staff, ensuring that everyone involved is informed of any necessary changes before the property can be approved. By linking seamlessly with the greater Rentalscape system, this module helps maintain a cohesive and organized approach to managing the City's short-term rental market.

The Rentalscape Inspection Module is user-friendly and designed to support the specific needs of municipalities. It fosters a proactive approach to code compliance, allowing issues to be addressed promptly and thoroughly. This add-on module ensures that short-term rental properties are maintained to the highest standards, ultimately contributing to a safer and more well-regulated market.

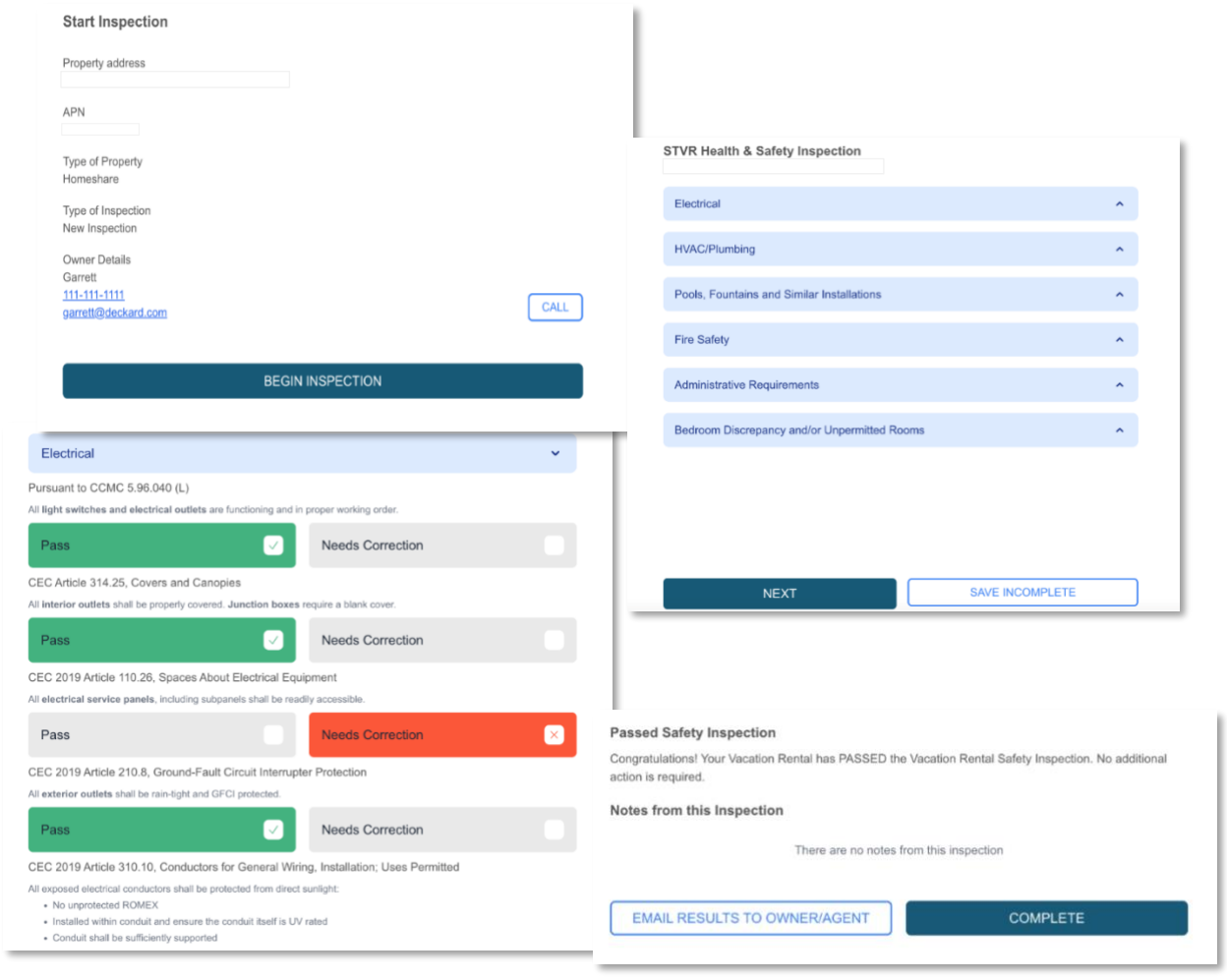


Figure 21: ***Rentalscape Inspection Module***

GRANICUS

Empowering Modern Digital Government

Easily monitor and track Short Term Rental compliance with

Granicus Host Compliance

City of Lago Vista

Request for Proposal for Short Term Rental Tracking, Monitoring & Compliance Software

Mike Bozich
Account Executive
(970) 708-9596
Mike.Bozich@granicus.com

Granicus
1999 Broadway, Suite 3600
Denver, CO 80202
www.granicus.com
Date: August 21st, 2024

Commercial – In Confidence

Cover Letter

Dear Evaluation Committee,

Thank you in advance for allowing us the opportunity to present this proposal. Based on the background information provided in the RFP materials and our extensive experience delivering these services and software to hundreds of cities and counties across North America such as Dallas, Houston, Nashville, Los Angeles, New Orleans, and Washington, DC, we believe we are uniquely qualified to perform the work described and well-positioned to help the City of Lago Vista achieve its short-term rental ("STR") compliance goals.

We are excited about the opportunity to partner with City of Lago Vista and confident that Granicus' govService Host Compliance solutions will be the best fit for your needs. At the core of our govService Host Compliance product offering, we have our **Address Identification** module, which enables communications with hosts and powers our full suite of modules to help manage the additional challenges posed by short-term rentals. We monitor 60+ STR websites, deduplicate listings, and leverage machine learning coupled with a team of more than 200 human analysts to provide our clients with an online dashboard with complete address information and screenshots of all identifiable short-term rentals.

- **Compliance Monitoring:** Ongoing monitoring of STRs for zoning and permit compliance, coupled with systematic outreach to illegal short-term rental operators.
- **24/7 Hotline:** Make it easy for neighbors to report, prove, and resolve non-emergency short-term rental related problems in real-time, any day, at any hour.
- **Rental Activity Monitoring:** Provides you with estimated occupancy and rental revenue for each property based on machine learning modules unique to govService Host Compliance.
- **ESRI Integration:** Seamlessly sync data between your existing ESRI instance and Host Compliance's database of short-term rentals to ensure parcel, address, and ownership consistency and accuracy across systems.

In this response, we will detail why the govService Host Compliance solution is the best fit for the City of Lago Vista. Along with our amazing customer service, City of Lago Vista will be provided an ongoing learning resource with Granicus University. Granicus continues to provide support before, during, and after the implementation. This ongoing support coupled with consistently delivering for its customers has led to Granicus becoming the leader in solutions that support government transparency and civic engagement.[1]

Sincerely,

Mike Bozich

Account Executive

(970) 708-9596

Mike.Bozich@granicus.com

[1]Granicus' statements regarding its plans, directions, and intent are subject to change or withdrawal without notice at Granicus' sole discretion. The information mentioned regarding potential future products is not a commitment, promise, or legal obligation to deliver any material, code, or functionality. Unless otherwise stated, this proposal is valid for 120 days.

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Company Overview

Legal Name: Granicus, LLC (DBA Granicus)
Company Website: www.graincus.com
FEIN: 41-1941088

Granicus has been designing and implementing modern solutions for our government partners since our founding in 1999.

Granicus connects people and government with a unified experience that integrates website, online services, digital communications, and more to serve every resident equally and inclusively.

Purpose-built for government

Granicus' cloud-based technology helps better connect people and government with no- and low-code solutions; unified, intuitive digital experiences; expanded reach to access your community; easy collaboration; and rich resident feedback. Purpose-built for government, our solutions are built with the infrastructure, scale, and security to empower public servant leaders across state, federal, national, and local agencies.

Serving customers worldwide

Our comprehensive cloud-based solutions empower stronger relationships between government and residents across the U.S., U.K., Australia, New Zealand, Latin America, the Caribbean, and Canada. By simplifying interactions with residents, Granicus brings governments closer to the people they serve—driving meaningful change for communities around the globe.

A platform for strong citizen relationships

Granicus products connect more than 300 million people, creating a powerful network to enhance government transparency and citizen engagement.

With Granicus as their digital partner, organizations around the globe build stronger relationships with citizens - improving internal and external operations, community engagement, resident services, and trust in government.

98%

Client retention rate across federal, state/provincial, and local governments.

Dedicated customer support teams

A robust implementation and customer success organization provide 24/7/365 support resources whenever you need them.

Serving every level of government

- 2,500 Local Governments
- 48 of 50 Largest Cities in US
- 200 Special Districts
- 450 Counties
- 250 School Districts

Recognized by GovTech



Granicus has been selected as a GovTech 100 company by Government Technology magazine every year since 2018.

Website: www.granicus.com

Granicus is 100% government focused

As a government-only service and technology provider, Granicus understands the needs of government in a focused and unique way. We work with local jurisdictions of all sizes – from small towns to populous counties, and everything in between. Today, governments must deal with many issues, such as:

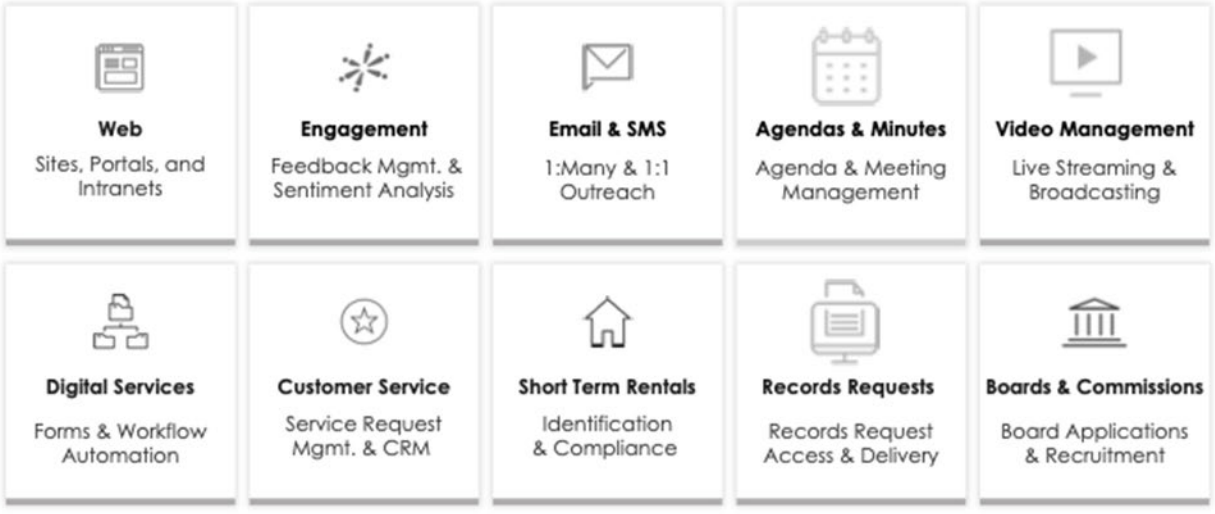
- Not enough staff with the skills needed to build and maintain technology
- Limited resources, requiring governments to do more with less and find ways to streamline how they provide services
- Decline of trust in government and the need to improve and protect it to develop productive relationships
- Inefficient processes resulting from disparate legacy systems and band-aid approaches to solving internal challenges
- Rapid policy changes that require new operations and quickly deployable forms of service delivery
- Resident expectations for more digital interactions

Granicus helps you turn such issues into opportunities to increase trust, boost customer satisfaction, and better engage your community—all while empowering your staff with the right tools, skills, and processes.

Employees

Granicus employs over 1,300 employees in 7 countries including the United States, Canada, The United Kingdom, Australia, and New Zealand. We have over 1,000 US based Granicus employees.

Range of services



Every level of government succeeds with Granicus

2,500 Local Governments	48 of 50 Largest Cities in US	200 Special Districts	450 Counties	250 School Districts
Granicus solutions are the perfect fit for local governments of all sizes - from populations of 9,000 to over 10 million.	Local governments like Los Angeles, Houston, and Philadelphia trust Granicus as their platform.	Two-hundred special districts, including Metropolitan, Electric, Fire, Water, Transportation, Ports, and more use Granicus technology.	More than 450 counties of all sizes use Granicus to increase efficiency and communicate effectively.	Over 250 school districts use Granicus to manage K-12 priorities.

Company Information and Office Locations

US

Legal Name: Granicus, LLC
Website: www.granicus.com
FEIN: 41-1941088

In Business:
Since 1999

Washington D.C. (Contracts)
1152 15th Street NW, Suite 800
Washington, DC 20005
800.314.0147

Denver, CO (HQ)
1999 Broadway, Suite 3600
Denver, CO 80202
800.314.0147

Canada
250 City Centre Ave, Suite 806
Ottawa ON K1R 6K7
800.314.0147

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Key Values

- Granicus uses **user-centered design** principles to create **digital services** that provide self-service options for your community, rather than just migrating current content to a more beautiful container. This increases satisfaction and trust in government for your residents, businesses, and visitors.
- Granicus uses **data-driven decision making.** We are uniquely positioned to learn from real-world behavior by looking at how existing services are currently used in your organization, as well as by our thousands of government customers.
- **If you cannot find it, you cannot use it.** We believe that site visitors shouldn't need to know how local government operates to be able to find the information and services they need. A powerful predictive search engine that utilizes natural language, along with a clear set of top tasks on the homepage, mean that most users can find what they need in one click. Your staff's tasks are prioritized by YOUR actual website usage data (not extrapolated from aggregate data).
- Granicus is **mobile-first** Our product templates, and your content, are tested for **accessibility** and **readability.** Granicus offers a selection of tested and proven content templates that make it easy for your staff to create better digital experiences for website users. Every pattern **meets the high accessibility standards outlined in WCAG 2.1AA** and **Section 508** and uses responsive, mobile-ready frameworks. Our patterns and designs are easy to adapt to support the diverse scope and needs of government digital services.
- Granicus provides **training and governance workshops** specifically tailored to each type of government user. Our robust **online support** and **product feedback** portal encourage your staff's participation in our ongoing product improvement.
- Granicus gives government staff the tools and appropriate **workflows and permissions** to change homepage images/look-and-feel, add forms and services, add CSS to the site when/where needed, and manage the pages and navigation of their site without needing to come back to our team for changes or ongoing development.

Financial Details

- Granicus, LLC is a global leader in customer engagement and experience technology and services for the public sector. Granicus is a private company, and our financial position is not public information. Granicus is backed by Vista Equity Partners and Harvest Partners who together manage portfolio assets valued at upwards of $100 billion.
- Since its inception in 1999, Granicus has a proven track record that includes more than 20 years of experience delivering similar services to our 5,500+ government customers.
- If there are any concerns regarding Granicus's financial standing, please reach out to contracts@granicus.com.

Philosophy

Focus on Client Satisfaction

Simply saying we're dedicated to client satisfaction isn't enough. It's our relentless focus and one that we measure. In fact, across all of our client implementations over the past three years, our average client satisfaction rating is 9 on a 10-point scale.

At Granicus, anything less than the best for our clients is unacceptable.

- **Executives** – Our leadership team guides the entire company to do what is best for our clients. Each week, the leadership team reviews client satisfaction survey results and discusses any proactive actions that need to be taken. Our leadership team also brings years of experience across government, software, design, and technology industries to the table.
- **Certified Experts** – Our certified experts are passionate about helping you deliver a superior digital customer experience, which is why we are constantly learning and implementing new and better ways of doing things. Many of our team members hold the following certifications: Web Graphic Design certified, WebAIM WCAG 2.0 and 2.1 educated, Network and CCNA certified.
- **Project Managers and Customer Support** – Our project managers and customer support team are fanatical about your success and will go above and beyond to support you.



Executive Summary

More municipalities rely on Granicus technology than any other short-term rental monitoring software provider. Granicus provides a one-stop-shop for solutions relating to the unique needs of communities – combining pre- during- and post-regulation monitoring into one integrated platform. Granicus is serving more than 500 local governments with short-term rental ("STR") program management software today and has developed a deep understanding of what works and does not when it comes to enforcing STR regulations. The govService Host Compliance solution is widely regarded as the leader in the STR compliance monitoring and enforcement industry.

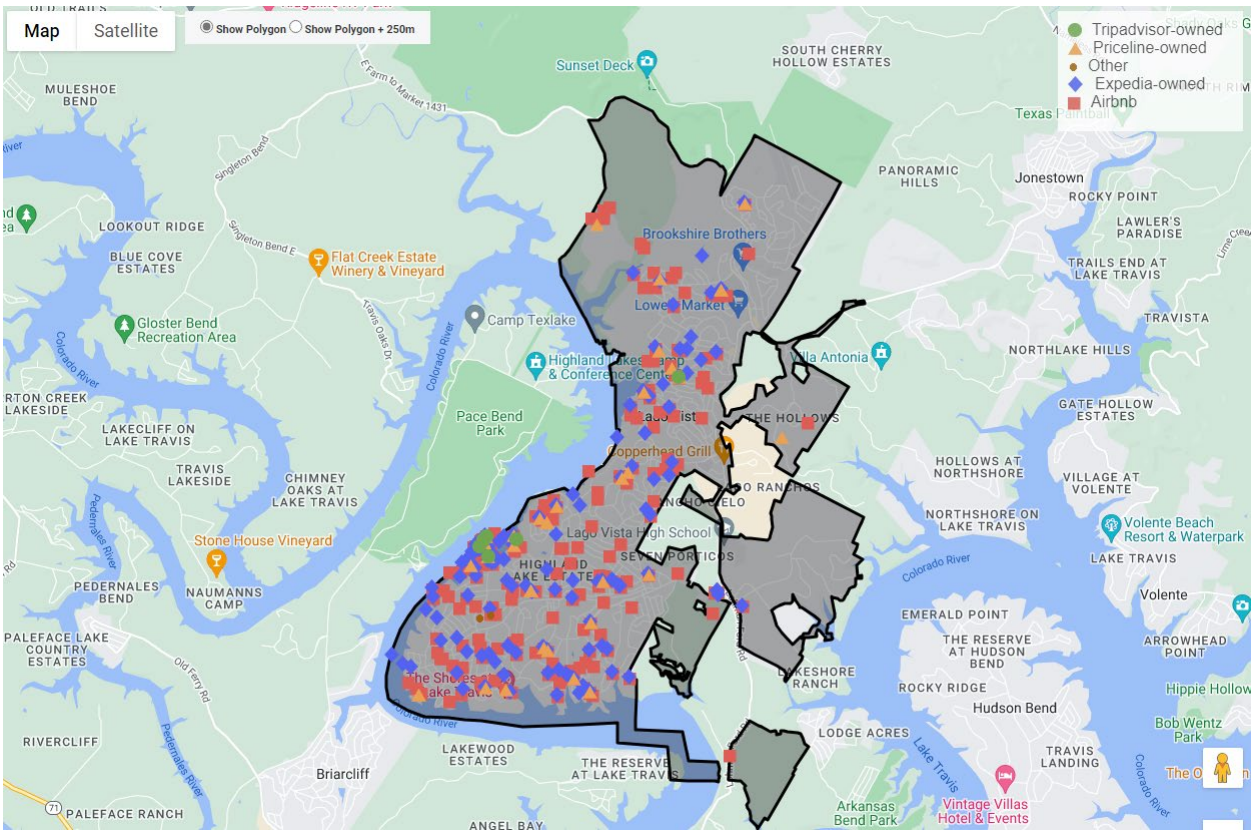
We are known for sharing best practices from working with our expanding customer base of local governments across North America, providing extensive support, and closely coordinating our activities with our clients. Furthermore, Granicus has been selected as a GovTech 100 company by Government Technology magazine for the past six years and has a 98.9% customer retention rate.

Granicus is a leading government software company with more than 6,000 local, provincial, state, and federal customers, which ensures that the Host Compliance software and services will remain ahead of the rapidly evolving sharing economy. From a financial perspective, Granicus is extremely stable and invests more than $20M annually in technology development. This investment means your community will benefit from the latest industry-leading advancements in STR identification and monitoring as well as leading security protocols to meet your data security and privacy law compliance needs.

This deep expertise, customer focus, and data-driven approach to innovation would enable us to help you quickly augment your existing processes with an integrated, cost-effective short-term rental compliance monitoring and enforcement solution that has been proven through widespread use in the local government space.

We believe that the govService Host Compliance solutions will enable your City to meet its objective of identifying and driving compliance of all STRs in Lago Vista.

Our analysis of Lago Vista's local market shows that the City's STR market is incredibly dynamic. To be specific, when we analyzed the STR market from one year ago, we found 315 active STRs. One year later, we find 379 active STRs. This means that in just 1 year, STR units in City of Lago Vista grew by 20%! Moreover, this net growth-rate doesn't tell the whole story and hides the fact that during the same 1-year time-period, 111 listings were deactivated, 97 listings were reposted, while 81 new listings were created, for a 27% annual turnover rate. This means that only 73% of the listings currently active were found online at this time last year, and that the City would have had to identify and deduplicate 546 listings over the course of the year. We believe this is important as it highlights the dynamic nature of STRs, and we believe we are the only firm that has the scale, technology, and experience to provide City of Lago Vista with the quality of service it should receive.



In order to meet the requirements of City of Lago Vista' RFP for monitoring and compliance for the 379 active STRs in Lago Vista, we propose bundling our Address Identification solution, which forms the basis for the Host Compliance platform, with our Compliance Monitoring, Complaint Hotline, Rental Activity Monitoring modules and ESRI integration. The package would meet all the specifications in the RFP including the location, identification, and compliance verification of all STRs. For added details on our full suite of modules:

- **Address Identification** scans over 60 STR platforms for listings, deduplicates them, and leverages machine learning and a team of over 200 analysts to identify the addresses of listings. Our platform takes high-resolution screen shots of all active listings weekly and provides full address and ownership information for identifiable STR listings. The system collects over 150 data points, including all available listing information for non-identifiable STR listings. This module is configured during implementation to assess registration compliance. It also captures sufficient information for more advanced compliance monitoring by any number of parameters (e.g., minimum number of nights available for rent, number of bedrooms and bathrooms, etc.)
- Our **Compliance Monitoring** builds upon the functionality of Address Identification and provides ongoing monitoring of STRs for zoning and permit compliance, coupled with systematic outreach to illegal short-term rental operators. Customize an unlimited number of letter templates, set specific criteria, and send any number of physical letters in bulk via USPS at the click of a button.

- Our **24/7 Hotline** provides both a local, toll-free number and a mobile-enabled online portal for neighboring citizens to report non-emergency short-term rental issues through either channel. Upon complaint submission, the system automatically contacts the emergency contact on file in real-time, pushing the responsibility of resolution back to the host themselves, rather than to police or other non-emergent community resources.
- Our **Rental Activity Monitoring** focuses on occupancy and revenue estimates, going beyond the simple recording of days blocked on a calendar or the number of reviews left. RAM leverages advanced rental frequency and activity estimation algorithms to provide revenue and occupancy estimates on min, mid, and max level tiers, helping staff identify and target any auditing efforts towards those hosts who fail to report or underreport taxes.
- Our **ESRI Integration** eliminates the need for periodic assessor data uploads by integrating with your existing ESRI instance and syncing data bi-weekly across both systems. The integration ensures that Host Compliance is always up-to-date with parcel data, property details and ownership information.

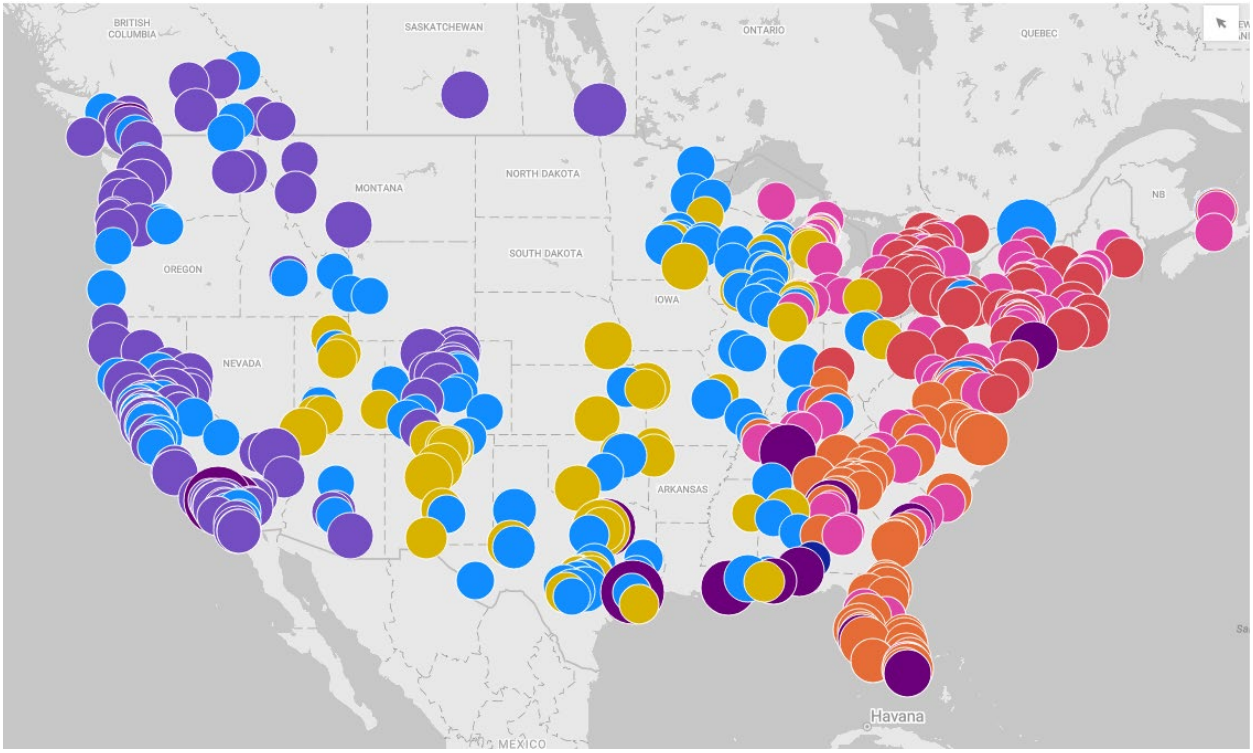
Finally, a highly capable Customer Success team that is dedicated to ensuring the City's effective use of the govService Host Compliance platform is included as part of our solution. We have worked with some of North America's most sophisticated cities such as Boston, Hollywood, Las Vegas, Los Angeles, Nashville, San Antonio, and Vancouver on their STR problems and bring that experience and expertise to all of our customers, large or small.

Why Host Compliance?

Host Compliance is the most comprehensive and secure short-term rental compliance monitoring software on the market - more than 500 government organizations work with Granicus Host Compliance to help them create a more efficient and effective government while ensuring revenue collection.

Trusted

Granicus partners with more than 6,000 governments at all levels to provide solutions that enable better communications, process automation, and engagement. This scale has allowed us to quickly learn from our customers and pioneer best practices around implementation and support, ensuring our partners' success for years to come. Our teams of highly trained project managers, dedicated customer success consultants, and a close marriage between our technical support staff and software engineers are just a few reasons why thousands of organizations trust Granicus to support their initiatives.



Comprehensive

Granicus offers the only comprehensive platform to fulfill your government communications, short-term rental management, meeting and agenda automation, and web content management needs. The Granicus' platform allows you and your staff to work within a single platform for a seamless experience with your Granicus solutions and our support staff.

Overview of Proposed Solution

Granicus is pleased to present our platform of new technology and expert professional services to provide City of Lago Vista with a solution that meets and exceeds the requirements set forth in your Request for Proposal. Our 100% cloud-hosted software solutions were designed specifically for governments like yours to spend less time managing the manual aspects of the short-term rental compliance monitoring process and more time engaging important stakeholders in productive ways. We make this possible by providing our clients with all the software necessary to streamline and automate everything from identifying short-term rental properties to paperless tax payment and collection. Additionally, our user-friendly and easy-to-deploy software solutions were built to make installation and deployment as effortless as possible. Below you will find a description of each of the proposed Granicus Host Compliance Suites, as well as a narrative of our implementation methodology, training, and support overview.

govService Host Compliance

The number of Airbnb type short-term vacation rental listings has grown 15x since 2011. Without strategic ordinances and effective enforcement, short-term vacation rentals can bring safety, noise, trash, and parking problems - as well as impact long-term housing affordability and neighborhood character. Many communities struggle to define and enforce regulations that preserve community character and keep neighborhoods safe while ensuring revenue collection. Manually identification and monitoring of Airbnb type short-term vacation rentals as they continue to grow in number is nearly impossible.

Comprehensive Short-Term Rental Compliance Monitoring Solution for Government

Using artificial intelligence and machine-learning, Granicus' govService Host Compliance solutions provide the data that manual enforcement solutions cannot, reduces the hours spent managing compliance, and provides up to 20 times return on investment with recouped tax, permit, and fee revenues.

What If You Could...

- Understand the scale and scope of short-term rentals in the community and hold non-compliant hosts accountable?
- Recoup critical revenue that would otherwise be lost to non-compliance?
- Establish an even playing field for all types of lodging businesses and reduce the impact on community character?

With Host Compliance You Can...

- Get the visibility you need into your STR listings quickly and cost-effectively.
- Recover up to 20x more revenue from the STR market by increasing regulatory tax and permit compliance.
- Save staff time by automating time-intensive tasks like monitoring STR platforms and communicating with non-compliant properties.
- Make auditing financially viable through smarter identification of operators who under-report taxes or exceed rental frequency and rental-cap regulations.

True Compliance Requires a Holistic Approach. Identifying STRs alone isn't enough.

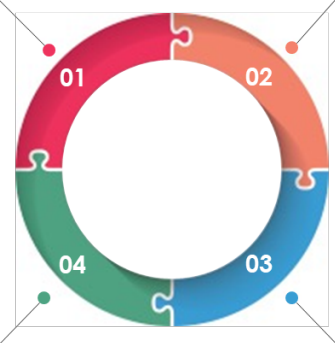
You need to...

Understand the market

Understand the size and scope of short-term rentals in your community

Identify revenue loss

Ensure your community has identified every opportunity for revenue capture, creating an even playing field for all types of providers and residents



Automate and save

Support greater staff efficiency with impactful tools and process automation to help implement and enforce fair regulations

Protect the community

Ensure all lodging providers meet health and safety standards; develop short- and long-term plans to create, grow, or revitalize a community or area

Address Identification

With the surge and resiliency of short-term vacation rentals, government agencies are struggling to address the negative side effects of the growing market while capitalizing on the economic opportunity. On top of that, the lack of data on individual properties makes understanding and verifying rental locations and activity extremely difficult.

Without the data, cities are unable to make sure short-term rental operators play by the rules and pay their fair share of lodging and hotel taxes. Now more than ever, leading governments are turning to data and technology to easily monitor the short-term rental market and find the addresses and owners of all identifiable STRs.

The Address Identification solution provides rich STR data that is secure, easy to manage, and quality checked. Listings across platforms are deduplicated, using machine learning matching algorithms, to produce unique properties for identification by human analysts. Use Granicus to monitor more than 60 vacation rental websites, align internal teams, and ultimately recoup critical revenue that would be lost.

> *We didn't even know 400 short-term rentals existed in Henderson until we saw the map on the govService Host Compliance software."*
>
> — *Eddie Dichter, Planning Manager, Henderson Nevada*

Address Identification Features

- Real-time monitoring of short-term rental listings across 60+ STR websites
- Weekly analysis of STR activity
- STR activity updated weekly through website scanning
- Up-to-date list of active STR listings
- High resolution & full-screen screenshots of all active listings
- Automated evidence collection
- Full address & owner contact information for all identifiable STRs
- All available listing & contact information for non-identifiable STRs
- Export data into Microsoft Excel or CSV files

DID YOU KNOW?

2x

The number of communities with 100+ STRs more than doubled in the last 4 years

Address Identification Advantage

What If You Could...

- See all individual rental property locations and activities in one search?
- Automate time-intensive tasks like monitoring STR platforms?
- Spend less time effectively regulating and enforcing short-term vacation rental regulations?

With Address Identification You Can…

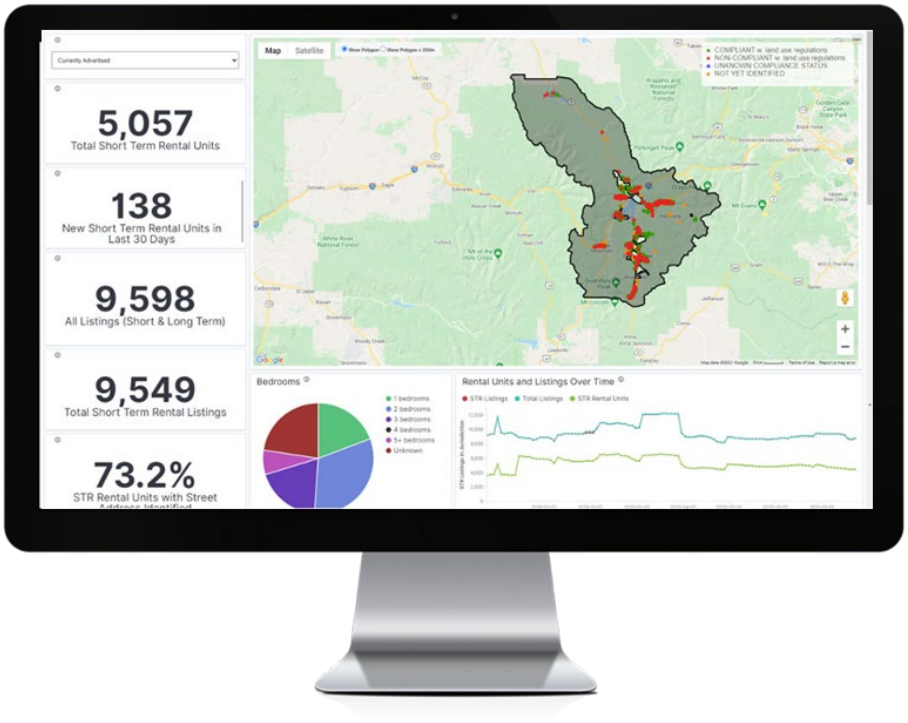


Figure 1. The data and screenshots are made available to authorized users in an easy-to-use online dashboard and records management system and easily exported in Microsoft Excel or CSV file formats.

Quickly Identify the Short-Term Rental Properties in Your Community

- Monitor your community for short-term vacation rental listings across 60+ STR websites.
- Precisely identify the addresses and contact information of the associated properties.
- Ensure that your database of short-term vacation rental properties is always fully comprehensive and up to date.
- Access collected data easily with a live web-delivered dashboard.

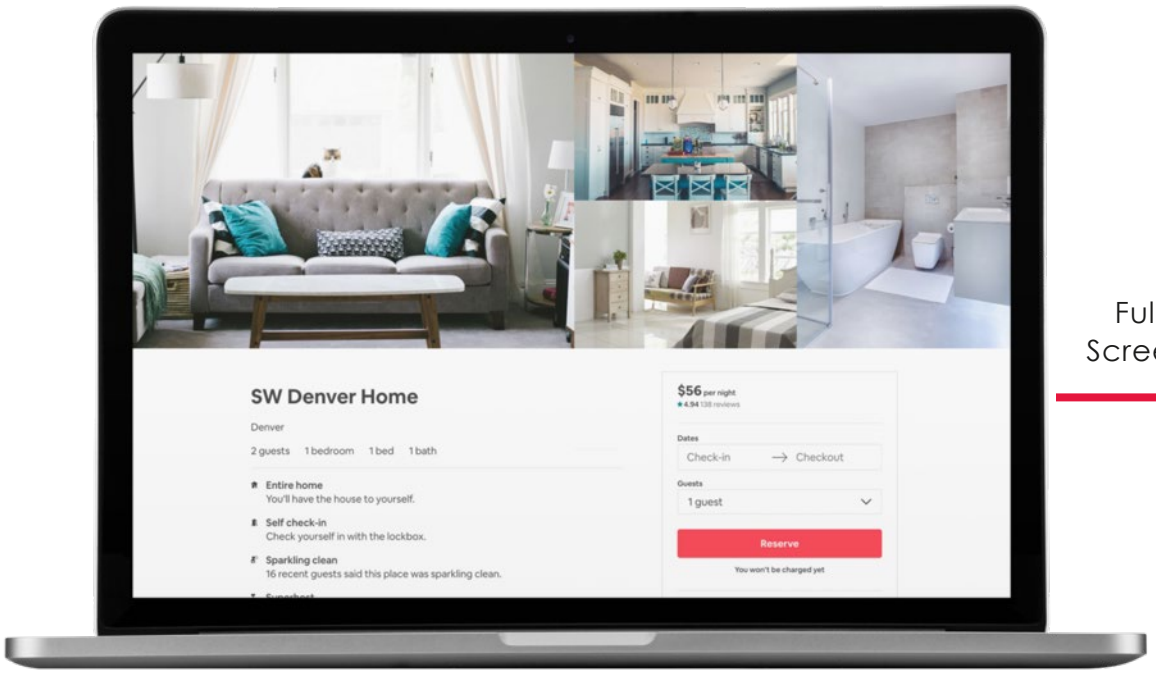




Figure 2: Time stamped, high-resolution images and full-screen capture of each active listing available to print or download.

Automate the Systematic Capture of Listing Screenshots

- Time Stamped full-screen screenshots available to print or download.
- Deduplication of Listings across multiple platforms
  - Listings across platforms are deduplicated, using machine learning matching algorithms, to produce unique properties for identification by human analysts.
- STR activity updated weekly for non-compliant properties through website scanning.
  - High-resolution images and screen capture of each active listing (including reviews)
  - Screenshots are time-stamped and include everything related to the listings, including photos, maps, reviews, and descriptive information.
  - Each Screenshot is captured on a random time and day to eliminate the risk of non-compliant short-term rental operators "gaming the system."
- Providing the rationale and evidence is critical if there is ever a dispute with a homeowner over the availability of his/her property for vacation rental.

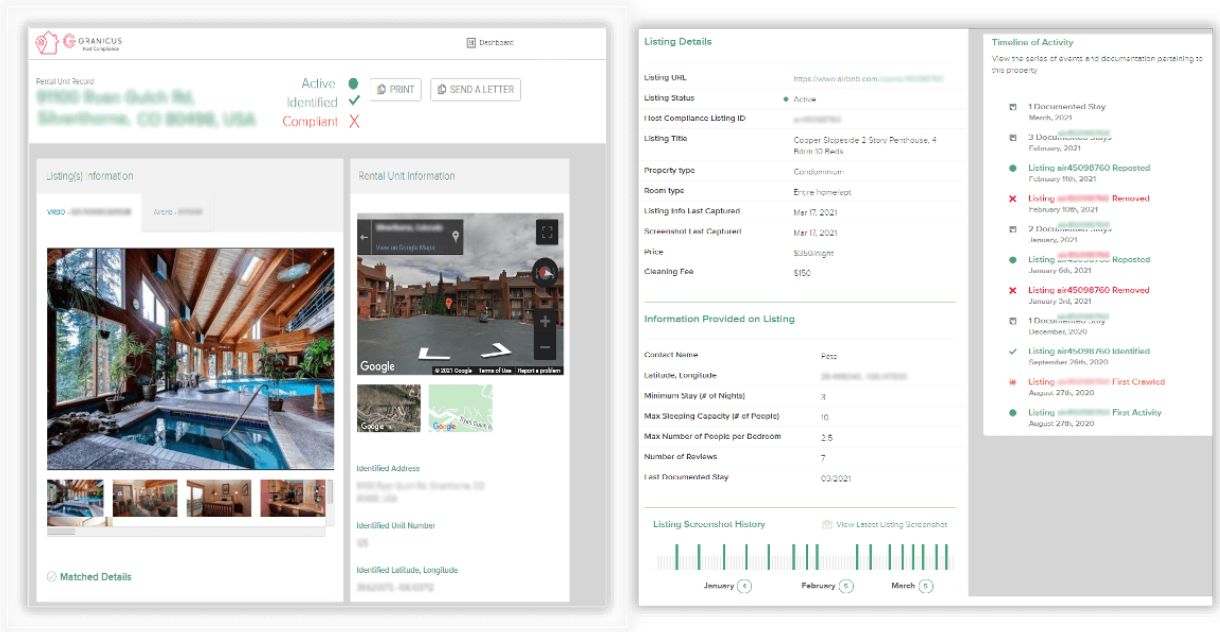


Figure 3: Rental Unit Record - detailed analysis of individual rental units including listing details such as, property type, price per night, cleaning fees, min. night stay, max occupancy and more!

Get a Detailed Analysis of Individual Rental Units

- Listing status
- Complete photo archive of listing images
- Edit owner information
- Timeline of activity including stays
- Removed/reposted listings (Capturing even those trying to stay off your radar)
- Download or Print evidence of listing activity
- Address Identification Match Details

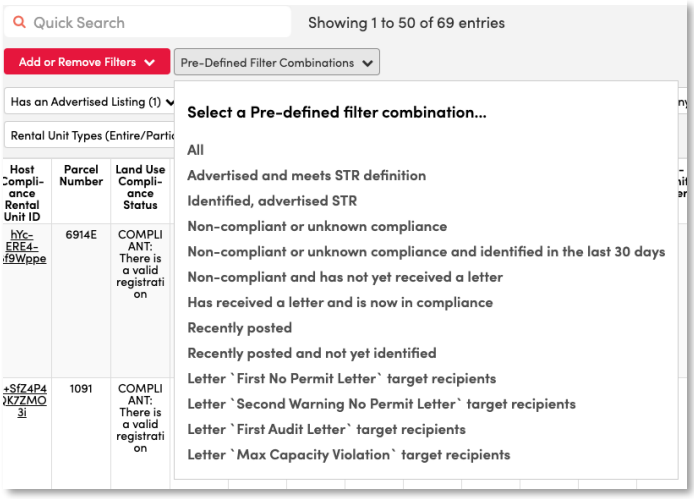


Figure 4: Tabular display of ALL short-term rentals. Quick search, filter, and sort on all relevant data points to create custom reports or set Pre-Defined Filter Combinations. Reports can be downloaded at any time to Microsoft Excel/CSV.

Have a Tabular Display of All Short-Term Rentals

- Pre-defined filter combinations for quick access
- Quickly search fields to find specific information
- Filter and Sort on more than 150 data points and segment short-term rental listings by all relevant dimensions including zip/postal code, usage type, and property type. In addition to the data points listed in the RFP, Host Compliance's data can also be filtered, segmented, and analyzed by the many parameters below:
  - Listing platform
  - Compliance level
  - # of Bedrooms and Bathrooms
  - Maximum advertised occupancy
  - Maximum permitted occupancy
  - Minimum # of nights available for rent
  - Host Name/ID
  - Listings of Other Rentals Offered by the Host
  - # of Reviews
  - First and Last Review dates
  - The date the property was first active
  - Nightly rental rate
  - Contact information, when available
  - A limited number of keywords that may be identified by the City as being of interest
  - …and many other parameters

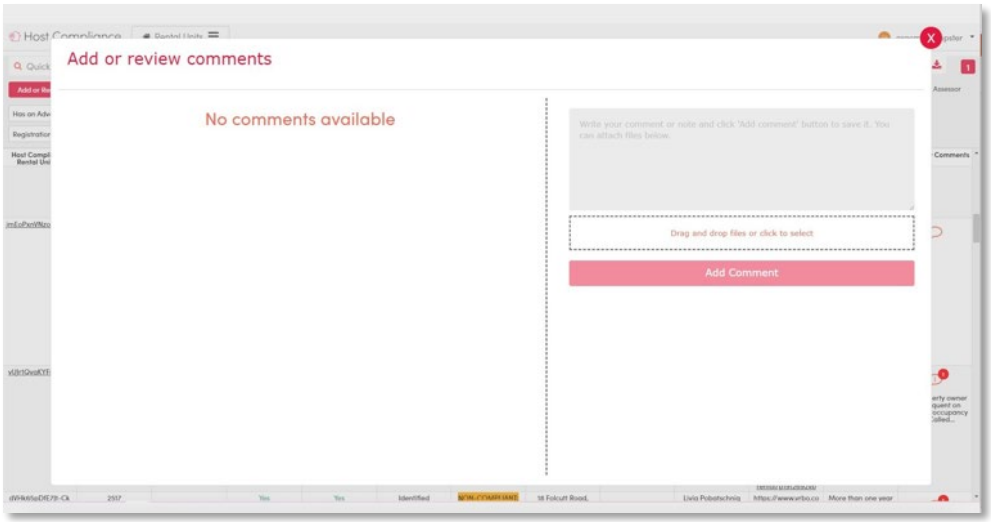


Figure 5: Easily track the status of individual rentals and create case notes by adding comments or documents. These comments will be time stamped by the individual user so other staff members can be aware of any details related to that property/owner.

Track Status and Case Notes on Individual Rental Units

- Enable efficient interdepartmental collaboration
- Leave comments related to the property for other team members
- Upload photos, documents, etc.

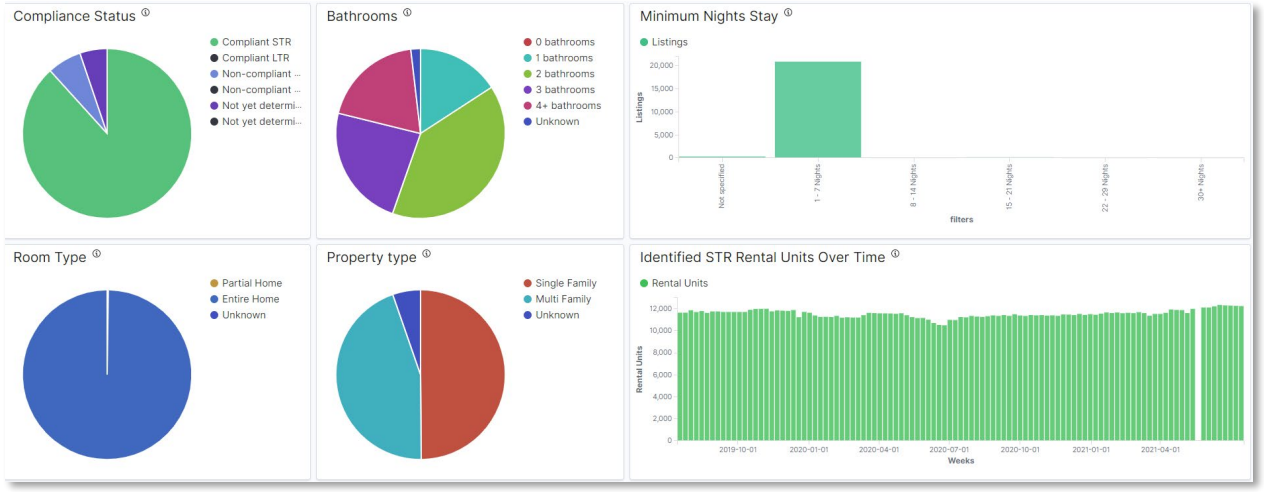


Figure 6: Data about the listing type, home size, rental activity, and compliance status is provided in color-coded charts and graphs, allowing staff to understand the scale and scope of the local STR landscape at a glance.

Leverage Data to Enforce Short-Term Rental Regulations

- Configure your STR definition (e.g., Advertised less than 30 days)
- Configure allowable and/or restricted zones in your community
- Number of advertised allowable nights (e.g., Minimum Night Stay)
- Number of advertised guests (e.g., Occupancy Limits)
- Registration Requirements (e.g., Permit, License, Registration, State/Provincial Business License)
- Extract Permit, License or Registration number advertised on STR Listings
- Verify Permit, License or Registration number advertised on STR Listings with number on file

Compliance Monitoring

The number of communities significantly impacted by Airbnb type short-term vacation rentals has more than doubled in the last four years. Combatting illegal short-term rental activity becomes even more difficult as listings rise. Knowing who is operating a short-term rental (STR) in your community is only half the battle. To ensure that everyone plays by the rules, it is important that operators are educated, compliance is constantly monitored, cases of suspected non-compliance are thoroughly investigated, and the operators who fail to follow the rules are notified proactively.

To make this data actionable, our systems compare it against regulation requirements, and then automatically categorize and label all advertised short-term rental units based on their compliance level:

- Fully compliant properties (e.g., properties that meet all regulatory requirements)
- Partially compliant properties (e.g., properties that satisfy some, but not all the regulatory requirements)
- Non-compliant properties (e.g., properties that do not satisfy any of the regulatory requirements)

Without automation and streamlined processes, there is not enough time in the day to accomplish it all.

> "I could not do what Host Compliance does. I don't think a team of ten could do what they do."
>
> – Kelli Nevills Senior Code Enforcement Officer, Douglas County, Nevada

Compliance Monitoring Features

- Ongoing monitoring of STRs for compliance
- Proactive outreach to non-registered & illegal STR activity
- Weekly compliance reporting
- Up-to-date list of STRs operating illegally
- Comprehensive reporting of all letters sent
- Full-color screenshots of online listings included in letters
- Complete case history for non-compliant listings

DID YOU KNOW

20-30%

Issues with STRs growing at an alarming rate of up to 30% year over year

Compliance Monitoring Advantage

What If You Could...

- Inform property owners of the requirements for operating a short-term rental and how to take action without burdening your team?
- Send personalized communications to non-compliant STR property owners without needing to manually print and mail letters?
- Give your staff time back in their day to focus on community priorities by automatically identifying non-compliant properties?
- Deliver measurable results cost-effectively and quickly without using more resources?

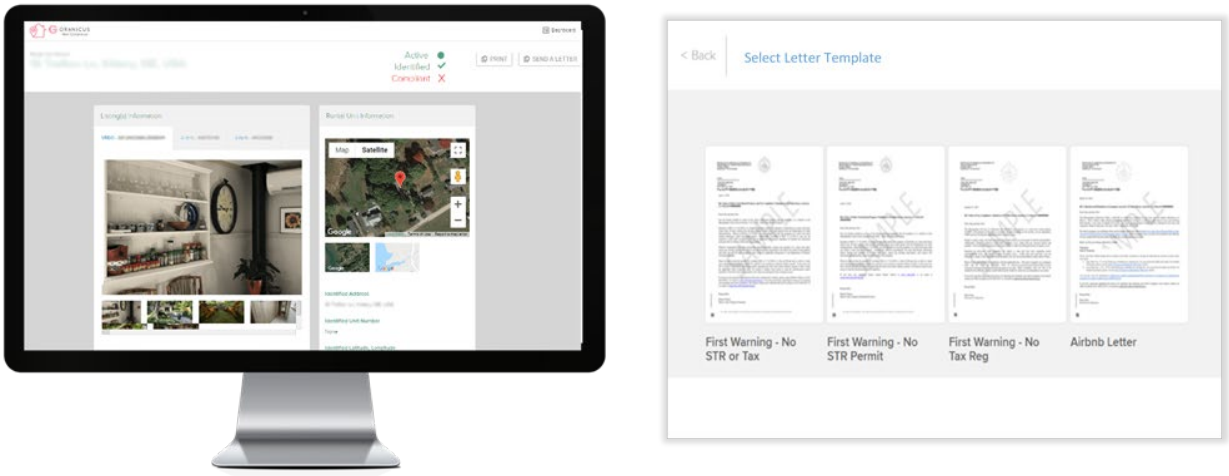


Figure 7: Stay in control and save time by sending your enforcement letters with the click of a button.

With Compliance Monitoring You Can...

Make it Difficult for Non-Compliant or Illegal Operators to Ignore You

- Staff can easily send property owners direct mail communications to make them aware of your STR regulations and requirements with just a few clicks, for example:
  - When new non-registered properties are first identified, staff can send the owner an "initial warning" letter to remind them of the City's STR requirements and provide instruction on how to get into compliance.
  - If the owner does not comply with the rules within 30 days of receiving the "initial warning" letter, staff can send a follow up letter with a more sternly worded "Notice of Violation" letter.
  - If an owner does not comply with the rules after receiving the second letter, staff can review to determine the necessary follow-up based on your STR regulations and compliance rules.
- Include high resolution, color listing screenshots in letters - this inspires action and increases compliance exponentially!
- Include step-by-step directions on how to become compliant
- Reference the specific regulations violated
- List the potential penalties for continued non-compliance

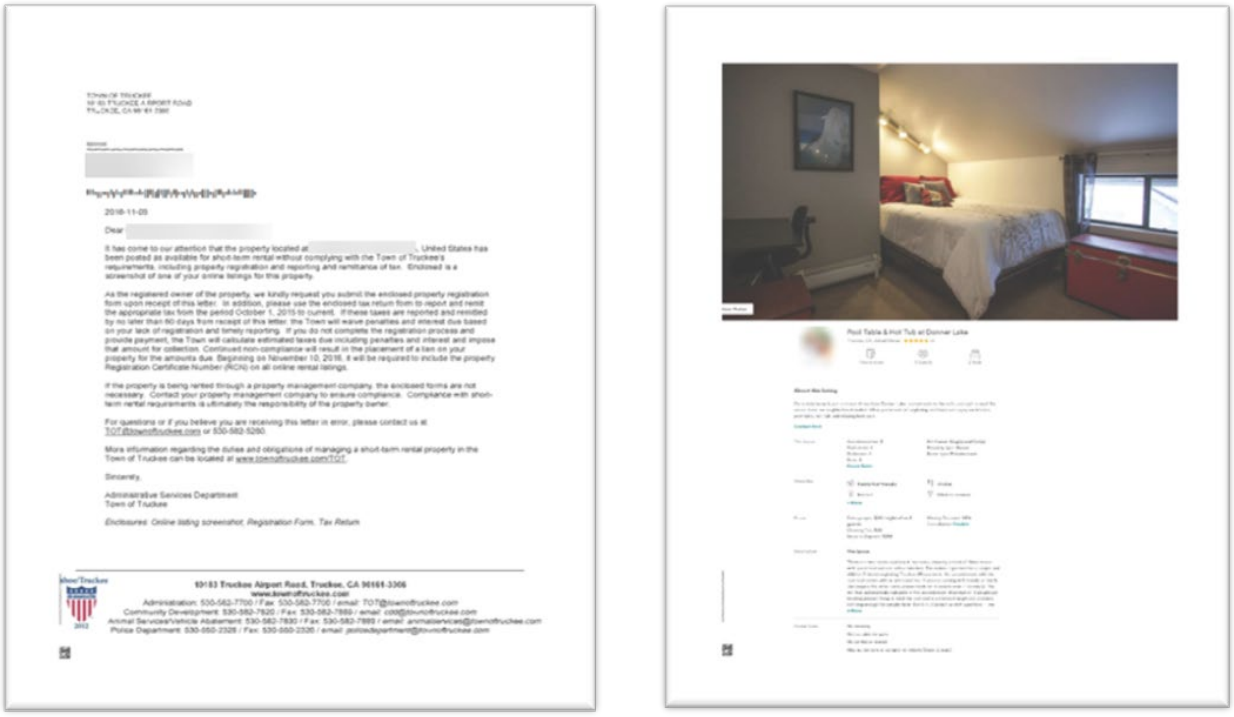


Figure 8: Increase your outreach effectiveness and efficiency by automatically adding evidence to communications.

Save Staff Time by Automating Time-Intensive Manual Tasks

- Efficiently and effectively monitor both illegal and compliant STRs.
- No more envelope stuffing and stamp licking! Send letters using your letterhead with just a few clicks.
- Get access to best practice communications that can be optimized for the
- best compliance results.
- Comprehensive monitoring and reporting for all proactive and reactive compliance outreach all in one dashboard.

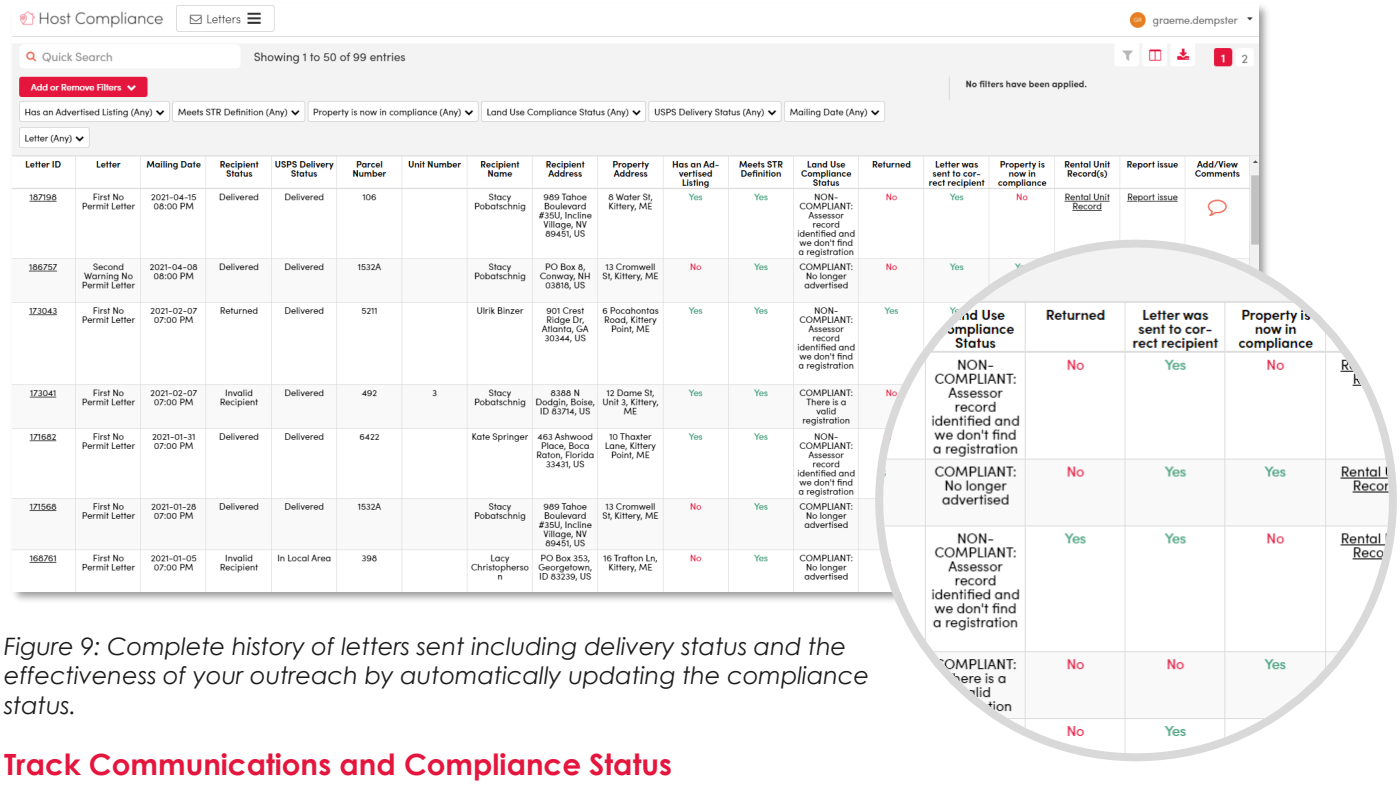


Figure 9: Complete history of letters sent including delivery status and the effectiveness of your outreach by automatically updating the compliance status.

Track Communications and Compliance Status

- Newly listed compliant and non-compliant short-term rentals
- Short-term rentals that have eliminated all advertising on all the websites monitored by Host Compliance
- Re-listings of non-compliant properties
- Short-term rentals that have become compliant because of outreach
- Short-term rentals that are still listed despite initial or repeated outreach
- Verify that letter notifications were sent to the correct address, and track whether email notifications were opened

Rental Activity Monitoring Lite

Many short-term rental operators fail to report and remit the right amount of short-term rental related taxes. Likewise, many cities and counties struggle to enforce their rental frequency and rental cap related regulations. Identifying the under-reporting of taxes and rental cap violations is increasingly difficult as tax collectors and code-enforcement staff often lack the data and proof needed to go after tax-dodgers and ordinance-violators.

> Short-term rentals are different than hotels. With hotels, you have an auditable trail. Host Compliance gives us that auditable trail. We can make sure we are collecting taxes fairly." –
>
> Zak Kelley, a Special Project Manager, Metro Government of Nashville, and Davidson County

Rental Activity Monitoring Features

- Up-to-date list of specific short-term rental hosts suspected of under-reporting taxes
- Easily comparable tables to demonstrate the difference between what revenue and bookings have been reported and the estimates captured via rental activity and machine learning algorithms
- Automatic capture of online indicators of rental activity
- Detailed revenue breakdown by quarter for each
- Easily target underreporting for external audits
- Custom reports and analysis to support tax audits and other STR related investigations

DID YOU KNOW?

90%

of hosts generate 40% of the revenue — randomly selecting hosts to audit doesn't produce a great ROI on your efforts.

Rental Activity Monitoring Advantage

What If You Could...

- Improve the ability to monitor property tax collection without burdening your staff?
- Easily calculate historical estimates on occupancy and rental revenue figures for each short-term rental property?
- Save time and resources with comprehensive, data-informed reporting?

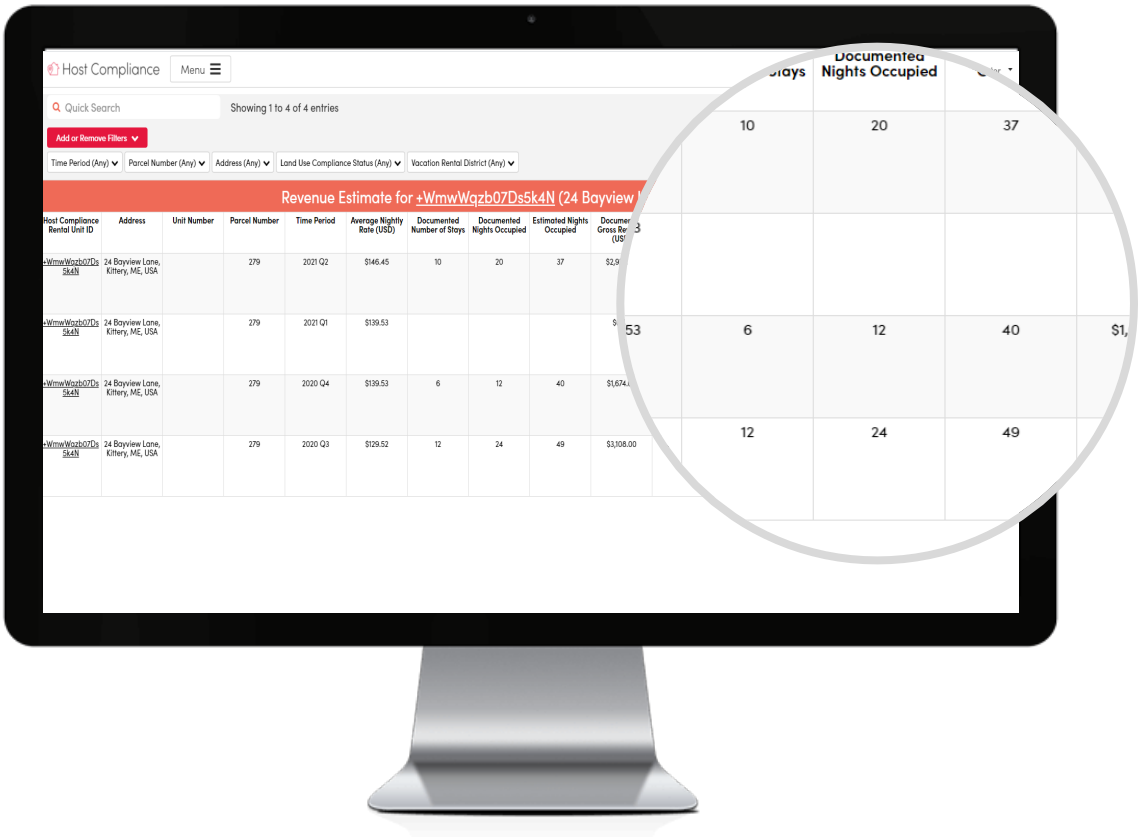


Figure 10: Detailed breakdown of occupancy/rental frequency by short-term rental units including total Documented and Estimated nights occupied.

With Rental Activity Monitoring You Can…

Monitor Rental Occupancy/Rental Frequency Violations

- Identify occupancy/rental frequency violations by STR listings for signs of rental activity
- Reliable evidence of Documented Stays and Documented Nights Occupied
- Proprietary algorithm to calculate estimates on a low, mid, and max basis

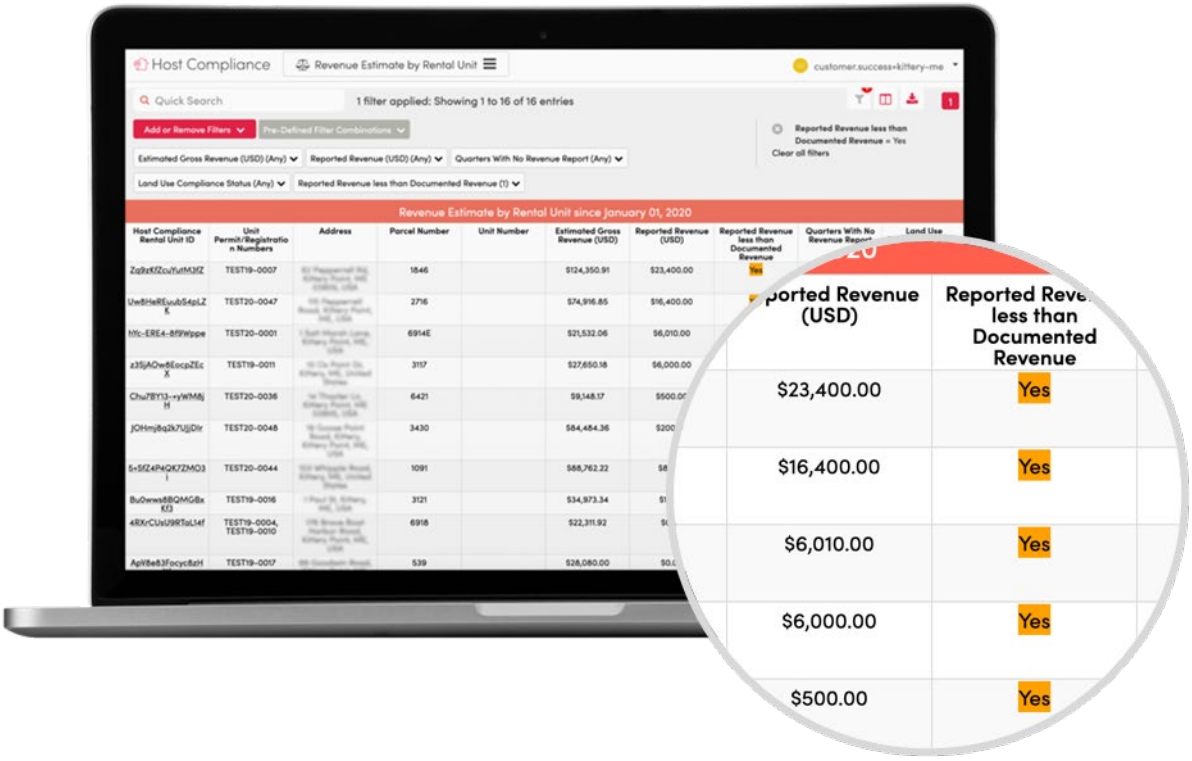


Figure 11: Identifying tax fraud and occupancy/rental frequency violations by STR listings for signs of rental activity.

Compare Reported Earnings and Nights Occupied with Rental Activity Data

- Receive estimated occupancy and rental revenue for each property
- Automatically identify hosts who are under-reporting on taxes or exceeding occupancy regulations
- Parcel out revenue and booking estimates total between All Platforms and Non-Airbnb platform activity.

24/7 Hotline

Many cities and counties are wrestling with complaints about "party houses," parking issues, excess trash, and safety concerns related to short-term rentals. Addressing these complaints in real-time has traditionally been difficult. A simple, personal notification without having to involve police resources is often all that's necessary, but few governments have the resources to track and execute individual follow up.

Our 24/7 telephone hotline and online complaint resolution service allows neighbors to report non-emergency STR problems, submit evidence, and initiate automatic follow-up activities virtually, making your job a lot easier.

> We had an abundance of calls for police services for domestic violence, for drug use, for trash, noise. It became a real issue in the community...and we needed a faster way to identify the short-term rentals and begin enforcement action on them."
>
> –Pete Roque, Code Enforcement Supervisor for Garden Grove, California

24/7 Hotline Features

- Improve response time with real-time outreach to the emergency contacts of problem properties
- Gather photo and video evidence of noncompliance to incite an evidence-backed citation
- Stay updated with detailed reports and dashboards that track all short-term rental related complaints in real-time and over time
- Communicate via text & by phone call to 24/7 emergency contacts
- Receive an email for every complaint received, with a recording of the phone call
- Receive full documentation of all reported incidents — including digital recordings and written transcripts of all calls
- Ensure photos, video footage, and audio recordings can be included to document complaints
- Allow residents to report anonymously with the ability to turn on anonymous complaint option

DID YOU KNOW

239%

The increase in STR party-related incidents in 2020

24/7 Hotline Advantage

What If You Could...

- Improve the ability to resolve non-emergency STR issues without burdening staff?
- Simplify reporting non-emergency related STR complaints?
- Save time and resources with a comprehensive dashboard, digital recordings, and written transcripts of all reports?

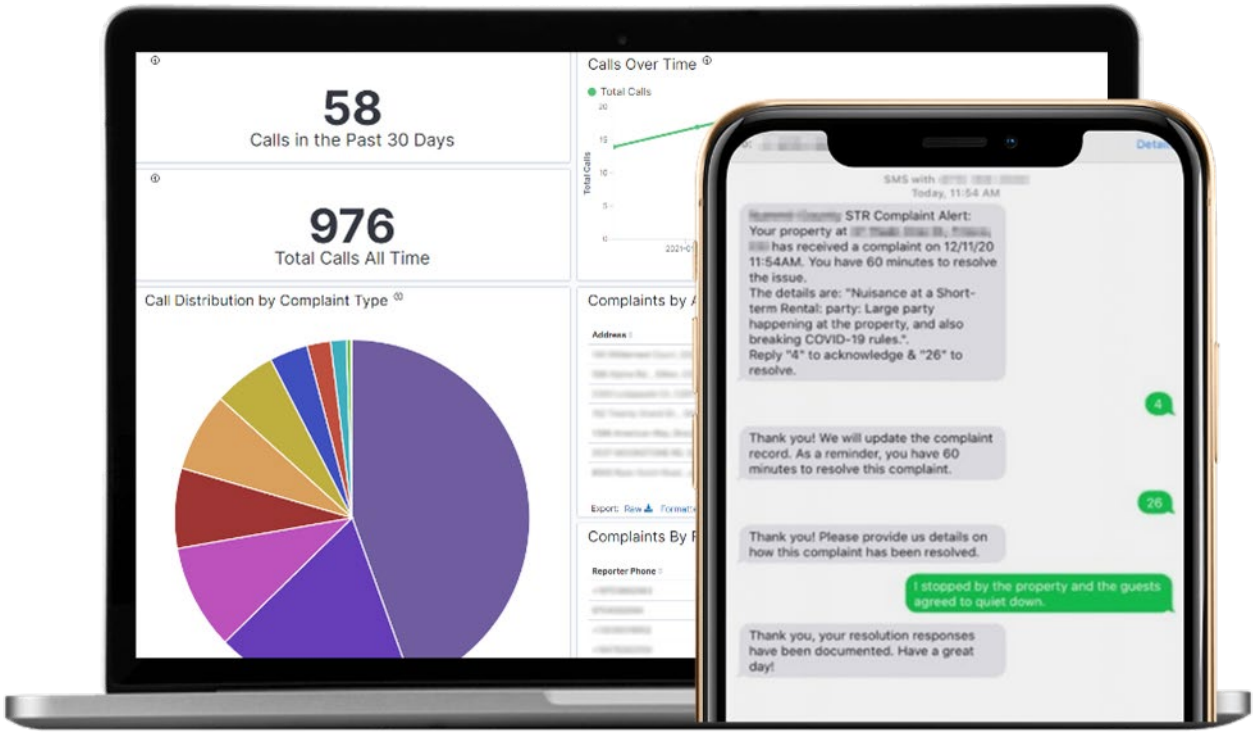


Figure 12: Get detailed reports and dashboards to track all short-term rental related complaints in real-time.

With the 24/7 Hotline You Can...

Deliver Actionable, Tailored Solution

- Automated text & email notifications to the emergency contact on file
- Allow emergency contact to acknowledge and resolve complaints via SMS
- Complainant can opt-in to a callback to update the status of the complaint and escalate the issue
- Real-time outreach to owners of problem properties

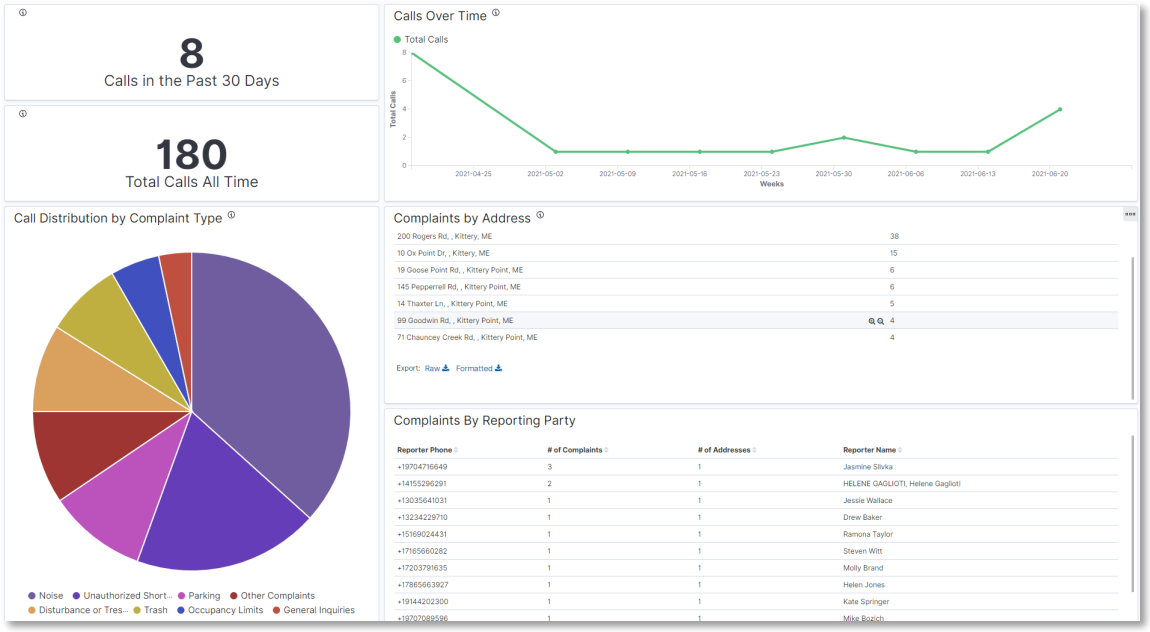


Figure 13: Dashboard summary of all short-term rental related complaints to quickly identify Complaint Type and properties with frequent violations.

Track How Well Your Efforts Are Performing

- Track the number and type of reported incident
- View summary statistics for reported properties
- Monitor hotline related activities with an intuitive dashboard
- Track how well your efforts are performing

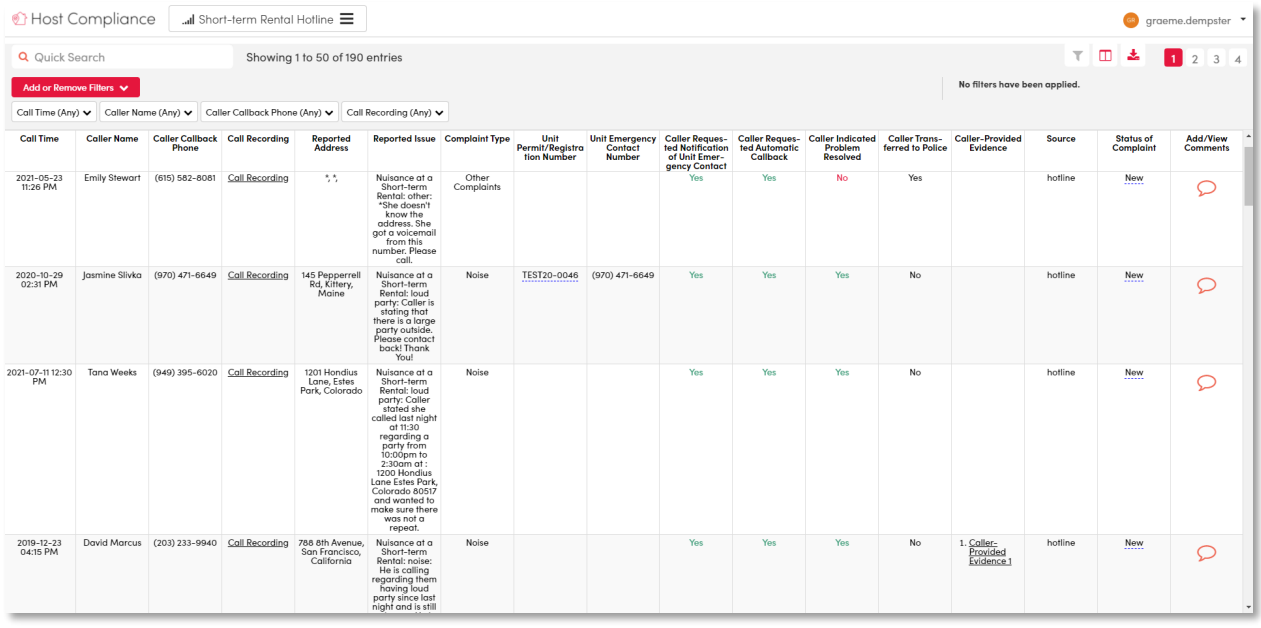


Figure 14: Complete history of all calls and online reported complaints, including call recordings and any supporting evidence provided by the complainant.

Manage Escalations and Complaints Easily

- Use escalation or dispatch functionality if the issue is not resolved within an allocated time frame
- Option to manually manage complaint statuses
- Leave case notes and additional details for collaboration across enforcement team

Give Your Residents a Voice with an Online Complaint Form

- Report issues at short-term rental properties from anywhere
- Mobile enabled for resident ease of use
- Instantly capture and upload supporting evidence from the camera on your device

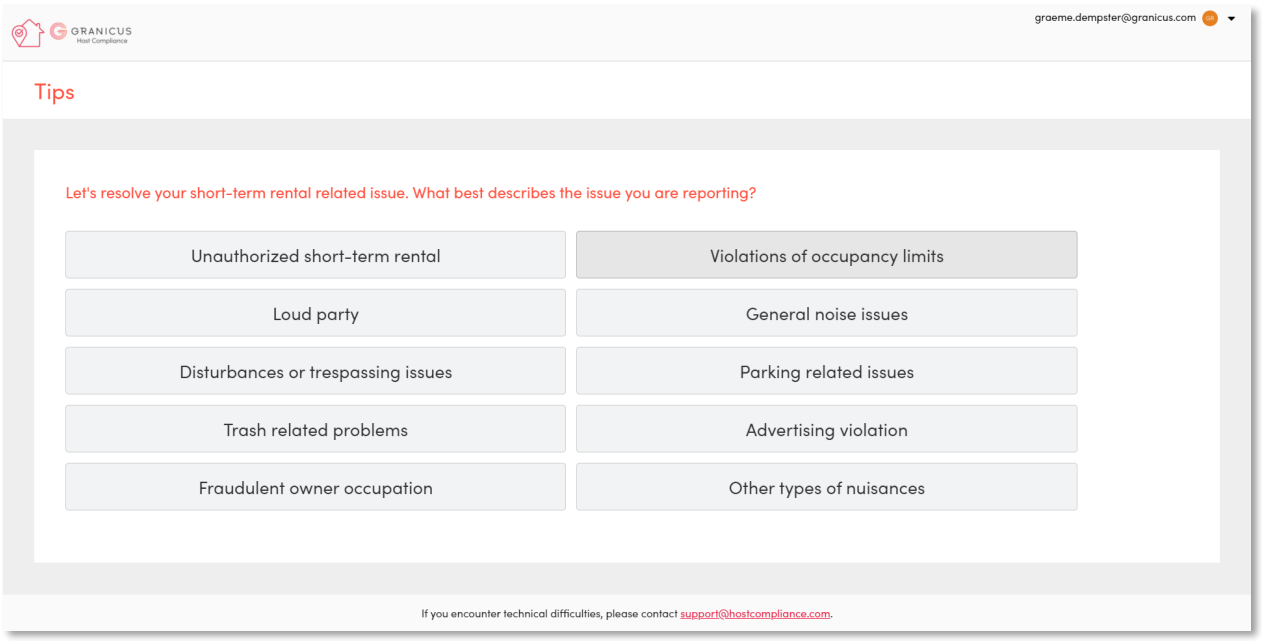
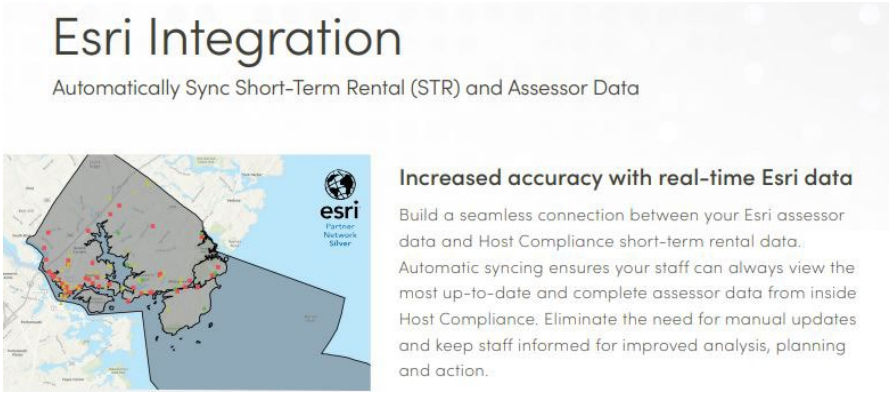


Figure 15: Simple online issue/complaint reporting.

ESRI Integration

Many cities and counties leverage ESRI as their GIS instance to capture, update, and report on parcel, zoning, and ownership information within their jurisdiction. Host Compliance's address identification process couples machine learning with the latest parcel and ownership information provided, in order to tie listing advertisements to physical property addresses systematically. Many jurisdictions eliminate the process of providing this master data set via manual upload through our exclusive partnership with ESRI and the integration built specifically for the Host Compliance solution. Bolster identifications of short-term rentals at the County level and keep your inventory of STRs within Host Compliance up-to-date by directly integrating your existing source of truth via the County's ESRI instance.

Streamlining your ESRI instance helps improve processes and leads to better data. Our Implementation and Product teams will work directly with the County to access your feature layer with the required data points using a templated approach, build the connection, and map the data. In doing so, there will never be stale ownership information and all short-term renal related data within Host Compliance will sync bi-weekly to match your internal records.



ESRI Integration Features

- Bi-weekly sync of parcel and ownership data from existing GIS into the Host Compliance STR database
- Ability to pull in multiple layers for the full scope of GIS data pertaining to STRs
- Elimination of periodic manual data uploads
- Read-only template file provided for mapping of data during the implementation and integration build process.

NOTABLE SUCCESS

"Data is the key to everything we do. Without this data, it would be really difficult to show people what is happening. ... [It] gives us a much more complete foundation for our decision making."

–Elisabeth Lawrence, County Commissioner, Summit County, CO

Permitting, Licensing & Registration

The first step in any short-term rental compliance program is getting the hosts and property managers to register their properties to remain compliant or remit taxes. Many communities are struggling to modernize their short-term rental registration processes, and as a result, they are unable to maximize compliance, reduce costs, or increase tax revenues.

Host Compliance builds tools for local governments that help them streamline the registration process and guide applicants through what could otherwise be complex permitting workflows. Plus, Host Compliance makes it even easier for operators to become compliant because there are no additional usernames or passwords to remember. The result? Happier staff and happier residents.

> Host Compliance has improved client services for greater flexibility and convenience. The online portal has saved time and resources...It has also been a popular way to connect people to one-on-one assistance with our staff."
>
> –Roy Given, Finance Director, Marin County, California

Permitting, Licensing & Registration Features

- Streamlined annual renewal process
- Branded outreach for swift compliance
- Fully configurable processes to meet your specific registration requirements
- Ease of use, error-proofing, and legal compliance
- Higher compliance rates and increased efficiency
- Better data for enforcement
- Mobile (cell phone, tablet, etc.) optimization and responsive design
- Configurable workflows and forms
- Automated reminders
- Clear and easy-to-read instructions and navigation

DID YOU KNOW

50%+

of short-term rental hosts prefer to handle their business from their mobile devices? Our solutions are enabled for mobile.

Permitting, Licensing & Registration Advantage

What If You Could...

- Give staff and residents a user-friendly and easy-to-administer solution for the registration of non-compliant STRs?
- Simplify outreach with personalized communication that directs the owner how to apply for an STR permit or license online?
- Save time and resources by reducing errors and wasted staff time and wasted energy?

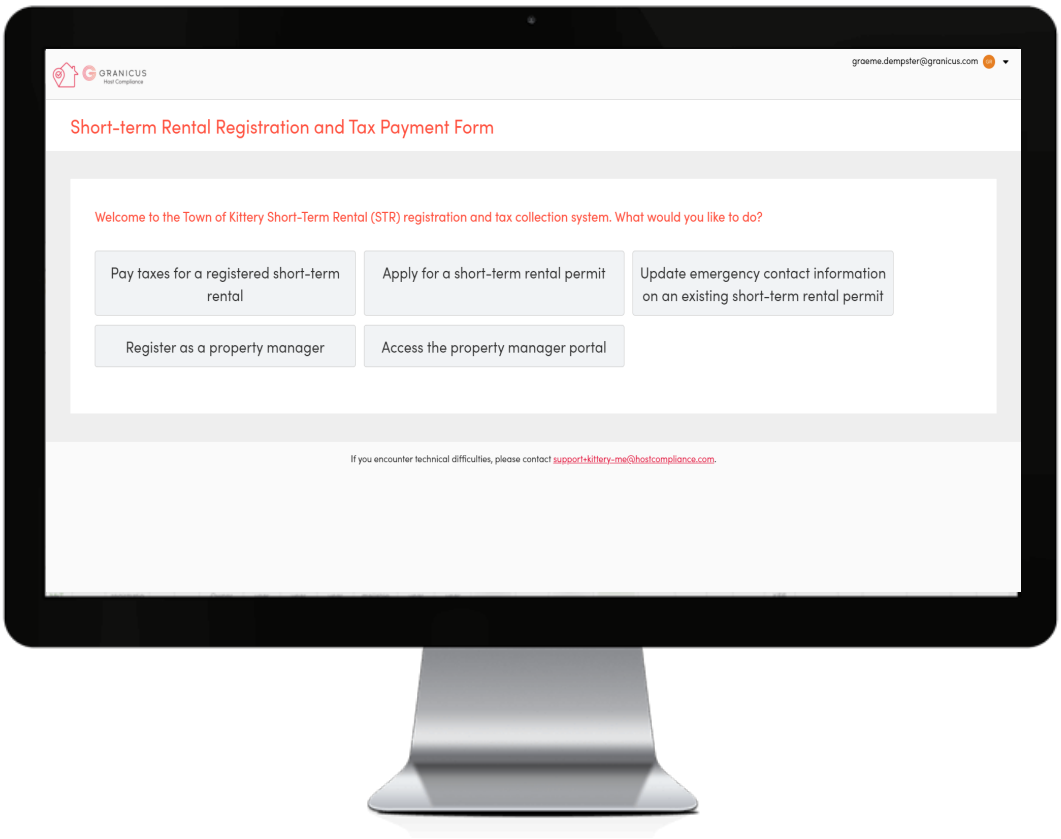


Figure 16: Simplify permitting and registration processes for residents and significantly reduce the administrative costs on the back end.

With Permitting & Registration You Can…

Streamline Your Short-Term Rental Permitting, Licensing, and Registration Process

- Make it easy for STR hosts to register and renew from anywhere
- Clear and easy-to-read instructions and navigation
- Mobile friendly forms that work on any device (e.g., responsive design, resized text)
- Allow for online payment collection (e.g., Credit Card, Debit Card, and ACH)
- Collect electronic signatures from any device
- Elevated compliance rates and increased revenue collection

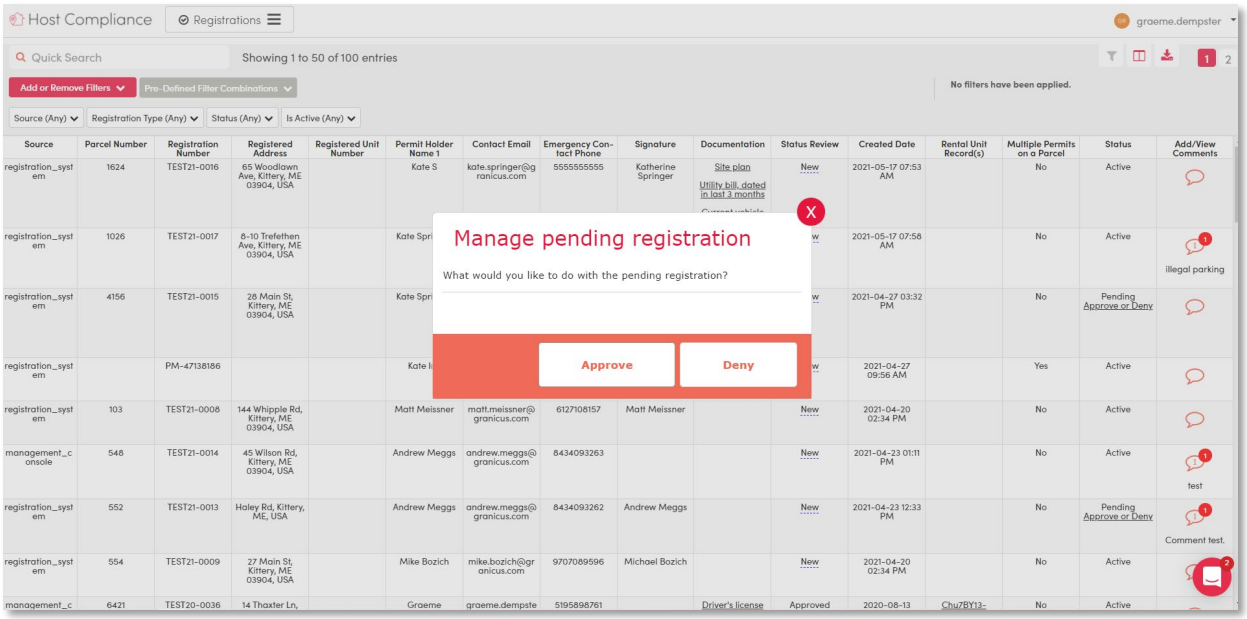


Figure 17: Easily manage the review and approval/denial process on a single screen.

Easily Review and Approve or Deny Applications

- Confirmation emails automatically sent to applicant during review
- Printable PDF with Registration # and Expiration automatically emailed upon approval
- Ability to perform follow-up outreach to properties who do not submit sufficient documentation
- Staff explanation included in automatic email notification for denied applicants
- Configurable review status (e.g., Department Reviews)

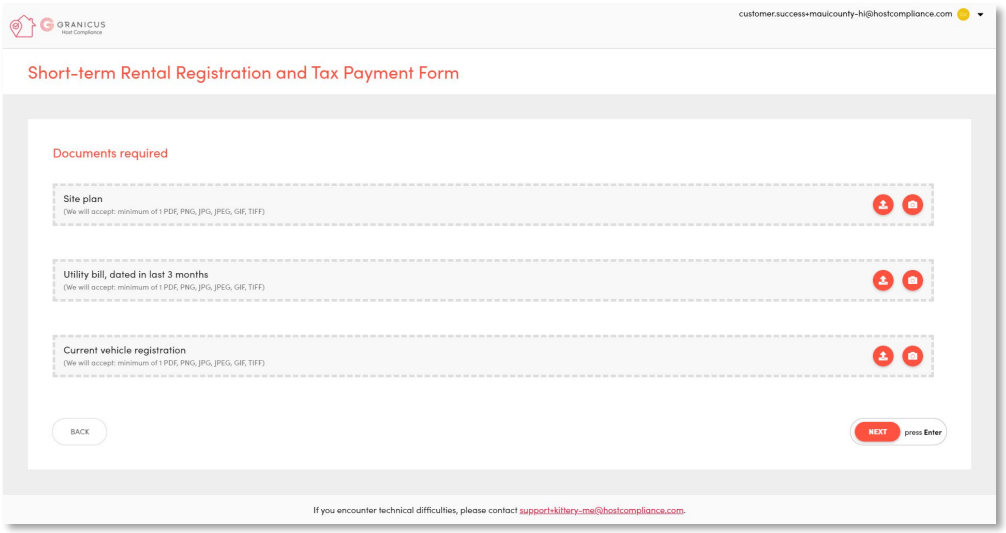


Figure 18: Collect all required information during the application process. Residents can easily upload required documents from their computer or enable the camera from a mobile device to provide supporting documentation.

Improve Data and Collection Processes for Residents

- Data is updated daily and can be exported into Microsoft Excel or CSV file format

- Staff can search, enter, and correct information, as well as append with additional information
- Staff can use the data for outreach, monitoring, and compliance purposes

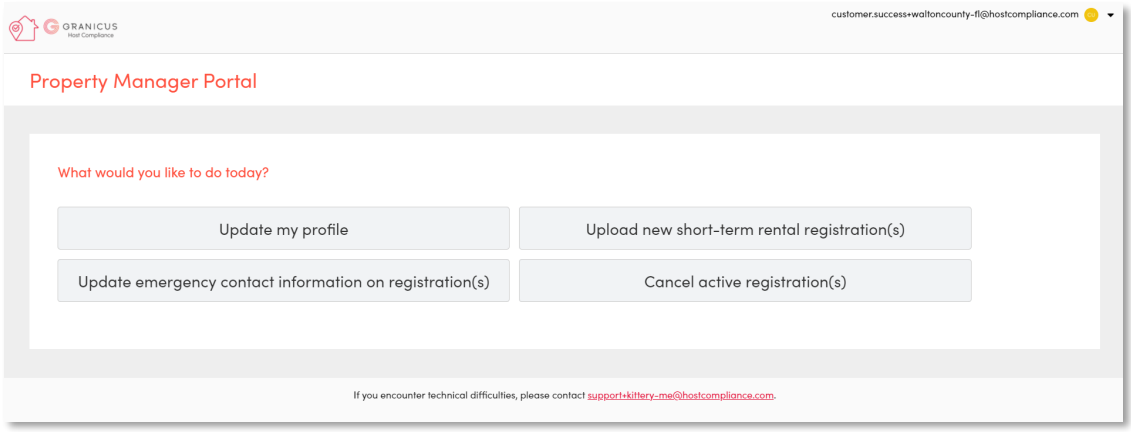


Figure 19: Property managers can easily register multiple properties at once and manage their account of active short-term rental properties.

Support Bulk Registration for Property Managers

- Applicants can register multiple properties in a single workflow
- Update contact information and manage their active short-term rentals
- Make a single payment for multiple properties at the same time

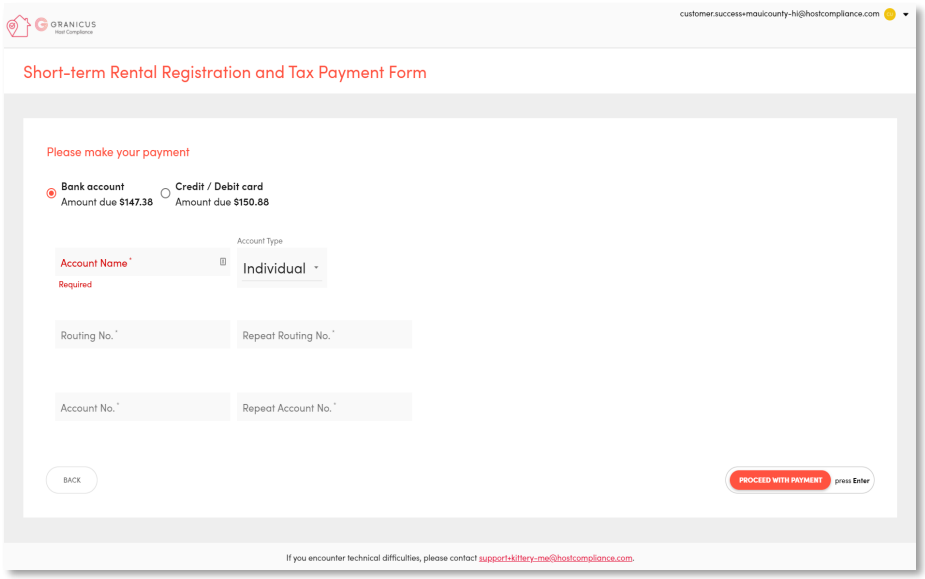


Figure 20: Collect payment for application online through secure payment portal and have it deposited in the account of your choosing.

Provide Integrated Payment Options for Residents

- Allow for online payment collection (e.g., Credit Card, Debit Card, and ACH)
- All payments are processed through an integrated third-party payment processor, Stripe.com
- Stripe has been audited by a PCI-certified auditor and is certified to PCI Service Provider Level 1—the most stringent level of certification available in the payments industry
- Staff can search for past payments and registration applications while also being able to request corrections be made or additional information be added to applications

Tax Collection

Without proper enforcement, only a fraction of short-term rentals will remit tax and comply with regulations. Many cities and counties are missing out on a steady stream of revenue that could be reinvested in the community to improve affordable housing, tourism activities, and more.

> Because our taxes are due quarterly, it gives us time to reach out to folks and educate them before there are any penalties involved. So, if someone recently started renting and weren't aware of the rules, they'll get notified within that first three-month period and be able to come into compliance without any additional penalties or interest due."
>
> – Chrissy Earnhardt, Administrative Services Manager, Truckee, California

Tax Collection Features

- Configurable workflows and forms
- Automatic penalties & interest calculation for late remitters
- Ability to collect electronic signatures
- Automated reminders
- Property owner can pay from a variety of devices
- Ability to enter payments received in person or by mail
- Securely enable collection of taxes online via integrated debit card, credit card, or e-check (ACH) payment options
- Deposit all funds directly into the city's bank account via daily direct deposits
- Clear and easy-to-read instructions and navigation

DID YOU KNOW

<10%

Of STR owners voluntarily register and pay all of their taxes?

Tax Collection Advantage

What if you could…

- Make tax reporting and collection easy for hosts and staff to submit and review online?
- Save time and resources with a robust document management system that educates applicants on STR requirements?
- Recover untapped revenue potential by the thousands or millions?

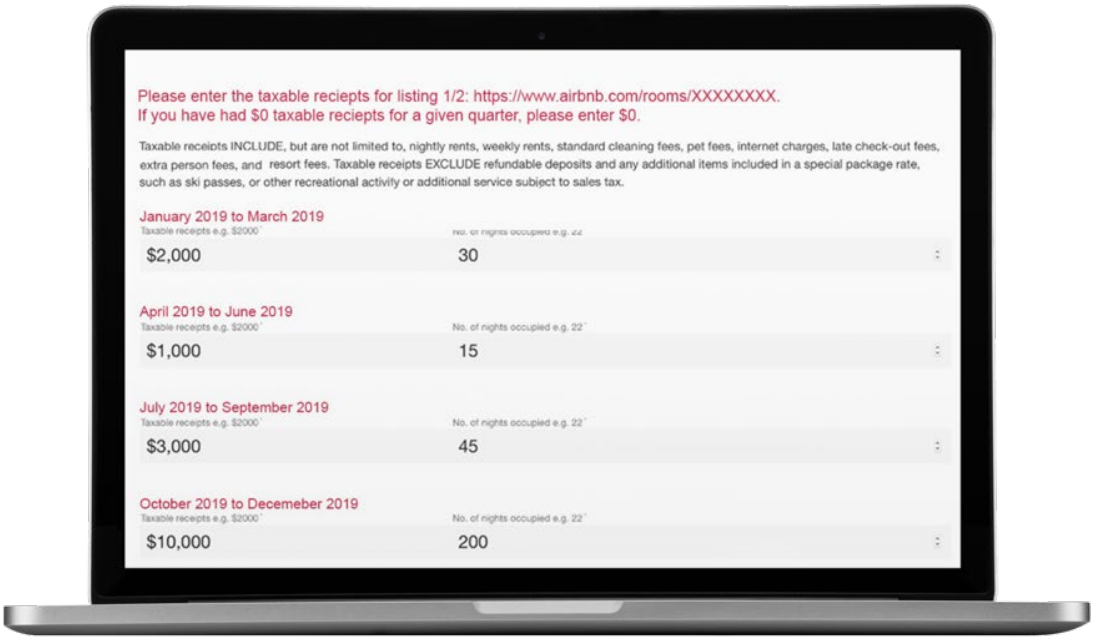
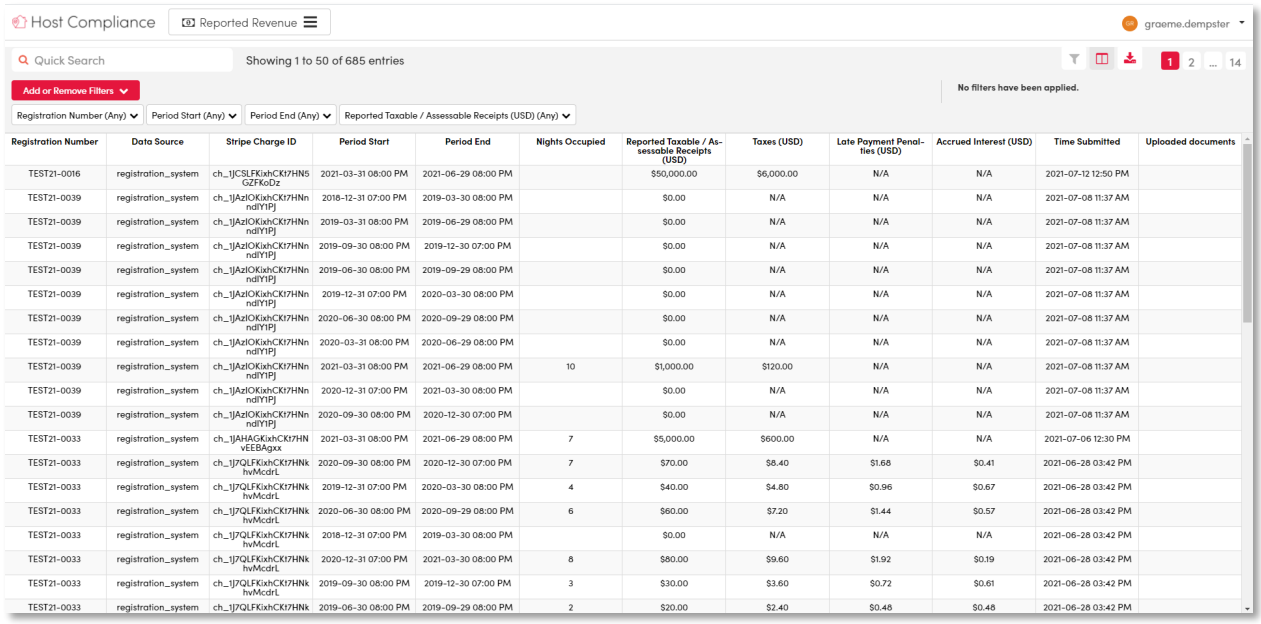


Figure 21. Simplify your tax collection process and significantly reduce the administrative costs on the back end.

With Tax Collection You Can…

Improve Data and Collection Processes for Residents

- Applicants can report itemized earnings
- Update contact information and manage their active short-term rental
- Makes payments for their property easily online
- Automatic reminders for Hosts



Registration Number	Data Source	Stripe Charge ID	Period Start	Period End	Nights Occupied	Reported Taxable / Assessable Receipts (USD)	Taxes (USD)	Late Payment Penalties (USD)	Accrued Interest (USD)	Time Submitted	Uploaded documents
TEST21-0016	registration_system	ch_1JCSLFKixhCKt7HN5GZFKoDz	2021-03-31 08:00 PM	2021-06-29 08:00 PM		$50,000.00	$6,000.00	N/A	N/A	2021-07-12 12:50 PM	
TEST21-0039	registration_system	ch_1JAzlOKixhCKt7HNndlY1PJ	2018-12-31 07:00 PM	2019-03-30 08:00 PM		$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1JAzlOKixhCKt7HNndlY1PJ	2019-03-31 08:00 PM	2019-06-29 08:00 PM		$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1JAzlOKixhCKt7HNndlY1PJ	2019-09-30 08:00 PM	2019-12-30 07:00 PM		$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1JAzlOKixhCKt7HNndlY1PJ	2019-06-30 08:00 PM	2019-09-29 08:00 PM		$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1JAzlOKixhCKt7HNndlY1PJ	2019-12-31 07:00 PM	2020-03-30 08:00 PM		$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1JAzlOKixhCKt7HNndlY1PJ	2020-06-30 08:00 PM	2020-09-29 08:00 PM		$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1JAzlOKixhCKt7HNndlY1PJ	2020-03-31 08:00 PM	2020-06-29 08:00 PM		$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1JAzlOKixhCKt7HNndlY1PJ	2021-03-31 08:00 PM	2021-06-29 08:00 PM	10	$1,000.00	$120.00	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1JAzlOKixhCKt7HNndlY1PJ	2020-12-31 07:00 PM	2021-03-30 08:00 PM		$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0039	registration_system	ch_1JAzlOKixhCKt7HNndlY1PJ	2020-09-30 08:00 PM	2020-12-30 07:00 PM		$0.00	N/A	N/A	N/A	2021-07-08 11:37 AM	
TEST21-0033	registration_system	ch_1JAHAGKixhCKt7HNvEEBAgxx	2021-03-31 08:00 PM	2021-06-29 08:00 PM	7	$5,000.00	$600.00	N/A	N/A	2021-07-06 12:30 PM	
TEST21-0033	registration_system	ch_1J7QLFKixhCKt7HNkhvMcdrL	2020-09-30 08:00 PM	2020-12-30 07:00 PM	7	$70.00	$8.40	$1.68	$0.41	2021-06-28 03:42 PM	
TEST21-0033	registration_system	ch_1J7QLFKixhCKt7HNkhvMcdrL	2019-12-31 07:00 PM	2020-03-30 08:00 PM	4	$40.00	$4.80	$0.96	$0.67	2021-06-28 03:42 PM	
TEST21-0033	registration_system	ch_1J7QLFKixhCKt7HNkhvMcdrL	2020-06-30 08:00 PM	2020-09-29 08:00 PM	6	$60.00	$7.20	$1.44	$0.57	2021-06-28 03:42 PM	
TEST21-0033	registration_system	ch_1J7QLFKixhCKt7HNkhvMcdrL	2018-12-31 07:00 PM	2019-03-30 08:00 PM		$0.00	N/A	N/A	N/A	2021-06-28 03:42 PM	
TEST21-0033	registration_system	ch_1J7QLFKixhCKt7HNkhvMcdrL	2020-12-31 07:00 PM	2021-03-30 08:00 PM	8	$80.00	$9.60	$1.92	$0.19	2021-06-28 03:42 PM	
TEST21-0033	registration_system	ch_1J7QLFKixhCKt7HNkhvMcdrL	2019-09-30 08:00 PM	2019-12-30 07:00 PM	3	$30.00	$3.60	$0.72	$0.61	2021-06-28 03:42 PM	
TEST21-0033	registration_system	ch_1J7QLFKixhCKt7HNk	2019-06-30 08:00 PM	2019-09-29 08:00 PM	2	$20.00	$2.40	$0.48	$0.48	2021-06-28 03:42 PM	

Figure 22: Complete summary of all reported revenue and payments made on a single screen.

Support Tax Remittance for Hosts

- Data is updated daily and can be exported into CSV files
- Staff can search and append with additional information
- Staff can use the data for outreach, monitoring, and compliance purposes

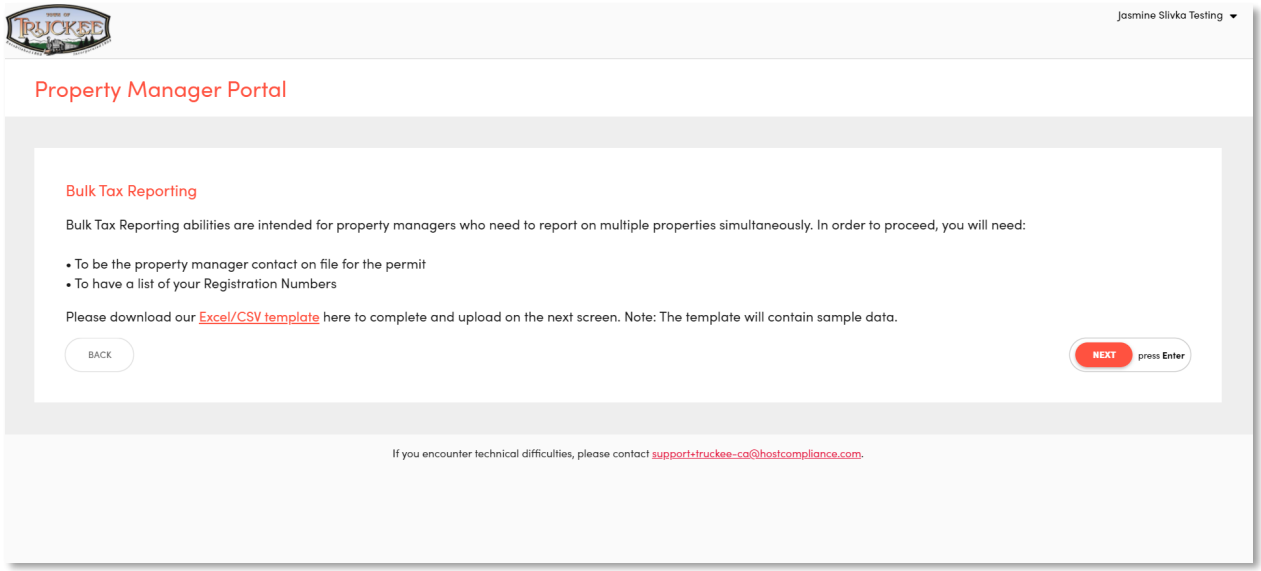


Figure 23: Property managers can report earnings for multiple properties and make a single bulk tax payment.

Support Bulk Tax Remittance for Property Managers

- Applicants can report itemized earnings for multiple properties in a single workflow
- Update contact information and manage their active short-term rentals
- Make a single payment for multiple properties
- Automatic reminders for Property Managers

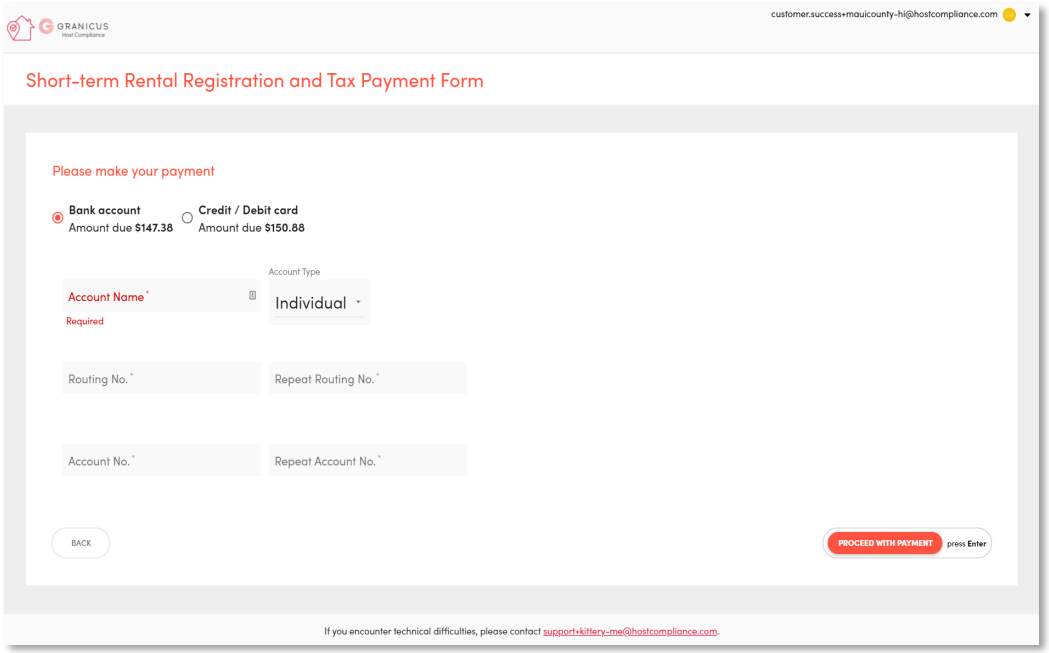


Figure 24: Collect payment for hotel/occupancy/tourist tax online through secure payment portal and have it deposited in the account of your choosing.

Provide Trusted Payment Options for Hosts

- All payments are processed through a 3rd party payment processor, Stripe.com
- Stripe has been audited by a PCI-certified auditor and is certified to PCI Service Provider Level 1—the most stringent level of certification available in the payments industry
- Staff can search for past payments and registration applications and request corrections to applications with additional information

Scope of Work

Tracking

• The system must be able to identify STR properties currently operating within City of Lago Vista city limits.

Host Compliance's Address Identification provides parcel and address information as well as owner information for any identified STRs advertised across the 60 + websites we analyze. We continuously scan dozens of short-term rental platforms, de-duplicate the listings, and then confirm each identification with a team of expert analysts. Our analysts leverage over 19 publicly available datasets (ie real estate sites, Google satellite imagery, etc.) and include matched details and rationale to corroborate address information with all IDs made. Once identified, we automatically categorize and label all short-term rental units based on their compliance status and the current online availability of ads for each unit. The City of Lago Vista will have an up-to-date STR database with over 150 data points captured from each listing with full parcel, address, and ownership information within individualized property profiles. Address Identification displays each rental units via a Dashboard map with the ability to zoom in/out down to the parcel level, toggle on/off units by compliance status, use street view, etc. In addition to this map visualization, all rental units and associated data are accessible via tabular form. Staff can sort, filter, and drill further into subsets of property characteristics individually and/or in bulk, depending on their needs.

• Able to identify address, owner/property manager, and contact information of STR properties.

We provide full address, parcel, and ownership information for identified STRs existing on any of the platforms from which we analyze data.

Through Granicus' exclusive partnership with ESRI, the City of Lago Vista's assessor data will automatically sync with the short-term rental data within your Host Compliance database. Building a seamless connection with the existing GIS schema ensures staff can always view the most up-to-date data within Host Compliance. Staff will be fully informed for analysis, planning, and action.

The ESRI integration will pull the data from your existing GIS into Host Compliance bi-weekly. By leveraging the ESRI integration, we capture property ownership changes or parcel splits as they come in directly from your GIS, eliminating the need for arduous manual data uploads, where your team would need to send us a master data file on a monthly or quarterly basis. The integration updates the Host Compliance system for you, so that when City of Lago Vista staff logs into Host Compliance for STR enforcement purposes, each Host Compliance record is up to date with the correct ownership information and parcel information. Key benefits of the ESRI integration include improving address accuracy, reducing mistakes and service delays with boundary/jurisdiction verification, ensuring data consistency across systems, and empowering decision makers by leveraging high-quality data.

• Able to track booking information including number of occupants, and rental period.

Through our regular scanning of 60+ short-term listing platforms, we capture a multitude of listing information, including rental metrics such as the minimum night stay requirements, number of documented stays, maximum occupancy, and more. City of Lago Vista' staff will easily be able to identify rental properties operating in non-compliance and categorize them by type:

- Local zoning regulations (exempt, permitted, grandfathered, illegal, etc.)
- Requirements to list license/permit numbers on all advertisements
- Minimum rental stay requirements
- Permitted occupancy limits
- Nightly Rental Rate
- Total number of ads per platform
- Other local rules which can be effectively enforced by scanning online ads

Other listing information collected includes property and room type, maximum advertised occupancy, listing descriptions and images, reviews, rates, cleaning fees, host information, and other pertinent information for the City's compliance monitoring needs.

• Ability to track booking pricing.

This is standard functionality of the Host Compliance system. Nightly rate is one of the core components captured via our on-going monitoring of listing sites and property advertisements. As leaders within the short-term rental space, we recognize that hosts tend to change booking requirements associated with their property listings. The Host Compliance system captures these changes, and even aggregates the data to provide monthly and quarterly averages around occupancy, bookings, and nightly rates, to further Staff's visibility into the trends of activity over time. Confirmed documented stays are recorded and related to each rental unit, which we leverage alongside the capabilities of our data science and engineering team to estimate rental activity and corresponding revenue within our Rental Activity Monitoring module.

Our Rental Activity monitoring service operates through:

- Automatic monitoring of calendar and review activity across STR platform websites, including minimum night stay requirements, dates posted / re-posted, the number of nights rented, and nightly rate
- Capturing of weekly screenshots, including reviews left and calendar availability and blocks for each active listing to corroborate documented stays and verifiable transactions across all advertised listings
- Calculating the estimated revenue, number of bookings, and number of nights occupied of each property based on our proprietary algorithms
- Comparing such estimated revenue to the City of Lago Vista's reported taxes, and identifying candidates for outreach (i.e., STR operators who have failed to report earnings despite rental activity, or those who are underreporting their earnings)

- Generating up-to-date lists of STR operators suspected of under- or not reporting taxes
- Documenting information that serves as the foundation for the suspicion of tax underreporting

• Able to track location on map of STRs within specific area and identify STR hotspots (multiple STRs in localized area) within city limits.

This is standard functionality of Host Compliance. Address Identification displays each rental units via a Dashboard map with the ability to zoom in/out down to the parcel level, toggle on/off units by compliance status, use street view, etc. Through this map visualization, the City will have a clear idea of STR hotspots in localized areas within city limits. In addition to this map visualization, all rental units and associated data are accessible via tabular form. Staff can sort, filter, and drill further into subsets of property characteristics individually and/or in bulk, depending on their needs. In addition, we also capture the latitude/longitude coordinates for each rental unit as well, ensuring that staff is able to reference/filter coordinates as needed to represent applicable zoning regulations. The longitude/latitude coordinates of any identified rental unit record are exportable, so that staff can generate public-facing maps as needed.

• Track safety inspections.

The foundation of a Short-Term Renal (STR) management and compliance program should be a seamless and easy-to-use permitting and tax collection system. Granicus' Enhanced Portal - Mobile Permitting and Tax Collection solution fulfills this need; yet, the Host Compliance system is configurable and can digest data captured through external permitting and financial systems to reflect accurate compliance metrics for all currently active short-term rentals. As many registration processes for short-term rentals require a verified inspection prior to approval, our system also includes workflows to ensure verified inspection prior to applications moving forward. We configure STR definitions around our customer's definitions, ensuring that their target outreach and enforcement of their own regulations are available within the system.

Through the City of Lago Vista's existing registration portal and accounting system, City Staff will be able to provide data uploads of all actively approved registrations, each of which who have undergone safety inspections. Any currently active short-term rental with a registration on file will show as compliant within Host Compliance's database, making it easy for City staff to target those active rentals who are non-compliant and have not undergone safety inspections, or met the requirements as captured externally through the city's existing system. In addition, the user interface makes it easy to see notes and attachments (documents and/or image evidence) provided by other users via the Comments feature, to ensure visibility exists across all departments and users as to what has been done to move issues forward, any prior enforcement efforts, or other pertinent information. Inspection reports can be easily appended to individual property profiles.

• Track registration/permits for STR within city limits.

As registration and permits are approved through the city's existing systems, City of Lago Vista staff will be able to provide data uploads of all registrations. Any currently active short-term rental with a registration on file will show as compliant within Host Compliance's database, making it easy for City staff to target those active rentals who are non-compliant and have not met the required needs for registration approval. In addition, the user interface makes it easy to see notes and attachments (documents and/or image evidence) provided by other users via the Comments feature, to ensure visibility exists across all departments and users as to what has been done to move issues forward, any prior enforcement efforts, or other pertinent information. Approved registration certificates or any other information around a property's approved permit can be easily appended to individual property profiles.

In addition, Host Compliance currently supports and maintains integrations with external permitting and financial systems. Should the city's future needs include an API integration to push existing registration and payment data from their existing systems into Host Compliance, we would welcome the conversation to gather necessary requirements and outline the scope of a custom API integration.

• Provide monthly estimates of HOT based on rental revenues.

As occupancy/lodging tax compliance can be a major source of government revenue, our Rental Activity Monitoring will enable the City of Lago Vista to understand the monthly revenue coming in from short-term rentals, and compare those estimates with reported revenue. In this way, City Staff can more easily identify which hosts fail to report, or underreport, their earnings and are thus not paying their fair share of HOT. For each STR listing Host Compliance identifies, it calculates and analyzes the applicable tax revenue, regardless of whether or not the property has registered with the City. Our Rental Activity monitoring service operates through:

- Automatic Monitoring of calendar and review activity across Short-Term Rental websites
- Weekly screenshots of reviews and calendars for each active listing
- Calculating the estimated tax revenue of each property based on our proprietary algorithms
- Comparing such estimated taxes to City of Lago Vista´s reported taxes, and identifying candidates for outreach (i.e., STR operators utilizing a platform that does not have a tax collection agreement with City of Lago Vista
- Upon approval by the Town or within pre-established parameters, monthly pro-active, systematic and data-informed outreach to STR operators regarding supporting documentation for their tax remittance obligations (using your form letters)
- Follow-up outreach to properties who do not submit sufficient documentation
- Generating up-to-date lists of STR operators suspected of under- or not reporting taxes

- Documentation of information that serves as the foundation for the suspicion of tax underreporting.

Rental Activity Monitoring provides low, medium, and maximum revenue estimates, based on rental activity and our proprietary algorithms for every rental. The system also provides estimates around nights occupied and number of bookings as well. Leveraging our data science model and estimates provided, City staff will more easily be able to target potential audit candidates to further drive compliance around HOT requirements.

• Ability to calculate amount due and outstanding balance of HOT for STR revenues.

Based on the on-going scans of all listing sites and corroborating rental activity through documented stays, City staff will have a clear idea of revenue earned on a monthly and quarterly basis for each active short-term rental. City staff will be able to leverage the estimates provided by Host Compliance and multiply those earnings by the appropriate tax rate for HOT, ultimately calculating the amount due and any associated outstanding balances of what has currently been reported and remitted for STR revenues.

Monitoring

• Must be able to search and identify all online hosting platforms for STRs currently operating within city limits.

Host Compliance currently monitors over 60 different listing platforms, capturing the vast majority of players within the homeshare market space. The City's STR database will organize short-term rentals by unit and by listings. Staff can easily sort the data by individual listing platforms as required to understand which site each rental is advertised on, and evaluate trends around market fragmentation, the average number of advertisements marketing each unique property, and more. We continuously evaluate the listing sites in which we monitor, and welcome collaboration with our customers to expand our reach to meet additional needs. City staff will have the ability to provide feedback around additional sites needed to be crawled, and other desired features and functionality, which our Product Team evaluates throughout the development of our product roadmap.

• Must be able to update data monitoring continuously.

Host Compliance's STR database updates weekly, capturing any changes to a property's listing around nightly rate, advertised bedrooms, and more. The City's inventory of short-term rentals will update alongside this continuous monitoring, ensuring that they have the most up-to-date data at hand when initiating enforcement actions. In addition, the system will reflect updated compliance immediately following any data uploads provided by the city with updated registration data captured from their external systems. Any notes and/or comments left to reflect conversations with property owners/managers and investigations of non-compliant properties will be displayed

immediately as well, driving cross-departmental visibility and bolstering the collaboration required for effective enforcement against non-compliance.

• Monitor permit expiration.

As part of the data upload process built within Host Compliance, City staff will be able to view the registration data provided from their preexisting external system, including pending, denied, and approved applications, as well as the date of application approval and the date permit expiry.

• Monitor under- reporting of HOT.

Our Rental Activity Monitoring module will display revenue estimates for each short-term rental property identified within City limits. City staff can also provide a data upload of reported earnings, which will be visible within the data tables. The City will have a clear visualization of any discrepancies between what has been reported by STR operators, and what the reality of their rental activity has accrued. The tool ensures that any efforts to audit any under-reporting of HOT will be more targeted for a more maximized return for City Staff's efforts.

Reporting

• The system will need to have up to date reporting to stakeholders.

Host Compliance offers dashboards and reporting "on-demand", with the database containing sortable, filterable, and exportable records (tracking over 150 data points of information). To streamline City of Lago Vista's workflows and reporting process, Host Compliance has many standard reports and pre-defined filter combinations that the City can leverage at any time for reporting purposes. In addition, Host Compliance emails a report with high-level numbers to all customers on a monthly basis. City of Lago Vista personnel will also have access to the Host Compliance platform data 24/7 and can download reports via CSV/Excel at any time for further analysis.

• Include maps and visuals of STR properties utilizing GIS files.

Address Identification displays each rental units via a Dashboard map with the ability to zoom in/out down to the parcel level, toggle on/off units by compliance status, use street view, etc. In addition to this map visualization, all rental units and associated data are accessible via tabular form. Staff can sort, filter, and drill further into subsets of property characteristics individually and/or in bulk, depending on their needs.

While the Address Identification's dashboard map provides the necessary visualization for staff, we also capture the latitude/longitude coordinates for each rental unit as well, ensuring that staff is able to reference/filter coordinates as needed to represent applicable zoning regulations. The longitude/latitude coordinates of any identified rental unit record are exportable, so that staff can generate public-facing maps as needed.

- **Violation reporting and tracking.**

This is standard functionality of the Host Compliance system. City staff will easily be able to distinguish which properties are compliant short-term rentals, and which properties are non-compliant. Even if a property is registered and thus reflects compliance within the City's STR database, City staff can easily compare actual property information pulled in directly from your GIS through the ESRI integration, with the advertised property characteristics. For example, City staff will be able to compare the number of permitted bedrooms with the number of advertised bedrooms, targeting non-compliance of registered properties beyond the confines of their operating license.

Each identified short-term rental will have a full history of it's rental activity, from when it was first advertised on one of the listing platforms we monitor, as well as any dates posted/re-posted, documented stays, complaints received through our 24/7 Hotline module, and outreach initiated by City staff through our Compliance Monitoring module since. In addition, the system takes full paged, high-resolution date and time stamped screenshots of the listings themselves on a weekly basis and at rotating times of day, to ensure the operator cannot circumvent the monitoring. To our knowledge, no other provider of STR monitoring software captures full-screen, time-stamped, weekly screenshots; instead, they only take screenshots upon address identification or on an ad-hoc basis. This is problematic as it leaves staff with much less actionable evidence than what is provided by our solution. The historical snapshots of all properties are appended to the identified properties' individual records with a full timeline of activity of dates posted / re-posted, documented stays, citations sent, and complaints received. Our product fully supports generating documentation required to justify an issued citation as needed and all reportable data can be exported instantly to CSV or Excel formats for external use. City staff will have access to corroborating evidence of non-compliance, whether it be from actively advertising their listing without a license, advertising beyond the permitted number of bedrooms, and more - all by leveraging the screenshot of activity and bookable calendars.

- **HOT calculations reporting by property.**

Based on the on-going scans of all listing sites and corroborating rental activity through documented stays, City staff will have a clear idea of revenue earned on a monthly and quarterly basis for each active short-term rental. City staff will be able to leverage the estimates provided by Host Compliance and multiply those earnings by the appropriate tax rate for HOT, ultimately calculating the amount due and any associated outstanding balances of what has currently been reported and remitted for STR revenues. The estimates enable City Staff visibility into the data required for these calculations, both in total across all short-term rental properties, and on an individual basis. Should City Staff choose to leverage these estimates to further drive compliance around accurate and regular remittance, they will be able to leverage the screenshot history of listing activity for each active property to corroborate the assertion of rental activity.

• Complaint history and multiple offender properties.

Host Compliance's 24/7 Hotline module is both a local, toll-free number and a mobile-enabled online tip submission form that allows citizens and STR neighbors to report nonemergent short-term rental issues such as noise, parking, trash, or illegal STR activity 24/7/365. Our 24/7 Hotline is a cost-effective solution that enables the City of Lago Vista to quickly set-up and operate a code enforcement hotline and online complaint reporting system at a fraction of the cost of doing so using traditional means.

Any time a 24/7 Hotline complaint is leveraged against a short-term rental property within City limits, City staff will have access to the photo/video/audio recording evidence provided by the complainant, a recording of the call itself between the reporter and our Call Center, and an understanding as to whether or not the emergency contact listed for that property was responsive. In addition, any complaint is appended to the property's rental unit record, providing a full complaint history. The system also aggregates complaint data over time, providing staff with metrics around the distribution of complaint type, multiple offenders, and consistent reporters.

• Hotline for complaints.

Host Compliance's 24/7 Hotline module is both a local, toll-free number and a mobile-enabled online tip submission form that allows citizens and STR neighbors to report nonemergent short-term rental issues such as noise, parking, trash, or illegal STR activity 24/7/365. Our 24/7 Hotline is a cost-effective solution that enables the City of Lago Vista to quickly set-up and operate a code enforcement hotline and online complaint reporting system at a fraction of the cost of doing so using traditional means.

With this service, we set up a tangible space for citizens to report STR-related problems, a self-serving system that alerts the property's emergency contact in real-time of the complaint, and a dashboard that provides Town staff with the data and analytics needed to root out non-neighborly STR hosts:

- Full documentation of all reported incidents, with digital recordings and written transcripts of all calls
- Ability for complainants to include photos, video footage, and sound recordings to document complaints
- Real-time outreach to the emergency contact on file for the problem property, pushing the responsibility of resolution back on the host themselves
- In addition, staff will have access to reports containing:
    - Number and types of reported incidents
    - List of reported properties
    - Custom reports and analysis of hotline related activities

Host Compliance's system automatically cross references complaints with the City of Lago Vista's database of registered short-term rentals to:

- Automatically contact the owner or designated emergency contact via real-time calls and text messages, saving staff time and resources from dealing with nonemergent STR-related issues
- Easily identify serial offenders' noise/parking/traffic and other ordinance violations and use this data to initiate further actions against these "bad actors"

Compliance

• Violation reporting and tracking.

Yes, this is included within Host Compliance's 24/7 Hotline module. Any time a complaint is received through the 24/7 Hotline module, our system captures all details associated with the complaint, including reported address, time of the complaint, the STR-related issue (whether it be noise, trash, parking, unauthorized STR, etc.) with notes, evidence provided by the original reporter, whether or not the emergency contact on file was responsive and effective in their resolution of the complaint in real-time, whether or not the issue was escalated further, routing the original caller to non-emergency resources, and more. All of these details are provided in tabular and reportable form for City Staff to leverage and each complaint is appended to individual property profiles. The 24/7 Hotline fully supports violation reporting and tracking for code enforcement, while also pushing the responsibility to resolve these issues in real-time back on the host themselves. This lessens the burden and workloads associated with STRs from code enforcement and/or non-emergent police resources, relieving the burden and prompting resolution immediately, even if outside of the departments' regular working hours.

• Ability to send alerts to STRs not in compliance.

Upon the identification of any STR property within City limits, and the system's comparison of those property details to the list of active registrations provided by the City, Host Compliance will generate lists of:

- Newly listed compliant and non-compliant, unlicensed short-term rentals
- Short-term rentals whose permit is set to expire within a certain period of time
- Short-term rentals that are advertising occupancy beyond the property's capacity
- Short-term rentals that are advertising for fewer than allowable nights
- Short-term rentals that do not advertise their short-term rental license within their listing.
- A number of other catered lists, as required by City Staff.

Through Host Compliance's Compliance Monitoring module, City staff can then send physical notices via USPS to non-compliant operators, educating them on the requirements for compliance and detailing the subsequent ramifications and any accruing fines associated with continued illegal operation. Compliance Monitoring enables City staff to send letters to individual owners or in bulk, all at the click of button. The system includes unlimited letter-sends and unlimited letter template

configurations, using the City's preferred wording, branding, and letterhead. In addition, the system tracks each mailing's delivery, updating relevant tracking statuses for each letter sent and compiling metrics around % compliant post-outreach. By automating this engagement, City of Lago Vista can spend less time on the manual processes of creating lists via mail merge, stuffing envelopes, and acquiring postage, and more time on other tasks.

The exact specifics of this communication plan can be adapted to accommodate the City's needs and communication preferences, but
as a rule, such a plan will include the following types and sequence of highly targeted activities:

- Send an initial "welcome letter" to any identified short-term rental, regardless of current compliance status, outlining your ordinance, your licensing requirements, and remittance duties, as well as all other necessary steps to become compliant.
- On a monthly (or more frequent) basis, when new non-registered properties are first identified, we will (with your approval) first mail the owner an "initial warning" letter to remind them of Albany's STR requirements and provide instruction on the necessary steps to become compliant.
- If the owner does not come into compliance within a certain number of days (usually 30) of receiving the "initial warning" letter, send a more sternly worded "Notice of Violation" letter.
- If an owner does not comply with the rules after receiving the 2nd warning letter, we will work to define further systematic letter outreach tactics to escalate further.

All outreach efforts will be greatly aided by our data, reporting metrics, screenshots, etc. With this approach, and a commitment to regularly mailing letters out, we typically see compliance rates of greater than 80% after two letters.

In addition, our 24/7 Hotline will call and text emergency contacts on file for registered STR properties when a STR-related complaint has been leveraged against their property. This alerts the responsible party the resolution time period they have to resolve the issue and drives compliance beyond licensing requirements. Compliance also requires responsive and responsible hosting.

- **Ability to integrate with code enforcement regarding complaints, and violations.**

The Host Compliance system is configurable and able to work with and talk to other systems. Host Compliance currently supports and maintains integrations with external permitting and code enforcement systems. In working with Washington, DC, we integrate with their external code management system; in working with the City of Los Angeles, we've built a number of custom APIs to support citation issuance and fees associated with violations. We would welcome the conversation to learn more about the City of Lago Vista's existing code enforcement systems, gather the necessary requirements for integrating, and develop a more pointed scope of work to meet this requirement.

Additional Inclusions

- **Include any additional offering your firm may offer to lessen staff workload.**

Host Compliance is the only solution within the home share market that was specifically built for and designed around the needs, workflows, and mechanisms associated with managing short-term rentals and driving towards true, holistic compliance. Our full suite of tools includes each component outlined in our proposal here, as well as our Enhanced Portal for mobile permitting, registration and tax collection.

The Host Compliance modules included within this proposal will build off of your existing systems, while further empowering city staff to better understand the local STR market (identifying where STRs are and who is operating them), gain insight and visibility into each STR's rental activity, and develop an automated mechanism for outreach that easily communicates the requirements of compliance to hosts. Each of these components will drive STR operators and property owners to the city's existing licensing and tax collection process, maintaining a consistent citizen experience, all the while empowering City staff to truly drive compliance with what's already in place. Should the city want to explore alternative permitting and tax collection options, we've included overview descriptions of Host Compliance's Enhanced Portal system.

With our Mobile Permitting and Tax Collection system, STR operators and property owners will have the ability to register, pay, and track compliance status online in real-time. Equally important, the system is mobile-enabled for constituents, meeting that preference for STR operators, as ~50% of hosts handle their business from their mobile device already. Our solution makes it easy for STR hosts to register, calculate, and remit taxes to the City of Lago Vista. We have applied the best of user-centered design principles which leads to increased completion rates and constituent satisfaction, while also reducing errors and decreasing the amount of time spent by staff in supporting applicants through the process. Moreover, we work closely with our clients to ensure that all appropriate application requirements and tax remittance calculations are captured in the system. Our Enhanced Portal enables secure payment of application fees and HOT online via debit, credit card, or e-check (ACH), while depositing all funds directly into the City of Lago Vista's bank account at a cadence of staff's choosing. All payments are processed through our 3rd party payment processor, Stripe. Stripe has been audited by a PCI-certified auditor and is certified to PCI Service Provider Level 1. This is the most stringent level of certification available in the payments industry. To accomplish this, Stripe makes use of best-in-class security tools and practices to maintain a high level of security.

In working with over 500+ customers across the entirety of North America, our team has the true expertise and thought leadership to meet the City of Lago Vista in the current moment, while City Council concerns and develops a short-term rental ordinance. Should the City like to review the inclusions of our STR consulting services, we'd also welcome the chance to review your drafted proposal and ensure that the rules and regulations being proposed are effective and enforceable.

Lastly, our professional partnerships with other leaders in the space, including ESRI for GIS and Accela for PCL, highlights our desire to build out the integrations necessary to support the existing systems and governmental processes of our customers. We offer

custom API integrations as well that could help further minimize manual processes for your staff and bolster your Host Compliance platform with the real-time data that exists within the city's current systems. We'd welcome the chance to pointedly scope out the art of the possible with your team.

• The system should require minimum staff involvement and should be mainly handled by firm and software.

The Host Compliance system applies the best of user-centered design principles for both the public-facing components for constituents and the backend admin views for City Staff, leading to increased completion rates for applications and tax collection by STR operators, more informed complaint reporting by neighbors, and clear visibility into the data and reporting necessary for the City to meet it's desired executive outcomes for short-term rental compliance. The system is incredibly user-friendly and is the mechanism by which City staff will be able to view rental activity, monitor on-going compliance, and initiate effective outreach to enforce STR-related rules and regulations. Host Compliance is intuitive, all-encompassing, and provides an unlimited number of log ins to empower cross-departmental collaboration. Host Compliance automates numerous processes related to short-term rentals that are typically arduous and manual for City Staff, while also providing visibility into the trends of the homeshare market as a whole, and rental activity on an individual basis within City limits.

• Include onboarding pricing and yearly pricing.

Our proposal's pricing reflects annual costs, including those associated with implementing the City's Host Compliance system and on-boarding City Staff.

• Include referrals from clients.

We have included customer references within this proposal.

• 1 year term with option to renew yearly.

Yes. This has been included in the quote.

Granicus Proposal for Lago Vista, TX

ORDER DETAILS

Prepared By:	Mike Bozich
Phone:	
Email:	mike.bozich@granicus.com
Order #:	Q-371839
Prepared On:	09 Aug 2024
Expires On:	

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**One-Time Fee**
Address Identification - Setup and Configuration	Up Front	1 Each	$0.00
Address Identification - Online Training	Up Front	1 Each	$0.00
24/7 Hotline - Setup and Configuration	Up Front	1 Each	$0.00
24/7 Hotline - Online Training	Up Front	1 Each	$0.00
Compliance Monitoring - Setup and Configuration	Up Front	1 Each	$0.00
Compliance Monitoring - Online Training	Up Front	1 Each	$0.00
Rental Activity Monitoring Lite - Setup and Configuration	Up Front	1 Each	$0.00
Rental Activity Monitoring Lite - Online Training	Up Front	1 Each	$0.00
ESRI Setup and Configuration	Up Front	1 Each	$0.00
		SUBTOTAL:	**$0.00**

New Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Address Identification	Annual	1 Each	$9,814.00
24/7 Hotline	Annual	1 Each	$3,925.60
Compliance Monitoring	Annual	1 Each	$4,907.00
Rental Activity Monitoring Lite	Annual	1 Each	$3,312.40
Esri Integration	Annual	1 Each	$3,000.00
		SUBTOTAL:	**$24,959.00**

PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	Our state-of-the-art software provides ongoing monitoring of short-term rental platforms including major platforms such as Airbnb, VRBO, Booking.com, and FlipKey. We continually review and update our software to align with the evolving state of the platforms to provide a comprehensive dataset. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes: - Ongoing monitoring of all listings in your jurisdiction - Updating listing activity and details on a regular basis - Screenshot activity of every active listing - Deduplication of listings into unique Rental Units - Activity dashboard and map to monitor trends and breakdown of compliance.
24/7 Hotline	24/7 web and phone hotline for your community to report short term rental complaints such as parking, trash, noise disturbances, and illegal short term rentals. This product include:- Mobile-enabled online web form for citizens to submit tips or complaints (text, videos, and photos) - 24/7 call center for citizens to contact and report complaints verbally - Recordings for all call center complaints - Email notifications to your team when complaints are logged - Automatic outbound IVR calls and SMS messages to permit emergency contacts notifying them of the complaint - SMS support for emergency contacts to mark a complaint as acknowledged or resolved with the ability to send resolution notes - Hotline Dashboard for tracking complaint volumes, trends, and categories - Ability to upload Notes/Comments to each complaint
Compliance Monitoring	Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7 - Configure letter templates with your branding and letterhead - Add as many letter sequences as you need for escalation - Monitor properties that become compliant after letter enforcement
Esri Integration	One way integration from Esri ArcGIS to Host Compliance for weekly property data (assessor data) syncing.

Solution	Description
Address Identification - Setup and Configuration	Setup and configuration of the platform to facilitate the systematic identification of the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction. *Note: The implementation timeline for Client is dependent on Granicus' receipt of all data from Client required to complete the services, including assessor data and registration files, in the format agreed upon by the parties prior to project kick-off. Any fees associated with the collection or receipt of required data will be borne by Client.*
Address Identification - Online Training	Virtual training session with a Granicus professional services trainer.
24/7 Hotline - Setup and Configuration	Setup and configuration of the online platform to enable neighbors to report, prove and get instant resolution to non-emergency short-term rental related problems.
24/7 Hotline - Online Training	Virtual training session with a Granicus professional services trainer.
Compliance Monitoring - Setup and Configuration	Setup and configuration of the system to enable ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements.
Compliance Monitoring - Online Training	Virtual training session with a Granicus professional services trainer.
Rental Activity Monitoring Lite - Setup and Configuration	Setup and configuration of Rental Activity Monitoring Lite
Rental Activity Monitoring Lite - Online Training	Virtual training session with a Granicus professional services trainer.
ESRI Setup and Configuration	Standard ESRI integration to automatically send parcel updates to enable Address Identification.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-371839 dated 09 Aug 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Lago Vista, TX to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-371839 dated 09 Aug 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Lago Vista, TX	
Signature:	
Name:	
Title:	
Date:	

Project Implementation

The sales and contracting process is only the first step in the lifecycle of a Granicus customer. As soon as we partner with your organization, our Professional Services team takes over as your primary point of contact. The mission of professional services team is to drive long-term customer satisfaction through repeatable solution delivery.

Granicus Service Difference

The Granicus Professional Services team consists of over 70 people distributed across our core offices. The team is primarily composed of implementation specialists and consultants that handle small to mid-level projects. Additionally, we have a broad team of project managers that handle projects that are more complex or incorporate multiple Granicus solutions or product families.

Our Professional Services team also includes a cross-section of technical experts with expertise in specific service areas. Some of these additional offerings include data migrations, UX analysis, graphic and web design, development, and API configuration. These specialists are brought in as needed to augment our standard project teams.

Collectively, we have over 450 years' experience delivering software solutions across a wide variety of industries and verticals. Our teams of implementers and technology specialists have deep expertise with one of our core product families and cross-train over time on other solutions as they gain experience.

Clients will always have a single point of contact within the Professional Services team for questions or concerns during the deployment process. In our experience, this focused attention leads to better outcomes for the client and a more cohesive project management experience.

Project Management Approach

The project implementation process is typically the first extended contact a customer has with the Granicus team, so we are focused on providing the best customer experience from the start. Our goal is to deliver a fit-for-purpose solution that meets the client's requirements and creates a customer for life or strengthens the relationship with an existing customer.

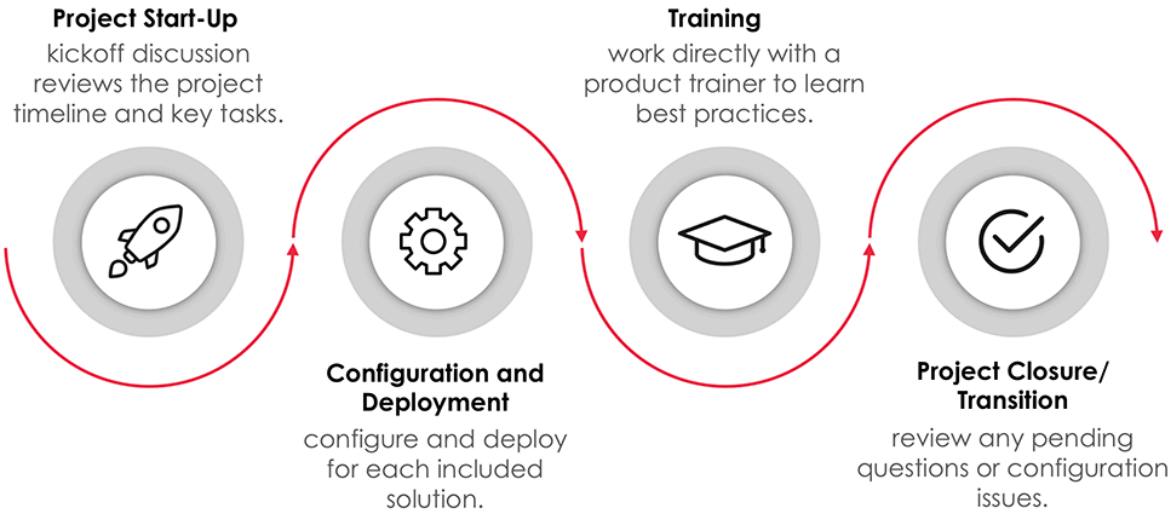
Our implementation teams strive to provide the appropriate level of support throughout the project lifecycle, from kickoff through training, go-live and continuing support. In general, we staff our teams based on project complexity and strive to keep our project teams as small as possible.

The Granicus Project Management methodology is designed to be consistent and repeatable, with one of our experienced Project Managers or Implementation Specialists/Consultants guiding the client team through every step of the process.

Each Granicus solution has specific elements that need to be addressed during the delivery process but generally our projects all proceed through a similar set of completion milestones: Project kickoff & planning, discovery & requirements gathering,

configuration and deployment, user acceptance testing & training, and project closure/transition to our customer success team.

Once all relevant issues are resolved and the client team confirms acceptance, the project will be formally transitioned out of the professional services team and handed over to our customer support and customer success teams.



Sample Project Implementation Plan and Timeline

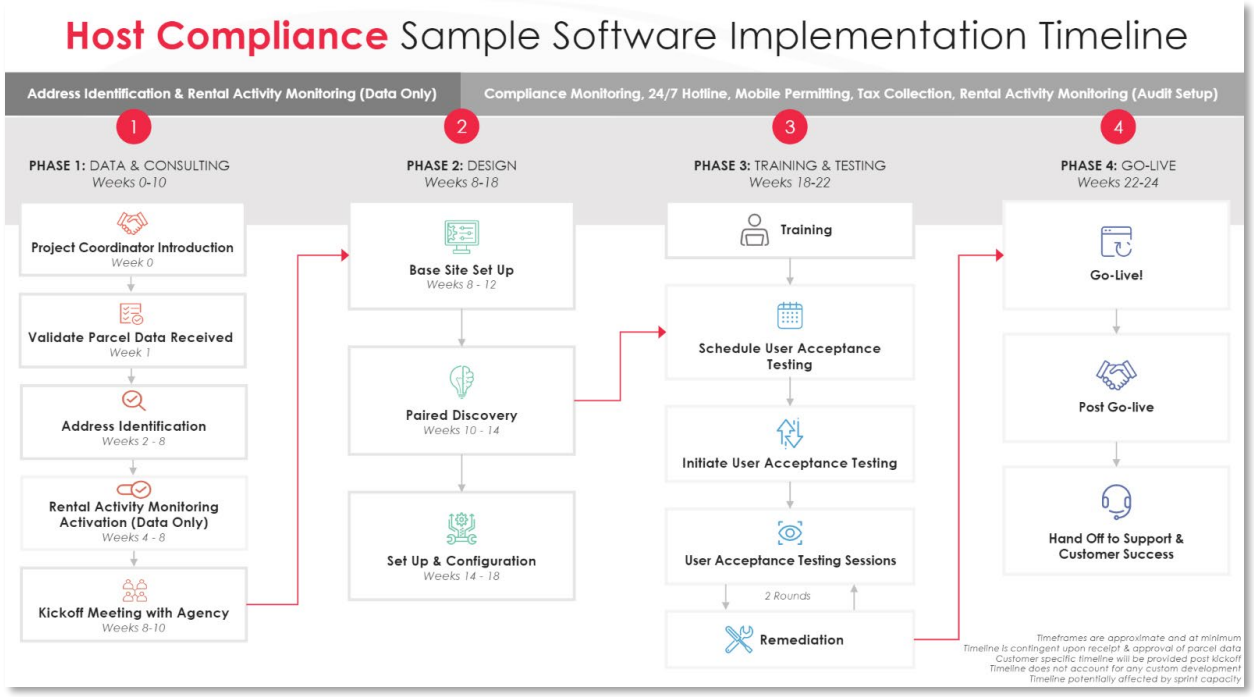


Figure 25: Sample Project Implementation Plan and Timeline

Project Phase	Minimum Timeline *	Description
Phase 1 - Data and Consulting	Weeks 0-10	• Project Coordinator Introduction • Validate Parcel Data (Provided by Client) • Address Identification Begins • Data Activated
Phase 2 - Design	Weeks 8-18	• Base Site and Client Environment Set Up • Confirmation of Client Requirements • Configurations based on Client Requirements
Phase 3 - Training & Testing	Weeks 18-22	• Client Training • User Acceptance Testing
Phase 4 - Go Live	Weeks 22-24	• Project Completion and Hypercare • Introduction to Customer Success Consultant

Figure 26: Sample Project Implementation phase details

***This is a Sample Software Implementation Timeline and does not account for any custom development. Granicus shall develop and submit a final project plan to the Client for its review after project discovery and requirements gathering is completed.**

Self-Service, Ongoing Training, and Supporting Documentation

Our online knowledge base containing user guides, FAQs, training videos and other self-help information is available online at support.granicus.com. This also includes the ability to directly submit suggested modifications or new feature requests to our Granicus development teams. Ongoing live support, training videos, product updates and supplemental online courses are all provided as a part of your ongoing subscription. However, beyond the Customer Success Consultants annual success call you can acquire additional onsite training or support if desired as a billable professional service.

Our Team

Key Project Personnel

The Granicus resources assigned to this project will be knowledgeable in the Granicus modules included in the solution as well as in the City's business processes and requirements. These resources shall be fully capable of performing assigned duties, fulfilling project commitments, and communicating with City team members effectively. The following roles may be part of your implementation project:

- Project Manager (Granicus PM): This is the primary person responsible for the implementation of and adherence to project plans.
- Designer: The Designer is responsible for customizations and modifications of Granicus products that relate to web design.
- Solution Validation Engineer: This team member is responsible for reviewing the City's technical compatibility with new or existing Granicus solutions. They will confirm the solution will work in the City's environment and ensure the City will maximize the intended and desired benefits from the solution.
- Product Trainer: The Trainer delivers instructor-led online or in-person training.

Host Compliance Team

Josh Fruecht – Director, National Sales, govService Host Compliance

Josh Fruecht is the Director of National Sales for the govService Host Compliance sales team at Granicus, the leading provider of modern digital government solutions. Josh has been working with and for public sector organizations for over 13 years and is a Certified Municipal Clerk with a Master's in Public Administration from the Askew School of Public Administration and Policy at Florida State University.

Joe Markusson, Sr. Director, Implementation Services

Joe is a professional services leader with over 15 years of experience coaching various cross-functional teams. Currently he leads the shared services delivery organization of Granicus to help enable complex government clients in US & UK markets meet their objectives with Granicus technology. Joe leads a dynamic group of Program Managers, Consultants and Specialists aligned to deliver meaningful human centered outcomes with high quality. Previously, Joe has worked in large tech with focuses on ERP and project management, training, lead generation and partnership. Outside of work Joe enjoys time with his wife and two sons, all of whom are forced to endure more conversations about digital engagement than they care to admit.

Sheneka Anthony, Platform Program Manager

As Platform Program Manager, Sheneka is responsible for ensuring the implementation process for complex projects runs smoothly. From kickoff to completion, Sheneka's focus is upon project success. Prior to her time as a Program Manager, Sheneka spent 8 years in the U.S. Army and then received both her Bachelor of Science and MBA in Business.

Shivam Patel - Associate Product Manager

Shivam joined the Granicus' Host Compliance team earlier this year and has been with the organization for nearly 3 years. His experience has been primarily as a Solution

Consultant supporting all markets (federal, state, and local) at Granicus, including becoming an SME for the Host Compliance product. He has been in the industry for over 5 years with a unique blend of experience across several industries, specializing in complex technologies including machine vision and machine learning. Passionate to maturing products and driving innovative solutions, particularly adept at bridging the gap between siloed startup products and scaling them within larger organizations. Proven track record of enhancing product maturity and scalability while delivering tangible results across govTech, Marketing SaaS, and the T&L space.

Jeffrey B. Goodman – Policy Analysis and Development

Jeffrey is an urban planner and considered one of the nation's leading authorities on short-term rentals and how they impact communities. He has worked with Host Compliance since early 2016. Jeff has previously contracted with the Cities of Vancouver, BC; Pasadena, CA; West Hollywood, CA; New Orleans, Los Angeles, CA; and Airbnb, and advised researchers on STRs in a range of other cities, including San Francisco, Portland, and New York. Jeff has spoken about STRs across North America, including at the APA's National Planning Conference, and he is the author of a featured article in Planning Magazine on the topic of STR regulation. He graduated from Yale College and earned his Master's in Urban Planning from Harvard University.

Lynn Munro – Director of Technical Support

Lynn joined Granicus six years ago as Project Manager and transitioned through Director of Implementation and is now a Director of Technical Support with worldwide teams. Located in the UK, Lynn has 30 years' experience working in the technology sector specializing in helping Local Government customers achieve their digital transformation goals. Lynn is passionate about driving positive change at work and at home and volunteers in her spare time. Recently Lynn proudly received the Granicus Powered By Purpose Award.

Vishwas Prasad – Manager, Technical Support

Vishwas has spent his entire professional career working with customers and providing a high level of support. Prior to joining Granicus, he worked for a back-office insurance company and authorized payments for life and other insurances of customers in the UK. Vishwas joined Granicus through the acquisition of Bang The Table in 2021. He's worked with Bang The Table since 2017 and has experience of working with customers from Australia to the US.

Customer Support

The Granicus Customer Support Team is focused on a single common mission: provide our clients with high quality, responsive support across all our product families. We are a diverse team of dedicated professionals driven by the mission and call to public service who strive to be on the cutting edge of technology and innovation.

Philosophy and Team Credentials

Teachers, public servants, musicians…this is just a sampling of the kinds of folks who embody the Granicus support organization. Despite our diverse backgrounds - we are all focused on one mission: to provide highly responsive world-class support to our local, state, and federal clients.

We employ a large and distributed team of support representatives, senior representatives and team leads across the U.S. and the U.K. with our primary locations in Denver, Colorado and St. Paul, MN.

We also employ a host of tools and systems that enable our team to better support our customers, including skill-based call routing, a centralized ticketing system, a robust knowledge base, remote support, and desktop tools, and 24/7 monitoring of our cloud-based infrastructure.

Contacting our Support Organization

- Regular Support Hours (Phone, Email, Chat): Monday-Friday, 9AM EST – 9pm EST
- Extended Live Meeting and Video Streaming Support (Phone, Email): Monday-Friday 9PM EST - Midnight
- Phone:(800) 314-0147 (US) or +44 (0) 800 032 7764 (Europe)

Granicus Support Portal - Support.Granicus.com

The Granicus support portal is your 24/7 resource for user guides, knowledge base articles and training videos for all our product offerings. Additionally - our users can sign up for weekly webinars/how-to sessions led by our support and services team. Users can also initiate a chat session with a live support agent during our standard business hours.

Granicus System Status

Granicus customers can opt-in to receive email and or SMS text alerts to our online status page (status.granicus.com) that provides real-time information around product releases, service disruptions and outages for all of our products. Granicus support and engineering provides for 24/7 response and monitoring of all cloud-based systems and software.

Support Service Levels and Priority Levels

Granicus provides the highest levels of support to our customers. To ensure that each support case is handled efficiently, we commit to the following service levels.

Priority	Initial Response	Examples
1: Emergency Severe application problem that causes productivity to cease for many staff or complete loss of service to either website or intranet (application-related site outage).	Within at least one hour	- Web server is running but application is non-functional - SQL-server errors not related to hardware
2: High Application or service is degraded but is available. A work-around is possible or a brief loss of service is acceptable. Impacts only a small group or causes work to cease for an individual staff member.	Within at least four business hours	Granicus site is operational but search, calendar or other modular functionality is impaired
3: Medium Moderate business impact; issues have affected productivity. A work-around may exist or the problem is for a non-business-critical task.	Within at least one business day	- File attachments won't upload - Text is not rendering correctly
4: Low Limited business impact. Requests can be scheduled.	Within at least three business days	- Programmatic change to back-end or front-end to improve efficiency - Distribution of all patches and upgrades

Security Overview

No other short-term rental compliance monitoring software provider invests as heavily in infrastructure as Granicus, whether that investment is in our datacenters or in the platform engineers who ensure that they operate flawlessly. Granicus views NIST 800-53 as the gold standard for application and infrastructure security.

Granicus understands the impact of disruption and takes the necessary steps, in our infrastructure design and scale, to ensure the availability of your applications when you need them. Data in those applications is encrypted at rest and in transit using FIPS 140-2 validated encryption methods. The remainder of the suite is hosted in Amazon Web Services and all backups (from every application) are replicated to AWS datacenters.

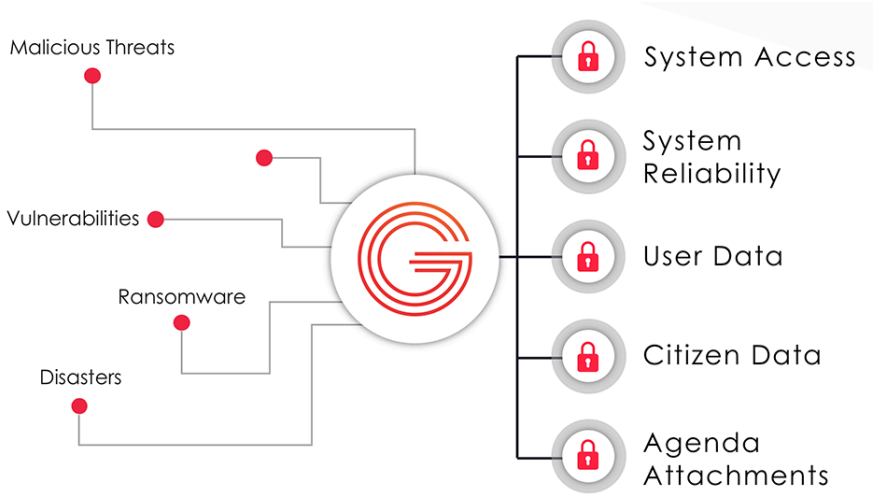


Figure 27: Security posture overview

Security Overview

We have leveraged best-practice principles from our roots in Silicon Valley in building the Host Compliance software, technology infrastructure, and data science architecture. Our core solutions are built in-house (given the lack of existing robust solutions incorporating geo-spatial data and the ability to run complex algorithms) and all data pertinent to our services are delivered through an integrated web interface that incorporates multiple modules (e.g., address identification, compliance monitoring, online permitting, tax collection, rental activity and tax compliance monitoring, hotline, reports, and dashboards) updated in real time. As the Host Compliance solution is a cloud-based solution on a virtualized server, it will be accessible to the relevant City personnel through a secure password-protected web application. Data and reports can be pulled by City staff "on demand" through our platform, without the need for advanced hardware – only a secure and consistent connection to a modern Internet browser (e.g., Explorer 11+, Edge, Chrome, Firefox, and Safari) to access online software at a designated URL. As for PC requirements, if the City's PCs operate on one of the above-mentioned operating systems, you will be able to use the Host Compliance platform.

Data Center Security

For database management system, server hardware architecture, and related services, we are using Amazon, which is the industry's leading provider of such services and is well-known for its scalability and security. Host Compliance is 100% cloud-based which for the City means that there are no web hosting requirements as our databases are hosted on Amazon Web Services.

With regard to security, as described above, Host Compliance hosts our applications and your data with Amazon Web Services (AWS) which provides a highly reliable, scalable, low-cost infrastructure platform in the cloud that powers hundreds of thousands of organizations in 190 countries including government institutions such as the U.S. Department of State, the U.S. Department of Energy, the Center for Disease Control, the State of Washington, and Multnomah County, OR. AWS is a secure, durable technology platform with industry- recognized certifications and audits: PCI DSS Level 1, ISO 27001, FISMA Moderate, FedRAMP, HIPAA, and SOC 1 (formerly referred to as SAS 70 and/or SSAE 16) and SOC 2 audit reports. All the data centers we use have multiple layers of operational and physical security to ensure the integrity and safety of our data.

All data is backed up using daily and weekly images. Parent/child replication also ensures that database backups are hot-swappable. Backups and replications are not transported off site but are stored in different Amazon data centers from the Host Compliance application to ensure that they can be recovered in case of loss at the primary data center. To identify and manage threats, Host Compliance's team constantly monitors notifications from various sources and alerts from internal systems.

Robust Security Layers

We follow industry-standard practices under the guidance of our experienced Information Security Officer and our Privacy Officer. For example:

- None of our servers are publicly accessible. Host Compliance engineers must proxy all their traffic through our secure jump box to reduce potential attack vectors from would be hackers.
- We have a strict two-factor authentication policy for all third-party logins (such as through Google), if available.
- Public access to AWS s3 is restricted for website assets.
- All data (s3 + database storage) is encrypted at rest and is only made available, on an as-needed basis, to employees and contractors of Host Compliance via a secure Host Compliance login unique to the individual, each of whom are all working under agreements that contain strict confidentiality clauses.
- Employees are required to encrypt their hard drives, and User access profiles are managed centrally through LastPass and our HR/ contractor onboarding and offboarding processes.
- We document and inventory our hardware (e.g., employee laptops and monitors), software, and online applications.

- We retain logs of all database interactions (limited to Host Compliance employees and contractors) that stores stored data for 3 days. We retain all application logs for 15 days.

Virtually all of the information we store is publicly available information (e.g., platform listings, publicly available government records). Credit card and bank account information is not persisted anywhere on our system and is instead passed directly to our third-party payment processor, Stripe, Inc. Stripe, Inc. is a vendor certified to PCI Service Provider Level 1 (the most stringent level of certification available in the payments industry) that processes payments for more than 100,000 other companies and organizations including Amazon, Target, and UNICEF. For the limited personal information, we retain (primarily for our Permitting/Registration and Tax Collection customers), the information is stored in highly secure Amazon S3 buckets that are protected by appropriate security mechanisms that have been reviewed and approved by various customers' cybersecurity teams, including Los Angeles and Seattle.

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Attachment "A"

OFFICIAL PROPOSAL FORM and CERTIFICATION
FOR THE CITY OF LAGO VISTA, TEXAS

This certification must be submitted with the proposal.

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver FOB destination point as listed on a future Purchase Order or Notice of Award.

To furnish all materials and labor in accordance with the scope of work described in the Proposal for the specified lump sum, subject to all conditions shown therein and the City's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this Proposal document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Proposer to ensure that it has obtained such letters. By submitting a Proposal on this project, Proposer shall be deemed to have received all Letters of Clarification and to have incorporated them into its Proposal.

The City may accept this Proposal offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of said Proposal to this Proposer at any time on or before the 120th day following the day this Official Proposal Form is opened by the City. This offer shall be irrevocable for 120 days after Proposal opening, or for 90 days after City Council awards the Proposal, whichever comes last, but this period may be extended by written agreement of the parties.

THIS PROPOSER IS AND REPRESENTS THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER

The undersigned hereby offers to furnish and deliver the materials and/or services as specified at the prices and terms herein stated and in accordance with the Request for Proposal, Clarification Letters, and any General Terms and Condition Specifications that they City might have issued in connection with this solicitation, all of which are made a part of this offer.

All pages of The City of Lago Vista's form, including but not limited to the General Terms and Conditions, Specifications and page one of this Proposal invitation are incorporated by reference into this Proposal for all purposes.

NOTICE TO ALL NEW CONTRACTORS WHO HAVE NOT CONDUCTED BUSINESS WITH THE CITY OF LAGO VISTA

FEDERAL FORM W9 REQUIREMENT:

The "Request for Taxpayer Identification Number and Certification" Federal Form W-9 should be filled out and returned with your proposal. This form is available from any Federal Office or from The City of Lago Vista Finance Office and has not been included as part of this Proposal package. The form should be mailed to The City of Lago Vista, 5803 Thunderbird, Lago Vista, TX 78645.

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This form is **REQUIRED** to be on file **BEFORE** we can conduct any business with any Contractor. Submitting this form will assist us in setting your company up as a certified Contractor of The City of Lago Vista.

PROPOSERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Request for Proposal. I also understand that if this proposal is accepted by The City of Lago Vista that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and The City of Lago Vista, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

Corporation ___ (The Proposal MUST be signed by an Officer of the company)

Partnership ___ (The Proposal MUST be signed by a General Partner)

Joint Venture ___ (The Proposal MUST be signed by an Officer of the company)

Sole Proprietor ___ (The Proposal MUST be signed by the Owner)

Limited Liability Company X

Is the company a small, minority, or woman-owned business enterprise?

MBE ___ WBE ___ SBE ___

Has the company been certified as a SMWBE by any governmental agency?

Yes ___ No X

If yes, specify the governmental agency: _____

Date of certification: _____

LETTERS OF CLARIFICATION:

The Proposer acknowledges receipt of the following Letters of Clarification: (If you have not received any Letters of Clarification, then write NONE across the blanks). If you have received Letters of Clarification, then write beside the appropriate Letter of Clarification number the date received. ALL LETTERS OF CLARIFICATION RECEIVED SHOULD BE ATTACHED TO THE PROPOSAL.

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LETTER OF CLARIFICATION # 1 N/A

LETTER OF CLARIFICATION # 2 N/A

LETTER OF CLARIFICATION # 3 N/A

COMPANY NAME: Granicus LLC

COMPANY ADDRESS: 1152 15th Street, Suite 800,

CITY/STATE/ZIP: Washington, DC 20005

COMPANY REPRESENTATIVE

NAME: Brendan Stierman Sr Manager, Contracts

TELEPHONE #: 800-314-0147 FAX#: N/A

EMAIL: contracts@granicus.com

SIGNATURE: Signed by: Brendan Stierman B11273C80DFC404...

DATE: 8/9/2024

Docusign Envelope ID: AABA08B0-D525-45FE-AE1E-86BA0C3FCA4B

Attachment "B"
HB 89 Form

Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

To Be Completed By Contractor:

"I, Brendan Stierman (Name of certifying official), the Sr Manager, Contracts (title or position of certifying official) of Granicus LLC (name of company), does hereby verify on behalf of said company to the City that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

Signed by:
Brendan Stierman
B11273C80DFC404...

Signature of Certifying Official

Sr Manager, Contracts

Title

8/9/2024

Date

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ATTACHMENT "C"

CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e., The City of Lago Vista) must disclose in the Questionnaire Form CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. Bylaw, the Questionnaire must be filed with the Lago Vista City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City or submits an application or response to a Request for Proposals or bids, correspondence, or another writing related to a potential Contract with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at **http://www.ethics.state.tx.us/forms/CIO.pdf.**

Questions about compliance shall be directed to the Proposer's legal counsel.

Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense Under Chapter 176 is a Class C misdemeanor

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Granicus LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ● No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ● No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ● No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signed by:
Brendan Stierman
B11273C80DFC404...

Signature of vendor doing business with the governmental entity

8/9/2024

Date

Adopted 8/7/2015

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ATTACHMENT "D"

CITY OF LAGO VISTA

INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed By Insurance Agent/Broker and Responder

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this proposal document. If the Proposer shown below is awarded this contract by the City of Lago Vista, I will be able to, within fifteen (15) days of notification of such award, furnish a valid insurance certificate to the City of Lago Vista meeting all the insurance requirements in this proposal.

Insurance Coverage Reviewed: *see Exhibit B of Granicus' Exceptions Letter

Agent's Name: Granicus' Insurance Broker doesn't sign client insurance documents

Agency Name: _____

Address: _____

City / State / ZIP: _____

Telephone No. ( ) _____ Fax No. ( ) _____

Proposer's Name and Company: _____

RFP Number and Title: Short Term Rental Tracking, Monitoring & Compliance Software RFP No. 24-10

Insurance Agent / Broker Signature: _____ Date: _____

By submitting a proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within fifteen days of notification of award.

If the above fifteen-day requirement is not met, the City of Lago Vista has the right to reject this proposal and award the contract to the next lowest proposer meeting specifications. If you have any questions concerning these requirements, please contact the City Manager (512) 267-1155.

Proposer's Signature: Signed by: Brendan Stierman B11273C80DFC404... Date: 8/9/2024

Docusign Envelope ID: AABA08B0-D525-45FE-AE1E-86BA0C3FCA4B

ATTACHMENT "E"

DRUG-FREE WORKPLACE CERTIFICATION

The Granicus LLC (company name) will provide a Drug Free Workplace in compliance with the Drug Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on the premise of the Granicus LLC (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The undersigned Contractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the Contractor's policy statement;

~~Notifying the employees in the Contractor's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statue in the workplace;~~

~~Notifying the City within ten (10) days of the Contractor's receipt of a notice of a conviction of any employee; and,~~

Taking appropriate personnel action against an employee convicted of violating a criminal drug statue or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Granicus LLC

Name of Organization / Contractor(s)

Signed by:
Brendan Stierman
B11273C80DFC404...

Signature of Authorized Representative:

8/9/2024

Date:

ATTACHMENT "F"

QUALIFICATIONS & REFERENCE SHEET

Please Complete and Return This Form with the Response

The Contractor may furnish up to a maximum of three (3) references for projects of a similar size and scope, with the following information provided for each reference:

Client's Name: Dallas, TX

Name of Contact: Latasha Brewster

Title of Contact: Inspector

Email address latasha.brewster@dallas.gov

Telephone Number: (469) 515-1114 or (214) 671-9148

Website URL: Welcome to the City of Dallas, Texas (dallascityhall.com)

Client's Name: Houston, TX

Name of Contact: Kathryn Bruning

Title of Contact: Deputy Director of Regulatory Affairs

Email address: Kathryn.Bruning@houstontx.gov

Telephone Number: (832) 394-9414

Website URL: Government (houstontx.gov)

Client's Name: Yates County, NY

Name of Contact: Jessica Mullins

Title of Contact: County Administrator

Email address: jmullins1@yatescouty.org

Telephone Number: 315-536-5192

Website URL: Yates County, NY | Official Website (yatescountyny.gov)

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Dear /λűè 2Ŧ [l·Ǝ2 ±λăűl·:

Thank you for providing us with the opportunity to respond to the {Ƙ2ℕűⲔ ¢ŜℕY wŜyűl·f ¢ℕl·Ǒ]λyƎΣ a2yλű2ℕλyƎ ɘ /2YLJfλl·yǑŜ {2ŦűøⲔl·ℕŜ wCt b2Φ нптмл.

Granicus's proposal is submitted based upon a good faith negotiation of mutually agreeable terms and conditions upon award of the RFt. The attached Master Subscription Agreement contains the necessary provisions covering the products and services that comprise Granicus's proposal, and it is offered for consideration to be the basis for such good faith negotiations. If there is an existing contract between the parties, Granicus is willing to consider utilizing such contract upon award. Additionally, attached is Granicus's evidence of insurance.

Granicus is willing to negotiate any agreeable modifications to the Master Subscription Agreement. We look forward to engaging with you and negotiating the terms and conditions that will form the basis of our future relationship.

Sincerely,

Attachments: Exhibit A (Master Subscription Agreement); Exhibit B (Evidence of Insurance).

GRANICUS

Exhibit A
Master Subscription Agreement
US/Canada

This Master Subscription Agreement ("**Agreement**") is effective as of the date last signed below (**"Effective Date"**) between Client ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company for those Clients residing in the US, and Granicus Canada Holdings, U.L.C., an unlimited liability corporation for those Clients residing in Canada ("**Granicus**").

1. Definitions. For the purpose of this Agreement, the following terms have the corresponding definitions:

"Content" means any material or data: (i) displayed or published on Client's website; (ii) provided by Client to Granicus to perform the Services; or (iii) uploaded into Products.

"Products" means the online or cloud subscription services, on premise software, and embedded software licensed to Client, and hardware components purchased by Client under this Agreement;

"IP Rights" means all current and future worldwide statutory or other proprietary rights, whether registered or unregistered, including but not limited to, moral rights, copyright, trademarks, rights in designs, patents, rights in computer software data base rights, rights in know how, mask work, trade secrets, inventions, domain or company names and any application for the foregoing, including registration rights.
"Order" means a binding proposal, written order, or purchasing document setting forth the Products made available to Client pursuant to this Agreement;

"Services" means the consulting, integration, installation, and/or implementation services to be performed by Granicus as described in the SOW;

"SOW" means a statement of work agreed to by the parties that references this Agreement and describes the Services and Deliverables provided as part of a Services engagement pursuant to the Services provisions set forth in this Agreement; and

2. Intellectual Property Ownership and Use Rights.

a) **Intellectual Property Ownership.** Granicus and its licensors own all IP Rights in the Products. Client and its authorized users have no right, title or interest in the Products other than the license rights expressly granted herein. All rights not expressly granted in the Products are reserved by Granicus or its licensors.

b) **License to Products.** Granicus hereby grants Client a non-exclusive, non-transferable license to access and use the Products identified in the Order during the Term set forth therein. In addition to the terms of this Agreement and the Order, product-specific license terms applicable to certain of the Products can be found at www.Granicus.com/legal/licensing and are hereby incorporated into this Agreement by reference. Granicus reserves all right, title and interest in and to all Granicus Products, including all rights not expressly granted to Client under this Agreement.

c) **Third Party Contractors.** Client may permit its third-party contractors to access and use the Products solely on behalf of and for the benefit of Client, so long as: (i) such contractor agrees to comply with this Agreement as if it were Client; (ii) Client remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all volume or transaction-based use of the Products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the Services rendered to Client that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the Products and uninstall and destroy all confidential or proprietary Granicus information in its possession. Client will certify compliance with this section in writing upon Granicus' request.

d) **Data Sources.** Client may only upload data related to individuals that originates with or is owned by Client. Client shall not upload data purchased from third parties without Granicus' prior written consent and list cleansing Services provided by Granicus for an additional fee. Granicus will not sell, use, or disclose any personal information provided by Client for any purpose other than performing Services subject to this Agreement.

e) **Content.** Client can only use Products to share Content that is created by or owned by Client and/or Content for affiliated organizations, provided that use by Client for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the Products. Granicus is not responsible for any Content used, uploaded or migrated by Client or any third party.

f) **Advertising.** Client shall not use Products to promote products or services available for sale through Client or any third party without Granicus' prior written consent.

g) **Restrictions.** Client shall not:

(i) Use or permit any end user to use the Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or tortious material or disrupt others use of the Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Products to make unauthorized entry into any other device accessible via the network or Products;

(ii) Use the Products as a door or signpost to another server;

(iii) Disassemble, decompile, reverse engineer or make derivative works of the Products;

(iv) Rent, lease, lend, or host the Products to or for any third party, or disclose the Products to any third party except as otherwise permitted in this Agreement or an Order or SOW;

(v) Use the Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or

(vi) Modify, adapt, or use the Products to develop any software application intended for resale which uses or competes with the Products in whole or in part.

3. Term; Termination.

a) **Agreement Term.** This Agreement begins on the Effective Date and remains in effect for the period set out in the Order ("**Initial Term**"). Thereafter, this Agreement will continue in effect until all Orders or SOWs have expired or been terminated.

b) **Order Term.** Each Order will be effective on the date set out therein and will remain in effect during the Initial Term identified in such Order. Each Order will automatically renew for twelve (12) month terms (each, a "**Renewal Term**") unless either party gives the other party notice of non-renewal at least sixty (60) days prior to the end of the applicable Term of the Order. The Initial Term and all Renewal Terms are collectively, the "**Term**".

c) **SOW Term.** Each SOW will begin on the effective date of the SOW and will remain in effect until the Services are completed, this Agreement is terminated, or the termination date set out in the SOW (the **"Termination Date"**), whichever is later. If no specific Termination Date is designated in the SOW, Client may terminate the SOW upon thirty (30) days written notice to Granicus.

d) **Termination for Default.** Either party may terminate this Agreement or any Order or SOW by written notice if the other party commits a material breach of this Agreement or the applicable Order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties.

e) **Effect of Termination.** Upon expiration or termination of an Order or SOW for any reason: (i) Client's right to access and use the Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due to Granicus under all Orders and SOWs; (iii) Granicus will promptly cease performance of any Services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. Client will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30)-day period nor is Granicus responsible for extracting the data on Client's behalf absent separate written agreement and the payment of additional fees.

f) **Survival.** Sections 4 (Fees, Payment), 9 (Confidentiality), 10 (Indemnification), 11 (Limitation of Liability), 13 (Governing Law) and any other clause that by its nature is intended to survive will survive termination of this Agreement indefinitely or to the extent set out therein.

4. Fees; Payment.

a) **Fees.** Client will pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront at the beginning of each annual term. Services fees and one-time fees are due according to the billing frequency specified in each Order or SOW. Granicus may suspend Client's access to any Products if there is a lapse in payment not remedied promptly upon notice to Client. A lapse in the

Term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

b) **Payment.** Client will remit payment of the fees due within thirty (30) days of receipt of an accurate invoice from Granicus or its authorized reseller, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable. With respect to any amount due to Granicus which is not paid within thirty (30) days of an undisputed invoice, Granicus may apply interest at the rate of one and half percent (1.5%) per month, or such lesser amount required by law, assessed from the due date through the date of payment. Client acknowledges and agrees that orders placed by Client for Products and Services will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.

c) **Purchase Orders.** Upon request, Granicus will reference a purchase order number on its invoices if Client provides the corresponding purchase order information to Granicus prior to generating the invoice. Client agrees that a failure to provide Granicus with purchase order information will not relieve Client of its obligations to provide payment in accordance with this section.

d) **Price Changes.** Subject to any price schedule or pre-negotiated fees to which this Agreement or an Order may be subject, Granicus will provide notice of any price changes at least ninety (90) days prior to the end of the current Term, which will become effective as of the next Renewal Term. Renewals at the same volume amount will not increase more than ten percent (10%) over the prior year's fees. Purchases of additional Products will be at Granicus' then-current price and licenses, subject to volume or transaction metrics, and will be reviewed annually prior to commencement of the Renewal Term, with fees adjusted to cover increases in Client's use.

e) **Cooperative Purchasing.** To the extent permitted by law the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies. Orders and SOWs entered into by such third parties are independent agreements between the third party and Granicus and do not affect this Agreement or any Order or SOW between Granicus and Client.

5. Client Responsibilities.

a) **Content.** Client will be solely responsible for the Content submitted to the Products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Granicus. Client represents and warrants it has the legal right to provide the Content to Granicus and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. Client grants Granicus a limited, non-exclusive right during the Term to access and use the Content to provide the Products and Services. Content does not include user feedback related to the Products or Services, which Granicus is free to use without any further permission or consideration to Client. In addition, Content does not include data generated by use of the Products, including system data and data derived from Content in an aggregated and anonymized form, which may be used by Granicus for any and all business purposes including diagnostics and system and product improvements.

b) **Data Backup and Protection.** Client will maintain a back-up of any data or data files provided to Granicus. For certain Products, Granicus offers functionality that requires subscribers to enable password

protection of subscriber profiles and associated data. Client assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.

c) **Passwords.** Sign-on credentials used to access the Products are non-transferable. Client is responsible for keeping all passwords secure and for all use of the Products through Client's sign in credentials.

d) **Cooperation.** Client will provide any assistance reasonably required by Granicus to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's offices for Services performed onsite.

e) **Third-Party Technology.** Client will be responsible for securing all licenses for third party technology necessary for Granicus to perform the Services (including the right for Granicus to use such technology) and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with Granicus.

6. Support. Basic support and maintenance services provided to Client for Products ("Support") is included in the fees paid for the Granicus Product subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement set forth at www.granicus.com/legal/licensing. Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

7. Representations; Warranties; Disclaimers.

a) **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

b) **Warranties:**

(i) Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.

(ii) Granicus warrants that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.

(iii) Client's sole and exclusive remedy and Granicus ' sole obligation for breach of the warranties in this Section are as follows: (i) for a breach of the warranty in Section 7.b.(i), the indemnity in Section 10 of this Agreement; and (ii) for a breach of the warranty in Section 7.b.(ii) reperformance of the non-conforming Services, provided that Client notifies Granicus of a non-conformity in this Section during the thirty (30) day period following Granicus' completion of the applicable Services.

c) **Disclaimers.** EXCEPT AS EXPRESSLY STATED IN THIS THIS SECTION, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT

PRODUCTS OR SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

8. Services.

a) Granicus will perform Services in accordance with this Agreement and the SOW. Granicus is not obligated to provide any Services unless set out in the SOW. Unless otherwise set out in the SOW or as agreed to by the parties the Services will be performed remotely. Any estimates provided in the SOW, including expected hours to complete the Services and any timeline provided by Granicus, are based on known functional requirements and technical environments as of the effective date of the SOW. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

b) Granicus grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client independently and with the Products. Granicus retains all right, title and interest to the Deliverables except for those rights expressly granted to Client and reserves all rights not otherwise expressly granted herein. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a SOW. **"Deliverable(s)"** means any computer software, written documentation, reports or materials developed by Granicus specifically for Client pursuant to a SOW;

c) Any modifications to the Services must be in writing and signed by authorized representatives of each party. Granicus personnel performing Services at Client's offices will comply with Client's policies and procedures in effect at such location.

d) If agreed to by the Parties in the SOW, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Granicus in the performance of the Services in accordance with Client's travel and expense policy which will be provided to Granicus in writing (or Granicus' policy if none is provided by Client) and which will be billed monthly and due thirty (30) days following date of invoice.

9. Confidentiality. During performance of the Services, each party may receive Confidential Information of the other party.

a) **"Confidential Information"** means all confidential and/or trade secret information of either party (**"Disclosing Party"**), including but not limited to: (i) Granicus' Products; (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party (**"Receiving Party"**) or to which the Receiving Party gains access in connection with performance of the Services.

b) Subject to freedom of information, government transparency, or similar applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) restrict access to Confidential Information to those of

its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.

c) If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.

d) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

e) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.

f) Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

10. Indemnification.

a) Granicus will defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Products or Deliverables, as delivered to Client and when used in accordance with this Agreement and the applicable Order or SOW, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW (a "Claim").

b) To the extent permitted by applicable law, Granicus will have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

c) If the Products or Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Products or Deliverables may be subject to such a Claim, Granicus

reserves the right, in its sole discretion, to: (i) replace the affected Products or Deliverable with non-infringing functional equivalents; (ii) modify the affected Products or Deliverable to render it non-infringing; or (iii) terminate this Agreement or the applicable Order or SOW with respect to the affected Granicus Product or Deliverable and refund to Client any prepaid fees for the then-remaining portion of the Order or SOW Term.

d) Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product or Deliverable by anyone other than Granicus; (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; (iii) combination with the Products or Deliverable with non-Granicus software or data; or (iv) Client's (or any authorized user of Client) use of any Products or Deliverables other than in accordance with this Agreement.

e) This section sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Products, Deliverables or any other materials provided by Granicus violate or infringe upon the rights of any third party.

11. Limitation of Liability.

a) EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) IN NO EVENT, EXCEPT FOR CLIENT'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE ORDER OR SOW, OR GRANICUS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (INDEMNIFICATION), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO GRANICUS IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. HOWEVER, IF CLIENT HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF GRANICUS TO CUSTOMER FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSDAND DOLLARS ($5,000).

12. General.

a) Force Majeure. With the exception of payment obligations, any delay in the performance by either party of its obligations hereunder will be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

b) **Independent Contractor.** Each party is an independent contractor and employees of each party are not considered to be employees of the other party. No agency, partnership, joint venture or other

joint relationship is created by this Agreement. The parties shall not make any commitments binding on the other or make any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation and any taxes related thereto.

c) **Publicity.** Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except Granicus may include Client's name and logo in client lists and similar communications.

d) **Waiver.** No waiver of any breach of any provision of this Agreement or the SOW by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or the SOW will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

e) **Notices.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (iii) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (iv) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Parties are as follows:

Granicus
Contracts
408 St. Peter Street, Suite 600 Saint Paul, MN 55102
(651) 757-4154
contracts@granicus.com

Client	
ATTN:	
Address:	
Phone:	
Email:	

f) **Severability.** If any provision of this Agreement, Order, or SOW, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement, Order or SOW will remain in full force and effect.

g) **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided that either Party may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void.

h) **Amendment.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

i) **Applicable Law.** Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable law, rules, and regulations.

j) **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the Parties.

k) **No Third-Party Beneficiaries.** This Agreement is binding upon and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

13. Governing Law. If Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), this Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state. If Client is the Federal government of the United States or any branch or agency thereof, this Agreement will be governed by the laws of the United States with venue being any Federal district court of competent jurisdiction. If Client is a private or commercial entity, this Agreement will be governed by the laws of the state of New York, without reference to the state's conflict of law principles, with exclusive jurisdiction of the state and federal courts located in the borough of Manhattan, New York, New York. If Client is located in Canada, this Agreement will be governed by the laws of the Province of Ontario with suit brought only in the General Division of the Ontario Court of Justice. No applicable principals of conflicts of laws, imputed terms of the Uniform Commercial Code, or the United Nations Convention on contracts for the international sale of goods will apply to this Agreement.

14. Entire Agreement. This Agreement and Orders and SOWs governed by this Agreement constitutes the entire agreement between Granicus and Client, and supersedes all prior agreements, requests for proposals or pricing and the corresponding responses, understandings, representations or correspondence relevant to the subject matter hereof. Perpetual licenses granted to Client under prior agreements remain in full force and effect. Inconsistencies between documents will be resolved in the following order: (I) this Agreement; (ii) Orders and SOWs; (iii) all other purchase documents executed by the parties (except for any pre-printed or standard terms contained on purchase orders which shall have no force or effect); (iv) Granicus' response to Client's RFI, RFP, RFQ; and (v) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Client has not been induced to enter into this Agreement or the SOW by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly-authorized representatives on the Effective Date set forth below.

Granicus	**Client**
By: _____	**By:** _____
(Authorized Signature)	(Authorized Signature)
Name: _____	**Name:** _____
(Print or Type Name of Signatory)	(Print or Type Name of Signatory)
Title: _____	**Title:** _____
Date: _____	**Date:** _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2024 | 12/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1421590 Granicus, LLC 408 Saint Peter Street Suite 600 Saint Paul MN 55102	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Berkley National Insurance Company — 38911 **INSURER B :** --- SEE ATTACHMENT --- **INSURER C :** Riverport Insurance Company — 36684 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES GRAIN01 **CERTIFICATE NUMBER:** 20132303 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	N	N	TCP 7024348-10	10/20/2023	10/20/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X Comp $100 Ded X Coll $1,000 Ded	N	N	TCP 7024348-10	10/20/2023	10/20/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE 	$ XXXXXXX $ XXXXXXX $ XXXXXXX
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N / N / A If yes, describe under DESCRIPTION OF OPERATIONS below		N	TWC 7024349-10	10/20/2023	10/20/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	See attachment	N	N	See attachment	12/15/2023	10/20/2024	See attachment	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
RE: Evidence of Insurance Coverage

CERTIFICATE HOLDER

20132303
Evidence of Coverage

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **20132303.**

- Email: PacificeDelivery@lockton.com
- Phone: (213) 689-2300

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Insurance Brokers, LLC – Pacific Series

Wildebeest Topco, LLC Excess Policy's Renewal Information

Primary Insurer: ACE American Insurance Company
Type of Insurance: Technology E&O / Cyber Liability
Policy Number: F16817867 002
Policy Eff Date: 12/15/2023
Policy Exp Date: 10/20/2024
Limit: $5,000,000
Retention: $250,000

2nd Insurer: Fortegra Specialty Insurance Company
Type of Insurance: Excess Technology E&O / Cyber Liability
Policy Number: C-4LPX-250837-CEPMM-2023
Policy Eff Date: 12/15/2023
Policy Exp Date: 10/20/2024
Limit: $5M excess of $5M

3rd Insurer: Canopius US Insurance
Type of Insurance: Excess Technology E&O / Cyber Liability
Policy Number: CYT27220120-01
Policy Eff Date: 12/15/2023
Policy Exp Date: 10/20/2024
Limit: $5M excess of $10M

RFP 24-10 Short Term Rental Tracking, Monitoring & Compliance Software
RFP Evaluation Scoring Sheet

Evaluation Criteria	Rank		
[redacted]	[redacted]	Deckard Technologies Inc.	Granicus LLC
Norma	[redacted]	1	2
Shane	[redacted]	1	2
Adam	[redacted]	1	2
Chief	[redacted]	1	2
Jillian	[redacted]	1	2
Eric	[redacted]	1	2

RFP 24-10 Short Term Rental Tracking, Monitoring & Compliance Software
RFP Evaluation Scoring Sheet

Reviewer	Companies				
	Avenu Insights & Analytics	Deckard Technologies Inc.	GovOS, Inc.	Granicus LLC	Sastah Solutions LLC
Chief Boshears	92	93	89	94	25
Cole Bakley	70	90	55	95	25
Eric Zeno	91	90	97	96	91
Jillian Doughert	50	85	45	85	25
Tracie Hlavinka	95	85	92	91	70
Average Score	**80**	**89**	**76**	**92**	**47**

Scores in Order

Place	Firm	Combined Average Score
1	Granicus LLC	92
2	Deckard Technologies Inc.	89
3	Avenu Insights & Analytics	80
4	GovOS, Inc.	76
5	Sastah Solutions LLC	47

RFP 24-10 Short Term Rental Tracking, Monitoring & Compliance Software
RFP Evaluation Scoring Sheet

Reviewer: __Tracie Hlavinka_____

Evaluation Criteria	Max Points	Firms				
[redacted]		Avenu Insights & Analytics	Deckard Technologies Inc.	GovOS, Inc.	Granicus LLC	Sastah Solutions LLC
Qualifications/Experience	35	35	30	35	32	28
Pricing	25	23	25	20	22	15
Ability to Meet City of Lago Vista Needs	40	37	30	37	37	27
Total	100	95	85	92	91	70

RFP 24-10 Short Term Rental Tracking, Monitoring & Compliance Software
RFP Evaluation Scoring Sheet

Reviewer: _____Cheif Boshears_____

Evaluation Criteria	Max Points	Firms				
[redacted]		Avenu Insights & Analytics	Deckard Technologies Inc.	GovOS, Inc.	Granicus LLC	Sastah Solutions LLC
Qualifications/Experience	35	33	33	33	33	15
Pricing	25	24	22	22	23	0
Ability to Meet City of Lago Vista Needs	40	35	38	34	38	10
Total	100	92	93	89	94	25

RFP 24-10 Short Term Rental Tracking, Monitoring & Compliance Software
RFP Evaluation Scoring Sheet

Reviewer: _____Cole Bakley_____

Evaluation Criteria	Max Points	Firms				
[redacted]		Avenu Insights & Analytics	Deckard Technologies Inc.	GovOS, Inc.	Granicus LLC	Sastah Solutions LLC
Qualifications/Experience	35	30	35	20	35	5
Pricing	25	15	20	20	20	5
Ability to Meet City of Lago Vista Needs	40	25	35	15	40	15
Total	100	70	90	55	95	25

RFP 24-10 Short Term Rental Tracking, Monitoring & Compliance Software
RFP Evaluation Scoring Sheet

Eric Zeno

Evaluation Criteria	Max Points	Firms				
[redacted]		Avenu Insights & Analytics	Deckard Technologies Inc.	GovOS, Inc.	Granicus LLC	Sastah Solutions LLC
Qualifications/Experience	35	33	33	35	34	33
Pricing	25	23	23	24	24	23
Ability to Meet City of Lago Vista Needs	40	35	34	38	38	35
Total	100	91	90	97	96	91

RFP 24-10 Short Term Rental Tracking, Monitoring & Compliance Software
RFP Evaluation Scoring Sheet

Reviewer: ____Jillian Dougherty_____

Evaluation Criteria	Max Points	Firms				
		Avenu Insights & Analytics	Deckard Technologies Inc.	GovOS, Inc.	Granicus LLC	Sastah Solutions LLC
Qualifications/Experience	35	20	30	15	30	5
Pricing	25	10	20	20	20	5
Ability to Meet City of Lago Vista Needs	40	20	35	10	35	15
Total	100	50	85	45	85	25

AGENDA ITEM NO. 18

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2025

SUBMITTED BY: Taylor Whichard, City Manager

SUBJECT: Discussion, consideration and possible action authorizing Boggy Ford Investments, LLC located at 19720 Boggy Ford, which is outside of the City's Corporate Boundaries, to connect to the City's water and sewer lines for the purpose of developing their site.

BACKGROUND:

Boggy Ford Investment LLC (the "Developer") is proposing to construct a convenience store and gas station ("C-Store") within the City's extraterritorial jurisdiction (ETJ), specifically located at 19720 Boggy Ford Road, Lago Vista, TX 78645. The Developer is requesting to connect to the City of Lago Vista's water and sewer infrastructure to serve the project.

Per City policy, developments located within the ETJ are not automatically entitled to City utility services. Instead, they must either seek approval from the City Council to connect to City utilities under specific conditions or annex into the City to obtain full municipal services.

For reference, some extracted plan sheets are attached.

FINDINGS:

Water Service Availability: The proposed development is near an existing City water main. The Developer will be required to cover all costs associated with tapping into the main, installing necessary service lines, and ensuring compliance with City standards.

Sewer Service Availability: The Developer is requesting to tie into the City's wastewater system. Given the site's location, a feasibility review has been conducted to assess potential capacity and necessary infrastructure upgrades. If approved,

the Developer must construct all required lift stations, force mains, and gravity sewer extensions to meet City specifications.

FINANCIAL IMPACT: Developer will be required to pay all applicable tap and impact fees based on their proposed meter size.

ATTACHMENTS:
2025-03-06 _ Boggy Ford C-Store _ Site Plan _ Extracted Pages.pdf

1073

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	PLAT
3	GENERAL NOTES
4	EXISTING CONDITIONS
5	EROSION & SEDIMENTATION CONTROL
6	EROSION & SEDIMENTATION DETAILS
7	EXISTING DRAINAGE AREA MAPS
8	SITE PLAN AND DIMENSIONS
9	DRIVEWAY PLAN & PROFILE
10	SITE PLAN DETAILS 1
11	SITE PLAN DETAILS 2
12	GRADING PLAN
13	PROPOSED DRAINAGE AREA MAPS
14	WATER QUALITY 1
15	WATER QUALITY 2
16	WATER QUALITY 3
17	UTILITY PLAN (WATER & WASTEWATER)
18	WATER DETAILS
19	WASTEWATER DETAILS
20	PAVING PLAN
21	FIRE PROTECTION PLAN
22	EARTHWORK CONSTRUCTION PLAN

REVIEWED FOR COMPLIANCE WITH COUNTY REQUIREMENTS:
APPROVED FOR ACCEPTANCE:

TRAVIS COUNTY TRANSPORTATION & NATURAL RESSOURCES — APPROVAL DATE

TRAVIS COUNTY DEVELOPMENT PERMIT NUMBER — APPROVAL DATE

TRAVIS COUNTY FIRE MARSHAL — APPROVAL DATE

LCRA — APPROVAL DATE

NO.	REVISION DESCRIPTION	REVIEWED BY:	APPROVAL OF REVISION	DATE

SITE DEVELOPMENT PERMIT PLANS

BOGGY FORD C-STORE



VICINITY MAP
SCALE 1"=2,000'

GENERAL NOTES

APPLICANT/OWNER MUST COORDINATE WITH UTILITY COMPANIES PRIOR TO CONSTRUCTION.
NO POND HAVE EMBANKMENT EQUALING OR EXCEEDING 6 FEET.
THIS SITE IS NOT OVER THE EDWARDS AQUIFER RECHARGE OR CONTRIBUTION ZONE.

SITE INFORMATION:

LEGAL DESCRIPTION: BOGGY FORD INVESTMENTS SUBDIVISION, LOT 1
PROPERTY: 440069
WATERSHED: COW CREEK - LAKE TRAVIS
ZONING: LAGO VISTA ETJ

PROJECT DESCRIPTION:

CONSTRUCTION OF A GAS STATION, A C-STORE AND A RENTABLE AREA, PARKING, AND DETENTION POND.

FLOODPLAIN INFORMATION:

THIS PROPERTY IS IN FEMA ZONE X AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 48453C0215J, EFFECTIVE DATE 01/22/2020.
ZONE X = AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

PRE-CONSTRUCTION NOTE:

SCHEDULE YOUR PROJECTS PRE-CONSTRUCTION MEETINGS THROUGH THE MYPERMITNOW.ORG ACCOUNT AFTER THE INITIAL 3RD PARTY SWP3 INSPECTION REPORT HAS BEEN UPLOADED AND ALL PERMITS AND NOTICES HAVE BEEN POSTED, THEN FOLLOW UP WITH EMAILS TO THE ENVIRONMENTAL INSPECTOR AT ENV-INPECTION@TRAVISCOUNTYTX.GOV AND THE ENGINEERING INSPECTOR, JOHNNY ANGLIN AT JOHNNY.ANGLIN@TRAVISCOUTNYTX.GOV

THE ENGINEER WHO PREPARED THESE PLANS IS RESPONSIBLE FOR THEIR ADEQUACY. IN APPROVING THESE PLANS, TRAVIS COUNTY MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

Ahmed El Seweify — January 23, 2025
AHMED EL SEWEIFY, P.E. — DATE

PROJECT:
BOGGY FORD
C-STORE

LOCATION:
19720 BOGGY FORD
LAGO VISTA, TX 78645

AES Engineering Consultant

project team

OWNER/DEVELOPER:
BOGGY FORD INVESTMENT LLC.
316 SOUTHERN CARINA DR.
ROUND ROCK, TX 78681
512-576-3544
Zain685@gmail.com

CIVIL / STRUCTURAL ENGINEER:
AES ENGINEERING CONSULTANT
2514 PRESERVE TRAIL
CEDAR PARK, TX 78613
FIRM REG. 22721
512-785-9034
CONTACT@AES-ENGS.COM

TOPOGRAPHIC SURVEY:
AES ENGINEERING CONSULTANT
2514 PRESERVE TRAIL
CEDAR PARK, TX 78613
FIRM REG. 22721

BOUNDARY SURVEY:
STEVEN W. WOMACK
10703 SERRA IAJS
AUSTIN, TX 78759
swrpls@gmail.com

GEOTECHNICAL ENGINEER:
TBD

Texas 811 — Know what's below. Call before you dig.

STATE OF TEXAS
AHMED EL SEWEIFY
141828
LICENSED PROFESSIONAL ENGINEER

Ahmed El Seweify

REVISION	DATE	ISSUE TITLE

DRAWING TITLE:
COVER SHEET

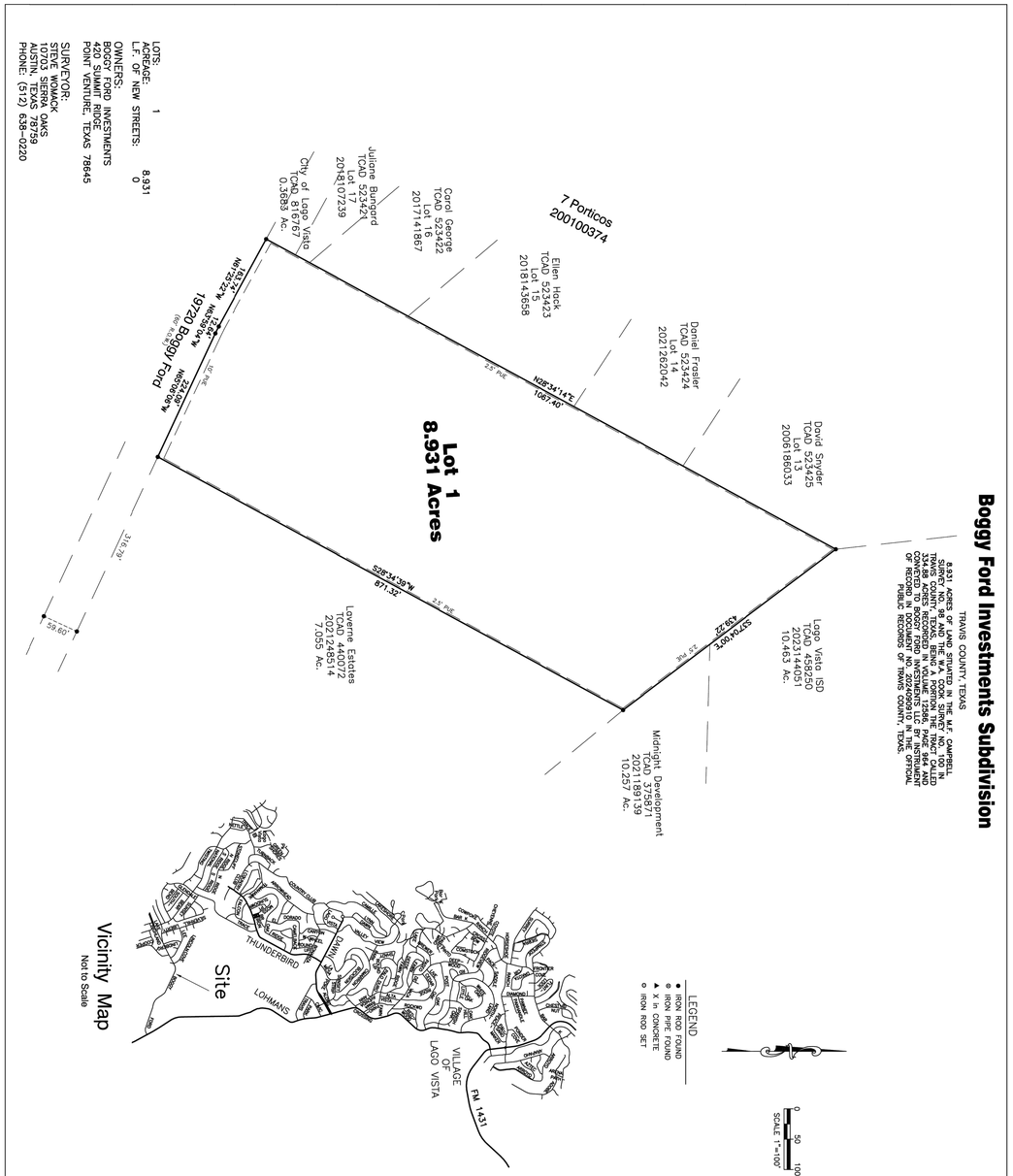
PROJECT NO:	DRAWN & CHECKED BY:
10-1074	ABS
DATE: 1/23/2025	SCALE: NTS

SHEET NUMBER:
1 of 22

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G:\My Drive\AES ENGINEERING\10-1074 BOGGY FORD PROJECT JEMMY\cad\10-1046 COVER SHEET.dwg

PLATTING IN PROGRESS



LOTS:	1
ACREAGE:	8.931
L.F. OF NEW STREETS:	0

OWNERS:
BOGGY FORD INVESTMENTS
316 SOUTHERN CARINA DR.
ROUND ROCK, TEXAS
POINT VENTURE, TEXAS 78645

SURVEYOR:
STEVE WOMACK
10703 SERRA WAKS
AUSTIN, TEXAS 78759
PHONE: (512) 638-0220

SCALE: 1" =100' DATE: 10/29/24	
FIELD BOOK:	
DRAWN BY: STAFF	
FILE NAME: 24-043 PLAT	
APPROVED BY: STAFF	
PROJECT NO: 24-043	

SHEET 2 OF 3

Boggy Ford Investments Subdivision

TRAVIS COUNTY, TEXAS

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

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED OWNERS DO HEREBY SUBDIVIDE 8.931 ACRES OF LAND SITUATED IN THE M.F. CAMPBELL SURVEY NO. 88 ABSTRACT NO. 245 TRAVIS COUNTY, TEXAS, BEING A PORTION THE TRACT CALLED 10.00 ACRES CONVEYED TO BOGGY FORD INVESTMENTS LLC BY INSTRUMENT OF RECORD IN DOCUMENT NO. 2024009310 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. BEING A PORTION OF THE TRACT CALLED 10.00 ACRES CONVEYED TO BOGGY FORD INVESTMENTS LLC BY INSTRUMENT OF RECORD IN DOCUMENT NO. 2024009310 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN ON THIS PLAT AND TEXAS LOCAL GOVERNMENT CODE 232, TO BE KNOWN AS "BOGGY FORD INVESTMENTS SUBDIVISION", SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON.

BOGGY FORD INVESTMENTS
316 SOUTHERN CARINA DR.
POINT VENTURE, TEXAS 78645

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL THIS THE _____ DAY OF _____, 20_____ A.D.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

NO PORTION OF THE SURVEY, AS SHOWN HEREON, LIES WITHIN THE LIMITS OF A FLOOD HAZARD AREA OR AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON FEMA FLOOD PANEL NO. 48453C0560K, EFFECTIVE DATE 1/22/20 FOR TRAVIS COUNTY, TEXAS.

THIS TRACT IS NOT IN THE EDWARDS AQUIFER RECHARGE ZONE.

I, STEVEN W. WOMACK, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION, IN ACCORDANCE WITH SECTION 212.0021, LOCAL GOVERNMENT CODE OF TEXAS, THAT THE FIELD NOTES SHOWN HEREON CLOSE AND THAT ALL EXISTING EASEMENTS OF RECORD ARE SHOWN ON THIS

STEVEN W. WOMACK
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5025 DATE

STATE OF TEXAS
STEVEN W. WOMACK
5025
REGISTERED
SURVEYOR

Water Usage Notes:

1. THE WATER SUPPLY FOR THIS SUBDIVISION WILL BE SERVED BY INDIVIDUALLY-OWNED GROUNDWATER WELLS. GROUNDWATER AND ITS QUALITY IS AVAILABLE AT ALL TIMES. INFORMATION ON THE AVAILABLE SUPPLY OF GROUNDWATER AND ITS QUALITY IS AVAILABLE TO PROSPECTIVE PURCHASERS OF WATER MAY OR MAY NOT BE READILY AVAILABLE AT ALL TIMES. INFORMATION ON THE AVAILABLE COUNTY GOVERNMENT COUNTY, TEXAS 482.204(c)(2)(D).

2. THE DRILLING OF MORE THAN ONE WELL O

3. A RAINWATER HARVESTING SYSTEM PROVIDI
PROVIDING STORAGE OF AT LEAST 2500 GALLONS OF
STRUCTURE IS ERECTED THERE. NOTIFICATION, DO
MUST BE MADE TO THE COUNTY HYDROGEOLOGIST.

4. FURTHER SUBDIVISION OF LOTS IS PROHIB
OF THE PLAT (482.214).

5. THE USE OF GROUNDWATER FROM A WELL
OTHER THAN A SINGLE FAMILY DWELLING FOR
EMERGENCY THE COUNTY DETERMINES TO BE TEMP

STANDARD PLAT NOTES

General Plat Notes:

1. This subdivision is wholly contained with the Jurisdict

2. All easements on private property shall be maintaine

3. In addition to the easement shown hereon, a ten (1
adjacent to all right-of-way and a two and a half (2.5
abutting and adjacent to all lots.

4. All utility lines must be located underground.

5. No driveway shall be constructed closer than 50' or
the ROW of an intersecting arterial street or 100' o

6. A Travis County Site Development Permit is required

7. Water is supplied by individual private wells.

8. Wastewater disposal is provided by individual OSSF

9. All existing or future easements on private property
assigns.

10. The Owner of this subdivision, and his/her successo
for the construction of subdivision improvements which
to the owner's sole expense if plans to construct this
requirements.

11. Construction must conform to the natural topography
cluster construction pursuant to the land development

12. Prior to construction on any lot in this subdivision,
review. Rainfall runoff shall be held to the amount, e
development permit.

13. Before beginning construction activities on a subdi
development permit (SWDP) and, when applicable, obtain and m
including erosion and sediment controls, for protection

14. Water and wastewater utility improvements, including
with this subdivision. The infrastructure required for th
responsibility of the developer and/or the owners of lo
development permits including building permits, site pla

15. No cut or fill on any lot may exceed eight feet, e

16. As depicted on the plat, the setback area identifie
maintenance by the owner of the lot. Failure to construct any required
remain free of construction, development, and other obstructions except when specifically approved in a
Travis County development permit.

17. Each lot in this subdivision shall utilize a minimum of one on-site parking space, in addition to any garage or carport. Each on-site parking area must be a minimum of four feet in width and have a minimum vertical clearance of seven feet above the ground) as a right-of-way accepted for maintenance by Travis County must comply with all standards and requirements in the Travis County Code.

Travis County On-Site Wastewater Program Plat Notes

1. No structure in this subdivision shall be occupied until connected to a public sewer system or a County On-Site Wastewater (OSSF) system that has been approved and licensed for operation by the Travis

2. This subdivision is subject to all the terms and conditions of Chapter 448, Travis County Code, Rules of Travis County, Texas for On-Site Sewage Facilities. These rules require, among other things, that a otherwise), modified, or repaired in the subdivision and that a license to operate be obtained from Travis County before an on-site sewage facility can be operated in the subdivision.

3. Each residential lot in this subdivision is restricted to no more than one single family dwelling per

4. These restrictions are enforceable by the Travis County On-Site Wastewater Program.

Brendon Couch, D.R. #3002324A5 Date
On-site Wastewater, Travis County TNR

A Travis County driveway permit will be required as part of the future development permit application.

Type I Driveway (One or Two Residences): Driveways shall be located no closer than 50 feet to the corner of right of way intersection.

GSSF approvals for this subdivision will be performed by Travis County.

STATE OF TEXAS
COUNTY OF TRAVIS

I, Dyana Limon-Mercado, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE PASSED AND APPROVED ON THE _____ DAY OF _____ A.D. THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, IN ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THIS _____ DAY OF _____, 20____ A.D.

Dyana Limon-Mercado, COUNTY CLERK, TRAVIS COUNTY, TEXAS

BY: _____
DEPUTY

In approving this plat, the Commissioners Court of Travis County, Texas, assumes no obligation to build the streets, roads, and other public thoroughfares shown on this plat or any bridges or culverts in connection therewith. The responsibility for making improvements to the streets, roads, and other public thoroughfares, bridges and culverts necessary to be constructed or placed in such streets, roads, or other public thoroughfares is not imposed on Travis County until the Commissioners Court accepts the same for maintenance. The owner of land covered by this plat in accordance with plans and specifications prescribed by the Commissioners Court of Travis County, Texas.

The Owner(s) of the Subdivision shall construct the Subdivision's street and drainage improvements (the "improvements") in accordance with the plans and specifications that comply with the Travis County Standards and to post the fiscal security to secure such construction in a form approved by the County. The estimated cost of the improvements, the Owner(s)' obligation to construct the improvements to County Standards and to post the fiscal security to secure such construction is a continuing obligation binding on the Owner(s) and his successors and assigns until the improvements have been accepted for maintenance by the County, or the private improvements have been constructed and are performing to County Standards.

The failure of this plat, by the Commissioners Court for filing of the subsequent acceptance for maintenance by Travis County, Texas, of roads and streets in the subdivision does not obligate the County to install street name signs or erect traffic control signs, such as speed limit, stop signs, and yield signs, which is considered to be a part of the developer's construction.

STATE OF TEXAS
COUNTY OF TRAVIS

I, Dyana Limon-Mercado, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20_____ A.D. AT _____ O'CLOCK ___M., DULY RECORDED ON THE _____ DAY OF _____, 20_____ A.D. AT _____ O'CLOCK ___M., IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, AND STATE IN DOCUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS _____ DAY OF _____, 20_____ A.D.

Dyana Limon-Mercado
TRAVIS COUNTY, TEXAS COUNTY CLERK

BY: _____
DEPUTY

SCALE: 1" =100' DATE: 10/29/24	
FIELD BOOK:	
DRAWN BY: STAFF	
FILE NAME: 24-043 PLAT	
APPROVED BY: STAFF	
PROJECT NO: 24-043	

SHEET 3 OF 3

Boggy Ford Investments Subdivision

TRAVIS COUNTY, TEXAS

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

1074

PROJECT:

BOGGY FORD
C-STORE

LOCATION:

19720 BOGGY FORD
LAGO VISTA, TX 78645

AES Engineering Consultant

project team

OWNER/DEVELOPER:
BOGGY FORD INVESTMENT LLC.
316 SOUTHERN CARINA DR.
ROUND ROCK, TX 78681
512-576-3544
Zain685@gmail.com

CIVIL / STRUCTURAL ENGINEER:
AES ENGINEERING CONSULTANT
2514 PRESERVE TRAIL
CEDAR PARK, TX 78613
FIRM REG. 22721
512-785-9034
CONTACT@AES-ENGS.COM

TOPOGRAPHIC SURVEY:
AES ENGINEERING CONSULTANT
2514 PRESERVE TRAIL
CEDAR PARK, TX 78613
FIRM REG. 22721

BOUNDARY SURVEY:
STEVEN W. WOMACK
10703 SERRA IAJS
AUSTIN, TX 78759
swrpls@gmail.com

GEOTECHNICAL ENGINEER:
TBD

Texas 811
Know what's below.
Call before you dig.

STATE OF TEXAS
AHMED EL SEWIEFY
141828
LICENSED
PROFESSIONAL ENGINEER

REVISION	DATE	ISSUE TITLE

DRAWING TITLE:

PLAT

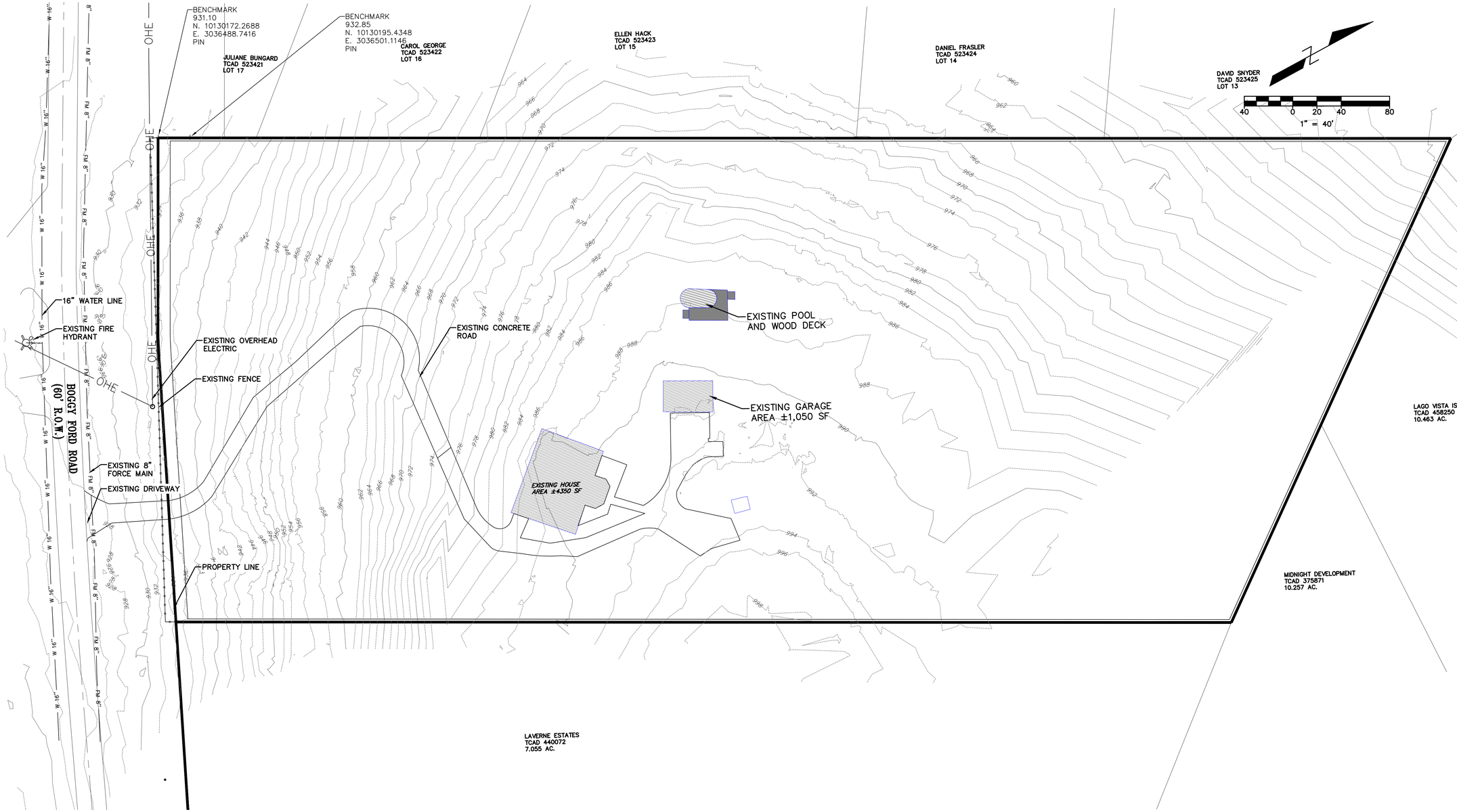
PROJECT NO: 10-1074	DRAWN & CHECKED BY: AES
DATE: 1/23/2025	SCALE: NTS

SHEET NUMBER:

2 of 22

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EXISTING CONDITION NOTES:

1. EXISTING CONDITIONS SHOWN ARE BASED ON AVAILABLE INFORMATION, INCLUDING SURVEY DATA, FINAL PLATS AND RECORD DRAWINGS, CONTRACTOR SHALL VERIFY LOCATION OF ALL IMPROVEMENTS AND GRADES IN THE FIELD. NOTIFY ENGINEER IN THE EVENT OF DISCREPANCY BETWEEN THIS PLAN AND ACTUAL CONDITIONS.
2. UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND BASED ON AVAILABLE RECORD DRAWINGS, CONTRACTOR SHALL VERIFY LOCATIONS PRIOR TO CONSTRUCTION.

DEMOLITION NOTES:

1. ALL EXISTING CONCRETE AND ASPHALT IMPROVEMENTS TO BE REMOVED FROM SITE AS SHOWN. CONTRACTOR SHALL DISPOSE OF CONCRETE, ASPHALT, AND OTHER CONSTRUCTION DEBRIS AT AN APPROVED OFF-SITE FACILITY.
2. A PRE-CONSTRUCTION MEETING WITH THE ENVIRONMENTAL INSPECTOR IS REQUIRED PRIOR TO ANY SITE DISTURBANCE.
3. ANY HAZARDOUS OR ENVIRONMENTALLY HARMFUL MATERIALS SHALL BE REMOVED AND DISPOSED BY PROPERLY LICENSED CONTRACTORS AND IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL LAWS.
4. CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE REQUIRED PERMITS FOR DEMOLITION FROM THE PROPER AUTHORITIES.
5. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL GUIDELINES.
6. A PRECONSTRUCTION MEETING WITH THE ENVIRONMENTAL INSPECTOR IS REQUIRED PRIOR TO ANY SITE DISTURBANCE.

LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- LIGHT POLE
- UTILITY POLE
- DOWN GUY
- FIRE HYDRANT
- WATER VALVE
- ELECTRIC BOX
- WATER METER
- CATV RISER
- AT&T JUNCTION BOX
- FIBER OPTIC MARKER
- OE — OVERHEAD ELECTRIC LINE
- WWMH — WASTEWATER MANHOLE
- SSMH — STORM SEWER MANHOLE
- LIMITS OF CONSTRUCTION

PROJECT:

BOGGY FORD C-STORE

LOCATION:

19720 BOGGY FORD
LAGO VISTA, TX 78645

AES Engineering Consultant

project team

OWNER/DEVELOPER:
BOGGY FORD INVESTMENT LLC.
316 SOUTHERN CARINA DR.
ROUND ROCK, TX 78681
512-576-3544
Zain685@gmail.com

CIVIL / STRUCTURAL ENGINEER:
AES ENGINEERING CONSULTANT
2514 PRESERVE TRAIL
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FIRM REG. 22721
512-785-9034
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TOPOGRAPHIC SURVEY:
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FIRM REG. 22721

BOUNDARY SURVEY:
STEVEN W. WOMACK
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AUSTIN, TX 78759
swrpls@gmail.com

GEOTECHNICAL ENGINEER:
TBD

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STATE OF TEXAS
AHMED EL SEWEIFY
141828
LICENSED PROFESSIONAL ENGINEER

REVISION	DATE	ISSUE TITLE

DRAWING TITLE:

EXISTING CONDITIONS

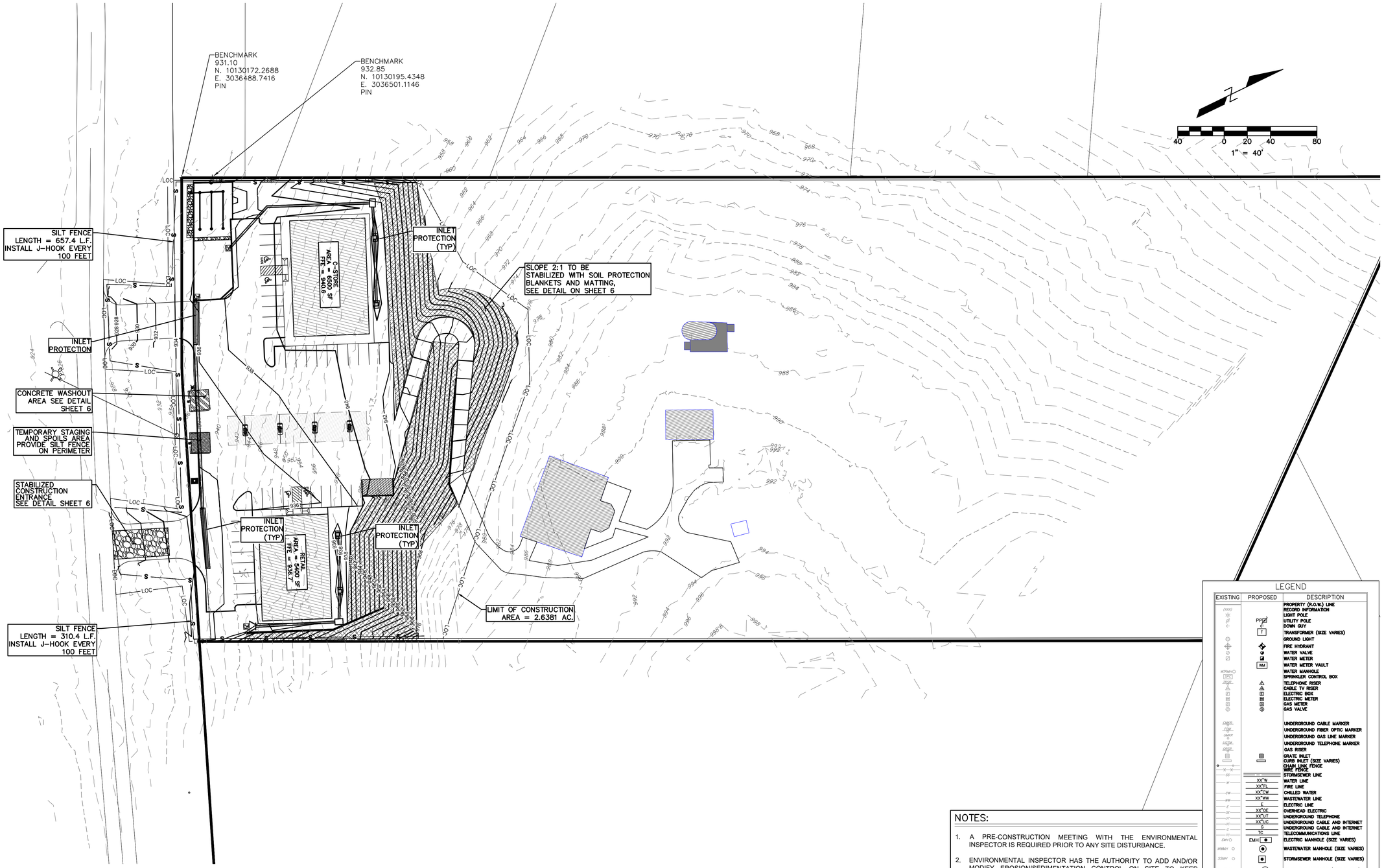
PROJECT NO:	DRAWN & CHECKED BY:
10-1074	ABS
DATE: 1/23/2025	SCALE: 1":40'

SHEET NUMBER:

4 of 22

DRAWING PATH - G:\MY DRIVE\AES ENGINEERING\10-1074 BOGGY FORD PROJECT JEMMY\CAD\10-1048 EXISTING CONDITIONS.DWG

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LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY (R.O.W.) LINE
		RECORD INFORMATION
		LIGHT POLE
	PP	UTILITY POLE
	T	TRANSFORMER (SIZE VARIES)
		GROUND LIGHT
		FIRE HYDRANT
		WATER VALVE
		WATER METER
	WM	WATER METER VAULT
		WATER MANHOLE
		SPRINKLER CONTROL BOX
		TELEPHONE RISER
		CABLE TV RISER
		ELECTRIC BOX
		ELECTRIC METER
		GAS METER
		GAS VALVE
		UNDERGROUND CABLE MARKER
		UNDERGROUND FIBER OPTIC MARKER
		UNDERGROUND GAS LINE MARKER
		UNDERGROUND TELEPHONE MARKER
		GAS RISER
		GRATE INLET
		CURB INLET (SIZE VARIES)
		CHAIN LINK FENCE
		WIRE FENCE
	XX"W	STORMSEWER LINE
	XX"W	WATER LINE
	XX"FL	FIRE LINE
	XX"CW	CHILLED WATER
	XX"WW	WASTEWATER LINE
	E	ELECTRIC LINE
	XX"OE	OVERHEAD ELECTRIC
	XX"UT	UNDERGROUND TELEPHONE
	XX"UC	UNDERGROUND CABLE AND INTERNET
	G	UNDERGROUND CABLE AND INTERNET
	TC	TELECOMMUNICATIONS LINE
	EMH	ELECTRIC MANHOLE (SIZE VARIES)
		WASTEWATER MANHOLE (SIZE VARIES)
		STORMSEWER MANHOLE (SIZE VARIES)
	TMH	TELEPHONE MANHOLE (SIZE VARIES)
	CO	WASTEWATER CLEANOUT
		CURB & GUTTER
		VERTICAL CURB
		EDGE OF PAVEMENT
		IMPERVIOUS WALKWAYS
		WALL
	WL	WATER LINE
	WW	WASTEWATER LINE
	FFE	FINISH FLOOR ELEVATION
678	500	CONTOUR
		SILT FENCE
		LIMITS OF CONSTRUCTION
		LIMITS OF CONSTRUCTION & SILT FENCE
		INLET PROTECTION
		STABILIZED CONSTRUCTION ENTRANCE
		ROCK RIPRAP

NOTES:

1. A PRE-CONSTRUCTION MEETING WITH THE ENVIRONMENTAL INSPECTOR IS REQUIRED PRIOR TO ANY SITE DISTURBANCE.
2. ENVIRONMENTAL INSPECTOR HAS THE AUTHORITY TO ADD AND/OR MODIFY EROSION/SEDIMENTATION CONTROL ON SITE TO KEEP PROJECT IN-COMPLIANCE WITH THE CITY OF AUSTIN RULES AND REGULATIONS.
3. IF DISTURBED AREA IS NOT TO BE WORKED ON FOR MORE THAN 14 DAYS, DISTURBED AREA NEEDS TO BE STABILIZED BY RE-VEGETATION MULCH, TARP OR RE-VEGETATION MATING.
4. CONTRACTOR SHALL UTILIZE DUST CONTROL MEASURES DURING SITE CONSTRUCTION SUCH AS IRRIGATION TRUCKS AND MULCHING, OR AS DIRECTED BY THE ENVIRONMENTAL INSPECTOR.
5. CONTRACTOR SHALL CLEAN UP SPOILS THAT MIGRATE ONTO THE ROADS A MINIMUM OF ONCE DAILY.
6. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR REMOVING ANY SEDIMENT TRANSPORTED FROM THE LIMITS OF CONSTRUCTION TO THE DETENTION & WATER QUALITY PONDS.

PROJECT:

BOGGY FORD C-STORE

LOCATION:

19720 BOGGY FORD
LAGO VISTA, TX 78645

AES Engineering Consultant

project team

OWNER/DEVELOPER:
BOGGY FORD INVESTMENT LLC.
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GEOTECHNICAL ENGINEER:
TBD

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STATE OF TEXAS
AHMED EL SEWEIFY
141828
LICENSED PROFESSIONAL ENGINEER

REVISION	DATE	ISSUE TITLE

DRAWING TITLE:

EROSION & SEDIMENTATION CONTROL

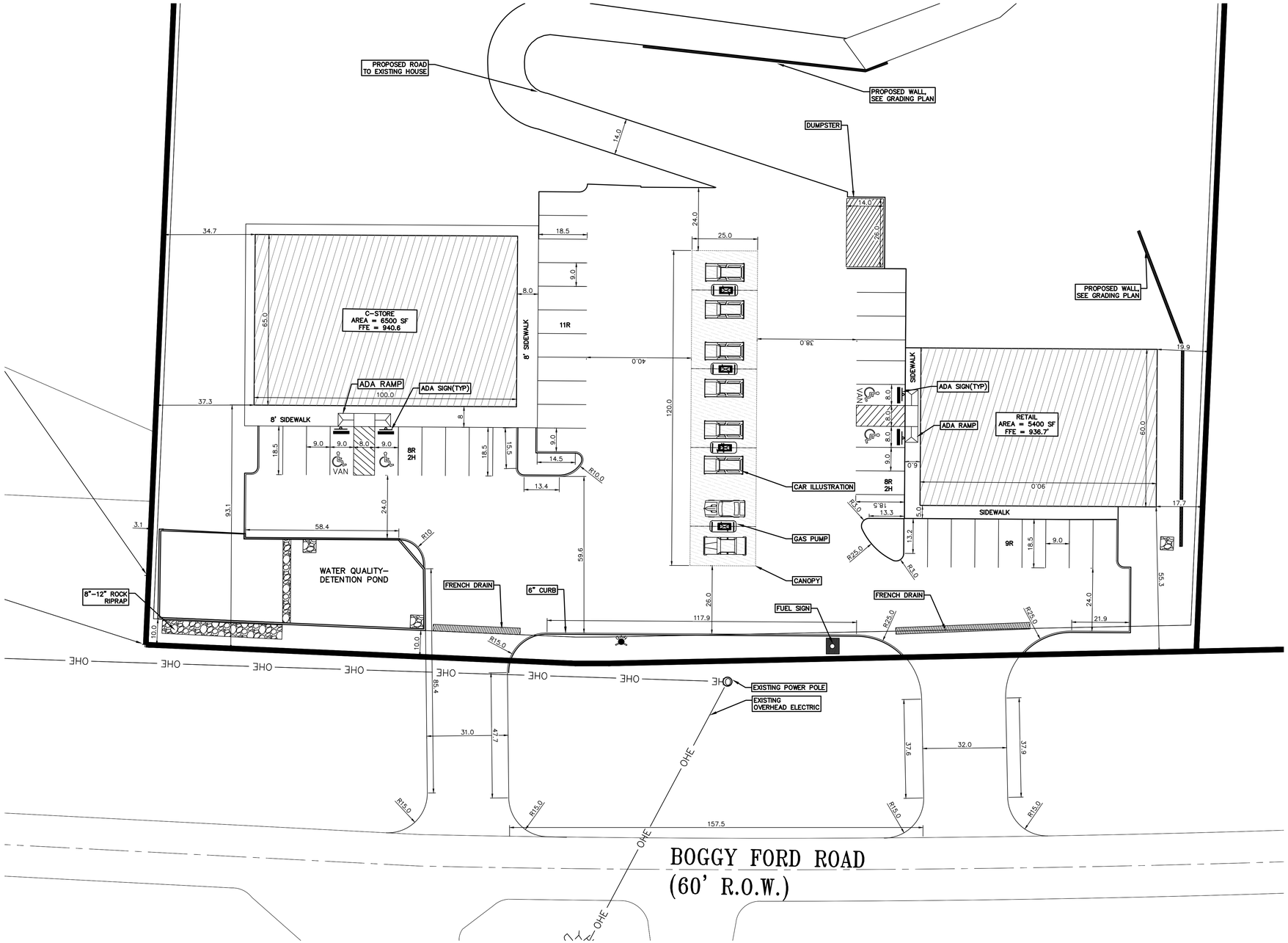
PROJECT NO:	DRAWN & CHECKED BY:
10-1074	AES
DATE:	SCALE:
1/23/2025	1:40

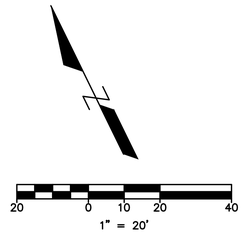
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5 of 22

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ADA

ADA COMPLIANCE

1. ALL INTERIOR AND EXTERIOR ADA DESIGN AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL CURRENT ADA GUIDELINES AND COMPLIANCE OF SAME SHALL BE THE SOLE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR AND PROJECT ARCHITECT. CONTRACTOR SHALL REVIEW PLANS AND NOTIFY PROJECT ARCHITECT/ENGINEER WITH ANY MODIFICATIONS REQUIRED FOR SUBSTANTIAL COMPLIANCE.
2. APPROVAL OF THESE PLANS BY TRAVIS COUNTY INDICATES COMPLIANCE WITH APPLICABLE COUNTY REGULATION ONLY. COMPLIANCE WITH ACCESSIBILITY STANDARDS WAS NOT VERIFIED. THE APPLICANT IS RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE ACCESSIBILITY STANDARDS.
3. SLOPES ON ACCESSIBLE ROUTE MAY NOT EXCEED 1:20 UNLESS DESIGNED AS A RAMP. [ANSI 403.3]
4. ACCESSIBLE ROUTES MUST HAVE A CROSS-SLOPE NO GREATER THAN 1:50. [ANSI 403.3]

GENERAL NOTES:

1. PAVERS MAY BE USED ON THE ADA ROUTE WITH THE FOLLOWING CONDITIONS:
   - JOINTS BETWEEN PAVERS ½" MAXIMUM
   - VERTICAL DIFFERENCES BETWEEN PAVERS ¼" MAXIMUM
   - RUNNING SLOPE (IN THE DIRECTION OF TRAVEL) 1:20 (5%) MAXIMUM
   - CROSS SLOPE (PERPENDICULAR TO THE DIRECTION OF TRAVEL) ¼" PER FOOT (2%) MAXIMUM.
   - REFERENCE ARCHITECTURAL PLANS FOR BUILDING LAYOUT.

SIGNS

SIGNS AND OUTDOOR ADVERTISING DISPLAY

1. NO SIGNAGE IS PERMITTED WITH THIS PLAN SET, SEPARATE PERMIT REQUIRED.

FIRE PROTECTION

FIRE LANE NOTES

1. ALL BUILDINGS OF THIS PROJECT ARE WITHIN 300' OF THE PRIMARY FIRE HYDRANT AND 500' OF THE SECONDARY FIRE HYDRANT, AND 150' FROM A FIRE LANE OR PUBLIC STREET.
2. THE 25' FIRE LANE SHOWN HEREON SHALL BE MARKED PER DETAIL ON SHEET 9
3. FIRE LANES SHALL BE CONSTRUCTED TO ADEQUATELY TOLERATE DEMANDS OF THE HEAVYWEIGHT VEHICLES PROVIDING FIRE PROTECTION SERVICES.

PARKING SUMMARY TABLE:

PROVIDED PARKING TABLE	
REGULAR PARKING	36
ADA PARKING	4
TOTAL	40

TOTAL IMPERVIOUS COVER			
	SQ.FT	ACRE	%
GRASS	330,259	7.582	
EXISTING HOUSE	5,900	0.135	
BUILDING	11,900	0.273	
CONCRETE	40,975	0.941	
TOTAL	389,034	8.931	
TOTAL IMPERVIOUS COVER			15.11%

LEGEND

EXISTING	PROPOSED	DESCRIPTION
(XXX)		PROPERTY LINE/ (R.O.W.) LINE RECORD INFORMATION
		LIGHT POLE
		GROUND LIGHT
		POWER POLE
		DOWN GUY
	T	TRANSFORMER (SIZE VARIES)
		FIRE HYDRANT
		WATER VALVE
		WATER METER
		WATER METER VAULT (SIZE VARIES)
		CABLE TV RISER
		ELECTRIC BOX
		ELECTRIC METER
		GRATE INLET
		CURB INLET (SIZE VARIES)
		OVERHEAD ELECTRIC
EMH		ELECTRIC MANHOLE (SIZE VARIES)
WWMH		WASTEWATER MANHOLE (SIZE VARIES)
SSMH		STORMSEWER MANHOLE (SIZE VARIES)
TMH	TMH	TELEPHONE MANHOLE (SIZE VARIES)
CO	CO	WASTEWATER CLEANOUT
		CURB & GUTTER
		EDGE OF PAVEMENT
		FIRE LANE DESIGNATION
		HANDICAP ACCESS ROUTE
		CONCRETE SIDEWALKS
		SIGN
	FFE	WHEELSTOP
23	R 9.0'	FINISH FLOOR ELEVATION
23	HC 9.0'	PARKING COUNT (REGULAR SPACES)
HC		PARKING COUNT (HANDICAP SPACES)
		HANDICAP SPACE
	LOC	LIMITS OF CONSTRUCTION

PROJECT:

BOGGY FORD C-STORE

LOCATION:

19720 BOGGY FORD
LAGO VISTA, TX 78645

AES Engineering Consultant

project team

OWNER/DEVELOPER:
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GEOTECHNICAL ENGINEER:
TBD

Texas 811
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STATE OF TEXAS
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141828
LICENSED PROFESSIONAL ENGINEER

REVISION	DATE	ISSUE TITLE

DRAWING TITLE:

SITE PLAN AND DIMENSIONS

PROJECT NO:	DRAWN & CHECKED BY:
10-1074	AES
DATE:	SCALE:
1/23/2025	1:20

SHEET NUMBER:

8 of 22

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DRAWING PATH - G:\MY DRIVE\AES ENGINEERING\10-1074 BOGGY FORD PROJECT JEMMY\CAD\10-1074 SITE PLAN AND DIMENSIONS.DWG

1077

AGENDA ITEM NO. 19

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2025

SUBMITTED BY: Councilor Roberts, City Council

SUBJECT:

Discussion, consideration and possible action on directing the Airport Advisory Committee to evaluate grant funding opportunities for Rusty Allen Airport

BACKGROUND:

Several federal grant programs are available to support infrastructure improvements at Rusty Allen Airport. The City must evaluate current opportunities and deadlines to determine eligibility and funding potential. Key programs include:

- **Supplemental Discretionary Grants:** The FAA has announced approximately $559 million in competitive supplemental discretionary grants for FY 2025. **Applications are accepted on a rolling basis, with deadlines subject to FAA review and approval.**
- **Future Airport Improvement Program (AIP) Funding:** The **December 31, 2024,** deadline for environmental documentation submission for FY 2025 has passed. **The Notification of Intent deadline for FY 2026 is expected to be in early 2026, with final grant applications due by April 2026.** Planning should begin immediately to ensure compliance.
- **Other Bipartisan Infrastructure Law (BIL) Airport Grants:** Funding remains available for infrastructure and safety improvements, with **application deadlines varying by grant cycle.** Rolling deadlines are set based on FAA appropriations and announcements.

The Airport Advisory Committee should assess these programs, determine eligibility, and provide recommendations to the City Council for potential applications.

FINDINGS: Rusty Allen Airport is a vital asset for the Lago Vista community. To maximize available funding opportunities, early planning and coordination with the FAA and grant administrators are necessary. The Airport Advisory Committee is well-positioned to conduct this assessment and provide guidance to the City Council.

FINANCIAL IMPACT: No immediate financial impact. Future grant awards could reduce the City's direct infrastructure costs.

ATTACHMENTS:
Airport Advisory Attachment.pdf

FAA Grant Program Information – February 2025

1. Supplemental Discretionary Grants

- **Funding Available:** $559 million (FY 2025)
- **Purpose:** Provides competitive funding for airport infrastructure projects, including safety improvements, capacity expansion, and environmental sustainability.
- **Application Process:** Applications must be submitted through the FAA Airports Division and undergo a competitive selection process.
- **Deadline:** Rolling, based on FAA review and approval.
- **More Information:** FAA Supplemental Discretionary Grants

2. Future Airport Improvement Program (AIP) Funding

- **FY 2025:** The environmental documentation deadline for this cycle passed on **December 31, 2024**.
- **FY 2026 Planning:** To ensure eligibility, the City should begin preparing required environmental assessments and project proposals in early 2025.
- **Eligible Projects:** Runway and taxiway construction, safety enhancements, lighting improvements, and infrastructure upgrades.
- **Next Steps:** Coordinate with FAA's Airports District Office for early project planning and documentation.
- **More Information:** FAA Airport Improvement Program (AIP)

3. Bipartisan Infrastructure Law (BIL) Airport Grants

- **Funding Availability:** Rolling funding under the BIL, with a focus on infrastructure modernization, sustainability, and safety improvements.
- **Eligible Projects:** Terminal upgrades, airfield improvements, and advanced technology implementation.
- **Next Steps:** Monitor FAA funding announcements and prepare proposals for upcoming cycles.
- **More Information:** FAA Bipartisan Infrastructure Law (BIL) Grants

Recommended Actions for Rusty Allen Airport

1. **Engage with FAA Advisors** – Schedule meetings with FAA representatives to assess eligibility and receive guidance on upcoming opportunities.
2. **Initiate Environmental Documentation for FY 2026 AIP** – Early compliance with FAA requirements will position the City for future funding.

3. **Assess Infrastructure Needs** – Identify and prioritize projects that align with available funding sources.
4. **Monitor FAA Funding Updates** – Stay informed on new funding cycles and application requirements through FAA resources.

For further details and application requirements, visit the **FAA Grants and Funding Hub**: FAA Grants & Funding

AGENDA ITEM NO. 20

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2025

SUBMITTED BY: Taylor Whichard, City Manager

SUBJECT:

Discussion, consideration and possible action on authorizing the City Manager to enter into an agreement with Freese & Nichols, Inc. for engineering services related to the design and bidding process for the Phase 1 Lift Station Repairs in an amount of $184,770.

BACKGROUND:

In July 2022, the City of Lago Vista contracted Freese & Nichols, Inc. (FNI) to perform condition assessments of all City lift stations as part of the Wastewater Master Plan preparation. These assessments identified various improvements needed to ensure the reliability and efficiency of the City's wastewater infrastructure. The findings and recommended improvements have been incorporated into the 2024 Wastewater Master Plan.

The first phase of lift station improvements includes repairs and upgrades to the following six (6) lift stations:

- **Bar K Lift Station** – Wet well top slab installation, hatch improvements, discharge piping replacement, and fence/gate replacement.
- **Lower Boone Lift Station** – Pump connection replacement, sanitary sewer vent installation, and new wet well aerator.
- **Macarthur Lift Station** – Replacement of check valve, gate valve, backflow preventer, and discharge piping.
- **Santa Carlo Lift Station** – Hatch and top slab improvements, asphalt repair, and replacement of key

valves.

- **The Inn Lift Station** – New motor controller, generator, transfer switch, electrical upgrades, and new sanitary sewer vent.
- **Turner Lift Station** – MCC replacement, re-routing of force/gravity mains, wet well coating, guide rail replacement, and electrical improvements.

The total amount budgeted this Fiscal Year for this project is $999,999.00 which does include engineering services.

FINDINGS:

The scope of services includes project management, topographic surveys, civil design, bid phase assistance, and construction phase support.

Engineering design services will ensure all improvements align with City standards and regulatory requirements.

The agreement will enable FNI to prepare bid documents and assist in selecting a qualified contractor.

The City has a standing on-call contract with Freese & Nichols for design services so this item did not need to go through the RFQ process.

FINANCIAL IMPACT: $184,770 will be expended from GL# 30-584-9000 - Lift Station Improvements. Total amount budgeted for this Fiscal Year is $999,999.

RECOMMENDATION: Approve

ATTACHMENTS:
2025-03-06 _ FNI _ Lift Station _ Scope of Services.pdf
Lago Vista Lift Stations Fee Spreadsheet_REV2 - update 02-2025.pdf

ATTACHMENT – A

CITY OF LAGO VISTA
PHASE 1 LIFT STATION REPAIRS
ENGINEERING SERVICES – DESIGN, PERMITTING, BIDDING AND CONSTRUCTION PHASE SERVICES

SCOPE OF SERVICES

PROJECT BACKGROUND

The City of Lago Vista's (City's) contracted Freese and Nichols (FNI) to perform condition assessments of their lift stations as part of their Wastewater Master Plan preparation. These assessments were performed in July of 2022. Following up on these condition assessments, FNI coordinated with the City to prepare recommended condition improvements at all lift stations in the City's system. These improvements will be documented in the 2024 Wastewater Master Plan.

The City has requested that FNI assist with design, bid and construction phase services for the first phase of lift station improvements which includes improvements to the Bar K, Lower Boone, Macarther, Santa Carlo, The Inn and Turner Lift Stations. The following improvements were identified in preparation of the 2024 Wastewater Master Plan and will be included in this design. Any improvements in addition to those below will be an additional service and will require amendment to this contract.

1. Bar K Lift Station – installation of new wet well top slab, wet well access hatch improvements, discharge piping replacement (40 feet), fence and gate replacement
2. Lower Boone Lift Station – replace existing pump connections to discharge pipes, new sanitary sewer vent and new wet well aerator
3. Macarther Lift Station – replacement of check valve, gate valve, backflow preventer and discharge piping
4. Santa Carlo Lift Station – improvements to wet well access hatch and top slab support beam, asphalt repair, replacement of check valve, gate valve, air release valve, and installation of new sanitary sewer vent
5. The Inn Lift Station – new motor controller, generator, automatic transfer switch, miscellaneous electrical (grounding, lights, receptacles), cable and conduit, electrical pullboxes, instrumentation (floats) and new sanitary sewer vent
6. Turner Lift Station - replacement of MCC, miscellaneous electrical improvements (grounding, lights, receptacles), replacement of cable and conduit, re-routing of incoming force main (25 feet) and gravity main (20 feet), wet well access hatch improvements, pump guide rail replacement, wet well coating and coating repairs, replacement of check valve and replacement of gate valve

FNI shall render the following professional services in connection with the development of the Project:

BASIC SERVICES:

TASK 1. PROJECT MANAGEMENT AND COORDINATION

Project management activities will include coordination with the City's Public Works department, coordination with sub consultants, and FNI sub-discipline groups. The task will include meetings, implementation of quality control plan and tracking project budget, schedule, and progress.

1. Meetings will include:
   i. Project Kickoff with the City staff and key discipline leaders.
   ii. Coordination meetings between FNI's interdisciplinary team and sub consultants.
   iii. Submittal review meetings: After submission of each design submittal (30%, and 90%), a review meeting will be held to discuss the submittal package, review comments from the City staff and a potential resolution path for the comments. The comments will be recorded into a log, and responses will be provided for concurrence to the City.

2. Provide document control and coordination with the City throughout the life of the project. Provide written project status reports with monthly invoices, one per month throughout the duration of the project.

3. Implement Quality Control and Quality Assurance Plan on the design submittals. The plan will include detail checks on calculations, analysis and deliverables by peers and Independent technical review of the deliverables.

4. Constructability reviews (30%, and 90% stages)

TASK 2. TOPOGRAPHIC SURVEYS:

Surveys will be conducted by Cuplin & Associates at each lift station site. The complete scope is included in **ATTACHMENT B**. The scope will include:

TASK 3. GEOTECHNICAL DESIGN

This scope of services assumes that no geotechnical investigation is required given the nature of the improvements. Any geotechnical investigation will be an additional service.

TASK 4. CIVIL DESIGN

The following activities will be performed as part of the Civil design task:

1. Perform maximum two (2) site visits to obtain project information and photographs.

2. Prepare Preliminary Design Memo summarizing all project improvements including preliminary opinion of probable construction cost (OPCC).

3. Attend one (1) coordination meeting with City staff to verify project improvements and provide approved manufacturers.

4. Coordinate with equipment manufacturers as required.

5. Prepare 90% design plans, specifications and OPCC for City review.

6. Attend one (1) 90% review meeting with the City to discuss any City comments.

7. Prepare Issued for Bid design plans and specifications.

TASK 5. BID PHASE SERVICES

Upon completion of the design services and approval of IFB Construction Contract Documents by the City, FNI shall provide professional services in this phase as follows:

1. Assist City in conducting a pre-bid conference for the construction project and coordinate responses with City. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend a tour of the project site after the pre-bid conference.

2. Assist City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.

3. At City's request, FNI will assist the City in the opening, tabulating, and analyzing the bids received. Review the qualification information provided and evaluate, based on the information available, the contractor's qualifications to construct the project. Perform a ranking evaluation and develop a recommendation for the award of the contract.

4. Provide Issue of Construction (IFC) contract documents, including incorporation of addenda. Furnish the City, one (1) electronic copy (.pdf format) of contract documents for execution.

TASK 6. CONSTRUCTION PHASE SERVICES

Upon completion of the bid phase services and selection of contractor, FNI will proceed with the performance of construction phase general representation services as described below. The overall construction schedule for the project is assumed to be twelve (12) months (given long lead times for some equipment) but the total active months of construction is assumed to be six (6) months. If the project construction duration extends beyond this assumed duration, additional budget will be required.

In performing these services, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or

any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

1. Assist the City in conducting pre-construction conference with the Contractor and review construction schedules prepared by the Contractor pursuant to the requirements of the construction contract.

2. Assist the City in twelve (12) monthly progress meetings with the Contractor. It is anticipated that two (2) meetings will be held in person and the rest will be virtual.

3. Visit the site two (2) times and prepare up to two (2) project site observation reports of construction progress. Reports will describe construction progress in general terms, descriptive narrative of progress identified to date, contract and/or design deviations noted, and site photographs.

4. Notify the City of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.

5. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Review contractor's requests for information (RFI's) (up to 8) and submittals (up to 15) including modification requests, shop drawings, schedules, and other RFI's and submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.

6. Coordinate with the City regarding its testing laboratories required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by the City and is not included in the services to be performed by FNI.

7. Interpret the drawings and specifications for the City and Contractor. Issue clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents.

8. Prepare change order documentation for the City approved changes for execution by the City. Investigations, analyses, studies, or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the Contractor and approved by the City are an additional service. Substitutions of materials or equipment or design modifications requested by the City or requested by the Contractor are an additional service.

9. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make

recommendations to the City on the merit and value of the claim on the basis of information submitted by the Contractor or available in project documentation. Providing these services to review or evaluate construction contractor claim(s), supported by causes not within the control of FNI, are an additional service.

10. Conduct, in company with the City, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment.

11. Revise the construction drawings in accordance with the information furnished by construction Contractor reflecting changes in the Project made during construction. Furnish the City two (2) sets of printed copies and one (1) electronic copy (*.pdf and *.dwg format) of "Record Drawings."

TIME OF COMPLETION:

FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule based on 2 weeks review time by the City:

Preliminary Design Submittal	10 weeks after NTP
City Review and Comments	2 Weeks after Preliminary Design Submittal
90% Design Submittal	14 weeks after receipt of 40% comments from the City
City Review and Comments	2 Weeks after 90% Design Submittal
IFB Design Submittal	4 weeks after receipt of 90% comments from the City
Bid Phase	Assumed 8-week duration
IFC Design Documents Submittal	2 weeks after contract award
Construction Phase	Estimated 12-month duration

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may result in an adjustment to compensation upon written approval by the City.

RESPONSIBILITIES OF THE CITY:

City shall perform the following in a timely manner so as not to delay the services of FNI:

A. Designate in writing a person to act as the City's representative with respect to the services to be rendered under this Agreement. Such a person shall have contract authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to FNI's services for the Project.

B. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the drawings and specifications.

C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

E. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as the City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.

F. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor, such auditing service as the City may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as the City may require to ascertain that the Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

H. Give prompt written notice to FNI whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services.

I. Furnish, or direct FNI to provide, Additional Services as required.

J. Bear all costs incident to compliance with the requirements this section.

K. Provide construction oversite, management, and inspection services for the complete installation of the project to ensure the Contractor completes the construction of the project in accordance with the design of the project.

Lago Vista Phase 1 Lift Station Repairs
2/10/2025
Detailed Cost Breakdown

Project Fee Summary		
Basic Services	$	184,770
Special Services	$	-
Total Project	$	184,770

Tasks				Labor											
BST Task (for Project Setup)	**Basic or Special**	**Task**	**Task Description**	Anne Hoskins	Cristian Ortuno Reintsch	Elena Lopez	Charles Kucherka	Robert Harrison	Argali Moctezuma	Rebecca Sandoval	Jeff Hensley	Janet Frantz	Marissa Mendoza	**Total Hours**	**Total Labor Effort**
				$278	$162	$144	$278	$243	$180	$243	$278	$179	$172		
			Project Management												$ -
			Internal kickoff meeting	1	1	1		1	1					5	$ 1,047
			External kickoff meeting	1	2			1	1					5	$ 1,066
			Periodic internal meetings	6	6			6	6					24	$ 5,385
			Maintain and monitor scope / schedule / budget	38				2						40	$ 11,492
			One Page Reports / Periodic client communications	24										24	$ 6,939
			Corporate Support (Operations Analyst, Accounting Sp										10	10	$ 1,789
															$ -
			Preliminary Design												$ -
			Prepare Preliminary Design Memo Summarizing Impr	1	8			3	12					24	$ 4,642
			Site Visit to all facilities (electrical only)					6	6					12	$ 2,640
															$ -
			Survey		2									2	$ 337
															$ -
			Final Design												$ -
			Prepare 90% Design Documents	8	53	108	6	12	50	6	2	24		269	$ 48,106
			Prepare 90% Specifications	2	12			6	30	6	2			58	$ 11,827
			Prepare IFB Design Documents	8	13		6	8	30	4	2	16		87	$ 18,443
			Prepare IFB Specifications	1	6			4	24	4	2			41	$ 8,393
															$ -
			Bid Phase												$ -
			Pre-Bid Meeting		2			1	1					4	$ 808
			Answer Bidders Questions	1	3			1	2	1				8	$ 1,741
			Issue Addendum	1	6	8		1	2			1		19	$ 3,444
			Bid Recommendation		1									1	$ 175
			Bid Opening		1									1	$ 175
			Prepare IFC Documents		2	6			1			1		10	$ 1,673
															$ -
			Construction Phase (8 month duration)												$ -
			FNIManager Setup and Maintenance											12	$ 1,674
			Monthly Construction Meetings	6	12			8	8					34	$ 7,567
			Site Visits (2)		8									8	$ 1,402
			Submittal Review		24			8	16					48	$ 9,423
			Pay App Review		12									12	$ 2,103
			Substantial Completion Walk Thru	8				1	2					11	$ 3,058
			Final Completion Walk Thru	12				1	2					15	$ 4,260
			Record Drawings		4	6		1	8			4		23	$ 4,230
															$ -
			Total Hours / Quantity	**118**	**178**	**129**	**12**	**71**	**202**	**21**	**8**	**46**	**10**	**807**	
			Total Effort	**$ 34,440**	**$ 30,495**	**$ 19,439**	**$ 3,469**	**$ 18,166**	**$ 38,129**	**$ 5,317**	**$ 2,313**	**$ 8,608**	**$ 1,789**		**$ 163,839**

Lago Vista Phase 1 Lift Station Repairs 2/10/2025 Detailed Cost Breakdown	8.5 Basic Services Special Servic Total Project

Tasks				Expenses	
BST Task (for Project Setup)	Basic or Special	Task	Task Description	Tech Charge	Total Expense Effort
			Project Management		$ -
			Internal kickoff meeting	5	$ 43
			External kickoff meeting	5	$ 43
			Periodic internal meetings	24	$ 204
			Maintain and monitor scope / schedule / budget	40	$ 340
			One Page Reports / Periodic client communications	24	$ 204
			Corporate Support (Operations Analyst, Accounting S	10	$ 85
					$ -
			Preliminary Design		$ -
			Prepare Preliminary Design Memo Summarizing Impr	24	$ 204
			Site Visit to all facilities (electrical only)	12	$ 102
					$ -
			Survey	2	$ 17
					$ -
			Final Design		$ -
			Prepare 90% Design Documents	269	$ 2,287
			Prepare 90% Specifications	58	$ 493
			Prepare IFB Design Documents	87	$ 740
			Prepare IFB Specifications	41	$ 349
					$ -
			Bid Phase		$ -
			Pre-Bid Meeting	4	$ 34
			Answer Bidders Questions	8	$ 68
			Issue Addendum	19	$ 162
			Bid Recommendation	1	$ 9
			Bid Opening	1	$ 9
			Prepare IFC Documents	10	$ 85
					$ -
			Construction Phase (8 month duration)		$ -
			FNIManager Setup and Maintenance	12	$ 102
			Monthly Construction Meetings	34	$ 289
			Site Visits (2)	8	$ 68
			Submittal Review	48	$ 408
			Pay App Review	12	$ 102
			Substantial Completion Walk Thru	11	$ 94
			Final Completion Walk Thru	15	$ 128
			Record Drawings	23	$ 196
					$ -
			Total Hours / Quantity	**807**	
			Total Effort	**$ 6,860**	**$ 6,860**

Lago Vista Phase 1 Lift Station Repairs
2/10/2025
Detailed Cost Breakdown

Project Fee Summary	
Basic Services	184,770
Special Services	-
Total Project	184,770

Tasks				Subconsultants					Total
BST Task (for Project Setup)	**Basic or Special**	**Task**	**Task Description**	CUPLIN	Sub Name 2	Sub Name 3	Sub Name 4	**Total Sub Effort**	**Total Effort**
			Project Management					$ -	$ -
			Internal kickoff meeting					$ -	$ 1,090
			External kickoff meeting					$ -	$ 1,109
			Periodic internal meetings					$ -	$ 5,589
			Maintain and monitor scope / schedule / budget					$ -	$ 11,832
			One Page Reports / Periodic client communications					$ -	$ 7,143
			Corporate Support (Operations Analyst, Accounting Sp					$ -	$ 1,874
								$ -	$ -
			Preliminary Design					$ -	$ -
			Prepare Preliminary Design Memo Summarizing Impr					$ -	$ 4,846
			Site Visit to all facilities (electrical only)					$ -	$ 2,742
								$ -	$ -
			Survey	12,236				$ 14,071	$ 14,425
								$ -	$ -
			Final Design					$ -	$ -
			Prepare 90% Design Documents					$ -	$ 50,393
			Prepare 90% Specifications					$ -	$ 12,320
			Prepare IFB Design Documents					$ -	$ 19,183
			Prepare IFB Specifications					$ -	$ 8,741
								$ -	$ -
			Bid Phase					$ -	$ -
			Pre-Bid Meeting					$ -	$ 842
			Answer Bidders Questions					$ -	$ 1,809
			Issue Addendum					$ -	$ 3,605
			Bid Recommendation					$ -	$ 184
			Bid Opening					$ -	$ 184
			Prepare IFC Documents					$ -	$ 1,758
								$ -	$ -
			Construction Phase (8 month duration)					$ -	$ -
			FNIManager Setup and Maintenance					$ -	$ 1,776
			Monthly Construction Meetings					$ -	$ 7,856
			Site Visits (2)					$ -	$ 1,470
			Submittal Review					$ -	$ 9,831
			Pay App Review					$ -	$ 2,205
			Substantial Completion Walk Thru					$ -	$ 3,151
			Final Completion Walk Thru					$ -	$ 4,388
			Record Drawings					$ -	$ 4,426
								$ -	$ -
			Total Hours / Quantity	**$ 12,236**	**$ -**	**$ -**	**$ -**		
			Total Effort	**$ 14,071**	**$ -**	**$ -**	**$ -**	**$ 14,071**	**$ 184,770**

AGENDA ITEM NO. 21

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2025

SUBMITTED BY: Gary Bosherars, Police Department

SUBJECT: Discussion and review of Code Enforcement metrics and goals.

BACKGROUND: The City's Code Enforcement functions were transferred to the Police Department in October of 2023. The department was given a very broad goal of increasing enforcement of city ordinances.

During the meeting of the Lago Vista City Council on February 20, 2025, the City Council directed the Chief of Police to develop metrics and goals for the department's Code Enforcement Division and present these in a discussion with the City Council at the March 6, 2025 meeting.

Chief Boshears will provide an overview of current statistics and suggestions for additional metrics that can be tracked to provide more comprehensive data.

FINDINGS: Currently, the department tracks and reports monthly on the following metrics related to Code Enforcement:

- New cases opened.
- Number of cases closed.
- Number of proactive cases.
- Citations issued.
- How complaints are received (Phone, Email, In Person, Website, etc.)
- Types of violations.
- Nature of incident responded to (these classifications are from our Computer Aided Dispatch (CAD) System).

After consultation with our team, the Chief of Police proposes the following metrics to track and report on monthly as well as provide an update to the City Council on September 4, 2025:

- New cases opened.
- Total cases closed.
- How case was closed (Compliance, Referral to Court, etc.)

- Voluntary compliance rate.
- Number of proactive cases.
- Number of verbal / written warnings issued.
- Number of warning letters sent.
- Number of citations issued.
- How complaint was received.
- Types of violations (with additional detail than what is currently provided).
- Nature of incident responded to.
- Public education initiatives.

FINANCIAL IMPACT: While there is no direct fiscal impact, tracking additional data always has associated cost of personnel resources for tracking and compiling this data.

RECOMMENDATION: This agenda item is for the City Council to review and discuss Code Enforcement metrics and goals as presented by the Chief of Police. Suggested action would be to provide feedback to the Chief of Police on any additional metrics and goals or changes and direct the Chief of Police to report back to the City Council on progress at the September 4, 2025 meeting.

AGENDA ITEM NO. 22

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: March 6, 2025

SUBMITTED BY: Councilor Benefield, City Council

SUBJECT: Discussion, consideration, and possible action regarding the design, implementation, and financial considerations of the irrigation effluent water disposal system over the golf course.

BACKGROUND: The City of Lago Vista is in the planning stages of implementing a new irrigation effluent water disposal system to serve the golf course. This discussion aims to determine whether the system should be designed for Type 1 or Type 2 effluent water, considering regulatory requirements, cost implications, and long-term sustainability.

Additionally, to ensure effective oversight and community involvement, it is recommended that a subcommittee be established, comprising City Council members and a diverse group of community stakeholders, to guide the planning, funding, and implementation of the project.

FINDINGS: Discussion and possible action regarding:

The design and implementation of the irrigation effluent water disposal system over the golf course.

Determining whether the system should be engineered for Type 1 or Type 2 effluent water, based on feasibility, costs, and regulatory requirements.

The creation of a subcommittee composed of City Council members and community representatives to provide input and oversight on the project.

General discussion and direction regarding the design, installation, operation, and financial aspects, including potential bonds, associated with the effluent golf course dispersal system.

FINANCIAL IMPACT: To be determined based on engineering estimates and funding mechanisms.

RECOMMENDATION: City Council to discuss and take any appropriate action on the above items, including providing guidance on system design, potential funding, and subcommittee formation.