AGENDA
CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
5803 THUNDERBIRD
LAGO VISTA, TX
FEBRUARY 6, 2025 AT 5:30 PM

JOIN MEETING VIA VIDEO CONFERENCE

Please join my meeting from your computer, tablet or smartphone.
https://meet.goto.com/846623989

You can also dial in using your phone.
United States: +1 (224) 501-3412

Access Code: 846-623-989

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

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. Consultation with Legal Counsel concerning legal questions related to code enforcement violations and criminal and civil enforcement thereof 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.
C. Consultation with Legal Counsel concerning legal questions related to contract with Dunnick, Inc. d/b/a Dunnick Golf 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.
D. Consultation with Legal Counsel concerning legal questions related to termination of engagement agreement for legal services with Munck Wilson Mandala/Teresa Hudson 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. 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 concerning matters 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.
F. 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.
G. 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 review of the Interim City Manager.

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

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. Consultation with Legal Counsel concerning legal questions related to code enforcement violations and criminal and civil enforcement thereof 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.
C. Consultation with Legal Counsel concerning legal questions related to contract with Dunnick, Inc. d/b/a Dunnick Golf 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.
D. Consultation with Legal Counsel concerning legal questions related to termination of engagement agreement for legal services with Munck Wilson Mandala/Teresa Hudson 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. 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 concerning matters 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.
F. 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.

G. 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 review of the Interim City Manager.

PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

INVOCATION
(Adam Benefield)

PROCLAMATION
Proclaiming February 6, 2025 as J. Maurice Duderstandt Day.

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 6:30 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 Liaison.

- 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

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.

3. Consider approval of January 28, 2025, Special Called Council Meeting Minutes.

4. Consider approval of January 16, 2025, Regular City Council Meeting Minutes.

5. Discussion, consideration and possible action on **Resolution No. 25-2112** formally accepting the public infrastructure for Lakeside at Tessera Phase 4A which includes streets, underground storm drain, water distribution, and sewer collection systems.

ACTION ITEMS

6. Discussion, consideration and possible action on adopting the FINAL DRAFT of the Water Master Plan that was produced by Freese & Nichols.

7. Discussion, consideration, and possible action regarding **Ordinance No. 2025-02-06-01** establishing Quarterly Vacancy and Recruitment Status Reporting Requirements.

8. Consider and take appropriate action on **Ordinance No. 2025-02-06-02** amending Chapter 6, Article 6.200, Section 6.212 of the Lago Vista Code of Ordinances regarding Oak Wilt Control. (Councilor Benefield)

9. Discussion, consideration, and possible action regarding **Ordinance No. 25-02-06-03**; 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 30, 2025; Providing for Savings, Severability, and Effective Date.

10. Discussion, consideration and possible action regarding **Resolution No. 25-2109** to set the regular City Council meeting start times for Executive Session at 1:00 PM and Regular Session at 3:00 PM, effective for the remainder of the Current Council's term.

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

12. Discussion, consideration, and possible action on Wildfire Preparedness and the Evacuation Planning Update.

13. Discussion, consideration, and possible action authorizing the City Manager to enter into an agreement with Rebuild-it Services Group for an emergency rebuild of the clarifier at Water Plant #1 in an amount of $304,009.

14. Discussion, consideration, and possible action on passing Resolution No. 25-2111; regarding support for House Bill 1189 which is no Tax Payer Funded Lobbying.

15. Discussion, consideration, and possible action on approving the Consent Agreement for the creation of an In-City Municipal Utility District for Firefly Cove, LLC.

ADJOURNMENT

IT IS HEREBY CERTIFIED that the above Notice was posted on the Bulletin Board in accordance with Government Code section 551.0411(b) located at all times in City Hall in said City by _____ on the 31st day of January 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. 1

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 6, 2025

SUBMITTED BY: Maria Franco, Interim City Manager

SUBJECT: Routine Reports from City staff.

FINANCIAL IMPACT: N/A

AGENDA ITEM NO. 2

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 6, 2025

SUBMITTED BY: Maria Franco, City Council

SUBJECT: Routine Reports from City Council Liaison.

- 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

FINANCIAL IMPACT: N/A

AGENDA ITEM NO. 3

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 6, 2025

SUBMITTED BY: Maria Franco, City Secretary

SUBJECT: Consider approval of January 28, 2025, Special Called Council Meeting Minutes.

FINANCIAL IMPACT: N/A

ATTACHMENTS:
2024-0128 Draft Minutes Special Council Meeting .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
Special City Council Meeting
January 28, 2025
Meeting Duration: 5:30 PM to 6:37 PM

BE IT REMEMBER that on the **28th day of January A.D., 2025**, the City Council held a Special meeting at 5:30 PM in City Council Chambers, 5803 Thunderbird, Lago Vista, Texas 78645, and via videoconference, there being present and acting the following:

00:00 - 01:01
CALL TO ORDER, CALL OF ROLL

Members of City Council Present:
Kevin Sullivan, Mayor
Shane R. Saum, Council Member; Place 1
Adam Benefield, Council Member; Place 2
Rob Durbin, Mayor Pro Tem; Place 3 *(by Virtual, joined Council in Executive Session)*
Norman 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 5:30 PM and announced that all Council Members are present.

City Staff Present: Interim City Manager, Taylor Whichard, City Attorney, Brad Bullock (by Virtual), City Secretary Maria Franco, Chief Financial Officer Jai Brown, Human Resource Director Tiffany Sparks, and I.T. Director Dave Scott.

01:03-01:11
EXECUTIVE SESSION

At 5:31 PM the Council convened into a closed Executive Session pursuant to:

- **A.** Consultation with Legal Counsel concerning legal questions related to hiring policy. (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).
- **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 the recommendation of the Interim City Manager to make an offer of employment for Director of Development Services.

01:24-03:35
ACTION ON EXECUTIVE SESSION ITEMS
(Action and/or vote may be taken on the following items):

AT 6:28 PM the 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 legal questions related to hiring policy. (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

Mayor Sullivan commented that the Council provided Interim City Manager Taylor Whichard feedback on the process of hiring employees and Council approval of those employees hired.

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 the recommendation of the Interim City Manager to make an offer of employment for Director of Development Services.

MOTION: Councilor Adam made a motion seconded by Councilor Saum, to approve the Interim City Manager recommendation to make an offer of employment for the Director of Development Services. The motion carried unanimously six (6) ayes to zero (0) nays.

Mayor Sullivan noted that Councilor Durbin is not present.

03:41-09:35

CITIZEN COMMENTS

Mayor Sullivan opened the citizens' comment period and recognized Lynda Aird.

Lynda Aird addressed the Council regarding the FireFly Cove.

There were no others signed up for citizens' comment.

09:49

ADJOURNMENT

Mayor Sullivan adjourned the meeting at 6:37 PM

Respectfully submitted,

CITY OF LAGO VISTA, TEXAS

ATTEST:

_____
Maria Franco, City Secretary

_____
Kevin Sullivan, Mayor

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

AGENDA ITEM NO. 4

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 6, 2025

SUBMITTED BY: Maria Franco, City Secretary

SUBJECT: Consider approval of January 16, 2025, Regular City Council Meeting Minutes.

FINANCIAL IMPACT: N/A

ATTACHMENTS:
2024-0116 Draft Minutes Regular Council Meeting .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
January 16, 2025
Meeting Duration: 5:38 PM to 12:46 AM

BE IT REMEMBERED that on the **16th day of January A.D., 2025**, the City Council held a Regular meeting at 5:30 PM in City Council Chambers, 5803 Thunderbird, Lago Vista, Texas 78645, and via videoconference, there being present and acting the following:

CALL TO ORDER, CALL OF ROLL

Members of City Council Present:
Kevin Sullivan, Mayor
Shane R. Saum, Council Member; Place 1
Adam Benefield, Council Member; Place 2
Rob Durbin, Mayor Pro Tem; Place 3 (By Virtual)
Norman 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 5:36 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, Procurement Manager Eric De La Cruz, Economic Development Director Eric Zeno, Human Resource Director Tiffany Sparks, Chief Financial Officer Jai Brown, Assistant Director of Parks & Recreation Kaite Mikulak, and I.T. Director Dave Street

00:15-2:05

EXECUTIVE SESSION

At 5:38 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. Consultation with Legal Counsel concerning legal questions related to disannexation policy Pursuant to Local Government Code Sec. 43.142 (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.

C. Consultation with Legal Counsel concerning update on grievance inquiry and status related to complaints or charges against an officer or employee of Lago Vista, filed by Executive Assistant to Chief of Police, Pursuant to Local 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; and Section 551.074, Personnel Matters.

D. Discussion regarding Council Subcommittee report on process for evaluating and providing feedback on Interim City Manager Pursuant to Section 551.074, Personnel Matters.

E. Consultation with Legal Counsel to receive legal advice related to handling of Dormant Projects in Planned Development Districts Pursuant to Local Government Code Section 551.071, on a matter in which the duty of the Attorney to the Government Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter.

02:08 - 09:10

ACTION ON EXECUTIVE SESSION ITEMS

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

AT 6:33 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. Consultation with Legal Counsel concerning legal questions related to disannexation policy Pursuant to Local Government Code Sec. 43.142 (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.

C. Consultation with Legal Counsel concerning update on grievance inquiry and status related to complaints or charges against an officer or employee of Lago Vista, filed by Executive Assistant to Chief of Police, Pursuant to Local 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; and Section 551.074, Personnel Matters.

No action taken.

D. Discussion regarding Council Subcommittee report on process for evaluating and providing feedback on Interim City Manager Pursuant to Section 551.074, Personnel Matters.

Councilor Benefield provided an update on the Council process of selecting the Lago Vista next City Manager.

Councilor Benefield acknowledged Interim City Manager, Taylor Whichard, and stated that during this transition period Mr. Whichard has taken significant responsibilities serving both as Interim City Manager and Public Works Director. Councilor Benefield stated that the Council is confident that under Mr. Whichard leadership City Staff will maintain the successful execution of the City's duties and priorities.

Councilor Benefield then outlined the hiring process, and said that Council has directed Human Resource Tiffany Sparks to post the permanent City Manager position through various job listings such as Texas Municipal League, LinkedIn and Indeed. Councilor Benefield stated that Mr. Whichard is encouraged to apply for the permanent position and said his application will be considered alongside other qualified candidates received.

Councilor Benefield stated the Council's goal is to make its final selection in approximately 3 months.

E. Consultation with Legal Counsel to receive legal advice related to handling of Dormant Projects in Planned Development Districts Pursuant to Local Government Code Section 551.071, on a matter in which the duty of the Attorney to the Government Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter.

No action taken.

09:10 - 11:09

PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG

The Council led the Pledge of Allegiance and the Pledge to the Texas Flag.

INVOCATION

Councilor Saum introduced Rev. Ed Koharchik, Pastor at St. Mary, Our Lady of the Lake Catholic Parish; Rev. Koharchik gave the invocation

CITIZEN COMMENTS

Mayor Sullivan opened the citizens' comment period. There were no citizens signed up for comments in this session.

11:10 - 12:35

ITEMS OF COMMUNITY INTEREST

Mayor Sullivan informed the public of the following:

(1.) City facilities will be CLOSED next Monday, January 20th in observance of Martin Luther King Jr Day. Normal business hours will resume on Tuesday, January 21st.

(2.) The Green Center will be open on Saturday, February 1st from 10am - 4pm and Thursday, February 6th from 7am -4pm. Located at 21155 FM 1431 (1/4 mile west of Lago Vista Middle School). You must bring a copy of your City of Lago Vista utility bill and picture ID as verification- See the City website for more details!

(3.) Mark your calendars for the 33rd Annual La Primavera Bike Race, happening February 28th–March 2nd! This year, businesses, organizations, and families are invited to Adopt-A-Corner and join the action. By adopting a corner, you'll have the opportunity to marshal an intersection for the bicycle race and showcase your small business or volunteer organization. For more information, contact **info@laprimaveratx.com**.

(4.) Save the Date! The 2025 LAGO FEST is coming soon! Join us on Saturday, April 26, 2025, at Bar-K Park from 1 PM to 8 PM for an unforgettable day of live music, delicious food, unique local vendors, and family-friendly fun. Stay tuned for updates on the music lineup and all the exciting activities at **www.lagofest.com**.

Councilor Prince announced Casino Night on Saturday, February 22, 2025, from 6:30 pm to 11:00 pm at K-Oaks Club House.

Councilor Owen stated that the Lions Club are continuing their Spirit Nights to help the hunger initiative for our local kids during the summer, and said the next will be on January 23, 2025, with Baker's brisket and encouraged the public to participate.

Councilor Owen gave a shoutout to the cheerleaders at the local High School; Go Vikings!

Mayor Sullivan noted that the Lions Club will have their Annual Chili Feast on Saturday, February 8, 2025, at the Lago Vista High School & a Silent Auction.

WORK SESSION

12:38 – 56:48

1. Joint discussion between City Council and the Comprehensive Plan Advisory Committee to review a DRAFT of the Parks Chapter within the Comprehensive Plan.

Councilor Prince read Larry Rusell comments regarding the Comprehensive Plan. Mr. Russell was not able to attend the meeting.

Mayor Sullivan recognized Michele Maitland. Ms. Maitland addressed the Council concerning the Parks in the Comprehensive Plan.

56:54 – 56:20

RECESS

Mayor Sullivan called a 10-minute recess; 7:45 PM-7:55 PM

57:18 - 1:38:06

2. Presentation by the City's Financial Advisor, Tijerina Financial Consulting, LLC to discuss the City's current financial outlook and bonding capacity.

3:56:58 - 4:17:22

3. Discussion, consideration, and possible action regarding the budget process, policies, publications and format.

4:18:00 - 4:24:25

4. Discussion regarding the Charter Review Committee report from their meeting held January 13, 2025, and any direction or feedback from the Council.

4:25:01 - 4:26:13

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.

5. Consider approval of November 21, 2024, Regular Council Meeting minutes.
6. Consider approval of December 05, 2024, Regular Council Meeting minutes.
7. Consider approval of December 19, 2024, Regular Council Meeting minutes.

MOTION: Councilor Roberts made a motion seconded by Councilor Owens to approve the Consent Agenda Items, with corrections. Motion carried unanimously, seven (7) ayes to zero (0) nays.

ACTION ITEMS

4:27:25 - 4:41:51

8. Awarding the RFP 25-03 to Jerdon Enterprise, L.P., for the Effluent Pond #17 Rehab & #2 Repairs; and authorize the City Manager to execute an agreement for such services.

MOTION: Councilor Prince made a motion seconded by Mayor Sullivan, to award the RFP 25-03 to Jerdon Enterprise, L.P., for the Effluent Pond #17 Rehab & 2 Repairs. Motion carried unanimously, seven (7) ayes to zero (0) nays.

4:41:57- 4:44:37

9. Approval of **Resolution No. 25-2108,** updating the City's authorized signatory list by removing City employees and Council Members, and adding new employees and Council Members to the signature list.

MOTION: Councilor Roberts made a motion seconded by Councilor Saum to adopt **Resolution No. 25-2108** designating as authorized signatories, Interim City Manager Taylor Whichard and Council Members, Adam Benefield, Norma Owen and Rob Durbin, and removing Tracie Hlavinka, Former City Manager, Starr Lockwood, Former Finance Director and Former City Council Members, Stephanie Smith, Chelaine Marion, and Edward Tidwell, Former Mayor. Motion carried six (6) ayes to zero (0)

nays. Mayor Pro Tem Rob Durbin (by virtual) was not able to vote due to technical difficulties.

4:45:20 - 4:59:50

10. Discussion, consideration, and possible action on various City expenses that are eligible for Hotel and Occupancy Tax funds.

MOTION: Councilor Roberts made a motion seconded by Councilor Owen to fulfill the balance of the requested funding applicants, Lake Travis Music Theater, Hill Country Singers and Lago Vista Players, that the Council agreed previously to fund at 50% level, using the Hotel and Occupancy Tax funds. Motion carried unanimously, seven (7) ayes to zero (0) nays.

4:60:00 - 5:58:21

11. Discussion, consideration, and possible action on revisions to the City Council Rules of Procedure.

Mayor Sullivan read Chelaine Marion's citizens' comment regarding the City Rules of Procedure; opposed to moving the start time of the City Council meetings to early afternoon.

Gene Harris signed up to speak on this item, but did not address the Council.

MOTION: Mayor Pro Tem Durbin made a motion seconded by Mayor Sullivan to limit debate. Motion failed, two (2) ayes to five (5) nays. Councilmembers Saum, Benefield, Owen, Roberts and Prince voted against motion.

2:47:09 - 3:51:58

12. Discussion, consideration, and possible action regarding **Ordinance No. 25-01-16-01**; dis-annexing real property located at 18315 Lakeshore Blvd, Lago Vista, TX 78645 from the City's Corporate Limits.

Councilmember Roberts recused himself.

DiAnn Tjon-Joe-Pin addressed the Council and presented her request to Dis-annex her homestead property at 18315 Lakeshore Blvd, Lago Vista, Tx from the City of Lago Vista.

MOTION: Councilor Benefield made a motion seconded by Mayor Pro Tem Durbin to deny request. Motion carried four (4) ayes to two (2) nays. Councilmembers Saum and Owen had the dissenting votes.

Councilmember Roberts returned to the dais.

3:52:00 - 3:56:26

13. Awarding the HHW Solutions' proposal price for RFP 25-02 in the amount of $1.10 per home per month with a contract length of 3 years for Household Hazardous Waste pickup and authorizing the Interim City Manager to execute the contract.

Eric De La Cruz presented the item and was available for questions.

MOTION: Councilor Saum made a motion seconded by Councilor Owen to approve awarding the HHW Solution's proposal price for RFP in the amount of $1.10 per home per month with a contract length of 3 years for Household Hazardous Waste pickup and authorize the Interim City Manager to execute the contract. Motion carried unanimously, seven (7) ayes to zero (0) nays.

1:40:00 - 2:46:01

14. Discussion, consideration, and possible action on **Ordinance No. 25-01-16-02** amending Chapter 6, Article 6.200, Section 6.212 of the Lago Vista Code or Ordinances regarding Oak Wilt Control.

MOTION: Councilor Benefield made a motion seconded by Councilor Prince to table Item No.14 regarding the Oak Wilt Ordinance until the next City Council meeting. Motion carried unanimously, seven (7) ayes to zero (0) nays.

5:58:29

ADJOURNMENT

Mayor Sullivan adjourned the meeting at 12:47 AM

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 **6th** day *of* ***February 2025.***

AGENDA ITEM NO. 5

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 6, 2025

SUBMITTED BY: Taylor Whichard, Public Works

SUBJECT: Discussion, consideration and possible action on **Resolution No. 25-2112** formally accepting the public infrastructure for Lakeside at Tessera Phase 4A which includes streets, underground storm drain, water distribution, and sewer collection systems.

BACKGROUND: The developer of Lakeside at Tessera has completed the construction of public infrastructure for Phase 4A of the development. This infrastructure includes streets, storm drainage systems, water distribution lines, and sanitary sewer lines. The improvements were constructed in accordance with the City-approved plans and specifications and have been inspected and function-tested by City staff. All required documentation, including engineer certifications, as-built drawings, and other relevant documents, has been provided by the developer.

The final plat for Lakeside at Tessera, Phase 4A, has been reviewed and approved by the City. The infrastructure in this phase is now ready for formal acceptance by the City of Lago Vista, which will transfer ownership and maintenance responsibilities to the City.

This resolution is necessary to finalize the City's acceptance of these improvements and to ensure their continued operation and maintenance as part of the City’s public infrastructure system.

FINDINGS: City staff has completed the following actions in regard to Lakeside at Tessera, Phase 4A:

- Inspected all infrastructure improvements, including streets, storm drainage, water, and sewer systems to ensure compliance with City standards and regulations.
- Verified the submission of all required documentation, including as-built drawings and engineer certifications.
- Confirmed that the infrastructure in operational and ready

for public use.

FINANCIAL IMPACT: Any increase in maintenance costs is unknown at this time.

RECOMMENDATION: Based on these findings, staff recommends approval of the resolution to formally accept the public infrastructure for Lakeside at Tessera, Phase 4A, as described.

ATTACHMENTS:
2025-02-06 _ Resolution No. 25-2112 _ Acceptance of Tessera Phase 4A.pdf

RESOLUTION NO. 25-2112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, FORMALLY ACCEPTING THE PUBLIC INFRASTRUCTURE INCLUDING STREETS, STORM DRAINAGE, WATER, AND SEWER IMPROVEMENTS FOR LAKESIDE AT TESSERA, PHASE 4A, AS SHOWN ON THE PRELIMINARY PLAT; PROVIDING FOR ACCEPTANCE AND MAINTENANCE OF SUCH INFRASTRUCTURE BY THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the public infrastructure, including streets, storm drainage, water, and sewer improvements (collectively, the "Improvements"), for the development known as Lakeside at Tessera, Phase 4A (the "Development"), was constructed by the Developer in accordance with the approved engineering plans and specifications for said Development; and

WHEREAS, the City of Lago Vista has conducted inspections and function testing of the Improvements, and such inspections confirm that the Improvements have been completed in accordance with the applicable City codes and ordinances, and are functioning as intended; and

WHEREAS, the Developer has submitted all required documentation, including the as-built drawings, engineer certifications, and other applicable documents, in compliance with the City's requirements for public infrastructure dedication; and

WHEREAS, the Bill of Sale will be signed upon passage of resolution, and Final Plat of Lakeside at Tessera, Phase 4A, has been reviewed and approved by the City and is included as **Exhibit A** to this Resolution; and

WHEREAS, the City of Lago Vista finds that the improvements are in good working condition, and it is in the best interest of the City to accept ownership and maintenance responsibility for the Improvements in accordance with the City's policies and procedures.

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

SECTION 1. The City of Lago Vista hereby accepts the dedication of the public infrastructure, including streets, storm drainage, water, and sewer improvements, for Lakeside at Tessera, Phase 4A, as depicted on the Bill of Sale and Final Plat attached as **Exhibit A**.

SECTION 2. Upon the formal acceptance of the Improvements, the City of Lago Vista assumes ownership and responsibility for the maintenance, operation, and repair of the Improvements as part of the City's public infrastructure.

SECTION 3. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Lago Vista, this 6th day of February.

CITY OF LAGO VISTA, TEXAS

Kevin Sullivan, Mayor

ATTEST:

Susie Quinn, Interim City Secretary

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

EXHIBIT “A”

Bill of Sale & Prelim Plat


TESSERA PKWY
REMAINDER OF HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP DOCUMENT NUMBER 2012194429 O.P.R.T.C.T.
REMAINDER OF HINES LAKE TRAVIS LAND II LIMITED PARTNERSHIP DOCUMENT NUMBER 2012194429 O.P.R.T.C.T.
CITY OF LAGO VISTA CALLED 313.86 ACRES DOC. NO. 2004005156 O.P.R.T.C.TX.
LAGO LOOKOUT LANE
RED SAGE COVE
RED BOTTLE BRUSH ROAD
PINE MUHLY DRIVE
BLACK DALIA WAY
WQ POND 22
WQ POND 23
PROPOSED RETAINING WALL
2-X H.O.A.
3-X H.O.A.
4-X H.O.A.
48-X H.O.A.
BLOCK A
BLOCK B
BLOCK C
BLOCK D
BLOCK E
D=10°41'50" R=680.00' L=126.95' T=63.66'
D=18°03'50" R=470.00' L=148.17' T=74.71'
D=12°52'20" R=470.00' L=105.60' T=53.02'
D=29°19'50" R=350.00' L=179.16' T=91.60'
D=73°43'20" R=175.00' L=225.17' T=131.21'
D=48°07'00" R=350.00' L=293.93' T=156.26'
D=73°26'00" R=370.00' L=474.09' T=269.70'
D=9°25'20" R=530.00' L=87.17' T=43.68'
D=21°09'40" R=370.00' L=136.66' T=69.12'
D=73°26'00" R=350.00' L=448.57' T=261.04'
D=73°28'00" R=470.00' L=602.70' T=349.70'
D=40°27'40" R=770.00' L=543.42' T=283.01'
S26° 42' 56"E 114.86'
S26° 42' 56"E 190.05'
S26° 42' 56"E 135.25'
S89° 41' 34"W 44.35'
S89° 41' 34"W 204.35'
S89° 41' 34"W 115.00'
S00° 18' 26"E 368.14'
S00° 18' 26"E 60.00'
N90° 00' 00"W 775.90'
N05° 00' 00"E 178.35'
N14° 23' 23"E 24.87'
N78° 43' 23"E 95.74'
N63° 17' 04"E 31.00'
N63° 17' 04"E 48.61'
S16° 52' 30"W 54.35'
S16° 52' 30"W 54.35'
S05° 57' 39"E 482.34'
S15° 52' 30"W 360.06'
S05° 20' 44"E 44.88'
N83° 13' 29"E 311.25'
120.33'
N08° 13' 34"W 21.41'
N85° 14' 09"E 130.00'
N85° 14' 09"E 60.00'
N75° 22' 20"E 130.00'
N20° 04' 46"W 21.24'
N16° 52' 30"W 54.35'
S75° 29' 36"W 320.00'
S75° 29' 36"W 115.17'
N75° 29' 36"E 115.17'
N75° 29' 36"E 115.20'
130.92'
N13° 34' 05"E 22.22'
M29° 38' 15"W 70.00'
N71° 45' 56"W 21.83'
S19° 22' 27"E 57.34'
N00° 48' 39"E 100.00'
S87° 23' 44"E 59.10'
S87° 23' 44"E 51.81'
N87° 29' 23"W 18.68'
N87° 31' 59"W 40.64'
N89° 41' 34"E 204.35'
N89° 41' 34"E 204.35'
S89° 41' 34"W 130.00'
S89° 41' 34"W 115.00'
S89° 41' 34"W 44.35'
S89° 41' 34"W 14.35'
S89° 41' 34"W 130.00'
S89° 41' 34"W 204.35'
S89° 41' 34"W 130.00'
S89° 41' 34"W 130.00'
S89° 41' 34"W 130.00

BILL OF SALE, CONVEYANCE AND ASSIGNMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

This Bill of Sale, Conveyance and Assignment ("**Conveyance**") is made by and between Hines Lake Travis Land II Limited Partnership, a Texas limited partnership ("**Grantor**"), and City of Lago Vista, a home rule municipal corporation ("**Grantee**"), and is as follows:

R E C I T A L S:

A. Grantor is current owner and holder of certain paving, drainage and utility infrastructure and improvements located in Lago Vista, Travis County, Texas, as such utility infrastructure is more particularly described on **Exhibit "A,"** attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Utility Infrastructure").

B. Grantor desires to dedicate, convey and assign all of its right, title and interest in and to the Utility Infrastructure to Grantee and Grantee desires to accept such conveyance subject to the terms more specifically set forth herein.

NOW, THEREFORE, for and in consideration of good and valuable consideration to Grantor given by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor has BARGAINED, GRANTED, CONVEYED, SOLD AND DELIVERED, and by these presents does BARGAIN, GRANT, CONVEY, SELL AND DELIVER to Grantee all of its right, title and interest in and to the Utility Infrastructure.

TO HAVE AND TO HOLD all of Grantor's right, title and interest, if any, and to the extent limited herein, in and to the Facilities unto Grantee, its successors and assigns forever.

EXECUTED to be effective this _____ day of_____, 2025.

[Signatures to follow on next page]

GRANTOR:

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

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

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

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

THE STATE OF TEXAS §

COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of _____ 2025.

_____
Notary Public-State of Texas

GRANTEE:

CITY OF LAGO VISTA, TEXAS

BY:_____
Kevin Sullivan, Mayor

ATTEST:

_____
Maria Franco, City Secretary

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 20__, by Kevin Sullivan, Mayor of City of Lago Vista, Texas, a home rule municipal corporation, on behalf of said City.

_____
Notary Public, State of Texas
My Commission Expires:_____

(SEAL)

EXHIBIT "A"

DESCRIPTION OF PAVING, DRAINAGE AND UTILITY INFRASTRUCTURE

Water, Sanitary Sewer, Drainage and Paving improvements required for residential Phase 4A within the Lakeside at Tessera on Lake Travis development.

The improvements correspond with specifications and requirements listed in the construction documents sealed April 22, 2022, approved for construction by the City of Lago Vista on June 6, 2022 and Final Plats approved by City of Lago Vista Planning and Zoning Commission on June 9, 2022.

The improvements were permitted, tested and inspected through the City and final documentation has been submitted to the City in anticipation of final acceptance.

AGENDA ITEM NO. 6

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 6, 2025

SUBMITTED BY: Taylor Whichard, Public Works

SUBJECT: Discussion, consideration and possible action on adopting the FINAL DRAFT 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.

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:
2025-01-30 _ Water Master Plan _ Final Draft.pdf

Innovative approaches
Practical results
Outstanding service

FINAL DRAFT

WATER MASTER PLAN

Prepared for:

City of Lago Vista

January 2025

LAGO VISTA
TEXAS

Prepared by:

FREESE AND NICHOLS, INC.
10431 Morado Circle, Suite 300
Austin, Texas 78759
512-617-3100

Innovative approaches
Practical results
Outstanding service

WATER MASTER PLAN

Prepared for:

City of Lago Vista

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF Jessica Vassar, P.E., TEXAS NO. 108934 and Tyler May, P.E., TEXAS NO. 143071 on January 30, 2025. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES. FREESE AND NICHOLS, INC. TEXAS REGISTERED ENGINEERING FIRM F- 2144

City of Lago Vista
5803 Thunderbird St. #101
Lago Vista, TX 78645

Prepared by:

FREESE AND NICHOLS, INC.
10431 Morado Circle, Suite 300
Austin, Texas 78759
512-617-3100

LGV22265

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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)	$57,906,000
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
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

FREESE AND NICHOLS

CITY OF LAGO VISTA TEXAS

0 1,500 3,000

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 11:55 AM
User Name: 02874

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.

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

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

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

Semi-Public Land

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

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

The Hollows
532 Entitled Connections
35 Active Connections

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

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

Shoreline Ranch
568 Entitled Connections
0 Active Connections

Lakeshore
70 Entitled Connections
0 Active Connections

Nature's Point
35 Entitled Connections
0 Active Connections

Luna Ridge
350 Entitled Connections
0 Active Connections

Montechino
432 Entitled Connections
3 Active Connections

Firefly Cove
325 Entitled Connections
0 Active Connections

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

Peninsula
200 Entitled Connections
0 Active Connections

Winn Ranch
1,350 Entitled Connections
0 Active Connections

Colorado River
Lake Travis
JONESTOWN
LAKEWAY
POINT VENTURE
BRIARCLIFF

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

FREESE AND NICHOLS

CITY OF LAGO VISTA TEXAS

0 1,400 2,800
SCALE IN FEET

Created By Freese and Nichols, Inc.
Job No.: LGV22265
Location: H:\W_WW_PLANNING\01_DELIVERABLES\00_FINAL_REPORT\Final_Report\Final_Report.aprx
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User Name: 02874

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**.

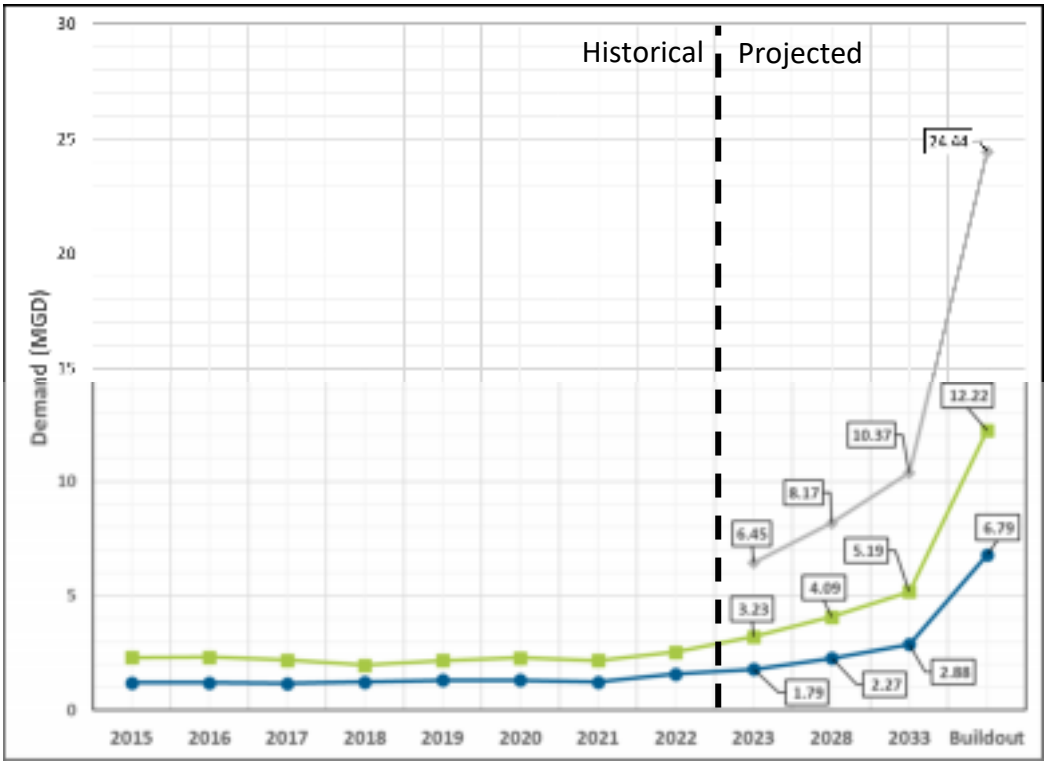


Figure 3-1. Historical and Projected Water Demands

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

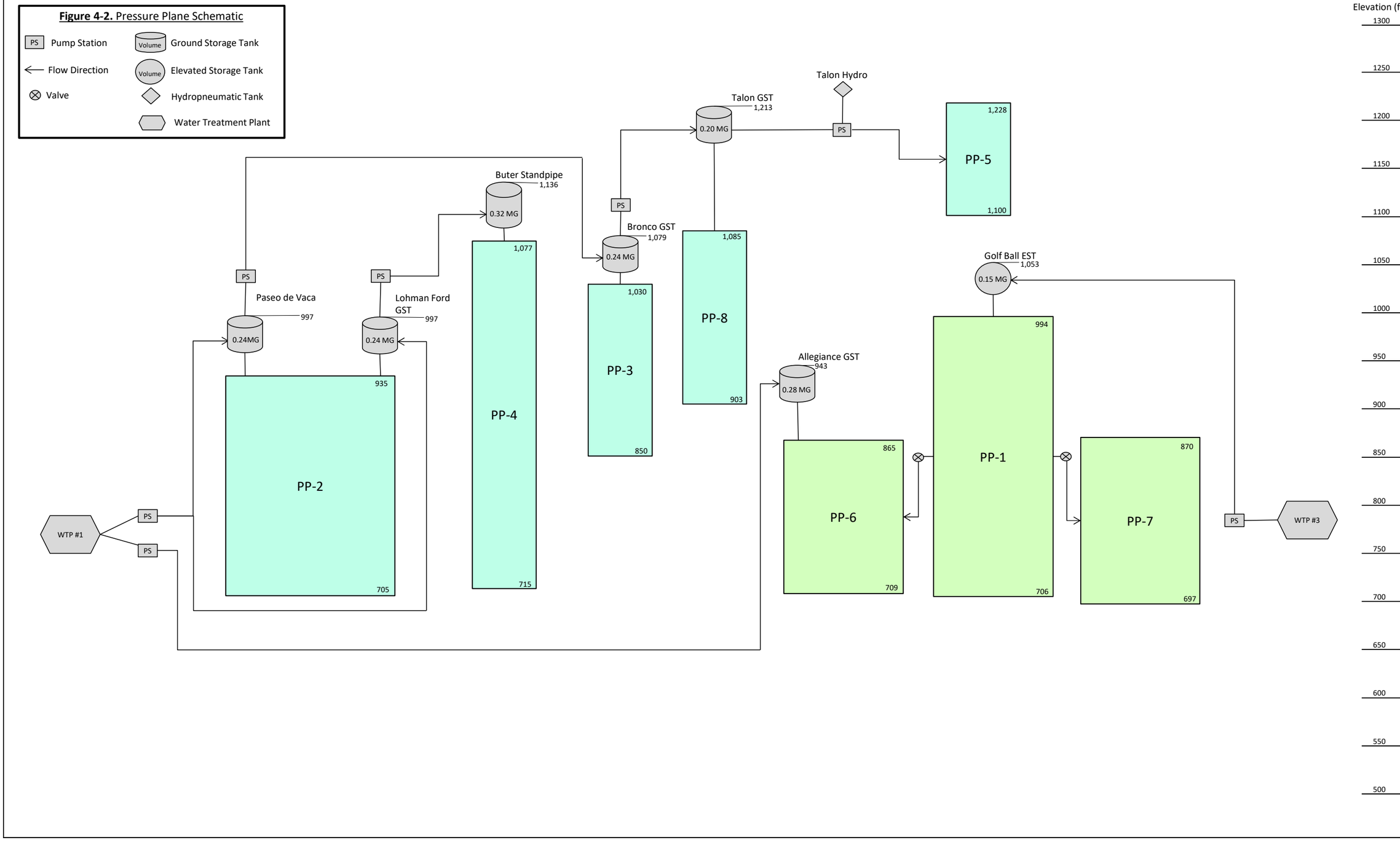
FREESE AND NICHOLS

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



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.

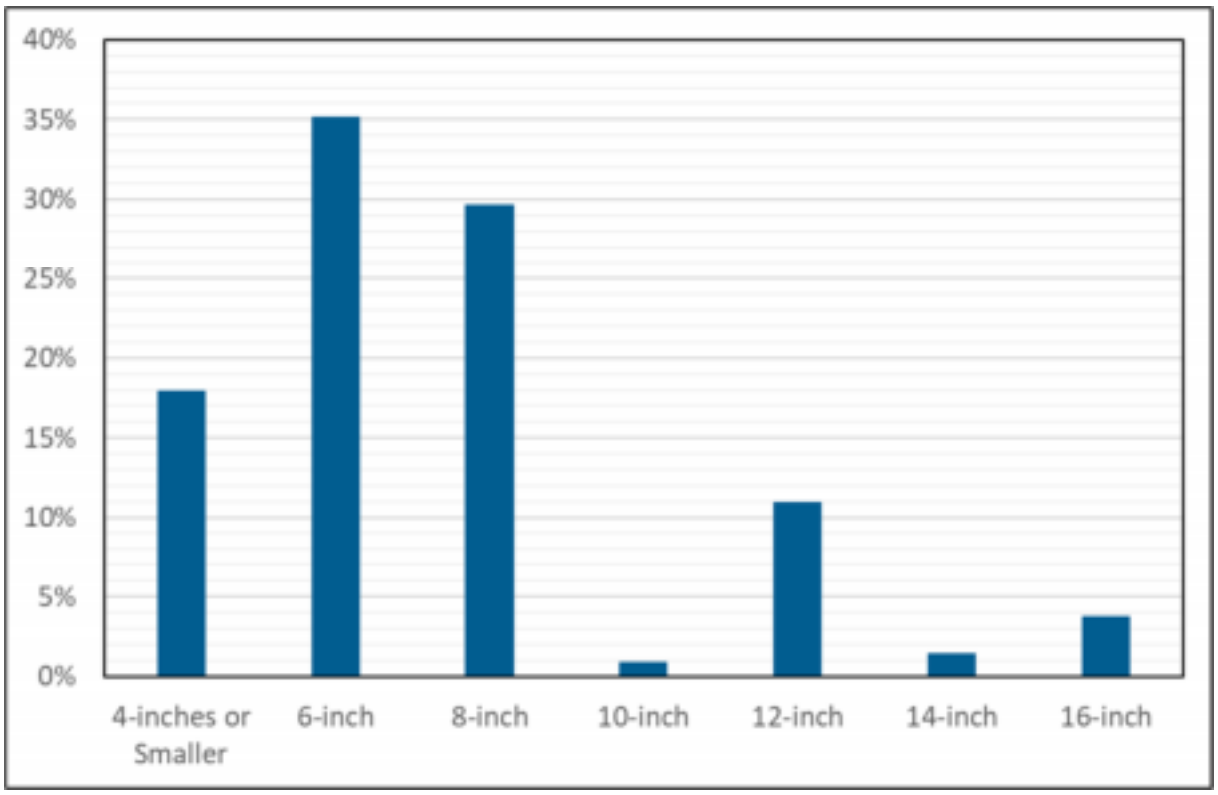


Figure 4-3. Pipeline Diameter by Length and Main Type

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.

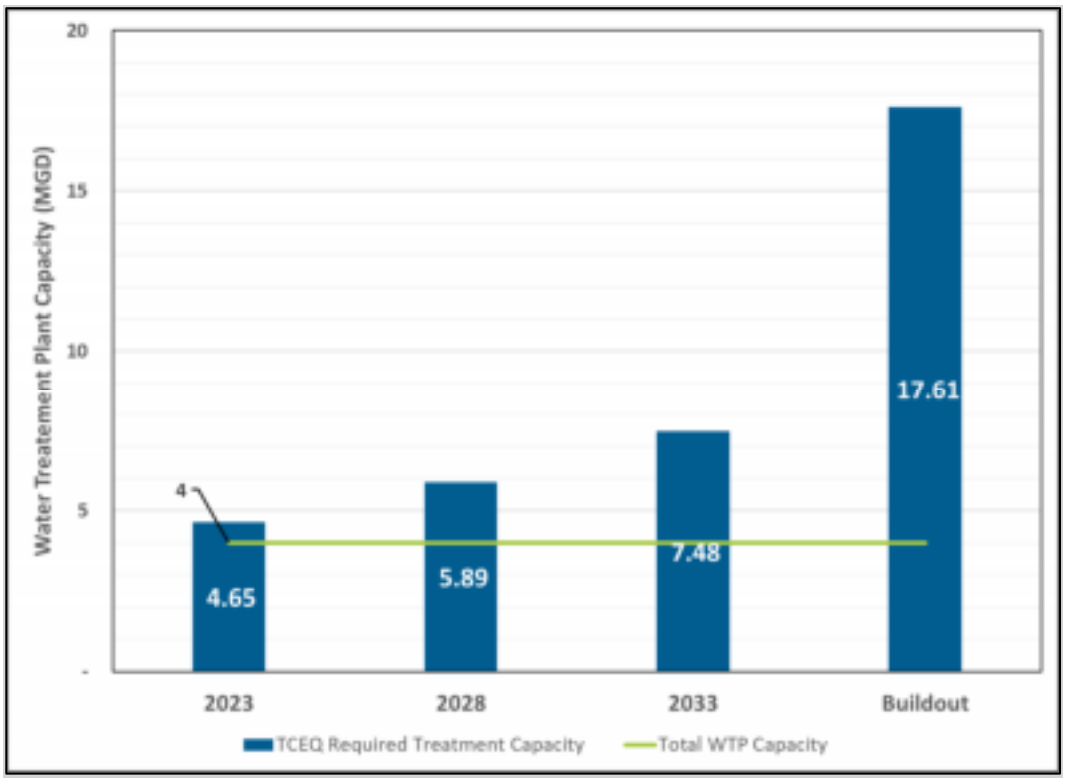

Figure 4-5. Future Water Treatment Plant Capacity Required

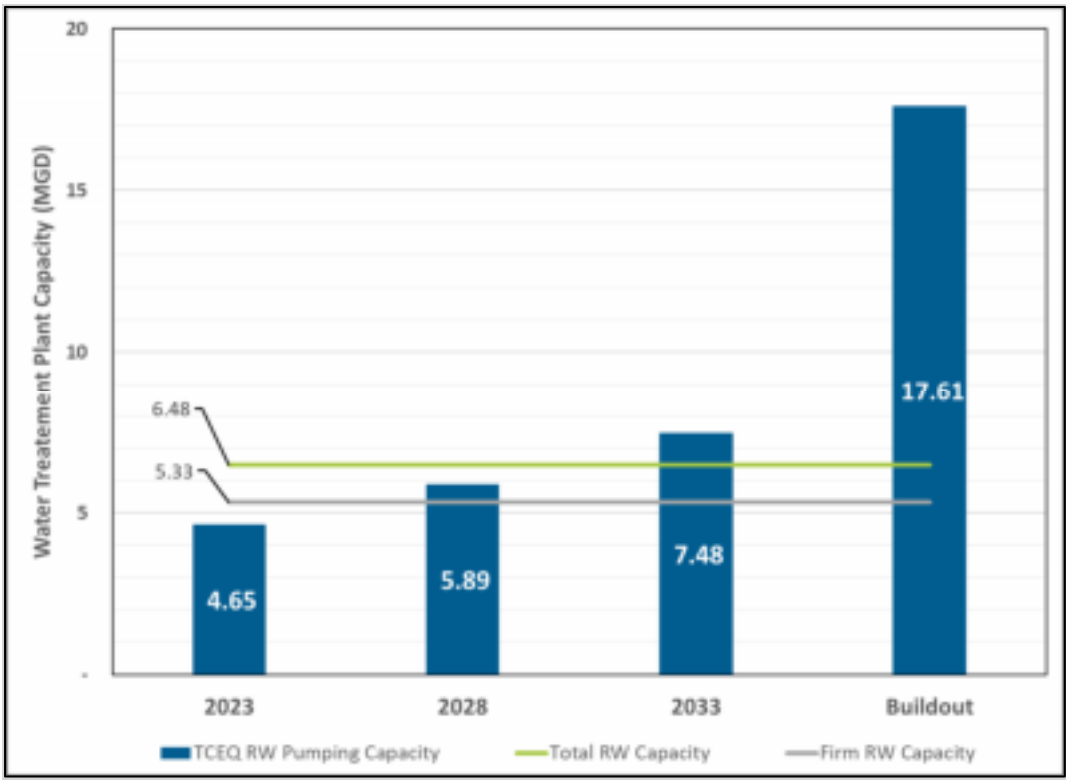

Figure 4-6. Future Raw Water Pumping Capacity Required

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	4.25	**5.31**		**1.06**	
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	1.94	**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

Colorado River
Lake Travis
JONESTOWN
LAKEWAY

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

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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

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

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SCALE IN FEET

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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	$38,974,700
5	Lohman Ford Transmission Main Extension	$4,903,600
6	Bar K 12-inch Water Line	$690,700
7	Lohman Ford 12-inch Water Line	$3,056,600
8	Pressure Plane Conversion	$1,273,400
9	Miscellaneous Water Line Connections	$1,019,700
	5-Year Total	**$57,906,000**
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	**$174,057,000**

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.

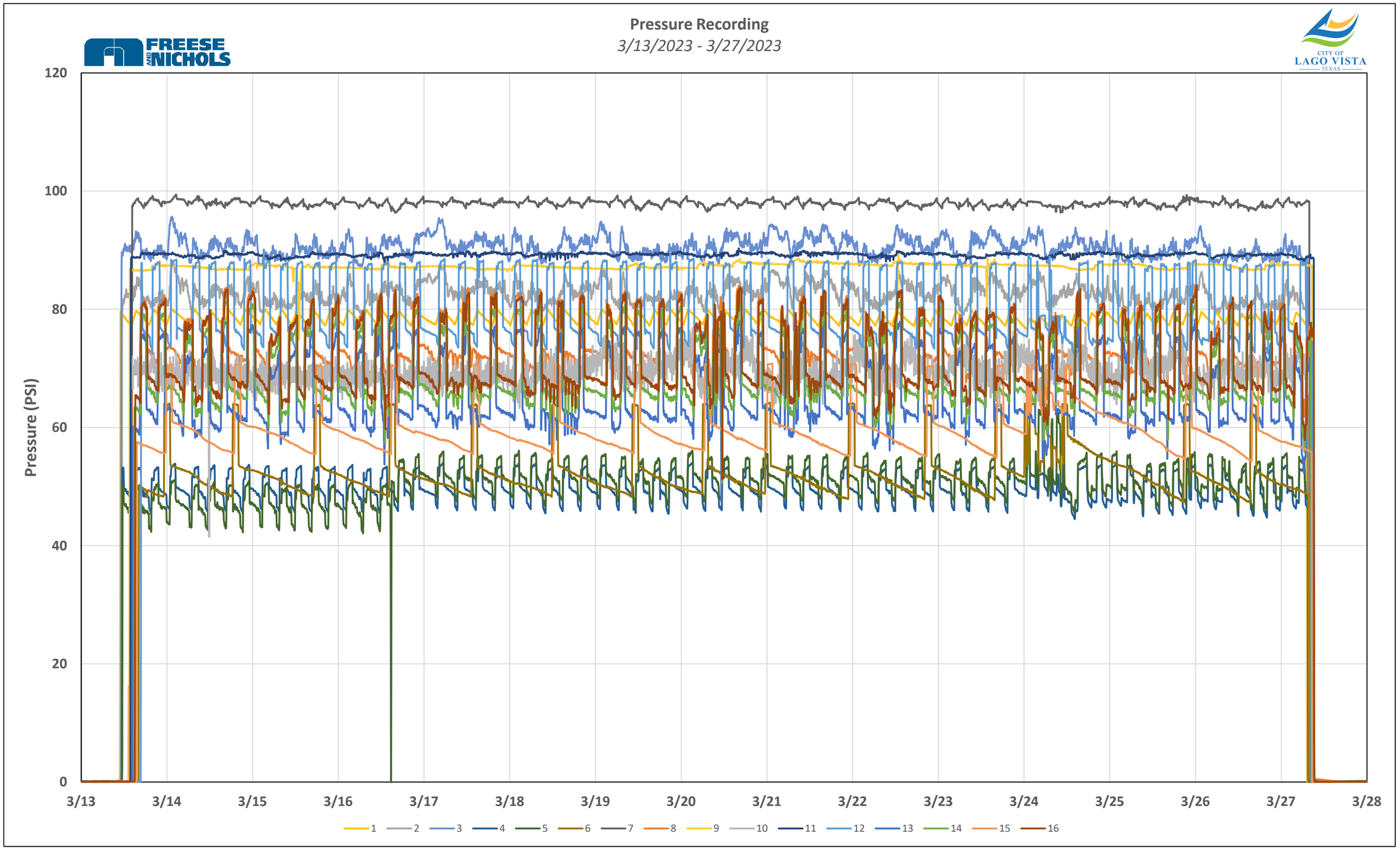
Table 5-2. Small Diameter Replacement Costs

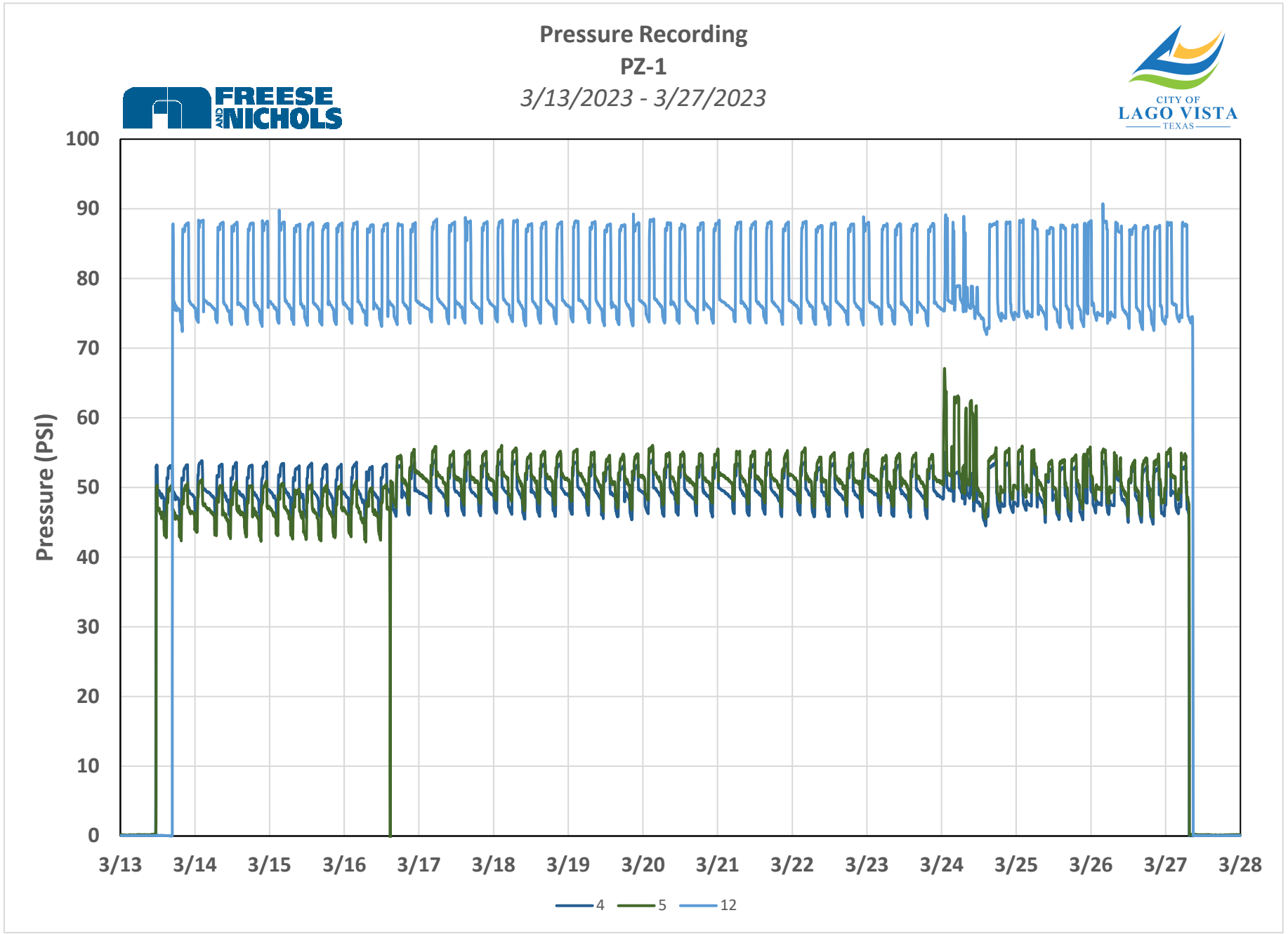
Pressure Plane	Small Diameter Pipe Length (ft)	6-inch Water Line Replacement Cost	8-inch Water Line Replacement Cost
PP-1	31,012	$4,352,400	$5,803,200
PP-2	20,009	$2,808,000	$3,744,000
PP-3	19,958	$2,808,000	$3,744,000
PP-4	9,859	$1,404,000	$1,872,000
PP-5	7,528	$1,053,000	$1,404,000
PP-6	22,520	$3,159,000	$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
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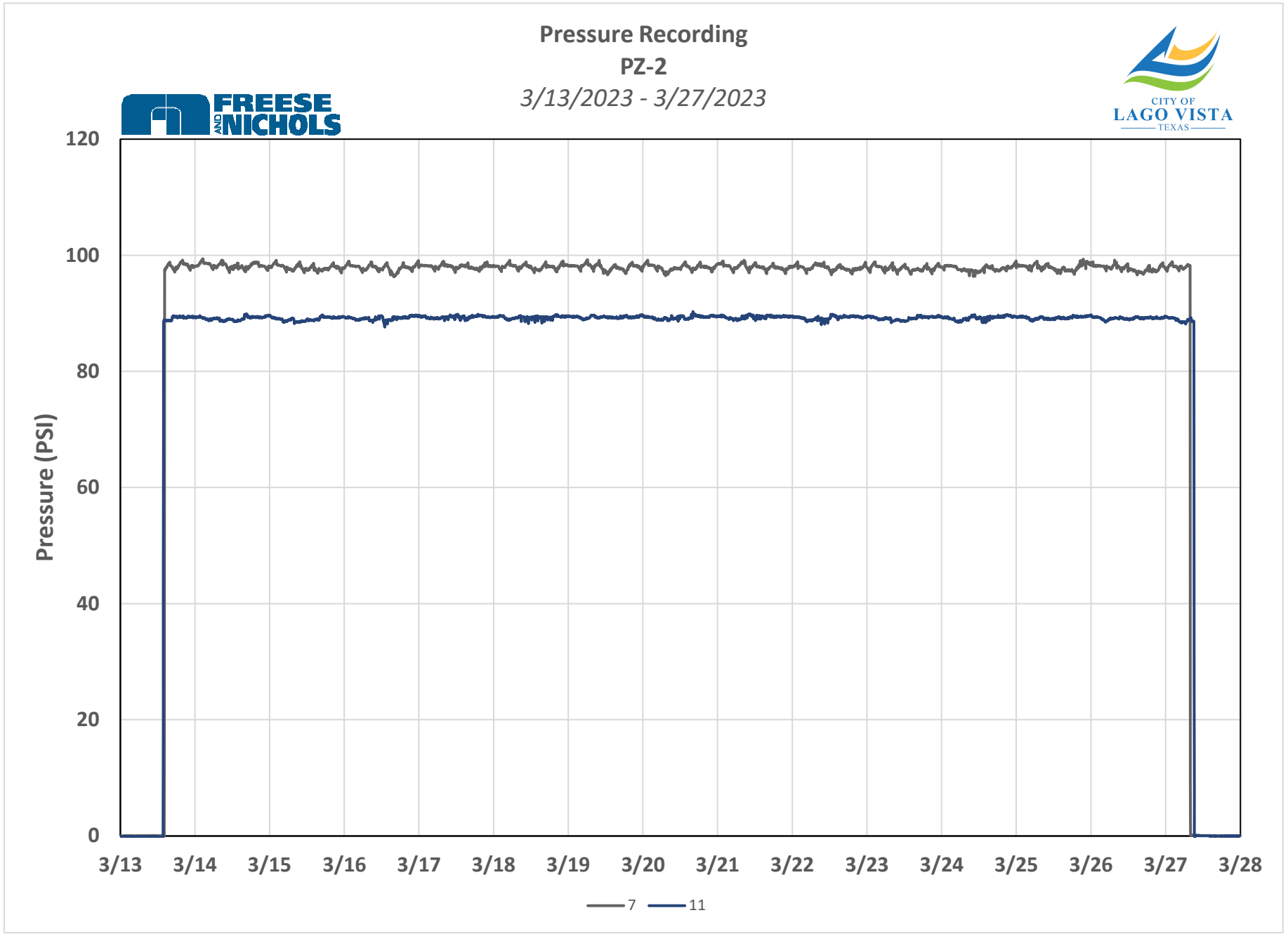
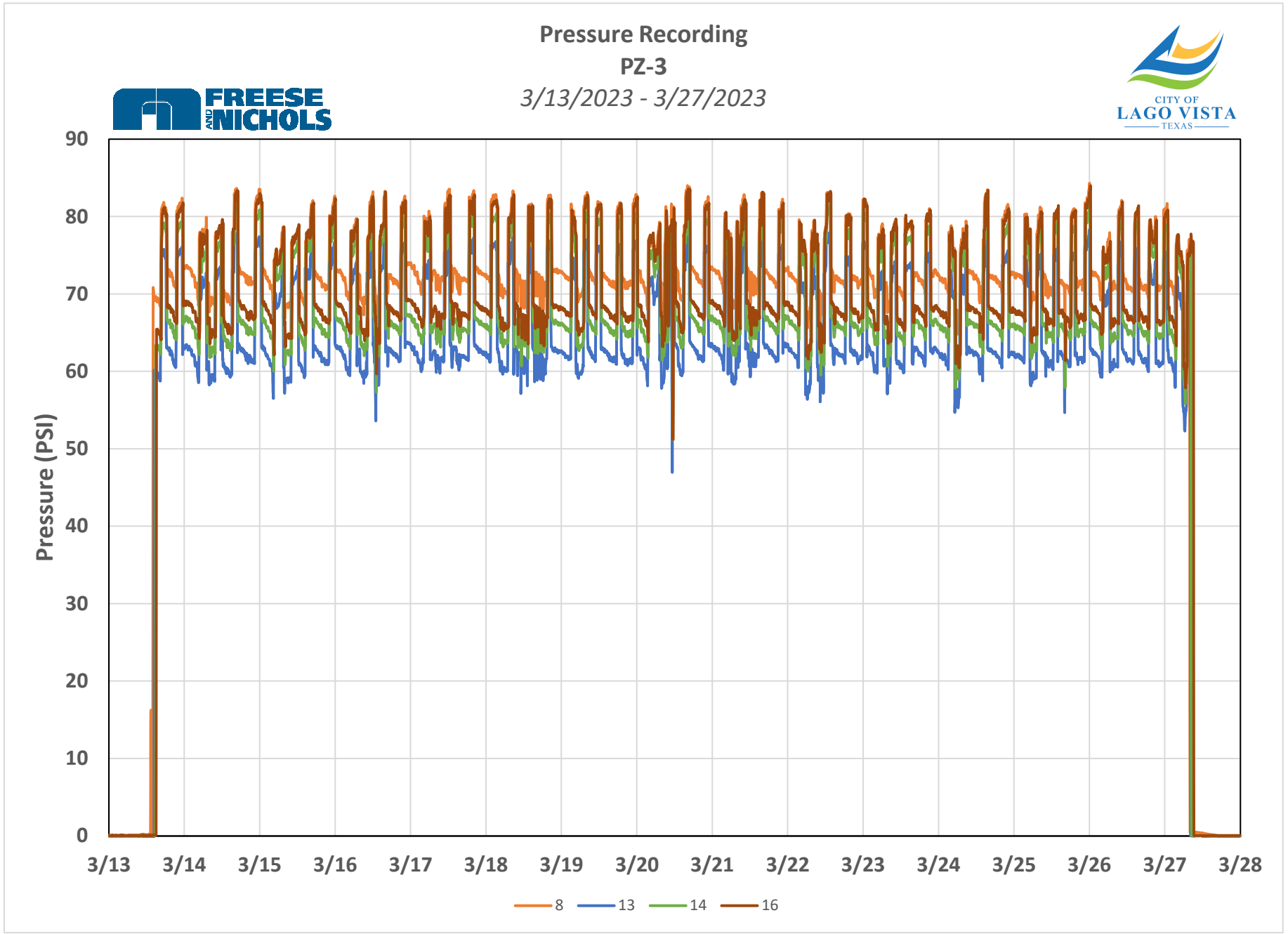
3/27
3/28
4
5
12


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
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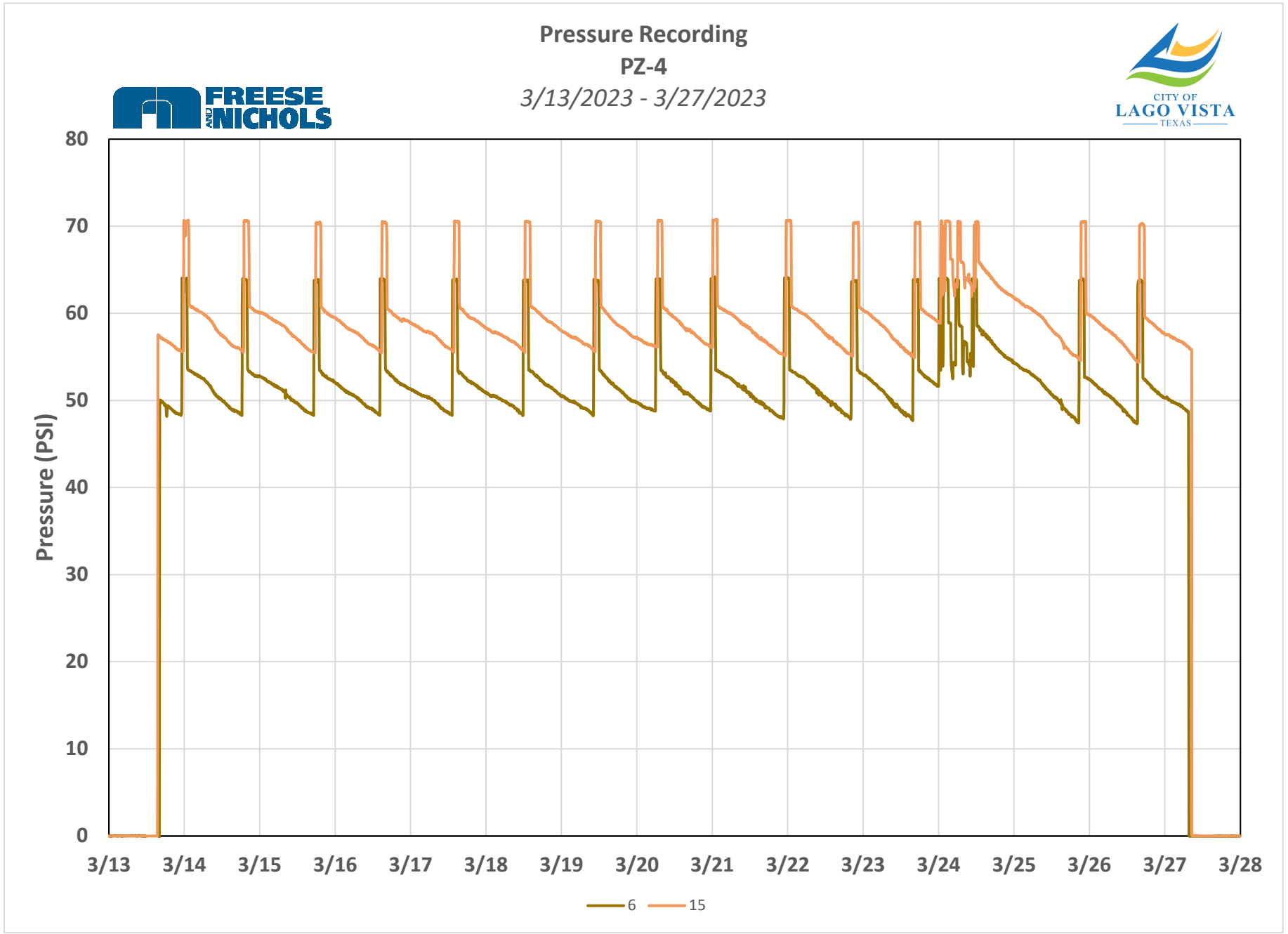
3/28
8
13
14
16


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
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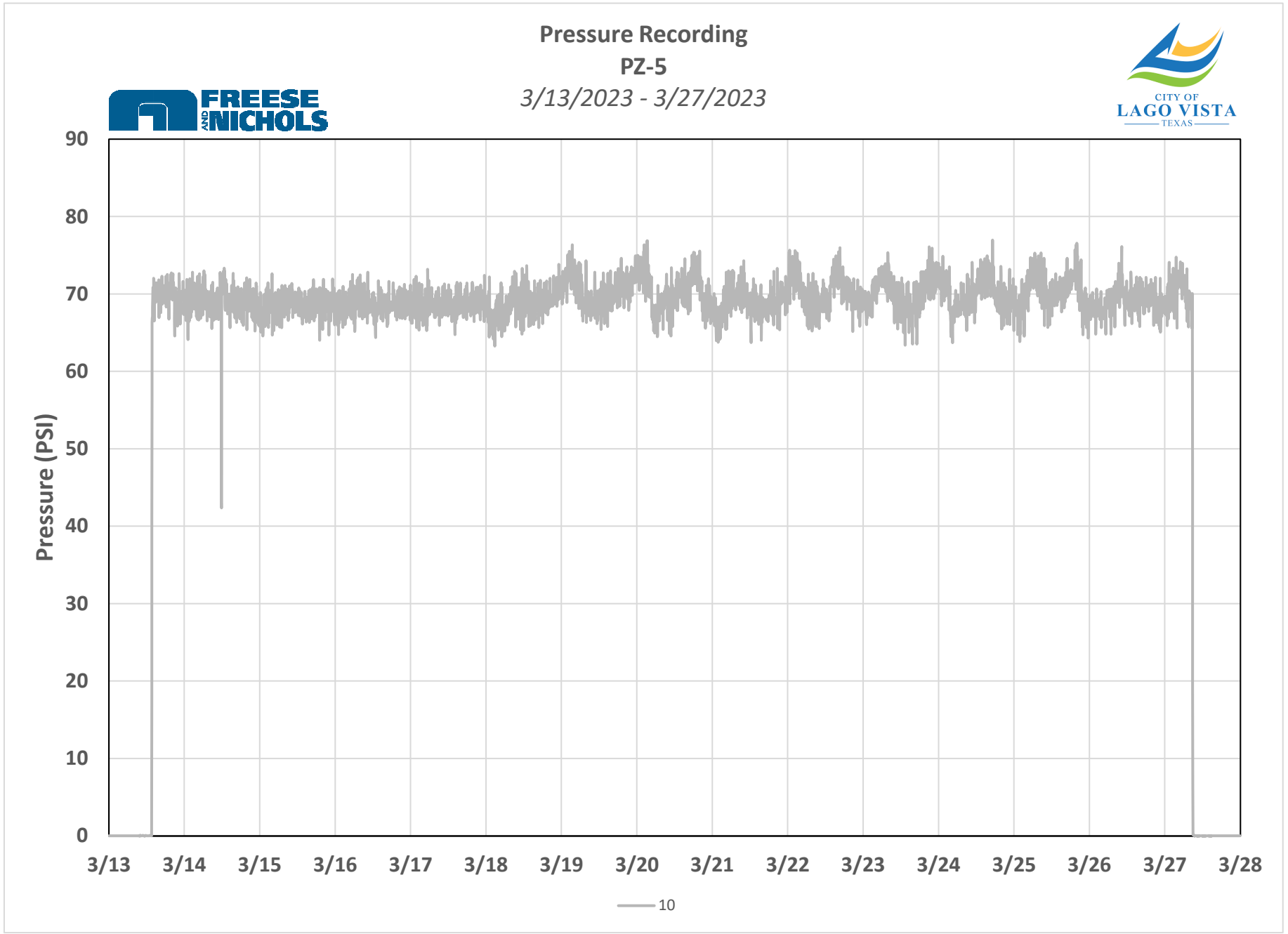
3/27
3/28
6
15


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
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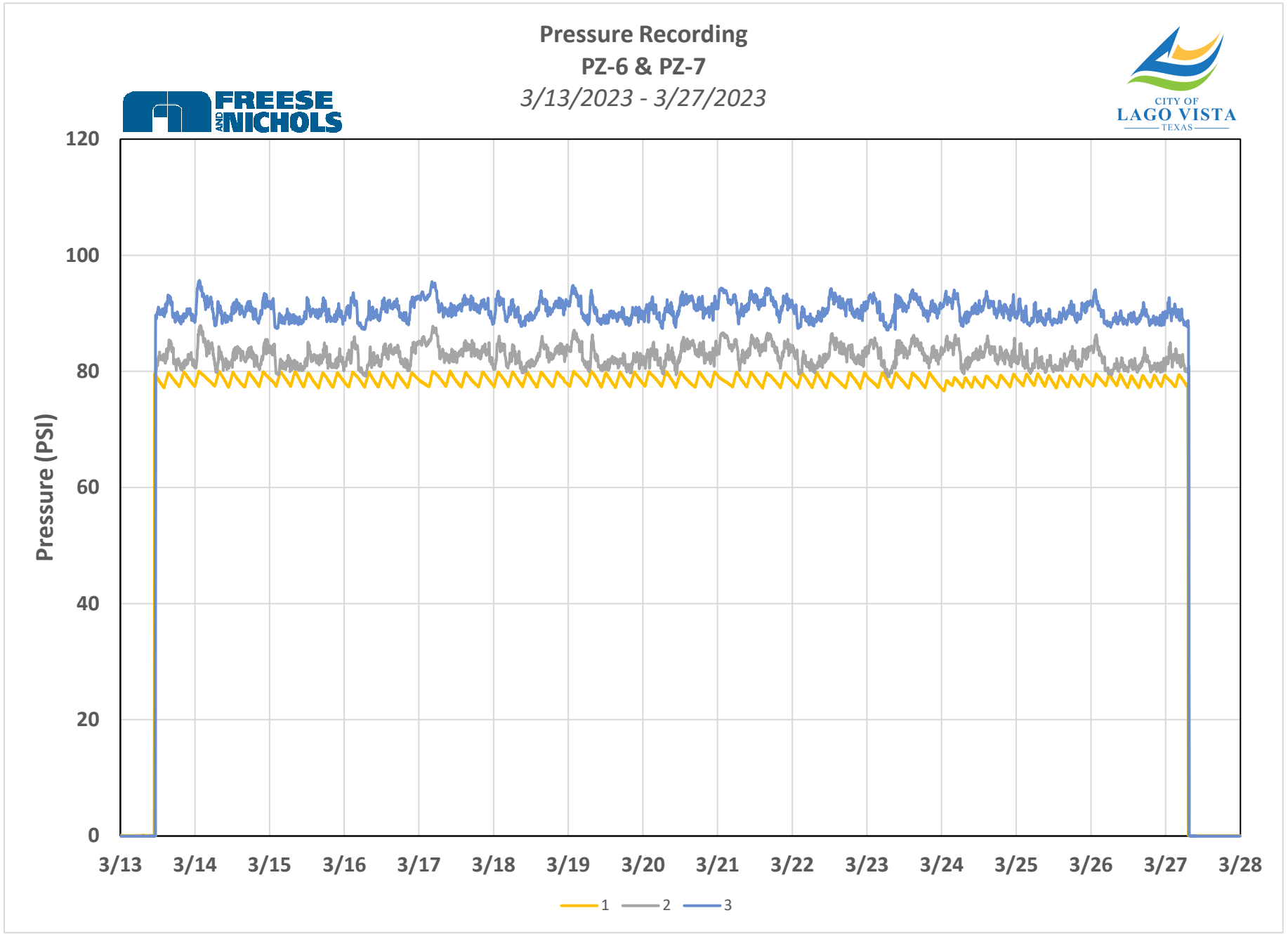
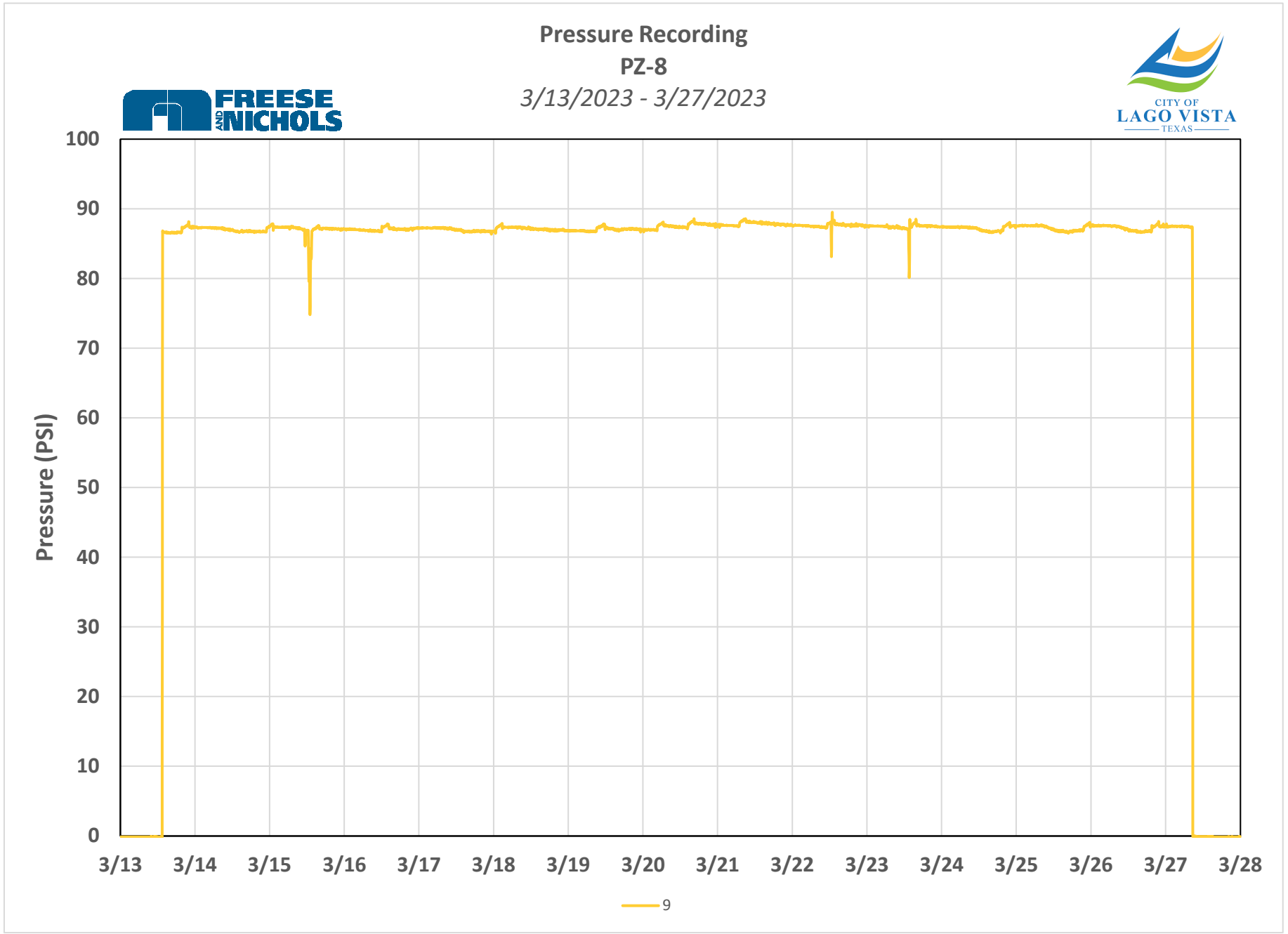
3/26
3/27
3/28
10


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
3/19
3/20
3/21
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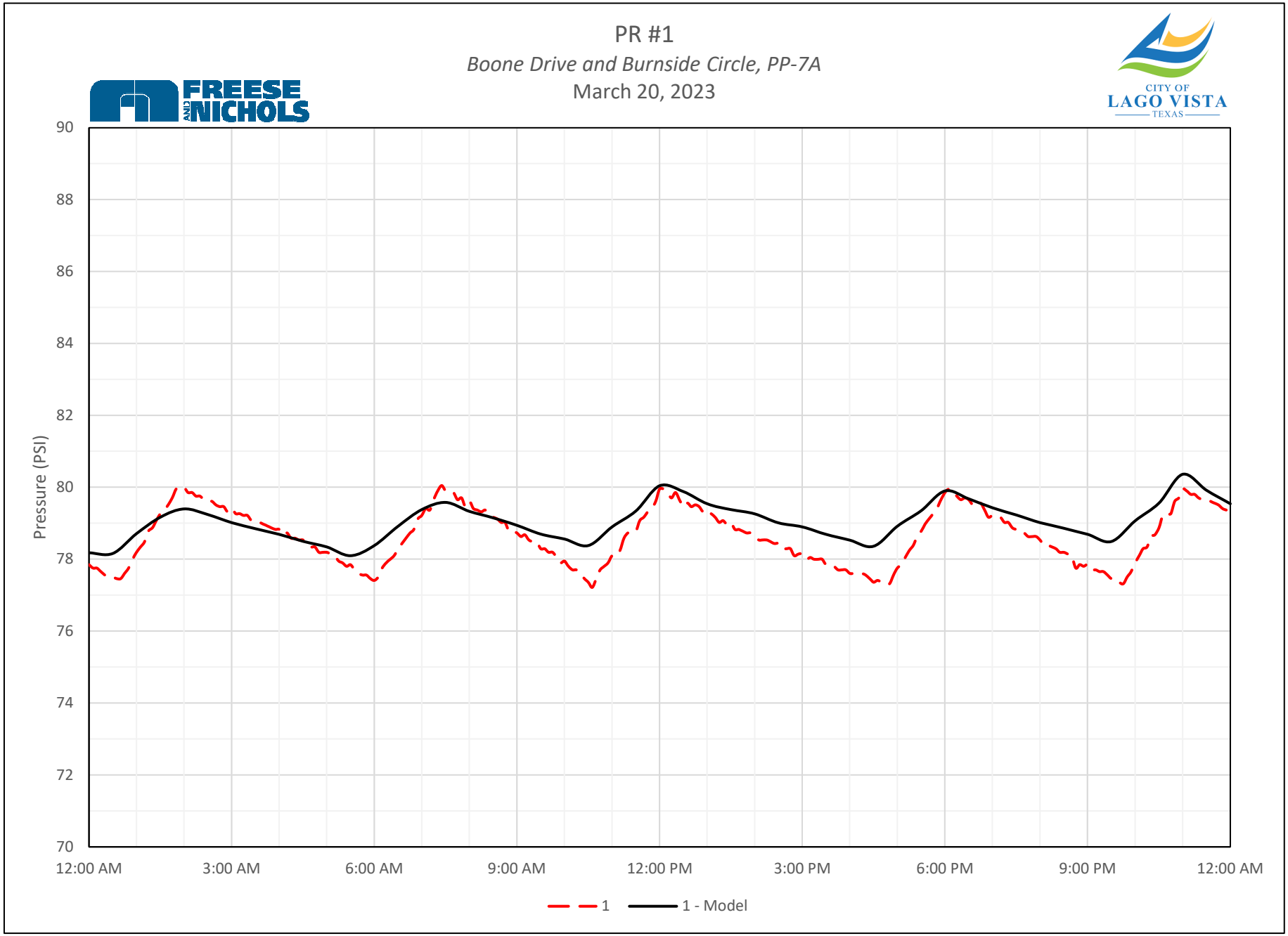
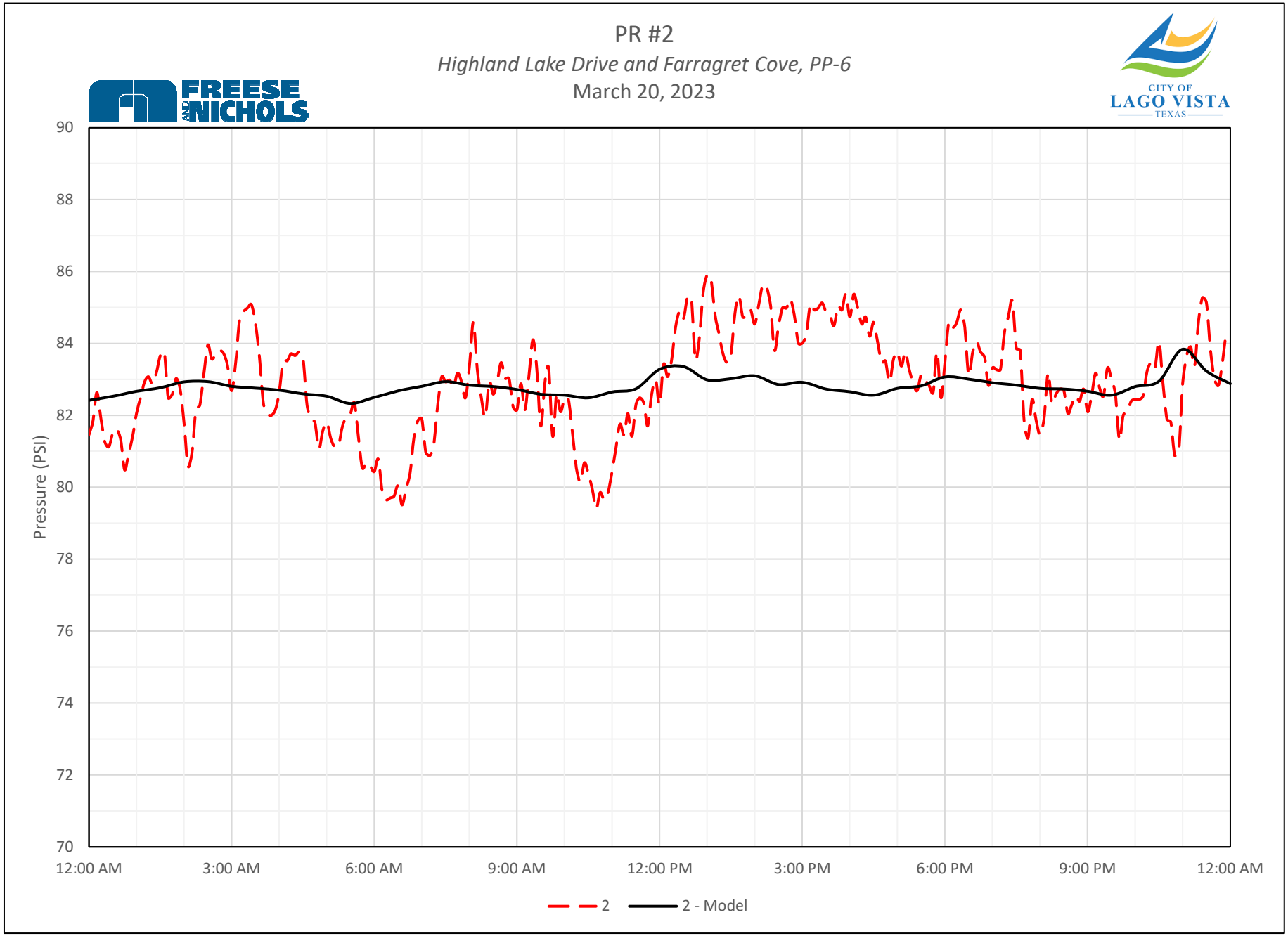
3/23
3/24
3/25
3/26
3/27
3/28
9

APPENDIX B
Hydraulic Water Model Calibration

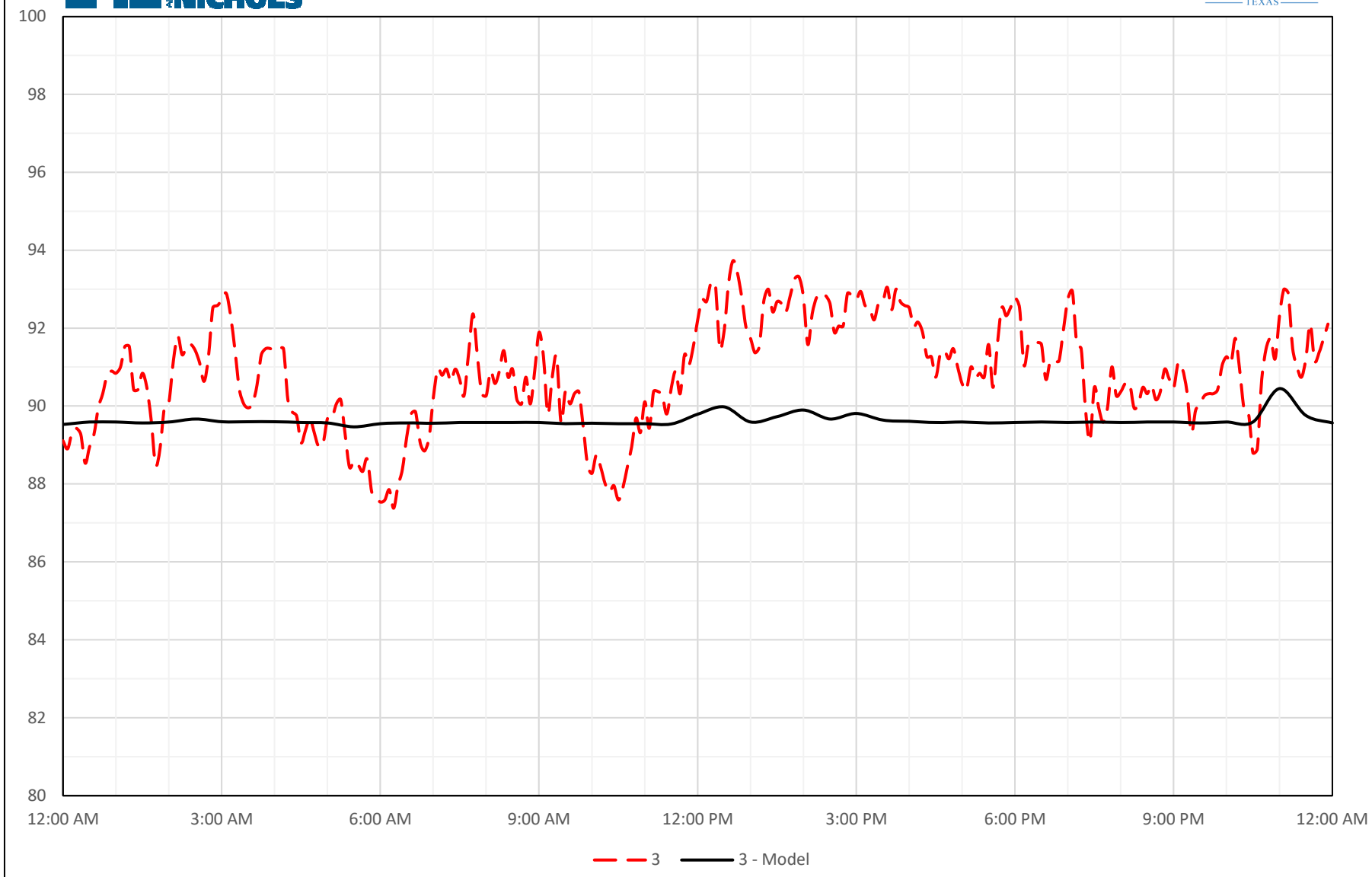

PR #1
Boone Drive and Burnside Circle, PP-7A
March 20, 2023
FREESE AND NICHOLS
CITY OF LAGO VISTA TEXAS
Pressure (PSI)
90
88
86
84
82
80
78
76
74
72
70
12:00 AM
3:00 AM
6:00 AM
9:00 AM
12:00 PM
3:00 PM
6:00 PM
9:00 PM
12:00 AM
1
1 - Model

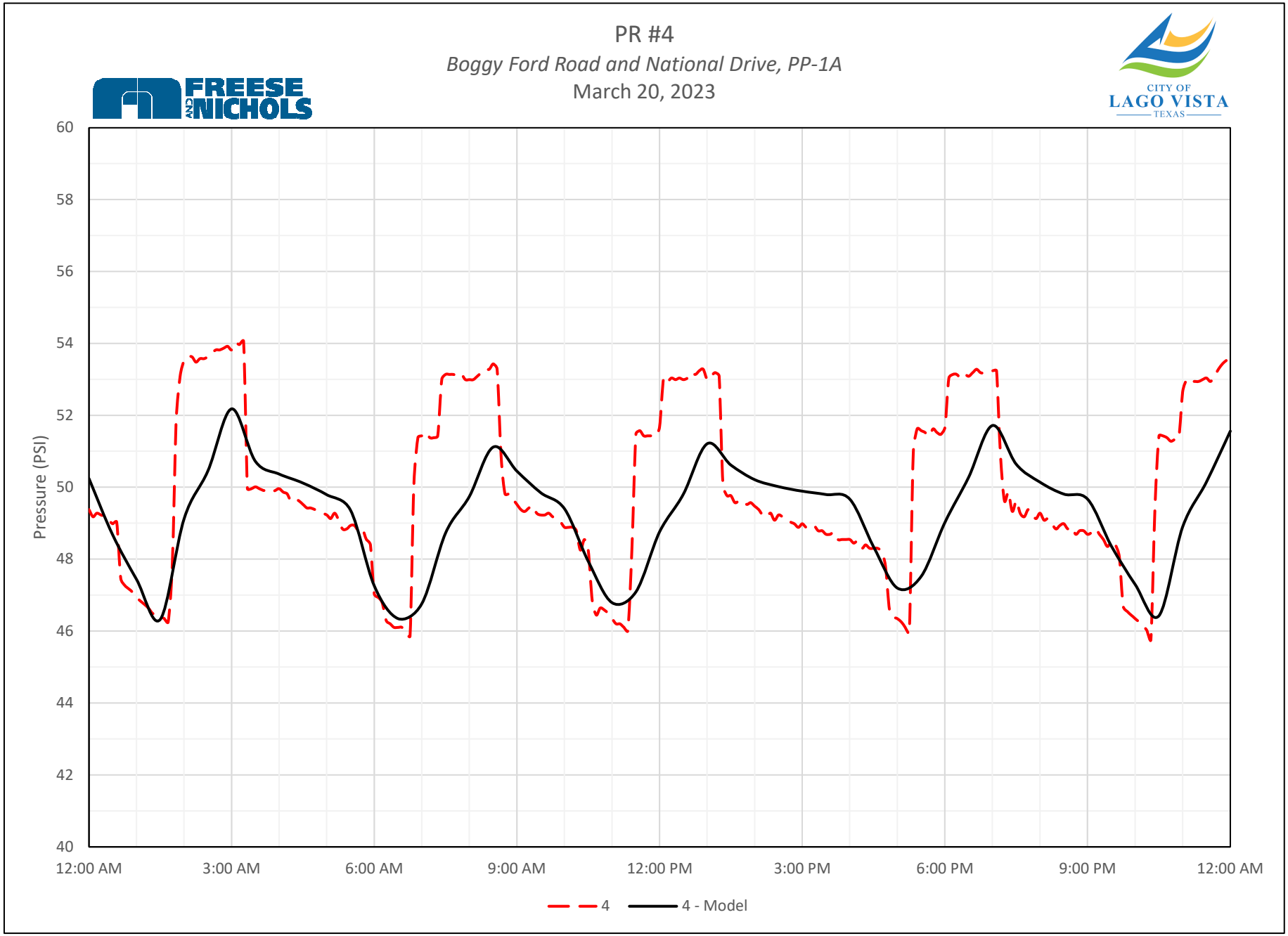

PR #2
Highland Lake Drive and Farragret Cove, PP-6
March 20, 2023
FREESE AND NICHOLS
CITY OF LAGO VISTA TEXAS
Pressure (PSI)
90
88
86
84
82
80
78
76
74
72
70
12:00 AM
3:00 AM
6:00 AM
9:00 AM
12:00 PM
3:00 PM
6:00 PM
9:00 PM
12:00 AM
2
2 - Model

PR #3

Patriot Drive and Truman Drive, PP-6

March 20, 2023

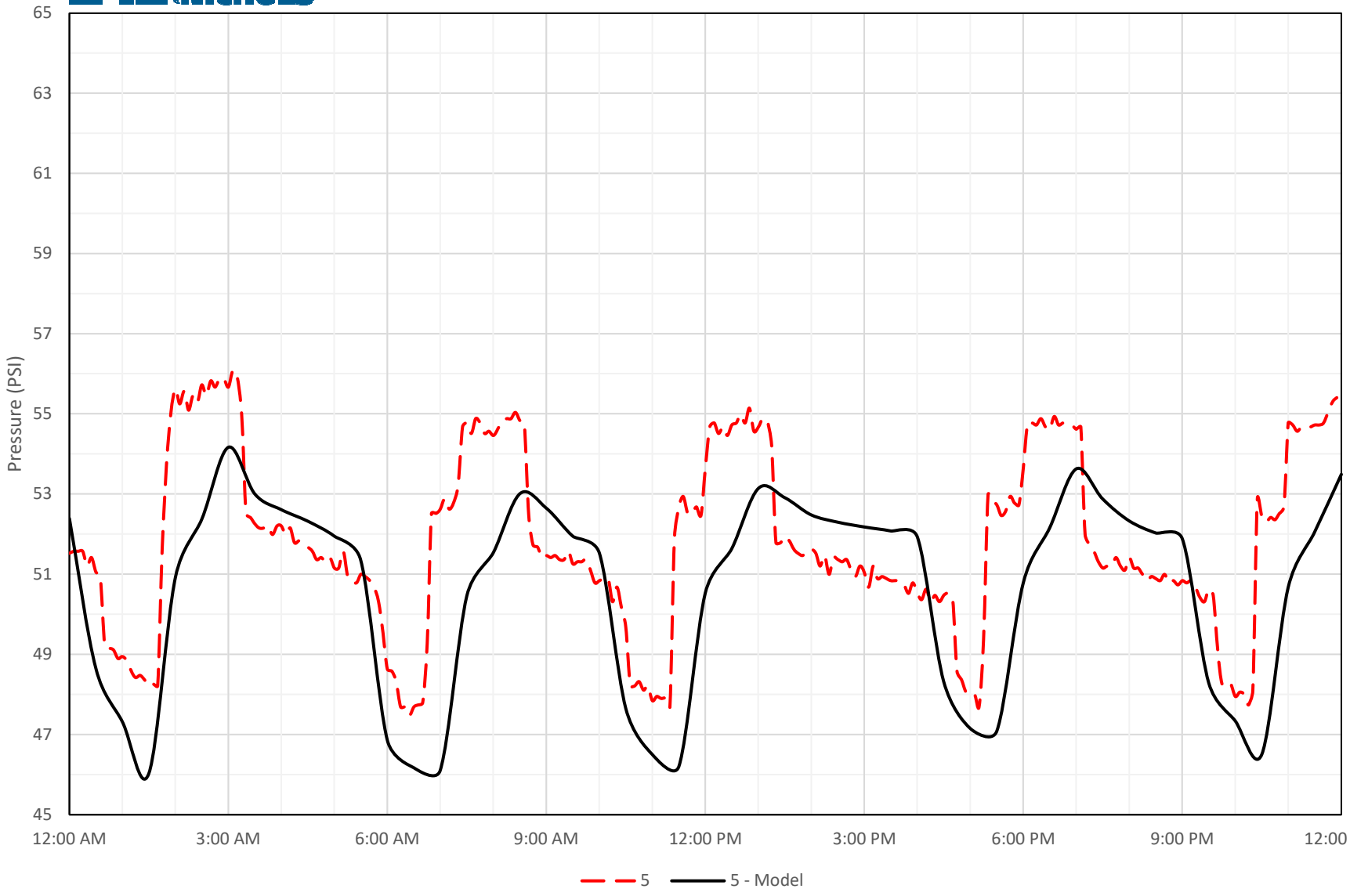



PR #4
Boggy Ford Road and National Drive, PP-1A
March 20, 2023
FREESE AND NICHOLS
CITY OF LAGO VISTA TEXAS
Pressure (PSI)
60
58
56
54
52
50
48
46
44
42
40
12:00 AM
3:00 AM
6:00 AM
9:00 AM
12:00 PM
3:00 PM
6:00 PM
9:00 PM
12:00 AM
4
4 - Model

PR #5

Thunderbird Street and Bonanza, PP-1A

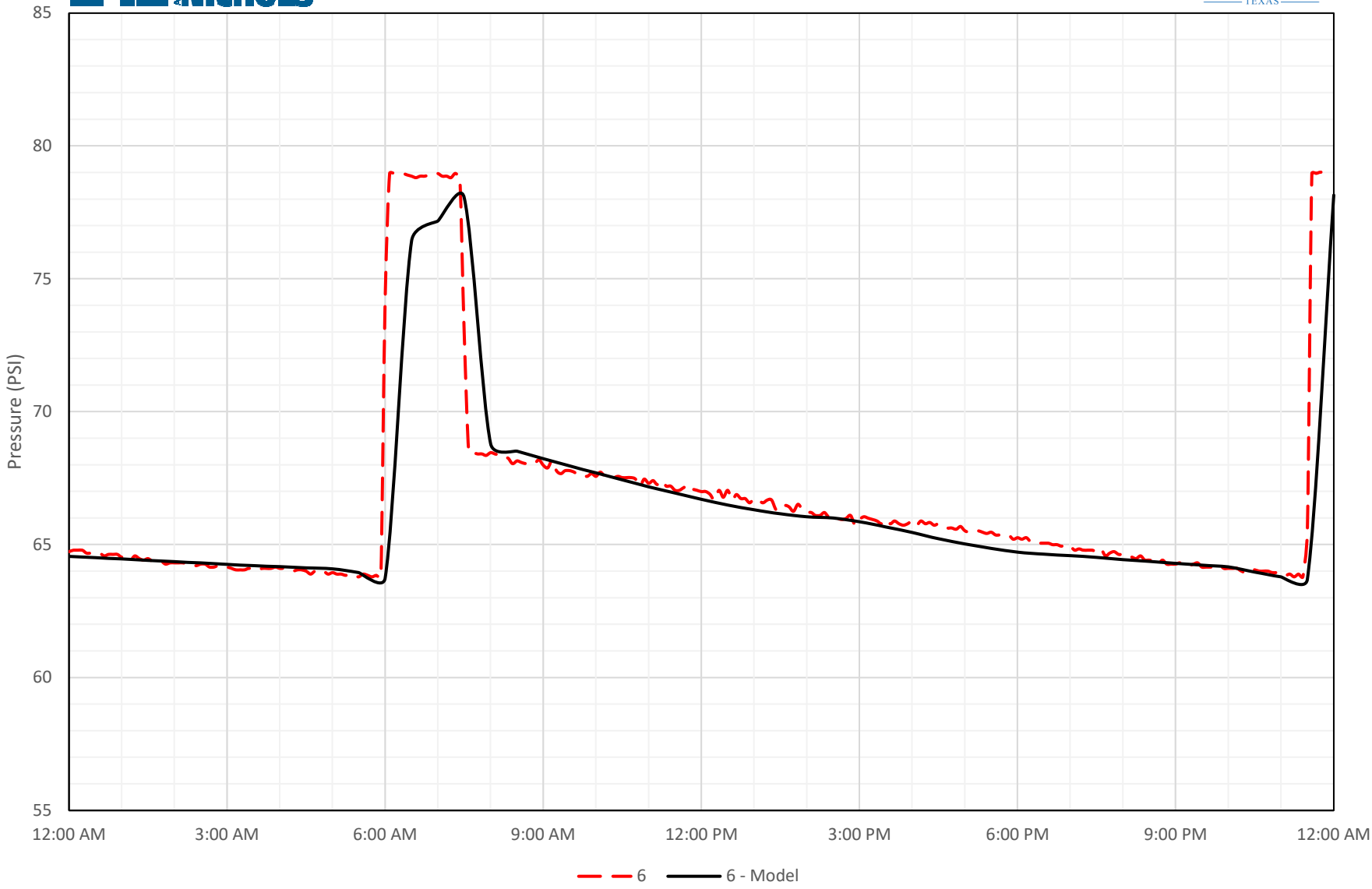
March 20, 2023



PR #6

20308 Dawn Drive, PP-4A

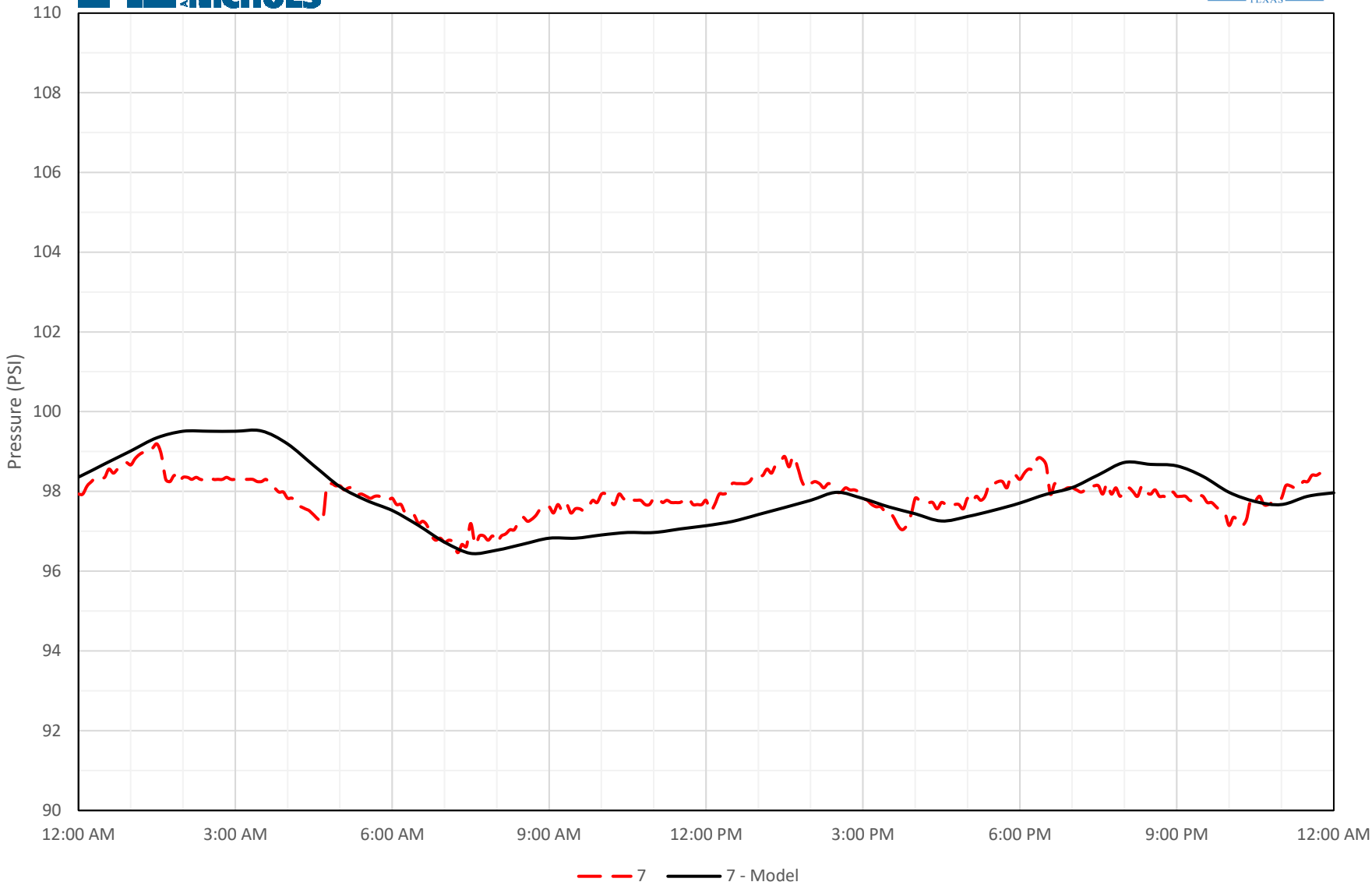
March 20, 2023



PR #7

Bar K Ranch Road and Ridgeview, PP-2A

March 20, 2023

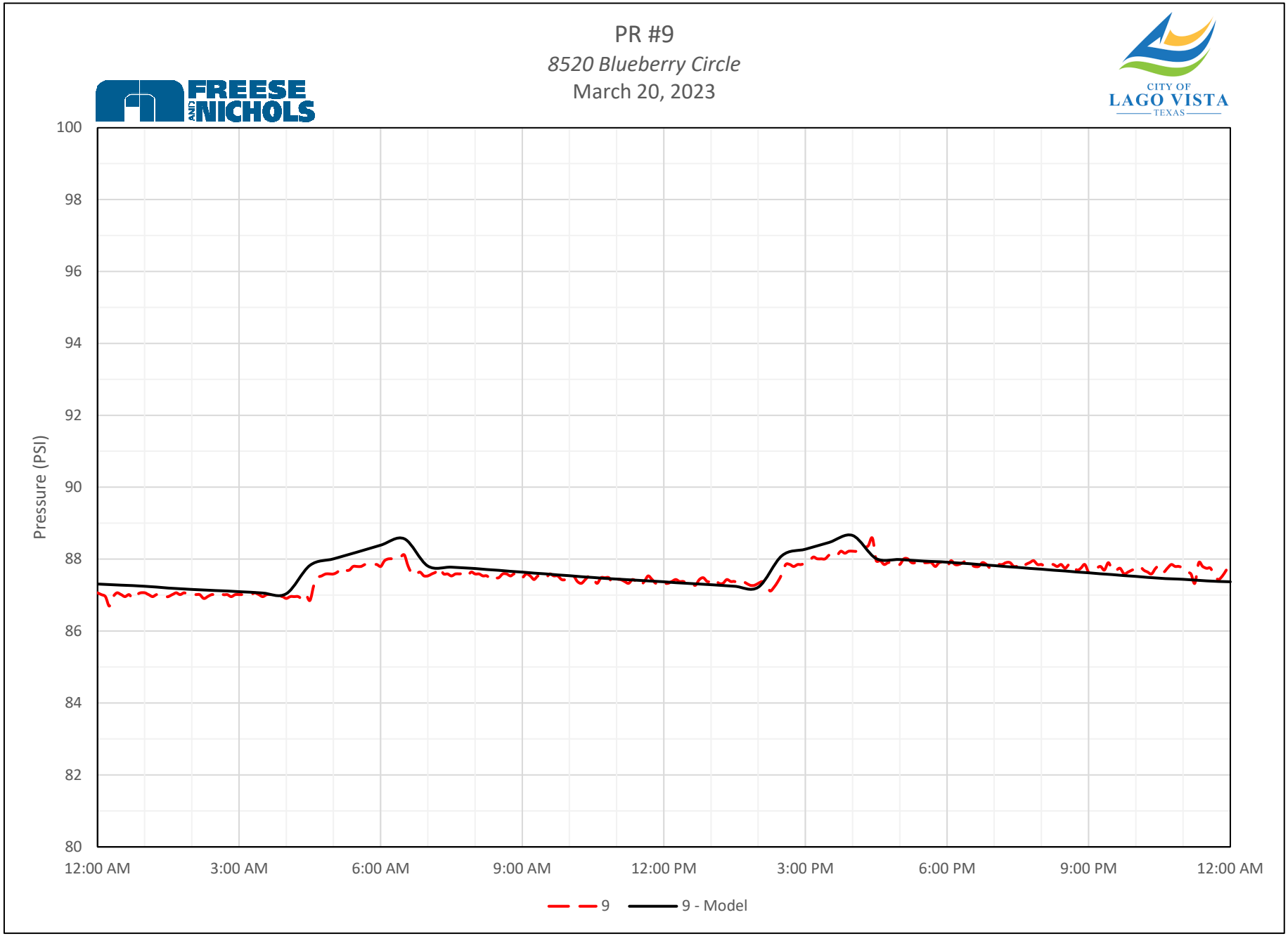


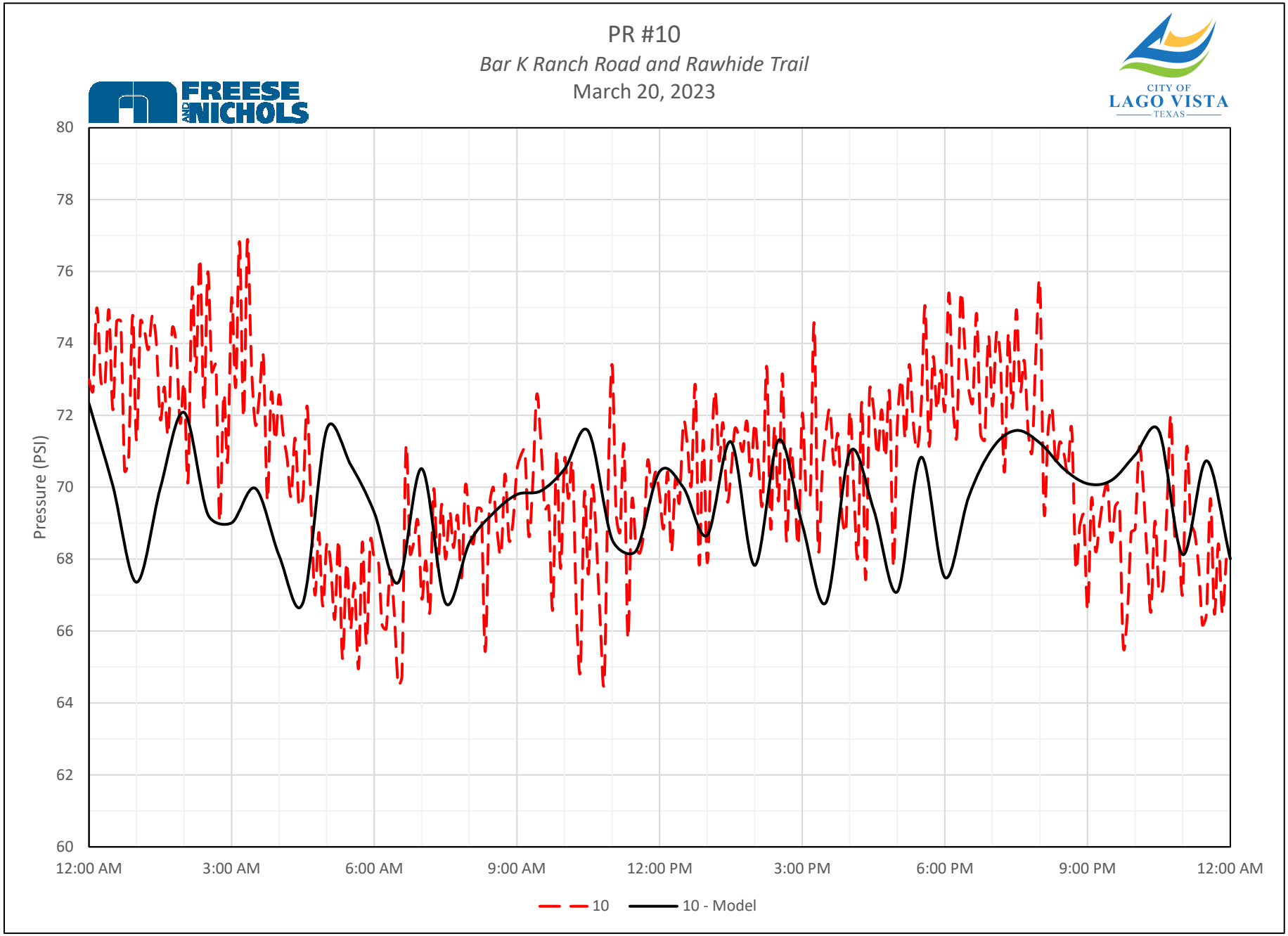
PR #8

Bar K Ranch Road and Chestnut

March 20, 2023




PR #9
8520 Blueberry Circle
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
9
9 - Model


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
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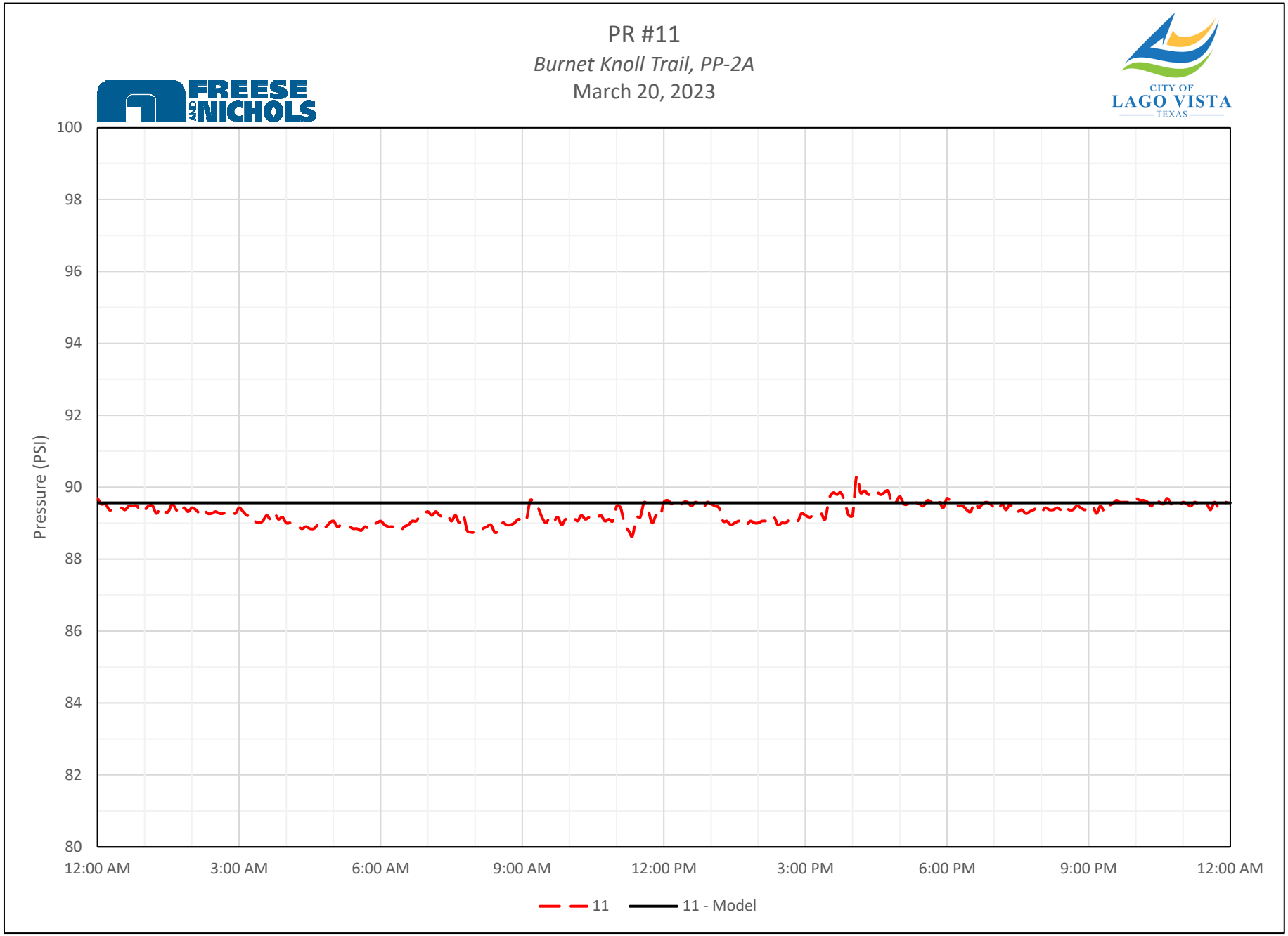
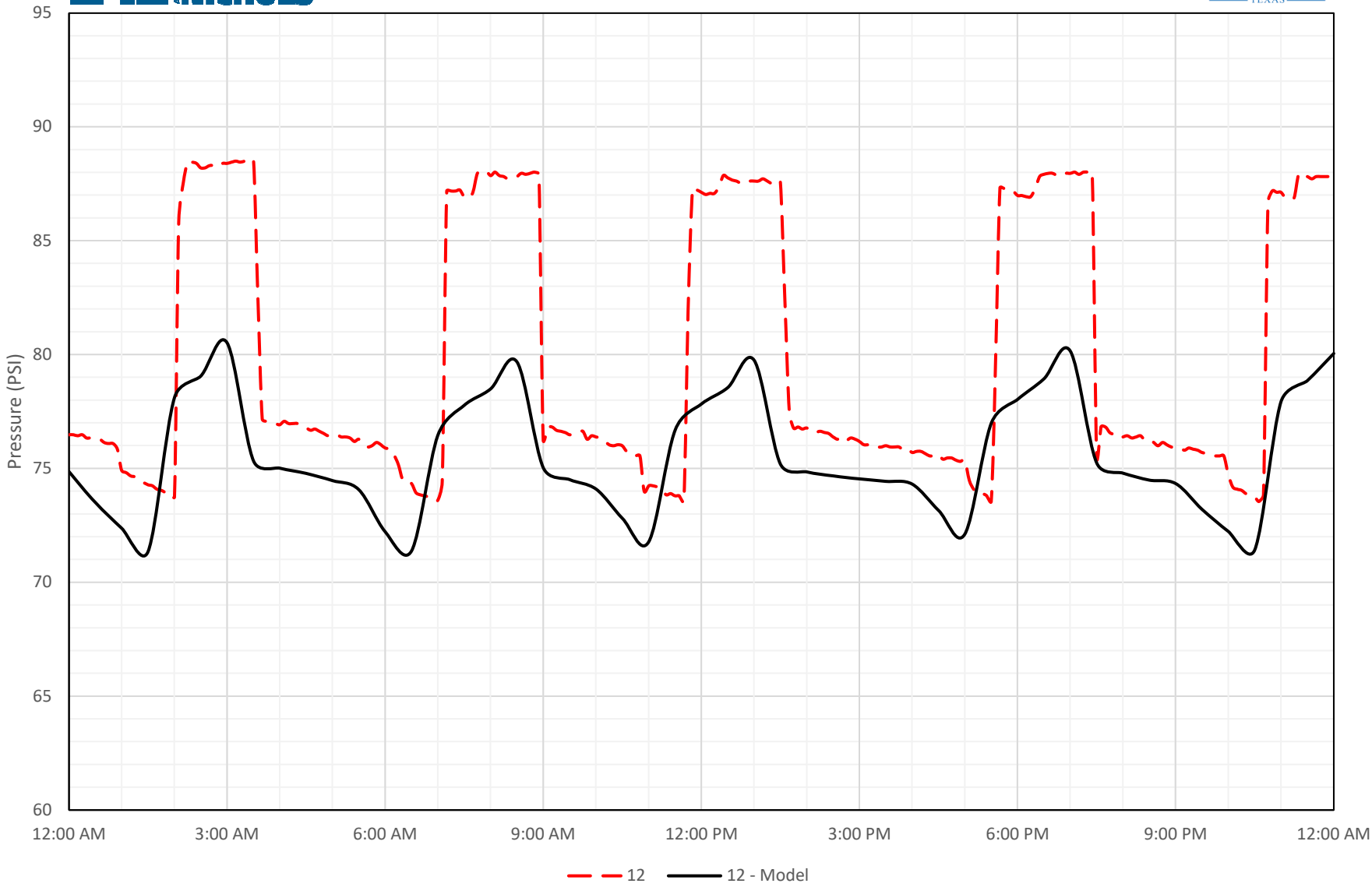
12:00 AM
10
10 - Model

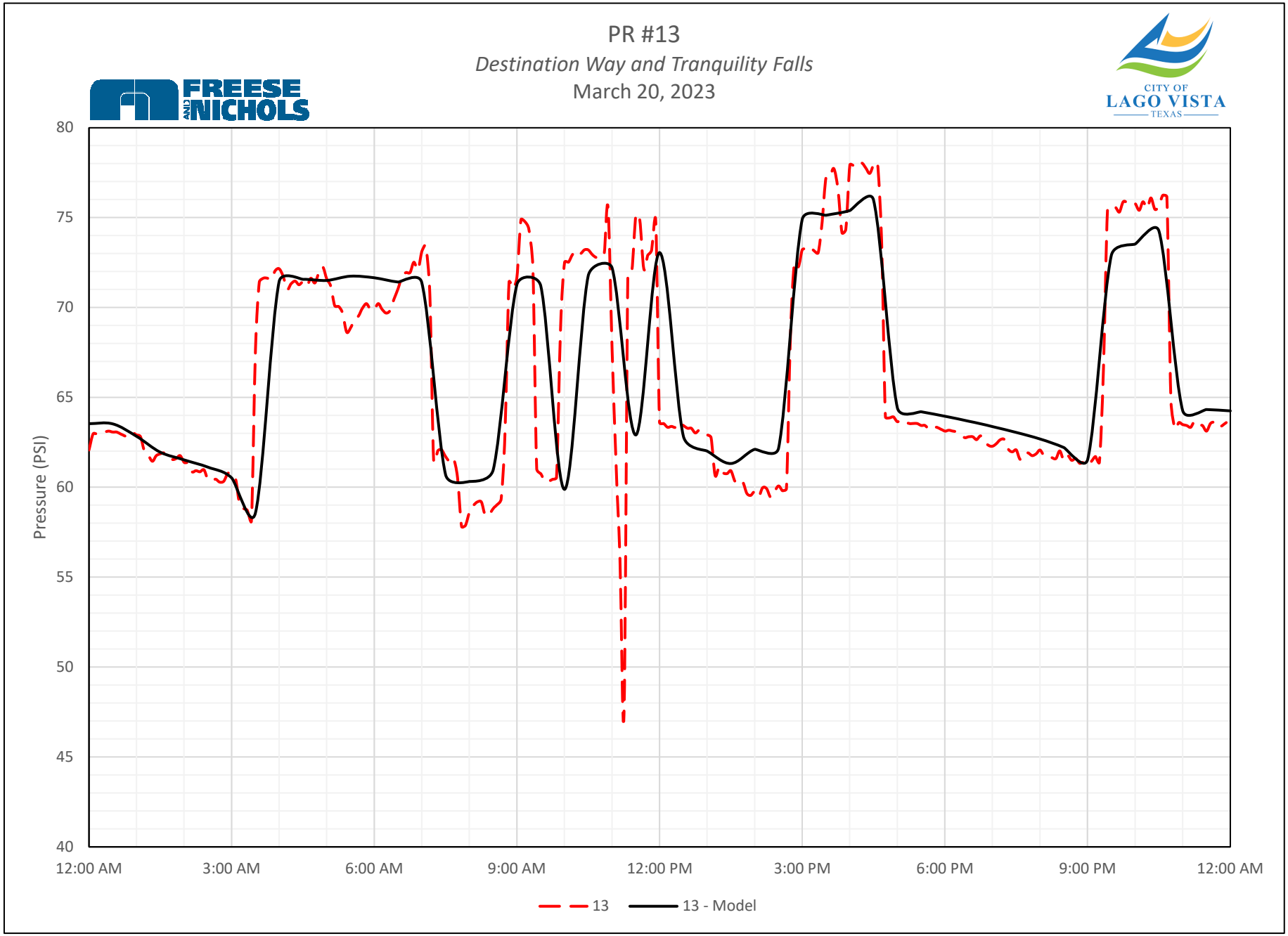

PR #11
Burnet Knoll Trail, PP-2A
March 20, 2023
FREESE AND NICHOLS
CITY OF LAGO VISTA TEXAS
Pressure (PSI)
100
98
96
94
92
90
88
86
84
82
80
12:00 AM
3:00 AM
6:00 AM
9:00 AM
12:00 PM
3:00 PM
6:00 PM
9:00 PM
12:00 AM
11
11 - Model

PR #12

Shoreline Ranch

March 20, 2023

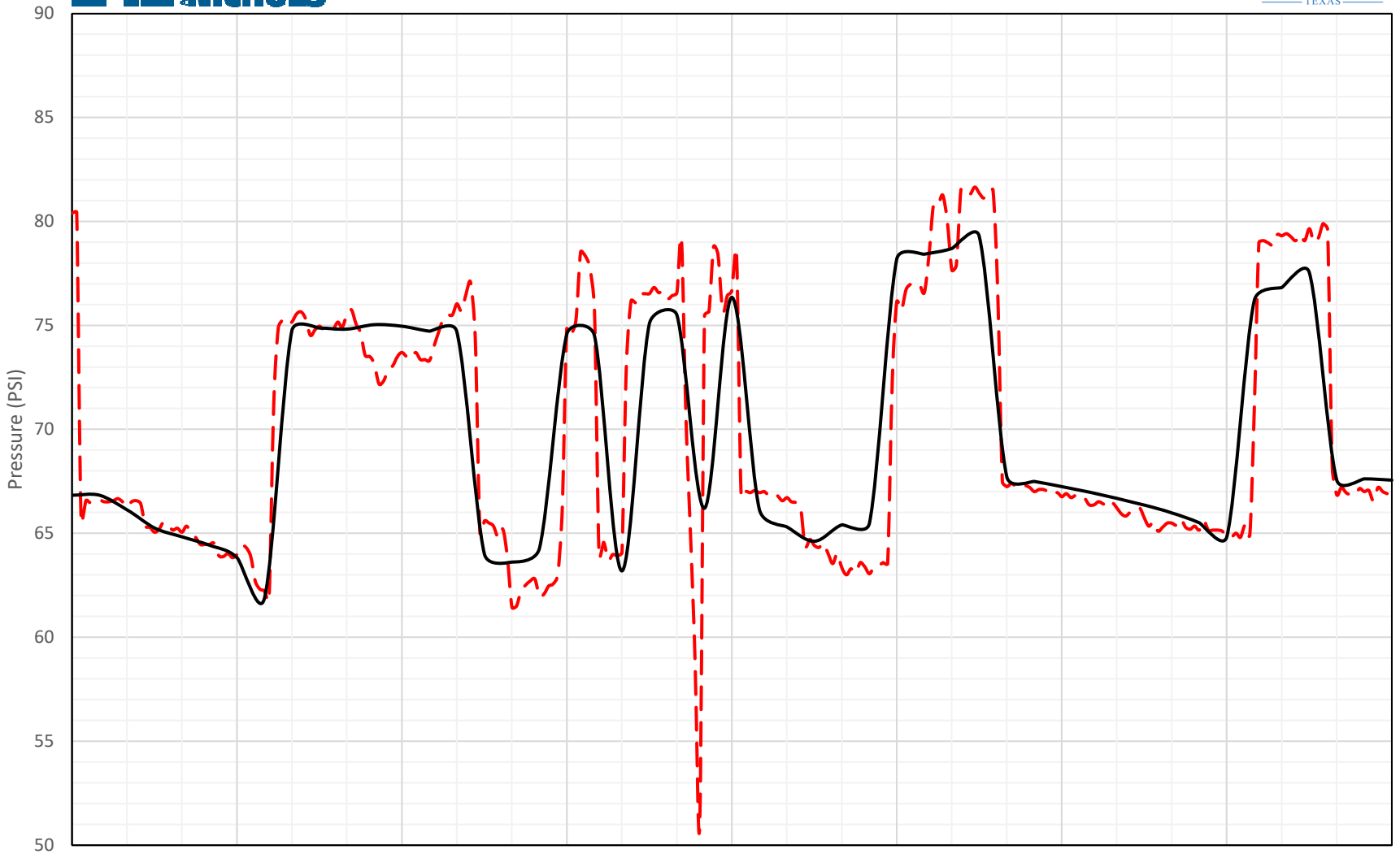


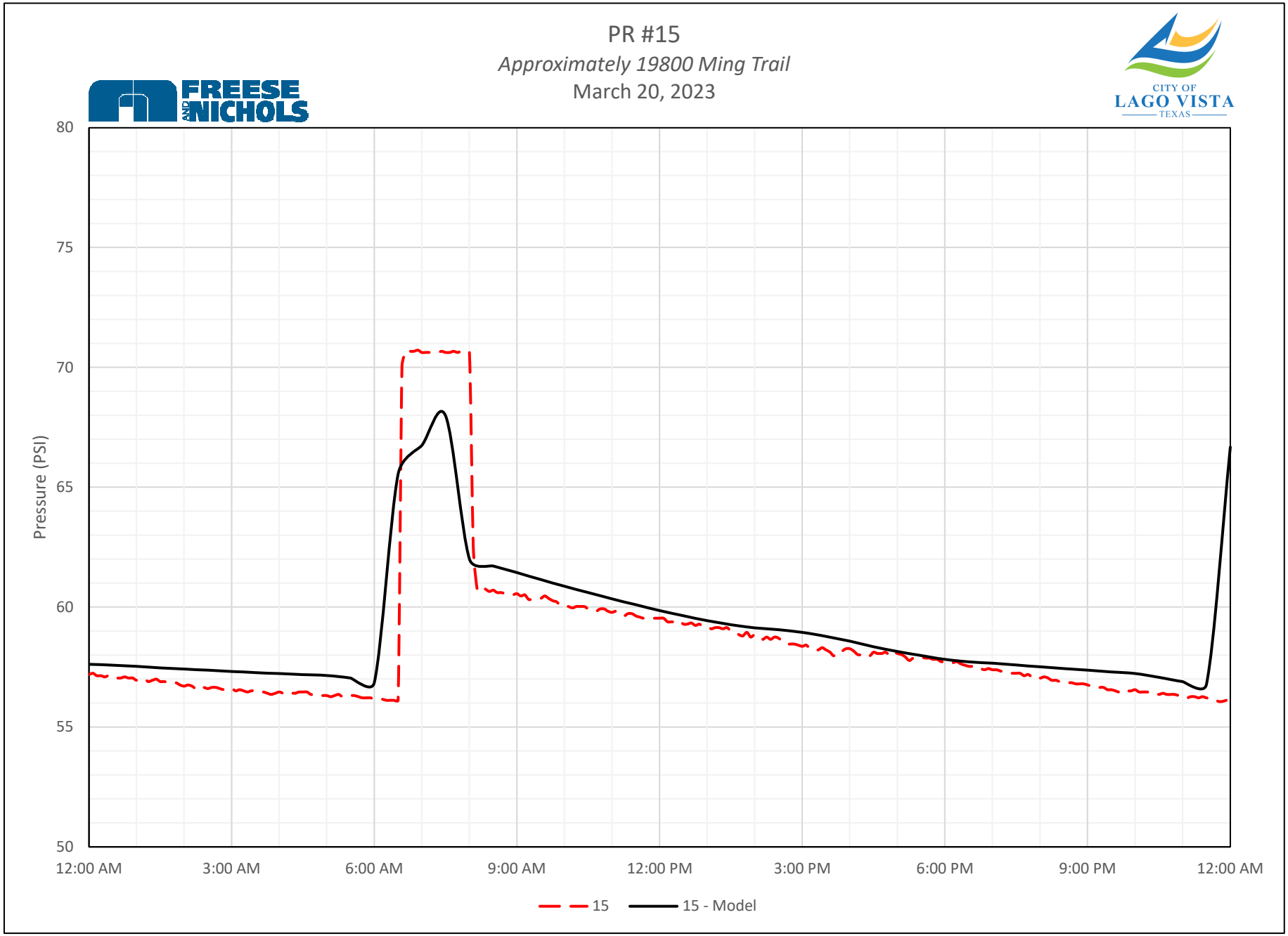

PR #13
Destination Way and Tranquility Falls
March 20, 2023
FREESE AND NICHOLS
CITY OF LAGO VISTA TEXAS
Pressure (PSI)
80
75
70
65
60
55
50
45
40
12:00 AM
3:00 AM
6:00 AM
9:00 AM
12:00 PM
3:00 PM
6:00 PM
9:00 PM
12:00 AM
13
13 - Model

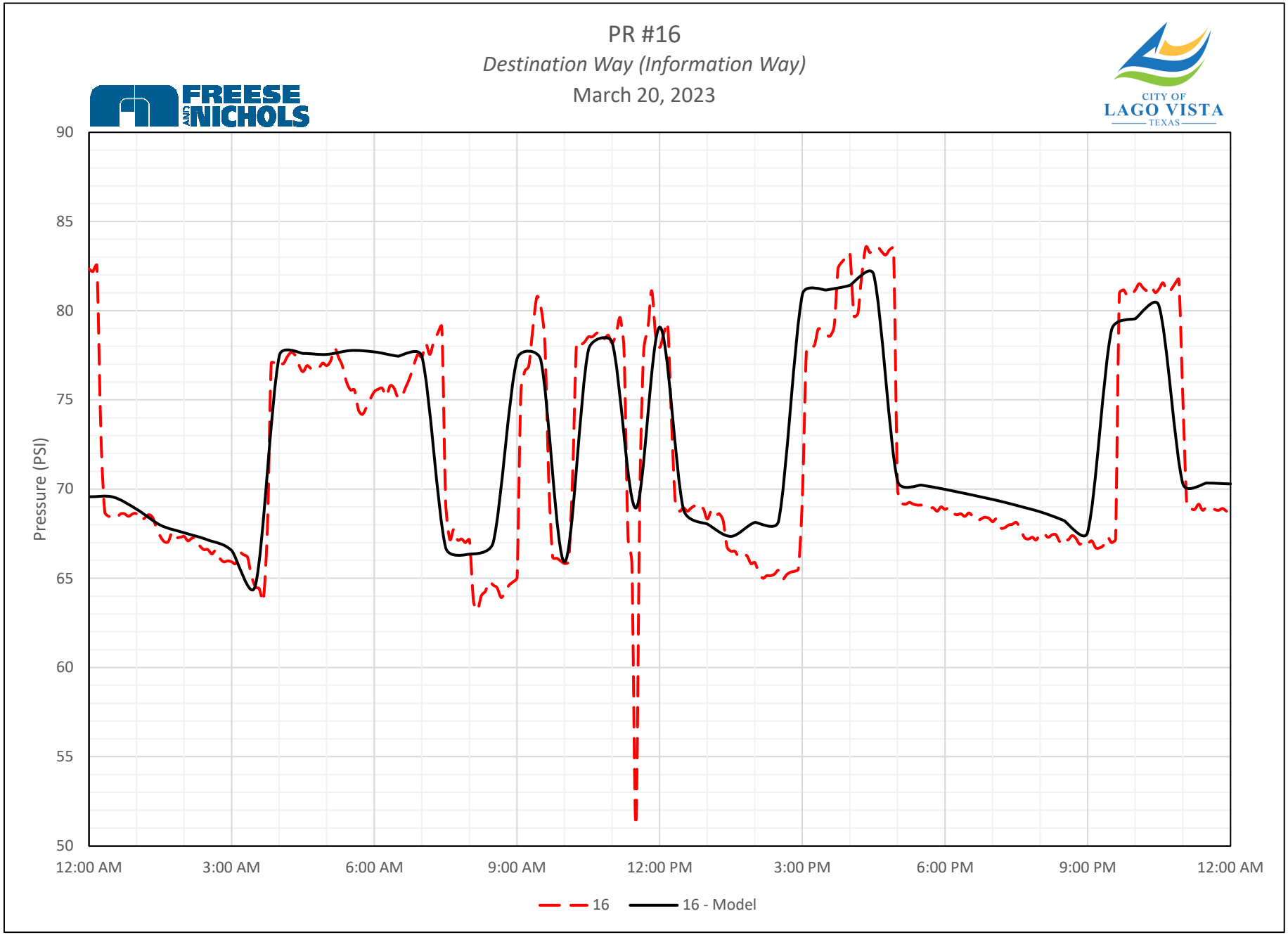
PR #14

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	$ 38,974,700
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	**$ 57,906,000**
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	**$ 174,057,000**

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.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	4.0 MGD WTP3 Expansion	4,000,000	Gal	$ 4.50	$ 18,000,000
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:	**$ 26,070,000**
		CONTINGENCY		30%	$ 7,821,000
				SUBTOTAL:	**$ 33,891,000**
		ENG/SURVEY		15%	$ 5,083,700
				SUBTOTAL:	**$ 38,974,700**
				Estimated Project Total:	**$ 38,974,700**

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. 7

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 6, 2025

SUBMITTED BY: Councilor Benefield, City Council

SUBJECT: Discussion, consideration, and possible action regarding **Ordinance No. 2025-02-06-01** establishing Quarterly Vacancy and Recruitment Status Reporting Requirements.

BACKGROUND: The City Council recognizes the importance of maintaining transparency and oversight in the City's hiring processes and staffing decisions. Regular reporting of vacancies and recruitment efforts supports effective planning and ensures appropriate resource allocation across all City departments.

FINDINGS: The proposed ordinance would establish a quarterly reporting system that:
Establish Purpose:
• Support informed decision-making regarding staffing
• Enhance transparency in hiring processes
• Enable better long-term workforce planning
• Provide consistent tracking of departmental needs

Implementation Guidelines:
• Quarterly reports presented by City Manager
• Initial report due February 20th, 2025
• Comprehensive listing of all vacant positions
• Details on recruitment status and timeline
• Public presentation during Council meetings

Constitutional Compliance:
• Reports will be publicly accessible
Included in Council agenda packets
• Posted on City website
• Non-discriminatory in nature

FINANCIAL IMPACT: N/A

ATTACHMENTS:
Vacancy Ordinance.pdf

ORDINANCE NO. 2025-02-06-01

AN ORDINANCE OF THE CITY OF LAGO VISTA, TEXAS ADOPTING QUARTERLY VACANCY AND RECRUITMENT STATUS REPORTING REQUIREMENTS.

WHEREAS, the City of Lago Vista, Texas, is a Home Rule City, chartered in 1984, and located in Travis County; and

WHEREAS, the City Council of the City of Lago Vista recognizes the importance of maintaining appropriate staffing levels across all City departments; and

WHEREAS, regular reporting of vacancies and recruitment efforts supports effective oversight and planning; and

WHEREAS, transparency in hiring processes serves the public interest.

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

SECTION 1. The City Council hereby finds that the recitals set forth above are true and correct and are incorporated into this Ordinance as if written herein.

SECTION 2. The City Council of the City of Lago Vista hereby adopts the following reporting requirements:

(A.) The City Manager shall prepare and present to the City Council a comprehensive Vacancy and Recruitment Status Report on a quarterly basis.
(B.) The initial report shall be presented at the regular City Council meeting on February 20th, 2025.
(C.) Subsequent reports shall be presented at the first regular City Council meeting of each quarter thereafter.

SECTION 3. REPORT CONTENTS

The Vacancy and Recruitment Status Report shall include, at minimum:

(A.) A comprehensive list of all vacant positions within all City departments, including but not limited to:

(1.) City Manager
(2.) City Attorney
(3.) Judges
(4.) Lago Vista Golf Course
(5.) City Administration
(6.) Police Department
(7.) City Secretary
(8.) Human Resources

(9.) Public Library

(10.) Parks and Recreation

(11.) Information Technology

(12.) Public Works and City Engineer

(13.) Development Services

(14.) Economic Development

(15.) Finance

(16.) Any additional applicable positions

(B.) For each vacant position:

(1.) Position title

(2.) Department

(3.) Length of vacancy

(4.) Current status of recruitment efforts

(5.) Anticipated timeline for filling the position

(C.) Prioritization criteria being used for filling positions.

(D.) Recruitment strategies being employed.

(E.) Any challenges or barriers to filling positions.

SECTION 4. PUBLIC PRESENTATION AND ACCESSIBILITY

(A.) The City Manager shall present the Vacancy and Recruitment Status Report during the regular City Council meeting as a formal agenda item.

(B.) All Vacancy and Recruitment Status Reports shall be included in the City Council agenda packet.

(C.) Reports shall be made available on the City's website within five (5) business days of presentation to the Council.

SECTION 5. The City Manager or their designee is authorized to implement and enforce the requirements as described herein, ensuring compliance.

SECTION 6. This Ordinance shall take effect and be in full force from and after its adoption, and all ordinances of the City Council of the City of Lago Vista in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED, this 6th day of February 2025.

CITY OF LAGO VISTA, TEXAS

_____

Kevin Sullivan, Mayor

ATTEST:

_____
Maria Franco, City Secretary

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

AGENDA ITEM NO. 8

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 6, 2025

SUBMITTED BY: Councilor Benefield, City Council

SUBJECT: Consider and take appropriate action on **Ordinance No. 2025-02-06-02** amending Chapter 6, Article 6.200, Section 6.212 of the Lago Vista Code of Ordinances regarding Oak Wilt Control. (Councilor Benefield)

BACKGROUND:

Disease Overview and Impact:
Oak wilt, caused by the fungus Bretziella fagacearum, is one of the most destructive tree diseases in the United States. It invades and disables the water-conducting system in oaks, leading to rapid mortality.
Key elements include:
Disease Characteristics:
Spreads through both above-ground (beetle) and below-ground (root) transmission
Moves 50-100 feet per year through interconnected root systems
Particularly aggressive in Central Texas due to alkaline soil conditions
Â
Species Impact and Mortality Rates:
Red Oaks: 100% mortality rate, no effective treatment, critical in establishing new infection centers
Live Oaks: Only 15% survival rate without treatment, death within 3-6 months, vulnerable due to interconnected roots
White Oaks: Show some tolerance but remain vulnerable
Economic and Municipal Impact:
Property value decreases of 15-20% directly reduce property tax revenue
Texas Tax Code allows reappraisal for oak wilt damage as casualty loss
Permanent value reduction until new trees mature (40+ years)
Treatment, removal, replacement, and increased energy costs strain budgets
Environmental and Aesthetic Impact:
Rapid mortality rates decimate oak populations, permanently altering neighborhood character and tree canopy
Reduced shade cover increases urban heat island effect and

energy consumption
Disrupted ecosystems affect wildlife habitats, biodiversity, and overall environmental health
Decline in mature trees diminishes the distinct character and natural beauty of Lago Vista
Public Safety Risks:
Dead and dying trees pose falling hazards to people, property, and infrastructure
Increased wildfire risk from dead vegetation and fuel load accumulation
Weakened trees susceptible to secondary pests and diseases, compounding tree mortality
Hazardous conditions strain city services and emergency response resources
Timing and Urgency:
High-risk season begins February through June during peak beetle activity

Prevention measures must be in place before risk period as treatment is less effective once infection occurs
Local environmental factors like alkaline soils, interconnected roots, and dense oak populations increase risk
CURRENT ORDINANCE LIMITATIONS:
30-day response window exceeds disease progression rate
Limited jurisdiction, enforcement, prevention protocols, and public education
PROPOSED AMENDMENTS:
Enhanced Prevention Protocols:
Mandatory next-day reporting by tree services
Expanded sterilization options and treatment standards
Comprehensive wound care and equipment cleaning requirements
Jurisdiction and Enforcement:
Extension to ETJ properties and reduced 14-day response time
Fines up to $500 per tree for owners, $1000 for contractors with progressive enforcement
Strict liability for noncompliant contractors and remediation requirements
Contractor Regulations:
Mandatory licensure for oak wilt service providers
Priority legal status for oak wilt cases
Interdepartmental Coordination:
Designated Oak Wilt Response Coordinator
Ongoing staff training across departments
Collaborative mapping and monitoring
Comprehensive Public Education Program:
Electronic and physical outreach campaign
Training for professionals
Cooperation with neighborhood associations and LVPOAs

FINDINGS: Oak wilt, a devastation fungal disease, has reached epidemic proportions in Central Texas, killing thousands of acres of oak trees across 79 counties including our region. It presents an immediate threat to Lago Vista's urban forest and has far-reaching implications for our tax base, public safety, environmental health, and community character. The proposed ordinance amendments strengthen our prevention and control measures while also providing options for homeowners to treat infected trees instead of removing them, all before the high-risk period begins in February.

FINANCIAL IMPACT: Minimal immediate costs with previously approved road signs. Prevention measures are expected to protect the tax base and reduce long-term costs for the city and property owners, Proactive management is significantly more cost-effective than post-infection treatment and tree removal.

RECOMMENDATION: Recommends approval of the proposed amendments to strengthen oak wilt prevention measures and establish a comprehensive management framework before the February 2025 high-risk period begins. These proactive steps are critical to protecting the health, safety, and vitality of our community.

ATTACHMENTS:
Oak Wilt - Final Draft (01_27_2025).PDF
Oak Wilt Chapter 10.PDF
2025-01-14 _ Oak Wilt Presentation _ aTm _ Forest Service.pdf
Oak Wilt Ordinance (01_27_2025).PDF
Oak Wilt (Redline 01_27_2025).PDF
Oak Wilt - KLVB - Support.PDF

EXHIBIT "A"
Sec 6.212 Oak Wilt Control

(a) Purpose. The provisions of this article are deemed to be necessary to promote the health, safety, and general welfare of the residents of the City.

(b) Definitions. Words used and not defined in this article shall have their ordinarily accepted meaning. For the purpose of this article, the following words and phrases shall have the meaning respectively ascribed to them by this section:

Diseased Trees. All Oak Trees infected with oak wilt disease which are dead or partially alive but infected with such disease.

Forester. Any individual qualified in the area of urban forestry, botany or horticulture employed or engaged by the City including but not limited to representatives of the Texas A&M Forestry Service, Travis County or other agency.

Public Nuisance. All Oak Trees that are infected with Oak Wilt Disease are hereby declared and determined a public nuisance.

Contractor. Any person, firm, or corporation engaged in the business of tree trimming, removal, or treatment for compensation.

Live Oak Mott. A group of live oak trees connected via a shared root system, typically extending up to 200 feet.

(c) Abatement of Nuisance by Owner of Property.

(1) All Oak Trees that are infected with Oak Wilt Disease, and all other trees and wood diseased with Oak Wilt Disease are hereby declared and determined to be a public nuisance.

It shall be unlawful for an owner of any property within the City, or its Extraterritorial Jurisdiction, to permit or maintain on such lot or parcel any diseased RED OAK TREE which is a public nuisance as defined herein. Red Oak Trees should be removed if infected or suspicious of infection. It shall be the duty of the owner, within thirty (30) calendar days from notice given under subsection (f) below to cause the diseased red oak trees to be removed and destroyed in compliance with City guidelines. Such removal and destruction shall be completed under the supervision and direction of the City or by the property owner in accordance with section (h).

(2) Should the property owner fail to abate the public nuisance within thirty (30) calendar days following the receipt of notification, the City shall have the right to cause the removal and destruction of the diseased red oak trees. The full cost of such removal and destruction shall be assessed to the owner of the property. Should the property owner fail to pay the City within thirty (30) days from the date of demand, the City may at its discretion file a lien against the property in the amount of all costs incurred by the City plus interest. The assessment of expenses and lien shall follow the procedures established in Chapter 342 of the Texas Health and Safety Code.

(d) Enforcement. The City Manager or their designee is charged with the enforcement of this article and shall perform the duties as set forth herein. The County is also authorized and requested to enforce this article within the City. The City Manager or their designee shall coordinate and cooperate with the forester to the fullest reasonable extent.

(e) Inspections. Save and except as provided herein, permission of the owner, occupant, or person in control of any premises shall be necessary for entry onto the subject premises by city personnel or forester pursuant to this article. If such entry is requested and refused, and the City or forester has probable cause to believe there exists on the subject premises a public nuisance, the City code enforcement official or forester shall go before a municipal court judge of the City and request a search warrant. The purpose of that warrant shall be to determine the presence of a public nuisance and to obtain such specimens of trees as are required for the purposes of analysis to determine whether the same are infected with Oak Wilt.

(f) Notice to Owner.

(1) If, upon inspection it is determined that a tree or oak wood is infected with Oak Wilt and if the City or forester determines that such tree or any wood thereof is a public nuisance as provided herein, the City shall serve or cause to be served upon the owner of record of the lot or parcel of land on which that diseased tree is located, a written notice requiring such owner to comply with the provisions of this article including but not limited to the removal and destruction of any diseased tree.

(2) Such service of notice shall be by personal service or certified mail, return receipt requested if the owner of the lot or parcel of land on which the diseased tree is located is a resident of the City. If the owner is temporarily absent from his residence or an owner is determined to be a non-resident, written notice shall be served by certified mail addressed to the named person at the address indicated on the most recent tax appraisal records and by posting notice of the violation on the property at the point of ingress. Certified mail returned as "unclaimed" or "refused" shall be deemed delivered.

(g) Payment of Cost. The City Council may appropriate money in the annual budget each year for Oak Wilt suppression. The Lago Vista Property Owners' Association has indicated a willingness to share equally with the City in these costs and may contribute money for this purpose. These monies may be used to match state and federal funds to pay for the cost of Oak Wilt suppression. The owner of any lot or parcel of land within the City, and its Extraterritorial Jurisdiction is and shall be responsible to pay for the removal, destruction or treatment of any diseased tree when it has been determined the diseased tree or wood is a public nuisance.

(h) Tree Trimming Personnel. Personnel hired, contractors, or property owners handling diseased tree removal must adhere to City sterilization and safety guidelines. Property owners may self-perform abatement if they demonstrate compliance with these guidelines. The City shall provide resources and training materials for public use. The name, address and telephone number of all such personnel shall be filed with the City Secretary for record keeping purposes.

(i) Sterilization of Equipment Used for Trimming and Cutting. Equipment used for treating or removing a diseased tree must be sterilized after each use. Acceptable methods include bleach solutions, alcohol-based disinfectants, or other effective measures as outlined in City guidelines.

(j) Oak Wilt Prevention and Treatment. In order to help prevent the spread of Oak Wilt Disease, the following measures shall be required:

(1) The trimming of limbs and branches on all oak trees shall be prohibited annually between February 1st and June 30th of each calendar year.

(2) The City Manager or their designee may approve exceptions to address public safety and welfare concerns, including damaged limbs resulting from storms or similar extraordinary circumstances.

(3) Painting wounds is the most proactive measure and should be done year-round, immediately after any cut or damage occurs. Paint every wound on every oak tree promptly to protect against beetles that are attracted to open wounds and spread the disease.

(4) Any person(s) or company licensed by the City to perform tree trimming or removal work who discovers or suspects oak wilt infestation or an infected oak tree shall report that information to the City Manager or their designee by the next business day.

(5) Within thirty (30) calendar days after being notified of the presence of an infected red oak tree on their property, property owners must remove and properly dispose of the tree.

(6) Never store infected red oaks for firewood use. Burn, bury, or chip infected red oaks.

(7) The only way to stop oak wilt in Live Oak Motts is by trenching at least 4 feet deep and 100 feet away from trees with symptoms to disconnect the shared root system and stop the spread of oak wilt.

(8) Preserve high-value trees with propiconazole fungicide injections such as Alamo products, which are the only ones proven to treat oak wilt and permitted by Texas A&M for this purpose. Fungicide injections do not stop root transmission of the disease, but they can save individual trees.

(9) If any person(s), after notice, fails to remove and properly dispose of any red oak tree infected with Oak Wilt that constitutes a public nuisance, the City at its sole discretion, may: a. Do the work necessary to abate the nuisance; b. Charge the expenses to the owner of the property which will be the personal liability of the property owner; or c. The City Council may assess all expenses incurred against the real property.

(10) The City Manager or their designee, from time to time, shall display ordinance information on the City's public electronic sign, and conduct citizen outreach programs to educate residents and contractors.

(11) Cross-Reference to Subdivision Ordinances. Compliance with Oak Wilt prevention measures, as outlined in this section, is a requirement for all subdivision plats, development plans, and construction activities under Chapter 10, Article 10.100 (Subdivision Ordinance). Refer to Section 10.100 (Oak Wilt Control Measures) for additional details on tree management plans, compliance requirements, and enforcement during subdivision development.

Sec 6.214 Penalties

It shall be unlawful for any person, firm or corporation to violate any of the provisions of this article related to oak wilt prevention measures, including but not limited to: pruning oak trees between February 1st and June 30th, failing to immediately paint wounds on oak trees, and failing to properly sterilize equipment used for trimming and cutting oak trees. Any person convicted of violating these prevention measures shall be guilty of a misdemeanor and fined in accordance with the general penalty provision set forth in Section 1.109 of this code. Violations by individual property owners shall be subject to a fine not to exceed $500.00 per tree for each offense. Violations by contractors shall be subject to a fine not to exceed $1,000.00 per tree for each offense. Each tree in violation shall constitute a separate offense, and each day a violation continues to occur shall constitute a separate offense.

Proposed Amendment to Lago Vista Subdivision Ordinances

Article 10.100 Subdivision Ordinance

New Section: Oak Wilt Control Measures

1. Purpose

This section ensures compliance with Oak Wilt Control measures as outlined in Section 6.212 of the Municipal Code, promoting tree health and public safety within the City of Lago Vista and its Extraterritorial Jurisdiction (ETJ).

2. Applicability

This section applies to all subdivision plats, development plans, and construction activities within the City of Lago Vista and its ETJ.

3. Submission Requirements

As part of the preliminary plat application, developers must include the following:

- A certified **Tree Management Plan** prepared by a licensed arborist or forester, detailing:
  - Identification of Oak trees and mitigation strategies for preventing Oak Wilt transmission.
  - Methods for sterilization of tree-trimming equipment.
  - Seasonal pruning restrictions (no pruning from February 1 to June 30).
- A site map indicating Live Oak Mott systems and locations of infected Red Oak trees.

4. Compliance

Developers must adhere to the following guidelines:

- Trench at least 4 feet deep and 100 feet from symptomatic trees to disconnect shared root systems, per Sec. 6.212.
- Paint all wounds on Oak trees with an approved dressing immediately to prevent insect infestation.
- Dispose of infected trees through burning, burying, or chipping; ensure no infected wood is used for firewood.

5. Enforcement and Penalties

Non-compliance will result in the following actions:

- **Denial of Plat Approval:** Final plat approval will be withheld until all conditions are met.
- **Fines:** Violations are subject to penalties outlined in Sec. 6.214, including fines up to $1,000 per tree for contractors and $500 per tree for property owners.
- **Remediation:** The City reserves the right to abate Oak Wilt nuisances at the developer's expense.

6. Education and Awareness

Developers are required to:

- Provide educational materials to property buyers on Oak Wilt prevention strategies.
- Install signage at construction sites indicating pruning bans and sterilization requirements.

7. Extension to ETJ

In compliance with Texas Local Government Code § 212.003, this ordinance is enforceable in the ETJ to regulate subdivision development and tree management practices.

8. Cross-Reference

This section integrates and reinforces the provisions of Sec. 6.212 (Oak Wilt Control) within subdivision regulations to ensure consistent enforcement and compliance.

OAK WILT

Identification & Management in Texas

Texas A&M Forest Service

texasoakwilt.org

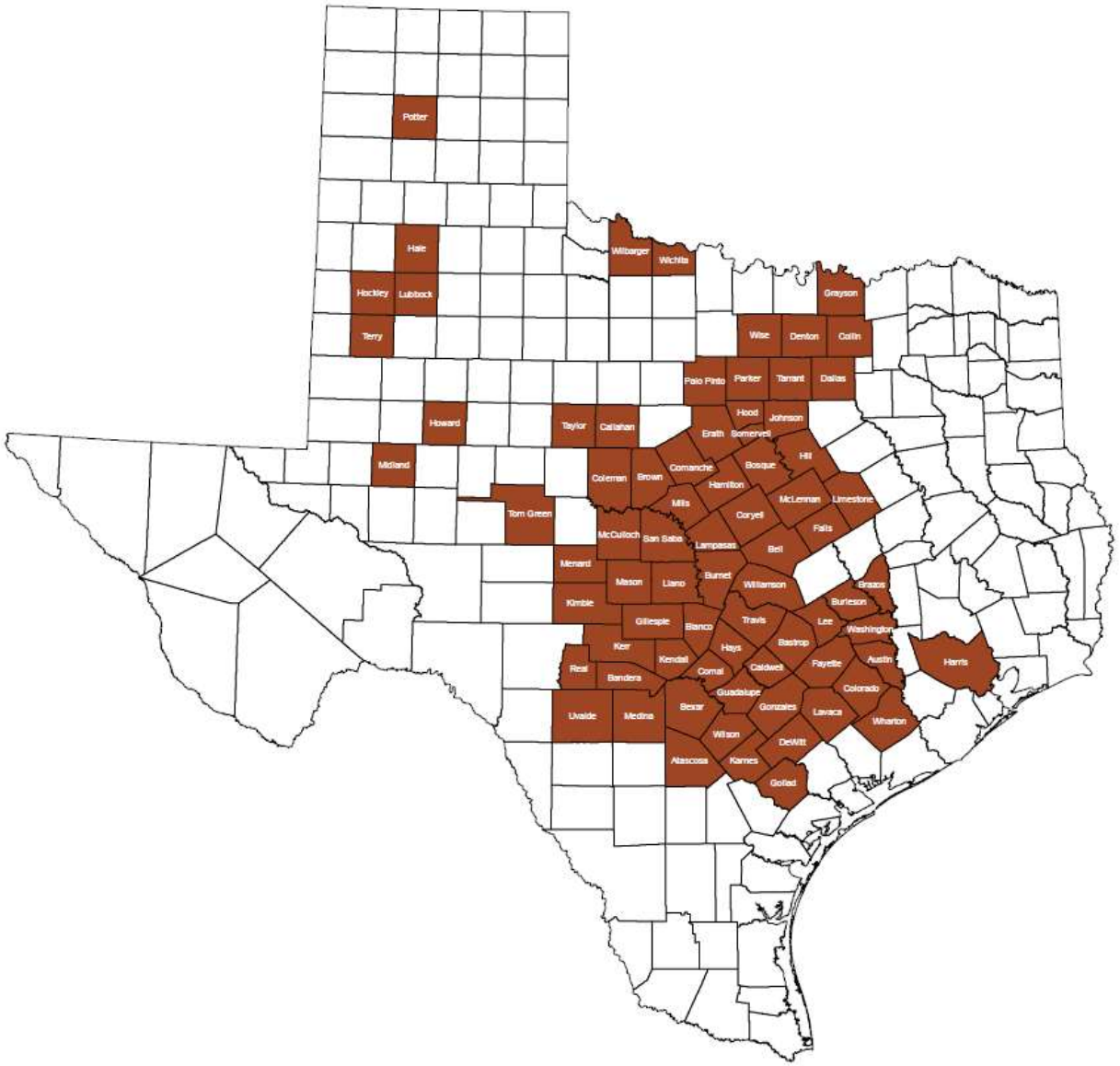
What is Oak Wilt?

- Caused by the fungus *Bretziella fagacearum*
- Primary vascular pathogen (disease) of oaks
- Invades the water-conducting vessels of the tree (xylem)
- Tree responds by plugging these tissues, resulting in a lack of water to the leaves
- Not oak decline



Oak Wilt in Texas

- Counties with confirmed oak wilt occurrences as of 2019
- Verified by lab sample, aerial detection, and on-site inspections
- First detected in Texas in 1961

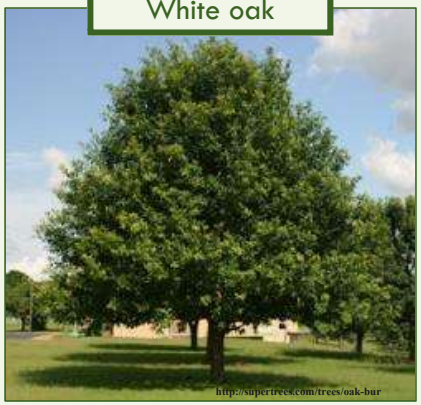


What Trees are Susceptible?

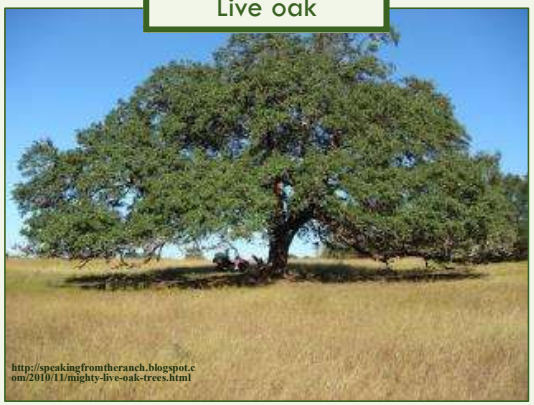
Red oak



White oak



Live oak



ALL OAKS!

- **Red Oaks** are extremely susceptible to the pathogen and play a unique role in disease spread.
- **White Oaks** are more resistant of the disease; however, they are not immune to infection!
- **Live Oaks** are intermediate in their susceptibility to the fungus; however, they are seriously affected due to their vast, interconnected root systems that allow for disease spread among trees.

TEXAS OAK WILT

Oaks are Affected Differently



How is Oak Wilt Spread?

Above ground (long distance) via sap-feeding beetles carrying fungal spores:

- Fungal spores are picked up from certain infected **red oaks** and carried to fresh wounds on other oak species.
- New infection centers are started.


Sap Beetle


Fungal Mat on Red Oak


Fresh Wound on Different Oak

Fungal Mats in Red Oaks

- Fungal mats contain oak wilt spores
- Form only on infected **red oaks**
- Mats form under bark
- Can have multiple mats per tree
- Produces a sweet odor like over-ripe fruit which attracts sap beetles
- Trees infected in fall/winter are more likely to produce mats the following spring
- Mat production is accelerated by cool, moist weather (typically springtime – but we know TX weather and conditions change)





How is Oak Wilt Spread?

Underground (localized) via interconnected root systems:

- The fungus travels from tree to tree in the interconnected root system.
- This occurs primarily in **live oaks** and is responsible for the majority of spread and tree deaths in central Texas.
- Rate of spread averages **75 feet per year** through the root system.

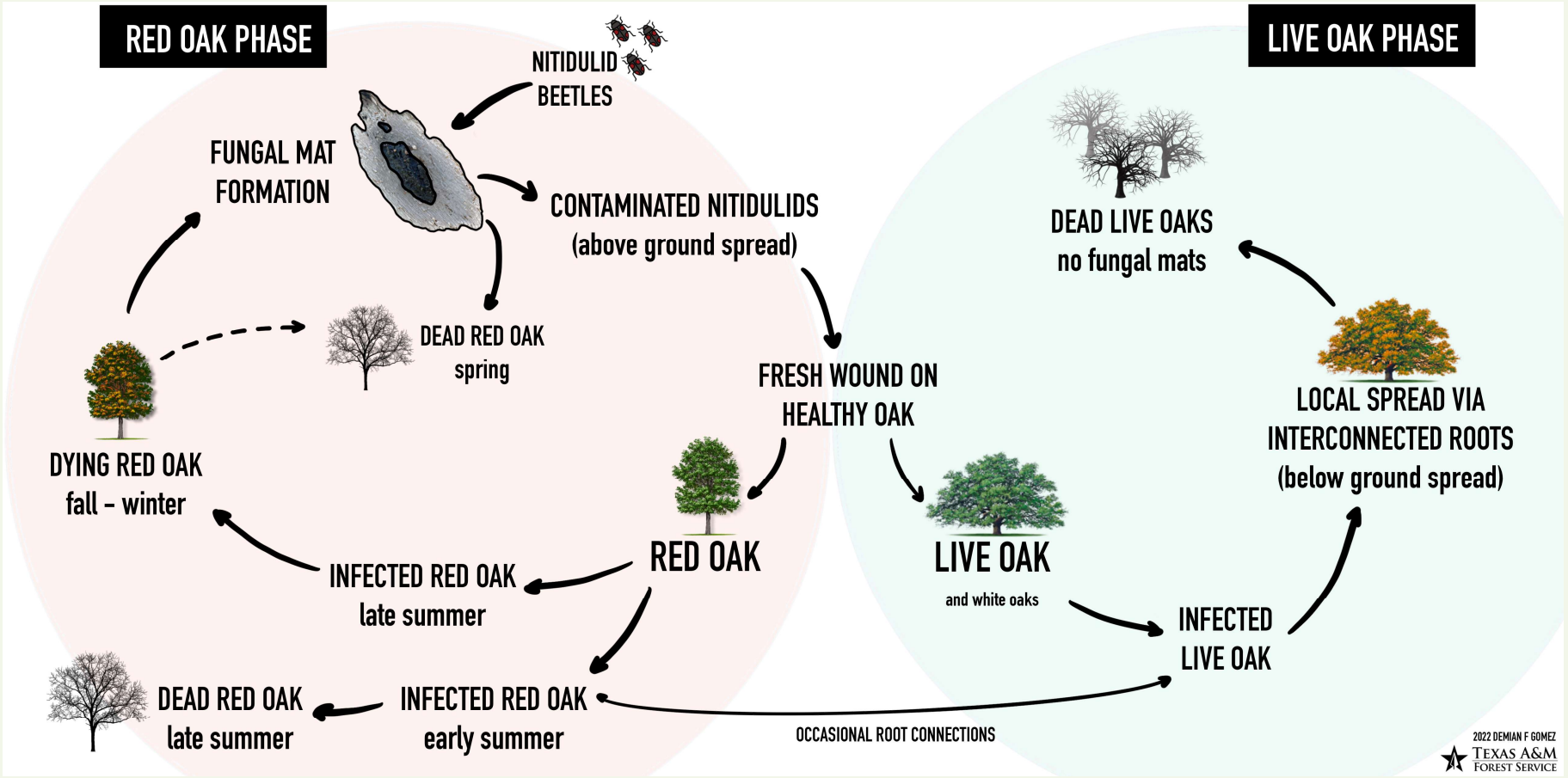


Live Oak Mott



Root Grafts

Oak Wilt Disease Cycle



TEXAS OAK WILT

Oak Wilt in Live Oaks

- Rapid defoliation
- Death in 3 to 6 months
- Spread to adjacent live oak trees
- No fungal mat formation- standing dead wood is safe to keep
- About 5-15% survival rate with no treatment
- Leaf symptoms: venial necrosis, vein banding, tip burn, and marginal necrosis



Veinal necrosis

Oak Wilt in Live Oaks



Tip burn / marginal necrosis



Veinal necrosis



Vein banding

Oak Wilt in Red Oaks

- Typically maintains leaves, then defoliates
- Flagging: branches turn brown or red
- Death in 4 to 6 weeks
- Possible spread to adjacent trees
- Possible formation of fungal mats- ***trees infected in late summer should be removed and destroyed***
- e100% mortality (no survivors)
- Bronzing leaves









OAK WILT MANAGEMENT

There is no cure for oak wilt,
but managing the disease can significantly reduce tree losses.

Oak Wilt Management

Early detection and prompt action are essential for successful management of oak wilt.

Four key management approaches:

- Prevention
- Plant other Trees
- Trenching
- Fungicide Injections



PREVENTION

Pruning

- Peak beetle activity and fungal mat production occur in the spring; therefore, avoid wounding and pruning oaks from **February 1st through June 30th** unless there is an immediate safety concern.
- Apply spray paint to discourage sap beetles from visiting fresh wounds- this blocks the sweet scent of sap attracting beetles to the tree.

FEBRUARY



Beetles that carry the fungus spores from tree to tree are most active February-June.

Avoid pruning/wounding oaks February-June if possible. If pruning is a necessity for safety purposes, make sure to PAINT ALL OAK WOUNDS IMMEDIATELY.

MAY

Oak trees typically show symptoms of oak wilt at this time of year. Reach out to a tree professional if concerned.



JULY

Beetles and fungal mat activity decrease with high temperatures.

AUGUST

Pruning your oak trees in the heat of summer can stress the tree. Try to wait until fall/winter to tackle pruning unless safety is a concern.

OCTOBER

Now is a good time to prune your trees, but always paint oak wounds immediately!

NOVEMBER

Fall is a great time to plant new trees!

DECEMBER

Don't move firewood! Never use infected red oak wood.

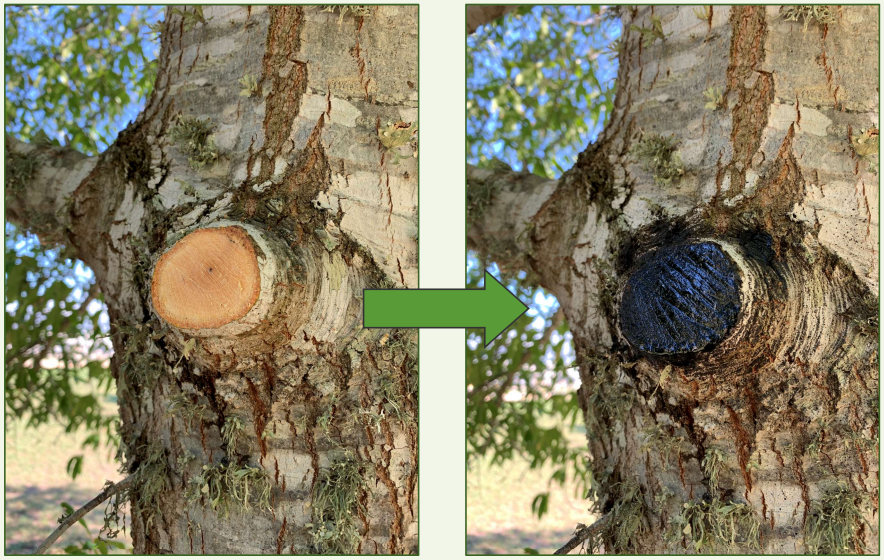
JANUARY

Wrap up your tree pruning.



Pruning

- Regardless of season, **immediately paint** all pruning cuts and other wounds to oaks.
- All cuts or wounds must be painted larger than 20 mm diameter.
- Likelihood of spreading oak wilt on tools is rather remote, BUT other diseases can be spread on tools, so they should be properly sanitized between trees.



TEXAS OAK WILT

Beetle Activity

- Beetles are active and can carry spores year-round
- However, **peak activity is Feb-June**
- Paint open cuts/wounds **immediately**, every time
- Avoid wounding in peak times
- Beetles are native and part of the ecosystem

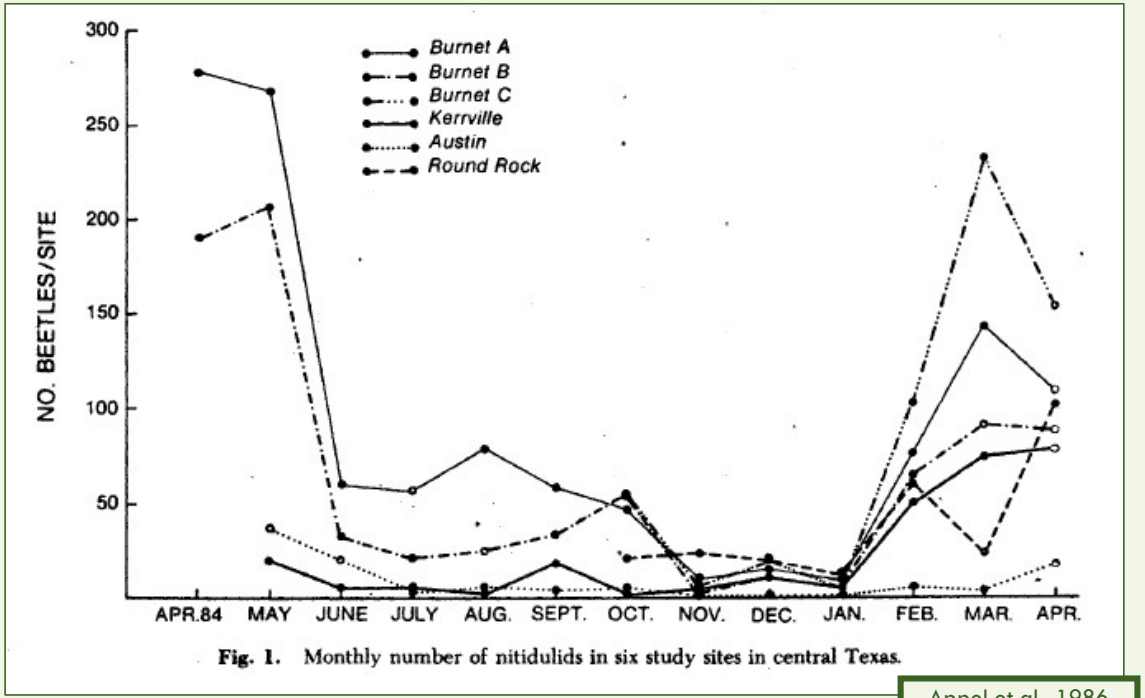


Fig. 1. Monthly number of nitidulids in six study sites in central Texas.

Appel et al., 1986

Red Oak Firewood

- To prevent fungal mat formation, destroy **red oaks** by:
  - *Burning*
  - *Chipping*
  - *Burying*

- **Never store** infected red oaks for firewood use!
- Red oak firewood can produce fungal mats, attractive to beetles.
- Do not move firewood.



White & Live Oak Firewood

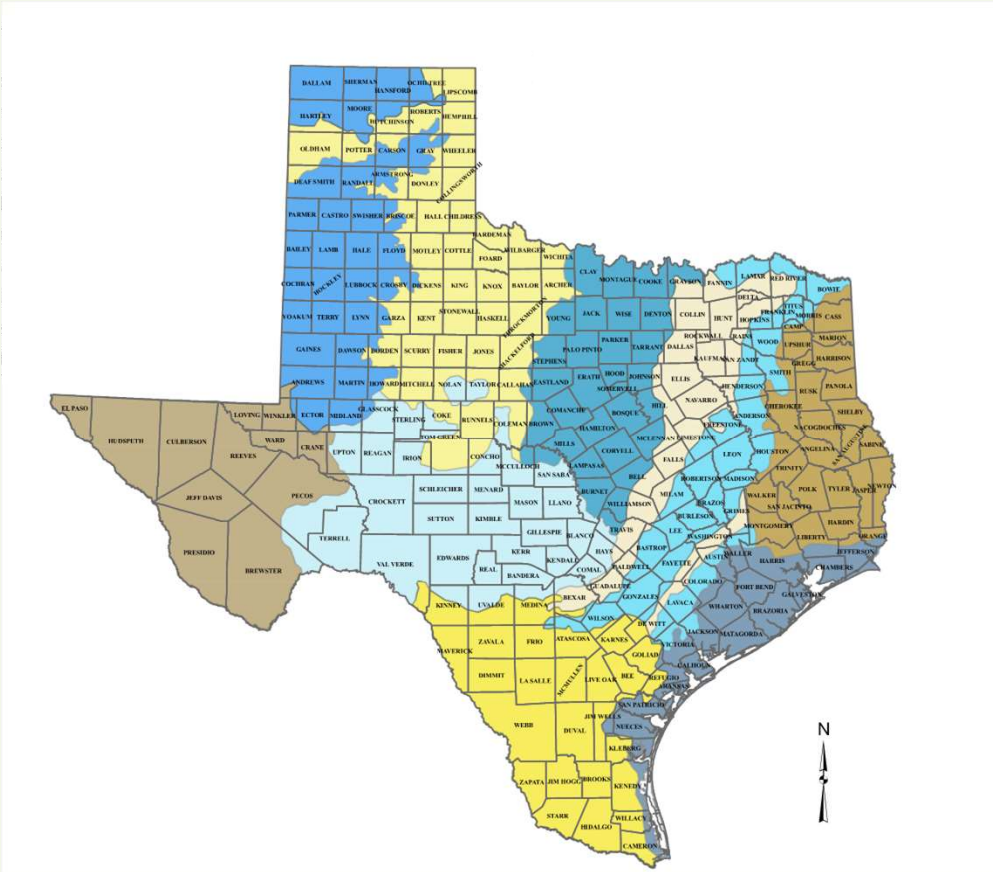
- With **white/live oak** infected firewood:
  - Only use dry, well-seasoned firewood
  - Leave unseasoned firewood on-site for one year before moving
  - Live/white oak firewood cannot produce fungal mats



Plant Other Trees

Select trees that are:

- Native or adapted to the local environmental conditions
- Tolerant of temperature extremes, amount and pattern of precipitation, and local soil conditions
- Not invasive nor detrimental to the local environment
- Suitable for the space available – right tree, right place



TEXAS OAK WILT

Plant Other Trees

- Avoiding planting monocultures (planting only one species)
- Create diversity in the landscape
- Avoid wounding oaks during planting
- For more planting information and recommended trees in your area, visit texasoakwilt.org



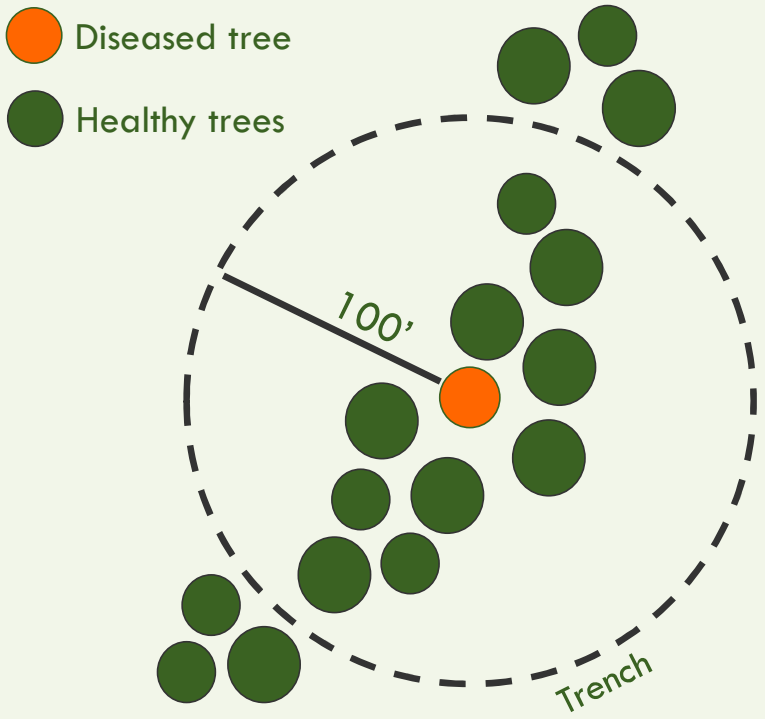
MITIGATION

Trenching

The goal of installing a trench is to halt the spread of oak wilt moving through interconnected root systems by severing these connections.

Trenches must be:

- Placed a minimum of **100 feet** ahead of the disease (from drip line)
- Excavated to at least 4 feet deep (sometimes deeper)
- Sever all root connections to be effective



Fungicide Injections

- Used to protect individual oaks in advance of an expanding oak wilt center
- Best candidates for injection are healthy, non-symptomatic live oaks up to 75-150 feet from symptomatic trees
- Injection does not stop root transmission of the fungus
- Injections only protect the individual tree injected when successful



Fungicide Injections

Root Flare Injection Advantages:

- Bark is thinner below the soil line
- Increases the number of potential injection sites
- Spreads out the wounding, especially if future injections are needed
- Research has demonstrated superior distribution of the fungicide throughout the tree



Oak Wilt Management

Early detection and prompt action are essential for successful management of oak wilt.

Four key management approaches:

- Prevention
- Plant other Trees
- Trenching
- Fungicide Injections

QUESTIONS?

Camille Wiseman
512-339-3772
Camille.wiseman@tfs.tamu.edu
texasoakwilt.org

ORDINANCE NO. 24-01-16-01

AN ORDINANCE OF THE CITY COUNCIL OF LAGO VISTA, TEXAS, AMENDING CHAPTER 6 AND CHAPTER 10 OF THE LAGO VISTA CODE OF ORDINANCES REGARDING OAK WILT CONTROL; IMPROVING THE ORGANIZATION OF THE PROVISIONS WITHIN THOSE CHAPTERS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Lago Vista, Texas is a Home Rule City; and

WHEREAS, the City Council of the City of Lago Vista has previously established requirements and procedures related to Chapter 6 and Chapter 10 of the Code of Ordinances; and

WHEREAS, oak wilt disease presents an immediate threat to Lago Vista's urban forest with far-reaching implications for tax base, public safety, environmental health, and community character; and

WHEREAS, the City Council reviewed the recommendation and found the changes to be warranted; and

WHEREAS, the City Council desires to amend the Lago Vista Code of Ordinances as described below.

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

SECTION 1. FINDINGS OF FACT. All of the above and foregoing recitals are hereby found to be true and correct legislative findings of the City and are incorporated herein as findings of fact.

SECTION 2. AMENDMENT. The City Council of the City of Lago Vista, Texas does hereby amend Chapter 6 and Chapter 10 of the Lago Vista Code of Ordinances as shown in Exhibit "A" and Exhibit "B" respectively.

SECTION 3. REPEALER. All ordinances, orders or resolutions heretofore passed and adopted by the City Council of the City of Lago Vista, Texas, are hereby repealed to the extent said ordinances, orders or resolutions or parts thereof are in conflict herewith.

SECTION 5. CODIFICATION AND PUBLICATION. The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.013 of the Texas Local Government Code.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and publication in accordance with the provisions of the Texas Local Government Code.

SECTION 7. OPEN MEETINGS. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

AND, IT IS SO ORDERED.

PASSED AND APPROVED this 16th day of January 2025.

Kevin Sullivan, Mayor

ATTEST:

Maria Franco, City Secretary

On a motion by _____, seconded by _____, the above and foregoing Ordinance was passed and approved. If any section, subsection, article, paragraph, sentence, clause, phrase or word in this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Sec 6.212 Oak Wilt Control

(a) Purpose. The provisions of this article are deemed to be necessary to promote the health, safety, and general welfare of the residents of the City.

(b) Definitions. Words used and not defined in this article shall have their ordinarily accepted meaning. For the purpose of this article, the following words and phrases shall have the meaning respectively ascribed to them by this section:

(1) Diseased Trees. ~~Live oak and red oak trees or wood from either species that are infected with oak wilt disease; and a red oak tree or wood from a red oak tree, which is dead or partially alive, but infected with such disease and to which the bark is still attached.~~ **All Oak Trees infected with oak wilt disease which are dead or partially alive but infected with such disease.**

(2) Forester. Any individual qualified in the area of urban forestry, botany or horticulture employed or engaged by the City including but not limited to representatives from the ~~Texas Forestry Service~~ **Texas A&M Forestry Service**, Travis County or other agency.

(3) Public Nuisance. ~~Red and live oak trees or wood that are determined to be infected with the fungus which causes Oak Wilt Disease (Ceratocystis Fagacearum) ("oak wilt"); a dead red oak tree or wood from a red oak tree, that was or is, infected with Oak Wilt Disease; and diseased trees and wood as defined below. Pursuant to Chapter 342, Texas Health and Safety Code, diseased trees are deemed a public nuisance.~~ **All Oak Trees that are infected with Oak Wilt Disease are hereby declared and determined a public nuisance.**

Contractor. Any person, firm, or corporation engaged in the business of tree trimming, removal, or treatment for compensation.

Live Oak Mott. A group of live oak trees connected via a shared root system, typically extending up to 200 feet.

(c) Abatement of Nuisance by Owner of Property.

(1) ~~Red oak and live oak trees that are infected with Oak Wilt Disease, a dead red oak tree and wood from a red oak tree that was infected with Oak Wilt Disease, and all other trees and wood diseased with Oak Wilt Disease are hereby declared and determined to be a public nuisance.~~ **All Oak Trees that are infected with Oak Wilt Disease, and all other trees and wood diseased with Oak Wilt Disease are hereby declared and determined to be a public nuisance.**

(2) It shall be unlawful for an owner of any property within the City **or its Extraterritorial Jurisdiction,** to permit or maintain on such lot or parcel any diseased ~~trees~~ **RED OAK TREE** which is a public nuisance as defined herein. **Red Oak Trees should be removed if infected or suspicious of infection.** It shall be the duty of the owner, within ~~fourteen (14)~~ **thirty (30)** calendar days from notice given under subsection (f) below to cause the diseased ~~trees~~ **red oak trees** to be removed and destroyed ~~. Such removal~~ **in compliance with City guidelines. Such**

removal and destruction shall be completed under the supervision and direction of the City **or by the property owner in accordance with section (h)**.

(3) Should the property owner fail to abate the public nuisance within ~~fourteen (14)~~ **thirty (30)** calendar days following the receipt of notification, the City shall have the right to cause the removal and destruction of the diseased ~~trees~~ **red oak trees**. The full cost of such removal and destruction shall be assessed to the owner of the property. Should the property owner fail to pay the City within thirty (30) days from the date of demand, the City may at its discretion file a lien against the property in the amount of all costs incurred by the City plus interest. The assessment of expenses and lien shall follow the procedures established in Chapter 342 of the Texas Health and Safety Code.

(d) Enforcement. The City Manager or their designee is charged with the enforcement of this article and shall perform the duties as set forth herein. The County is also authorized and requested to enforce this article within the City. The City Manager or their designee shall coordinate and cooperate with the forester to the fullest reasonable extent.

(e) Inspections. Save and except as provided herein, permission of the owner, occupant, or person in control of any premises shall be necessary for entry onto the subject premises by city personnel or forester pursuant to this article. If such entry is requested and refused, and the City or forester has probable cause to believe there exists on the subject premises a public nuisance, the city code enforcement official or forester shall go before a municipal court judge of the City and request a search warrant. The purpose of that warrant shall be to determine the presence of a public nuisance and to obtain such specimens of trees as are required for the purposes of analysis to determine whether the same are infected with Oak Wilt.

(f) Notice to Owner.

(1) If, upon inspection it is determined that a tree or oak wood is infected with Oak Wilt and if the City or forester determines that such tree or any wood thereof is a public nuisance as provided herein, the City shall serve or cause to be served upon the owner of record of the lot or parcel of land on which that diseased tree is located, a written notice requiring such owner to comply with the provisions of this article including but not limited to the removal and destruction of any diseased tree.

(2) Such service of notice shall be by personal service or certified mail, return receipt requested if the owner of the lot or parcel of land on which the diseased tree is located is a resident of the City. If the owner is temporarily absent from his residence or an owner is determined to be a non-resident, written notice shall be served by certified mail addressed to the named person at the address indicated on the most recent tax appraisal records and by posting notice of the violation on the property at the point of ingress. Certified mail returned as "unclaimed" or "refused" shall be deemed delivered.

(g) Payment of Cost. The City Council may appropriate money in the annual budget each year for Oak Wilt suppression. The Lago Vista Property Owners' Association has indicated a willingness to share equally with the City in these costs and may contribute money for this purpose. These monies may be used to match state and federal funds to pay for the cost of Oak

Wilt suppression. The owner of any lot or parcel of land within the City **and its Extraterritorial Jurisdiction** is and shall be responsible to pay for the removal, destruction or treatment of any diseased tree when it has been determined the diseased tree or wood is a public nuisance.

(h) Tree Trimming Personnel. ~~Personnel hired or contracted to trim, cut, treat or remove diseased tree on improved property shall be, or shall be working under the direct supervision of a competent urban forester, botanist or horticulturist familiar with the identification and control of Oak Wilt Disease.~~ **Personnel hired, contractors, or property owners handling diseased tree removal must adhere to City sterilization and safety guidelines. Property owners may self-perform abatement if they demonstrate compliance with these guidelines. The City shall provide resources and training materials for public use.** The name, address and telephone number of all such personnel shall be filed with the City Secretary for record keeping purposes.

(i) Sterilization of Equipment Used for Trimming and Cutting. ~~Treating or removing of a diseased tree will be sterilized after each tree is completely cut and before proceeding to the next tree. A solution of nine parts water to one part bleach is recommended for sterilization of all trimming equipment. Equipment shall be sterilized after each cutting.~~ **Equipment used for treating or removing a diseased tree must be sterilized after each use. Acceptable methods include bleach solutions, alcohol-based disinfectants, or other effective measures as outlined in City guidelines.**

(j) Oak Wilt Prevention ~~. In order to help prevent the spread of Oak Wilt Disease, the trimming of limbs and branches on healthy live oak or red oak trees shall be prohibited annually between February 1 and June 30. The City Manager or their designee may approve exceptions to address public safety and welfare concerns, including damaged limbs resulting from storms or similar extraordinary circumstances.~~ **and Treatment. In order to help prevent the spread of Oak Wilt Disease, the following measures shall be required:**

1) The trimming of limbs and branches on all oak trees shall be prohibited annually between February 1st and June 30th of each calendar year.

2) The City Manager or their designee may approve exceptions to address public safety and welfare concerns, including damaged limbs resulting from storms or similar extraordinary circumstances.

3) Painting wounds is the most proactive measure and should be done year-round, immediately after any cut or damage occurs. Paint every wound on every oak tree promptly to protect against beetles that are attracted to open wounds and spread the disease.

4) Any person(s) or company licensed by the City to perform tree trimming or removal work who discovers or suspects oak wilt infestation or an infected oak tree shall report that information to the City Manager or their designee by the next business day.

5) Within thirty (30) calendar days after being notified of the presence of an infected red oak tree on their property, property owners must remove and properly dispose of the tree.

6) Never store infected red oaks for firewood use. Burn, bury, or chip infected red oaks.

7) The only way to stop oak wilt in Live Oak Motts is by trenching at least 4 feet deep and 100 feet away from trees with symptoms to disconnect the shared root system and stop the spread of oak wilt.

8) Preserve high-value trees with propiconazole fungicide injections such as Alamo products, which are the only ones proven to treat oak wilt and permitted by Texas A&M for this purpose. Fungicide injections do not stop root transmission of the disease, but they can save individual trees.

9) If any person(s), after notice, fails to remove and properly dispose of any red oak tree infected with Oak Wilt that constitutes a public nuisance, the City at its sole discretion, may: a. Do the work necessary to abate the nuisance; b. Charge the expenses to the owner of the property which will be the personal liability of the property owner; or c. The City Council may assess all expenses incurred against the real property.

10) The City Manager or their designee, from time to time, shall display ordinance information on the City's public electronic sign, and conduct citizen outreach programs to educate residents and contractors.

11) Cross-Reference to Subdivision Ordinances. Compliance with Oak Wilt prevention measures, as outlined in this section, is a requirement for all subdivision plats, development plans, and construction activities under Chapter 10, Article 10.100 (Subdivision Ordinance). Refer to Section 10.100 (Oak Wilt Control Measures) for additional details on tree management plans, compliance requirements, and enforcement during subdivision development.

Sec 6.214 Penalties

It shall be unlawful for any person, firm or corporation to violate any of the provisions of this article related to oak wilt prevention measures, including but not limited to: pruning oak trees between February 1st and June 30th, failing to immediately paint wounds on oak trees, and failing to properly sterilize equipment used for trimming and cutting oak trees. Any person convicted of violating these prevention measures shall be guilty of a misdemeanor and fined in accordance with the general penalty provision set forth in Section 1.109 of this code. Violations by individual property owners shall be subject to a fine not to exceed $500.00 per tree for each offense. Violations by contractors shall be subject to a fine not to exceed $1,000.00 per tree for each offense. Each tree in violation shall constitute a separate offense, and each day a violation continues to occur shall constitute a separate offense.

Janice Didier
President of Keep Lago Vista Beautiful
janicedidier1952@gamil.com

January 13, 2025

Adam Benefield
Councilman, Place 2
5803 Thunderbird
Lago Vista, TX 78646

Honorable Councilman Benefield,

On behalf of Keep Lago Vista Beautiful, I am writing to express our full support, as affirmed by a vote of our membership, in favor of the ordinance to control oak wilt.

We understand that, if unchecked, oak wilt has the potential to devastate our oak population. Without intervention, future generations of Lago Vista residents may never see the majestic oaks that define our community, as they could disappear entirely within the next 20 years. This ordinance provides a vital opportunity to prevent that loss.

As a community, we must work together to combat this disease. Without action, our oaks risk meeting the same fate as the American elm and chestnut—once abundant in towns across America but now nearly extinct. Historically, this land was cleared of most woody plants, with only three oak trees per acre preserved, under the provisions of the 1937 Agricultural Adjustment Act, which paid $3.00 per acre to do so. Even then, oaks were recognized as valuable assets.

Today, it is our responsibility to protect this essential resource. This ordinance will play a critical role in educating our citizens about the proper care and treatment of oak wilt, which spreads above ground, on the surface, and underground. By acting now, we can preserve our oak trees for generations to come.

Keep Lago Vista Beautiful fully supports this ordinance and its mission to safeguard our community's natural heritage.

Thank you,

Janice Didier

Janice Didier
President of Keep Lago Vista Beautiful

AGENDA ITEM NO. 9

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 6, 2025

SUBMITTED BY: Jai Brown, Finance

SUBJECT: Discussion, consideration, and possible action regarding **Ordinance No. 25-02-06-03**; 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 30, 2025; Providing for Savings, Severability, and Effective Date.

BACKGROUND:

Street Department and Public Works Administration
On December 5, 2024, a budget amendment was approved regarding the reclassification of the CIP Manager from the Streets Department to the Public Works Department. While the total was correct, it was not itemized by the different general ledger account numbers that were affected. This resolution will correct that.

Also, in reviewing the budget, we noticed some corrections that needed to be made. They are listed below:

Human Resources Department
When the budget was submitted it had a request for $20,000 in the professional services line. This is an annually budgeted line item that is regularly listed and has active commitments. In the budget process the $20,000 was somehow mistakenly removed.

Aquatics
When the budget was submitted it had a request for $4,000 in the supply line. This is also an annually budgeted line item that is regularly listed. This can consist of basic needs for the pool such as toilet paper, paper towels, pool noodles, and so on. In the budget process the $4,000 was somehow mistakenly removed.

FINDINGS: State law requires that expenditure budgets end at or within the budgeted amounts including amendments.

FINANCIAL IMPACT: These actions add a total of $24,000 to the budget.

ATTACHMENTS:
2025-02-06 _ Ord No. 25-02-06-03 _ Budget Amendment.pdf

CITY OF LAGO VISTA, TEXAS
ORDINANCE NO. 25-02-06-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, CHAPTER 102, SECTIONS 102.007(b) AND 102.010, PROVIDING FOR AMENDMENTS TO ORDINANCE NO. 24-09-19-01, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR SAVINGS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the dollar amount for Professional Services in Human Resources was not properly allocated as originally requested for in the FY24-25 Budget; and

WHEREAS, the dollar amount for Supplies in Aquatics was not properly allocated as originally requested for in the FY24-25 Budget; and

WHEREAS, this amendment involves properly allocating the $20,000 for Professional Services in Human Resources, as shown Exhibit A; and

WHEREAS, this amendment involves properly allocating the $4,000 for Supplies in Aquatics, as shown in Exhibit A; and

WHEREAS, this proposed budget amendment to properly allocate these funds is in the best interest of the municipal taxpayers and is for a municipal purpose.

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

SECTION I
AMENDING BUDGET

THAT, pursuant to Vernon's Texas Codes Annotated, Local Government Code, Chapter 102, Section 102.007(b) the City Council of the City of Lago Vista, Texas hereby amends the City Budget by Department for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025 with said amendments being as set forth in "Exhibit A" attached to this ordinance.

SECTION II
SAVINGS CLAUSE

THAT, any ordinance, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

SECTION III
SEVERABILITY CLAUSE

THAT, if any word, phrase, sentence, paragraph or section is found to be illegal, invalid or unconstitutional, the remaining portion of this ordinance shall remain in full force and effect.

SECTION IV
EFFECTIVE DATE

THAT, this ordinance shall take effect and be in full force immediately upon its final passage and approval.

AND IT IS SO ORDERED.

PASSED AND APPROVED on this 6th day of February, 2024.

ATTEST:

_____
Kevin Sullivan, Mayor

_____
Maria Franco, City Secretary

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

City of Lago Vista
New 2024-2025 Budget

EXHIBIT A

Department	Account Number	Current Budget	Amending to Add or Subtract	Ending Budget
Human Resourses				
Professional Services	10-514-6100	$ -	$ 20,000.00	$ 20,000.00

Net Changes: When the budget was submitted it had a request for $20,000 in the professional services line. This is a annual regularly budgeted line item and has active commitments. In the budget process the $20,000 was somehow mistakenly removed.

Department	Account Number	Current Budget	Amending to Add or Subtract	Ending Budget
Public Works Street				
Crew Leader(CIP Manager)	10-530-1320	$ 105,000.00	$ (105,000.00)	$ -
State Unemployment Tax	10-530-1010	$ 252.00	$ (252.00)	$ -
Social Security/Medicare	10-530-1020	$ 8,083.00	$ (8,083.00)	$ -
TMRS	10-513-1030	$ 10,027.00	$ (10,027.00)	$ -
Health, Dental, & Life Ins	10-530-1050	$ 20,570.00	$ (20,570.00)	$ -
Health Reimbursement Account	10-530-1060	$ 654.00	$ (654.00)	$ -
Longevity	10-530-1145	$ 35.00	$ (35.00)	$ -
Rewards Program	10-530-1146	$ 405.00	$ (405.00)	$ -
Uniform/ boot Allowance	10-530-1147	$ 180.00	$ (180.00)	$ -
In Lieu of	10-530-1149	$ 35.00	$ (35.00)	$ -

Net Changes: Budget amendment has already been approved for this item however it was not line itemized properly.

Department	Account Number	Current Budget	Amending to Add or Subtract	Ending Budget
Aquatics				
Supplies	10-535-5300	$ -	$ 4,000.00	$ 4,000.00

Net Changes: When the budget was submitted it had a request for $4,000 in the supply line. This is a regularly budgeted line item. This can consist of basic needs for the pool as toilet paper, paper towels, pool noodles and so on. In the budget process the $4,000 was somehow mistakenly removed.

Department	Account Number	Current Budget	Amending to Add or Subtract	Ending Budget
Public Works Admin				
CIP Project Manager	30-559-1110	$ -	$ 105,000.00	$ 105,000.00
State Unemployment Tax	30-530-1010	$ -	$ 252.00	$ 252.00
Social Security/Medicare	30-530-1020	$ -	$ 8,083.00	$ 8,083.00
TMRS	30-513-1030	$ -	$ 10,027.00	$ 10,027.00
Health, Dental, & Life Ins	30-530-1050	$ -	$ 20,570.00	$ 20,570.00
Health Reimbursement Account	30-530-1060	$ -	$ 654.00	$ 654.00
Longevity	30-530-1145	$ -	$ 35.00	$ 35.00
Rewards Program	30-530-1146	$ -	$ 405.00	$ 405.00
Uniform/ boot Allowance	30-530-1147	$ -	$ 180.00	$ 180.00
In Lieu of	30-530-1149	$ -	$ 35.00	$ 35.00

Net Changes: Budget amendment was already approved for this item however it was not line itemized properly.

AGENDA ITEM NO. 10

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 6, 2025

SUBMITTED BY: Councilor Roberts, City Council

SUBJECT: Discussion, consideration and possible action regarding **Resolution No. 25-2109** to set the regular City Council meeting start times for Executive Session at 1:00 PM and Regular Session at 3:00 PM, effective for the remainder of the Current Council's term.

BACKGROUND:

Section 3.11 of the City Charter mandates that the City Council shall fix the time and dates for regular meetings by resolution. Currently, Section 2.4 of the Rules of Procedure (ROP) sets the meeting start times as follows:

- Executive Session: 5:30 PM
- Regular Session: 6:30 PM

However, per the City Attorney's guidance, meeting dates and times are to be established by resolution, not through the ROP. This resolution proposes adjusting the meeting times to:

- Executive Session: 1:00 PM
- Regular Session: 3:00 PM

These changes aim to improve meeting efficiency, reduce late-night decision-making, and address staff fatigue, while accommodating public input by scheduling public hearings/action items closer to 5:30 PM.

This resolution is specific to the current council and allows future councils to revisit and set their meeting times upon being seated.

FINDINGS: None provided.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Adopt the resolution as presented.

ATTACHMENTS:
2025-02-06 _ Resolution No. 25-2109 _ Council Reg Meeting Times.pdf

CITY OF LAGO VISTA, TEXAS

RESOLUTION 25-2109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, SETTING THE START TIMES FOR REGULAR CITY COUNCIL MEETINGS FOR THE REMAINDER OF THE CURRENT COUNCIL'S TERM.

WHEREAS, Section 3.11 of the City Charter provides that the City Council shall fix the time and dates for regular meetings by resolution; and

WHEREAS, the City Council finds that earlier meeting times will enhance efficiency, improve decision-making, and reduce late-night fatigue for council members, staff, and the public; and

WHEREAS, the City Council seeks to balance public input by aligning public hearings/action items with a time more accessible to working residents; and

WHEREAS, this resolution is intended to apply only for the remainder of the current council's term, with the incoming council empowered to set its own meeting times at its first meeting upon being seated;

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

1. **Meeting Times Established.** Regular meetings of the City Council shall be held on the first and third Thursdays of each month, with Executive Session beginning at 1:00 PM and Regular Session beginning at 3:00 PM.
2. **Effective Date.** This resolution shall take effect immediately and shall remain in effect for the duration of the current council's term.
3. **Future Councils.** Future councils shall set their regular meeting start times upon being seated at their first meeting.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED this 6th day of February 2025.

_____
Kevin Sullivan, Mayor

ATTEST:

_____
Maria Franco, City Secretary

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

AGENDA ITEM NO. 11

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 6, 2025

SUBMITTED BY: Councilor Saum, City Council

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

BACKGROUND: As the City is putting together water funding applications, there may be resolutions, letters and supporting documents needed with approval from City Council in a timely fashion. Council may need to give approval/authority to the City Manager to move quickly on these items if there is not time for the next council meeting.

FINDINGS: After Councilman Saums last meeting with Taylor on water funding, there was a discussion that there may be updated documents the Council needs to approve to be submitted in our water funding applications. This discussion should allow Council to ask staff if we have come across any of these documents and if needed to give the City Manager authority to do what is necessary to make them official and submitted in our applications. Congressional Community Project Funding applications may quickly be published and the City will have to act quickly, which may not allow enough time for a City Council meeting. It may be necessary for the City Manager to take necessary action on needed documents.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Approve

ATTACHMENTS:
2025-02-06 _ Resolution No. 25-2110 _ Grant Applications.pdf

RESOLUTION NO. 25-2110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR WATER FUNDING APPLICATIONS AND TO TAKE ALL NECESSARY ACTIONS TO ENSURE TIMELY SUBMISSION OF REQUIRED RESOLUTIONS, LETTERS, AND SUPPORTING DOCUMENTS.

WHEREAS, the City of Lago Vista recognizes the importance of securing water infrastructure funding to support the needs of the City and its residents; and

WHEREAS, the City is actively pursuing funding opportunities through various governmental and non-governmental programs, including but not limited to Congressional Community Project Funding applications and other water-related grants and financial assistance programs; and

WHEREAS, the application processes for such funding opportunities may require the timely submission of resolutions, letters, and other supporting documents that necessitate formal approval from the City Council; and

WHEREAS, given the time-sensitive nature of these applications, it may not always be feasible to wait for the next scheduled City Council meeting to authorize and approve the necessary documents; and

WHEREAS, the City Council finds that granting the City Manager the authority to execute the required documents and take necessary actions to facilitate funding applications will enable the City to respond promptly and effectively to funding opportunities;

WHEREAS, the City recognizes the importance of increased funding opportunities for water infrastructure projects to support sustainable growth, protect public health, and ensure access to clean water for the community; and

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

1. **Authorization to Execute Documents:** The City Manager is hereby authorized to prepare, execute, and submit all necessary resolutions, letters, and supporting documents required for the City's water funding applications.

2. **Authority to Act on Behalf of the City:** The City Manager is granted the authority to take any necessary actions to ensure the timely submission of funding applications, including signing agreements, certifications, and other legally required documents.

3. **Reporting to the City Council:** The City Manager shall keep the City Council informed of any actions taken pursuant to this resolution and shall provide updates on the status of funding applications and related approvals.

4. **Effective Date:** This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 6th day of February, 2025.

_____
Kevin Sullivan, Mayor

ATTEST:

_____
Maria Franco, City Secretary

AGENDA ITEM NO. 12

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 6, 2025

SUBMITTED BY: Councilor Roberts, City Council

SUBJECT: Discussion, consideration, and possible action on Wildfire Preparedness and the Evacuation Planning Update.

BACKGROUND:

Lago Vista's location in a high-risk wildfire area and its limited evacuation routes necessitate proactive discussions about preparedness. Recent citizen feedback has underscored concerns about wildfire risks and the importance of coordinated efforts. This agenda item aims to address these concerns by providing updates from key stakeholders and exploring city roles in support of wildfire mitigation.

ESD 1 oversees evacuation planning and emergency response, while programs like Firewise offer tools for community-driven wildfire prevention. Additionally, the city's ordinances on vegetation management are crucial for reducing fire risks, and updates on compliance will be shared. Relevant ordinances include:

1. **Section 6.206:** "Right To Abate Dangerous Weeds And Wildfire Fuel Whenever an immediate danger to the health, life or safety of any person exists as a result of weeds which have grown to a height; at any point on the property, of greater than 24 inches, or wildfire fuel on vacant or unoccupied property the city may abate or cause the abatement of the weeds or wildfire fuel without notice to the owner. In the event the city abates the nuisance under this section, the city shall forward notice to the owner within ten (10) days in the manner set forth in Section 6.208. State law reference–Authority of municipality to regulate weeds, grass, etc., V.T.C.A. Health & Safety Code, Sec 342.004."
2. **Section 6.211:** "Limitation On Height Of Grass And Weeds And Wildfire Fuel Limitations
    1. Improved Lots. It shall be unlawful for any person who shall own or occupy any improved lot or lots in the city limits to allow weeds and/or grass to grow

on such lot or lots to a height of more than twelve (12) inches. Weeds and/or grass of a height exceeding twelve (12) inches are declared a nuisance. Provided, however, this section shall not apply to property used for the growing of agricultural crops or grass if such property has not been platted into lots.

2. Unimproved or Vacant Property. It shall be unlawful for any person who shall own or occupy any unimproved or vacant property in the city limits to allow weeds and/or grass to grow on such lot or lots to a height of more than 24 inches and/or cedar tree (ashe juniper) limbs to be within six feet of the ground on unimproved or vacant land. Provided, however, this section shall not apply to property used for the growing of agricultural crops or effluent irrigation."

3. **Section 6.212:** This section pertains to oak wilt control but provides a framework for handling public nuisances related to vegetation health and diseases. While its primary focus is not wildfire mitigation, its principles support broader efforts to manage vegetation and reduce risks that could exacerbate wildfire dangers.

These ordinances outline specific responsibilities for property owners and provide the city with enforcement mechanisms to mitigate wildfire fuel sources. Identifying city-owned properties that can be designated for controlled burns will also be discussed, along with initiating outreach to private property owners to gauge interest in controlled burn participation as part of efforts to mitigate fuel loads and reduce wildfire risks.

FINDINGS: None Provided.

FINANCIAL IMPACT:

There is no immediate financial impact anticipated. However, recommendations stemming from this discussion may require future budget considerations for ordinance enforcement, infrastructure improvements, or controlled burn planning.

ATTACHMENTS:
2025-02-06 _ Chapter 6 _ Property Maintenance & Nuisances .pdf

CHAPTER 6 PROPERTY MAINTENANCE AND NUISANCES

ARTICLE 6.100 GARBAGE AND RUBBISH
ARTICLE 6.200 PROPERTY MAINTENANCE
ARTICLE 6.300 NOISE
ARTICLE 6.400 ABANDONED, INOPERABLE OR UNREGISTERED VEHICLES, AIRCRAFT AND WATERCRAFT

State Law reference—Authority to enforce laws to protect public health, V.T.C.A., Health & Safety Code, Sec. 121.003; Local regulation of sanitation, V.T.C.A., Health & Safety Code, ch. 342; Authority to make regulations for the promotion of health and the suppression of disease, V.T.C.A., Health & Safety Code, Sec. 122.005; Minimum standards of sanitation and health protection, V.T.C.A., Health & Safety Code, ch. 341.

ARTICLE 6.100 GARBAGE AND RUBBISH

Sec 6.101 Definitions
Sec 6.102 General Regulations
Sec 6.103 Penalties

Sec 6.101 Definitions

Refuse. Means garbage, rubbish and other decayable and non-decayable waste, including vegetable matter and animal and fish carcass. The term does not include sewage from a public or private establishment or residence. This does include refuse resulting from lot clearing or other such activity such as boulders, rocks, trees, bushes, limbs, grass, etc.

Garbage. Means all decayable waste from public and private establishments including vegetable, animal and fish offal and animal and fish carcass. The term does not include sewage, body waste and industrial by products.

Rubbish. Means all non-decayable wastes, except ashes from a public or private establishment or private establishment or residence.

Junk. Means all worn out, worthless and discarded material including odds and ends, old iron or other metal, glass paper and cordage. Inoperative automobiles, trucks, debris or waste or junked, dismantled or wrecked automobiles or automobile parts, etc. to be classified as junk. “Junk” is also inclusive of old scrap copper, brass, rope, rags, batteries, paper trash, rubber, iron, steel and other old scrap ferrous or non-ferrous materials.

Junk Yard. Means an establishment or place or business maintained, used or operated for storing, keeping, buying or selling junk or processing scrap metal or for maintaining or operating an automobile grave yard. This term includes garbage dump and sanitary fills.

Automobile Grave Yard. Means an establishment or place of business that is maintained, used or operated for storing, keeping, buying or selling wrecked, scrapped, ruined or dismantled motor vehicles or motor vehicle parts.

Sec 6.102 General Regulations

(a) Dumping refuse, garbage, rubbish, junk or any other material such as cement or any building material on or near city streets, private property, parks, parking lots, commercial or public buildings or on adjoining highways and rights-of-way as well as privately owned containers without prior permission of the owner is considered a misdemeanor and subjects the offender if convicted to a fine.

(b) Except as specifically authorized by Chapter 14, the Lago Vista zoning ordinance, operation of a "junk yard" or "automobile graveyard" within the city limits is prohibited and is considered an offense, punishable by a fine for each day operated.

(c) Except as follows, it shall be an offense to repair, strip or assemble a passenger car, truck, motorcycle or any kind of motor vehicle on a residential yard, or public street within the city limits of Lago Vista, Texas. Homeowners may do ordinary maintenance jobs such as oil changes, lubricant changes (oil and lubricants must be disposed of in accordance with EPA regulations) spark plugs, points, etc. in driveways if the job takes twenty-four (24) hours or less. No type of work may be done in public streets, parking lots or vacant lots unless of emergency nature, such repairs taking no more than eight (8) hours to accomplish. Automotive repair work may be done in buildings or garages, where not seen from streets or residents.

(d) Except as specifically authorized by Chapter 14, the Lago Vista zoning ordinance, it shall be considered a misdemeanor for any inoperable motor vehicle to be parked or left in private yards, driveways, vacant lots or on any city street for a period exceeding seven (7) days unless otherwise authorized by special city permit.

(e) Parking and storage of commercial vehicles and construction equipment on residential property is prohibited, except as specifically authorized by Chapter 14, the Lago Vista zoning ordinance.

(f) Each dwelling shall have solid waste containers which must be inaccessible to dogs and other animals, and which should be concealed insofar as possible from viewing from a public street or adjoining properties. Arrangements should be made for waste pick up so that containers are visible on waste pick up days and are immediately returned to normal storage areas within twelve (12) hours after trash pick-up.

(g) Any "refuse" such as cited in Section 6.101, directly associated with "lot clearing" will be removed from such lots within sixty (60) days from the start of the clearing unless other disposition is authorized by this or other city ordinance. If construction is underway, clean up will be regulated by the city building regulations. Brush resulting from lot clearing may be chipped up and spread out on the interior of the lot in lieu of removal. Tree stumps must be cut to ground level or extracted and may either be removed from the lot or ground up and spread out over the lot. In any case where the owner/contractor/legal representative has been notified by the city to "clean up" such refuse, the responsible party has a maximum of sixty (60) days to accomplish such task.

HISTORY
Amended by Ord. 24-01-04-01 on 1/4/2024

Sec 6.103 Penalties

Any person convicted of violating any of the provisions of this article may be subject to punishment by a fine in accordance with the general penalty provision set forth in Section 1.109 of this code.

(Ordinance 97-04-17-03 adopted 4/17/97)

ARTICLE 6.200 PROPERTY MAINTENANCE

Sec 6.201 Adoption Of Findings Of Fact
Sec 6.202 Policy
Sec 6.203 Definitions
Sec 6.204 Prohibited Conduct
Sec 6.205 Nuisance Declared; Duty To Abate
Sec 6.206 Right To Abate Dangerous Weeds And Wildfire Fuel
Sec 6.207 Right To Inspect
Sec 6.208 Violations; Notice; Failure To Abate
Sec 6.209 Assessment Of Citys Abatement Cost; Collections Of Cost; Appeals

Sec 6.210 Cost Of City Abatement Constitutes Lien
Sec 6.211 Limitation On Height Of Grass And Weeds And Wildfire Fuel Limitations
Sec 6.212 Oak Wilt Control
Sec 6.213 Utility Service Requirements
Sec 6.214 Penalties

Sec 6.201 Adoption Of Findings Of Fact

The findings and recitations set out in the preamble of Ordinance 12-01-19-01 are found to be true and correct and they are hereby adopted by the city council and made a part hereof for all purposes.

Sec 6.202 Policy

The terms and provisions hereof shall apply to stagnant water and to the accumulation and storage of any solid waste, including garbage and trash, and to the growth, accumulation, cutting and storage of grass, weeds and any other vegetative material upon property in the city, to the end that property shall be maintained in a sanitary and healthful condition for the benefit of all residents and citizens of the community.

Sec 6.203 Definitions

The following definitions shall apply in the interpretation and enforcement of this article:

Brush. All uncultivated shrubs, bushes and small trees.

Earth and Construction Materials. Earth, rocks, bricks, concrete, other similar materials and waste materials resulting from construction or remodeling.

Garbage. Rubbish, trash, kitchen and household waste, ashes, bottles, cans, rags, paper, food, food containers, lawn trimmings, tree trimmings, hedge trimmings, leaves, grass, weeds and refuse, and all decayed waste, including animal and vegetable matter, but not including sewage, hazardous, toxic or corrosive materials, earth and construction materials as herein, or any other material which may be found to be harmful to garbage collection and handling personnel or equipment.

Injure. Any and all character of physical damage, whether caused by fire or force, and which shall be done or caused willfully by any person.

Junk. All worn out, worthless and discarded material, in general, including, but not limited to, odds and ends, old iron or other metal, glass, paper, cordage, tires or other waste or discarded materials.

Lot. In addition to land within the boundaries of the property lines, all land adjacent to and extending beyond the property lines of any lot or parcel of land to the curbs or adjacent streets where curbs have been established or, where no curbs have been established, to eight (8) feet beyond the property lines.

Refuse. See “garbage.”

Rubbish. All refuse, rejected tin cans, old vessels of all sorts, useless articles, abandoned pipe, discarded clothing and textiles of all sorts, and in general all litter. The words “any and all objectionable or unsanitary matters,” not included within the meaning of the other terms as herein used, mean those which are liable to produce or tend to produce an unhealthy, unwholesome, or unsanitary condition to the general locality where the same are situated.

Solid Waste. Household garbage and refuse and commercial garbage and refuse, brush cuttings and weeds.

Trash. See “garbage.”

Unwholesome Matter. All stagnant water, filth, carrion, impure matters and any condition liable to produce disease.

Weeds. All rank and uncultivated vegetable growth or matter which is liable to become an unwholesome or decaying mass, or breeding place for flies, mosquitoes, or a wildfire hazard.

Wildfire Fuel. Brush; piles and accumulations of dead or cut vegetation, brush or trees; grass and weeds over 24 inches in height; and limbs of cedar trees (ashe juniper) closer to the ground than six feet.

HISTORY
Amended by Ord. 24-01-04-01 on 1/4/2024

Sec 6.204 Prohibited Conduct

It shall be unlawful for an owner, occupant, lessee or renter of any lot or parcel of ground within the city limits (herein cumulatively referred to as “owner” or “occupant”) to fail to keep the owner’s or occupant’s property free from brush, earth and construction materials, garbage, junk, refuse, rubbish, solid waste, trash, weeds, unwholesome matters and any other objectionable, unsightly, or unsanitary matter of whatsoever nature, or to fail to keep the sidewalks adjacent to the property free and clear from weeds and tall grass from the line of such property to the established curb or pavement line or shoulder line next adjacent thereto, or to fail to fill up and drain holes and depressions in which water collects, or to re-grade any lots, grounds or yards or any other property owned or controlled by the owner, occupant, lessee, or renter which shall be unwholesome or have stagnant water thereon, or which from any other cause, is in such condition as to be liable to produce disease, or to produce a wildfire hazard on vacant or unoccupied land, or to fail to keep any house, building, establishment, lot yard or ground owned or occupied or under his or her control at all times free from filth, carrion or other impure or unwholesome matter of any kind. However, nothing in this article shall prohibit composting by an owner or occupant on a property that includes a principal residence or use authorized by Chapter 14, the Lago Vista zoning ordinance.

HISTORY
Amended by Ord. 24-01-04-01 on 1/4/2024

Sec 6.205 Nuisance Declared; Duty To Abate

Whenever brush, earth and construction materials, garbage, junk, refuse, rubbish, solid waste, trash, weeds, unwholesome matters and any other objectionable, unsightly, or unsanitary matter of whatsoever shall exist, covering or partially covering the surface of any lot or parcel of any real estate situated within the city, or when any of said lots or parcels of real estate as aforesaid shall have the surface thereof filled or partly filled with holes or be in such condition that the same holds or is liable to hold stagnant water therein, or if from any other cause shall be in such condition as to cause disease, or produce, harbor or spread disease germs of any nature or tend to render the surrounding atmosphere unhealthy, unwholesome or obnoxious, or shall contain unwholesome matter of any kind or description, or wildfire fuels, the same is hereby declared to constitute a public nuisance, the prompt abatement of which is hereby declared to be a public necessity. Any such nuisance shall be removed from the property by the owner or other person in possession or control of such property, or by the city, or by others permitted by the city to abate the nuisance.

Sec 6.206 Right To Abate Dangerous Weeds And Wildfire Fuel

Whenever an immediate danger to the health, life or safety of any person exists as a result of weeds which have grown to a height; at any point on the property, of greater than 24 inches, or wildfire fuel on vacant or unoccupied property the city may abate or cause the abatement of the weeds or wildfire fuel without notice to the owner. In the event the city abates the nuisance under this section, the city shall forward notice to the owner within ten (10) days in the manner set forth in Section 6.208.

State law reference–Authority of municipality to regulate weeds, grass, etc., V.T.C.A. Health & Safety Code, Sec 342.004.

Sec 6.207 Right To Inspect

The code enforcement officer and city manager designees are authorized to inspect any property within the city limits, at any reasonable time, subject, however, to the restrictions against such inspection and entry of private residence for health inspection as are provided for in the laws of the state.

Sec 6.208 Violations; Notice; Failure To Abate

(a) In the event the officer charged with enforcement of this article shall determine that a situation exists which immediately affects the health, safety and well-being of the general public, to include a high risk caused by the presence of wildfire fuels, and that immediate action is necessary, such officer may take such action as shall be necessary, including issuing citations for violations of the terms and provisions hereof to the owner or occupant of the property upon which such condition exists, as may be deemed appropriate and necessary.

(b) In the event the officer charged with enforcement of this article determines a situation constitutes an immediate threat to the public health, safety and welfare, and the owner or occupant of the property is absent or fails to immediately remedy the violation, the city council may, at a regular session or at an emergency session called for the purpose of considering the issue, upon evidence heard, determine that an emergency exists and order such action as may be required to protect the public health, safety and welfare. In such event, the city may prosecute an action in any court of competent jurisdiction to recover its costs.

(c) In the event any owner or occupant shall fail or refuse to remedy any of the conditions prohibited by Section 6.204 of this article within ten (10) days after notice to do so, the city council may direct that the city do such work or cause the same to be done, and charge the expenses in doing or having such work done or improvements made, to the owners of the property, whereupon such charge shall be a personal liability of such owner to the city.

(d) Such notice may be in writing, served upon such owner and/or occupant in person by an officer or employee of the city, or may be by letter addressed to such owner or occupant at their post office address, or if personal service may not be had, or the owner and occupant's address be not known, then notice may be given by publishing a brief summary of such order at least once in the official newspaper of the city, by posting a notice on or near the front door of each building on the property upon which the violation relates, or by posting notice on a placard attached to a temporary stake or wire sign driven into the ground on the property to which the violation relates if no buildings exist and addressed "Sanitary Improvements" or "Wildfire Fuel Abatement" "To Whom It May Concern," and such publication shall be deemed sufficient notice.

(e) In the event any owner is mailed a notice in accordance with subsection (d) and the United States Postal Service returns the notice as "refused" or "unclaimed" the validity of the notice is not affected, and the notice is considered as delivered.

(f) Notices provided by mail or by posting as set forth in subsection (d) may provide for year-round abatement of the nuisance and inform the owner that should the owner commit any other violation of the same kind that pose a danger to the public health and safety on or before the first anniversary of the date of the notice, the city without further notice may abate the violation at the owner's expense and assess the costs against the property.

HISTORY
Amended by Ord. 24-01-04-01 on 1/4/2024

Sec 6.209 Assessment Of Citys Abatement Cost; Collections Of Cost; Appeals

In addition to the remedy provided in Section 6.208 and cumulative thereto, the city manager or their designee, may cause all of the actual cost to the city to be assessed on the real estate or lot on account of which such expenses occurred; provided, that the owner of any such real estate may appeal to the city council from the order to abate and the assessed costs by filing a written statement with the city secretary within ten (10) days after receipt of the notice provided for above, stating that such real estate complied with the provision of Section 6.204 before the expiration of a ten-day period. The city council shall set a date within thirty (30) days from the date of the appeal for hearing upon such appeal to determine whether the real estate complied with the provisions of Section 6.204 before the expiration of such ten-day period. The authority of the city manager or his designee to proceed to cause such work to be done shall not be suspended while an appeal from the order is pending, but if it shall be determined by the city council that the premises complied with the provisions of Section 6.204 before the expiration of such ten-day period, then no personal liability of the owner shall arise nor shall any lien be created against the premises upon which such work was done.

HISTORY
Amended by Ord. 24-01-04-01 on 1/4/2024

Sec 6.210 Cost Of City Abatement Constitutes Lien

Cumulative of the city's remedy by fine, as set forth herein, the city may do such work or cause the same to be done to remedy such condition to remove such matter from such owner's premises at the city's expense and may charge the same to the account of the owners of such property and assess the same against the real estate or lot or lots upon which such expense is incurred.

(a) Expenditures plus ten (10) percent interest on the expenditures from the date of such payment by the city shall be added to the next billing cycle for water, sewer and sanitation (herein "utility bill") for the real estate or lot or lots, if not already paid. Payment shall be due and payable in full by the owner or occupant at the time of payment of such utility bill. If the property is unoccupied, no utilities shall be furnished to the property where the work occurred until such obligation, as herein set out, payable to the city for abatement of any nuisance described herein is paid in full.

(b) Upon filing with the county clerk, of a statement by the city secretary or designee of such expenses, the city shall have a privileged lien upon said real estate or lot or lots, second only to tax liens and liens for street improvements, to secure the expenditure so made and ten (10) percent interest on the amount from the date of such payment so made by the city.

(c) The city may additionally institute suit and recover such expenses and foreclose such lien in any court of competent jurisdiction, and the statement so filed with the county clerk or a certified copy thereof shall be prima facie proof of the amount expended in any such work or improvements to remedy such condition or remove any such matter.

Sec 6.211 Limitation On Height Of Grass And Weeds And Wildfire Fuel Limitations

(a) Improved Lots. It shall be unlawful for any person who shall own or occupy any improved lot or lots in the city limits to allow weeds and/or grass to grow on such lot or lots to a height of more than twelve (12) inches. Weeds and/or grass of a height exceeding twelve (12) inches are declared a nuisance. Provided, however, this section shall not apply to property used for the growing of agricultural crops or grass if such property has not been platted into lots.

(b) Unimproved or Vacant Property. It shall be unlawful for any person who shall own or occupy any unimproved or vacant property in the city limits to allow weeds and/or grass to grow on such lot or lots to a height of more than 24 inches and/or cedar tree (ashe juniper) limbs to be within six feet of the ground on unimproved or vacant land. Provided, however, this section shall not apply to property used for the growing of agricultural crops or effluent irrigation.

Sec 6.212 Oak Wilt Control

(a) Purpose. The provisions of this article are deemed to be necessary to promote the health, safety, and general welfare of the residents of the City.

(b) Definitions. Words used and not defined in this article shall have their ordinarily accepted meaning. For the purpose of this article, the following words and phrases shall have the meaning respectively ascribed to them by this section:

(1) *Diseased Trees*. Live oak and red oak trees or wood from either species that are infected with oak wilt disease; and a red oak tree or wood from a red oak tree, which is dead or partially alive, but infected with such disease and to which the bark is still attached.

(2) *Forester*. Any individual qualified in the area of urban forestry, botany or horticulture employed or engaged by the City including but not limited to representatives from the Texas Forestry Service, Travis County or other agency.

(3) *Public Nuisance*. Red and live oak trees or wood that are determined to be infected with the fungus which causes Oak Wilt Disease (Ceratocystis Fagacearum) (“oak wilt”); a dead red oak tree or wood from a red oak tree, that was or is, infected with Oak Wilt Disease; and diseased trees and wood as defined below. Pursuant to Chapter 342, Texas Health and Safety Code, diseased trees are deemed a public nuisance.

(c) Abatement of Nuisance by Owner of Property.

(1) Red oak and live oak trees that are infected with Oak Wilt Disease, a dead red oak tree and wood from a red oak tree that was infected with Oak Wilt Disease, and all other trees and wood diseased with Oak Wilt Disease are hereby declared and determined to be a public nuisance.

(2) It shall be unlawful for an owner of any property within the City to permit or maintain on such lot or parcel any diseased trees which is a public nuisance as defined herein. It shall be the duty of the owner, within fourteen (14) calendar days from notice given under subsection (f) below to cause the diseased trees to be removed and destroyed. Such removal or destruction shall be completed under the supervision and direction of the City.

(3) Should the property owner fail to abate the public nuisance within fourteen (14) days following the receipt of notification, the City shall have the right to cause the removal and destruction of the diseased trees. The full cost of such removal and destruction shall be assessed to the owner of the property. Should the property owner fail to pay the City within thirty (30) days from the date of demand, the City may at its discretion file a lien against the property in the amount of all costs incurred by the City plus interest. The assessment of expenses and lien shall follow the procedures established in Chapter 342 of the Texas Health and Safety Code.

(d) Enforcement. The City Manager or their designee is charged with the enforcement of this article and shall perform the duties as set forth herein. The County is also authorized and requested to enforce this article within the City. The City manager or their designee shall coordinate and cooperate with the forester to the fullest reasonable extent.

(e) Inspections. Save and except as provided herein, permission of the owner, occupant, or person in control of any premises shall be necessary for entry onto the subject premises by city personnel or forester pursuant to this article. If such entry is requested and refused, and the City or forester has probable cause to believe there exists on the subject premises a public nuisance, the city code enforcement official or forester shall go before a municipal court judge of

the City and request a search warrant. The purpose of that warrant shall be to determine the presence of a public nuisance and to obtain such specimens of trees as are required for the purposes of analysis to determine whether the same are infected with Oak Wilt.

(f) Notice to Owner.

(1) If, upon inspection it is determined that a tree or oak wood is infected with Oak Wilt and if the City or forester determines that such tree or any wood thereof is a public nuisance as provided herein, the City shall serve or cause to be served upon the owner of record of the lot or parcel of land on which that diseased tree is located, a written notice requiring such owner to comply with the provisions of this article including but not limited to the removal and destruction of any diseased tree.

(2) Such service of notice shall be by personal service or certified mail, return receipt requested if the owner of the lot or parcel of land on which the diseased tree is located is a resident of the City. If the owner is temporarily absent from his residence or an owner is determined to be a non-resident, written notice shall be served by certified mail addressed to the named person at the address indicated on the most recent tax appraisal records and by posting notice of the violation on the property at the point of ingress. Certified mail returned as “unclaimed” or “refused” shall be deemed delivered.

(g) Payment of Cost. The City Council may appropriate money in the annual budget each year for Oak Wilt suppression. The Lago Vista Property Owners’ Association has indicated a willingness to share equally with the City in these costs and may contribute money for this purpose. These monies may be used to match state and federal funds to pay for the cost of Oak Wilt suppression. The owner of any lot or parcel of land within the City is and shall be responsible to pay for the removal, destruction or treatment of any diseased tree when it has been determined the diseased tree or wood is a public nuisance.

(h) Tree Trimming Personnel. Personnel hired or contracted to trim, cut, treat or remove diseased tree on improved property shall be, or shall be working under the direct supervision of a competent urban forester, botanist or horticulturist familiar with the identification and control of Oak Wilt Disease. The name, address and telephone number of all such personnel shall be filed with the City Secretary for record keeping purposes.

(i) Sterilization of Equipment Used for Trimming and Cutting. Treating or removing of a diseased tree will be sterilized after each tree is completely cut and before proceeding to the next tree. A solution of nine parts water to one part bleach is recommended for sterilization of all trimming equipment. Equipment shall be sterilized after each cutting.

(j) Oak Wilt Prevention. In order to help prevent the spread of Oak Wilt Disease, the trimming of limbs and branches on healthy live oak or red oak trees shall be prohibited annually between February 1 and June 30. The City Manager or their designee may approve exceptions to address public safety and welfare concerns, including damaged limbs resulting from storms or similar extraordinary circumstances.

HISTORY
Repealed & Replaced by Ord. 24-01-04-01 on 1/4/2024

Sec 6.213 Utility Service Requirements

(a) It is a health and safety offense to occupy a building without public, private or community utility services as required by Chapter 3 and Chapter 13 of the Lago Vista Code of Ordinances and all other applicable regulations. A certificate of occupancy or amended certificate of occupancy is required in accordance with Chapter 3 for all buildings and accessory buildings that require a permit, specifically including those with utility services.

(b) Any person or persons who shall allow or permit sewage to discharge into the ground or subsurface soil, which shall have the effect of causing odors, obnoxious, unhealthy and unwholesome conditions to exist, is declared to have caused a public nuisance and shall be in violation of this article.

(c) Effective March 1, 2013, all structures required to include or that elect to include utility services shall connect to the municipal water and wastewater systems in accordance with Chapter 3 and Chapter 13 of the Lago Vista Code of Ordinances.

(d) In addition to any provisions and prohibitions found in Chapter 13, any person or persons who may allow or permit sewage to discharge onto the ground or subsurface that results in odors, obnoxious, unhealthy, or unwholesome conditions, is declared to have caused a public nuisance and shall be in violation of this article.

HISTORY
Repealed & Replaced by Ord. 24-01-04-01 on 1/4/2024

Sec 6.214 Penalties

It shall be unlawful for any person, firm or corporation to violate any of the provisions of this article. Any person convicted of violating any term or provision of this article shall be guilty of a misdemeanor and fined in accordance with the general penalty provision set forth in Section 1.109 of this code for each and every such offense and for each and every day or portion thereof that such offense occurs or is maintained shall be a separate offense.

(Ordinance 12-01-19-01 adopted 1/19/12)

HISTORY
Amended by Ord. 24-01-04-01 on 1/4/2024

ARTICLE 6.300 NOISE

Sec 6.301 Definition
Sec 6.302 General Regulations
Sec 6.303 Noisy Vehicles Generally
Sec 6.304 Amplified Sound
Sec 6.305 Noisy Animals And Birds
Sec 6.306 Maximum Permissible Sound Levels
Sec 6.307 Method Of Sound Measurement
Sec 6.308 Permit Required For Use Of Outdoor Sound Amplification Equipment
Sec 6.309 Defenses
Sec 6.310 Penalty

HISTORY
Adopted by Ord. 24-01-04-01 on 1/4/2024

Sec 6.301 Definition

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this Section, unless the context of their usage clearly indicates another meaning:

Daytime Hours. The hours from 7:00 a.m. on one day and 10:00 p.m. the same day for residential properties or areas and 6:00 a.m. on one day and 12:00 midnight on the same day for nonresidential properties or areas.

dB(A). The intensity of a sound expressed in decibels.

Emergency. Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage or loss that demands immediate action.

Emergency Work. Any work performed for the purpose of:

(a) Preventing or alleviating the physical trauma or property damage threatened or caused by an emergency:

(b) Restoring property to a safe condition following a fire, accident, or natural disaster:

(c) Protecting persons or property from exposure to danger: or

(d) Restoring public utilities.

Nighttime Hours. The hours between 10:01 p.m. on one day and 6:59 a.m. the following day for residential properties or areas and 12:01 a.m. and 5:59 a.m. the same day for nonresidential properties or areas.

Nonresidential Property/Areas. Any real property that is not included in the definition of residential property as defined in this Section. Without limitation, the term includes properties that have been zoned other than as residential property, and properties that are devoted to public purposes, such as public parks.

Plainly Audible. Any sound that can be detected by a person using his or her unaided hearing faculties. For example, if the sound source under investigation is a portable or personal vehicular sound amplification or reproduction device, the enforcement officer need not determine the name of the song, specific words or the artist performing it. The detection of the rhythmic bass component of the music is sufficient to constitute a plainly audible sound.

Property Line. With respect to single-occupancy properties, the line along the ground surface and its vertical extension that separates the real property owned, leased, or occupied by one person from that owned, leased, or occupied by another person. With respect to shared occupancy properties the term shall mean the imaginary line that represents the legal limits of occupancy of any person who owns, leases, or otherwise occupies an apartment, condominium, hotel or motel room, office, or any other type of occupancy from that of other occupants.

Residential Property/Areas. Any real property located in the R-1, R-2, or R-4 zoning districts in accordance with the provision of Chapter 14 of the Lago Vista Code of Ordinances.

Streets. Streets shall be considered to be categorized as if included in the same zoning district as the adjacent property. In the case of a street that is adjacent to both residential and nonresidential property, the street shall be considered to be in a residential area.

HISTORY
Adopted by Ord. 24-01-04-01 on 1/4/2024

Sec 6.302 General Regulations

(a) It shall be unlawful for any person to make, continue, or cause to be made or continued any loud, unnecessary, or unusual noise that annoys, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others. In determining whether a noise is too loud, unnecessary, or unusual, the following factors shall be considered: time of day; proximity to

residential properties/areas as defined above; whether the noise is recurrent, intermittent, or constant; the volume and intensity; whether the noise has been enhanced in volume or range by any type of electronic or mechanical means; and whether the noise is subject to being controlled without unreasonable effort or expense to the creator thereof.

(b) It shall be unlawful for any person to make, assist in making, permit, continue, cause to be made or continued, or permit the continuance of any sound that either exceeds the maximum permitted sound levels specified in Section 6.306 of this code or, for purposes of Sections 6.303, 6.304, and 6.305 of this code, otherwise unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others.

(c) Except in accordance with the advance written approval authorized in Chapter 3 of the Lago Vista Code of Ordinances for construction activity, it shall be unlawful for any person to operate any equipment or power tools for commercial or industrial purposes before 7:00 a.m. or after 7:00 p.m. on any day, or at any hour on Sunday, Christmas Day, New Year's Day or Thanksgiving Day. This prohibition shall not apply to emergency work which may be verbally authorized by the City Manager or Mayor.

(d) The acts enumerated in the following sections of this article, among others, are declared to be loud, disturbing, and unnecessary noises in violation of this article, but such enumeration shall not be deemed to be exclusive.

(e) This article shall not apply to any law enforcement personnel, equipment or activity, nor shall it apply to any public utility or public works personnel, equipment or activity while in the performance of their official duties.

HISTORY
Adopted by Ord. 24-01-04-01 on 1/4/2024

Sec 6.303 Noisy Vehicles Generally

(a) The use of any motor vehicle in a state of disrepair or that includes any component modification that violates state regulations and results in any loud, unreasonable, or unusual noise, grating, grinding, rattling, or any other loud and unreasonable sound is hereby prohibited and declared to be unlawful.

(b) No person shall operate an engine of any motor vehicle as defined by the Texas Transportation Code so as to brake or slow the vehicle through the use of a compression release brake (commonly known as "jake braking"), transmission gears, or by any other method which produces any noise in addition to the normal operating engine noise.

(c) No person shall operate or allow an engine on any sort of motor vehicle, except emergency equipment or vehicles located at a permitted public event or parade, to idle for more than one (1) hour.

HISTORY
Adopted by Ord. 24-01-04-01 on 1/4/2024

Sec 6.304 Amplified Sound

(a) It shall be unlawful for any person to make, assist in making, permit, continue, cause to be made or continued, or permit the continuance of any sound using any sound amplifier that is part of or connected to any speaker system, radio, stereo receiver, compact disc player, cassette tape

player, microphone, or any other sound source, when operated: (1) in such a manner as to disturb the peace, quiet, and comfort of the neighboring inhabitants; or (2) at any time with louder volume than is necessary for convenient hearing for persons who are in the vehicle or within the property or premises in which such sound amplifier is operated and who are voluntary listeners thereto. The operation of any such sound amplifier in such a manner as to be plainly audible at a distance of 50 feet or more from a vehicle shall be presumed to be a violation of this Section. The operation of any such sound amplifier in such a manner that bass sounds are plainly audible at a distance of 50 feet or more from the property line of a property or premises in which the amplification is located shall be presumed to be violation of this Section.

(b) Amplified sound emanating from any horn, instrument, player, radio, phonograph, or other amplification device or attachment on the public street or other public or private place during nighttime hours is prohibited.

(c) It is an affirmative defense to prosecution under this Section that the sound source is a motor vehicle and that:

(1) The motor vehicle is a mobile sound stage or studio that is being used on a stationary basis at a location not situated upon any street for the purpose of providing sound, during daytime hours, for an event or function; and

(2) The use is in compliance with all other provisions of this article.

HISTORY
Adopted by Ord. 24-01-04-01 on 1/4/2024

Sec 6.305 Noisy Animals And Birds

(a) The keeping of any animal or bird that causes or makes frequent or long and continued sound that unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of ordinary, reasonable persons of normal sensibilities and ordinary tastes, habits, and modes of living who reside in the vicinity thereof is hereby prohibited and declared to be unlawful as a sound nuisance in violation of this article, regardless of whether the sound so created by said animal or bird is within the permissible levels specified in Section 6.306 of this article.

(b) In any prosecution for a violation of this section, the fact that any loud animal noise which disturbed any person, and which occurs in residential areas either:

(1) During nighttime hours; or

(2) When none of the residents who reside at the place where the animal or bird is being kept are at home; shall create a rebuttable presumption that such noise was in violation of this article.

(3) In any prosecution for a violation of this Section, the fact that any animal or bird has been allowed or permitted to persistently and chronically violate this Section, as demonstrated by the issuance of two or more citations and/or the receipt of two or more complaints from more than one household within a two month period shall create a rebuttable presumption that such noise was in violation of this article.

HISTORY
Adopted by Ord. 24-01-04-01 on 1/4/2024

Sec 6.306 Maximum Permissible Sound Levels

(a) In addition to the violations established by the preceding sections of this article, no person shall conduct, permit, or allow any activity or sound source to produce a sound discernible beyond the property on which the sound is being generated that when measured as provided in Section 6.307 of this code exceeds 80 dB(A) during daytime hours and 70 dB(A) during nighttime hours for the respective areas described above. Any sound that exceeds the dB(A) levels set forth in this section under the conditions and measurement criteria set forth in this article is a violation of this article. Evidence that an activity or sound source produces a sound that exceeds the dB(A) levels specified in this section shall be prima facie evidence of a sound nuisance that unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others in violation of this article.

(b) Regardless of the measurable dB(A) level established above, the generator of any sound of such a nature as to cause persons occupying or using any property other than the property upon which the sound is being generated to experience physically detectable sound, vibrations or resonance at a distance of fifty (50) feet from the source of the sound caused by the sound shall also be prima facie evidence of a sound that unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others in violation of this article.

(c) This section is designed to regulate noise by various alternate means in order to allow the enforcement of noise regulations at times when and by persons for whom noise meters are not available. A noise may be in violation of this article because it is disturbing to a reasonable person of ordinary sensibilities pursuant to Section 6.302 or because it is prohibited. If a noise violates one or more of these provisions, the violation will be enforced under whichever provision is most applicable to the situation as determined by the enforcement officer of the City.

HISTORY
Adopted by Ord. 24-01-04-01 on 1/4/2024

Sec 6.307 Method Of Sound Measurement

Whenever portions of this article prohibit sound over a certain decibel limit, measurement shall be made with a type 1 or type 2 calibrated sound level meter utilizing the A-weighting scale and the slow meter response as specified by the American Standards Association. Measurements recorded shall be taken so as to provide a proper representation of the sound being measured. The microphone of the meter shall be positioned so as not to create any unnatural enhancement or diminution of the measured sound. A windscreen for the microphone shall be used. Traffic, aircraft, and other transportation noise shall not be considered in taking measurements except where such background noise interferes with the noise being measured and cannot reasonably be distinguished from the primary noise. Measurements of sound generated shall be taken from the curb line of the nearest public street to the property where the sound is generated and taken toward the source of the sound. In the event that there is not at least fifty feet (50) of distance from the building in which sound is being generated and from which sound is being measured, then measurements shall be taken from the street curb line opposite the said building of the nearest public street to the property where the sound is generated.

HISTORY
Adopted by Ord. 24-01-04-01 on 1/4/2024

Sec 6.308 Permit Required For Use Of Outdoor Sound Amplification Equipment

(a) No person shall use or cause to be used any loudspeaker, loudspeaker system, sound amplifier, or any other machine or device that produces, reproduces, or amplifies sound outside of

buildings or other enclosed structures in a manner that exceeds the levels specified in Section 6.306, without first obtaining a permit to do so.

(b) No permit is required for any use not exceeding the said permissible levels.

(c) The permit shall be granted only for the amplification of music or human speech, or both.

(d) The permit:

(1) May be obtained by making application to the director of the city department so designated by the City Manager.

(2) Requires payment of a $10.00 fee for the administrative costs of issuing the permit or a sworn statement of inability to pay the fee.

(3) Is valid for a specifically requested and approved period between the hours of 8:00 a.m. and 10:00 p.m. in residential areas or between 7:00 a.m. and 12:00 a.m. (midnight) in nonresidential areas.

(4) Shall not be issued to the same or any other person for the same location more than twice during any 30 day period. In the case of a sound truck, location shall relate to the area traversed by the truck in one day. For special events which will take place over a two or three day time period in a City or POA park, the City Manager may approve a special permit to accommodate the entire event period in one permit.

(5) Shall specify the maximum sound level permitted.

(e) The permit application required to be filed pursuant to this section shall contain the following information:

(1) The date of the application and the date and hours for which the permit is requested;

(2) The name and address of the applicant;

(3) The name and address of the person who will have charge of the sound amplifying equipment;

(4) The address and a description of the location where the sound equipment will be used; and

(5) A description of the type of sound amplifying equipment to be used.

(f) The permit hereby required is not required for the purpose of regulating speech which is protected speech or to conflict with any law of any superior governmental authority.

(g) Any regulation hereof that is in conflict with any such right or authority is hereby declared to be inoperative and severable from the other regulations herein

HISTORY
Adopted by Ord. 24-01-04-01 on 1/4/2024

Sec 6.309 Defenses

The following defenses shall apply to any offense established in this article, and the same must be specifically asserted by anyone charged with a violation:

(a) The emission of any sound was for the purpose of alerting persons to the existence of an emergency, danger, or attempted crime, or was produced pursuant to any safety rule or

regulation of any governmental entity or agency.

(b) The sound was produced by an authorized emergency vehicle.

(c) The sound was produced by emergency work or an emergency situation.

(d) The sound was generated:

(1) At a lawfully scheduled stadium event;

(2) By a parade and/or spectators and participants on the parade route during a lawful parade;

(3) By spectators and participants at lawfully scheduled amphitheater, ball field or stadium event;

(4) By patrons and participants using cannons and gunfire during historical battle reenactments for which a pyrotechnic permit was obtained, and the explosives were inspected by the fire marshal;

(5) By a pyrotechnic display that was inspected and approved by the fire marshal; or

(6) By spectators and participants of any outdoor event, fun run, race, festival, fiesta, or concert that was sponsored or cosponsored by the city and in full compliance with a permit issued by the city.

(e) The sound was produced by the erection, excavation, construction, or demolition of any building or structure, including the use of any necessary tools or equipment, which activity did not produce a sound exceeding 85 dB(A) when measured from the property line of the residential property where the sound is being received.

(f) The sound was produced by aircraft, in flight or in operation at an airport. This defense shall not apply to aircraft maintenance operations which require the operation of the aircraft engine for testing and which exceed allowable sound levels before 7:00 a.m. or after 10:00 p.m. Jet engines being tested are restricted to pulses of less than two minutes duration.

(g) The sound was produced by operating or permitting the operation of any mechanically powered saw, drill, sander, router, grinder, lawn or garden tool, lawnmower, or any other similar device used between the hours of 7:00 a.m. and 10:00 p.m. when the sound is being produced for the maintenance or upkeep of the property on which it was operated. Golf course mowing and dry stack boat storage operations are permitted to begin at 6:00 a.m.

(h) The sound was generated as authorized under the terms of a permit issued under Section 6.308 of this article.

(i) The sound was produced by church bells or church chimes when used during daytime hours.

(j) The sound was produced during daytime hours by activities conducted on public parks, public playgrounds, and public or private school grounds, including, but not limited to, school athletics, band and school entertainment practice or events.

HISTORY
Adopted by Ord. 24-01-04-01 on 1/4/2024

Sec 6.310 Penalty

(a) A person commits an offense if the person makes noise in violation of a provision of this article.

(b) An offense under this article is a class C misdemeanor, punishable by a fine of not less than $100.00 nor more than $2,000.00, or, if the person has previously been convicted of a violation under this article, by a fine of not less than $200.00 nor more than $2,000.00, as is consistent with the portion of this code governing penalties for health and safety violations.

(c) Each occurrence of a violation, or, in the case of continuous violations, each day a violation occurs or continues, constitutes a separate offense and may be punished separately.

(d) A violation of this article is a nuisance. The prosecution of an offense under this article does not limit the city's right to abate the nuisance, including the use of injunctive or other civil relief.

(e) No provision of this article shall be construed to impair any common law or statutory cause of action, or legal remedy there from, of any person, for injury or damage arising from any violation of this article or from other law.

HISTORY
Adopted by Ord. 24-01-04-01 on 1/4/2024

ARTICLE 6.400 ABANDONED, INOPERABLE OR UNREGISTERED VEHICLES, AIRCRAFT AND WATERCRAFT

Sec 6.401 Purpose
Sec 6.402 Definitions
Sec 6.403 Applicaility
Sec 6.404 Enforcement Procedures

HISTORY
Adopted by Ord. 24-01-04-01 on 1/4/2024

Sec 6.401 Purpose

Except as authorized by specific provisions of Chapter 14 of the Lago Vista Code of Ordinances or as exempted below, all abandoned, inoperable or unregistered vehicles, aircraft, and watercraft, including any parts thereof, that are visible from a public place or neighboring property are prohibited as:

(a) Detriments to the safety and welfare of the general public;

(b) Tending to reduce the value of private property;

(c) Inviting vandalism;

(d) Contributing to fire hazards;

(e) Constituting an attractive nuisance detrimental to the health and safety of minors in particular;

(f) Producing urban blight adverse to the maintenance and continuing development of the municipality; and

(g) Creating a public nuisance.

HISTORY
Adopted by Ord. 24-01-04-01 on 1/4/2024

Sec 6.402 Definitions

The words used in this article and not defined by their context or in this section shall have their ordinarily accepted meaning. Otherwise, the following words and phrases shall have the meaning respectively ascribed to them below:

Abandoned, Inoperable or Unregistered Aircraft. any vessel that is invented, used, or designated for air navigation or flight, other than a parachute or other device used primarily as safety equipment that can be described in any one or more of the following ways:

(a) Has been stored for more than 90 days on City property at the Rusty Allen Airport during which time the City has been unable to determine and/or locate the owner;

(b) Is wrecked, discarded, “junked,” dismantled or partially dismantled;

(c) Is inoperable and has remained inoperable for more than 180 days;

(d) Is not properly licensed or registered in the manner provided by the Federal Aviation Administration (FAA) registration regulations; or

(e) Does not have identifications numbers clearly displayed on the aircraft in compliance with Federal Aviation Administration (FAA) regulations.

Abandoned, Inoperable or Unregistered Vehicle. any vehicle, whether motorized or not including passenger cars, trucks, recreational vehicles (RVs), campers, travel trailers or motorcycles that can be described in any one or more of the following ways:

(a) Is wrecked, discarded, “junked,” dismantled or partially dismantled;

(b) Is inoperable or immovable and has remained in that condition for more than:

(1) Seventy-two hours if the vehicle is on public property; or

(2) Thirty consecutive days if the vehicle is on private property.

(c) Does not include both of the following lawfully attached certifications:

(1) An unexpired license plate; and

(2) A current motor vehicle registration/inspection decal.

Abandoned, Inoperable or Unregistered Watercraft. any structure or vessel designed or adapted to be navigated from place to place on the water (without or without propelling machinery), such as boats, ships, sailboats, barges, or jet skis, that can be described in any one or more of the following ways:

(a) Is not secured to a trailer designed for that specific vessel type to be transported on public streets and includes both of the following attached certifications:

(1) An unexpired license plate; and

(2) A current motor vehicle registration/inspection decal.

(b) Does not display current and valid Texas Parks and Wildlife Department registration decals;

(c) Is wrecked, discarded, “junked,” dismantled or partially dismantled;

(d) Is otherwise damaged so as to be unsafe if launched and remains in that condition for more than seventy-two hours.

Antique Aircraft or Vehicle. an aircraft, passenger car or truck constructed by the original manufacturer (or licensee) on or prior to August 31, 1945.

Aircraft or Vehicle Collector. a person who:

(a) Owns one or more antique or special interest aircraft or vehicles; and

(b) Acquires, collects, restores, preserves, or disposes of an antique or special interest aircraft or vehicle for historic interest or public display.

Special Interest Aircraft or Vehicle. an aircraft or vehicle of any age that has not been changed from the original manufacturer's specifications and, because of its historic interest, is being preserved.

HISTORY
Adopted by Ord. 24-01-04-01 on 1/4/2024

Sec 6.403 Applicaility

The provisions of this article shall apply to all abandoned, inoperable, or unregistered vehicles, aircraft or watercraft, or parts thereof, except in accordance with the following specific exemptions:

(a) (a) When stored or completely enclosed within a building in a lawful manner and in accordance with all other applicable regulations such that the vehicle, aircraft or watercraft in question is not visible from any public or neighboring property;

(b) (b) When stored or parked in a lawful manner on private property in accordance with all other applicable regulations, including the provisions of Chapter 14, Zoning by an active business with all appropriate or required credentials and when all such outdoor areas are:

(1) (1) Maintained in an orderly manner;

(2) (2) Do not contribute to a health or safety hazard; and

(3) (3) Are screened from ordinary public view by appropriate means, including fencing and/or landscaping.

(c) (c) Antique or special interest aircraft or motor vehicles stored or parked in a lawful manner on the private property of an aircraft or vehicle collector and when all such outdoor areas are:

(1) (1) Maintained in an orderly manner;

(2) (2) Do not contribute to a health or safety hazard; and

(3) (3) Are screened from ordinary public view by appropriate means, including fencing and/or landscaping.

(d) (d) Static Display of the F-4 Phantom II Jet on loan to the City of Lago from the National Museum of the United States Air Force.

HISTORY
Adopted by Ord. 24-01-04-01 on 1/4/2024

Sec 6.404 Enforcement Procedures

(a) Prior Notice.

(1) Prior to any official action being taken to abate and remove a vehicle, aircraft or watercraft constituting a public nuisance, from private or public property (including a right-of-way), not less than fifteen days' notice shall be given, except as hereinafter provided, to the following parties:

(A) The last known registered owner of the vehicle, aircraft or watercraft as shown on the certificate of title;

(B) Any lien holder of record;

(C) When the vehicle, aircraft or watercraft is located on private property, the owner or occupant of that property; and

(D) When the vehicle, aircraft or watercraft is located on public property (including a right-of-way), the owner or occupant of all adjacent private property.

(2) In the case of an aircraft, the additional provisions below are applicable.

(A) If the City is unable to determine the ownership of an aircraft that has been located on public property at the Rusty Allen Airport for more than 90 days, the City may petition a district court in Travis County to determine the ownership of the aircraft if:

(i) The City has provided notice in the same manner as provided by Transportation Code, Section 683.012 for notice of an abandoned motor vehicle; and

(ii) (The City has contacted the Federal Aviation Administration in an attempt to identify the owner of the aircraft.

(B) If an owner of an aircraft fails to claim the aircraft within 60 days after the date notice is given and the court declares the aircraft as abandoned property, and grants title to the aircraft to the City, the City shall dispose of the aircraft in the same manner the city disposes of salvage or surplus property.

(C) A determination of ownership made by the court under this Section does not affect the right of the City to recover fees against the owner of the aircraft for storage or maintenance costs or fees.

(3) The notice shall be mailed, by certified mail with a five-day return requested, and a copy of such notice shall also be affixed in a conspicuous manner to the vehicle, aircraft, or watercraft, and shall state the following:

(A) The nature of the public nuisance;

(B) That it must be removed and abated not later than the fifteenth day after the date on which the notice was mailed;

(C) That any, request for a hearing must be made before the fifteen-day period expires, and that the hearing will be held by the city council on a date specified in the notice, which date will be at least eleven days following the date of the service of notice;

(D) That the persons required to be noticed are entitled to speak at the public hearing, either by making a request prior to the time of the hearing or by making a request at the time of the hearing; and

(E) That failure to abate the nuisance or failure to attend the hearing after notice constitutes a waiver by the owner and lien holders of all right, title and interest in the vehicle, aircraft or watercraft and shall be deemed as their consent to disposal of the property under the applicable terms of the Texas Transportation Code.

(4) If the post office address of the last known registered owner of the public nuisance is unknown, notice may be affixed in a conspicuous manner to the vehicle, aircraft, or watercraft, or, if the owner is located, hand delivered.

(5) If any notice is returned undelivered by the United States Post Office, official action to abate the nuisance shall be continued to a date not less than ten days after the date of the return of the notice.

(b) Hearing.

(1) At the public hearing, the City Council shall hear and consider all relevant evidence, objections or protests and shall receive testimony from owners, witnesses, city personnel and interested persons relative to such alleged public nuisance. The hearing may be continued from time to time.

(2) At the hearing an abandoned, damaged, or unregistered vehicle, aircraft or watercraft is presumed, unless demonstrated otherwise by the owner, to be inoperable.

(3) Following the public hearing, the City Council shall consider all evidence and determine whether the vehicle, aircraft or watercraft, or any part thereof, constitutes a public nuisance as alleged. If the City Council finds that a public nuisance does exist and that there is sufficient cause to abate the nuisance, and that notice requirements provided in this article have been met, the City Council shall make a written order setting forth his findings and ordering that the nuisance be abated.

(4) If the information is available at the location of the nuisance, the order requiring removal of the nuisance must include the following:

(A) Description of the movable property (vehicle, aircraft, or watercraft);

(B) Vehicle or other equivalent or similar identification number;

(C) License plate number of any vehicle or trailer;

(D) Registration number or other similar certification numbers; and

(E) A statement that all such movable property (vehicle, aircraft, watercraft, or trailer) will be disposed of in accordance with the Texas Transportation Code.

(5) The relocation of a vehicle, aircraft or watercraft that is a public nuisance to another location within the municipal limits after a proceeding for the abatement or removal of the public nuisance has commenced, has no effect on the proceeding if the same movable property constitutes a public nuisance at the new location.

(c) Abatement and Disposal.

(1) In the event the City Council orders abatement of the nuisance, the City or any duly authorized person may abate such public nuisance by removal and disposal of the movable property in question.

(2) After any vehicle, aircraft or watercraft has been removed under the authority of this article, it shall not be reconstructed or made operable again.

(3) Any vehicle, aircraft or watercraft taken into custody by the City or any duly authorized person pursuant to a provision of this article shall be disposed of in accordance with applicable provisions of Chapter 683, subchapter E of the Texas Transportation Code.

(d) Notice to State. No later than the fifth day after the date of removal of a vehicle, aircraft or watercraft pursuant to this article, notice must be given to the state Department of Transportation. Such notice must identify the movable property in question.

(e) Offenses and Penalty. A person commits an offense by maintaining a public nuisance described by this article. Such an offense is a misdemeanor punishable by a fine in accordance with the general penalty provision found in Section 1.109 of Chapter 1 of this code. Each day an offense occurs or continues shall be considered a separate offense.

HISTORY
Adopted by Ord. 24-01-04-01 on 1/4/2024

AGENDA ITEM NO. 13

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 6, 2025

SUBMITTED BY: Taylor Whichard, Public Works

SUBJECT: Discussion, consideration, and possible action authorizing the City Manager to enter into an agreement with Rebuild-it Services Group for an emergency rebuild of the clarifier at Water Plant #1 in an amount of $304,009.

BACKGROUND: Water Treatment Plant #1, originally constructed in the mid-1980s, has been a critical component of the city's water supply system for nearly four decades. Over time, wear and tear have taken a toll on its infrastructure, particularly the clarifier, which is essential for removing solids and ensuring water quality compliance. The clarifier has been out of operation for over a month due to mechanical failure, highlighting the urgent need for repairs to restore functionality and prevent further disruptions to the treatment process. A professional assessment confirmed that key components must be rebuilt or replaced to ensure long-term reliability and efficiency.

FINDINGS:

The scope of work includes a comprehensive rebuild of the existing drive unit, which involves disassembling and inspecting all major components, replacing worn-out parts such as bearings and seals, and reassembling the unit with a premium protective coating to enhance durability. Additionally, new structural components, including a torque tube, feedwell, and squeegees, will be installed to improve system performance. Professional turn-key installation services will ensure proper alignment, leveling, and operational testing of the restored clarifier. The proposed repairs will extend the equipment's lifespan, reduce the likelihood of unexpected failures, and support the plant's ability to meet regulatory requirements.

Warranty Information:

The warranty provided by Rebuild-it Services Group includes:

- **Two (2) years** of coverage from the initial start-up or **two**

years and six months from shipment, whichever occurs first.
- The warranty covers defects in material and workmanship but excludes consumables, improper maintenance, and damages caused by external factors.
- The warranty is voided if the drive control system is not properly connected or if the recommended lubricants are not used.

These repairs will enhance the operational efficiency of the clarifier, extend its lifespan, and reduce the likelihood of costly emergency repairs in the future.

This is an emergency repair of critical infrastructure. As per Section 252.022 (a)(2) & (3) - GENERAL EXEMPTIONS, procurement necessary to preserve or protect the public health or safety of the municipality's residents, and procurement necessary because of unforeseen damage to public machinery, equipment or other property are generally exempt from the standard competitive bidding process.

FINANCIAL IMPACT:

The total cost of the repairs is **$304,009.00**, which includes:

- **Drive unit rebuild:** $64,917.00
- **New torque tube, feedwell, and squeegees:** $73,608.00
- **Turn-key labor services:** $165,484.00

These funds will be allocated from the **Utility Reserve Fund**, ensuring that no additional financial burden is placed on the General Fund or water customers at this time. As of Jan 30th, the balance in the Utility Reserves Fund is $16,683,311.45.

A budget amendment will be brought forward for formal council approval.

RECOMMENDATION:

Staff recommends that the City Council approve the proposal from Rebuild-it Services Group in the amount of **$304,009.00** for the necessary clarifier repairs at Water Treatment Plant #1. These repairs are essential to maintaining the city's water treatment infrastructure and ensuring continued regulatory compliance.

ATTACHMENTS:

2025-01-30 _ RSG Proposal _ WTP #1 _ Clarifier.pdf
1000096980.jpg
1000096978.jpg

1000096975.jpg
1000096981.jpg
1000096977.jpg
1000096976.jpg
1000096982.jpg

PROPOSAL

Rebuild-it Services Group
The No. 1 Drive Rebuild company

Rebuild-it Services Group
A Sentry Equipment Service
4188 Nike Dr. | West Jordan, UT 84088
(888)709-5676
Rebuild-it.com | sales@rebuild-it.com

PROPOSAL DATE: January 30, 2025

PROPOSAL NUMBER: Q113588

**Please note this proposal is interactive for your convenience.
Feel free to click on any of the hyperlinks for helpful information.

PREPARED FOR:
City of Lago Vista, TX
Water Treatment Plant #1
21001 Seminole Dr.
Lago Vista, TX 78645
Attention: Christopher Maxwell
Phone: (512)517-8004
Email: chris.maxwell@lagovistatexas.gov



SCOPE SUMMARY:
Rebuild the existing drive unit, supply a new torque tube, feedwell, squeegees, and provide professional turn-key installation services.

PREPARED BY:
Rebuild-it Services Group
A Sentry Equipment Company
4188 West Nike Drive
West Jordan, Utah 84088
Aj C. Ursin
Main: (888)709-5676
Office: (713)258-9764
E-Mail: aj.ursin@rebuild-it.com
Website: www.rebuild-it.com

PROJECT SUMMARY:

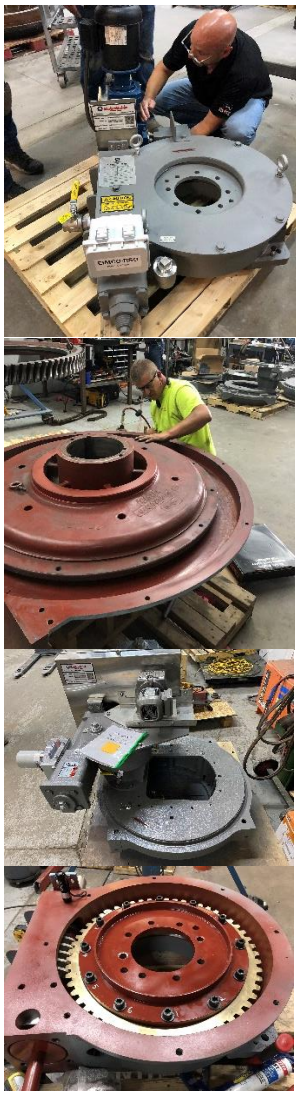
Rebuild-it Services Group (RSG) (A Sentry Equipment Company) is pleased to offer the following proposal to rebuild the existing 36" combination drive unit. Additionally, RSG will also provide: (1) 18" diameter torque tube, (1) 6' diameter x 4'-6" tall feedwell, 20-gauge adjustable squeegees, and professional turn-key installation services. All equipment and services will be provided for an existing 36' diameter solids contact clarifier at the Lago Vista WTP #1 located in Lago Vista, TX.

SCOPE OF WORK:

REBUILD THE EXISTING 36" COMBINATION DRIVE UNIT:

We include the following:

- Disassemble and inspect the existing drive units.
- Steam clean and evaluate all parts.
- Provide an inspection report indicating the condition of the parts and provide a final recommendation for the drive rebuild.
- Blast and clean all major reused parts for the drive unit, which may include the main gear, base or housing(s), pinion, worm gear, end cap and covers.
- Replace all wear items, such as bearings, seals, gaskets, keys, retaining rings, gauges, sight glasses, piping, and fasteners.
- Replace the rake gearmotor.
- Replace the turbine gearmotor.
- Rebuild the torque control.
- Machine and polish all re-useable parts as needed.
- RSG premium 3-layer coating system (see below for more details).
- Re-assemble, paint, inspect, and test the drive unit.
- Stainless steel oil piping.
- Installation hardware and shims.
- **2-year warranty.**



*Items that are **not** included:*

- Pinions, gears, housings, shafts, and covers are typically reused in a standard rebuild. If any are damaged and can't be reused, their cost will be added to the order.
- Lubricants.

RSG Drive Rebuild Video (click below)



Note: This pricing is based on a typical (standard) rebuild and does not include the replacement of major components, i.e., gears, precision bearing, pinion, housings, and covers. If any of these other items are deemed to be replaced, there will be an additional charge for these item(s).

RSG DRIVE UNIT PREMIUM THREE LAYER COATING SYSTEM:

Rebuild-it utilizes a unique coating system that delivers exceptional durability for the drive unit. Unlike standard coatings, our innovative solution sets a new standard, ensuring long-lasting protection and performance.

All exterior drive unit surfaces:

- Blast cleaned to SSPC-SP6.
- Prime coat: Tnemec Hi-Build Epoxy-dry film thickness of 4-6 mils. Color: Pencil Gray
- Final coat: UV protected industrial grade polyurethane coating to a dry film thickness of 6.0 mil minimum. Color: Pencil Gray

All interior surfaces except for machined surfaces and gear faces:

- Power cleaned and then coated with a Tool Crib red insulating varnish.
- All machined surfaces will be coated with LPS 3 Rust Inhibitor.
- All reducers and motors will have the manufacture's standard finish.

Existing Drive Unit





CLARIFIER COMPONENTS:

- Materials to be **304 stainless steel** unless noted otherwise.
- Torque Tube:
  - 18" diameter x 20'-0" long (approximately).
  - Minimum wall thickness to be 1/4".
- Flocculating Feedwell:
  - 6'-0" diameter x 4'-6" deep made from 3/16" plate with necessary supports.
  - Feedwell to be supplied with a minimum of four (4) 4" x 12" long scum ports to allow floating material to escape the feedwell.
  - Feedwell to be a bolted design.
- New Squeegees:
  - Constructed out of 20-gauge 304 stainless steel.
  - Squeegees to have slotted mounting holes for proper adjustments.
  - Includes 304 stainless steel fasteners.
- Fasteners to be 304 stainless steel unless noted otherwise.

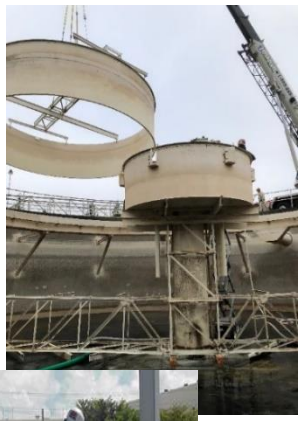
EXCLUDED FROM SCOPE OF SUPPLY:

- Reuse existing bridge, walkway, grating, and handrails.
- Reuse existing influent pipe and supports.
- Reuse existing turbine impeller, supports, and steady bearing.
- Reuse existing flocculation skirt and supports.
- Reuse existing launder system and supports.
- Reuse existing rake arms.
- Other electrical control panels, field wiring, conduits, light post, photocells, etc.
- External piping, wash down hoses, nozzles, scum spray systems, or other water piping.
- Access stairways, walkways, grating, handrailing, etc. outside the tank.
- Any items not specifically noted as being supplied by RSG in this proposal.

RSG PROFESSIONAL TURN-KEY LABOR SERVICES:

The scope of work for this project is as follows:

- Site mobilization and travel time to the job site.
- Remove the existing drive unit.
- Remove squeegees and take measurements.
- Ship existing drive to an RSG rebuild facility.
- Rebuild drive as described above.
- Coat steel & concrete floor as described below.
- Ship newly rebuilt drive and squeegees to the jobsite.
- Mobilize back to the jobsite.
- Install newly rebuilt drive unit.
- Install new squeegees.
- Level the drive unit.
- Level the rake arms.
- **Crane**, **telehandler**, mats, & rigging equipment as needed.
- Provide assistance during start-up & testing.
- Provide all required confined space entry hoisting and rigging equipment.
- A foreman/safety QC manager will be on site.
- Project to be completed in (2) mobilizations.
- Field service start-up and check out services.
- Demobilization of personnel and equipment.







*This proposal **excludes** the following items:*

- Draining and cleaning of the tank. The tank shall be drained and cleaned prior to RSG's arrival on site.
- Electrical disconnect and reconnect.
- Electrical controls, mounting plates, brackets, conduit, wiring, mounting channels, light posts, photocells, etc.
- Permits, fees, and/or stamped engineering documents.
- Temp facilities include porta-johns & disposal bins.
- Removal of dome or access panels for covered tank.
- No concrete work.
- Assumes reasonable access to basins.
- No coating on site – touch up paint only if needed.
- Hazardous material handling and/or disposal.
- Disposing of old debris, parts, or oil.
- Lubricants (see recommended drive oil below).
- Overtime premiums and weekends.
- Prevailing wages (pricing available upon request).
- Any work not specifically included.





PRICING SECTION:

Pricing to rebuild the existing drive unit as described above……..$64,917.00

Pricing to for a new torque tube, feedwell, & squeegees as described above……..$73,608.00

Pricing for professional turn-key labor services described above……..$165,484.00

TOTAL……..$304,009.00

NOTES:

- Freight is included in the above pricing.
- Work to be performed in 2-mobilizations.

ESTIMATED SCHEDULE:

Engineering: 3-4 weeks
Customer approval: 1-2 weeks
Drive rebuild: 6-8 weeks after customer approval
Fabricated components: 8-10 weeks after customer approval
Labor services: 2-3 days on site per mobilization
Check out services: 1 day

Please be sure to reference this quotation number and date on your purchase order.
Remit order to:
Sentry Equipment Company
P.O. Box 1493
West Jordan, Utah 84084
Attention: Candace King, cking@rebuild-it.com

PRICING AND PAYMENT TERMS:

We appreciate the opportunity to offer our parts & services. Upon receipt of an order, we assure you of our continued interest and service. RSG will provide the best service possible to ensure we exceed your expectations. The actual lead-times are based on the schedule and inventory at the time of ordering as lead times are subject to change according to the current job schedule.

This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

Terms: If not outline otherwise in the proposal, terms for the parts and/or equipment are 100% due after shipment or service is completed. Net 30 days from shipment or after service is completed. If the project exceeds $50,000.00 for materials, then the payment terms are 50% up front for engineering and raw materials and 50% due shipment, still net 30 days. The prices are good for **60** days.

Sales Tax: No sales taxes, use taxes, or duties have been included in our pricing. We are required to collect sales tax for the following states: Utah, California, and Washington. If you are not tax exempt, please remit taxes directly to the governing authorities.

Freight: Prices quoted are F.O.B. shipping point with freight prepaid and shipped to a readily accessible location nearest to the jobsite, unless otherwise indicated, unless otherwise noted. All claims for damage or loss in shipment shall be initiated by purchaser.

Shipment: Shipping times noted within this proposal are estimated and will be finalized once an order has been received and accepted.

Field Service: Prices do not include field service unless noted in the rebuild scope of work description. Additional field service is available at $1,200.00 per day plus expenses.

Carbon and Stainless-Steel Escalation: Any material price increase from the proposal date to material procurement that is greater increase from the stated price of more than 5% are herein subject to price escalation. The escalation shall be based on the increase of cost, without additional profit. Any revisions or changes requested by the customer will be priced on a case-by-case basis. The steel pricing and escalations are based on the material index located at www.steelbb.com.

WARRANTY & TERMS AND CONDITIONS:

Parts and/or Equipment manufactured or rebuilt and sold by Rebuild-it Services Group, once paid for in full, is backed by the following warranty:

For the benefit of the original user, RSG warrants all new parts and equipment sold or rebuilt by RSG to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by it, any part or parts returned to which RSG's examination shall show to have failed under normal use and service by the original user within two (2) years following initial start-up, or two (2) years and six (6) months from shipment to the purchaser, whichever occurs first, unless otherwise mentioned.

Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based upon RSG's estimate of the percentage of normal service life realized from the part. RSG's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

This warranty is expressly made by RSG and accepted by purchaser in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. RSG shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a RSG factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures. When buying a drive or drive rebuild, if the drive control has not been hooked up or disabled, the warranty on the drive is not valid. If the recommended or equivalent oil is not used or correct quantity is not applied, it will void the warranty. It is the customers responsibility to grease and lubricate the drives, if this is not done on a regular basis it will void the warranty.

This warranty applies only to equipment made or sold by Rebuild-it Services Group, LLC (RSG). RSG makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

CONFIDENTIALITY:

All the information in this quotation is confidential and has been prepared for your use solely in considering services described. Transmission of all or any parts of this information to others or use by you for other purposes is unauthorized without our written consent.

TERMS AND CONDITIONS:

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on Rebuild-it Services Group (RSG). The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

1. SPECIFICATIONS: RSG is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings if applicable. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. ITEMS INCLUDED: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. PRICE AND DELIVERY: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. RSG or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying RSG of any damage or shortage within forty-eight hours of receipt, and failure to so notify RSG shall constitute acceptance by Purchaser, relieving RSG of any liability for shipping damages or shortages.

4. PAYMENTS: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when RSG is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

5. INSTALLATION SUPERVISION: Prices quoted for equipment do not include installation supervision, unless otherwise noted. RSG recommends and will, upon request, make available, RSG's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by RSG or installed in accordance with RSG or original manufacture instructions and inspected and accepted in writing by RSG or manufacture representing RSG.

RSG will supply the safety devices described in this proposal or shown in RSG's or manufacture represented drawings furnished as part of this order but excepting these, RSG shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless RSG from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by RSG or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

6. ACCEPTANCE OF PRODUCTS: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by RSG within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by RSG unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

7. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

8. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for RSG benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

9. SHIPMENTS: Any shipment of delivery dates recited represent RSG's best estimate but no liability, direct or indirect, is assumed by RSG for failure to ship or deliver on such dates.

RSG shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, RSG may, without

incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from RSG that the equipment is ready for shipment; and thereafter any storage or other charge RSG incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than RSG or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond RSG reasonable control and occurring at a location other than RSG or its supplier's shipping points, RSG assumes no liability in delivery delay. If Purchaser refuses such delivery, RSG may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

10. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. RSG will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. RSG assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

11. RETURN OF PRODUCTS: No products may be returned to RSG without RSG's prior written permission. Said permission may be withheld by RSG at its sole discretion.

12. BACK CHARGES: RSG will not approve or accept back charges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of RSG furnished materials unless such back charge has been authorized in advance in writing by a RSG employee and a purchase order, or work requisition signed by RSG.

13. INDEMNIFICATION: Purchaser agrees to indemnify RSG from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

14. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings and is not subject to modification except by a writing signed by an authorized officer of each party.

15. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

16. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of 25,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by RSG against which a claim is sought.

17. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____ Customer Address: _____

_____ Contact Name: _____

Contact Phone: _____ Contact Email: _____

Signature: _____ Printed Name: _____

Title: _____ Date: _____


replacing
bushing

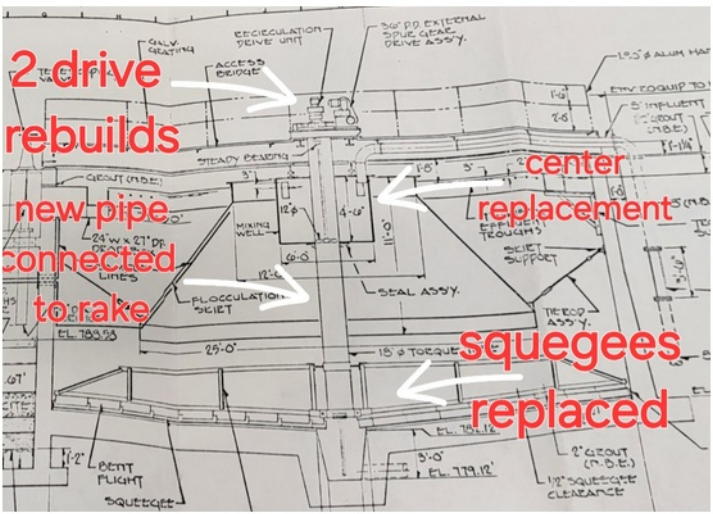

squegees
replacement
(some broke
when pipe fell
from center)




2 drives
rebuild
replacing


(main cause of clarifier shutdown)
underwater at all times.
broke and fell down. is always suspended


Doors to
center starting
to rust and fall
off
(mixing basin)


2 drive rebuilds
new pipe connected to rake
center replacement
squegees replaced
RECIRCULATION DRIVE UNIT
GALV. GRATING
ACCESS BRIDGE
STEADY BEARING
MIXING WELL
FLOCCULATION SKIRT
SEAL ASSY.
SKIRT SUPPORT
TEFCO ASSY.
18 ø TORQUE
29'-0"
EL. 789.53
EL. 779.12
BENT FLIGHT SQUEEGEE
2" GROUT (N.S.E.)
1/2" SQUEEGEE CLEARANCE

AGENDA ITEM NO. 14

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 6, 2025

SUBMITTED BY: Councilor Saum, City Council

SUBJECT:

Discussion, consideration, and possible action on passing Resolution No. 25-2111; regarding support for House Bill 1189 which is no Tax Payer Funded Lobbying.

BACKGROUND:

Representative Ellen Troxclair's office has requested that we submit a resolution supporting HB 1189 which would prohibit taxpayer funded lobbying.

FINDINGS:

Key Provisions of HB 1189:

Prohibition on Public Funds for Lobbying – The bill prohibits political subdivisions (cities, counties, etc.) from spending public funds to:

- Hire registered lobbyists under Chapter 305 to lobby the legislature.
- Pay nonprofit state associations (such as TML) that hire or contract with registered lobbyists.

Enforcement Mechanism – If a political subdivision violates this law:

- Taxpayers and residents can seek injunctive relief to stop prohibited lobbying activities.
- If successful, they can recover attorney's fees and court costs from the political subdivision.

Changes to County Association Funding – Counties can still join associations like TML, but they cannot use taxpayer funds to pay membership dues if the association hires lobbyists to influence legislation.

Under Texas law, lobbying is defined in Chapter 305 of the Texas Government Code. According to § 305.003, a person must register as a lobbyist if they:

- Communicate directly with a member of the legislative or executive branch to influence legislation or administrative action, and
- Receive compensation of more than $1,000 per calendar quarter or spend more than $500 per calendar quarter on lobbying-related expenses (e.g., travel, gifts, entertainment for officials).

Local elected officials do not receive compensation to communicate with legislative or executive branch members to influence legislation or administrative action and therefor can still advocate for their City/County. TML could still provide legislative research, guidance, educational materials and can still advocate for policies on municipalities behalf.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Pass

ATTACHMENTS:
2025-02-06 _ Resolution No. 25-2111 _ No Taxpayer Funded Lobbying _ Saum.pdf

RESOLUTION NO. 25-2111

A RESOLUTION SUPPORTING HB 1189 TO BAN TAXPAYER-FUNDED LOBBYING WHILE ENSURING SMALL CITIES RETAIN A VOICE IN THE LEGISLATIVE PROCESS

WHEREAS, the City Council of Lago Vista believes in responsible stewardship of taxpayer dollars and supports ending the use of public funds for direct lobbying efforts, which historically benefit large cities like the City of Austin who have more money to spend on high powered lobbyists who advocate for policies that hurt smaller communities like Lago Vista; and

WHEREAS, HB 1189, authored by Representative Ellen Troxclair, prohibits political subdivisions from using taxpayer funds to hire registered lobbyists or pay associations that engage in lobbying; and

WHEREAS, Lago Vista elected officials and citizens have the ability to advocate for and against legislation through their state elected officials, in-person at the capitol, through phone calls, emails and discussions with capitol staff and members; and

WHEREAS, while the City of Lago Vista supports transparency and fiscal responsibility, it recognizes that smaller municipalities rely on organizations such as the Texas Municipal League (TML) to provide crucial legal, educational, and advocacy resources that benefit local governance; and

WHEREAS, it is essential that small and mid-sized cities retain access to legislative analysis, legal interpretations, and advocacy on infrastructure, water, and public safety issues that impact municipalities like Lago Vista

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAGO VISTA, TEXAS that it supports HB 1189 under the condition that organizations like TML may continue to**:**

1. Provide legal guidance and technical assistance to municipalities.
2. Educate legislators on the impact of proposed bills without engaging in lobbying activities.
3. Respond to legislative requests for factual information and data analysis.
4. Advocate for municipal interests through non-lobbying means, such as research publications and committee testimony when requested by lawmakers.

BE IT FURTHER RESOLVED, the City of Lago Vista urges the Texas Legislature to clarify implementation guidelines for HB 1189 to ensure cities are not left without a voice in critical policy discussions affecting municipal governance

PASSED AND APPROVED this 6th day of February, 2025.

_____
Kevin Sullivan, Mayor

ATTEST:

_____
Maria Franco, City Secretary

AGENDA ITEM NO. 15

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 6, 2025

SUBMITTED BY: Taylor Whichard, Interim City Manager

SUBJECT: Discussion, consideration, and possible action on approving the Consent Agreement for the creation of an In-City 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.

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:
2025-02-06 _ Firefly Cove _ MUD Consent Agrmnt _ CA and Benefield _ Clean.pdf
2025-02-06 _ Firefly Cove _ MUD Consent Agrmnt _ CA and Benefield _ Redlined.pdf
Firefly Cove Original Petition Letter.pdf
Firefly Cove PDD _ Ord No. 21-09-02-01.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 ("*Developer*"). Upon final creation of **Firefly Municipal Utility** (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 289 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, the Land 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 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) Developer agrees to obtain the City's approval of the name of the 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 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. Developer further agrees to grant public access with a City approved public access easement to (i) all mountain bike and pedestrian walking trails throughout the Project, (ii) eight (8) pickleball courts, and (iii) parkland and certain amenities for water recreation and lake access, such as, in Developer's sole discretion, picnic tables, benches, shade structures, and other facilities and improvements to be constructed and installed on approximately twelve (12) acres of shoreline along Lake Travis. 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 for ongoing maintenance. (b) The Developer agrees to maintain ownership of the eight (8) pickleball courts and designated parkland within the Firefly MUD subdivision. Access to these amenities shall be strictly limited to the residents of the City of Lago Vista. Access shall be controlled via a secure, city-recognized key card system, ensuring that only Lago Vista residents are permitted to use these facilities. These facilities shall not be open for public use by residents of neighboring municipalities including, but not limited to, Marble Falls, Jonestown, Leander, and Austin. Maintenance and operational costs for these facilities shall be borne by the Firefly HOA, ensuring that the City of Lago Vista is not financially responsible for ongoing upkeep. However, an irrevocable access agreement shall be granted to all Lago Vista residents. All amenities within Firefly will be available to the citizens of Lago Vista, except for the swimming pool.

Section 2.05 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 follow 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 2.06 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 $2,400,000.00. 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).

(e) The Developer commits to an additional $600,000 in funding for the improvements to the Boggy Ford Road and Drapers Cove intersection, bringing the total contribution to $800,000. These improvements may be implemented in phases, with completion required before the development of Phase 3 of the Firefly Cove subdivision. Lago Vista shall assume maintenance of internal roads upon satisfactory completion.

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 of Lago Vista or Travis County. The issuance of any future bonds shall require voter approval, and any refunding bonds shall maintain the same majority consent. Additionally, new bonds may only be issued for the development of new infrastructure. Lago Vista 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
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

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.: 2024-____

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 _____, 2024.

_____
Mayor

ATTEST:

_____
City Secretary

(SEAL)

CONSENT AGREEMENT
(~~Travis County~~Firefly Municipal Utility District ~~No. ____~~)

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 ("*Developer*"). Upon final creation of **~~Travis County~~Firefly Municipal Utility ~~District No. _____~~**, (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 289 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, the Land 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 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.

~~(b)~~(d) Developer agrees to obtain the City's approval of the name of the 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 ~~City~~ roads already constructed within the Land. For those roads which the Developer elects to remain private, the District or the homeowner's association ~~with~~ will be responsible for~~to~~ 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 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. Developer further agrees to grant public access with a City approved public access easement to (i) all mountain bike and pedestrian walking trails throughout the Project, (ii) eight (8) pickleball courts, and (iii) parkland and certain amenities for water recreation and lake access, such as, in Developer's sole discretion, picnic tables, benches, shade structures, and ~~a swim dock~~other facilities and improvements to be constructed and installed on approximately twelve (12) acres of shoreline along Lake Travis. 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 for ongoing maintenance. (b) The Developer agrees to maintain ownership of the eight (8) pickleball courts and designated parkland within the Firefly MUD subdivision. Access to these amenities shall be strictly limited to the residents of the City of Lago Vista. Access shall be controlled via a secure, city-recognized key card system, ensuring that only Lago Vista residents are permitted to use these facilities. These facilities shall not be open for public use by residents of neighboring municipalities including, but not limited to, Marble Falls, Jonestown, Leander, and Austin. Maintenance and operational costs for these facilities shall be borne by the Firefly HOA, ensuring that the City of Lago Vista is not financially responsible for ongoing upkeep. However, an irrevocable access agreement shall be granted to all Lago Vista residents. All amenities within Firefly will be available to the citizens of Lago Vista, except for the swimming pool.

Section 2.05 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. ~~At the City's election, the~~The District shall own, operate, maintain, and repair drainage and water quality facilities ~~may be conveyed to the City upon completion of construction, or the District may own, operate, maintain, repair such facilities~~. All public roads, upon completion of construction and acceptance by the City follow 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 2.06 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 $2,400,000.00~~$1,800,000.00~~. Payment will be made out of the proceeds of the first issuance of bonds by the District.

~~(a)~~(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.

~~(b)~~(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 ~~P~~payment of $590,735.00 ~~will be made~~ to the City ~~within thirty (30) days of creation of District~~ or (ii) notify the City in writing that Developer elects ~~. Developer also reserves the right to elect~~ to fully fund and construct all the recommended road improvements identified by the TIA ~~in lieu of a payment in contribution to such improvements~~. 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).

~~(c)~~(e) The Developer commits to an additional $600,000 in funding for the improvements to the Boggy Ford Road and Drapers Cove intersection, bringing the total contribution to $800,000. These improvements may be implemented in phases, with completion required before the development of Phase 3 of the Firefly Cove subdivision. Lago Vista shall assume maintenance of internal roads upon satisfactory completion.

~~(d) As a commitment to the continued improvement of the City's water system and to facilitate future City service to the properties located within the City's extraterritorial jurisdiction on Drapers Cove ("*Drapers Cove ETJ Properties*"), the Developer agrees to the following:~~

~~(i) The Developer agrees to release all of the property within the boundaries of the Land that is currently within the Drapers Estates Public Water System certified service territory to allow the City to serve that property and receive water service revenues from those customers within the Land.~~

~~(ii) The Developer will fund and construct a water transmission line to the southern boundary of the Land in an alignment generally depicted on **Exhibit "C"** to facilitate the future provision~~

~~of City water service to the Drapers Cove ETJ Properties. The Developer will install the water transmission line as part of the Developer's phased development of the Land and the water transmission line is not required to be constructed in any portion of the Land prior to the development of that portion of the Land.~~

~~(iii) The Developer will cooperate and assist the City in any efforts by the City to annex the Drapers Cove ETJ Properties. The Parties acknowledge and agree that the Developer is not responsible for securing the consent or approval of the property owners of the Draper Cove ETJ Properties over which the Developer has no authority or control.~~

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.

~~(d)~~(e) The District shall be solely responsible for all debts and liabilities, with no financial obligation placed upon the City of Lago Vista or Travis County. The issuance of any future bonds shall require voter approval, and any refunding bonds shall maintain the same majority consent. Additionally, new bonds may only be issued for the development of new infrastructure. Lago Vista 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
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

DISTRICT:

~~**TRAVIS COUNTY**~~**FIREFLY** **MUNICIPAL UTILITY DISTRICT**
(or other named district) ~~**NO. ___**~~

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.: 2024-____

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 _____, 2024.

_____
Mayor

ATTEST:

_____
City Secretary

(SEAL)

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).

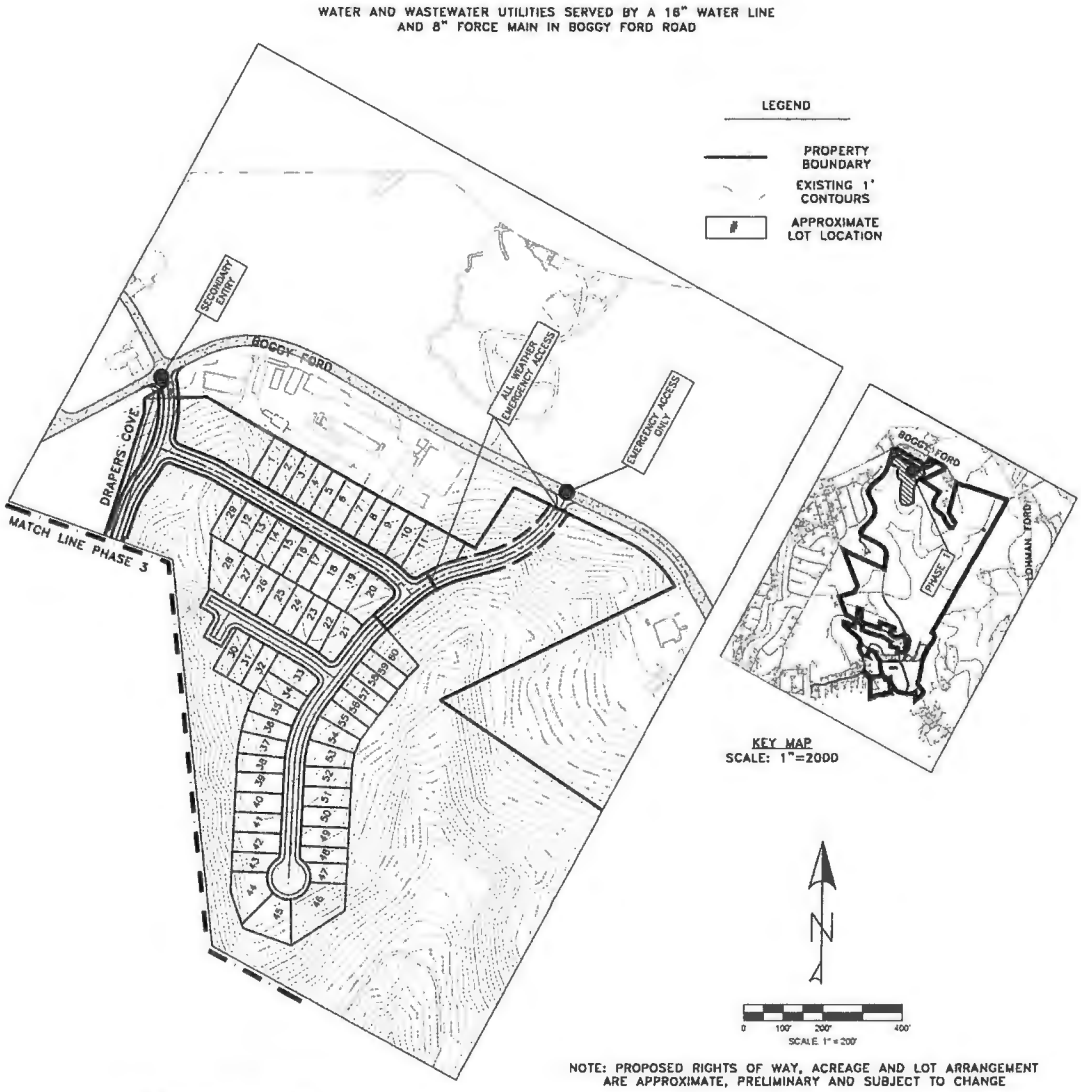
EXHIBIT "C"

Land Use Plan



EXHIBIT "C"

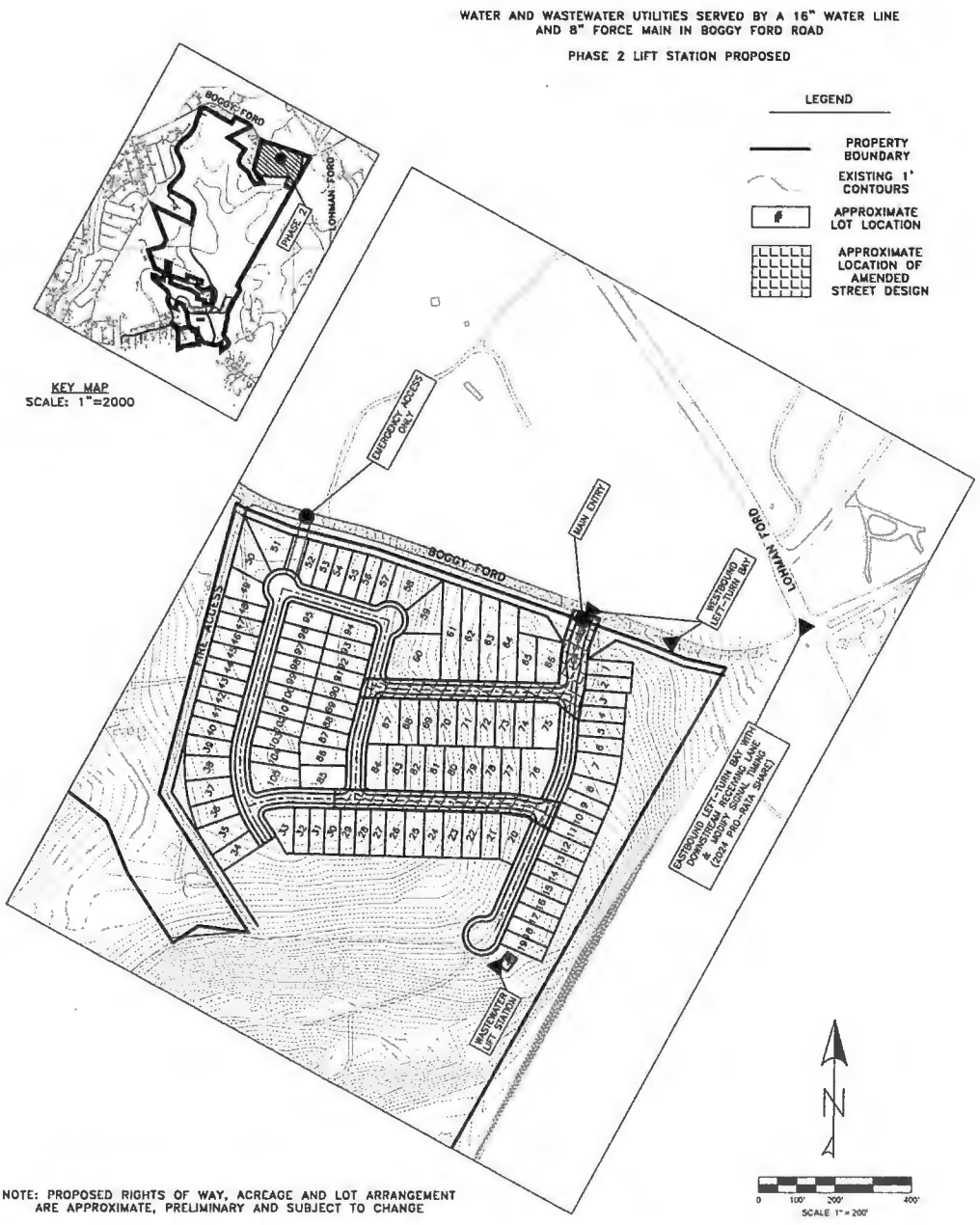
Land Use Plan



Phase 1
Detail Plan

EXHIBIT "C"

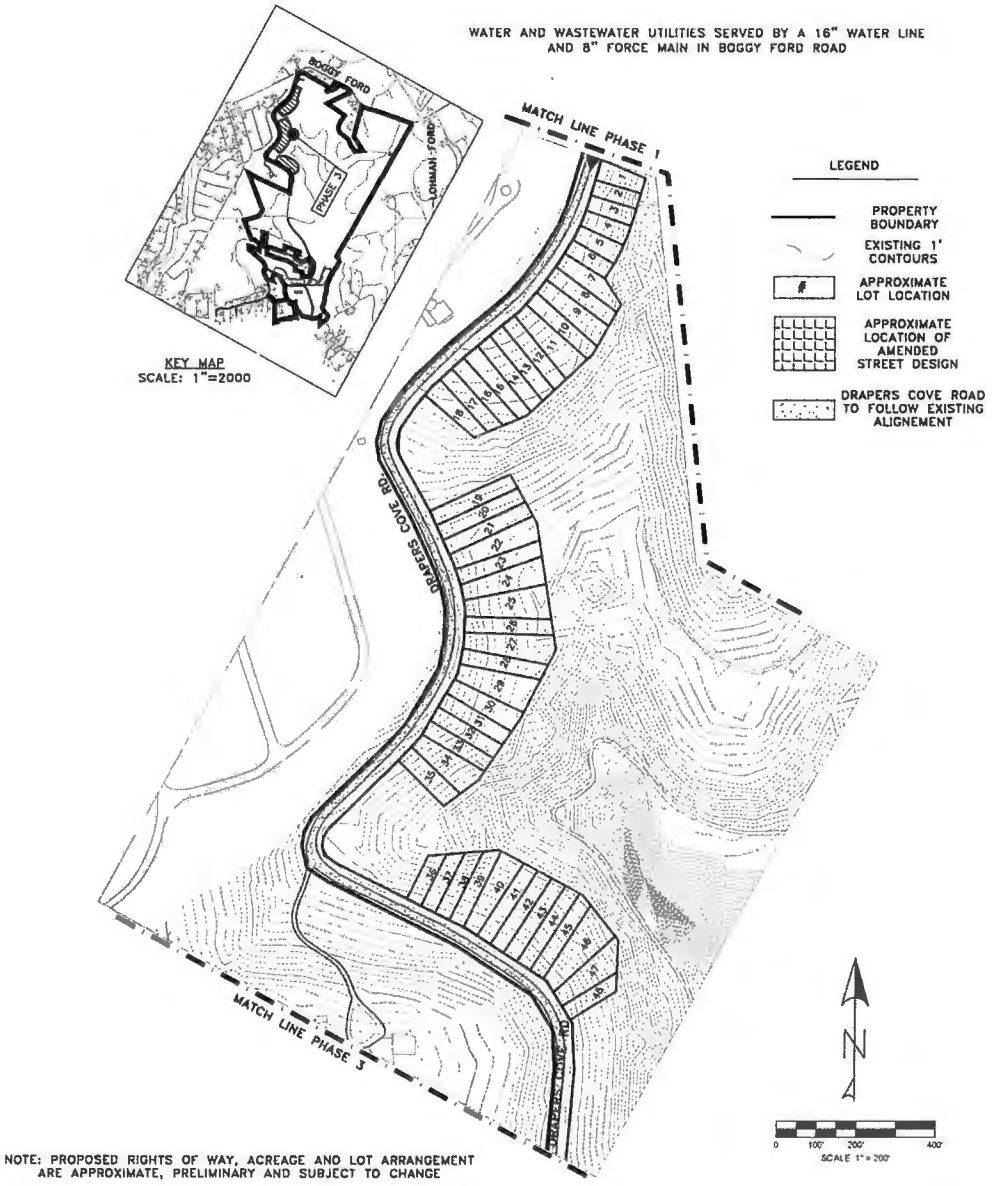
Land Use Plan



Phase 2 Detail Plan

EXHIBIT "C"

Land Use Plan



Phase 3 Detail Plan
(1 of 2)

EXHIBIT "C"

Land Use Plan

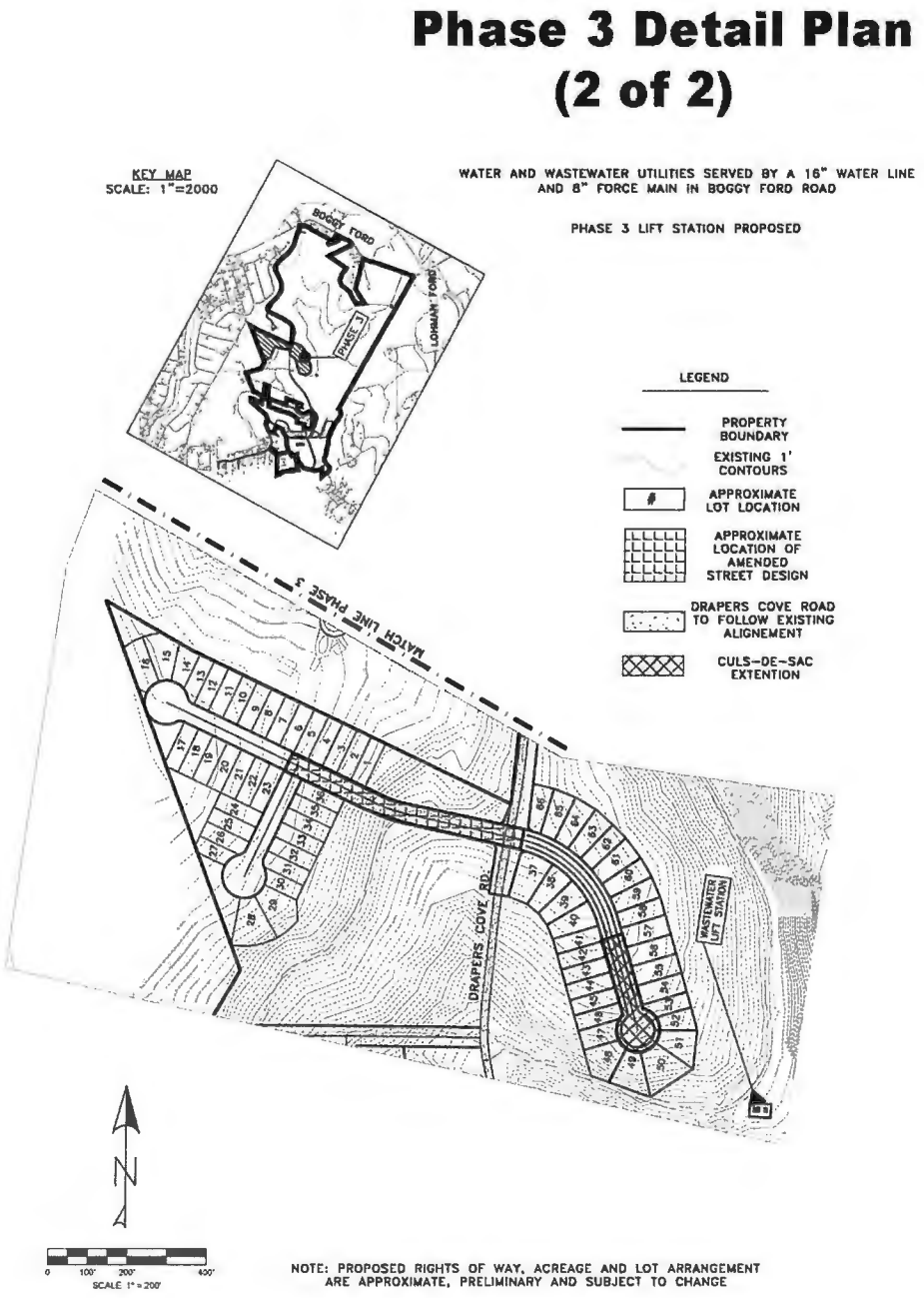
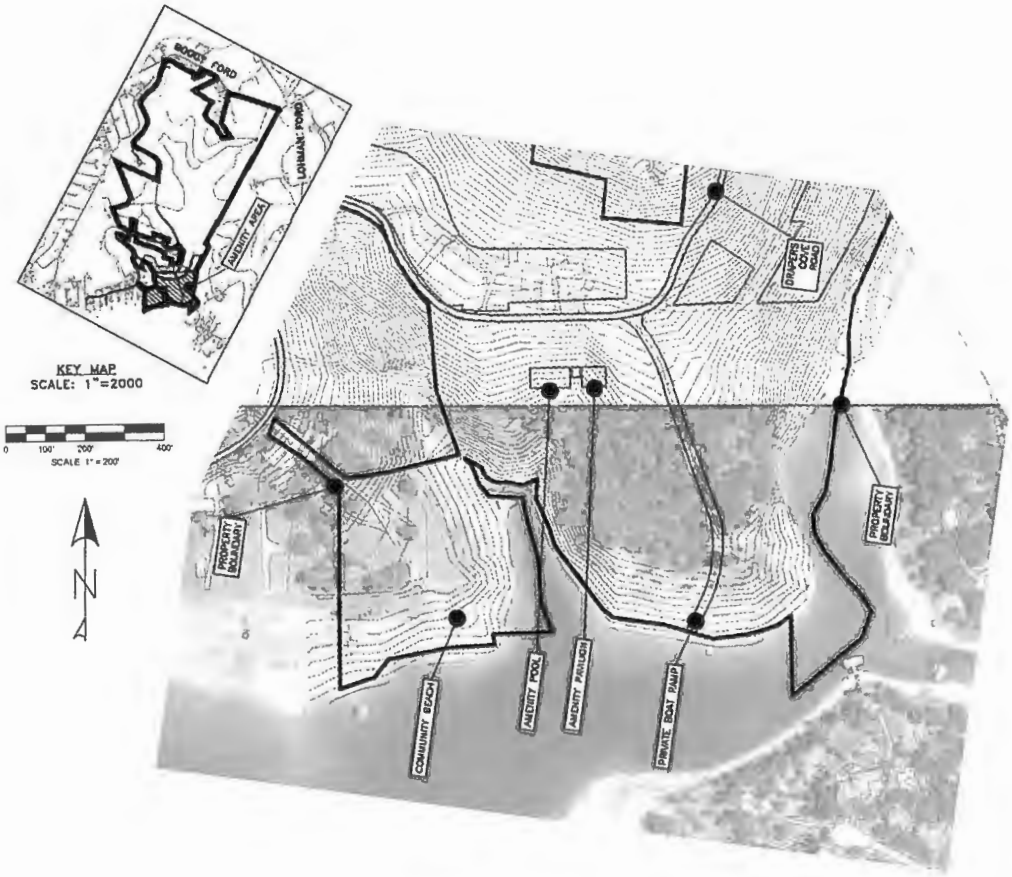


EXHIBIT "C"

Land Use Plan



Amenities Area
Detail Plan

EXHIBIT "C"

Land Use Plan







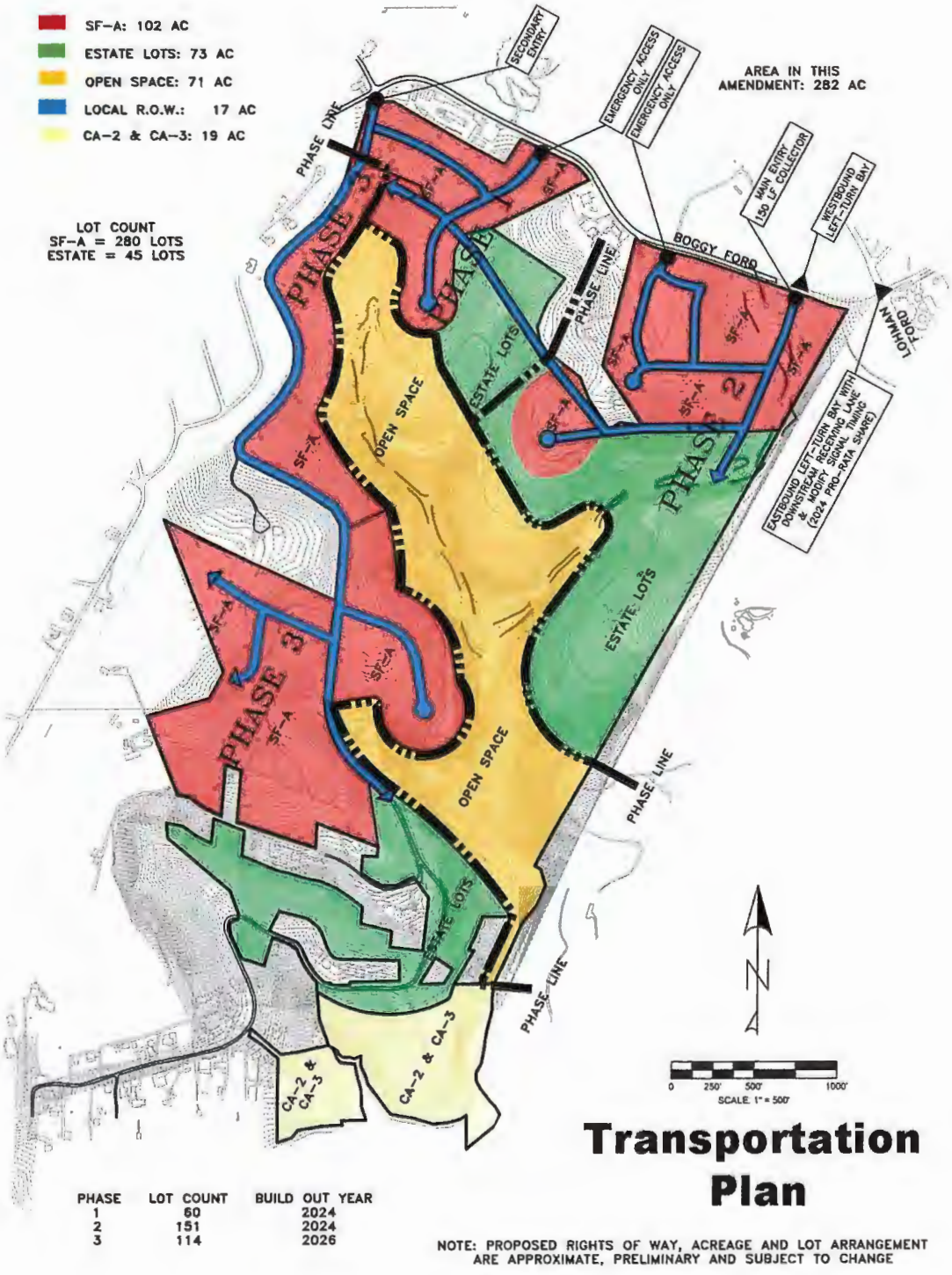




Amenities Area Prototype Images

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