



**AGENDA**  
**CITY COUNCIL REGULAR MEETING**  
**CITY COUNCIL CHAMBERS**  
**5803 THUNDERBIRD**  
**LAGO VISTA, TX**  
**MAY 18, 2023 AT 5:30 PM**

**JOIN MEETING VIA VIDEO CONFERENCE**

Please join my meeting from your computer, tablet or smartphone.

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**Access Code: 915-715-645**

**CALL TO ORDER, CALL OF ROLL**

Ed Tidwell, Mayor

Rob Durbin, Council Member

Paul Prince, Mayor Pro-Tem

Chelaine Marion, Council Member

Gage Hunt, Council Member

Paul Roberts, Council Member

Kevin Sullivan, Council Member

**EXECUTIVE SESSION**

Convene into a closed Executive Session pursuant to;

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

B. Update on pending litigation Martin Maxwell Brenner vs. City of Lago Vista; Cause No. D-1-GN-22-005699 in the 455th Judicial District Court, Travis County (Government Code Section 551.071).

C. Update on pending litigation Robin Reid vs. City of Lago Vista: EEOC Matter 451-2023-00406 (Government Code Section 551.071).

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

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

- A. Consultation with Legal Counsel concerning all regular meeting agenda items requiring confidential, attorney/client advice (as needed). (Government Code Section 551.071).
- B. Update on pending litigation Martin Maxwell Brenner vs. City of Lago Vista; Cause No. D-1-GN-22-005699 in the 455th Judicial District Court, Travis County (Government Code Section 551.071).
- C. Update on pending litigation Robin Reid vs. City of Lago Vista: EEOC Matter 451-2023-00406 (Government Code Section 551.071).

## **PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG**

### **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.  
Update on fiscal year 2022 - 2023 Work Plan.
2. Routine Reports from City Council Board/Commission/Committee Liaisons.

### **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 the May 4, 2023, meeting minutes.
4. Consider approval of Resolution 23-1997, a resolution of the City Council of the City of Lago Vista authorizing the mayor to enter into a Cooperation Agreement with Travis County to participate in the Community Development Block Grant program in fiscal years 2024 - 2026.
5. Consider approval of Resolution 23-1998, a resolution of the City Council of the City of Lago Vista providing for an application for charitable contributions and non-profit organizations requesting funding from the City of Lago Vista.
6. Consider awarding RFP No. 23-05 for installation of a LED / monument sign on Lohman Ford Road to Vistago Print LLC in the amount of \$114,465.40.

## **ACTION ITEMS**

7. Discussion, consideration and possible action on a request from the Hollows on Lake Travis, LLC to approve an increase in the Wastewater Entitlement as identified in the Interlocal Wholesale Wastewater Agreement dated June 21, 2013 between the City of Lago Vista and the City of Jonestown.
8. Discussion, consideration and possible action on an ordinance of the City Council of the City of Lago Vista entering into a Development Agreement with Turnback Ranch, LLC.

## **ADJOURNMENT**

IT IS HEREBY CERTIFIED that the above Notice was posted on the Bulletin Board located at all times in City Hall in said City at 6:10 p.m. on the 11th day of May 2023.

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Lucy Aldrich, 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  
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WILL BE PHYSICALLY PRESENT, AND THIS NOTICE SPECIFIES THE INTENT TO HAVE A QUORUM PRESENT THERE, AND THE MEMBER OF THE CITY COUNCIL PRESIDING OVER THE MEETING WILL BE PHYSICALLY PRESENT AT THAT LOCATION. ONE OR MORE MEMBERS OF THE CITY COUNCIL MAY PARTICIPATE IN THIS MEETING REMOTELY, AND IF SO, VIDEOCONFERENCE EQUIPMENT PROVIDING TWO-WAY AUDIO AND VIDEO DISPLAY AND COMMUNICATION WITH EACH MEMBER WHO IS PARTICIPATING BY VIDEOCONFERENCE CALL WILL BE MADE AVAILABLE.



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 18, 2023

**SUBMITTED BY:** Lucy Aldrich, City Secretary

**SUBJECT:** Routine Reports from City staff.  
Update on fiscal year 2022 - 2023 Work Plan.

**FINANCIAL IMPACT:** N/A

**ATTACHMENTS:**  
[2nd Update FY 2023 CITY COUNCIL WORK PLAN](#)



## CITY COUNCIL WORK PLAN FY2023 Goals and Objectives

### CITY COUNCIL VISION STATEMENT

*To be a diverse City of Choice for businesses and residents alike as a result of our location, natural resources, culture, and educational opportunities.*

The following items are included in the FY2023 goals and objectives for the City:

#### **GOAL 1) ENHANCE THE QUALITY OF LIFE FOR LAGO VISTA RESIDENTS**

A. Develop and update the 2022-2027 Capital Improvement Plan. (COMPLETED)

*CITY COUNCIL, CITY MANAGER, PUBLIC WORKS, PARKS, AND RECREATION*

- Public Works, Parks and Recreation, and the Golf Course have been keeping track of possible upcoming projects for next fiscal year. Many items will be determined once the Council directs staff on Certificate of Obligation bonds and General Obligation bonds.
- Public Works is awaiting a report from Freese and Nichols regarding the Wastewater and Water Master Plan along with the traffic safety analysis.

B. Implement the FY2023 Capital Improvement Plan.

*PUBLIC WORKS AND PARKS AND RECREATION*

- Street Rehabs – The six (6) remaining streets have been completed, and improvements accepted by the City. There are still some remaining funds left in the CapMetro fund available to the City. Staff will be looking to repair the section of McArthur Road which is failing. This repair will be paid for out of the CapMetro Funds. The council has approved the cost estimate to be used for the issuance of C.O. Bonds. Once those bonds are sold, staff will work diligently to complete the plan presented to Council.
- Staff needs to bring a resolution for approval to Council prior to this work being completed. This is the last step to getting this plan approved with TXDOT. Will plan to bring this to Council in the first meeting in June.
- Water Master Plan/Working Water Model – Pressure reading devices were placed on fire hydrants throughout the City in March. Freese & Nichols are analyzing this data to calibrate the water model.

- Wastewater Master Plan – Waiting for final report from Freese and Nichols.
- Alfalfa Property – Staff will be scheduling a site visit with Waste Connections to go to visit the Bastrop Solid Waste Transfer Station.
- Bar-K to Bronco Waterline – An RFP was published on May 11, 2023, and will close June 8, 2023.
- Type 1 Effluent Pond Conversion at Cedar Breaks – Council elected to remain at Type 2 treatment due to the cost estimates provided to them being so high. Once design is underway, better cost estimates will be available, and staff will re-evaluate at this time.
- Traffic Safety Analysis – Traffic counts have been conducted, and traffic movements have been notated. Freese & Nichols is currently analyzing the data. The City should have a draft report by September. As per the scope, the entire process should take an estimated 6 months.

C. Initiate an election to withdraw from Capital Metropolitan Transportation Authority.

1. Prepare language for a proposition to withdraw from CapMetro to be included in the November election. **(COMPLETED)**
2. Prepare Voter Flyer to provide voters with information. **(COMPLETED)**.
3. Prepare a video with information for social media. **(COMPLETED)**
4. Host a Town Hall meeting in October to provide transparency and provide information. **(COMPLETED)**
5. Investigate alternative options for public transportation should voters decide to withdraw from the CapMetro services.

- Council engaged a lawyer to assist with drafting a House Bill to allow for a withdrawal election to occur not more frequently than annually and adjusts a withdrawn city's obligation to contribute to a commuter rail system that does not serve the withdrawn city.
- The council approved a resolution at the April 20, 2023, Council meeting opposing several bills that were harmful to small cities.
- The City Manager and Mayor went to the Capital on April 26, 2023, to provide Representatives and Senators with a Resolution to oppose these bills in opposition of small cities and to speak with the Chair of the Transportation Committee about allowing a hearing for the City's CapMetro Bill.
- The City Manager and Mayor went to the State Capital on April 26, 2023, and spoke with twenty-one Representatives and Senators. The packet including a cover letter, the approved Resolution, and Councilor Hunts editorial were included. There were lots of tips shared for future endeavors with showing support and opposition to bills.

*CITY COUNCIL, CITY MANAGER, CITY ATTORNEY, CITY SECRETARY AND PUBLIC INFORMATION OFFICER*

D. Explore the possibility of a Green Center at the Alfalfa city owned property.

1. Conduct a site development plan for the property.
2. Investigate environmental concerns depending on what will be disposed of at the site.

- Staff will be scheduling a site visit with Waste Connections to go to visit the Bastrop Solid Waste Transfer Station.

## *PUBLIC WORKS DEPARTMENT*

### E. Continue enhancements at Sunset Park

1. Meet the requirements for the Texas Parks and Wildlife Grant.
  - Met with Crystal Locke of Texas Park and Wildlife Department on March 21, 2023, to discuss the progress of phase 2. Was informed by Crystal that an amendment to phase 2 was never completed. Turned in a completed phase 2 amendment to Crystal on April 10, 2023.
2. Provide appropriate fencing for soccer fields. **(COMPLETE)**
  - A fence has been installed around the soccer field.
1. Transition from Type 2 effluent water to Type 1 effluent water.
  - The council wishes to remain at Type 2 treatment at the WWTP. Staff will re-evaluate this once the design is underway for the WWTP capacity upgrade. Hopefully, costs will be reduced at this point once more is known.
4. Include ADA components in the existing playground equipment.
  - Josh Bailey from Whirlix Design sent an email stating that they are working on a design and plan to submit it shortly.

## *PARKS AND RECREATION AND PUBLIC WORKS*

### F. Initiate a Certificate of Obligation Bond for the street rehabilitation program, water and wastewater infrastructure and golf course effluent irrigation.

- The City Council confirmed that they would be initiating a Certificate of Obligation Bond for street rehabilitation, water and wastewater infrastructure, and effluent disbursement provided by the golf course irrigation. The Council has confirmed the amount for a CO for street rehabilitation in the amount of \$13 million.

*CITY MANAGER, CITY ATTORNEY AND CITY COUNCIL*

## **GOAL 2) CONTINUE COLLABORATIVE EFFORTS**

### A. Work cooperatively with Travis County ESD

1. Continue meeting with the Travis County Fire Chief to discuss cooperative efforts and stay abreast of issues within the community.
  - The City Manager and Fire Chief meet March 9, 2023. The City Manager and Chief meet when there are matters to discuss and to stay acquainted. Several Lago Fest meetings took place between March 7 and April 18, 2023.
2. Renew the Interlocal Agreement for Emergency Management Services **(COMPLETED)**
3. Present the revised Interlocal Agreement for Emergency Management Services to City Council **(COMPLETED)**

*CITY MANAGER, CITY ATTORNEY AND CITY COUNCIL*

### B. Work cooperatively with the Lago Vista Independent School District

1. Assist with street signage and tree trimming to provide safe routes for ISD bus service.
  - Public Works is in constant contact with LVISD. At the beginning of the school year the district provided a list of streets needing signage and trees needing trimming for the safe passage of school buses.
2. Provide additional Officer appearance at school zones and schools.
  - The Chief of Police has had active conversations with the superintendent regarding a joint agreement between the district and

the city to fund a School Resource Officer in the 2023 – 2024 Fiscal Year.

3. Work to provide a traffic plan for the elementary school on Dawn Drive.
  - Traffic counts and traffic movements have been observed. Freese & Nichols is currently analyzing the data.

*CITY MANAGER, PUBLIC WORKS, AND POLICE DEPARTMENT*

C. Work with the Lago Vista Property Owners Association (LVPOA) **(COMPLETE)**

1. Work to resolve the assessment issue with LVPOA.

*CITY MANAGER, CITY ATTORNEY AND CITY COUNCIL*

D. Work with local jurisdictions and TXDOT to improve conditions along 1431.

1. Collaborate with Jonestown, Point Venture, Travis County, CAPCOG and TXDOT to provide input and feedback on the safety concerns regarding 1431.
2. Work with all surrounding jurisdictions to discuss evacuation plans in the event of an emergency.

- Staff will be providing an informational page on the new City website to instruct citizens where to find evacuation routes in the event of an emergency.

*CITY MANAGER, PUBLIC WORKS, POLICE DEPARTMENT AND CITY COUNCIL*

E. Work with the Rusty Allen Airport Property Owners Association and property owners to develop a Through The Fence Agreement for both residential and commercial that would put the Rusty Allen airport in good standing with the Federal Aviation Administration.

- The City Manager, Mayor Tidwell and Councilman Durbin met with Kevin Willis, Director of U.S. Department of Transportation Federal Aviation Administration Office of Airport Compliance on April 05, 2023, to discuss the City of Lago Vista exemption letter dated May 02, 2022. Councilman Durbin shared the results of that discussion with City Council on the April 06, 2023.

*CITY MANAGER, CITY ATTORNEY, PARKS AND RECREATION AND CITY COUNCIL*

F. Work with the Turnback Canyon Trail Conservancy.

1. Coordinate with the conservancy organization to find a way to assist with the construction of the Turnback Canyon Trail.
  - The TCTC met with the Parks and Recreation Committee on February 08, 2023, and with the City Council on March 02, 2023. The City Council had some questions about the terms of the grant, and we are waiting for a response.
2. Make a presentation to the City Council explaining the collaborative effort.
  - The Turnback Canyon Trail Conservancy made the presentation at the March 02, 2023, Council Meeting. The Council requested the Conservancy to provide a deadline to start and finish the project.
3. Work with the Conservancy to meet the obligations of the Texas Parks and Wildlife Grant.

*CITY MANAGER, CITY ATTORNEY, PARKS AND RECREATION AND CITY COUNCIL*

### GOAL 3) MAINTAIN A SAFE, CLEAN, AND ATTRACTIVE COMMUNITY

- A. Conduct a strategic review of city ordinances to bring current with state laws and address those in need of updating.
  1. Update the Sign Ordinance to address content neutrality.
    - The Sign Ordinance was adopted by the City Council at the April 6, 2023, Council meeting.
  2. Amend the Animal Ordinance to address state laws.
    - The Chief of Police is currently reviewing the ordinance as well as looking at ordinances from other cities for additional recommendations. One area we would like to consider exploring is requiring all pets to have a microchip. We hope to bring recommendations in May or June.
  3. Adopt a Contractor Registration Ordinance. **(COMPLETED)**
    - The City Council approved the Contractor Registration Ordinance on October 5, 2022. To date, seventy-one contractors are registered.

#### *CITY COUNCIL, PLANNING AND ZONING, DEVELOPMENT SERVICES AND POLICE DEPARTMENT*

- B. Continue to enhance amenities at Sunset Park
  1. Design and construct a safe entrance to Sunset Park
  2. Sunset Park Driveway – Staff will bring a resolution for approval to the Council prior to this work being completed. This is the last step to getting this plan approved with TXDOT. Will plan to bring this to Council in the first meeting in June.
  3. Complete the requirements of the Texas Parks and Wildlife Grant with the proper amenities.
    - A purchase order for the Bankshot was issued April 27, 2023.
    - Staff met with three (3) skate pad builders, members of PRAC and interested citizens at Sunset Park on March 08, 2023, to discuss the plan for the skate pad. The next step will be to complete an RFP.
    - Waiting to install the final three (3) solar lights until the new entryway to the park is completed.
  4. Seek reimbursement from the Texas Parks and Wildlife after meeting the requirements of the grant.
    - Sent the requirements for reimbursement of the grant to Finance Department March 27, 2023.

#### *PARKS AND RECREATION AND FINANCE*

- C. Complete the Emergency Response Annexes to include in the Emergency Management Plan with Travis County ESD.
  - No additional annexes have been completed. Staff have been working with Travis County on the Hazard Mitigation Plan during this time.

#### *ALL DEPARTMENTS AND CITY COUNCIL*

- D. Hire another Code Enforcement Officer and Building Inspector to assist with property maintenance and building codes.
  - Code Enforcement will be moving to the Police Department. The Chief is also looking at utilizing the Code Enforcement Officer as an Animal Control Officer. There are logistics that are being worked out before hiring for the position.

#### *DEVELOPMENT SERVICES AND HUMAN RESOURCES*

- E. Begin the civil process to address the abatement of Lago Vista Way.

1. Hire a contractor to clean the area, remove the substandard wall and secure the area with fencing.
- An RFP to remediate the area will be issued April 27, 2023. Deadline for submittals is June 1, 2023.
2. Place liens on property owners who have not abated the illegal dumping and substandard structures.
- The City will place liens on the property owners once the area is remediated at the cost of the City. Development Services has spoken with the majority property owner who has indicated they will be getting the location cleaned before the City awards a contract for the remediation.

*DEVELOPMENT SERVICES, CODE ENFORCEMENT, CITY MANAGER, CITY ATTORNEY AND CITY COUNCIL*

F. Conduct a Traffic Safety Analysis of Lago Vista.

1. Work with Freese and Nichols to develop a scope of work.
- This analysis is currently underway. Freese & Nichols have taken traffic counts and observed traffic movements.

*PUBLIC WORKS AND CITY COUNCIL*

G. Work with a consultant to design a master plan for irrigation at the Lago Vista Golf Course.

- The Golf Course Advisory Committee discussed the Golf Course Master Plan on February 28, 2023. The Golf Course Architect made a presentation to the City Council on March 16, 2023. Discussion, regarding the Golf Course Master Plan SWOT (strengths, weaknesses, opportunities, and threats) Analysis and which option(s) to include in recommendations to City Council for golf course renovation was done on April 25, 2023.
- The Superintendent continues to work with the Public Works Director on effluent water distribution planning. The irrigation architect is waiting on final approval of the master plan to design the irrigation system.

*GOLF COURSE*

H. Continue to mow city rights-of-way and conduct tree trimming to provide safe line of sight at intersections.

- The Streets Department is behind schedule this year on the ROW mowing due to brush clean-up from Winter Storm Mara. Staff began mowing and weed-eating ROW's the week of May 10th.

*PUBLIC WORKS*

I. Evaluate Animal Control options for the future.

1. Meet with other jurisdictions and animal shelters to discuss collaborative efforts.
  - The Chief of Police met with the director of Lifelong friends to discuss ways to work together in the future.
  - All animal control calls are being tracked and reported in our weekly and monthly reports.
2. Track animal control calls to analyze the need for a full-time Animal Control Officer

*CITY MANAGER AND POLICE DEPARTMENT*

**GOAL 4) MAINTAIN A QUALITY WORKPLACE FOR EMPLOYEES**

A. Develop an employee survey to distribute to staff honest feedback and effective employee communication.

- An employee survey has been developed and was released to the employees in the first week in February. Forty-one employees responded. There was an overall positive response to the culture, motivation and change of the organization.

*CITY MANAGER*

B. Construct a new temporary municipal building along Dawn Drive on city property.

1. Secure engineering and design concepts from Vesta Modular.
  - Both the site plans and building plans are nearing completion. The Public Works Director needs to approve the floor plan layout.
  - April 2023, IT sent out the request to have the fiber quote updated. They are participating in weekly meetings for the new building and have marked the plan with the locations of the data and phone drops. Staff also sent the details for the AC unit that will be required in the IT room to the builders.
2. Work with a vendor to provide turn-key services to place a modular building along Dawn Drive.
  - Staff meets weekly with Vesta Modular to discuss the project. Foundation, Fire Suppression, and Site Design are all in review. Vesta is finalizing pricing with sub-contractors. This project was to be completed in the summer but due to supply interruptions, the project is now scheduled to be completed in late autumn or early winter.
3. Provide coordination for the move from the existing municipal building to the temporary.
  - The Program Manager has researched furniture and enrolled in cooperative purchasing entities to get the best price on furnishings.
  - Development Services and Public Works are working cooperatively to get the amended plat completed, approved, and recorded.

*DEVELOPMENT SERVICES, PUBLIC WORKS, AND CITY MANAGER*

C. Implement the salary adjustments from the compensation study into FY2022-2023 salaries. **(COMPLETED)**

1. Conduct an evaluation of certification, years of experience, performance, and tenure to make salary range decisions based on the compensation study. **(COMPLETED)**

*HUMAN RESOURCES, FINANCE AND CITY MANAGER*

D. Provide training opportunities for current staff, to include harassment, diversity, and customer service.

- Human Resources is currently working with the Texas Municipal League Intergovernmental Risk Pool to find resources for managers and supervisors. A meeting is scheduled for May 9, 2023, for Directors, Managers and Supervisors to understand the training resources available. In the coming month there will be Harassment and Customer Service training.

*HUMAN RESOURCES*

E. Create opportunities for staff comradery.

1. Host a Chili Cookoff for staff to participate with chili and desserts. **(COMPLETE)**
2. Continue the "Leaves of Thanks" program. **(COMPLETE)**
3. Provide opportunities to show appreciation to staff.

- Staff have re-initiated a quarterly luncheon to celebrate birthdays and work anniversaries.

*ALL DEPARTMENTS*

## **GOAL 5) MAINTAIN TRANSPARENCY**

- A. Develop and implement a Procurement Policy for city purchases.
  - Update the Travel Policy to be considered with the Procurement Policy. **(COMPLETE)**
2. Update the Credit Card Policy to also be incorporated into the Procurement Policy. **(COMPLETE)**
3. Present the Procurement Policy to the City Council for adoption. **(COMPLETE)**
4. Provide training to staff on the Procurement Policy before allowing additional purchases or credit card spending. **(COMPLETE)**

*ALL DEPARTMENTS AND CITY COUNCIL*

- B. Hire a Procurement Manager to assist with purchasing, contracts and state purchasing guidelines. **(COMPLETE)**
  - The Procurement Manager start date is May 22, 2023.
- C. Develop and implement a Social Media Policy. **(COMPLETE)**

*CITY MANAGER, HUMAN RESOURCES AND FINANCE*
- D. Continue to provide a Weekly Report for staff, City Council, and the community.
  - The City Manager provides Weekly Reports to the staff, City Council, Chief Norman, the LVISD Superintendent, and the LVPOA President. These reports have become widely popular and are now posted on the City website and social media.

*CITY MANAGER AND ALL DEPARTMENTS*

## **GOAL 6) ENHANCE MARKETING, COMMUNICATION AND ECONOMIC DEVELOPMENT FOR LAGO VISTA**

- A. Design a new City website.
  1. Solicit website designers through a Request for Proposal process. **(COMPLETED)**
  2. Initiate a contract with a website designer. **(COMPLETED)**
  3. Provide information and feedback to make the City website more user-friendly.
    - Staff kicked off the website project on February 16, 2023, and held a Discovery meeting on March 21, 2023. A Content Process meeting took place April 5, 2023. The new website is scheduled for release in July.
  4. Establish “Notify Me” pushes to residents and FAQ for the website.
    - Staff are developing FAQs for CivicPlus. These are due to them by May 19, 2023.

*CITY MANAGER AND ALL DEPARTMENTS*

- B. Erect digital signage along Lohman Ford Road to provide better communication and compliance of the sign ordinance.

1. Explore opportunities for collaborative efforts with private entities for an additional electronic sign along 1431.
  - An RFP was issued at the beginning of April with a deadline of April 21, 2023. The City only received two (2) submittals.

*DEVELOPMENT SERVICES, CODE ENFORCEMENT, CITY MANAGER, CITY ATTORNEY AND CITY COUNCIL*

- C. Continue to provide the City Council with the Master Agenda List for agenda updates.
  - A Master Agenda List was created as an internal document to assist the Mayor, City Manager and City Secretary with drafting agendas.

*CITY MANAGER*

- D. Develop a Business-Friendly Program to assist small business owners as they go through the permitting and Development Services process.
  1. Provide an ombudsman for business owners to ask for guidance when starting the process with the City.
    - A kick-off meeting was held April 17, 2023. This meeting consisted of individuals from Development Services, Public Works, Program Manager, Parks and Recreation and Administration.

*ECONOMIC DEVELOPMENT AND DEVELOPMENT SERVICES*

- E. Continue to host Lago Fest for residents and visitors. **(COMPLETED)**
  1. Draft a sponsorship letter to get sponsors early in the process.
  2. Work collaboratively with local organizations and volunteers to develop plans and divide responsibilities.
  3. Work with ESD and the Police Department to create a safe event.
    - The Chief of Police has attended almost every planning meeting for LagoFest and has worked with the ESD on developing the Incident Action Plan for the event.
    - Public Works was included in the entire planning process for Lago Fest. This process worked great, and Lago Fest ran smoothly.

*ECONOMIC DEVELOPMENT, PUBLIC INFORMATION OFFICER, PUBLIC WORKS, CITY MANAGER, PARKS AND RECREATION, DEVELOPMENT SERVICES AND POLICE DEPARTMENT*

**GOAL 7) SUSTAINABILITY TO INCLUDE SOCIAL EQUITY, ENVIRONMENTAL PROTECTION, CONSERVATION AND SMART GROWTH**

- A. Amend Chapter 14. Section 20, Tree Preservation and Landscaping Requirements to allow for broader use of funds for municipal park enhancements and projects that further protect the watershed.
  1. Present amended language to the Planning and Zoning Commission.
    - A public hearing is required to make these amendments. The hearing will be advertised once the Council formally requests the amended language of the Planning and Zoning Commission.
  2. Present Planning and Zoning recommendation to the City Council.
    - This will follow the advertised public hearing.

*DEVELOPMENT SERVICES, PUBLIC WORKS, CITY ATTORNEY, PARKS AND RECREATION, PLANNING AND ZONING AND CITY COUNCIL*

- B. Update the Comprehensive Master Plan
  1. Secure a consultant to conduct the update process.

- The City Council reviewed RFQ proposals and decided to engage in discussions with HALFF Consulting during the Strategic Planning Workshop February 24, 2023. A scope of work has been prepared and will be on the May 4, 2023, Council agenda. A list of potential extra services will be presented to allow the Council to specify want services they would like to include so the pricing can be confirmed.
- 2. Update the Future Land Use Map as a part of the Comprehensive Plan process.
- 3. Develop a Park Master Plan to include as a part of the Comprehensive Master Plan.
- HALFF Consulting will assist with the Park Master Plan in conjunction with the Comprehensive Plan. The scope of work will include both plans. Staff met with HALFF on March 29, 2023, to discuss additional or continuing services. The Council will review the scope of work and determine additional services at the May 4, 2023, City Council meeting.

*DEVELOPMENT SERVICES, PUBLIC WORKS, PARKS AND RECREATION, CITY MANAGER, PLANNING AND ZONING AND CITY COUNCIL*

C. Complete the Water/Wastewater model to provide accurate capacity usage and forecast impacts to capacity with future development.

1. Work with Freese and Nichols to develop the water/wastewater model and keep logs of current and future development entitlements.
- Currently working with Freese & Nichols to complete the wastewater master plan and working closely to establish the working water model/master plan.

*PUBLIC INFORMATION OFFICER, DESOTO CHAMBER OF COMMERCE, INFORMATION TECHNOLOGY (Quarters 1-4)*

D. Establish a process for Code Enforcement to address substandard structures.

1. Work with Municipal Court to implement civil cases to be generated through the InCode system. **(COMPLETE)**

*CITY ATTORNEY, CODE ENFORCEMENT AND MUNICIPAL COURT*

## **GOAL 8) ENHANCE EFFICIENCY AND EFFECTIVENESS OF THE ORGANIZATION**

A. Implement an Enterprise Resource Program for financial processes to provide more efficiency with monthly reporting, budget process and displaying work plan objectives for public transparency.

- Finance continues to work with OpenGov, submitting information when requested and interacting with OpenGov representatives to familiarize City staff with some of the options that will be available for use when the program is fully up and running.

*ALL DEPARTMENTS*

B. Secure a grant writer to assist with grant opportunities and program grant management.

1. Initiative a professional services contract with a grant writer to provide grant opportunities and reporting for awarded grants.
- This is one of the potential extra services in the draft scope of work by HALFF Consulting.

*ECONOMIC DEVELOPMENT, CITY MANAGER AND DEVELOPMENT SERVICES*

C. Develop a plan for succession planning.

1. Conduct cross training opportunities to provide better continuity in operations.
  - The Golf Course Superintendent continues to work with the Public Works Director on effluent water issues and distribution planning for Certificate of Obligation bonds.
  - A promotion was made from within to the Communication and Marketing Manager position.
  - The Police Department promoted two Sergeants who had previously served as Field Training Officers. We are making the training requirements for these two positions the same to improve succession planning.
  - Police Department policy and procedures manual is 90% complete and we anticipate completing the remainder by the end of May. All policies and procedures are based on model policies and best practices from the Texas Police Chief's Association.
2. Develop Standard Operating Procedures to document process.
  - The golf course has been working continuously on SOP for the golf course staff.
  - The golf course waiver was reviewed by legal and additional verbiage was added to increase the awareness of responsibility for the patrons.

*ALL DEPARTMENTS*

D. Implement a paperless process in Municipal Court.

1. Obtain software to provide quality control for document scanning.
  - Staff purchased and installed electronic signature pads. The Court Administrator plans to visit other courts to shadow their paperless process for both inside and outside the court room to gain knowledge on proper workflow.
2. Scan existing documents into software and document any record destruction according to the State Record Retention schedule.
  - Staff continue to scan documents. All active cases have been scanned into the Incode system. Staff are now working towards scanning cases that have active warrants and cases that have been sent to collections.

*MUNICIPAL COURT*



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 18, 2023

**SUBMITTED BY:** Lucy Aldrich, City Secretary

**SUBJECT:** Routine Reports from City Council  
Board/Commission/Committee Liaisons.

**FINANCIAL IMPACT:** N/A



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 18, 2023

**SUBMITTED BY:** Lucy Aldrich, City Secretary

**SUBJECT:** Consider approval of the May 4, 2023, meeting minutes.

**FINANCIAL IMPACT:** N/A

**ATTACHMENTS:**

[Minutes 05-04-2023](#)

**OFFICIAL MINUTES OF THE CITY COUNCIL  
REGULAR MEETING  
THURSDAY, MAY 4, 2023**

**BE IT REMEMBERED** that on the 4th day of May A.D., 2023, the City Council held a regular meeting at 5:30 p.m. in City Council Chambers, and via videoconference, there being present and acting the following:

Ed Tidwell	Mayor	Chelaine Marion	Council Member (absent)
Gage Hunt	Council Member	Paul Roberts	Council Member
Kevin Sullivan	Council Member	Paul Prince	Council Member
Rob Durbin	Council Member		

**CALL TO ORDER, CALL OF ROLL**

Mayor Tidwell called the meeting to order at 5:30 p.m. and announced that all council members are present except Councilor Marion who has an excused absence.

**EXECUTIVE SESSION**

1. At 5:32 p.m., 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). (Government Code Section 551.071)
  - B. Update on pending litigation Brittany Henry vs. City of Lago Vista: Civil Action No. 1:21-CV-723-RP; in the United States District Court for the Western District; Austin Division. (Government Code Section 551.071)
  - C. Consultation with Legal Counsel regarding the Water Treatment Plant 3 property. (Government Code Section 551.071 and Government Code Section 551.072)

**ACTION ITEMS** (action and/or a vote may be taken on the following agenda items):

2. At 6:20 p.m., Council reconvened from Executive Session into open session and recessed until 6:30 p.m., 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). (Government Code Section 551.071)  
No action taken.
  - B. Update on pending litigation Brittany Henry vs. City of Lago Vista: Civil Action No. 1:21-CV-723-RP; in the United States District Court for the Western District; Austin Division. (Government Code Section 551.071)  
No action taken.

C. Consultation with Legal Counsel regarding the Water Treatment Plant 3 property.  
(Government Code Section 551.071 and Government Code Section 551.072)  
No action taken.

### **PLEDGE OF ALLEGIANCE, PLEDGE TO TEXAS FLAG**

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

**04:54 – 08:15**

**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.

Ms. Constance Mendez – thanked City Council members for replying via email to questions she had asked in a previous City Council meeting.

Mr. Jim Awalt – updated City Council on the status of the abandoned aircraft at the Rusty Allen Airport and asked City Council to consider paying the vendor who is removing the aircraft \$1,000.

**08:20 – 36:17**

**ITEMS OF COMMUNITY INTEREST:** Pursuant to Texas Government Code Section 551.0415, the City Council may report on any of the following items:

- a. Expressions of thanks, gratitude, and condolences.  
Thanked everyone for the fantastic Lago Fest event.  
Thanked everyone who is sponsoring or has signed up to play in the Lion's Club golf tournament.
- b. Information regarding holiday schedules.  
None to announce.
- c. Recognition of individuals, i.e., Proclamations.  
Recognized the Lago Vista Garden Club as the fastest growing garden club in the nation.  
Mayor Tidwell presented a proclamation recognizing May 2023 as Motorcycle Safety Awareness month.
- d. Reminders regarding City Council events.  
Youth Advisory Committee applications are due May 18, 2023.  
Mayor Tidwell provided an update on the legislative bills that the city is opposing in the current legislative session.
- e. Reminders regarding community events.  
Provided an update on the welcoming of Brookshire Brothers events that have been held this week.  
Lago Vista Women's Club is collecting new and used footwear through October 14, 2023.  
Lion's Club golf tournament is tomorrow.
- f. Health and safety announcements.  
None to announce.

### **STAFF AND COUNCIL LIAISON REPORTS**

**36:16 – 38:55**

1. Routine Reports from City Staff.  
No action taken.

**38:58 – 43:00**

2. Routine Reports from City Council Board/Commission/Committee Liaisons.  
No action taken.

## **WORK SESSION**

**43:06 – 56:24**

3. Discuss creation of a policy specific to Non-Profit Organizations requesting funding assistance from the City of Lago Vista.

City Manager Tracie Hlavinka was available to answer questions and provide additional information.

No action taken.

**56:26 – 1:29:30**

4. Discussion on Comprehensive Plan Scope of Work.

Roy Jambor, Development Services Director; Taylor Whichard, Public Works Director; and Chris Mobley, Parks and Recreation Director were available to answer questions and provide additional information.

No action taken.

## **CONSENT AGENDA**

**1:29:33 – 1:30:55**

5. Consider approval of the April 20, 2023, meeting minutes.
6. Consider approval of Resolution 23-1995, a resolution of the City Council of the City of Lago Vista to continue participating in Travis County's Community Development Grant program in fiscal years 2024 - 2026.

Mayor Tidwell requested that agenda item #6 be removed from the Consent Agenda to be considered separately.

On a motion by Councilor Durbin, seconded by Mayor Pro-Tem Prince, City Council voted unanimously to approve the consent agenda item #5. Motion carried.

**1:30:57 – 1:41:35**

6. Consider approval of Resolution 23-1995, a resolution of the City Council of the City of Lago Vista to continue participating in Travis County's Community Development Grant program in fiscal years 2024 - 2026.

On a motion by Councilor Roberts, seconded by Mayor Pro-Tem Prince, City Council voted unanimously to approve Resolution 23-1995 as presented. Motion carried.

## **PUBLIC HEARING AND POSSIBLE ACTION**

**1:41:37 – 2:24:06**

7. The Lago Vista City Council will hold a public hearing and consider an Ordinance of the City Council of Lago Vista, Texas amending the paragraph titled “Residential Land Use Types Defined” on page 33 of Chapter 3 within the 2030 Lago Vista Comprehensive Plan adopted by Ordinance No 16-05-05-02 and as subsequently amended, to clarify that a primary purpose of the land use density designations is to help ensure compatibility of existing and proposed adjacent land uses.

The public hearing was opened at 8:09 p.m.

Roy Jambor, Development Services Director, was available to provide additional information and answer questions.

Ms. Louise Madigan – did not speak for or against, she spoke about concerns she has with density numbers.

Ms. Rachael Rich – did not speak for or against, she spoke of concerns she has with the language presented in green font on page 59 of the packet. She also spoke of concerns she has with density numbers.

The public hearing was closed at 8:46 p.m.

On a motion by Mayor Pro-Tem Prince, seconded by Councilor Roberts, City Council voted unanimously to approve Ordinance 23-05-04-01 amending the presented ordinance striking the entire green paragraph on page 59 of the packet as written instead say the maximum unit per acre shall be applied on an individual lot basis not an aggregate across the development. Replots of existing lots which increase the size of the lot are acceptable to be below this minimum. Motion carried.

## **ACTION ITEMS**

**2:24:52 – 3:16:18**

8. Discussion, consideration, and possible action on Resolution 23-1996, a resolution by the City Council of the City of Lago Vista, Texas establishing an interim Growth Management Policy pending the update of the comprehensive plan.

Roy Jambor, Development Services Director and Taylor Whichard, Public Works Director were available to answer questions and provide additional information.

Mr. Jim Awalt spoke on his experience developing in another municipality.

On a motion and further amended by Councilor Roberts, seconded by Councilor Durbin who also seconded the amended motion, City Council voted 5 ayes to 1 nay with Councilor Durbin in opposition to approve Resolution 23-1996 removing the word “to” on page 64 paragraph 3 after the word “pending”, adding “PDDs concept plan” and “subdivision concept plan” on page 67 under Roads, adding language reflecting when developers do their pre-development neighborhood meetings they need to record them and keep the recording on file, and (amended to) adding “or since the last review” to the last sentence in paragraph 1 on page 64. Motion carried.

## **ADJOURNMENT**

Mayor Tidwell adjourned the meeting at 9:43 p.m.

Respectfully submitted,

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Ed Tidwell, Mayor

ATTEST:

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Lucy Aldrich, City Secretary

On a motion by Councilor \_\_\_\_\_, seconded by Councilor \_\_\_\_\_, the above and foregoing instrument was passed and approved this 18th day of May 2023.



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 18, 2023

**SUBMITTED BY:** Tracie Hlavinka, City Manager

**SUBJECT:** Consider approval of Resolution 23-1997, a resolution of the City Council of the City of Lago Vista authorizing the mayor to enter into a Cooperation Agreement with Travis County to participate in the Community Development Block Grant program in fiscal years 2024 - 2026.

**BACKGROUND:** The City of Lago Vista entered into a Community Development Block Grant (CDBG) cooperative agreement with Travis County in June 2020 for fiscal years 2021-2023. This agreement allows low-to-moderate income residents to access the CDBG-funded projects. Projects may include owner occupied home rehabilitation program, septic system repairs, infrastructure improvements, or other programs that may be in place at the time. Furthermore, by participating the City is able to submit project proposals for consideration.

On April 17, 2023, the City Manager's office received notice from Travis County of the City's option to be excluded from or included in the urban county CDGB Program. During the May 4, 2023, City Council meeting, City Council approved Resolution 23-1995 acknowledging the City's intent to remain in the program.

**FINDINGS:** Following the May 4, 2023, City Council meeting, the City Manager submitted Resolution 23-1995 to Travis County. In turn, Travis County has provided the City with the Cooperative Agreement for fiscal years 2024 -2026.

The agreement is attached for City Council's consideration. To continue to remain in the program, the agreement will need City Council approval and be signed no later than June 12, 2023. Additionally, certified/approved minutes from the council meeting will need to be completed no later than June 30, 2023. The latest City Council meeting this agreement can be considered is June 1, 2023, to meet all of the requirements provided by Travis County.

**FINANCIAL IMPACT:** There is no fiscal impact to enter into this agreement with Travis County.

**ATTACHMENTS:**

[Resolution 23-1997 CDBG Cooperative Agreement with Travis County Cooperative Agreement](#)  
[Applicant and Recipient Assurances and Certifications](#)

**CITY OF LAGO VISTA, TEXAS**

**RESOLUTION NO. 23-1997**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT COOPERATIVE AGREEMENT BETWEEN THE CITY OF LAGO VISTA AND TRAVIS COUNTY.**

**WHEREAS**, the City Manager's office received a letter from Travis County providing notice of the Travis County Urban County 3-year requalification period for the Community Development Block Grant (CDBG) Program; and,

**WHEREAS**, the County has received CDBG funding for the past seventeen years and has allocated those funds to assist low- and moderate-income individuals and households residing in the unincorporated areas of the County and small participating cities; and,

**WHEREAS**, thus far, projects include the planning for and the improvement of infrastructure, including streets and water access; acquisition of land necessary for increasing affordable housing; rehabilitation of homes to improve the safe and decent housing stock; parks; homebuyer assistance to respond to the tightening mortgage credit market; increasing access to fair housing and tenant's rights counseling; and improving access to social services; and,

**WHEREAS**, the City of Lago Vista has been included in the CDBG service area since 2003; and,

**WHEREAS**, the City of Lago Vista last entered into a CDBG Cooperative Agreement with Travis County in June 2020 for participation for fiscal years 2021-2023; and,

**WHEREAS**, the City Council approved for the City of Lago Vista to send a notice of intent to continue participating in the Travis County CDBG program; and,

**WHEREAS**, Travis County has provided a Community Development Block Grant Cooperative Agreement (Exhibit A) for the City of Lago Vista to continue participating in the program.

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

**SECTION 1.** That the findings and recitations set out are found and declared to be true and correct and are incorporated herein for all purposes.

**SECTION 2.** The City Council hereby authorizes the Mayor to enter into a Community Development Block Cooperative Agreement with Travis County.

**SECTION 3.** This Resolution shall take effect immediately, upon execution by the Mayor.

**AND, IT IS SO RESOLVED PASSED AND APPROVED** this the 18th day of May 2023.

**CITY OF LAGO VISTA:**

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Ed Tidwell, Mayor

**ATTEST**

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Lucy Aldrich, City Secretary  
City of Lago Vista

On a motion by Councilor \_\_\_\_\_, seconded by Councilor \_\_\_\_\_, the above and foregoing Resolution was passed and approved.

**COMMUNITY DEVELOPMENT BLOCK GRANT  
COOPERATIVE AGREEMENT BETWEEN  
TRAVIS COUNTY AND  
THE CITY OF LAGO VISTA**

This Community Development Block Grant ("CDBG") Cooperative Agreement ("Agreement") is entered into by and between Travis County ("County") a political subdivision of the State of Texas, and the City of **LAGO VISTA**, Texas ("City") (which term shall also include a village, if applicable), an incorporated municipality within the geographical boundaries of County, referred to in this Agreement individually as a "Party" or collectively as the "Parties."

**RECITALS**

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOVT. CODE, Section 81.027, and other statutes) and County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes), and provision of the above services constitutes a public purpose.

Travis County Health and Human Services ("Department") has the authority to perform all public health functions that County can perform through TEX. HEALTH & SAFETY CODE ANN., Section 121.032.

Title I of the Housing and Community Development Act of 1974, as amended through the Housing and Community Act of 1992 ("Act"), establishes a program of community development block grants for the specific purpose of developing viable communities by providing decent housing and suitable living environment and expanding economic opportunities principally for low and moderate income individuals.

County has entered into a grant agreement with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a CDBG grant program pursuant to Title I of the Housing and Community Development Act of 1974 ("Act"), as amended, and the rules and regulations promulgated by HUD governing the conduct of CDBG programs, 24 Code of Federal Regulations ("CFR") Part 570, as amended, ("Regulations").

County has been designated an "Urban County" by HUD, entitled to a formula share of CDBG funds provided County; and CDBG regulations require counties to re-qualify as an Urban County under the CDBG program every three years.

County has the authority to administer or otherwise engage in community and economic development projects authorized under HUD and authorized by Title I of the Act or under any federal law creating community development and economic development programs (including Texas Local Government Code, Chapter 381).

County has received and is responsible for administration of grant funds made available through the Act.

County has received certain funds from HUD under the Act for utilization in connection with its CDBG program.

Department is the County's designated administrator for HUD grants governed by regulation codified under Title 24, Code of Federal Regulations.

County has adopted Annual Action Plans for HUD as part of its Consolidated Plan.

Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperative agreements with local governments for essential Community Development and Housing Assistance activities.

Through cooperative agreements, County has the authority to carry out activities funded from annual CDBG allocations from Federal Fiscal Year 2024 through 2026 appropriations and from any program income generated from the expenditure of such funds.

County is not obligated by any cooperative agreement to select projects for CDBG funding from any cooperating jurisdiction and funds will be allocated on a competitive basis as determined by County.

City desires to become a participating unit of general local government in connection with Travis County's Urban County CDBG program ("County's Program").

County desires that City becomes a participating unit of general local government in connection with County's Program.

County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities under the following terms:

## **1.0 GENERAL PROVISIONS**

**1.1 County Authority.** This Agreement gives County authority to undertake, or assist in undertaking, activities that will be funded from the CDBG program and from any program income generated from the expenditure of such funds.

**1.2 City/County Cooperation.** County and City agree to cooperate, to undertake or to assist in undertaking community renewal and lower-income housing assistance activities.

**1.3 Programs.** This Agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership ("HOME") and Emergency Shelter Grants ("ESG") Programs.

**1.4 Recitals.** The Parties agree that the information in the Recitals is true and correct and a part of this Agreement.

**1.5 Authorization.** By signature of this Agreement, the governing bodies of County and City authorize this Agreement.

## **2.0 TERM**

**2.1 Effective Period.** This Agreement is effective the date it is signed by both Parties, and remains in effect until CDBG (and where applicable, HOME and ESG) funds and program income received for Federal Fiscal Years 2024 through 2026, and to any successive qualification periods provided through the automatic renewal of this Agreement are expended and the funded activities completed. Neither County nor City may terminate or withdraw from this Agreement while the Agreement remains in effect.

**2.2 Renewal.** The Parties understand and agree that this Agreement will automatically be renewed for participation in successive three-year qualification periods, unless County or City provides written notice it elects not to participate in a new qualification period.

**2.3     Notice to Participate.** County will notify City by letter pursuant to Section 2.3.1 of this Agreement of its right not to participate in the County's Program on the date specified by HUD in HUD's urban county qualification notice ("HUD Notice") for the next three-year qualification period. City will notify County by letter pursuant to Section 2.3.1 of this Agreement no later than the date specified in County's notification that City elects not to participate in the County's Program for the next three-year qualification period. County will send copies of all notifications required by this Section 2.3 to the HUD Field Office by the date specified in the HUD Notice.

**2.3.1     Notice.** Official notice pursuant to this Agreement, including, but not limited to amendments or changes applicable for a subsequent three-year urban county agreement shall be sent by letter through certified mail or email, as applicable:

For City:

Ed Tidwell  
Mayor  
5803 Thunderbird Street, Lago Vista, TX 78645  
[mayor@lagovistatexas.gov](mailto:mayor@lagovistatexas.gov)

For County:

Pilar Sanchez  
County Executive, Health and Human Services  
P.O. Box 1748  
Austin, Texas 78767  
[Pilar.Sanchez@traviscountytx.gov](mailto:Pilar.Sanchez@traviscountytx.gov)

**2.4     Amendment to Qualification.** Any amendments or changes contained within the HUD Notice applicable for a subsequent three-year urban county qualification period must be adopted by County and City, and submitted to HUD as provided in the HUD Notice. Failure by either party to adopt such an amendment to the Agreement will void the automatic renewal of this Agreement.

## **3.0     COUNTY RESPONSIBILITIES AND AGREEMENTS**

**3.1     Fair Housing Certification.** County will not fund activities in support of any cooperating unit of general government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

**3.2     Subrecipient Agreements.** Prior to disbursing any CDBG program funds to a subrecipient, County will sign a written agreement with such subrecipient.

**3.3     Program Requirements.** County is responsible for ensuring that CDBG funds are used in accordance with all program requirements, including monitoring and reporting to HUD on the use of program income.

## **4.0     CITY RESPONSIBILITIES AND AGREEMENTS**

**4.1     City Election to Participate.** City, by executing this Agreement, gives notice of its election to participate in County's Program.

**4.2 City Limitation.**

4.2.1 No Application. By executing this Agreement, City understands and agrees that it will not apply for grants under the State CDBG Program from appropriations for the federal fiscal years during the period in which it is participating in County's Program.

4.2.2 No Other Participation. By executing this Agreement, City understands and agrees that it may receive a formula allocation under the HOME Program only through the County; that City will not participate in a HOME consortium except through County, regardless of whether or not County receives a HOME formula allocation; and that if County does not receive a HOME formula allocation, City cannot form a HOME consortium with other local governments.

4.2.3 Allocation. By executing this Agreement, City understands and agrees that it may receive a formula allocation under the ESG Program only through County. Currently, it is understood that County does not receive any ESG formula allocation. This does not preclude County or City from applying to the State for ESG funds, if the State allows.

**4.3 Income Report.** City agrees to inform County of any income generated by the expenditure of CDBG funds received and that any such program income must be paid to County to be used for eligible activities in accordance with all CDBG program requirements.

**4.4 City Policies.** City agrees that it has adopted and will maintain and enforce: a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent, civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrances to or exit from a facility or location which is the subject of such non-violent, civil rights demonstrations within the jurisdiction.

**4.5 Request for Inclusion.** City supports the application for and receipt of funding from the Act, as amended, by County, and asks that its population be included for three successive years (or the remaining term of the Grant period for County, if less than three years) with that of County to carry out Community Development Program Activities Eligible for Assistance under Public Law 93-383, and authorizes the Mayor of City to sign such additional forms as requested by HUD pursuant to the purposes of this Agreement.

**4.6 Final Responsibility.** City understands that County will have final responsibility for selecting CDBG (and, where applicable, HOME and ESG) projects, submitting the Consolidated Plan to HUD and filing annual grant reports and requests.

**4.7 Fair Housing Support.** City agrees that CDBG funding for activities in, or in support of City are prohibited if City does not affirmatively further fair housing within its own jurisdiction or impedes County actions to comply with its fair housing certification.

**4.8 City Plan.** City will develop a community development plan for the period of this Agreement which identifies community development and housing needs, enumerated as eligible activities under 42 U.S.C. Sec. 5305, and specifies both short and long-term community development objectives.

**4.9 Subrecipient Requirements.** In accordance with 24 CFR 570.501(b), City agrees that City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

**4.10 Good Faith Performance.** City agrees to act in good faith and with due diligence in performance of City obligations and responsibilities under this Agreement and under any subrecipient

agreements. City further agrees that it will fully cooperate with County in all things required and appropriate to comply with the provisions of any grant agreements received by County pursuant to the Act and its Regulations.

**4.11 Citizen Participation.** City agrees to comply with applicable federal citizen participation requirements, including those in 24 CFR 570.301.

**4.12 City Records.** City agrees to maintain records of activities for any projects undertaken pursuant to the program and said records shall be open and available for inspection by auditors assigned by HUD and/or County on reasonable notice during the normal business hours of City.

**4.13 HUD Form.** City agrees to execute Attachment A, HUD 424-B, Assurances and Certifications.

## **5.0 JOINT RESPONSIBILITIES AND AGREEMENTS**

**5.1 Certification Compliance.** County and City will comply with the applicable provisions of the Act and those federal regulations promulgated by HUD pursuant to the Act, as the same currently exists or as may be amended. County and City shall take all actions necessary to ensure compliance with County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152, available at <https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications>. County and City shall also take all actions necessary to ensure compliance with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws.

**5.2 County Requirements.** In accordance with 24 CFR 570.501(b), the Parties agree that Travis County is responsible for ensuring that CDBG funds are used in accordance with all program requirements, including monitoring and reporting to HUD on the use of program income, and that, in the event of close-out or change in status of City, any program income that is on hand or received subsequent to such close-out or change in status, shall be paid to County; and that the use of designated public agencies, subrecipients or contracts does not relieve Travis County of the responsibility for ensuring that CDBG funds are used in accordance with all program requirements.

**5.3 Adequacy of Performance.** The Parties agree that Travis County is responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts, and for taking appropriate action when performance problems arise, such as the actions described in 24 CFR 570.910; and that, where a city is participating with, or as part of Travis County Urban County, as a participating unit, or as part of a metropolitan city, the County is responsible for applying to the unit of general local government the same requirements as are applicable to subrecipients, except that the five- year period identified under 24 CFR 570.503(b)(8)(i) shall begin with the date that the unit of general local government is no longer considered by HUD to be a part of the metropolitan city or urban county, as applicable, instead of the date the subrecipient agreement expires.

**5.4 Compliance.** County and City will take all actions necessary to assure compliance with County's certifications required by Section 104(b) of Title I of the Act. County and City will comply with the provisions of the following: National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968; and Title 24 Code of Federal Regulations part 570; the

Fair Housing Act; Cranston-Gonzales National Affordable Housing Act (Public Law 101-635); Section 109 Title I of the Housing and Community Development Act of 1974 (42 U.S.C., Section 5309) which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975; Executive Order 11063, as amended by Executive Order 12259; Executive Order 11988; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C., Section 4630, et seq.); and other federal or state statute or regulation applicable to the use of CDBG or HOME Investment Partnerships Act (enacted as Title II of the National Affordable Housing Act of 1990) funds.

**5.5      Consolidated Plan.** The Parties agree that no provision of this Agreement may be interpreted to provide for veto or other restriction that would allow any Party to obstruct the implementation of the approved Consolidated Plan during the period covered by the Agreement.

**5.6      Authorization.** By executing this Agreement, the County Commissioners Court and governing body of City authorize this Agreement and the execution of this Agreement by the appropriate official.

**5.7      Transfer of Funds.** The Parties agree that any unit of local government may not sell, trade, or otherwise transfer all or any portion of funds received pursuant to this Agreement to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. (See Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76).

## **6.0      MISCELLANEOUS TERMS**

**6.1      INDEMNIFICATION.** CITY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AND ITS AUTHORIZED OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS FROM ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES AND/OR LIABILITY ARISING FROM CITY ACTS, ERRORS OR OMISSIONS AND FOR ANY COSTS OR EXPENSES INCURRED BY COUNTY ON ACCOUNT OF ANY CLAIM THEREFORE. CITY SHALL PROMPTLY NOTIFY COUNTY BY LETTER OR EMAIL PURSUANT TO SECTION 2.3.1 OF THIS AGREEMENT OF THE OCCURRENCE OF ANY SUCH CLAIMS, ACTIONS, LOSSES, DAMAGES AND/OR LIABILITY. CITY SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST ANY LIABILITY, CLAIMS, LOSSES, DEMANDS AND ACTIONS INCURRED BY COUNTY AS A RESULT OF THE DETERMINATION BY HUD OR ITS SUCCESSOR THAT ACTIVITIES UNDERTAKEN BY CITY FAIL TO COMPLY WITH ANY LAWS, REGULATIONS OR POLICIES APPLICABLE THERETO OR THAT ANY FUNDS BILLED BY AND DISBURSED TO CITY UNDER THIS AGREEMENT WERE IMPROPERLY EXPENDED.

**6.2      Entire Agreement.** It is expressly agreed that this Agreement embodies the entire agreement of the Parties in relation to the subject matter hereof, and that no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the Parties.

**6.3      Severability.** Each provision of this Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall remain in full force and effect.

**6.4      Assignment.** Neither Party will assign any of the rights or duties under this Agreement without the prior written approval of the other Party.

**6.5      Binding Agreement.** This Agreement shall be binding upon the successors, assigns, administrators and legal representatives of the Parties.

**6.6 Law and Venue.** This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement will be performable in the City of Austin, Texas or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Agreement will take place in Travis County, Texas.

**6.7 Immunity or Defense.** It is expressly understood and agreed by all Parties that, neither the execution of this Agreement, nor any conduct of any representative of County relating to this Agreement, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

**6.8 Conflict of Interest.** City shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of City, or member of City's governing body, who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to these activities has or may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect to it, or the proceeds under it, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

**6.9 Gratuities.** City agrees that City has not and will not accept gratuities in the form of entertainment, gifts, or otherwise were offered or given by City or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Agreement. City's employees, officers and agents shall neither solicit nor accept gratuities, favors or anything of monetary value from subcontractors or potential subcontractors. City will establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

**6.10 Nepotism.** City agrees that it will comply with the guidelines set forth for public officials under TEX. GOVERNMENT CODE ANN, Ch. 573, by ensuring that no officer, employee or member of the governing body of City shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person without written approval by County.

[Signature Page to Follow]

TRAVIS COUNTY

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

Andy Brown

Travis County Judge

Chief Executive Officer, Travis County

Date: \_\_\_\_\_

Approved that the terms and provisions of this Agreement are fully authorized under State and local law and that this Agreement provides full legal authority for County; and that County has the authority to undertake or assist in undertaking essential community renewal and lower income housing assistance activities.

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

Assistant County Attorney

Date: \_\_\_\_\_

CITY OF LAGO VISTA

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

Authorized Representative and Chief Executive Officer

Ed Tidwell

Mayor

Date: \_\_\_\_\_

**Attachment A**  
**HUD 424-B, Assurances and Certifications**

**Instructions for the HUD 424-B Assurances and Certifications**

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant: [Insert below the Name and title of the Authorized Representative, name of Organization and the date of signature]:

\*Authorized Representative Name:

\*Title:

\*Applicant/Recipient Organization:

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion sex (including gender identity and sexual orientation), disability, familial status, or national origin and will affirmatively further fair housing; except an

applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

7. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

8. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. **WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).**

\* Signature:

\* Date: (mm/dd/yyyy):

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**Public Reporting Burden Statement:** The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7<sup>th</sup> St SW, Room 4176, Washington, DC 20410-5000. **Do not send completed HUD-424B forms to this address.** This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. The Department of Housing and Urban Development is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected provides assurances and certifications for legal requirements related to the administration of this grant program. HUD will use this information to ensure compliance of its grantees. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

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# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 18, 2023

**SUBMITTED BY:** Lucy Aldrich, City Manager

**SUBJECT:** Consider approval of Resolution 23-1998, a resolution of the City Council of the City of Lago Vista providing for an application for charitable contributions and non-profit organizations requesting funding from the City of Lago Vista.

**BACKGROUND:** The City of Lago Vista has non-profit organizations request funding during the budget process each year. During last year's budget process, Councilor Roberts requested staff develop a more formal format process for these funding requests. In year's past, these entities would make presentations during a budget meeting when making their request for funding.

When staff asked the City Auditors if they had any concerns regarding the current decision-making process, they noted that the funding is minimal and does not require more documentation from their standpoint.

Staff with the assistance of a contracted employee, has drafted a Charitable Contributions and Non-Profit Funding Application to provide detailed information to the Council for making funding decisions.

**FINDINGS:** City Council reviewed and made amendment recommendations during the May 4, 2023, City Council meeting. A copy of the application with City Council's recommendations is in attached for review and consideration.

**FINANCIAL IMPACT:** N/A

**ATTACHMENTS:**

Resolution 23-1998 Application for Non-Profit Organizations (Funding Request)  
Application

**CITY OF LAGO VISTA, TEXAS**

**RESOLUTION 23-1998**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS  
ESTABLISHING AN APPLICATION FOR CHARITABLE CONTRIBUTIONS AND  
NON-PROFIT ORGANIZATIONS REQUESTING FUNDING FROM THE CITY OF  
LAGO VISTA.**

**WHEREAS**, the City Council of the City of Lago Vista, Texas (the “City”) is a Home Rule City; and

**WHEREAS**, the City has in place a fiscal and budgetary policy; and

**WHEREAS**, the City Council of the City of Lago Vista, Texas (the “City”) desires to consider funding requests from non-profit organizations for projects and programs that address community needs; and

**WHEREAS**, the City of Lago Vista finds it necessary and proper to develop an application for non-profit organizations to use and submit for all funding requests.

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

**SECTION 1.** The above recitals are found to be true and correct and incorporated herein for all purposes.

**SECTION 2.** The application for charitable contributions and non-profit organizations to request funds attached hereto as Exhibit “A” and incorporated herein is hereby adopted as the Charitable Contributions and Non-Profit Funding Application of the City of Lago Vista, Texas, effective immediately.

**SECTION 3.** This Resolution shall be in full force and effect after its passage.

**AND, IT IS SO RESOLVED PASSED AND APPROVED** this 18th day of May, 2023.

**CITY OF LAGO VISTA:**

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Ed Tidwell, Mayor

**ATTEST:**

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Lucy Aldrich, City Secretary

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



## CHARITABLE CONTRIBUTIONS AND NON-PROFIT FUNDING APPLICATION

The City of Lago Vista evaluates funding applications for projects and programs that address community needs.

Applications are due by **June 30<sup>th</sup> of each year**. Deliver the completed application to the Finance Department located at 5803 Thunderbird Street, Lago Vista, TX, 78645. Applications will be provided to the Council for review and to determine the amount of funding during the budget process. If you have any questions or need additional information, please contact the City Secretary.

Please provide information on all funding sources for your proposed budget so that the City can evaluate this information.

The City of Lago Vista accepts funding requests for projects or programs that meet one or more of the following:

- Are likely to have an impact on the quality of life of a substantial number of people in the Lago Vista community.
- Address issues or problems that the City of Lago Vista as a governmental agency does not currently address.
- Propose practical ways to address community issues and problems.
- Stimulate others to participate in addressing community problems.
- Are cooperative efforts and minimize or eliminate duplication of services.
- Are sustainable over time.

There are restrictions on the scope of the activities the City of Lago Vista can support. In general, the City does NOT provide funding for:

- The use of and payment for services of a fiscal agent.
- Endowment funds.
- Religious organizations for religious purposes.
- Fundraising activities or events.
- Umbrella funding organizations that intend to distribute funds at their discretion.
- Political lobbying or legislative activities.
- Brick and mortar projects.



City of Lago Vista  
Charitable Contribution and Non-Profit  
Funding Application

Name of Agency/Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

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

Amount of Funds Requested: \_\_\_\_\_

Project Status: (check one)  Existing  Expansion  New

**Briefly describe the program:** \_\_\_\_\_

**Describe the services the program provides:** \_\_\_\_\_

If organization received support from the City of Lago Vista previously, provide the following information:

Year Received: \_\_\_\_\_ Dollar Amount: \_\_\_\_\_  
Project Supported: \_\_\_\_\_

## Charitable Contributions and Nonprofit Funding Request Application Questionnaire

The City strongly requests that all answers be typed.

Submission of a completed questionnaire is required for application consideration.

1. What is the agency's mission?

2. What are the goals of the program for which you are requesting funding?

3. How will you know you met these goals by the end of the funding year?

4. Describe the impact of services on the community



## Questionnaire Page 2

5. If the request for funding for the proposed fiscal year is an increase from the previous fiscal year, please justify such increase:

6. Provide information on the overall financial position of the organization.

Include: annual budget, sources of funding (e.g., fund raisers, charitable donations)



City of Lago Vista  
Charitable Contribution and Non-Profit  
Funding Application

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

\_\_\_\_\_  
Signature of Executive Director (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Executive Director (if applicable)

Approval: \_\_\_\_\_

\_\_\_\_\_  
Signature of Organization Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name Organization Representative

For Office Use Only

Date Received: \_\_\_\_\_ By: \_\_\_\_\_

Date Reviewed: \_\_\_\_\_ Reviewed By: \_\_\_\_\_

Submit for Board Review: Yes \_\_\_\_\_ Council Meeting Date: \_\_\_\_\_

Ineligible? Yes \_\_\_\_\_ Reason: \_\_\_\_\_

Council Decision: Approve \$ \_\_\_\_\_ Date: \_\_\_\_\_

Council Comments: \_\_\_\_\_

Finance Officer Reviewer: \_\_\_\_\_ Fund Distribution Date: \_\_\_\_\_



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 18, 2023

**SUBMITTED BY:** Roy Jambor, Development Services

**SUBJECT:** Consider awarding RFP No. 23-05 for installation of a LED / monument sign on Lohman Ford Road to Vistago Print LLC in the amount of \$114,465.40.

**BACKGROUND:** The 2022-2023 Budget included \$100,000 in the Hotel Occupancy Budget to cover the cost of purchasing and installing an electronic information sign. After canvassing the market, staff realized that additional funds would be necessary to cover the sign that would best serve the location. During the March 16th Council Meeting, staff presented a budget amendment for an additional \$15,000 to cover the cost of the sign. At that time, staff was under the impression that the vendor from whom the City was purchasing the sign was on BuyBoard. It turned out that the vendor was on BuyBoard but not as an available vendor. So Staff elected to post an RFP in order to secure a vendor.

Three proposals were received from 2 different vendors. One of the vendors, Golden Rule Signs, submitted a proposal for 2 similar sizes. However, neither of the proposals were responsive to the request. Both were for a two-sided LED cabinet rather than the V-shape. One proposal was for an approximately 3-foot by 8-foot display area while the other was for a 4-foot by 8-foot display area.

The local vendor, Vistago Print LLC, included a V-shape sign as requested, with a pair of cabinets with an approximately 5-foot by 12-foot display area.

**FINDINGS:** The proposal from Vistago Print LLC represents a significantly greater value than either of the other 2 proposals from Golden Rule Signs. The proposals from Golden Rule Signs do not include the same level of detail or certainty of completeness apparent in the proposal from the local vendor.

**FINANCIAL IMPACT:** This agenda item has no additional financial impact to the budget. With the previous budget amendment, sufficient funds

are available to cover the not to exceed amount presented in the RFP.

**RECOMMENDATION:** Approve RFP No. 23-05 from Vistago Print LLC for installation of LED / monument sign on Lohman Ford Road.

**ATTACHMENTS:**

[Vistago - Monument Proposal](#)

[GRS Proposal 1 - 3x8 LED Monument](#)

[GRS Proposal 2 - 4x8 LED Monument](#)

# Proposal

Page 1 of 5



**Vistägo Print**

**Vistägo Print, LLC**  
 6706 Lohman Ford Rd  
 Lago Vista, TX 78645  
 ph. (512) 267-7446 x101  
 fax  
 email: chad@vistagoprint.com

Estimate: 20 23781  
 Printed 4/17/2023 10:57:57AM  
**RFP# 23-05**

Description: **Sign Spec 3 - Lago Vista, TX**

Prepared For: Roy Jambor

ph:

Company: COLV

Estimate Date: 2/17/2023 10:57:27AM

email: Roy.Jambor@lagovistatexas.gov

Product	Font	Qty	Sides	Height	Width	Unit Cost	Install	Item Total
1 Engineering		1	1	1	1	\$500.00	\$0.00	\$500.00

**Color:**

**Description:** - (1) TX Stamped Engineer Drawing

**Text:**

Product	Font	Qty	Sides	Height	Width	Unit Cost	Install	Item Total
2 Sign Permit		1	1	0	0	\$325.00	\$0.00	\$325.00

**Color:**

**Description:** Permit Procurement (If Needed): \$325  
 Actual City Fee: \$    TBD - Added at Cost

**Text:**

Product	Font	Qty	Sides	Height	Width	Unit Cost	Install	Item Total
3 Install		1	1	0	0	\$6,800.00	\$0.00	\$6,800.00

**Color:**

**Description:** -Electrical Run to Sign Location

**Text:**

Product	Font	Qty	Sides	Height	Width	Unit Cost	Install	Item Total
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# Proposal

Page 2 of 5



**Vistägo Print, LLC**  
6706 Lohman Ford Rd  
Lago Vista, TX 78645  
ph. (512) 267-7446 x101  
fax  
email: chad@vistagoprint.com

Estimate:

20 23781

Printed

4/17/2023 10:57:57AM

**RFP# 23-05**

**Vistägo Print**

4 LED Sign

1 2 56.75 141.75 \$67,190.40

Color:

\$0.00 \$67,190.40

# Proposal

Page 3 of 5



**Vistägo Print**

**Vistägo Print, LLC**

6706 Lohman Ford Rd

Lago Vista, TX 78645

ph. (512) 267-7446 x101

fax

email: chad@vistagoprint.com

Estimate:

20 23781

Printed

4/17/2023 10:57:57AM

**RFP# 23-05**

**Description:** SINGLE SIDED ELECTRONIC MESSAGE CENTERS:

- (2) 56 3/4" x 141.75" 12MM Full Color Single Sided EMCs
- Mounted w/ Approved Fasteners

-FLEX V-Series: Outdoor 12mm RGB 120x300 Double Face

-Lifetime Verizon Data Plan

-Cellular Modem (4G LTE)

-7 Year On-Site Labor Warranty

- Input Voltage 240 Volt AC

## PRODUCT SPECIFICATIONS:

FLEX V-Series: Outdoor 12mm RGB 120x300 Double Face

Flex V-Series Full Color Outdoor Display

Display Specifications

---

Physical Pitch..... 12mm

Physical Matrix (HxW)..... 120 pixels (H) x 300 pixels (W)

Virtual Pitch..... 6mm

Virtual Matrix (HxW)..... 240 pixels (H) x 600 pixels (W)

LEDs Per Pixel..... R1G1B1

Cabinet Dimensions (HxW)..... 4 ft. 8-11/16 in. (H) x 11ft. 9-3/4 in. (W)

Active Display Area (HxW)..... 4 ft. 8-11/16 in. (H) x 11ft. 9-3/4 in. (W)

Estimated Weight per Face..... 641.7 Lbs.

Square Feet per Face..... 55.8

Service Access..... Front Service, Rear Service Available as Custom Order Option

## Display Capabilities

---

Color Capability..... 281 Trillion Colors

Viewing Angle..... 160 Degrees Horizontal

## Electrical Specifications

---

Maximum Load at 120 Volts AC... 13.1Amps per Face

Typical Load at 120 Volts AC..... 3.9 Amps per Face

Maximum Load at 240 Volts AC... 6.5 Amps per Face

Typical Load at 240 Volts AC..... 2 Amps per Face

Suggested Input Voltage..... 120 Volt AC

Single Phase Input Power Only

## Warranty Coverage

---

Parts Warranty Period..... 7 Years

## Lifetime Verizon Data Plan

Lifetime Data Package on Verizon Carrier Network.

Plan includes One (1) GB of data transfer per month.

Data plan must be combined with a cellular modem device from Vantage LED.

Please note due to variances in coverage by Verizon Carrier Network and other site-specific conditions, Vantage LED cannot guarantee this product package is suitable for all locations and may result in communications related issues with the display. In the event that Carrier Network coverage or technology supported is not sufficient for

# Proposal

Page 4 of 5



**Vistägo Print**

**Vistägo Print, LLC**

6706 Lohman Ford Rd

Lago Vista, TX 78645

ph. (512) 267-7446 x101

fax

email: chad@vistagoprint.com

Estimate:

20 23781

Printed

4/17/2023 10:57:57AM

**RFP# 23-05**

the equipment or display location, alternate carriers or communications devices may be required, and additional charges may be incurred. The industry standard lifetime of an LED display is defined as approximately 10 years. The lifetime data plan term is for the life of the LED Display it is originally purchased with and is not to exceed the industry standard 10-year lifetime of an LED Display. Data Package subject to the terms and conditions of the Vantage LED Cellular Data Packages Program, available upon request

Cellular Modem (4G LTE)

Cellular Modem for Vantage Data Plans

This product has no data plans associated with it and must be combined with a data plan to be activated.

Includes cellular modem, power supply and external antenna(s)

Please note due to variances in coverage by Carrier Network and other site specific conditions, Vantage LED cannot guarantee that this product package is suitable for all locations and may result in communications related issues.

In the event that Carrier coverage is not sufficient for the final installation, alternate Carriers or Communications may be required and will incur any additional equipment or subscription fees.

ADD: 7 Year On-Site Labor Warranty

Extend Warranty Coverage with 7 Year On-site Labor Plan.

Covers on-site labor costs for repair or replacement of part covered by Limited Parts Warranty.

Terms and Conditions apply and available upon request.

**Text:**

Product	Font	Qty	Sides	Height	Width	Unit Cost	Install	Item Total
5 Masonary		1	1	1	1	\$15,850.00	\$0.00	\$15,850.00

**Color:** White

**Description:** SANDSTONE WALLS BUILT TO SPECS

-Dirt Removal

-Pipe Sets - Pending Engineering

-Foundations

-Stone work

**Text:**

Product	Font	Qty	Sides	Height	Width	Unit Cost	Install	Item Total
6 Cabinet Boxes-Illuminated		2	1	27	141.75	\$8,450.00	\$0.00	\$16,900.00

**Color:** White

**Description:** "Single Sided Header Cabinets"

- .080" Aluminum Cabinet Faces PTM P1

- Faces Routed & Backed w/ 3/16" #7328 White Acrylic

- .080" Aluminum Sidewalls PTM P1

- .080" Aluminum Cabinet Backs PTM P1

- Illuminated w/ Principle LED RGB Tapout Stiks

- 60W Principle LED Power Supplies Contained in Cabinet

- 2" Aluminum Square Tube Cabinet Frame

**Text:**

Product	Font	Qty	Sides	Height	Width	Unit Cost	Install	Item Total
---------	------	-----	-------	--------	-------	-----------	---------	------------

# Proposal

Page 5 of 5



**Vistägo Print**

**Vistägo Print, LLC**  
6706 Lohman Ford Rd  
Lago Vista, TX 78645  
ph. (512) 267-7446 x101  
fax  
email: chad@vistagoprint.com

Estimate:

20 23781

Printed

4/17/2023 10:57:57AM

**RFP# 23-05**

---

7 Install	1	1	0	0	\$6,900.00	\$0.00	\$6,900.00
-----------	---	---	---	---	------------	--------	------------

**Color:**

**Description:** INSTALL:

- Sign Cabinets
- Message Center Display

NOTE: TCS WILL TIE INTO EXISTING DEDICATED POWER IF ACCESSIBLE AND LOCATED AT SIGN LOCATION. TCS NOT RESPONSIBLE FOR RUNNING PRIMARY POWER TO SIGN.

ILLUMINATED SIGN CABINET REQUIRES (1) DEDICATED CIRCUIT. MESSAGE CENTER REQUIRES (1) DEDICATED CIRCUIT. (2) DEDICATED CIRCUITS OR MORE ARE REQUIRED FOR SIGN AS DESIGNED

**Text:**

Notes:

\*Maximum price not to exceed \$114,465.40

Line Item Total:	\$114,465.40
Tax Exempt Amt:	\$114,465.40
Subtotal:	\$114,465.40
Taxes:	\$0.00
Total:	\$114,465.40

Deposit Required: \$57,232.70

---

Company: COLV  
Lago Vista, TX

Received/Accepted By:

/ /

**A**

## V-Shaped Illuminated Monument Sign

Scale: 1:36

**Fabricate & Install One (1) V-Shaped Monument Sign to Specs**

**"Single Sided Header Cabinets"**

- .080" Aluminum Cabinet Faces PTM P1-P2
- Faces Routed & Backed w/ 3/16" #7328 White Acrylic
- .080" Aluminum Sidewalls PTM P1-P2
- .080" Aluminum Cabinet Backs PTM P1-P2
- Illuminated w/ Principle LED RGB Tapout Stiks for SS Cabinet
- 60W Principle LED Power Supplies Contained in Cabinet
- 2" Aluminum Square Tube Cabinet Frame

**"Single Sided Electronic Message Centers"**

- Two (2) 56 3/4" x 141 3/4" 12MM Full Color Single Sided EMCs
- 2" Steel Angle Frame Frames
- Illuminated w/ Principle Quikmod 2 White LED
- 7" Pole Pocket for 6 5/8" OD Steel Pipe for Each EMC
- Sandstone Wall Built to Specs
- 120V Power Brought to Sign by Others



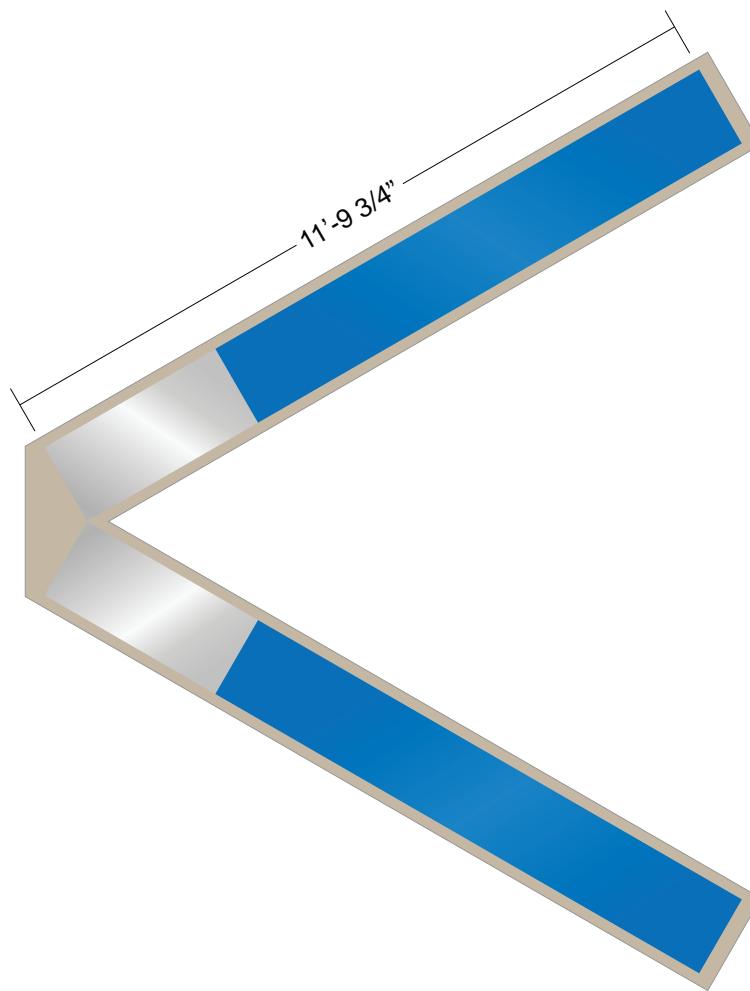
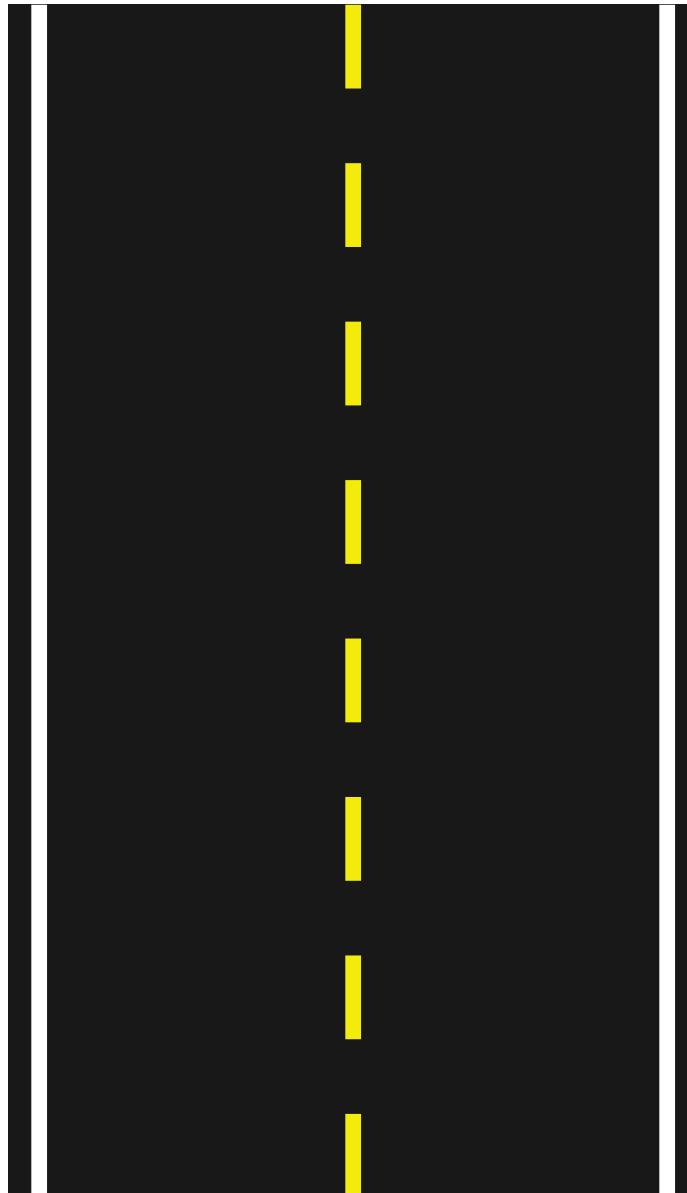
Night View - NTS



**A**

Top View

Scale: 1:36





**City of Lago Vista**  
15mm 60x160 - Full Color

Monument



\*Artistic and illustration purposes only; not drawn to scale - see quote for dimensions.





\* Overall sign depth may vary due to support size required by engineering.

VERSION #: v414234

**SIGNATURE**

**DATE**

1083 Brooks Industrial Rd.  
 Shelbyville, KY 40065

TF 1-800-732-9886  
 Fax 1-502-416-0544



Client is responsible for ensuring that the proof is correct in all areas. Double-check spelling, grammar, layout and design before approving artwork. If a proof containing errors is approved by client, the client is responsible for payment of original cost as well as corrections, revisions, and re-makes. This custom artwork is not intended to provide an exact match between ink, vinyl, paint or EMC color. Vector art will provide the best quality print of your logo. If vector art is not provided, your existing artwork will be vectorized for \$50. Brickwork, masonry and landscaping is not included in the proposal unless otherwise specifically stated. EMC images shown are simulated. Sign is designed to be illuminated at all times. Sketches are based off of this premise. This is a custom made product, built by hand for people by people. Small blemishes/imperfections may occur and can be expected with hand made products. Industry standard is to view this product from a minimum distance of 10 feet to determine quality acceptability.



1083 Brooks Industrial  
Shelbyville KY 40065

Consultant Kody Sutton  
1-800-732-9886  
kody@goldenrulesigns.com

Quote #30056  
Date 04-12-2023

Client Kristall Burke  
City of Lago Vista  
5803 Thunderbird St.  
Lago Vista TX 78645

Great Signs. Great Service. Great Prices.

**L.E.D. Message Unit (Impact G3 Series)**

Color	RGB -2 Billion Colors	Communication Capabilities	Cellular Modem - Lifetime Data Text, Pictures, Graphics, Video Animations, Time & Temperature
Pitch	15mm		
Matrix	60 x 160		
Dimensions	3' -0" x 8' -0"" (Height x Length)		
Max # of Lines	9		
Max letter per line	27		
Configuration	Double Face		



**Identification/Logo Cabinet & Support Structure (Full Depth Cabinet)**

Cabinet Size	Not required	Your sign cabinet will be internally lit and controlled by a day/night sensor. It contains translucent faces which display digitally printed lettering/art (name of organization/mascot etc.) which will be approved prior to manufacturing.
Pedestal Size	Not required	
Structure	5" square steel tube, structural support #1	

Electrical Requirements	120v	240v	Our sign system can be manufactured for 110v-120v or 220v-240v service. Our Project Management Team will confirm your choice at the time of order and answer any questions you may have on grounding requirements.
Typical Amps	5.74	3.22	
Max Amps	16.42	9.20	

Alternate Resolution Options	Additional Items (included in total)	Price
Pitch: 10mm	Removal of Existing Monument	\$ 1,200.00
Matrix: 90 x 240	Synthetic stucco sign approx. 84" X 106" X 24" - includes a one color Masterwall fine spray finish, Two color finish, Raised painted graphics (Double Faced)	\$ 0.00
Total: \$ 40,562.10	EXCLUDES MASCOT AND SHIELD, Faux brick finish Led/Cabinet prep Side vents Shipping crate with shipping included	
Total: \$ 44,798.42		
If choosing an alternate resolution option, Please circle your selection & Initial _____		

**Installation, Delivery & Warranty**

Installation	Professional Installation New Footer - V2	Total	\$ 47,682.23
Site Survey	Not Required	50% Deposit:	\$ 23,841.12
Existing Sign	Removal included - see line item	25% Prior to Shipping:	\$ 11,920.56
Delivery	Included - LTL4.0	25% Balance:	\$ 11,920.56
Warranty	Limited Lifetime Warranty		

To begin the purchase process please sign and fax to 502-416-0544 or scan and e-mail to your Project Consultant.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicable sales tax will be added to your invoice - exempt organizations must provide certificate. Manufacturing lead time is 4-10 weeks depending on scope of work - confirm with your Project Manager. Engineering, permit acquisition, permit fee and running electric are not included unless specifically stated in this quote. This quote is valid for 90 days.

# Golden Rule Signs, Terms and Conditions of Sale v5117

## 1.0 Basis of Sale

No variation to these Conditions shall be binding unless agreed in writing between authorized representatives of the Buyer & Seller. Additional, different, or inconsistent terms or conditions proposed or received from Buyer, including without limitation, any additional, different, or inconsistent terms or conditions in Buyer's request for proposals or order, are hereby rejected and shall not be a part of the parties' contract. Seller's commencement of any work or delivery of any goods does not constitute acceptance of or consent to any additional, different, or inconsistent terms. Changes in orders must be requested by Buyer in writing. No changes in orders or these terms and conditions shall be binding on Seller unless specifically agreed in writing signed by Seller. Seller is not liable or responsible for any delays caused by Buyer's changes in orders. Sales literature, price lists, and other documents issued by Seller in relation to the Goods are subject to alteration by Seller without notice, do not constitute offers to sell the Goods which are capable of acceptance, and do not constitute a part of this Contract unless the parties otherwise expressly agree in writing. Typographical, clerical, or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice, or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

## 2.0 Orders, Specifications & Permits

All specifications of the order, products, and services provided by the Seller shall be listed on the Buyer's signed quote form including items such as shipping, installation, permitting, training, custom artwork, and design. Items not listed on the quote are not included in the specifications of the Goods. Seller does not provide/run electric lines – this is a client's responsibility unless otherwise specifically stated on the signed quote form. No order which has been accepted by the Seller may be canceled by the Buyer except with agreement in writing by the Seller and with the understanding that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by the Seller. The cost for local zoning permits, if required, are the sole responsibility of the Buyer unless included as a line item in the order. The Seller may, at its option assist in providing drawings, sketches/renderings, or technical information. Permits are paid at cost by the Buyer unless a sale price has already been assigned to them. If a variance process is required, a change order is required. Any required core samples, engineered drawings, or additional certifications/tests requested by the Buyer or the Buyer's local government are the financial responsibility of the Buyer. If for any reason the local governing authorities (be it city, county, or state planning/zoning, permit office, building inspections etc.) deny the permit application, Buyer is conclusively responsible for all costs incurred. Rock clause: in the event that the site soil or rock conditions are such to prevent normal excavation and construction, Buyer is responsible for additional charges at cost if incurred. Buyer will be notified in such an event. If Seller is to utilize a client's existing support structure when installing a sign, it is hereby known that Seller has no knowledge of the depth, size, or integrity of the footer below grade or materials/methods used to construct the existing support structure. As such, Buyer agrees to hold Seller harmless and void of all liability as it relates to the existing support structure, including the footer.

## 3.0 Terms of Payment Payment to Seller

Terms of Payment to Seller is specified on the Quote. In the event that Buyer is paying through installments, "due on or before" dates will be set forth on the Quote. Any payments that are past due by 7 or more calendar days shall be assessed a \$50 late fee. In addition, any payments that are past due by more than 30 calendar days shall bear interest at a rate equal to the lesser of (a) one and one-half percent (1.5%) per month or (b) the maximum permitted by law. Noncompliance with payment terms or any other failure by Buyer to observe, perform, and be in compliance with the terms and conditions of this Contract, will be a breach of contract by the Buyer. In that event, (a) Seller may exercise all rights and remedies available to it at law or in equity, and title to the Goods shall revert to the Seller, and (b) the Buyer waives all rights to the Goods and services that were to be provided as well as monetary damages. In the event that Seller hires an attorney to represent it in any dispute in any way related to this Contract, Buyer expressly agrees to pay all legal fees and costs incurred by such attorney in such a matter.

## 4.0 Delivery

The date of delivery of the Goods may vary due to the nature of manufacturing custom signage. Estimated delivery/installation dates are estimations. Seller shall be held harmless if the estimated delivery/installation date is exceeded. Buyer is responsible for any increased installation costs due to delays caused by Buyer (lack of access to site or personnel during the planned visit, delivery or installation, undisclosed underground lines, or unprepared site provisions). Shipping terms are FOB Plant. If Goods are shipped directly to Buyer, Buyer is solely responsible for any damage during shipping. Buyer is advised to examine the crate and Goods before accepting and reject any damaged shipment. This does not apply to projects where a Seller contracted installer is receiving Goods.

## 5.0 Assignment of Manufacturer's Warranties

Seller hereby assigns to Buyer, to the extent assignable, all manufacturer's warranties and service agreements with respect to the Goods, if any, for the purpose of making appropriate claims against the manufacturer, provided that the Seller shall retain at all times the right to be protected by these warranties, agreements, and indemnities.

## 6.0 Legal

Buyer represents and warrants that it is duly authorized to enter into this Contract and that this Contract constitutes its legal, valid, and binding obligation, enforceable in accordance with its terms. It is the responsibility of the Buyer to ensure that this purchase and signing of this contract is compliant with the Buyers protocol and procedures. This contract shall be governed by the laws of the Commonwealth of Kentucky, without regard to its conflict of laws principles. The parties hereby irrevocably submit to the exclusive jurisdiction of the Federal and State courts located in Shelby County, Kentucky regarding the interpretation and enforcement of this Contract and the transactions contemplated hereby and hereby waive and agree not to assert as a defense that it is not subject thereto or that any such action may not be brought or maintained in such courts or that such venue may not be appropriate or convenient. This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all other agreements, previous contracts for this signage, understandings, representations, and warranties both oral and written with respect to such subject matter.

- END OF DOCUMENT -



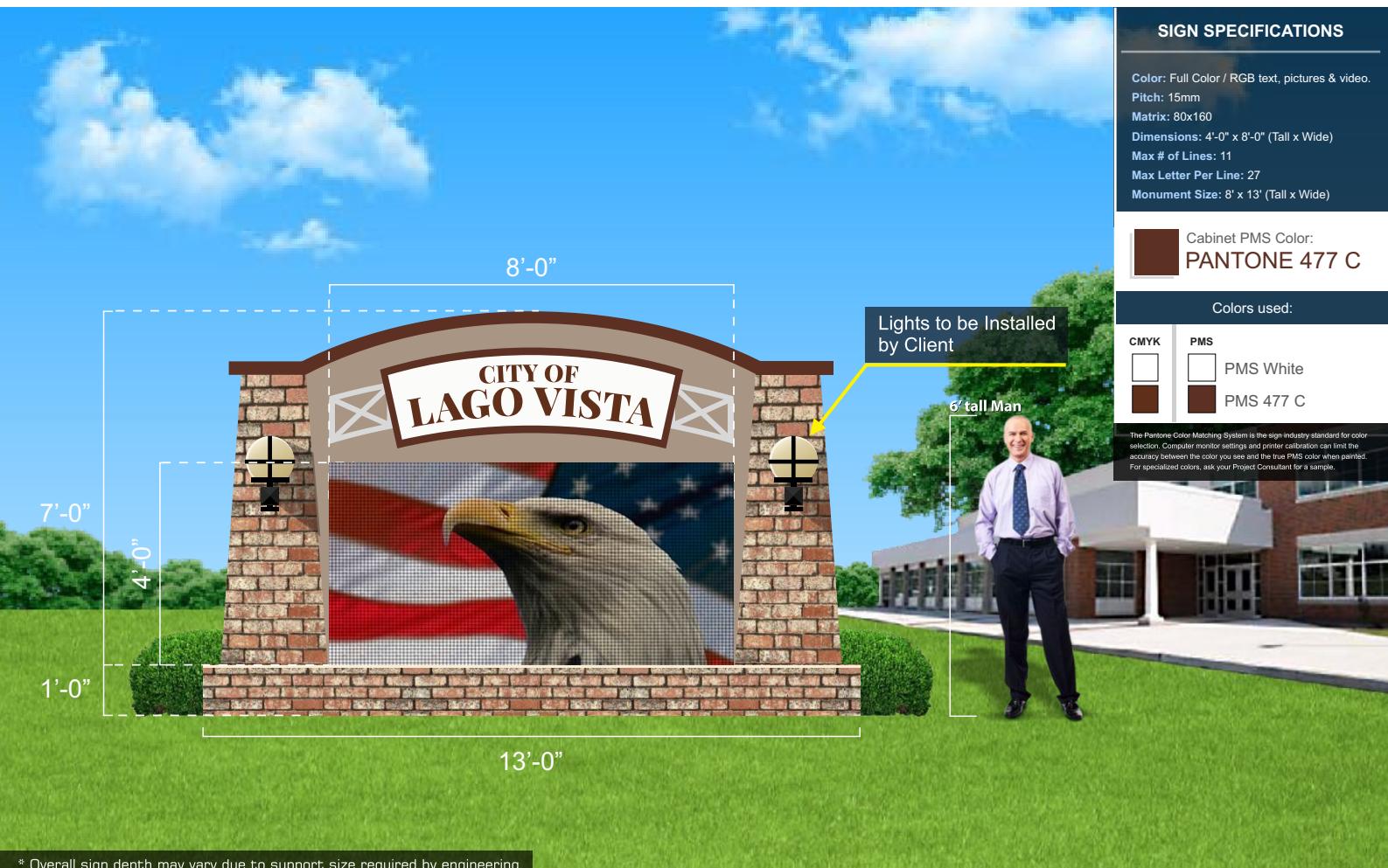
**City of Lago Vista**  
15mm 80x160 - Full Color

Monument



\*Artistic and illustration purposes only; not drawn to scale - see quote for dimensions.





\* Overall sign depth may vary due to support size required by engineering.

VERSION #: v412237

1083 Brooks Industrial Rd.  
Shelbyville, KY 40065

TF 1-800-732-9886  
Fax 1-502-416-0544



**SIGNATURE**

**DATE**

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1083 Brooks Industrial  
Shelbyville KY 40065

**Consultant** Kody Sutton  
1-800-732-9886  
kody@goldenrulesigns.com

**Quote #** #30055  
**Date** 04-12-2023

**Client** Kristall Burke  
City of Lago Vista  
5803 Thunderbird St.  
Lago Vista TX 78645

**Great Signs. Great Service. Great Prices.**

**L.E.D. Message Unit (Impact G3 Series)**

Color	RGB -2 Billion Colors	Communication Capabilities	Cellular Modem - Lifetime Data Text, Pictures, Graphics, Video Animations, Time & Temperature
Pitch	15mm		
Matrix	80 x 160		
Dimensions	4' -0" x 8' -0"" (Height x Length)		
Max # of Lines	11		
Max letter per line	27		
Configuration	Double Face		

**Identification/Logo Cabinet & Support Structure (Full Depth Cabinet)**

Cabinet Size	Not required	Your sign cabinet will be internally lit and controlled by a day/night sensor. It contains translucent faces which display digitally printed lettering/art (name of organization/mascot etc.) which will be approved prior to manufacturing.
Pedestal Size	Not required	
Structure	5" square steel tube, structural support #1	

Electrical Requirements	120v	240v	Our sign system can be manufactured for 110v-120v or 220v-240v service. Our Project Management Team will confirm your choice at the time of order and answer any questions you may have on grounding requirements.
Typical Amps	7.42	4.06	
Max Amps	21.22	11.62	

Alternate Resolution Options	Additional Items (included in total)	Price
Pitch: 10mm	Removal of Existing Monument	\$ 1,200.00
Matrix: 120 x 240	Synthetic stucco sign approx. 84" X 156" X 30" - includes a one color Masterwall fine spray finish, Three color finish Raised painted graphics (Double Faced) 2 Faux brick finish Led/Cabinet prep Shipping crate, with shipping included	\$ 0.00
Total: \$ 45,502.72		
Total: \$ 50,868.73		
If choosing an alternate resolution option, Please circle your selection & Initial _____		

**Installation, Delivery & Warranty**

Installation	Professional Installation New Footer - V2	Total	\$ 56,503.55
Site Survey	Not Required	50% Deposit:	\$ 28,251.78
Existing Sign	Removal included - see line item	25% Prior to Shipping:	\$ 14,125.89
Delivery	Included - LTL4.0	25% Balance:	\$ 14,125.89
Warranty	Limited Lifetime Warranty		

To begin the purchase process please sign and fax to 502-416-0544 or scan and e-mail to your Project Consultant.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicable sales tax will be added to your invoice - exempt organizations must provide certificate. Manufacturing lead time is 4-10 weeks depending on scope of work - confirm with your Project Manager. Engineering, permit acquisition, permit fee and running electric are not included unless specifically stated in this quote. This quote is valid for 90 days.

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Buyer represents and warrants that it is duly authorized to enter into this Contract and that this Contract constitutes its legal, valid, and binding obligation, enforceable in accordance with its terms. It is the responsibility of the Buyer to ensure that this purchase and signing of this contract is compliant with the Buyers protocol and procedures. This contract shall be governed by the laws of the Commonwealth of Kentucky, without regard to its conflict of laws principles. The parties hereby irrevocably submit to the exclusive jurisdiction of the Federal and State courts located in Shelby County, Kentucky regarding the interpretation and enforcement of this Contract and the transactions contemplated hereby and hereby waive and agree not to assert as a defense that it is not subject thereto or that any such action may not be brought or maintained in such courts or that such venue may not be appropriate or convenient. This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all other agreements, previous contracts for this signage, understandings, representations, and warranties both oral and written with respect to such subject matter.

- END OF DOCUMENT -



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 18, 2023

**SUBMITTED BY:** Tracie Hlavinka, City Manager

**SUBJECT:** Discussion, consideration and possible action on a request from the Hollows on Lake Travis, LLC to approve an increase in the Wastewater Entitlement as identified in the Interlocal Wholesale Wastewater Agreement dated June 21, 2013 between the City of Lago Vista and the City of Jonestown.

**BACKGROUND:** The City of Lago Vista and the City of Jonestown entered into an Interlocal Wholesale Wastewater Agreement on June 21, 2013. The agreement allows for Jonestown to secure wholesale wastewater treatment and disposal services from Lago Vista for a portion of The Hollows development.

**FINDINGS:** On April 25, 2023, Lago Vista and Jonestown city management received notice from the Hollows on Lake Travis, LLC pursuant to Section 2.02(b) of the Interlocal Wholesale Wastewater Agreement requesting approval of an increase in the Wastewater Entitlement from the present maximum quantity of 400 living unit equivalents to a maximum quantity of 415 living unit equivalents.

Staff and the City Attorney have reviewed the agreement and have no concerns with the approval.

**FINANCIAL IMPACT:** N/A

**ATTACHMENTS:**

[Request from The Hollows on Lake Travis, LLC](#)  
[Interlocal Wholesale Wastewater Agreement](#)

**THE HOLLOWES ON LAKE TRAVIS, LLC**

6310 Lemmon Avenue  
Suite 200  
Dallas, TX 75209  
Phone: 214-251-8100  
Fax: 214-350-9099

April 25, 2023

**VIA FEDERAL EXPRESS**

Tracie Hlavinka  
City Manager  
City of Lago Vista, Texas  
5803 Thunderbird Street  
Lago Vista, TX 78645

Steve Jones  
City Manager  
City of Jonestown, Texas  
18649 FM 1431, Suite 1A  
Jonestown, TX 78645

Re: Interlocal Wholesale Wastewater Agreement made and entered into as of June 21, 2013 by and between the City of Lago Vista and City of Jonestown (the "Wastewater Agreement")

Dear Ms. Hlavinka and Mr. Jones:

On behalf of The Hollows on Lake Travis, LLC ("THOLT"), I am writing to request approval of an increase in the Wastewater Entitlement (as defined in the Agreement) from the present maximum quantity of 400 living unit equivalents to a maximum quantity of 415 living unit equivalents. This request is made in accordance with Section 2.02(b) of the Agreement.

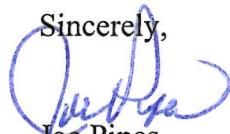
THOLT intends to develop 15 residential lots on a 27.9 acre tract abutting Old Burnet Road in the City of Jonestown (the "Property"). While service to these lots could be provided by individual septic tanks for each lot, providing wastewater treatment through the existing Lago Vista wastewater system would reduce the impact of such individual tanks on the environment.

An existing lift station for the wastewater system is presently located near the midpoint of the Property. An evaluation of capacity of this lift station and associated transmittal lines was completed last year, and the study indicates the lift station and system has adequate capacity to accommodate these additional 15 units. A copy of the

study was previously provided to the Director of Public Works for the City of Lago Vista, Taylor Whichard, in connection with his review of plans for development of property in the City of Lago Vista which adjoins the Property.

These additional connections will be subject to Section 4.03(b) of the Agreement which allows the City of Lago Vista to charge a service fee for each utilized unit at a rate of 120% of the rate charged to Lago Vista customers. No additional capital costs will be incurred by either City in connection with the requested increase in allowable living unit equivalents.

I have enclosed a copy of the Agreement. If there is any additional information I can provide for your use in review of this request, please let me know.

Sincerely,  
  
Joe Pipes  
Manager

## **FIRST AMENDMENT**

### **INTERLOCAL WHOLESALE WASTEWATER AGREEMENT**

This **INTERLOCAL WHOLESALE WASTEWATER AGREEMENT** ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013 (the "Effective Date") by and between the City of Lago Vista, a Texas home rule municipality ("Lago Vista"), and the City of Jonestown, a Texas general law municipality ("Jonestown"). Lago Vista and Jonestown are collectively referred to herein as the "Parties".

#### **RECITALS**

**WHEREAS**, Jonestown desires to secure wholesale wastewater treatment and disposal services from Lago Vista for a portion of a development known as The Hollows Subdivision, located in Jonestown, Travis County, Texas, being more particularly shown and described in Exhibit A (the "Wholesale Service Area");

**WHEREAS**, Lago Vista agrees to furnish wholesale wastewater treatment and disposal services to Jonestown, in accordance with the terms and conditions set forth in this Agreement, so that Jonestown may provide retail wastewater services to customers within the Wholesale Service Area;

**WHEREAS**, the developer of The Hollows Subdivision defaulted in the performance of obligations related to the construction of the wastewater treatment plant;

**WHEREAS**, wastewater service for the Wholesale Service Area is currently provided through a pump and haul system, which is intended to be only a temporary means of providing wastewater utility service;

**WHEREAS**, this Agreement, the provision of interim pump and haul services, and the construction of the Wholesale Wastewater Facilities are necessary to preserve and protect the public health and safety of Jonestown residents, to provide a permanent means of providing wastewater service to the Wholesale Service Area, and to ensure adequate and continued long-term wastewater utility service;

**WHEREAS**, Centex Homes is providing funds, pursuant to that certain Settlement Agreement by and among Centex Homes, Lago Vista, and Jonestown (the "Settlement Agreement"), to construct the Wholesale Wastewater Facilities, as defined herein;

**WHEREAS**, Jonestown's contracting with Lago Vista for the design and construction of the Wholesale Wastewater Infrastructure will result in efficiencies related to costs, management, coordination, and oversight of the construction of such facilities, which will be located in both Lago Vista and Jonestown;

**WHEREAS**, the parties agree that this Agreement will accomplish legitimate public purposes of both cities and that service of the Wholesale Service Area, defined herein, on a wholesale basis by Lago Vista through this Agreement promotes regionalization of utility

services, which is encouraged by the Texas Commission on Environmental Quality, and reduces the number of wastewater treatment plants and on-site sewage facilities in the Jonestown and Lago Vista area, which lessens the impact of such plants and sewage facilities on the environment; and

**WHEREAS**, Lago Vista and Jonestown recognize that both the public interest and good government are best served by long-term, mutually cooperative relationships between neighboring cities;

**NOW, THEREFORE**, pursuant to Chapter 791, Texas Government Code, and as otherwise authorized and permitted by the City Charter of Lago Vista and the laws of the State of Texas, for and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **Article I. Definitions**

1.01. **Definitions of Terms.** As used in this Agreement, except as otherwise provided herein, the following terms have the meanings ascribed in this section.

“Commercial Waste” means any water, wastewater, or equivalent substances from non-domestic activities including, but not limited to, industrial waste, other than waterborne human waste and waste from activities or sources such as kitchen, bathroom, laundry, washing, bathing, garbage grinding, toilets, baths, showers, sinks, and food preparation from residential and retail businesses.

“Effective Date” means the Effective Date of the Settlement Agreement, which shall be the date first stated in this Agreement, provided that the Agreement has been approved by the governing bodies of both parties and duly executed by the parties and further provided that the Settlement Agreement has been duly approved and executed by Centex, Jonestown, and Lago Vista.

“Jonestown System” means the wastewater pipes, lines, pumps, lift stations, facilities, and equipment used or useful to provide wastewater service to the Wholesale Service Area or other areas within Jonestown that are located within Jonestown, including both existing and to be installed, that are used or may be used to supply wastewater service within Jonestown, and excluding the wastewater lines located on a private property owner’s lot outside of a public utility easement.

“Lago Vista System” means the wastewater treatment plant, collection system, force mains, lift stations and other equipment owned by Lago Vista, both existing and to be installed, that are used or may be used to supply wastewater service.

“Living Unit Equivalents” means a unit of measure which represents the quantity of water utilized and wastewater generated on an average daily basis from a single-family, detached residence of average size and occupancy which is the standardized measure

used for service units. The formula for determining living unit equivalents is a function of the water meter size and is set out in Exhibit B attached hereto.

"Point of Delivery" means the point at which Lago Vista shall accept Wastewater from Jonestown for treatment and disposal. The Point of Delivery shall be generally located at the point where the Wholesale Wastewater Facilities cross the parties' common city limits boundaries as generally shown in Exhibits C and D.

"Pump and Haul System" means the collection system, collection tanks (or "frac tanks"), facilities, and equipment used or useful to provide wastewater service to the Wholesale Service Area by pump and haul.

"TCEQ" means the Texas Commission on Environmental Quality, or successor agency.

"Wastewater" means waterborne waste discharged from sanitary conveniences of dwellings, business buildings and institutions, that is primarily organic and biodegradable or decomposable and that generally originates as human, animal or plant waste from certain activities including using toilet facilities, washing, laundering, bathing and food preparation.

"Wastewater Entitlement" means the maximum quantity of wholesale Wastewater treatment and disposal services to be provided by Lago Vista to Jonestown under this Agreement, which shall be wholesale Wastewater treatment and disposal services to 415 living unit equivalents within the Wholesale Service Area, which lots may be used for single-family residential, multi-family residential, or commercial uses (subject to approval by Lago Vista under Section 2.09), subject to agreed amendments to the Wholesale Service Area and/or the Wastewater Entitlement as provided in Section 2.02(b).

## **Article II. Wholesale Wastewater Treatment And Disposal Services**

**2.01 Treatment and Disposal of Wastewater.** Lago Vista shall receive, treat and dispose of Wastewater delivered by Jonestown to the Point of Delivery in accordance with the quantity limitations set forth herein upon the completion and acceptance of the Wholesale Wastewater Facilities, or sooner if portions of the Wholesale Service Area may be served prior to completion of all of the Wholesale Wastewater Facilities using the portions of the Wholesale Wastewater Facilities that have been completed and accepted; provided that the Wholesale Wastewater Facilities shall be completed and accepted and wholesale wastewater service shall begin no later than eighteen months after the Effective Date. In the event that wholesale wastewater service is not commenced within eighteen months from the Effective Date, Lago Vista shall install the facilities necessary to provide pump and haul wastewater services to Phase IIIA of The Hollows Subdivision in Jonestown and shall provide pump and haul services to Phase IIIA in accordance with Section 2.05 below. Jonestown shall not deliver any Commercial Waste to Lago Vista from any source that is not approved in advance by Lago Vista pursuant to Section 2.09. At such time that TCEQ approves the transfer of the CCN No. 20976 to Jonestown, Jonestown will be

the retail wastewater service provider for the Wholesale Service Area, with wholesale wastewater service being provided by Lago Vista to Jonestown pursuant to this Agreement.

**2.02 Quantity of Services.**

(a) Lago Vista agrees to provide wholesale Wastewater treatment and disposal services for the Wholesale Service Area in an amount not greater than the Wastewater Entitlement; subject to amendments to this Agreement to increase the Wastewater Entitlement or to increase the Wholesale Service Area as provided in Section 2.02(b). The treatment and disposal services provided hereunder shall include all Commercial Waste Lago Vista agrees to accept pursuant to Section 2.09, inflow and infiltration, and other non-hazardous liquids that may be commingled with the Wastewater.

(b) In the event that Jonestown seeks to increase the Wastewater Entitlement or to increase the Wholesale Service Area, Jonestown and Lago Vista will enter into good faith negotiations for the amendment of this Agreement in order to increase the Wastewater Entitlement and/or the Wholesale Service Area, as appropriate. The amendment will specify the additional quantity of Wastewater treatment and disposal services that would be provided by Lago Vista to Jonestown, and the costs associated therewith. Jonestown agrees that it will not permit or authorize any new connections to the Jonestown System that would cause the Wastewater Entitlement or Wholesale Service Area to be exceeded until such time that the parties have entered into and executed an amendment to this Agreement increasing the Wastewater Entitlement or the Wholesale Service Area.

**2.03 Point of Delivery.** Lago Vista will accept the Wastewater from Jonestown at the Point of Delivery. Jonestown shall cause the Wastewater to be delivered to the Point of Delivery.

**2.04 Failure to Receive Wastewater.** Lago Vista will be responsible for the operation and maintenance of its system in compliance with applicable law at all times and will take such action as may be necessary to furnish Jonestown with Wastewater treatment and disposal services as contemplated by this Agreement. Temporary or partial failures to receive Wastewater shall be remedied with all possible dispatch. In the event of an extended failure to receive Wastewater, Lago Vista will notify Jonestown promptly, so that appropriate action can be taken by Jonestown.

**2.05 Ownership and Maintenance of Facilities.**

(a) Lago Vista shall own, operate, and maintain all Wastewater facilities, equipment and appurtenances that are located at the Point of Delivery or on Lago Vista's side thereof within Lago Vista's city limits or extraterritorial jurisdiction. Jonestown shall own, operate, and maintain all Wastewater facilities, equipment and appurtenances that are located on Jonestown's side of the Point of Delivery within the Wholesale Service Area.

(b) Maintenance of Wholesale Components. Lago Vista and Jonestown hereby agree that Lago Vista shall maintain the parts of the Jonestown System located within the

Wholesale Service Area (the “Wholesale Components”) and the Pump and Haul System in accordance with the terms and conditions set forth in this subsection:

- (1) In consideration for the Monthly Service Rate described in Section 4.03, Lago Vista shall perform routine maintenance on the Wholesale Components and the Pump and Haul System according to the same standards, terms and conditions that Lago Vista maintains the Lago Vista System and in compliance with applicable local, state and federal regulations. Maintenance shall be performed in accordance with a schedule agreed upon by the Lago Vista City Manager and the Jonestown City Administrator, and at Jonestown’s request. The term “routine” as used herein means work that is performed at regular intervals to assure or extend the useful life of the Wholesale Components and the Pump and Haul System. Routine maintenance shall include maintenance and repair work that is typically performed by Lago Vista’s employees on the Lago Vista System. In the event that Lago Vista is unable to use its own employees to perform the repair work, the repair work is of a type not typically performed by Lago Vista employees, and Lago Vista uses a third party contractor, the actual cost of repair by the third party contractor will be invoiced to Jonestown. Jonestown shall pay such invoice within thirty days of receipt of the invoice. Jonestown will further be responsible for the actual cost of replacement parts for lift stations in Jonestown that is determined by Lago Vista as not being routine maintenance. The amount of compensation on each invoice submitted to Jonestown under this section shall be due in full within 30 days after the date of the statement. Chapter 2251 of the Texas Government Code shall govern payment of invoices under this section.
- (2) Lago Vista shall keep records for the Wholesale Components and the Pump and Haul System as required by applicable local, state and federal regulations. The records shall be the property of Jonestown and, Jonestown may inspect and copy records maintained by Lago Vista upon reasonable request. In the event that the parties discontinue Lago Vista’s maintenance of the Wholesale Components or the Pump and Haul System, Lago Vista shall give the original records to Jonestown upon discontinuance of such maintenance service.
- (3) Lago Vista shall maintain with Jonestown at all times the current contact information and designated representatives who are available twenty-four hours a day to respond to complaints or issues related to maintenance. Jonestown shall maintain with Lago Vista the current contact information of a Jonestown representative who shall be notified as soon as possible in the event of a major repair or emergency to include a description of the emergency and actions being taken to resolve the emergency.
- (4) Lago Vista shall have the right to use and occupy easements and rights-of-way owned or controlled by Jonestown, to the extent reasonable and necessary for providing maintenance services under this Section and interim pump and haul services under Section 2.06.

2.06 Interim Pump and Haul Services.

(a) Starting on the tenth calendar day after the Effective Date, Lago Vista shall cause wastewater from the Wholesale Service Area to be stored, pumped and hauled, and disposed of in a manner that is compliant with applicable local, state, and federal regulations, and that does not result in any spills, leaks, or detriment to the public health, safety or welfare. Lago Vista shall provide such pump and haul services until all of the Wholesale Wastewater Facilities are completed and accepted by Jonestown and Lago Vista respectively, and wastewater service is provided to the entire Wholesale Service Area through the Wholesale Wastewater Facilities, so that there is continuous wastewater service to the Wholesale Service Area after the Effective Date of this agreement. The parties acknowledge and agree that the Wholesale Wastewater Facilities may be completed and accepted, and customers connected to the Wholesale Wastewater Facilities, in phases. Lago Vista shall further maintain all facilities related to pump and haul in good repair and working condition and all wastewater effluent in compliance with applicable law and Section 2.05 above.

(b) Lago Vista may perform the pump and haul services under this Section with its own equipment and employees or may contract with a third party to perform such services. If Lago Vista contracts with a third party, such third party shall be a reputable company that holds all licenses and certifications required to perform pump and haul services. The contract with such company shall include a provision indemnifying Lago Vista and Jonestown for any negligent or intentional acts or omissions committed by the company, its agents, employees, representatives, or contractors. The contract shall further require the company to carry insurance acceptable to the parties and naming the parties as additional insureds. Lago Vista shall maintain a current copy of such contract with Jonestown.

(c) Lago Vista shall maintain with Jonestown at all times the current contact information and designated representatives who are available twenty-four hours a day to respond to complaints or issues related to pump and haul services.

(d) In consideration for the pump and haul services provided by Lago Vista under this Section, including maintenance of the Pump and Haul System, Jonestown shall pay Lago Vista \$84,000.00 within three business days of the Effective Date, and the Monthly Service Rate, as defined in Section 4.03.

2.07 Wastewater Quality.

(a) The Wastewater to be delivered to Lago Vista shall meet at all times the qualitative parameters of normal domestic sewage as set forth by the standards of the TCEQ, as modified by Section 2.09, and the parties shall adopt and, as shall be necessary from time to time, revise, and enforce, appropriate rules and regulations governing discharges into the Jonestown System. Normal domestic sewage shall have the same definition as "domestic wastewater" as defined by TCEQ, as amended from time to time, and as amended by the parties under Section 2.09. TCEQ currently defines domestic wastewater as "sewage that is characterized as a residential wastewater, not produced by commercial or industrial activity, and which originates primarily from kitchen, bathroom, and laundry sources, including waste from

food preparation, dishwashing, garbage grinding, toilets, baths, showers and sinks of a residential dwelling." Jonestown further shall make good faith and reasonable efforts to control inflow and infiltration to Jonestown System. The parties will reasonably cooperate to prohibit the introduction of a substance not meeting the above described quality standards and to abate the introduction thereof.

(b) Lago Vista and Jonestown have adopted the International Plumbing Code and shall enforce the International Plumbing Code, or other adequate plumbing regulations with provisions for the proper enforcement thereof, to ensure that neither cross-connection or other undesirable plumbing practices are permitted, including either agreements with each of their respective customers or regulations that allow Jonestown or Lago Vista to inspect individual wastewater facilities prior to providing service to ensure that no substandard materials are used and to prevent cross-connection and other undesirable plumbing practices. Adoption of the International Plumbing Code, or successor plumbing code adopted by the State of Texas as a standard plumbing code, shall satisfy the requirements of this subsection.

2.08 Admissible Waste. Wastewater discharged into the Lago Vista System shall consist only of Wastewater that is amenable to biological treatment.

2.09 Commercial Wastes. The effect of Commercial Wastes upon sewers and upon the Lago Vista System and waste treatment processes is such that careful and special consideration must be made of each connection discharging Commercial Waste. This is a matter of importance to both Lago Vista and to Jonestown. It is understood and agreed that Jonestown shall be responsible for pursuing enforcement of rules regarding Commercial Wastes.

Jonestown agrees that it will authorize discharge of Commercial Wastes into its wastewater collection system only with specific approval by Lago Vista of each individual source. Such approvals shall not be unreasonably withheld, and shall be upon the terms and conditions as Lago Vista may prescribe from time to time, which terms and conditions shall be no more restrictive than the terms and conditions placed upon Commercial Wastes discharged within the City of Lago Vista. Lago Vista shall not be required to approve any discharge of Commercial Wastes prior to the filing by the applicant industry or commercial enterprise of an application, a copy of which shall be forwarded to Lago Vista. The application shall contain the following information:

- (a) Name and address of applicant;
- (b) Type of industry, business activity or other waste creative process;
- (c) Quantity of Wastewater to be discharged;
- (d) Typical analysis of the Wastewater;
- (e) Type of pretreatment proposed; and

(f) Such other information as Lago Vista may from time to time request by written notice.

The Lago Vista City Manager or designee shall act on such request within twenty (20) days after receipt of all information required by this Agreement. The applicant may appeal the City Manager's decision to the Lago Vista City Council.

2.10 Testing of Wastewater. Lago Vista shall be entitled to collect samples from the Jonestown System and cause the same to be analyzed pursuant to the American Public Health Association standard methods or other appropriate methods to determine if such samples are within the qualities specified above. If analysis discloses that a sample does not comply with the qualities specified, and the source is determined to be a retail customer of Jonestown, it will be the obligation of Jonestown to require the offending person or entity to cease discharging or to pretreat its discharge.

2.11 Title to Wastewater. As between the parties hereto, Jonestown shall own title and all possessory rights to all Wastewater introduced into and transmitted by the Jonestown System from the points of such introduction to the Point of Delivery, from and beyond which point title and all possessory rights thereto shall vest in and be owned by Lago Vista. As between the parties hereto, title to substances other than Wastewater that are introduced into and transmitted by Jonestown System, to the extent that such substances can be separated shall be and remain vested in Jonestown; provided that title to Wastewater introduced into the Lago Vista System by the homes located within the city limits of Lago Vista shown in Exhibit C shall, to the extent that such substances can be separated and determined, shall remain vested in Lago Vista.

### **Article III. Construction of Facilities Necessary to Provide Wholesale Wastewater Service**

#### **3.01 Facilities Necessary to Provide Wholesale Wastewater Service.**

(a) The following facilities must be designed, constructed, and installed in order for Lago Vista to provide wholesale Wastewater service under this Agreement to Jonestown (the "Wholesale Wastewater Facilities"):

(1) The Wholesale Wastewater Facilities to be constructed within the city limits of Lago Vista shall be referred to as the Lago Vista Facilities and are described as follows:

- (a) A lift station, near the common city limits boundaries of the parties and Alfalfa Street, as generally shown in Exhibit C;
- (b) A minimum eight inch force main, along the route generally shown in Exhibit C;
- (c) A four inch force main from Jonestown's city limits to the Alfalfa Lift Station, along the route generally shown on Exhibit C (the "4" FM Connection Line"); and
- (d) An effluent transmission line, along a course and route approved by Lago Vista (the "Effluent Line").

(2) The Wholesale Wastewater Facilities to be constructed within the city limits of Jonestown shall be referred to as the Jonestown Facilities.

- (a) Two lift stations located on Destination Way and Old Burnet Road as generally shown in Exhibit D;
- (b) Retrofitting the existing wastewater lines, generally shown in Exhibit D. The wastewater lines will include connections for customers existing at the time such lines are installed.
- (c) Removal of pump and haul frac tanks.

### **3.02 Construction of Wholesale Wastewater Facilities.**

(a) Lago Vista shall design and construct, or cause to be designed and constructed, the Wholesale Wastewater Facilities. Jonestown's engineer shall review the construction plans for the Jonestown Facilities for compliance with TCEQ standards, constructability, good engineering practices, and operation and maintenance issues. Lago Vista shall complete construction of the Wholesale Wastewater Facilities and commence wholesale Wastewater service under this Agreement within 18 months after the Effective Date. The Wholesale Wastewater Facilities shall be designed and constructed in accordance with this Agreement, all applicable local, state and federal laws, rules, codes and regulations, good engineering practices, and approved construction plans, provided that Lago Vista's ordinances governing the technical standards and specifications for wastewater utility infrastructure shall apply in the event of a conflict with Jonestown's standards. Lago Vista shall designate a qualified representative to oversee construction of the Wholesale Wastewater Facilities.

(b) The total amount payable by Jonestown to Lago Vista to complete the Wholesale Wastewater Facilities shall be \$2,459,927.00 (the "Project Amount"). Lago Vista shall use the Project Amount to pay for the reservation of capacity for 400 LUE's in Lago Vista's wastewater treatment plant and the Effluent Line, the Cost of the Jonestown Facilities, the Cost of the Effluent Line, the Cost of the 4" FM Connection Line, and the Connection Fees (defined in Section 4.02) for 40 living unit equivalents (which is \$110,000). The Cost of the Jonestown Facilities, the 4" FM Connection Line, and the Effluent Line shall include: all costs and expenses whatsoever to design and construct the Jonestown Facilities, 4" FM Connection Line, and the Effluent Line, including, but not limited to engineering fees related to design and completion of construction plans; hard construction costs necessary to construct the facilities in compliance with the approved construction plans, including change orders; any surveying costs; the cost of soil and materials testing; advertising and bidding costs; all construction and materials and the total amounts and consideration due from Lago Vista to the contractor or subcontractors with respect to the construction of the Jonestown Facilities, 4" FM Connection Line, and Effluent Line; the costs of insurance and performance and payment bonds during construction; all costs for materials, wages and supplies; the cost of machinery and equipment; contingency funds; and all other necessary and reasonable costs required for delivery of the work ready for its use as designed and completed in accordance with the approved plans and specifications and all applicable laws, regulations and codes; provided that all such costs shall be reasonable and necessary and documented. Provided further, Jonestown will be responsible for obtaining any necessary land, rights-of-way, and/or easement acquisition within the City of Jonestown, and the costs related to such acquisitions shall not be included in the Project

Amount. In no event shall Jonestown be obligated to pay more than the Project Amount for or with respect to the Wholesale Wastewater Facilities.

(c) Lago Vista may elect to construct all or a part of the Wholesale Wastewater Facilities with its own employees and equipment. Any component of the Wholesale Wastewater Facilities that is constructed or supplied by a third party, including but not limited to materials, shall be competitively bid in accordance with the Texas Local Government Code and awarded to the lowest responsible bidder, unless an applicable exception to competitive bidding applies. In any contract between Lago Vista and a third party contractor, Jonestown will be named as an additional insured on insurance policies and as a beneficiary under any payment and performance bonds required to be provided by a third party contractor.

(d) Jonestown will hold the Project Amount in a segregated account that is separate from its general fund. Within three business days of the execution of this Agreement Jonestown will pay \$1,400,000 of the Project Amount (the "Initial Payment") to Lago Vista to reserve capacity for 400 LUE's in Lago Vista's wastewater treatment plant and the Effluent Line and to fund the construction of the Effluent Line. With respect to construction of the Jonestown Facilities, payments for construction of the Jonestown Facilities will be made from the account based on written payment applications signed by either Lago Vista or contractor for the project. Such payment applications shall be supported by invoices and/or purchase orders supporting the amount requested, which shall include the percentage of the project completed. Contractors' payment applications shall also include a statement showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by Lago Vista and Jonestown. The statement shall also include the value of all materials not previously submitted for payment that have been delivered to the project site but have not yet been incorporated into the project. The amount of compensation on each statement shall be due in full within 30 days after the date of the statement, less retainage equal to five percent (5%) of the Project Amount less the Connection Fees and amounts paid to reserve capacity in the Effluent Line and wastewater treatment plant until final completion and acceptance of the Jonestown Facilities, 4" FM Connection Line, and Effluent Line. Chapter 2251 of the Texas Government Code shall govern progress payments made under this subsection (d).

(e) Jonestown shall designate a representative to oversee construction of the Wholesale Wastewater Facilities and monitor compliance with applicable local, state, and federal laws, regulations, and requirements. The Jonestown representative will periodically review and inspect the project, and may cause other qualified persons to inspect the work. The Jonestown representative will review invoices and inspect the project as necessary to ensure that the City has received the work and/or materials identified in the invoice prior to payment. The Jonestown representative will be authorized to enter the construction site to perform the duties under this subsection.

(f) Upon completion of the construction of the Jonestown Facilities and final acceptance by the Jonestown City Council, the Jonestown Facilities will be owned, operated, and maintained by Jonestown as part of the Jonestown System, with maintenance being provided by Lago Vista pursuant to Section 2.05. Upon completion of the construction of the Lago Vista

Facilities and final acceptance by Lago Vista, the Lago Vista Facilities will be owned, operated, and maintained by Lago Vista as part of the Lago Vista System.

(g) Upon completion of the construction and final acceptance of the Jonestown Facilities and the Lago Vista Facilities, the remaining unpaid balance, if any, of the Project Amount shall be paid to Lago Vista.

#### **Article IV. Costs, Rates & Payments**

##### **4.01 General.**

(a) Jonestown shall pay timely all fees, rates, charges and other claims for money properly due and owing by Jonestown to Lago Vista pursuant to this Agreement.

(b) Jonestown represents and covenants that the Wastewater treatment and disposal services to be obtained pursuant to this Agreement are essential and necessary to the operation of the Jonestown System, and all payments to be made under this Agreement, except for the connection fees described in this article, constitute reasonable and necessary operating expenses of said facility.

4.02 Connection Fee. Jonestown shall collect and pay to Lago Vista a contractual wastewater impact fee for each LUE within the Wholesale Service Area over and above 40 LUE's as provided in this Section (the "Connection Fee"). The Connection Fee as of the Effective Date shall be \$2,750.00 per living unit equivalent. The Connection Fee may be amended from time to time, as agreed upon by the parties, which agreement shall not be unreasonably withheld by Jonestown. A Connection Fee that does not exceed the lower of: (a) the impact fee recommended by the capital impact study conducted by Lago Vista under Chapter 395, Texas Local Government Code; or (b) the sum of the tap fee and the impact fee charged to Lago Vista customers; shall be deemed reasonable. Payment of the Connection Fee by Jonestown to Lago Vista shall be deemed by Lago Vista to satisfy all impact fees, tap fees, and other fees, as applicable, that Lago Vista may charge to its customers for connection to the Lago Vista System. The Connection Fee shall be collected by Jonestown at the time that a building permit application for the lot is submitted to Jonestown. Jonestown may charge additional fees as determined reasonable and necessary by the Jonestown City Council to recover administrative and other authorized expenses, and Lago Vista shall only be paid the portion of the fee provided in this Section. Jonestown agrees that it will not issue a building permit for a lot until the Connection Fee is paid. Connection Fees received by Jonestown prior to connection of the Jonestown Facilities to Lago Vista's wastewater treatment plant shall be paid to Lago Vista within thirty days following the date that Lago Vista begins providing wholesale wastewater service to the lot for which the Connection Fee was paid. Connection Fee received by Jonestown after connection of the Jonestown Facilities to Lago Vista's wastewater treatment plant shall be paid by Jonestown to Lago Vista within thirty (30) days of receipt.

##### **4.03 Monthly Wastewater Service Rate.**

(a) On or before the first of each month, Jonestown shall furnish to Lago Vista the following information concerning the Wholesale Service Area:

- (1) The number of active domestic residential connections served;
- (2) The number of active connections of business buildings served;
- (3) The number of active educational institutions, hospitals or similar institutions served; and
- (4) An estimate of the number of new connections (residential, business, and institutional) expected to locate within Jonestown's service area within the next twelve months.

(b) The Monthly Service Rate, payable by Jonestown to Lago Vista for wholesale wastewater service from and after the date that Lago Vista begins providing interim pump and haul services under Section 2.06, shall be based on the following formula: The number of active connections in the Wholesale Service Area x the monthly wastewater rate charged to Lago Vista's customers x 120%. Charges by Lago Vista for services rendered pursuant to this Agreement shall fully compensate Lago Vista for the proportionate share of all of Lago Vista's assets and the business functions associated with providing Wastewater treatment and disposal services, including maintaining the Pump and Haul System and the Jonestown Facilities under this Agreement, on an equitably shared basis using Lago Vista's books of recorded costs. The formula for the Monthly Service Rate is based on the following criteria: (1) Lago Vista's taxpayers do not subsidize the cost of providing wastewater service to the Wholesale Service Area; (2) Lago Vista's wastewater rates are currently subsidized by taxpayer funds.

(c) Jonestown understands that Lago Vista may raise its wastewater rates from time to time. Lago Vista understands that Jonestown may raise its wastewater rates at anytime deemed appropriate by its City Council and must pass an ordinance to adopt and amend wastewater rates. Lago Vista and Jonestown shall reasonably cooperate so that Jonestown is given notice of the proposed amendments to Lago Vista's wastewater rates prior to their adoption so that Jonestown may consider implementation of new wastewater rates at or near the same time that Lago Vista implements its amended wastewater rates. Lago Vista considers wastewater rate increases during the budget process each year, and shall give Jonestown notice of proposed new wastewater rates, if any, that will be effective in the new fiscal year by August 15 of each year. Lago Vista shall subsequently give Jonestown written notice of the adopted wastewater rates. If Lago Vista considers amending wastewater rates at any other time during the year, Lago Vista shall provide Jonestown with notice of the proposed amendments as far in advance of adoption as reasonably possible. Jonestown shall pay Lago Vista the fees and charges for wholesale Wastewater service within the Wholesale Service Area as provided in this Agreement. Such payments shall be made from funds available to Jonestown, and Jonestown may adopt, amend, and maintain rates for wastewater service within the Wholesale Service Area from time to time as its City Council finds reasonable, necessary, and appropriate. The Wastewater rates, fees, and charges billed to customers within the Wholesale Service Area shall be the rates, fees, and charges adopted from time to time by the City Council of Jonestown.

(d) Not later than the forty-fifth (45th) day before the beginning of each fiscal year, commencing with Lago Vista's fiscal year following commencement of services pursuant to this Agreement, Lago Vista shall prepare and deliver to Jonestown a proposed budget for the operations and maintenance of Lago Vista's entire Wastewater treatment and disposal system for

the following Lago Vista fiscal year. Jonestown shall have thirty (30) days to review and comment on the proposed budget. Lago Vista shall adopt a final budget as soon as practicable following the expiration of such thirty (30) day period and shall deliver to Jonestown a copy of each final budget within five (5) days after the adoption thereof.

**4.04 Billing; Payment.**

(a) Lago Vista shall calculate the Monthly Service Rate based on the number of active connections reported to Lago Vista by Jonestown under Section 4.03(a).

(b) Once a month, on a date agreed upon by the parties, Lago Vista shall deliver or cause to be delivered to Jonestown a bill setting forth the sum owed by Jonestown to Lago Vista for all services rendered under this Agreement. Jonestown shall provide payment in said amount to Lago Vista within thirty (30) days' receipt of the bill. Should Jonestown fail to pay such monthly rate in full when due in any month, the unpaid amount shall bear interest at the rate authorized by Chapter 2251, Texas Government Code, as amended from time to time.

(c) Jonestown shall bill its Wastewater customers within the Wholesale Service Area at such times and rates as are established by the City Council of Jonestown.

**Article V. Indemnity; Current Funds; Contract for Services**

**5.01 Indemnity.**

(a) In no event shall Lago Vista be held liable or responsible for claims and demands for any injury to any person or damage to any property resulting from, arising out of, or in any way connected to the actions of Jonestown or the condition and operation of Jonestown System under this Agreement. To the extent permitted by law, Jonestown shall protect, indemnify, defend, and hold harmless Lago Vista and its agents and employees from all suits, actions, or claims of any character, type, or description brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of Jonestown, its customers, representatives, agents or employees, in the execution or performance of this Agreement or any obligation of Jonestown hereunder.

(b) In no event shall Jonestown be held liable or responsible for claims and demands for any injury to any person or damage to any property resulting from, arising out of, or in any way connected to the actions of Lago Vista or the condition and operation of Lago Vista System under this Agreement. To the extent permitted by law, Lago Vista shall protect, indemnify, defend, and hold harmless Jonestown and its agents and employees from all suits, actions, or claims of any character, type, or description brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of Lago Vista, its customers, representatives, agents or employees, in the execution or performance of this Agreement or any obligation of Lago Vista hereunder.

**5.02 Current Funds.** The financial obligations of the parties under this Agreement shall be paid with wastewater revenues and current revenues available to the respective party.

5.03 Goods and Services. This is a contract for goods and services.

## Article VI. Term

6.01 Term of the Agreement. The provision of service under this Agreement shall commence on the Effective Date and shall terminate on the same month and date forty (40) years after the Effective Date, subject to the termination provisions of this Agreement. The parties will reevaluate and may extend the agreement for another 40 year term on terms agreeable to the parties.

## Article VII. Miscellaneous Provisions.

7.01 Remedies Upon Default.

(a) In the event Jonestown shall default in the payment of any amounts due Lago Vista under this Agreement, or in the performance of any material obligation to be performed by Jonestown under this Agreement, then Lago Vista, after having given Jonestown 30 days written notice of such default and the opportunity to cure same, shall have the right to pursue any remedy available at law or in equity, pending cure of such default by Jonestown, and shall further have the right to temporarily limit wastewater disposal services to Jonestown under this Agreement, pending cure of such default by Jonestown. In the event such default remains uncured for a period of (1) 90 days in the event of a monetary default or (2) 365 days in the event of a non-monetary default, then Lago Vista shall have the right to permanently restrict service to Jonestown under this Agreement or to require Jonestown to stop making new retail connections to the Lago Vista System after giving Jonestown 30 days notice of its intent to do so and opportunity to cure.

(b) In the event Lago Vista shall default in the performance of any material obligation to be performed by Lago Vista under this Agreement, then Jonestown, after having given Lago Vista 30 days written notice of such default and the opportunity to cure same, shall have the right to pursue any remedy available at law or in equity, pending cure of such default by Lago Vista. In the event such default remains uncured for a period of (i) 90 days (or such longer time as is reasonably required to cure such default, provided Lago Vista has made reasonable efforts to commence the cure within said 90-day period) in the event of a default which causes Jonestown to be unable to provide wastewater utility service within the Wholesale Service Area or (ii) 365 days in the event of any other type of material default, then Jonestown shall have the right to notify Lago Vista that Jonestown intends to take a more limited amount of wastewater disposal services from Lago Vista (which shall be at least the amount Lago Vista is then able to provide to Jonestown) and Jonestown may then obtain other wastewater disposal services from another provider or may take appropriate action to supply itself with additional wastewater disposal services after giving Lago Vista 30 days notice of its intent to do so and opportunity to cure; otherwise, Jonestown shall obtain all its wastewater disposal services from Lago Vista during the term of this Agreement.

(c) This Agreement may be enforced by specific performance

7.02 Force Majeure. In the event that the performance by either party hereto of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of or attributable such party, whether such occurrence be an Act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party, acting on behalf of a party, or privy to this Agreement, then such party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

7.03 Fines and Penalties. Fines and penalties assessed against a party to this Agreement shall be borne and initially paid by the party against which they are assessed. If it is determined by a court or regulatory agency that the occurrence or condition giving rise to any such fine or penalty was caused by the act or omission of a party to this Agreement other than the party against whom such a penalty or fine is assessed, then the party whose act or omission was such cause shall reimburse the party the amount of such fine or penalty finally assessed and paid, plus interest.

7.04 Notice. Unless otherwise provided herein any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by either party to the other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by causing the same to be delivered to an officer of such party, or by facsimile transmission, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner herein above described shall be conclusively deemed to be effective three (3) days after having been so deposited, and notice given in any other manner provided herein, unless otherwise stated herein, shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall until changed as hereinafter provided, be as follows:

If to Lago Vista:

City of Lago Vista  
Attn: City Manager  
P.O.Box 4727  
Lago Vista, Texas 78645  
(512) 267-7070 facsimile

If to Jonestown:

City of Jonestown  
Attn: City Administrator  
18649 FM 1431, Ste 4A  
Jonestown, Texas 78645  
(512) 267-4572 facsimile

7.05 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Agreement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Agreement.

7.06 Non-Assignability. This Agreement shall not be assigned by either party without the prior written consent of the other party.

7.07 Successors and Assigns. To the extent permitted by this Agreement, this Agreement and the terms and provisions hereof shall be binding upon and inure to the benefit of the respective assigns and legal representatives of the parties hereto.

7.08 Choice of Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, and the obligations of the parties under this Agreement are performable in Travis County, Texas.

7.09 Table of Contents, Titles and Headings. The title of this Agreement, and the table of contents, titles and headings of Articles and Sections hereof have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

7.10 Severability. If any clause or provision of this Agreement is declared illegal, invalid, or unenforceable during the term of this Agreement, it is the intention of the parties that the validity and enforceability of the remaining provisions of this Agreement shall not be affected. It is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there shall be added a new clause to this Agreement by negotiation between the parties to this Agreement, a clause or provision as similar in terms to such unenforceable clause or provision as may be possible and yet be legal, valid, and enforceable.

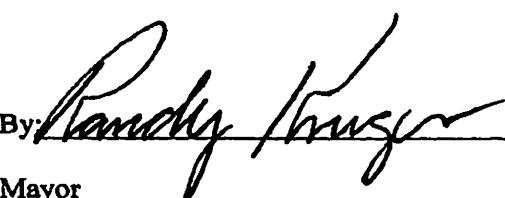
7.11 Entire Agreement. This Agreement constitutes the sole agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed and supersedes any and all prior understandings, negotiations, representations or agreements, whether oral or written, including the letter of understanding previously entered into by the parties.

EXECUTED by the parties hereto in multiple counterparts, each of which shall constitute an original hereof, on the respective dates appearing below,

CITY OF LAGO VISTA

By:

Mayor



---

Date of Execution: 6/20/13

ATTEST:



City Secretary

CITY OF JONESTOWN

By: Dean Armstrong

Mayor

Date of Execution: 6-20-2013

ATTEST:



City Secretary



# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 18, 2023

**SUBMITTED BY:** Joe Crawford, City Attorney

**SUBJECT:** Discussion, consideration and possible action on an ordinance of the City Council of the City of Lago Vista entering into a Development Agreement with Turnback Ranch, LLC.

**BACKGROUND:** In the process of archiving various historic zoning approval documents, the Development Services Department staff noticed that the previous Turnback Ranch Planned Development District included very little detail other than an entry road on property that was not within the legal description of the ordinance and appeared to be land still owned by the City. This was brought to the attention of the applicant when the idea of an amendment to that original approval was revealed. Nonetheless, a zoning change application was submitted that included a similar approach to that same entry road. The initial response by the staff was to defer the application to allow the applicant to address our concerns.

The request by the applicant of the former City Attorney was to let the application proceed in seeking a recommendation from the Planning and Zoning Commission, allowing those concerns to be resolved by the City Council. There was a similar approach to a proposed public-private partnership for a "City park" with access to the waterfront, a recommendation in the current comprehensive plan.

While the Planning and Zoning Commission was considering the application, several other related concerns were raised, such as the need for a limited scope traffic impact analysis (TIA) to validate the proposed approach resolving traffic capacity concerns. Other concerns included but were not limited to details related to the operation and financing of the proposed park partnership as well as development and subdivision design standards to ensure compatibility with adjacent single-family residential property.

**FINDINGS:** However, when the Planning and Zoning Commission recommendation regarding the zoning change application was

ready to be forwarded to the City Council for a decision, there was no longer any ability to defer a detailed response to these concerns. The applicant, the current City Attorney and the City Council all agreed that a development agreement that resolved all outstanding concerns was the appropriate response. That draft agreement is the subject of this agenda item.

**FINANCIAL IMPACT:**

There will be a financial impact that will be determined by the terms of the agreement.

**ATTACHMENTS:**

Ordinance

[Exhibit A - Proposal and Development Agreement](#)

## **ORDINANCE NO. 23-05-18-01**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, TO AUTHORIZE THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH TURNBACK DEVELOPMENT, LLC; PROVIDING FOR AN EFFECTIVE DATE AND SEVERABILITY**

**WHEREAS**, Turnback Ranch Development, LLC, (the “Owner”) and the City of Lago Vista, Texas (the “City”) believe it to be in their mutual interest to provide for the orderly development of certain property located within the City, and

**WHEREAS**, the Owner intends to develop and improve, in one or more phases, all or a portion of that certain tract or parcel of land consisting of approximately 241.54 acres of land, more or less, all of which is located within the municipal boundaries of the City, in Travis County, Texas, as more particularly described in a development agreement between the Owner and the City (the “Agreement”) attached hereto (the “Property”), as a master-planned community with single family detached and attached residential dwelling units, amenities, parks, and open space, as provided in and as generally shown on the “Detail Plan” attached to the Agreement (the “Project”), and in compliance with the zoning for the Property pursuant to Ordinance No. 07-04-05-03, as may be amended (“Turnback Ranch PDD”), and

**WHEREAS**, the Owner has submitted to the City a petition for the creation of Turnback Ranch Public Improvement District (“PID”) on the Property (the “District”) in order to construct the Authorized Improvements (as defined in the Agreement) to support the Project in a financially feasible manner in accordance with Chapter 372, Texas Local Government Code, as amended (the “Act”), and any applicable state law (the “PID Petition”), and

**WHEREAS**, The City intends to create the PID in order to plan, finance, construct, acquire, operate and maintain the Authorized Improvements within the Project without imposing an undue burden on the City and its residents and taxpayers outside of the Property, and

**WHEREAS**, It is intended that special assessments will be levied on the Property within the PID (“Special Assessments”) and PID Bonds (as defined in the Agreement) will be sold to finance the design, construction, and installation of the Authorized Improvements. The Authorized Improvements will confer a special benefit to the Property within the PID, and

**WHEREAS**, The City intends to exercise its powers under the PID Act, to provide alternative financing arrangements that will enable the Owner to do the following in accordance with the procedures and requirements of the PID Act and this Agreement: (i) fund or be reimbursed for a specified portion of the costs of the Authorized Improvements using the proceeds of PID Bonds; or (ii) obtain reimbursement for the specified portion of the costs of the Authorized Improvements, the source of which reimbursement will be annual installment payments from Special Assessments within the Property, and

**WHEREAS**, The City, after due and careful consideration, has concluded that the development of the Property, as provided for herein, will further the growth of the City, provide recreational spaces, increase the assessed valuation of the real estate situated within

the City, foster increased economic activity within the City, upgrade public infrastructure, and otherwise be in the best interests of the City by furthering the health, safety, morals and welfare of its residents and taxpayers, and

**WHEREAS**, The Parties further desire to establish certain commitments to be imposed in connection with the development of the Property and to provide increased certainty to the City and Owner concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Owner and the City, for a period of years. The Parties acknowledge that they are proceeding in reliance upon the purposes, intent, effectiveness, and enforceability of this Agreement.

**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.

**Section 2. Approval and authorization.** The Development Agreement attached hereto as Exhibit "A" is approved for the Property and the City Manager and the Mayor are hereby authorized to execute the Agreement in substantially the form attached hereto.

**Section 3. 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 4. 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 5. 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 \_\_\_\_ day of May 2023.

---

Ed Tidwell, Mayor

ATTEST:

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Lucy Aldrich, City Secretary

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

**EXHIBIT “A”**  
**Development Agreement**

## Turnback Ranch PDD Proposed Terms

### **Approvals and Agreements:**

- Development Agreement (PID statutory terms and development obligations)
- Turnback Ranch PDD Amendment
- Resolution for PID Creation

### **New Proposed Terms**

These terms are in addition to the active application, which includes modifications suggested by P&Z in their recommendation for approval. The appropriate documents for solidifying these terms are indicated.

### **PDD Amendment**

- **Buffer and Parkland**
  - 50' buffer along any boundary line of the Property adjacent to existing platted subdivisions and the LVPOA park. Increase the buffer within the floodplain along the boundary with LVPOA property from 50' to 100'.
  - Buffer areas will remain undisturbed in their current natural state with existing topography and vegetation. No buildings or structures, except for any utility and roadway connections related to the Project, will be built within the buffer areas. To the extent feasible, the Owner will revegetate and abandon any existing ranch roads within the buffer areas, leaving only small pedestrian trails.
  - The Open Space/Park area shown on the Detail Plan in Tract C divided into two parkland areas – (A) approximately 12-acre parcel to be dedicated to the City as parkland and (B) approximately 32-acre private HOA park. The private HOA park shall be located between the parcel to be dedicated to the City and the existing LVPOA park. The City's parkland parcel and the private HOA park will have separate entrances. Use of the private HOA park will be restricted to only residents of Turnback Ranch and the new HOA shall control access with a gated entrance.
  - The Owner, at the Owner's expense, will construct a fence or other barrier that complies with LCRA requirements on the west side of the buffer that separates the LVPOA park from the private HOA park per the provided exhibit.
- **Roadway Infrastructure**
  - The Owner, at the Owner's expense, will construct a 6' high masonry fence/wall adjacent to the northern boundary of the K Oaks Clubhouse parcel and along the southern boundary of the proposed extension of Paseo de Vaca (outside of any public right of way). This improvement will be completed before any traffic may utilize the extension of Paseo de Vaca.
  - Utilize all available points of access during build-out of the Project – (1) Dodge Trail extension (as may be approved by the City Council), (2) Paseo de Vaca, and (3) Coyote Trail. If the City-Owned Parcel is approved by Council for construction of Dodge Trail, then commercial construction vehicle traffic shall use the Dodge Trail extension as the entrance into the development, and Paseo de Vaca and Coyote Trail will be limited to personal vehicles and standard-sized, non-construction delivery vans. Construction activities and traffic of commercial construction vehicles is restricted to Monday through Friday between 7:00 am and 7:00 pm and Saturdays between 8:00 am and 6:00 pm.

- **Density and Development Standards**

- Reduce density of residential uses to 394 total homes, which amounts to a 12% reduction below the proposal of 447 homes in the previous term sheet, a 24% reduction below the proposal of 517 homes in the amendment approved by P&Z, and a 46% reduction below the current PDD of 724 homes.
- Increase the minimum lot width from 45' to 50'. Keep depth restriction to minimum of 130'. Increase the other lot widths from 50' to 60', and from 60' to 70', and where adjacent to existing single family zoning, from 55' to 80'. At least 49% of the Project will be 60' wide lots or greater.
- To match and be compatible with existing adjacent residential homes/lots with single family zoning, new homes in Tract A with a platted lot line that borders a buffer area adjacent to existing single family zoning (as indicated on the Detail Plan) will be restricted to a minimum lot width of 80', single story home, maximum height of 25', minimum 15' total side yard setback, minimum 25' rear yard setback, and a minimum of 100' spacing from the rear yard setback of the new lot to the rear yard setback of any existing lot.
- To match and be compatible with existing adjacent residential homes/lots with a manufactured home and industrialized housing zoning, new homes in Tract A with a platted lot line that borders a buffer area adjacent to existing manufactured home and industrialized housing zoning will be restricted to a minimum lot width of 55', single story home, maximum height of 25', minimum 15' total side yard setback, and minimum 20' rear yard setback.
- The maximum impervious cover on any individual residential lot shall not exceed sixty percent (60%). Project may not exceed 50% for the overall project based on the calculation method used by the City of Austin.

### **Development Agreement**

- **Development Obligations and Commitments**

- Commit to all items listed above being subsequently included in the active request for an amendment to the Turnback Ranch PDD.
- LUEs shall be phased so that no more than 144 LUEs will be placed into service within any given calendar year. Owner shall cause construction of off-site utility infrastructure, on terms acceptable to the City and as necessary to accommodate the demand of the development per engineered and approved technical studies and designs.
- Tree removal shall comply with City Regulations and the Balcones Canyonland Conservation policies for clearing trees in identified habitat of the Golden Cheek Warbler. Tree removal will not occur on the Property until construction in the particular phase where tree removal is proposed to occur commences.
- Owner waives its vested rights under Chapter 245 for provisions solely related to the Dark Sky Ordinance except in the even of an adverse material impact to Owner.

- **Public Park**

- City agrees to acceptance of approximately 12-acre parcel dedicated to City as parkland. Owner shall develop approximately 32 acres as a private HOA park for the residents of the Project.
- Property for public parkland to be dedicated in fee simple to the City upon recordation of the first subdivision plat.
- Owner agrees to contribute \$1,000,000 from PID bond proceeds to be used at the City's discretion for improvements to the public park. Money to be paid in escrow at issuance of the first PID.

- The City is not obligated to construct any improvements on any timetable with respect to the City parkland parcel. The public improvements and timing of construction is at the full discretion and control of the City.
- The City will devise an operation and maintenance plan for the parkland parcel with consideration for the input received from LVPOA, the Association, and Owner.
- **Dodge Trail Extension**
  - Agreement that City-owned property will be used as right of way for the extension of Dodge Trail to serve as the primary entrance for Turnback Ranch.
  - For fair market value paid by Owner, the City will convey the City-owned property to the Turnback Ranch HOA, a non-profit corporation, with a right of reverter if not constructed and maintained as proposed, pursuant to Section 253.011 of the Texas Local Government Code. Fair market value shall be based on an appraisal by a licensed appraiser that is obtained by, and at the cost of, the Owner.
  - The Owner, at the Owner's expense, shall design and construct the Dodge Trail extension as City right of way and any improvements in the adjacent HOA tracts as private. Owner will work with City staff to diligently pursue the option of installing a roundabout at the intersection of Dodge Trail and Bar-K Ranch Road. Owner will diligently pursue all land use approvals necessary for construction of the Dodge Trail extension and related improvements, including any potential rezoning.
  - Owner will design the Dodge Trail extension to include speed regulating devices, such as lower speed limit, speed humps, etc.
  - Owner to design, construct, and install a buffer along the Dodge Trail extension that includes solid walls, retaining walls, fences, and landscaping (all outside the City right of way) to provide privacy and noise control for the adjacent property owners.
- **Project Access & Construction Traffic**
  - All available access point shall be utilized during build-out of the Project - (1) Dodge Trail extension, (2) Paseo de Vaca, and (3) Coyote Trail. Coyote Trail shall be a temporary access point for personal vehicles and standard-sized, non-construction delivery vans only. After build-out, Coyote Trail shall be abandoned as a point of access.
  - Construction traffic of commercial construction vehicles shall utilize the Dodge Trail extension. Paseo de Vaca and Coyote Trail shall be limited to use by personal vehicles and standard-sized, non-construction delivery vans.
  - Construction activities and traffic of large construction vehicles is restricted to Monday through Friday between 7:00 am and 7:00 pm and Saturdays between 8:00 am and 6:00 pm. Owner shall enforce these requirements on its employees, contractors, subcontractors, consultants, suppliers and assignees at all times.
  - Placement of one destination wayfinding sign on the property owned by Owner located at the northwest corner of the intersection of Dodge Trail and Bar K Ranch Road that will direct the public to residential communities, the City Primitive Area, the K Oaks Clubhouse, the LVPOA Park, and other areas of interest. Placement of a monument sign in the vicinity of the shared boundary of the Property and the City-Owned Parcel, outside of the right of way.
- **Impact Mitigation**
  - Owner shall fund improvements to existing Dodge Trail that include ribbon curbs and asphalt overlay from Bar K Ranch Road to RM 1431 in a scope substantially similar to the improvements

approved per the 2008 construction plans. To the extent allowed by state law, City will credit against street impact fees or other fees as may be appropriate.

- Direct monetary commitment per TIA-required mitigation to the traffic signal at the intersection of Bar K Ranch Road and RM 1431 in order to expedite TxDOT's installation of that signal.
- Owner to construct any other off-site roadway and utility infrastructure not specifically addressed in the Agreement as may be necessary to accommodate the demand of the development and per engineered and approved technical studies and designs, subject to any credits against street impact fee (as permitted by law) and subject to funding such off-site costs through the issuance of PID bonds.

- **PID Terms**

- Provide for the terms related to the creation of the PID, if approved, that comply with state law and the Owner's request (generally typical terms utilized in the Central Texas region).
- In the event Special Assessments have not been levied or PID Bonds have not been issued on or before five (5) years after the creation of the PID, the City may dissolve the PID.

- **Termination Provisions**

- The term of this Agreement shall commence on the Effective Date and continue until the earlier to occur of:
  - The expiration of thirty-five (35) years from the Effective Date, or
  - The date on which the City and the Owner discharge all of their obligations hereunder, including: (a) the Authorized Improvements have been completed and the City has accepted all of the Authorized Improvements, (b) all PID Bond proceeds have been expended for the construction of all of the Authorized Improvements, and (c) the Owner has been reimbursed for all completed and accepted Authorized Improvements, up to the total amount of PID Bond proceeds.
- In the event the City Council does not approve an amendment to the Turnback Ranch PDD in a manner that aligns with this Agreement or that allows the Owner, as determined in the Owner's sole reasonable discretion, to construct the Project as contemplated by and as provided in this Agreement, including, but not limited to, the ability to construct the Dodge Trail Extension, the Owner may elect to terminate this Agreement by written notice to the City and the Agreement shall be of no further force and effect.
- In the event the City Council does not approve the Owner's request for creation of the PID under terms acceptable to the Owner, as determined in the Owner's reasonable discretion, the Owner may elect to terminate this Agreement by written notice to the City and the Agreement shall be of no further force and effect. However, if Owner does not elect to terminate this Agreement upon the City's refusal to grant the creation of a PID, then the terms of this Agreement related to the PID shall be held to be unenforceable and such unenforceability shall not affect other any other provisions of the Agreement. Either Party may pursue a restatement of this Agreement solely to remove the provisions related to the PID.
- In the event that both (i) the Owner fails to obtain approval of a preliminary plat for the entire Property and submit an application for a final plat for the Property, or some portion thereof consistent with the phasing plan approved by the City, as progress toward completion of the Project within five (5) years after the Effective Date of this Agreement, and (ii) the City Council validly re-zones the Property, in accordance with City Regulations and applicable state law, in a manner that no longer aligns with this Agreement, then this Agreement shall automatically terminate and shall be of no further force and effect.

## TURNBACK RANCH DEVELOPMENT AGREEMENT

**THIS TURNBACK RANCH DEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into as of \_\_\_\_\_, 2023 (the “Effective Date”) by and between the **CITY OF LAGO VISTA, TEXAS**, a home rule municipality located in Travis County, Texas (the “City”) and **TURNBACK DEVELOPMENT, LLC**, a Nevada limited liability company (the “Owner”). The City and Owner are hereinafter sometimes referred to as a “Party” and collectively as the “Parties.”

### **RECITALS**

A. Owner intends to develop and improve, in one or more phases, all or a portion of that certain tract or parcel of land consisting of approximately 241.54 acres of land, more or less, all of which is located within the municipal boundaries of the City, in Travis County, Texas, as more particularly described in Exhibit “A” attached hereto (the “Property”), as a master-planned community with single family detached and attached residential dwelling units, amenities, parks, and open space, as provided in this Agreement and as generally shown on the “Detail Plan” (hereinafter defined, and as may be amended pursuant to Section 2.1) attached hereto as Exhibit “B” (the “Project”), and in compliance with the zoning for the Property pursuant to Ordinance No. 07-04-05-03, as may be amended (“Turnback Ranch PDD”).

B. The Owner has submitted to the City a petition for the creation of Turnback Ranch Public Improvement District (“PID”) on the Property (the “District”) in order to construct the Authorized Improvements (hereinafter defined) to support the Project in a financially feasible manner in accordance with Chapter 372, Texas Local Government Code, as amended (the “Act”), and any applicable state law (the “PID Petition”).

C. The City intends to create the PID in order to plan, finance, construct, acquire, operate and maintain the Authorized Improvements within the Project without imposing an undue burden on the City and its residents and taxpayers outside of the Property.

D. It is intended that special assessments will be levied on the Property within the PID (“Special Assessments”) and PID Bonds (hereinafter defined) will be sold to finance the design, construction, and installation of the Authorized Improvements. The Authorized Improvements will confer a special benefit to the Property within the PID.

E. The City intends to exercise its powers under the PID Act, to provide alternative financing arrangements that will enable the Owner to do the following in accordance with the procedures and requirements of the PID Act and this Agreement: (i) fund or be reimbursed for a specified portion of the costs of the Authorized Improvements using the proceeds of PID Bonds; or (ii) obtain reimbursement for the specified portion of the costs of the Authorized Improvements, the source of which reimbursement will be annual installment payments from Special Assessments within the Property.

F. The City, after due and careful consideration, has concluded that the development of the Property, as provided for herein, will further the growth of the City, provide recreational spaces, increase the assessed valuation of the real estate situated within the City, foster increased economic activity within the City, upgrade public infrastructure, and otherwise be in the best interests of the City by furthering the health, safety, morals and welfare of its residents and taxpayers.

G. This Agreement is entered pursuant to the laws of the State of Texas, the City Charter, and the City Code of Ordinances.

H. The Parties further desire to establish certain commitments to be imposed in connection with the development of the Property and to provide increased certainty to the City and Owner concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Owner and the City, for a period of years. The Parties acknowledge that they are proceeding in reliance upon the purposes, intent, effectiveness, and enforceability of this Agreement.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **ARTICLE I** **DEFINITIONS; INCORPORATION OF RECITALS; TERM**

1.1 **Incorporation of Recitals.** The representations, covenants and recitations set forth in the above recitals (the “Recitals”) are material to this Agreement and are hereby found and agreed to be true and correct and are incorporated into and made a part hereof as though they were fully set forth in this Article.

1.2 **Definitions.** Capitalized terms used in this Agreement shall have the meanings set forth in this section, unless otherwise defined, or unless the context clearly requires another definition.

“Act” means Chapter 372 of the Texas Local Government Code, as amended.

“Agreement” is defined in the preamble hereof and includes any subsequent written amendments or modifications made pursuant to Section 12.8 hereof.

“Appraisal” means the appraisal of the Property obtained in connection with issuance of the PID Bonds to determine whether there is sufficient value associated with the Property to meet the value to lien ratios set forth in the PID Finance Exhibits (hereinafter defined).

“Authorized Improvements” means the public improvements expressly authorized by the Act and to be constructed and funded in connection with the PID Bonds that will be more particularly described in the PID creation resolution, the PFA (hereinafter defined) and the SAP (hereinafter defined). A list of public improvements for the Project and their estimated costs are attached hereto as Exhibit “C”, as may be updated in the SAP. The PID will fund no more than \$40,000,000.00 in Authorized Improvements, including PID Bond issuance and financing costs. The amount may increase up to \$50,000,000.00 with City Council approval due to cost increases in the Authorized Improvements.

“Bond Authorization Date” means the date that the City Council authorizes the issuance of the PID Bonds.

“City” means the City of Lago Vista, Texas, a home rule municipality located in Travis County, Texas.

“City Regulations” means the City’s Charter, the City’s applicable Code of Ordinances and the other applicable regulations, standards, codes, and ordinances of the City governing the platting or re-platting of land into subdivisions and development of said land in effect as of the Effective Date. For avoidance of doubt, the City Regulations applicable to the development of the Property are those generally applicable ordinances, charter, regulations, standards, and codes in effect on the Effective Date.

**“Dark Sky Ordinance”** shall mean those provisions in Ordinance No. 18-06-21-03 related to outdoor or exterior lighting and all future ordinances duly adopted by the City Council regulating outdoor or exterior lighting that are reasonably required to obtain or maintain the City’s designation as an International Dark Sky Community.

**“Detail Plan”** shall mean the conceptual site plan shown on Exhibit “B” attached hereto and made a part hereof.

**“Effective Date”** means the date on which this Agreement is entered into by both Parties, as provided above.

**“Improvement Account of the Project Fund”** means the construction fund account created under the Indenture of Trust, funded by the PID Bonds, and used to pay or reimburse for certain portions of the construction or acquisition of the Authorized Improvements.

**“Indenture of Trust”** means an Indenture of Trust between the City and trustee acceptable to City and Owner covering the PID Bonds, as the same may be amended from time to time.

**“Owner”** means Turnback Development, LLC, a Nevada limited liability company, and includes any subsequent owner of the Property, whether one or more and whether or not related to the Owner or otherwise a related party of the Owner or a partnership or other entity in which the Owner is a partner or participant, of all or any portion of the Property that specifically acquires by whole or partial assignment, by operation of law or otherwise, the rights and obligations of the Owner under this Agreement.

**“Party”** or **“Parties”** means all or any of the City and the Owner, as applicable, and their respective successors and/or permitted assigns.

**“PID”** means the Turnback Ranch Public Improvement District for the Property created under authority of the Act pursuant to a resolution adopted by the City Council of the City.

**“PID Bonds”** means special assessment revenue bonds authorized by the City to be issued, in one or more series, in accordance with the Act and the PFA.

**“PID Finance Exhibits”** means the financial analysis and assumptions about the Project in accordance with the SAP, the proposed Special Assessments, and the PID Bonds described in Section 9.1. The information set forth in Section 9.1 may be revised by agreement of the Parties based on updated information received during the due diligence review of the Project, the proposed special assessments, and the proposed PID Bonds.

**“PID Financing Agreement”** or **“PFA”** means a PID Financing Agreement to be entered into between City and Owner to provide for the assessment, levying and collection of Special Assessments on the Property, the construction and maintenance of the Authorized Improvements, the issuance of the PID Bonds, and other matters related thereto.

**“PID Financing Documents”** means the PFA and SAP, collectively.

**“Project”** means the residential development planned for the Property, as generally shown on the Detail Plan, known as “Turnback Ranch.” The Project is a “project” for purposes of Chapter 245 of Texas Local Government Code.

“Property” means the approximately 241.54-acre tract legally described on Exhibit “A” attached hereto and made a part hereof.

“Reimbursement Agreement” means a PID reimbursement agreement, construction funding agreement, or similar agreement between the City and the Owner pursuant to which the Owner may use PID Bond proceeds to fund construction of the Authorized Improvements and/ or to reimburse the Owner for construction of the Authorized Improvements funded by the Owner.

“SAP” means a Service and Assessment Plan to be entered into contemporaneously with the levy of all requisite Special Assessments on the Property in support of the PID Bonds in accordance with the PID Finance Exhibits and further subject to the PID Bond issuance requirements set forth under Section 9.1 attached hereto.

“Turnback Ranch PDD” means Ordinance No. 07-04-05-03 approved by the City Council on April 5, 2007, as may be amended from time to time.

“Term” means, subject to Section 12.3 below, this agreement shall commence on the Effective Date and continue until the earlier to occur of: (i) the expiration of thirty-five (35) years from the Effective Date, or (ii) the date on which the City and the Owner discharge all of their obligations hereunder, including: (a) the Authorized Improvements have been completed and the City has accepted all of the Authorized Improvements, (b) all PID Bond proceeds have been expended for the construction of all of the Authorized Improvements, and (c) the Owner has been reimbursed for all completed and accepted Authorized Improvements, up to the total amount of the PID Bond proceeds.

## **ARTICLE II** **CONCEPT PLAN; BENEFITS; SEQUENCE OF EVENTS; COOPERATION**

2.1 Detail Plan. The Property is proposed for development as a master-planned community with up to \_\_\_\_\_ residential dwelling units and the uses as set forth in the Turnback Ranch PDD, including park areas, open space and other public and private amenities as shown in the Detail Plan. Owner, or its successors and assigns, will subdivide and develop the Property and construct or cause to be constructed the Authorized Improvements, at the Owner’s expense, in accordance with this Agreement (subject to PID funding and reimbursements as provided in this Agreement), the plans and specifications approved by the City, good engineering practices, the City Regulations, as modified by the Turnback Ranch PDD, and other local, state, and federal laws and regulations that apply to the Property and the development thereof, as they exist on the Effective Date. The Detail Plan illustrates the approved development concept for the Property and outlines the land use and thoroughfare connections but has not been engineered and does not represent the final design that will be approved through the final platting process. The Detail Plan is consistent with the City’s Comprehensive Plan and Thoroughfare Plan (“Master Plans”) to the extent such Master Plans, as amended, are feasible due to topographic and property constraints. Any amendment to the Detail Plan approved by the City pursuant to the City’s zoning or platting regulations, including any approved amendment to the Turnback Ranch PDD or detailed site plan approved in connection therewith, shall be considered an amendment to this Agreement and shall replace the attached Detail Plan and become part of this Agreement.

2.2 General Benefits. The City will provide water and wastewater service to the Property on the same terms and conditions as such services are provided to similarly situated properties within the City. Owner has voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (a) the water and wastewater services that will be made available to the Property; and (b) the funding and reimbursements set forth herein. The City will benefit from this Agreement, by virtue of construction of the Authorized Improvements, expansion of its public roadway network, public amenities, and extension of

its water and wastewater systems and infrastructure by Owner as herein provided. The proposed PID is located within the City's existing Water and Wastewater Certificates of Convenience and Necessity ("CCNs"). Plans for the proposed PID shall be prepared and reviewed by the City in compliance with the City Regulations as modified by the terms of the Turnback Ranch PDD. The Parties expressly confirm and agree that development of the Property will be best accomplished through this Agreement and will substantially advance the legitimate interests of the City. The City, by approval of this Agreement, further finds the execution and implementation of this Agreement is not inconsistent or in conflict with any of the policies, plans, or ordinances of the City.

2.3 Contemplated Sequence of Events. The sequence of events contemplated by this Agreement is as follows, (items (b), (c) and (d) below may occur (subject to the Act and applicable City Regulations) concurrently):

- (a) Submittal of the PID Petition (submitted on August 2, 2022);
- (b) Approval of this Agreement by the City and the Owner;
- (c) Approval, at City Council discretion and in compliance with all City Regulations and state statutes, of Owner's application for an amendment to the Turnback Ranch PDD that was submitted by the Owner prior to the Effective Date and to be modified pursuant to this Agreement;
- (d) Review of the PID Petition and creation of the PID, subject to approval by City Council;
- (e) Submittal and review of preliminary plats for the various phases of the Property; and
- (f) The City and the Owner's negotiation and execution of various agreements and the City Council's consideration of resolutions and ordinances to effectuate the terms of this Agreement, including, but not limited to, the preparation and approval of the SAP, the levy of Special Assessments on Property within the PID, and the issuance, subject to the approval by City Council, of the PID Bonds.

2.4 Necessary and Appropriate Actions. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the City's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings that are required by state law and the City Regulations related to actions taken by the City Council.

### **ARTICLE III** **OBLIGATIONS AND CONDITIONS**

3.1 City's Obligations. The City will reasonably cooperate with the Owner and use its best efforts, in good faith, to:

- (a) Effectuate the conveyance, at fair market value as determined by an appraisal obtained by Owner in accordance with Section 4.8(a) below, of the current City-owned strip of land located at the intersection of Dodge Trail and Bar K Ranch Road ("City-Owned Parcel") to the Association, as the term is defined in Section 10.1, upon formation, to be constructed and used as a public roadway as further provided in Section 4.8 of this Agreement;

(b) Negotiate and enter into the PFA and a Reimbursement Agreement, if any, and approve the form of SAP prior to the issuance of the PID Bonds, provided that:

(1) The PFA and the SAP will specifically identify the Authorized Improvements; and

(2) Owner can reasonably demonstrate that it has or will have, together with funds provided by the issuance of PID Bonds, adequate funding to timely construct or cause to be constructed the Authorized Improvements for the Project which will not be paid for or reimbursed by the PID Bonds; and

(c) Authorize issuance of the PID Bonds within three (3) months but no later than six (6) months after receiving a bond issuance request from the Owner (the "Bond Authorization Date") in accordance with the PID Bond issuance requirements set forth in Section 9.1 and the PID Finance Exhibits attached hereto, provided the City is proceeding in good faith and the Owner has provided all necessary documentation to effectuate the transaction; and

(1) An Appraisal of the Property has been prepared by a third party selected by the City prior to issuance of PID Bonds;

(2) The Parties have entered into the PFA and a Reimbursement Agreement, if applicable; and

(3) Special Assessments in an amount adequate to finance the PID Bonds have been levied against the Property and the SAP has been adopted; and

(d) Subject to the conditions set forth in Section 3.1(b) and 3.1(c), work towards approval of the PFA, a Reimbursement Agreement, if any, the SAP, and issuance of the PID Bonds.

### 3.2 Owner's Obligations. The Owner shall:

(a) Use its best efforts, in good faith, within five (5) years after the Effective Date of this Agreement, to obtain approval of a preliminary plat for the entire Property and submit an application for a final plat for the Property, or some portion thereof consistent with the phasing plan approved by the City pursuant to Section 4.2, to the City and timely respond to City comments, subject to the City timely commenting on such applications; and

(b) Reasonably cooperate with the City and use its best efforts, in good faith, to (i) negotiate and enter into the PFA and a Reimbursement Agreement, if applicable, (ii) request the issuance of the PID Bonds, (iii) provide the City with information needed to evaluate the proposed Special Assessments and the issuance of PID Bonds, to develop and adopt the SAP, and to issue the PID Bonds; and

(c) Develop the Property and construct all infrastructure required for the residential units in compliance with the applicable City Regulations, subject to this Agreement and the Turnback Ranch PDD; and

(d) Pay to the City such fees and charges for, or with respect to, the development of the Property, including, but not limited to, subdivision application fees, building permit fees, and water and wastewater impact, tap, and use fees, with the Owner, its grantees, successors and assigns, agreeing that the

City's fees and charges are currently provided for in the applicable City Regulations which may be amended by the City from time to time; and

(e) 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; and

(f) Agree that this Agreement does not waive the requirements of any state or federal laws and regulations or applicable City Regulations, except as specifically provided herein.

3.3 Conditions. Notwithstanding any other codes, resolutions, or ordinances of the City or any agreements related to the PID to the contrary, the Parties, in addition to any other remedies set forth herein, shall confer to reasonably and in good faith determine whether the issuance of PID Bonds is feasible based on the conditions set forth in Section 9.1 in the event any of the following events should occur: (i) the Owner fails to give the City notice of its request to issue PID Bonds; (ii) the Appraisal does not demonstrate that Property meets the value to lien ratio set forth in this Agreement; or (iii) the City fails for any reason to authorize the issuance of the PID Bonds to finance the Authorized Improvements on or before the Bond Authorization Date in accordance with the PID Finance Exhibits, which date may be extended by mutual agreement of the Parties. If the Parties in good faith reasonably elect not to proceed with the issuance of PID Bonds, then the Owner may (without waiving any other remedies set forth in this Agreement) develop the Project in accordance with this Agreement and may be reimbursed for the costs of the Authorized Improvements pursuant to a Reimbursement Agreement.

3.4 Dissolution of PID. Contemporaneously with the adoption of a resolution by the City creating the PID, the Parties shall enter into an agreement for the dissolution of the PID (the "Dissolution Agreement") whereby the Owner agrees that, in the event Special Assessments have not been levied or PID Bonds have not been issued on or before five (5) years after the effective date of the Dissolution Agreement in accordance with the agreed upon terms set forth in the Dissolution Agreement, the City may dissolve the PID.

## **ARTICLE IV** **DEVELOPMENT OF THE PROPERTY**

4.1 Applicable Rules. Owner shall develop the Property or cause the Property to be developed in compliance with the applicable City Regulations, this Agreement, the Turnback Ranch PDD (as may be amended), the Detail Plan, as it may be amended from time to time, and good engineering practices that apply to the Property and the development thereof, as they exist on the Effective Date. If there is a conflict between this Agreement and the City Regulations, this Agreement shall prevail. If there is a conflict between this Agreement and an approved amendment to the Turnback Ranch PDD after the Effective Date of this Agreement, the amendment to the Turnback Ranch PDD shall control and act as an amendment to this Agreement. Notwithstanding anything in this Agreement to the contrary, the Dark Sky Ordinance is subject to change by future City Council action, and such change shall be binding on the Owner, provided, however, that if in the reasonable discretion of the Owner, a future amendment to the Dark Sky Ordinance has a material adverse impact on profitable development of the Property, then such amendment shall not be applicable to the Property. Owner waives its rights under Section 245 of the Texas Local Government Code solely related to the Dark Sky Ordinance except in the event of an adverse material impact as provided in this Agreement.

4.2 Phased Development. The Owner shall develop the subdivision infrastructure for the Project in multiple development phases in accordance with the phasing plan approved by the City at the time of preliminary plat and/or final plat. The SFA/SFD parcel indicated on Exhibit "B" shall be developed as a separate phase after receiving approval from the City Council of a detail plan for the

SFA/SFD parcel in compliance with the City Regulations. The Owner shall construct residential units and make utility connections to the City's water and wastewater systems in phases ("Unit Construction Phases") as designated by Owner and provided in writing to the City. The designated Unit Construction Phases shall be structured so that no more than one hundred forty-four (144) living unit equivalents ("LUEs") will be placed into service within any given calendar year. The Owner may revise the Unit Construction Phases only with the written consent of the City Manager and provided that, however, any such revisions shall not result in more than 144 LUEs being placed into service within any given calendar year without approval by City Council. The Owner shall ensure and cause construction of the off-site utility infrastructure, on terms reasonably acceptable to the City and in compliance with all City Regulations, that is reasonably necessary to accommodate the demand of the development in advance of LUEs placed into service in any given calendar year based on engineered and approved technical studies and designs.

4.3 Zoning. As of the Effective Date of this Agreement, the Property is zoned as Planned Development District (PDD) pursuant to Ordinance No. 07-04-05-03. The Owner agrees to modify the application to amend the Turnback PDD that is active as of the Effective Date of this Agreement to reflect and conform with the terms of this Agreement for consideration by the City Council. Upon adoption of the amendment to the Turnback Ranch PDD that substantially complies with this Agreement, which shall serve as a full amendment and restatement of the PDD zoning, Ordinance No. 07-04-05-03 shall no longer apply to the Property and the ordinance approved by the City Council amending Ordinance No. 07-04-05-03 shall apply to the Property and replace all references to "Turnback Ranch PDD" herein. If there is any conflict between such amended Turnback Ranch PDD and the City Regulations, the Turnback Ranch PDD shall prevail.

4.4 Vested Rights. The City acknowledges that the Owner shall be deemed vested from the Effective Date of this Agreement to develop the Project in accordance with this Agreement, the Turnback Ranch PDD, and the City Regulations in effect on the Effective Date to the extent and for such matters as vesting is applicable pursuant to Chapter 245 of the Texas Local Government Code (the "Vested Rights"). The Owner's Vested Rights shall expire (1) on the fifth anniversary from the Effective Date if no progress has been made towards completion of the Project; or (2) if this Agreement is terminated by reason of Owner's default beyond any applicable notice and cure periods. "Progress toward completion of the Project" as used herein shall have the same meaning as set forth in Section 245.005(c) of the Texas Local Government Code. Upon adoption of the amendment to the Turnback Ranch PDD that substantially complies with this Agreement, the Owner waives any vested rights to develop under Ordinance No. 07-04-05-03 and, upon execution of this Agreement, the Parties agree that this Agreement supersedes any development agreement applicable to the Property that may have been executed prior to the Effective Date of this Agreement. Except as explicitly provided in this Agreement, the Owner does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. To the extent any criteria specified in this Agreement are in conflict with any other current or future City Regulations, then this Agreement shall prevail unless otherwise agreed to by the Owner in writing. The Parties acknowledge and agree that this paragraph shall not apply to the Dark Sky Ordinance, provided, however, that if in the reasonable discretion of the Owner, future changes to the Dark Sky Ordinance would have a material adverse effect on the profitable development of the Property, then the Vested Rights are not waived as to such changes to the Dark Sky Ordinance.

4.5 Owner's Rights to Continue Development. In consideration of Owner's agreements, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on building or development within the Project or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting utility service extensions and/ or tap connections, subdivision plats, site development permits or other necessary approvals, within the Project except, in either case, as provided in Section 4.2 above and except for moratoria imposed pursuant to Texas

Local Government Code, Subchapter E, Section 212.131 et. seq. This agreement on the part of the City will not apply to temporary moratoria uniformly imposed throughout the City due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

4.6 Buffers. The Project shall include (i) a minimum fifty (50) foot wide buffer along any boundary line of the Property adjacent to existing platted subdivisions, including the property owned by the Lago Vista Property Owners' Association ("LVPOA"), and (ii) a minimum of one hundred (100) foot wide buffer along the boundary line of the Property within the floodplain adjacent to property owned and operated by LVPOA ("LVPOA Park"), such buffer areas are collectively referred to herein as the "Buffer Areas". The Buffer Areas are more particularly depicted in the Detail Plan and will remain undisturbed in their current natural state with existing topography and vegetation except for any utility and roadway connections related to the Project and shown on the Detail Plan. Structures, other than those appurtenant to necessary roadway and utility crossings, are prohibited within the Buffer Areas. To the extent feasible, the Owner agrees to revegetate and abandon any existing ranch roads within the Buffer Areas, leaving only small pedestrian trails.

4.7 Parks and Open Space.

(a) Total Parks and Open Space. Approximately 122 acres shall be developed as trails, parks and recreation space, amenities, and open space as more particularly depicted in the Detail Plan ("Parks and Open Space"). Provided the Owner utilizes or develops such Parks and Open Space acreage substantially in accordance with the Detail Plan, Developer shall be deemed to have satisfied all applicable parkland dedication, improvement requirements, or payment of fees required in lieu thereof, of any kind whatsoever, including any such requirements set forth in the City Regulations.

(b) HOA Parkland.

(1) Approximately 110 acres of the Parks and Open Space shall be designed, constructed, and designated as private parkland, open space, and amenities exclusively for the residents and homeowners within Turnback Ranch PDD ("HOA Parkland"), as indicated in the Detail Plan. The HOA Parkland will be maintained and operated by the Association, as the term is defined in Section 10.1. The Parties acknowledge and agree that the HOA Parkland will primarily serve the park and recreation needs of such residents within the Project mitigating the demand on other City parks and satisfying the need for any additional public parkland, except as set forth in Section 4.7(c) below.

(2) Approximately 32 acres of the HOA Parkland shall be situated in the southeast corner of the Property along the frontage of Lake Travis and adjacent to the property owned by the LVPOA, as more particularly depicted in the Detail Plan ("Private HOA Lakefront Parkland"). The Private HOA Lakefront Parkland shall be accessible only to residents of the Project with a gated entrance controlled by the Association. The Owner shall also construct, at the Owner's sole expense, a fence or other barrier that complies with LCRA requirements along the west side of the Buffer Area that separates the LVPOA Park from the Private HOA Lakefront Parkland approximately in the location depicted in Exhibit "D".

(c) Public Parkland.

(1) The Owner shall convey approximately 12 acres of the Parks and Open Space by special warranty deed, subject to all matters of record, to the City upon City's approval and recordation of the first final plat for the Project that shall include the portion of the Property located to the west of the Private HOA Lakefront Parkland as indicated in the Detail Plan ("City Primitive Area"). Upon

dedication of the City Primitive Area, the City shall assume all maintenance obligations. The City Primitive Area and Private HOA Lakefront Parkland shall have separate access points. The Owner shall transfer to the City, any licenses, easements, or other interests in real property reasonably necessary to allow public access to the City Primitive Area.

(2) The Owner shall contribute, as part of the Authorized Improvements, the amount of one million and 00/100 dollars (\$1,000,000.00) to be used by the City, in its sole discretion, toward the design, construction, and installation of public amenities and other recreational amenities (“Parkland Contribution”). The Parkland Contribution will be paid out of PID Bond proceeds and shall be paid into escrow for the benefit of the City immediately upon the issuance of the first PID Bonds. This Agreement does not act to obligate the City in any manner to construct any improvements in any particular timeframe within the City Primitive Area. However, in the event the City devises an official operation and maintenance plan for the development, construction, operation, and maintenance of the City Primitive Area, the City agrees to consider the input received from the Owner, the Association, and LVPOA.

#### 4.8 Project Entrances.

##### (a) Dodge Trail Extension.

(1) Pursuant to the authority granted in Section 253.001 of the Texas Local Government Code, within sixty (60) days after delivery of a written request by the Owner to the City and upon the payment of fair market value by the Owner (as determined below), the City, acting in its proprietary capacity, agrees to convey to the Association, as a non-profit corporation, the City-Owned Parcel for the sole purpose of use as a public right of way, public utilities, public sidewalks, landscaping that provides screening and buffering of the public right of way from adjacent City residents, and any facilities related to the foregoing items (the “Public Purposes”). The City shall reasonably cooperate with and provide any necessary consents to Owner in connection with any and all applications for any development and/or land use approvals that may be necessary to permit the City-Owned Parcel to be used for the Public Purposes, including without limitation applications for zoning, preliminary plan, and final plat. Notwithstanding the foregoing, the Owner shall not be permitted to cause final plat approval and recordation of the City-Owned Parcel to occur unless and until it has first (i) provided the written request for conveyance and the appraisal, as required herein, (ii) paid the fair market value as required hereinto, and (iii) obtained the special warranty deed from the City, so that the City-Owned Parcel will be final platted by the Association as owner. The conveyance shall specify, that if the Association fails to use the City-Owned Parcel for the Public Purposes, ownership of the City-Owned Parcel shall automatically revert to the City. Fair market value shall be based on an appraisal by a licensed appraiser that is obtained by, and at the cost of, the Owner. The City agrees to fully cooperate with the Owner in all material respects (including without limitation the execution of any required authorizations, applications, or other documents) necessary to effectuate the conveyance as provided herein.

(2) Within the City-Owned Parcel, the Owner shall design and construct, at the Owner’s sole expense, a 50 (fifty) foot wide extension of Dodge Trail from Bar K Ranch Road to the northeast Property boundary with improvements that include multi-use pedestrian and bike path, street pavement, curbs, gutters, inlets, storm drains, and speed regulating devices or mechanisms such as road bumps in a manner substantially similar to the attached Exhibit “E” (“Dodge Trail Extension”). The Owner will work with City staff to diligently pursue the option of installing a roundabout at the intersection of Dodge Trail and Bar-K Ranch Road. Owner will diligently pursue any development and land use approvals necessary for construction of the Dodge Trail Extension and related improvements, including any potential re-zoning if required pursuant to applicable City Regulations and state law. A ten (10) foot public utility easement will be located outside of the right of way for the Dodge Trail Extension. Upon completion, the City agrees to accept the Dodge Trail Extension for maintenance as a City street, provided that the Dodge

Trail Extension meets the applicable City Regulations, except as provided herein. The primary entrance for the Project will be the Dodge Trail Extension upon construction.

(3) Additionally, adjacent to the boundary of the 50 (fifty) foot right of way for the Dodge Trail Extension, the Owner shall design, construct, and install, at the Owner's expense, improvements that include, but are not limited to, utilities, trees, landscaping, retaining walls, graded berms, and a six (6) foot high masonry fence/wall to screen the Dodge Trail Extension to the greatest extent possible from the adjacent residential properties with regard to visibility and sound in a manner substantially similar to the attached Exhibit "E" ("Dodge Trail Extension Frontage Improvements"). The Dodge Trail Frontage Improvements shall be located on the City-Owned Parcel, outside the right of way for the Dodge Trail Extension, and maintained by the Association.

(b) Paseo de Vaca and Coyote Trail. The Owner shall construct a secondary entry off of Bar K Ranch Road in the vicinity of the K Oaks Clubhouse, opposite of Paseo De Vaca, in the area depicted on the Detail Plan ("Paseo de Vaca Extension"), in a manner substantially similar to the attached Exhibit "F", subject to review by the City. The Owner, at the Owner's expense, will construct a six (6) foot high masonry fence/wall, outside of the public right of way, adjacent to the northern boundary of the K Oaks Clubhouse parcel owned by LVPOA and along the southern boundary of the Paseo de Vaca Extension ("Paseo de Vaca Frontage Improvements"). The Paseo de Vaca Frontage Improvements will be completed before any traffic may utilize the Paseo de Vaca Extension. Coyote Trail shall be used as a temporary entrance and access to the Project that is to be abandoned after issuance of the final certificate of occupancy for a residential unit.

(c) Roadway Improvements. The Dodge Trail Frontage Improvements, Dodge Trail Extension, Paseo de Vaca Extension, and Paseo de Vaca Frontage Improvements set forth in this Section 4.7 may be included as Authorized Improvements.

(d) Construction Traffic. All commercial construction vehicle traffic shall utilize the Dodge Trail Extension and will be prohibited from accessing the Project by the Paseo de Vaca Extension or Coyote Trail. The Paseo de Vaca Extension and Coyote Trail shall be limited to use by personal vehicles and standard-sized, non-construction delivery vans. Per Section 4.8(b), Coyote Trail shall be abandoned as a point of access. Construction activities and traffic of commercial construction vehicles is restricted to Monday through Friday between 7:00 am and 7:00 pm and Saturdays between 8:00 am and 6:00 pm. Owner shall enforce these requirements on its employees, contractors, subcontractors, consultants, suppliers and assignees at all times.

#### 4.9 Signage.

(a) Wayfinding Sign. The City agrees to placement of one destination wayfinding sign ("Wayfinding Sign") on the property owned by Owner located at the northwest corner of the intersection of Dodge Trail and Bar K Ranch Road ("Dodge Trail Extension Entrance"), as more particularly identified in the attached Exhibit "G". Installation of the Wayfinding Sign is contingent on the Dodge Trail Extension Entrance, or a portion thereof, being dedicated to the City as right-of-way. The Wayfinding Sign shall comply with the standards in the City Code of Ordinances applicable to wayfinding signs located on a minor arterial and will direct the public to residential communities, the City Primitive Area, the K Oaks Clubhouse, the LVPOA Park, and other areas of interest. Owner shall be solely responsible for the costs related to the Wayfinding Sign.

(b) Monument Sign. The City agrees to the placement and installation of a monument sign and landscaping in the vicinity of the shared boundary of the Property and the City-Owned Parcel, outside of the right of way for the Dodge Trail Extension. Owner shall be solely responsible for all costs

related to the monument sign including the cost of the sign. Such sign shall meet all standards contained in the City's Sign Ordinance, except to the extent such standards conflict with the terms of this Agreement or any exhibit attached hereto.

4.10 Density. The total number of residential dwelling units within the Property will not exceed        (      ) dwelling units.

4.11 Development Standards and Design Requirements. The Owner agrees to modify the application for an amendment to the Turnback Ranch PDD that was submitted to the City prior to the Effective Date of this Agreement to reflect the development standards and design requirements outlined in this Agreement and in Exhibit "H" for consideration by the City Council.

4.12 Masonry and Design Requirements. The exterior wall standards set forth in this section shall apply to the structures located on the Property. At least seventy-five percent (75%), of the combined exterior surface area of all finished walls, including all stories of buildings / structures (excluding concrete foundation walls) shall consist of stone, brick, painted or tinted stucco, and factory tinted (not painted) split faced concrete masonry unit or similar material approved by the Director of Planning.

4.13 Tree Removal. Tree removal shall comply with City Regulations and the Balcones Canyonland Conservation policies for clearing trees in identified habitat of the Golden Cheek Warbler. Tree removal will not occur on the Property until construction in the particular phase where tree removal is proposed to occur commences. For purposes of this Agreement, each phase of construction shall be less than one hundred forty-four LUEs.

4.14 Development Impact Mitigation.

(a) Improvements to Dodge Trail. Owner agrees to fund improvements to existing Dodge Trail from Bar K Ranch Road to FM 1431 that include ribbon curbs and asphalt overlay in a scope substantially similar to the improvements approved per the 2008 construction plans associated with the Turnback Ranch PDD. To the extent allowed by state law, City agrees (i) that such improvements are Authorized Improvements that may be funded with PID Bonds, and (ii) that the funds expended by Owner for such off-site improvements may be credited against required street impact fees or other fees as may be appropriate.

(b) Traffic Signals. Subject to review by the City Transportation Department and the Texas Department of Transportation ("TxDOT"), the Owner agrees to direct all monetary commitments for traffic signals identified in the Traffic Impact Analysis dated October 5, 2022, as may be amended or updated, to installation of a traffic signal at the intersection of Bar K Ranch Road and RM 1431 in order to expedite TxDOT's installation of that signal. The City agrees that such signalization is an Authorized Improvement that may be funded with PID Bonds.

(c) Mitigation. Owner shall and is hereby obligated to construct any and all other off-site roadway and utility infrastructure that is reasonably determined by engineered and reasonably approved technical studies and designs as necessary to accommodate the demand of the Project, subject to any credits against street impact fee (as permitted by law) and subject to funding of such off-site improvements as Authorized Improvements through the issuance of PID Bonds.

**ARTICLE V**  
**PID TRUE UP**

5.1 PID True Up.

(a) The following definitions shall be used in this Article V:

(1) **“Maximum Special Assessment”** means, for each lot classification identified in the Service and Assessment Plan (“SAP”), a Special Assessment equal to an amount that produces an average annual installment (inclusive of principal, interest, and administrative expenses) resulting in the Maximum Equivalent Tax Rate. The Maximum Special Assessment shall only be calculated upon (i) for a parcel being created by a subdivision plat, at the time of the filing of a subdivision plat, and (ii) for parcels whose Special Assessments are securing a series of PID Bonds, at the time such PID Bonds are issued.

(2) **“Maximum Equivalent Tax Rate”** means, for each lot classification identified in the SAP, a maximum overlapping tax rate equivalent, including all taxing entities, of \$3.00 per \$100 of estimated buildout value, unless the City Council of the City authorizes a higher amount, but in no case less than a PID Special Assessment tax rate equivalent of \$0.50 per \$100 of estimated buildout value. The estimated buildout value for a lot classification shall be determined by the PID administrator using information provided by the Owner and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, information provided by the Owner, or any other information that may help determine buildout value.

(b) Mandatory Reduction in Special Assessments if Maximum Special Assessment Exceeded.

(1) **Maximum Special Assessment Exceeded at Plat.** If the subdivision of any assessed property by a recorded subdivision plat causes the Special Assessment per lot to exceed the Maximum Special Assessment, then prior to the City approving the plat, the Owner must partially prepay the Special Assessment for each property that exceeds the Maximum Special Assessment in an amount sufficient to reduce the Special Assessment to the Maximum Special Assessment.

(2) **Maximum Special Assessment Exceeded at PID Bond Issuance.** At the time PID Bonds are issued, if the Special Assessment per lot for any lot classification identified in the SAP exceeds the Maximum Special Assessment, then prior to the issuance of PID Bonds, the Special Assessment on the parcel shall be reduced until the Special Assessment equals the Maximum Special Assessment.

## **ARTICLE VI** **PROJECT ENGINEER AND PROJECT FACILITIES**

6.1 **Project Engineer.** The Owner has selected Bowman Consulting as the project engineer for the Authorized Improvements, as herein defined (the “Project Engineer”). The Project Engineer will prepare the design, construction plans and specifications, and supporting documentation for the development of the Property. The Project Engineer will work and coordinate with the City Engineer to obtain the review and approval by Owner, the City Engineer, and the Director of Development Services of such design, plans and specifications and supporting documentation. The Owner may, from time to time and at any time, replace the Project Engineer in the Owner’s sole and absolute discretion. In the event Owner elects to replace the Project Engineer, the Owner will provide written notice to the City of the replacement engineer.

6.2 **Project Facilities.** The “Project Facilities” collectively consist of the Authorized Improvements (which include, without limitation, the Roadway Improvements, the Water Improvements,

and the Wastewater Improvements even though such improvements may be located outside of the boundaries of the District) and any other improvements included by the Owner as part of the Plans, if any, that do not qualify as Authorized Improvements (as hereinafter defined).

## **ARTICLE VII**

### **PLAN REVIEW/APPROVAL AND BIDDING OF PROJECT FACILITIES**

7.1 Plan Review and Approval. The City and the Owner shall cooperate in good faith and in a diligent manner to provide the Project Engineer with all information required to prepare a complete set of plans and specifications for each of the Project Facilities (the “Plans”). The City and the Owner shall work together in good faith to prepare and finalize the final plats and Plans, and to ensure the construction costs for all of the Project Facilities are commercially reasonable. Upon receipt of draft final plats and Plans from the Owner or Project Engineer, the Owner shall submit such final plats and Plans to the City. The Owner shall also provide to the City a cost estimate of the cost to construct the Project Facilities based on the Plans provided (“Cost Estimate”) and an estimated construction schedule based on such Plans. The City and Owner agree to work diligently with one another to finalize the Plans and keep the costs commercially reasonable. Any written City approval or denial must be based on compliance with applicable City Regulations as modified by this Agreement and/ or the Turnback Ranch PDD. After Owner receives any comments to the Plans, the Owner shall revise the Plans accordingly to address such comments and value engineering. The foregoing process shall repeat until the Plans are approved by the Owner and the City. The City agrees not to unreasonably withhold its approval of the final plats or Plans. Upon approval of the Plans, the City and the Owner shall sign, date, and exchange an index of drawings identifying such approved Plans. Once the Plans are approved by the City and the Owner, the Plans shall not be modified or amended without the prior written consent of both the City and the Owner, which both Parties agree to give reasonably; provided that such changes do not result in a material increase in cost. Following approval of the Plans, the Owner shall, at the Owner’s cost and expense and in compliance with all applicable codes, laws, regulations, and ordinances, cause the construction of the Project Facilities in accordance with the Plans. The City shall cooperate with the Owner in connection with obtaining the necessary permits for the Project Facilities. If any provision in this paragraph conflicts with any other provision in this Agreement, this paragraph controls.

7.2 Project Facilities Costs Expenses and Reimbursement. All costs and expenses for designing, bidding, constructing, and installing the Project Facilities shall initially be paid by the Owner or through funds available after PID Bond issuance for any Authorized Improvements. The Owner shall be eligible for funding and reimbursement of the Authorized Improvements as set forth in this Agreement and any Reimbursement Agreement.

7.3 Competitive Bidding. This Agreement and construction of the Authorized Improvements are anticipated to be exempt from competitive bidding pursuant to Sections 252.022(a)(9) and 252.022(a)(11) of the Texas Local Government Code based upon current cost estimates. However, in the event that the actual costs for the Authorized Improvements do not meet the parameters for exemption from the competitive bid requirement, then the Project Facilities shall be competitively bid with a minimum of three (3) bids being requested, and as otherwise required by state law, which shall be documented by the Owner. Copies of the bids will be provided by the Owner to the City upon request.

7.4 Project Facilities Constructed on City Land or the Property. If the Project Facilities are on land owned by the City, the City shall grant to the Owner a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Project Facilities in a form acceptable to both Parties. If the Project Facilities are on land owned by the Owner, the Owner shall execute and deliver to the City such access, maintenance and operation easements as the City may reasonably require in recordable form, and the Owner shall grant to the City a permanent access,

maintenance, and operation easement to enter upon such land for purposes related to inspection, maintenance, and operation of the Project Facilities in a form acceptable to the City. The grant of the permanent easement shall not relieve the Owner of any obligation to grant the City or other entity, as applicable, title to property and/or easements related to the Project Facilities as required by this Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Project Facilities. The provisions for inspection and acceptance of such Project Facilities otherwise provided herein shall apply.

## **ARTICLE VIII** **CONSTRUCTION OF PROJECT FACILITIES; PAYMENT**

8.1 **Construction of the Project Facilities.** Owner shall design, construct, install and obtain City acceptance, as applicable, of the Project Facilities in accordance with the terms and conditions of this Agreement.

8.2 **Fiscal Surety.** The City shall require the Owner to provide fiscal surety (in a form reasonably acceptable to the City) at the time of final plat recordation to assure that the public improvements are constructed as proposed. The Owner shall provide, or cause to be provided, a two (2) year maintenance bond upon acceptance by the City.

8.3 **City Acceptance.**

(a) Within thirty (30) days after the City's final inspection and correction of punch list items of the Project Facilities (or applicable segment thereof), the Owner shall convey to the City (if requested by the City and by an instrument acceptable to the City and subject to the maintenance bond required as set forth in Section 8.2 above), and the City will accept the applicable Project Facilities to be dedicated to the City as follows:

(1) The Owner shall provide the City Engineer with a set of as-built drawings, for permanent record.

(2) The Owner or Owner's Contractor shall provide the City Manager or designee with a two-year maintenance bond for the Project Facilities conveyed to the City (as applicable).

(b) Upon the completion of construction of the applicable Project Facilities by the Owner and acceptance thereof by and conveyance to the City, the applicable Project Facilities will be owned, operated, and maintained by the City (subject to the maintenance bond required in Section 8.2 above), and no other conveyance documents will be required to effectuate this transfer (other than easements that are not conveyed by plat).

8.4 **Project Costs.**

(a) The cost of the Authorized Improvements (the "Project Costs") will include all costs and expenses paid or incurred by the Owner in connection with the design and construction of the Authorized Improvements including, but not limited to, costs and expenses for:

(1) feasibility, design, engineering, environmental, consulting, survey, and legal;

(2) soils and materials testing;

- (3) obtaining governmental and regulatory approvals;
- (4) construction management (4%), construction, and inspections; and
- (5) amounts reimbursed by the Owner to the City for third party costs paid or incurred by the City in connection with the design and construction of the Project Facilities (including, but not limited to, inspection, engineering, and legal fees).

(b) Project Costs shall be reviewed by the City Engineer for reasonableness and necessity, and written comments, if any, shall be provided to the Owner within thirty (30) days after the Project Costs, including documentation, are delivered to the City Engineer. If any Project Costs are rejected by the City Engineer as unreasonable or unnecessary, a detailed written justification for the rejection shall be provided to the Owner. The portion of the approved Project Costs shall be paid or reimbursed to the Owner while payment with respect to the disputed portion(s) of the Project Costs shall not be made until the Owner and the City have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction.

#### 8.5 City's Option to Complete Project Facilities.

(a) In the event the Owner fails to complete and obtain City acceptance of the Project Facilities to be dedicated to the City after any applicable notice and cure periods, the City will have the right, but not the obligation, to complete such Project Facilities and to draw on any fiscal security guaranteeing the completion of such Project Facilities. To the extent that such fiscal security is insufficient to cover the City's costs incurred in such completion, the Owner shall compensate the City for any such difference.

(b) In the event the City elects to complete the Project Facilities to be dedicated to the City, the Owner agrees that all of the Owner's right, title, and interest in the plans and specifications, designs, easements, real and personal property, and improvements acquired, produced or installed in aid of or necessary for completing such Project Facilities by the Owner or its engineers or contractors before such default shall become the property of the City and, in such event, the Owner will provide all necessary documentation to the City within five (5) business days of the City's request. To ensure that the City has all necessary rights to the plans and specifications for such Project Facilities and any other engineering services of the Project Engineer, Owner hereby assigns all its rights, title, and interest in the professional services agreements between the Owner and the Project Engineer necessary for completion of the Project Facilities. The Owner agrees that the City will have the right to use such plans and specifications to complete the Project Facilities to be dedicated to the City.

### **ARTICLE IX** **PID BOND ISSUANCE REQUIREMENTS**

9.1 PID Bond Issuance Requirements. The Parties acknowledge the City's "Public Improvement District Policy Manual" as of the Effective Date and agree that as consideration for the Owner's development of the Project, the City's issuance of PID Bonds and the PID Financing Documents shall be subject to the following requirements set forth in this Section 9.1, which may differ from the policy:

(a) PID Bond Operations. The aggregate principal amount of PID Bonds to be issued shall not exceed \$40,000,000.00, unless a higher amount is approved by the City Council, which shall be used to fund: (i) the actual costs of the Authorized Improvements, (ii) to the extent permitted by law, required reserves, additional interest, and capitalized interest during the period of construction and not

more than twelve (12) months after the completion of construction of all Authorized Improvements covered by the PID Bond issue in question and in no event for a period greater than thirty-six (36) months from the date of the initial delivery of the PID Bonds, (iii) a PID reserve fund and administrative fund, and (iv) any costs of issuance for the PID Bonds; provided, however, that to the extent the law(s) which limit the period of capitalized interest to twelve (12) months after completion of construction change, the foregoing limitation may, with the agreement of the Parties, be adjusted to reflect the law(s) in effect at the time of future PID Bond issuances.

(b) Maturity. The final maturity for each series of PID Bonds shall occur no later than thirty (30) years from the issuance date of said PID Bonds.

(c) Financing Amount. The Owner intends to request the issuance of the PID Bonds subject to the condition that the maximum cost of Authorized Improvements to be funded plus issuance and other financing costs shall not exceed \$40,000,000. The amount may increase up to \$50,000,000.00 with City Council approval due to cost increases in the Authorized Improvements.

(d) Value to Lien Ratio. The minimum value to lien ratio based on the anticipated final lot values as provided in an Appraisal at the issuance date of each series of PID Bonds shall be at least 2.9 to 1 overall, as set forth in the Indenture of Trust, unless the City Council approves a lower ratio.

## **ARTICLE X** PROPERTY OWNERS' ASSOCIATION

10.1 Property Owners Association. Owner will create one or more Property Owners Association(s) ("Association"), and shall establish bylaws, rules, regulations, and restrictive covenants (collectively, the "Association Regulations") to assure the Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Association pursuant to this Agreement. The applicable Association Regulations will establish periodic Association dues and assessments that are and will be sufficient to maintain (a) certain drainage easements and improvements within the Property that are dedicated to the City but not maintained and operated by the City (the "Drainage"); (b) any part or portion of the Property that is dedicated to the applicable Association (the "Dedicated Association Property"); (c) maintenance and operation of the Dodge Trail Extension Frontage Improvements and signage; and (d) maintenance and operation of the HOA Parkland. The applicable Association Regulations will require the periodic dues and assessments to be increased from time to time as necessary to provide the funds required for the maintenance of the Drainage, Dedicated Association Property, HOA Parkland, Dodge Trail Extension Frontage Improvements, and signage, and to provide funds required for the management and operation of the Association.

## **ARTICLE XI** AUTHORITY; COVENANTS; PROPERTY RIGHTS

### **11.1 Powers.**

(a) The City hereby represents and warrants to the Owner that the City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, subject to the terms and conditions of this Agreement and subject to applicable processes, procedures, and findings that are required by state law, City ordinances, or the City Charter related to actions taken by the City Council, and all of the foregoing have been authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority.

(b) The Owner hereby represents and warrants to the City that the Owner has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of the Owner. Concurrently with the Owner's execution of this Agreement, the Owner has delivered to the City copies of the resolutions or other corporate actions authorizing the execution of this Agreement and evidencing the authority of the persons signing this Agreement on behalf of the Owner to do so. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Owner, and is enforceable in accordance with its terms and provisions.

11.2 Authorized Parties. Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice or consent of the City or the Owner is required, or the City or the Owner is required to agree or to take some action at the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the City, unless otherwise provided herein or inconsistent with applicable law, the City Charter, or City Regulations, by the City Manager and for the Owner by any officer of the Owner so authorized (and, in any event, the officers executing this Agreement are so authorized); and any party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement.

## **ARTICLE XII** **GENERAL PROVISIONS**

12.1 Time of the Essence. Time is of the essence in all things pertaining to the performance of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

### **12.2 Default; Remedies.**

(a) A Party shall be deemed in default under this Agreement if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement, subject to the notice and cure provisions in this Section 12.2.

(b) Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a default of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform the alleged failure and shall demand performance. No default of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice, and the Party shall be given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). Upon a default of this Agreement for which cure has not commenced as provided above, the non-defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may seek relief, including but not limited to the specific performance of the covenants and agreements herein contained, mandamus, and injunctive relief. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

### 12.3 Termination.

(a) In the event the City Council does not approve an amendment to the Turnback Ranch PDD in a manner that aligns with this Agreement or that allows the Owner, as determined in the Owner's reasonable discretion, to construct the Project as contemplated by and as provided in this Agreement, including, but not limited to, the ability to construct the Dodge Trail Extension, the Owner may elect to terminate this Agreement by written notice to the City and the Agreement shall be of no further force and effect.

(b) In the event the City Council does not approve the Owner's request for creation of the PID under terms acceptable to the Owner, as determined in the Owner's reasonable discretion, the Owner may elect to terminate this Agreement by written notice to the City and the Agreement shall be of no further force and effect. However, if Owner does not elect to terminate this Agreement upon the City's refusal to grant the creation of a PID, then the terms of this Agreement related to the PID shall be held to be unenforceable and such unenforceability shall not affect other any other provisions of the Agreement. Either Party may pursue a restatement of this Agreement solely to remove the provisions related to the PID.

(c) In the event that both (i) the Owner fails to obtain approval for a preliminary plan for the entire Property and submit an application for a final plat for the Property, or some portion thereof consistent with the phasing plan approved by the City pursuant to Section 4.2 above, as progress toward completion of the Project within five (5) years after the Effective Date of this Agreement, and (ii) the City Council validly re-zones the Property, in accordance with City Regulations and applicable state law, in a manner that no longer aligns with this Agreement, then this Agreement shall automatically terminate and shall be of no further force and effect. Owner acknowledges that, notwithstanding the foregoing nor anything in this Agreement to the contrary, in accordance with Section 2.20(e) of the City Code, approval of construction plans expires two (2) years after the date the City approves such construction plans unless an unexpired final plat is on file with the City or the final plat is approved and that approval has not expired.

### 12.4 Force Majeure.

(a) The term "Force Majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; wars; revolts; terrorism; sabotage and threats of sabotage or terrorism; epidemic; pandemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; transportation disasters, whether by ocean, rail, land or air; or other causes that (i) are not reasonably within the control of the party claiming such inability, or (ii) could not be avoided, by the party who suffers it, by the exercise of commercially reasonable efforts.

(b) If, by reason of Force Majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such Force Majeure to the other party within thirty (30) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the Force Majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

(c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

12.5 Liability of the Owner, its Successors and Assignees. Any obligation or liability of the Owner whatsoever that may arise at any time under this Agreement or any obligation or liability which may be incurred by the Owner pursuant to any other instrument, transaction or undertaking contemplated hereby shall be satisfied, if at all, out of the assets of the Owner and any fiscal surety posted with the City related to the Turnback Ranch subdivision only, except as required by the PFA or any other agreements the Owner enters related to the PID or the Turnback Ranch subdivision. No obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any of partners, officers, employees, shareholders or agents of the Owner, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise, except as required by the PFA or any other agreements the Owner enters related to the PID or the Turnback Ranch subdivision.

12.6 Personal Liability of Public Officials. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

12.7 Notices. Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed by registered or certified mail, return receipt requested, or personally delivered to an officer of the receiving party at the following addresses:

If to the City:

City of Lago Vista  
Attn: City Manager  
5803 Thunderbird Street  
Lago Vista, Texas 78645

If to the Owner:

Turnback Development, LLC  
c/o Ventana Capital  
8678 Concord Center Drive #200  
Englewood, Colorado 80112

with a copy to:

McLean & Howard LLP  
Attn: Jeffrey Howard  
4301 Bull Creek Road, Suite 150  
Austin, Texas 78731

Each Party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section shall be deemed to be given when deposited with the United States Postal Service, and any communication so delivered in person shall be deemed to be given when received for by, or actually received by, an authorized officer of the City or the Owner, as the case may be.

12.8 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is approved by the City Council and the Owner. No course of dealing on the part of the City or the Owner nor any failure or delay by the City or the Owner with respect to exercising any right, power or privilege pursuant to this Agreement shall operate as a waiver thereof,

except as otherwise provided in this Section.

12.9 Invalidity. In the event that any of the provisions contained in this Agreement shall be held unenforceable in any respect, such unenforceability shall not affect any other provisions of this Agreement, and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

12.10 Beneficiaries. This Agreement shall bind and inure to the benefit of the Parties and their successors and permitted assigns.

12.11 Successors and Assigns.

(a) Except as expressly provided in this Section, neither party to this Agreement shall have the right to convey, transfer, assign, mortgage, pledge or otherwise encumber all or any part of its right, title and interest under this Agreement to any party without the prior written consent of the other party to this Agreement, which consent shall not be unreasonably withheld, conditioned, delayed or denied.

(b) Notwithstanding the foregoing, Owner may, from time to time, effectuate a transfer of the obligations, rights, privileges, benefits, duties, requirements, or covenants under this Agreement, in whole or in part, without the consent of City to: (i) any subsequent owner of all or any portion of the Property, provided that the Owner shall provide the City written notice of such assignment within ten (10) days after the effective date of such transfer; or (ii) any lienholder on the Property. The obligations, rights, requirements, or covenants to develop the Property under this Agreement shall not otherwise be assigned by the Owner without the prior written consent of the City Council, which consent shall not be unreasonably withheld, conditioned, delayed, or denied; provided such party agrees in writing to assume all of Owner's duties, obligations, and liabilities so assigned hereunder, and provided further that any such assignment shall not become effective until the City receives notice of the assignment and a copy of the assignment instrument. Upon any permitted assignment of the duties, obligations and liabilities assigned hereunder, the Owner shall be relieved of any and all such duties, obligations and liabilities. Any receivables due to the Owner under this Agreement, the PFA, or any Reimbursement Agreement may be assigned by the Owner without the consent of, but upon written notice to, the City within ten (10) days of such assignment pursuant to this Agreement.

(c) Owner may pledge, assign, collaterally assign, or grant a lien or security interest in, or otherwise encumber any of its right, title and interest under this Agreement, in whole or in part, (i) without the consent of the City, to any third party lender of the Project (each, a "Lender"), or (ii) to any person or entity with the City Council's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed) as security for the performance of Owner's obligations; and in relation thereto, the City will execute reasonable acknowledgements of this Agreement as may be requested by such Lender or third party, including confirmation whether this Agreement is valid and in full force and effect, whether either party is in default of any duty or obligation under this Agreement, and agreeing to provide notice and opportunity to cure to such Lender and the City agrees to accept a cure, not to be unreasonably withheld, offered by the Lender as if offered by the defaulting Party. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any Lender to perform any obligations or incur any liability under this Agreement unless the Lender agrees in writing to perform such obligations or incur such liability. A Lender is not a party to this Agreement unless this Agreement is amended, with the consent of the Lender, to add the Lender as a Party.

(d) Notwithstanding anything to the contrary, this Agreement shall not be binding upon and shall not create any encumbrance to title any end-buyer of a fully developed and improved platted lot in the Project, unless the owner such platted lot agrees to accept the terms of this Agreement as a binding

encumbrance in connection with its acquisition of such platted lot.

12.12 Exhibits, Titles of Articles, Sections and Subsections. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience of the Parties and shall not be construed to have any effect or meaning as to the agreement between the Parties hereto. Any reference herein to a section or subsection shall be considered a reference to such section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit shall be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

12.13 Applicable Law. This Agreement is a contract made under, and shall be construed in accordance with and governed by, the laws of the United States of America and the State of Texas, and any actions concerning this Agreement shall be brought in either the Texas State District Courts of Travis County, Texas or the United States District Court for the Western District of Texas.

12.14 Entire Agreement. This Agreement represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

12.15 No Waiver of City Standards. Except as may be specifically provided in this Agreement, the City does not waive or grant any exemption to the Property or the Owner with respect to City Regulations.

12.16 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the Parties, the Parties agree that such approval or consent shall not be unreasonably withheld, conditioned or delayed. Approvals and consents shall be effective without regard to whether given before or after the time required for giving such approvals or consents.

12.17 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

12.18 Interpretation. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

12.19 Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby.

12.20 Binding Obligations. This Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property; provided, however, this Agreement, if recorded, shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property except for land use and development regulations that apply to specific lots. For purposes of this Agreement, the Parties agree (i) that the term "end-buyer" means any owner, developer, tenant, user, or occupant, and (ii) that the term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final plat has been approved by the governmental authority having jurisdiction and for which all planned and approved improvements have been constructed and accepted to the extent that a building permit may be obtained for

such lot.

12.21 Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Owner represents that neither Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

12.22 Verification under Chapter 2252, Texas Government Code. To the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Owner represents that Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

12.23 No Discrimination Against Fossil-Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (b) does business with a company described by (a) above.

12.24 No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, as amended, the Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, (a) ‘discriminate against a firearm entity or firearm trade association’ means, with respect to the firearm entity or firearm trade association, to: (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (b) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business

relationship (A) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (B) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (a) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code); and (b) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that: (i) is not organized or operated for profit (and none of the net earnings of which insures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

**12.25 Exhibits.** The following Exhibits to this Agreement are incorporated herein by reference for all purposes:

<u>Exhibit A</u>	Description of Property
<u>Exhibit B</u>	Detail Plan
<u>Exhibit C</u>	Authorized Improvements
<u>Exhibit D</u>	Fencing
<u>Exhibit E</u>	Dodge Trail Extension and Dodge Trail Frontage Improvements
<u>Exhibit F</u>	Paseo de Vaca Extension
<u>Exhibit G</u>	Dodge Trail Extension Entrance
<u>Exhibit H</u>	Development Standards and Design Requirements

*[Signature pages follow]*

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY:

# **CITY OF LAGO VISTA, TEXAS, a home rule municipality**

By: Ed Tidwell, Mayor

ATTEST:

---

Sandra Barton, City Secretary

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, \_\_\_\_\_ of the City of Lago Vista, a home-rule municipality, on behalf of said municipality.

---

Notary Public, State of Texas

(SEAL)

**OWNER:**

**TURNBACK DEVELOPMENT, LLC,**  
a Nevada limited liability company

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

Name: \_\_\_\_\_

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

THE STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_  
\_\_\_\_\_, as \_\_\_\_\_ of Turnback Development, LLC, a Nevada limited  
liability company, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT “A”**

**Description of Property**

**LEGAL DESCRIPTION  
241.541 ACRES**

**BEING** a tract of land located in the TEXAS-MEXICO RAILROAD SURVEY, ABSTRACT NO. 2291, CHRISTIAN FEHRENKAMP SURVEY, ABSTRACT NO. 286, and the LEWIS GOODWIN SURVEY, ABSTRACT NO. 336, Travis County, Texas and being all of those tracts of land described as Tracts 1-7 in Deed to Vol H. Montgomery, recorded in Document No. 1999-148851, Deed Records, Travis County, Texas and being part of a 10.81 acre tract of land described in Deed to Vol H. Montgomery, recorded in Document No. 1999-148850, Deed Records, Travis County, Texas and being part of a tract of land described in Deed to RPI-P2A Partnership, recorded in Volume 9113, Page 300, Deed Records, Travis County, Texas and being more particularly described as follows:

**BEGINNING** at a 1/2 inch iron rod found in the East line of said Tract 2 at the Northwest corner of said Tract 7;

**THENCE** South 72 degrees 36 minutes 49 seconds East, along the North line of said Tract 7, a distance of 497.02 feet to a 1/2 inch iron rod with an aluminum cap stamped "CHAPARRAL" found at the most Northeast corner of said Tract 7 and said Tract 5;

**THENCE** South 13 degrees 31 minutes 35 seconds West, along the East line of said Tract 5, passing at a distance of 60.13 feet the Southeast corner of said Tract 7, and continuing for a total distance of 282.10 feet to a 1/2 inch iron rod with an aluminum cap stamped "CHAPARRAL" found for corner;

**THENCE** South 15 degrees 26 minutes 33 seconds West, continuing along the East line of said Tract 5, a distance of 90.41 feet to an "X" set in concrete for corner in the West right-of-way line of Bar-K Ranch Road, a variable width right-of-way, at the South corner of said Tract 5;

**THENCE** North 13 degrees 36 minutes 15 seconds East, along said West right-of-way line and the West line of said Tract 5, a distance of 312.51 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set in the South line of said Tract 7;

**THENCE** North 72 degrees 35 minutes 06 seconds West, leaving said West right-of-way line and said West line of Tract 5 and along the South line of said Tract 7, a distance of 508.72 feet to a 1/2 inch iron rod found in the East line of said Tract 2 at the Southwest corner of said Tract 7;

**THENCE** South 27 degrees 07 minutes 37 seconds West, along the East line of said Tract 2, a distance of 1,157.48 feet to a 1/2 inch iron rod found;

**THENCE** South 30 degrees 29 minutes 52 seconds West, a distance of 212.31 feet to a 1/2 inch iron rod with a red washer stamped "BUSH SURVEYING, INC." found at the Southeast corner of said Tract 4;

**THENCE** along the South line of said Tract 4 the following twenty-three (23) courses and distances:

South 75 degrees 31 minutes 34 seconds West, a distance of 372.92 feet to a point for corner;

North 57 degrees 02 minutes 33 seconds West, a distance of 114.31 feet to a point for corner;

North 74 degrees 29 minutes 21 seconds West, a distance of 132.94 feet to a point for corner;

South 57 degrees 14 minutes 10 seconds West, a distance of 166.72 feet to a point for corner;

South 75 degrees 22 minutes 03 seconds West, a distance of 147.89 feet to a point for corner;

South 82 degrees 36 minutes 45 seconds West, a distance of 107.60 feet to a point for corner;

North 65 degrees 07 minutes 30 seconds West, a distance of 186.14 feet to a point for corner;

North 19 degrees 11 minutes 13 seconds West, a distance of 140.45 feet to a point for corner;

North 11 degrees 16 minutes 02 seconds West, a distance of 174.21 feet to a point for corner;

North 61 degrees 12 minutes 46 seconds West, a distance of 107.16 feet to a point for corner;

North 23 degrees 24 minutes 37 seconds East, a distance of 108.08 feet to a point for corner;

North 59 degrees 45 minutes 10 seconds East, a distance of 71.76 feet to a point for corner;

North 65 degrees 43 minutes 16 seconds East, a distance of 242.14 feet to a point for corner;

North 62 degrees 47 minutes 27 seconds West, a distance of 167.68 feet to a point for corner;

North 01 degrees 23 minutes 12 seconds West, a distance of 152.53 feet to a point for corner;

South 61 degrees 04 minutes 13 seconds West, a distance of 70.03 feet to a point for corner;

North 60 degrees 25 minutes 41 seconds West, a distance of 101.88 feet to a point for corner;

South 08 degrees 28 minutes 27 seconds West, a distance of 141.00 feet to a point for corner;

South 53 degrees 12 minutes 27 seconds West, a distance of 54.67 feet to a point for corner;

South 70 degrees 06 minutes 27 seconds West, a distance of 51.82 feet to a point for corner;

North 70 degrees 51 minutes 22 seconds West, a distance of 55.90 feet to a point for corner;

North 27 degrees 22 minutes 10 seconds West, a distance of 150.67 feet to a point for corner;

North 19 degrees 29 minutes 33 seconds West, a distance of 77.43 feet to a point for corner in the East line of said Tract 1;

**THENCE** South 28 degrees 33 minutes 24 seconds West, leaving the South line of said Tract 4 and along the East line of said Tract 1, a distance of 128.11 feet to a point at the South corner of said Tract 1;

**THENCE** North 26 degrees 06 minutes 08 seconds West, along the South line of said Tract 1, passing at a distance of 1351.89 feet a point in the common line of said Tract 1 and said RPI-P2A Partnership tract, and continuing for a total distance of 1,579.19 feet to a point at the most Southerly corner of a Boundary Line Agreement recorded in Document No. 2006102847, Deed Records, Tarrant County, Texas;

**THENCE** Northerly and Easterly, along the lines of said Boundary Line Agreement, the following twenty-seven (27) courses and distances:

North 17 degrees 58 minutes 41 seconds East, a distance of 278.70 feet to a point for corner;

North 01 degrees 38 minutes 28 seconds East, a distance of 190.86 feet to a point for corner;

North 11 degrees 37 minutes 39 seconds East, a distance of 163.43 feet to a point for corner;

North 47 degrees 55 minutes 52 seconds East, a distance of 192.93 feet to a point for corner;

South 88 degrees 12 minutes 56 seconds East, a distance of 139.55 feet to a point for corner;

South 81 degrees 37 minutes 44 seconds East, a distance of 143.11 feet to a point for corner;

North 88 degrees 02 minutes 58 seconds East, a distance of 261.75 feet to a point for corner;

North 85 degrees 17 minutes 39 seconds East, a distance of 89.08 feet to a point for corner;

North 61 degrees 29 minutes 04 seconds East, a distance of 125.04 feet to a point for corner;

North 40 degrees 01 minutes 31 seconds East, a distance of 287.20 feet to a point for corner;

North 44 degrees 55 minutes 48 seconds East, a distance of 245.57 feet to a point for corner;

North 25 degrees 29 minutes 17 seconds East, a distance of 222.75 feet to a point for corner;

North 14 degrees 55 minutes 59 seconds East, a distance of 425.83 feet to a point for corner;

North 31 degrees 51 minutes 34 seconds East, a distance of 220.08 feet to a point for corner;

North 31 degrees 19 minutes 46 seconds East, a distance of 127.39 feet to a point for corner;

North 15 degrees 26 minutes 15 seconds East, a distance of 103.23 feet to a point for corner;

North 04 degrees 14 minutes 17 seconds East, a distance of 86.39 feet to a point for corner;

North 19 degrees 09 minutes 00 seconds West, a distance of 68.81 feet to a point

for corner;

North 19 degrees 00 minutes 57 seconds East, a distance of 71.63 feet to a point for corner;

North 71 degrees 19 minutes 54 seconds East, a distance of 79.91 feet to a point for corner;

South 76 degrees 28 minutes 07 seconds East, a distance of 221.73 feet to a point for corner;

North 88 degrees 37 minutes 19 seconds East, a distance of 92.92 feet to a point for corner;

North 68 degrees 35 minutes 11 seconds East, a distance of 82.77 feet to a point for corner;

North 60 degrees 49 minutes 17 seconds East, a distance of 44.03 feet to a point for corner;

North 75 degrees 04 minutes 08 seconds East, a distance of 78.77 feet to a point for corner;

South 88 degrees 19 minutes 06 seconds East, a distance of 88.90 feet to a point for corner;

North 75 degrees 46 minutes 12 seconds East, a distance of 421.27 feet to a 1 1/4 inch iron rod found at the most Northerly corner of said Boundary Line Agreement and the most Northerly corner of said 10.81 acre tract;

**THENCE** South 28 degrees 33 minutes 28 seconds West, leaving the lines of said Boundary Line Agreement, passing at a distance of 85.11 feet the Northeast corner of said Tract 1, and continuing along the East line of said Tract 1 for a total distance of 576.09 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the most Westerly Northwest corner of said Tract 2;

**THENCE** along the Northerly line of said Tract 2, the following sixteen (16) courses and distances:

North 66 degrees 50 minutes 28 seconds East, a distance of 56.40 feet to 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 54 degrees 01 minutes 28 seconds East, a distance of 240.80 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 34 degrees 58 minutes 28 seconds East, a distance of 89.96 feet to a 1/2 inch

iron rod with a red washer stamped "BUSH SURVEYING, INC." found at the North corner of said Tract 2;

South 01 degrees 34 minutes 37 seconds East, a distance of 30.00 feet to a 1/2 inch iron rod with a red washer stamped "BUSH SURVEYING, INC." found;

South 06 degrees 44 minutes 01 seconds West, a distance of 152.81 feet to a 1/2 inch iron rod found for corner;

South 56 degrees 23 minutes 37 seconds West, a distance of 133.82 feet to a 1/2 inch iron rod found for corner;

South 42 degrees 53 minutes 45 seconds West, a distance of 199.49 feet to a 1/2 inch iron rod found for corner;

South 28 degrees 00 minutes 15 seconds West, a distance of 59.28 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 24 degrees 18 minutes 04 seconds East, a distance of 82.17 feet to a 1/2 inch iron rod found for corner;

South 54 degrees 38 minutes 26 seconds East, a distance of 313.48 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 55 degrees 23 minutes 59 seconds East, a distance of 224.17 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 50 degrees 06 minutes 49 seconds East, a distance of 375.05 feet to a 1/2 inch iron rod with a red washer stamped "BUSH SURVEYING, INC." found for corner;

South 60 degrees 23 minutes 31 seconds East, a distance of 244.45 feet to a 1/2 inch iron rod with a red washer stamped "BUSH SURVEYING, INC." found for corner;

South 55 degrees 02 minutes 31 seconds East, a distance of 242.22 feet to a 1/2 inch iron rod with a red washer stamped "BUSH SURVEYING, INC." found for corner;

South 57 degrees 13 minutes 31 seconds East, a distance of 446.11 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 59 degrees 45 minutes 42 seconds East, a distance of 56.90 feet to a 1/2 inch iron rod found for corner at a wood fence corner post;

**THENCE** Southerly, along the East line of said Tract 2, the following three (3) courses

and distances:

South 29 degrees 51 minutes 44 seconds West, a distance of 813.38 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

North 65 degrees 24 minutes 31 seconds West, a distance of 340.98 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

South 27 degrees 07 minutes 37 seconds West, a distance of 120.12 feet to a 1/2 inch iron rod with a red washer stamped "BUSH SURVEYING, INC." found at the most Northwest corner of said Tract 6;

**THENCE** leaving the East line of said Tract 2 and along the East line of said Tract 6, the following three (3) courses and distances:

South 65 degrees 24 minutes 31 seconds East, a distance of 9.99 feet to a 1/2 inch iron rod found at the Northeast corner of said Tract 6;

South 27 degrees 07 minutes 37 seconds West, a distance of 50.05 feet to a 1/2 inch iron rod found at the most Southeast corner of said Tract 6;

North 65 degrees 24 minutes 31 seconds West, a distance of 9.99 feet to a 1/2 inch iron rod found in the East line of said Tract 2 at the Southwest corner of said Tract 6;

**THENCE** South 27 degrees 07 minutes 37 seconds West, along the East line of said Tract 2, a distance of 926.23 feet to the **POINT OF BEGINNING** and containing 241.541 acres of land, more or less.

**EXHIBIT “B”**

**Detail Plan**

## Exhibit "B"



TURNBACK RANCH  
DETAIL PLAN  
APRIL 24, 2023

**EXHIBIT “C”**

Authorized Improvements

Turnback Ranch  
Exhibit C  
Cost Allocation  
6/30/2022

Description	Total Costs <sup>[a]</sup>	Improvement Area #1		Future IA #2A		Future IA #2B		Improvement Area #2	
		%	Cost	%	Cost	%	Cost	%	Cost
<b>Major Infrastructure Improvements<sup>[b]</sup></b>									
Street <sup>[c]</sup>	\$ 3,037,983	53.92%	\$ 1,638,118	26.48%	\$ 804,452	19.60%	\$ 595,413	46.08%	\$ 1,399,865
Water	\$ 934,692	53.92%	\$ 503,997	26.48%	\$ 247,504	19.60%	\$ 183,190	46.08%	\$ 430,694
Wastewater <sup>[d]</sup>	\$ 454,606	53.92%	\$ 245,129	26.48%	\$ 120,379	19.60%	\$ 89,098	46.08%	\$ 209,477
Landscaping	\$ 427,110	53.92%	\$ 230,303	26.48%	\$ 113,098	19.60%	\$ 83,709	46.08%	\$ 196,807
Offsite	\$ 423,333	53.92%	\$ 228,266	26.48%	\$ 112,098	19.60%	\$ 82,969	46.08%	\$ 195,066
<b>Subtotal</b>	<b>\$ 5,277,723</b>		<b>\$ 2,845,814</b>		<b>\$ 1,397,530</b>		<b>\$ 1,034,379</b>		<b>\$ 2,431,909</b>
Soft Costs <sup>[e]</sup>	\$ 272,535	53.92%	\$ 146,954	26.48%	\$ 72,167	19.60%	\$ 53,414	46.08%	\$ 125,581
Contingency	\$ 643,993	53.92%	\$ 347,249	26.48%	\$ 170,528	19.60%	\$ 126,216	46.08%	\$ 296,744
Construction Management (4.0%) <sup>[f]</sup>	\$ 211,109	53.92%	\$ 113,833	26.48%	\$ 55,901	19.60%	\$ 41,375	46.08%	\$ 97,276
<b>Total Major Improvements</b>	<b>\$ 6,405,360</b>		<b>\$ 3,453,850</b>		<b>\$ 1,696,126</b>		<b>\$ 1,255,384</b>		<b>\$ 2,951,510</b>
<b>Improvement Area Improvements</b>									
Street <sup>[c]</sup>	\$ 10,759,770		\$ 6,490,237		\$ 2,623,713		\$ 1,645,821		\$ 4,269,534
Water	\$ 3,158,125		\$ 1,996,841		\$ 807,234		\$ 354,050		\$ 1,161,283
Drainage	\$ 6,688,621		\$ 4,351,075		\$ 1,758,945		\$ 578,600		\$ 2,337,546
Wastewater	\$ 1,536,017		\$ 971,204		\$ 392,614		\$ 172,199		\$ 564,813
Landscaping	\$ 323,568		\$ -		\$ -		\$ 323,568		\$ 323,568
<b>Subtotal</b>	<b>\$ 22,466,101</b>		<b>\$ 13,809,357</b>		<b>\$ 5,582,506</b>		<b>\$ 3,074,239</b>		<b>\$ 8,656,744</b>
Soft Costs <sup>[e]</sup>	\$ 1,127,304		\$ 582,234		\$ 235,371		\$ 309,699		\$ 545,070
Contingency	\$ 2,270,373		\$ 1,375,804		\$ 556,176		\$ 338,394		\$ 894,570
Construction Management (4.0%) <sup>[f]</sup>	\$ 898,644		\$ 552,374		\$ 223,300		\$ 122,970		\$ 346,270
<b>Total Improvement Area Improvements</b>	<b>\$ 26,762,422</b>		<b>\$ 16,319,768</b>		<b>\$ 6,597,353</b>		<b>\$ 3,845,301</b>		<b>\$ 10,442,654</b>
<b>Total Improvements</b>	<b>\$ 33,167,782</b>		<b>\$ 19,773,618</b>		<b>\$ 8,293,479</b>		<b>\$ 5,100,685</b>		<b>\$ 13,394,164</b>

Footnotes:

[a] Per the draft OPC prepared by Bowman Consulting, dated 6/20/2022.

[b] Assumes benefit is allocated to the improvement areas pro rata based on estimated Buildout Value.

[c] Includes erosion control and grading costs.

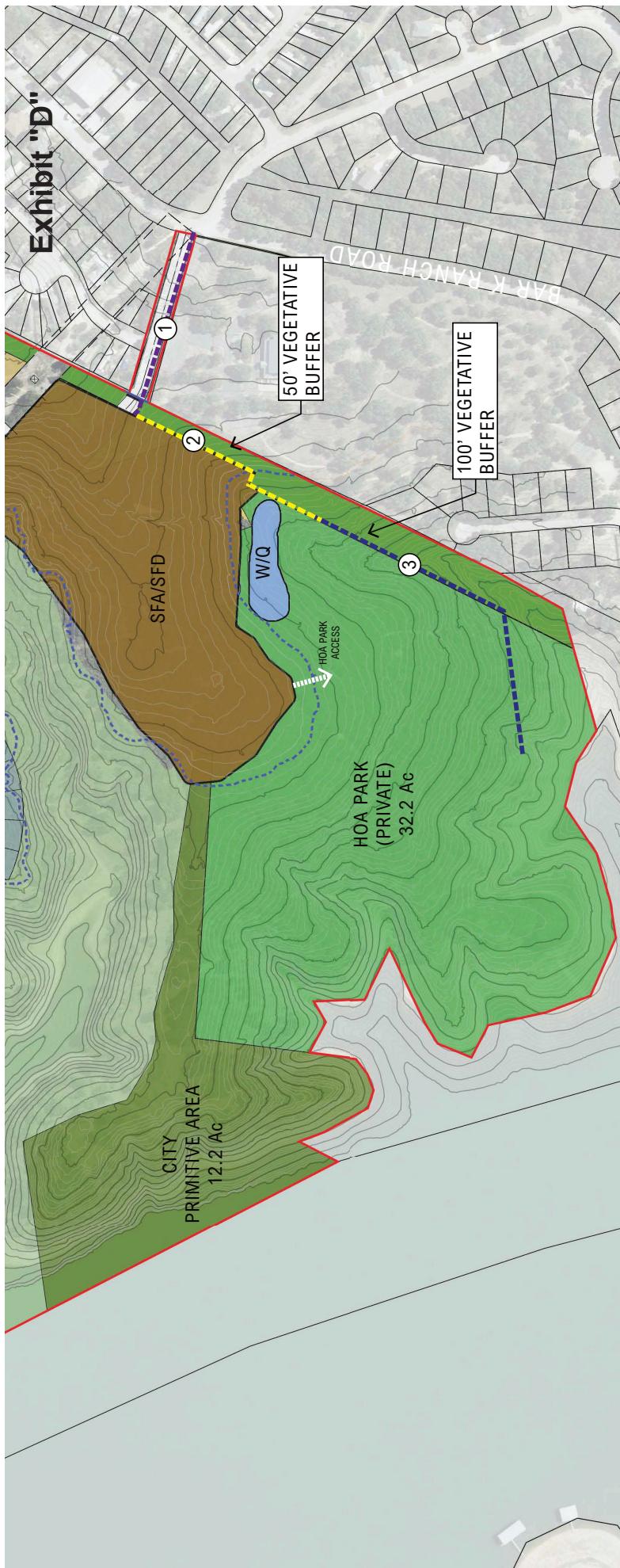
[d] Represents parkway and median landscaping along the major improvements.

[e] Includes engineering, design, contingency and Developer District formation costs.

[f] Estimate for illustration purposes only.

**EXHIBIT “D”**

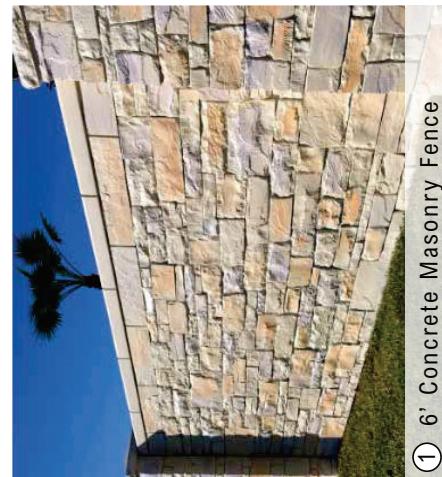
Fencing



③ Removable Fence Option



② 8' Wrought Iron Fence Option



① 6' Concrete Masonry Fence

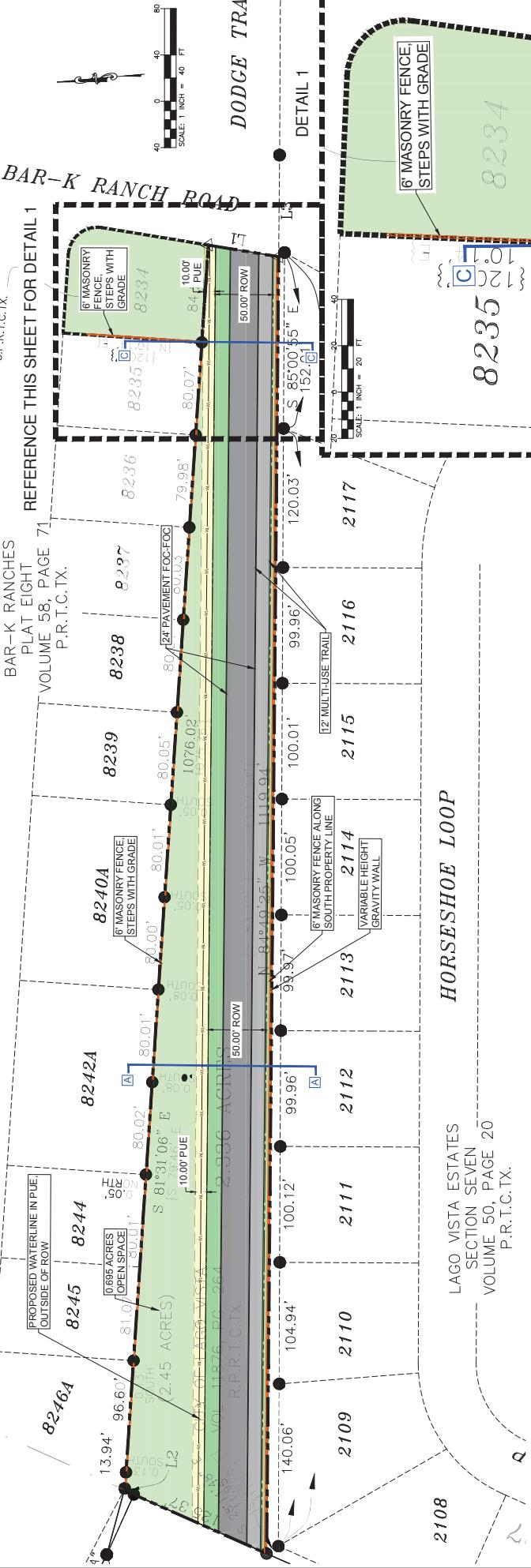
**EXHIBIT “E”**

Dodge Trail Extension  
and Dodge Trail Frontage Improvements

## Exhibit "E"

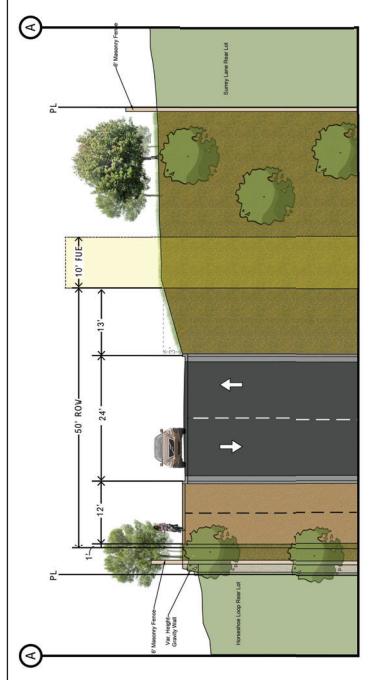
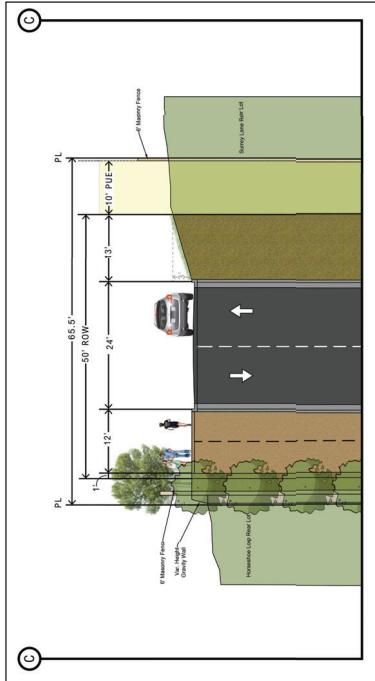
TRACT II  
TURNBACK DEVELOPMENT, L.L.C.  
A NEVADA LIMITED LIABILITY COMPANY  
DOC. NO. 2008002071  
O.P.R.T.C.V.

SURREY LANE



SECTION A-H

SECTION C-C



11 of 11

**Bowman**  
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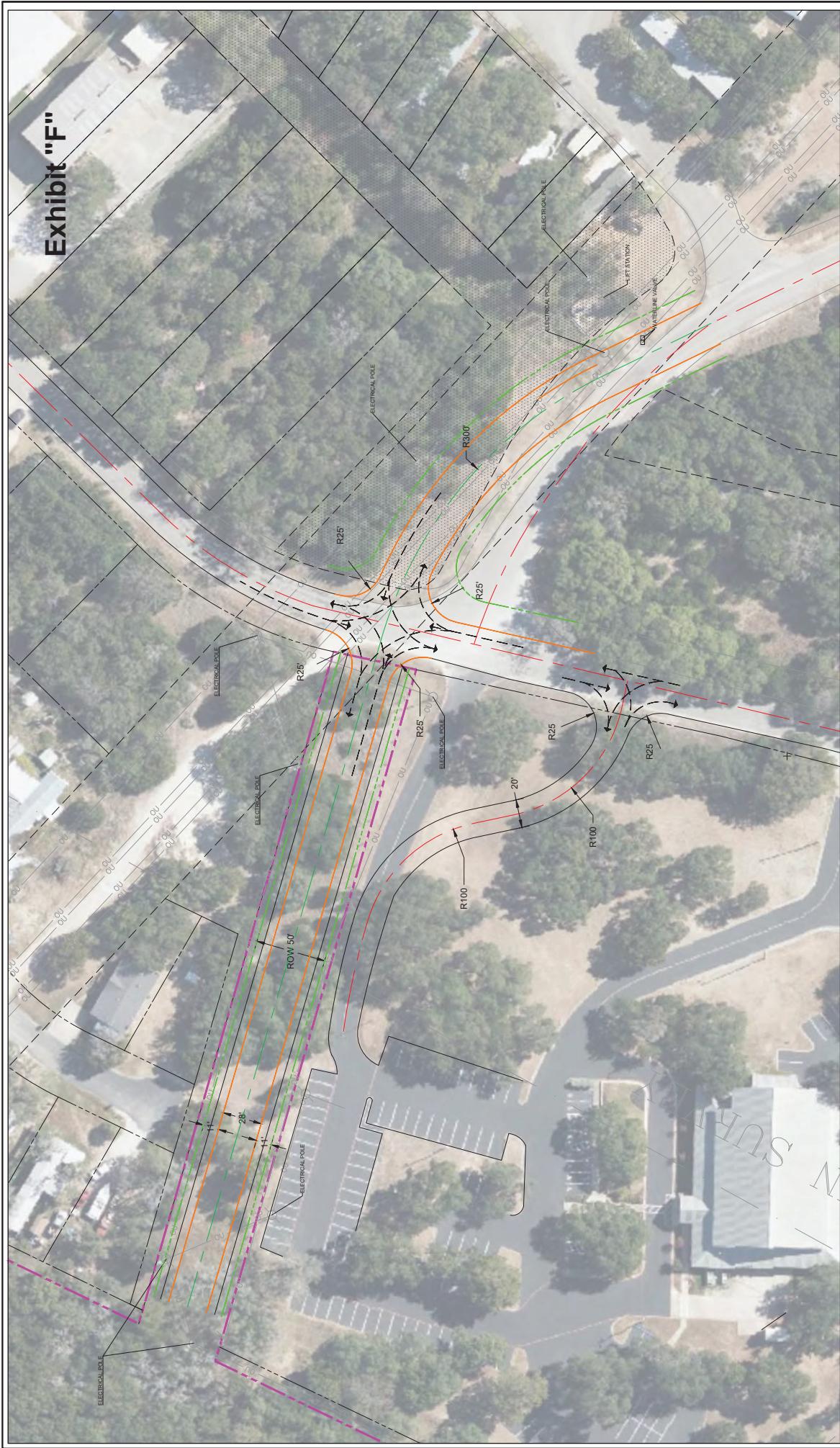
1120 S. Capital of Texas Hwy. • Building 3, Suite 220 • Austin, Texas 78746  
Phone: (512) 327-1180 • Fax: (512) 327-0462 • [www.bowmanconsulting.com](http://www.bowmanconsulting.com)  
TBPE Firm Registration No. F-14309

SHEET 1 OF 1

**EXHIBIT “F”**

Paseo de Vaca Extension

## Exhibit "F"



**SECOND ENTRANCE INTERSECTION OPTION**  
TURNBACK RANCH

**Bowman**  
1120 S. Capital of Texas Hwy., Ste. 200 • Austin, 78746  
Phone: (512) 251-5100 • Fax: (512) 251-5101 • Email: [info@bowmanconsulting.com](mailto:info@bowmanconsulting.com)  
State Firm Registration No. F-14129

**Bowman**  
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TBPE Registration No. F-14309

PRELIMINARY  
Capital One, N.A.  
1000 Peachtree Street, N.E.  
Atlanta, Georgia 30367  
Telephone: (512) 327-1180 • Fax: (512) 327-4902 • [www.bowmancons.com](http://www.bowmancons.com)  
TBPE Firm Registration No. F-14309

1

CONSTITUTION

LEGEND

Boundary Line	
Future Right-of-Way	
Future Roadway Centerline	
Future Edge of Pavement	
On-Ramp	

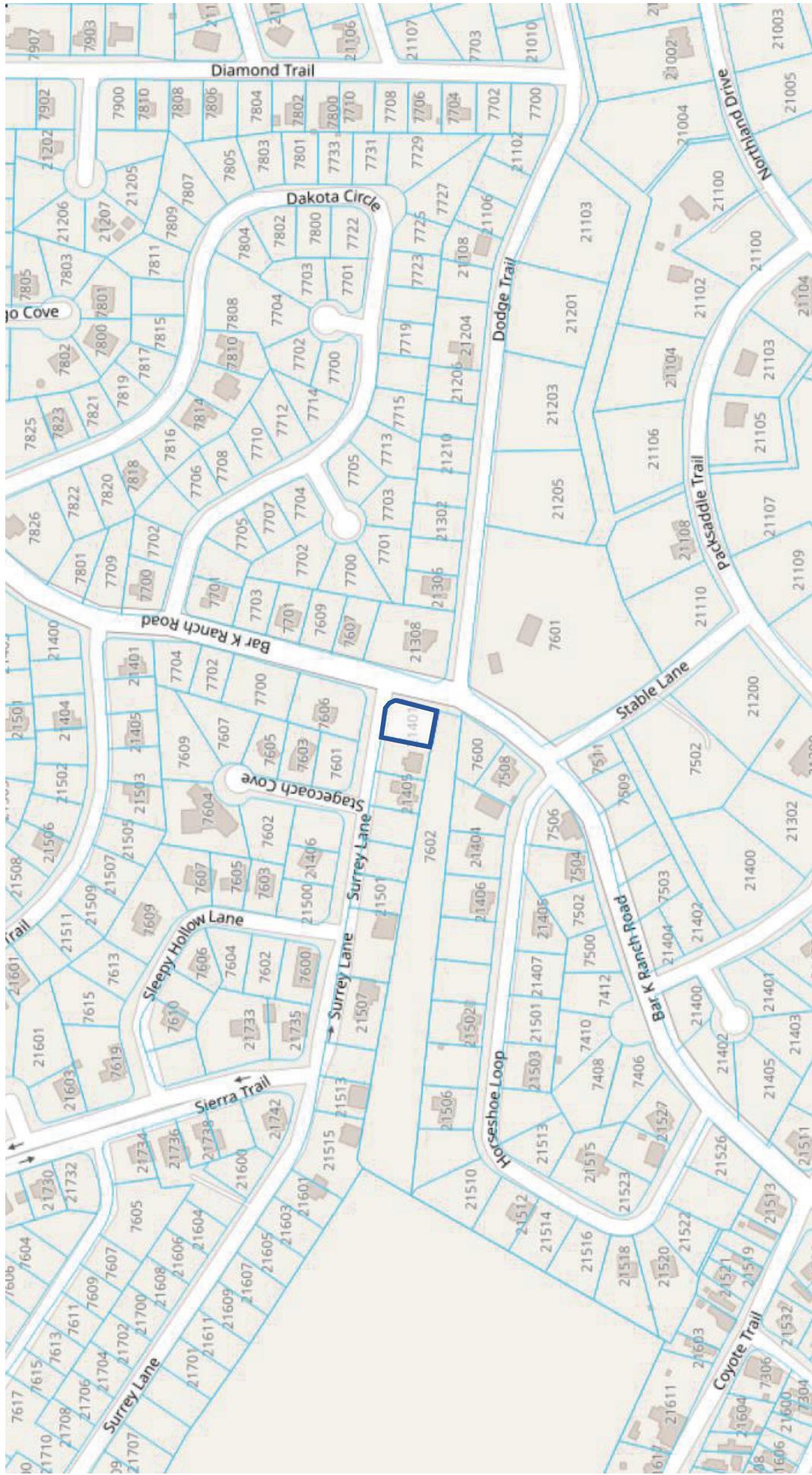
A decorative horizontal line with a central floral ornament.

**EXHIBIT "G"**

Dodge Trail Extension Entrance

**EXHIBIT G**

Legal Description: Lot 8234, Bar-K Ranches, Plat Eight, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 58,  
Page 71, Plat Records of Travis County, Texas.



**EXHIBIT “H”**

**Development Standards and Design Requirements**

## Exhibit “H”

### Development Standards and Design Requirements

#### Single Family Detached Residential (SFD)

- The minimum living area for an SFD dwelling unit on any lot shall be 1,500 square feet.
- Maximum building height for SFD lots along the Property boundary adjacent to existing single family residential lots located outside of the Property shall be twenty-five feet (25') and restricted to construction of single-story homes only. All other platted SFD lots shall have a maximum building height of thirty-five feet (35'). Building height shall be measured from the highest elevation of a platted lot to: (i) the highest point of the coping of a flat roof or (ii) to the deck line of a mansard roof; or (iii) to the height of the highest gable of a pitched or hipped roof within the lot.
- Except as provided herein for SFD lots along the Property boundary, SFD lots shall have a minimum front and rear setback of twenty feet (20'), minimum side-yard setback of five feet (5'), and a minimum side-yard setback of ten feet (10') on corner lots on the street side.
  - SFD lots along the Property boundary adjacent to existing single family residential lots located outside of the Property shall maintain a minimum fifteen foot (15') total side yard setback (the sum of two side yards).
  - SFD lots along the Property boundary adjacent to existing single family residential lots located outside of the Property with a single family zoning district shall maintain a minimum twenty-five-foot (25') rear yard setback and a minimum distance of one hundred feet (100') from the rear yard setback on the new lot to the rear yard setback on any existing single-family lot.
- Except as provided herein for SFD lots along the Property boundary, SFD lots shall have a minimum width of fifty feet (50') as measured at the front setback and a minimum depth of one hundred and thirty feet (130'). At least forty-nine percent (49%) of the SFD lots shall be sixty feet (60') wide or greater as measured at the front setback.
  - SFD lots along the Property boundary adjacent to existing single family residential lots located outside of the Property with a single family zoning district shall have a minimum lot width of eighty feet (80').
  - SFD lots along the Property boundary adjacent to existing single family residential lots located outside of the Property with a manufactured home and industrialized housing zoning district shall have a minimum lot width of fifty-five feet (55').

#### Single Family Attached Residential (SFA)

- The minimum living area for condominiums or single-family detached shall be 1,000 square feet.
- Maximum building height for SFA shall comply with the height requirement for the assigned base zoning of R-4. Building height shall be measured from the highest elevation of a platted lot to: (i) the highest point of the coping of a flat roof or (ii) to the deck line of a mansard roof; or (iii) to the height of the highest gable of a pitched or hipped roof within the lot.
- SFA or condominiums shall have a minimum front setback of ten feet (10'), minimum rear setback of five feet (5'), no minimum side-yard setback, and a minimum street side-yard setback of ten feet (10').

#### All Residential Tracts.

- The maximum impervious cover on any individual residential lot shall not exceed sixty percent (60%). Project may not exceed 50% for the overall project based on the calculation method used by the City of Austin.

- Maximum block length shall be no more than one thousand (1,000) feet and is waived for blocks indicated on the Detail Plan. Any street intersection shall be considered a break in block length for calculation purposes. Cul-de-sac length on all streets within the Property will be allowed up to a maximum of fifteen hundred (1,500) feet, provided that a turn-around bubble is provided at the mid-point. Development shall comply with the International Fire Code and ensure that emergency vehicles are appropriately accommodated.
- Street rights-of-way classified as “residential” pursuant to City ordinances shall be allowed to be a minimum of fifty feet (50') wide as measured by the street’s right-of-way. The center line radius shall be a minimum of one hundred and eight feet (180').
- All cut and fill variances of four feet (4') to fifteen feet (15') on the Property may be approved administratively by the City Engineer (or acting City Engineer) during subdivision construction plan review or site development plan review, provided the cut and fill slope is appropriately terraced, with retaining walls when feasible, to control erosion and sedimentation and preserves unique environmental assets and other outstanding natural features to the greatest extent possible, without a requirement of a hearing or approval by the Planning Commission or City Council. Topographic grading shall comply with accepted engineering practices, the Americans with Disabilities Act and any other applicable federal, state or regional regulations. The areas indicated on the Detail Plan do not require a variance to construct on slopes exceeding twenty-five percent (25%). Development on slope in all other areas within the Detail Plan shall comply with the City Code in effect at the time of approval of this Ordinance.

# Additional Information from Applicant



#### LEGEND

— Boundary Line  
- - - Property Adjoining

		LOTS	AREA (AC)	DU/AC
P	LAGO VISTA ESTATES S. 7	37	15.10	2.45
L	BAR-K RANCHES PLAT THREE	307	65.85	4.66
A	BAR-K RANCHES PLAT EIGHT	289	93.28	3.10
T	WEIGHTED AVERAGE BY AREA	633	174.23	3.63

300 0 300 600  
SCALE: 1 INCH = 300 FT

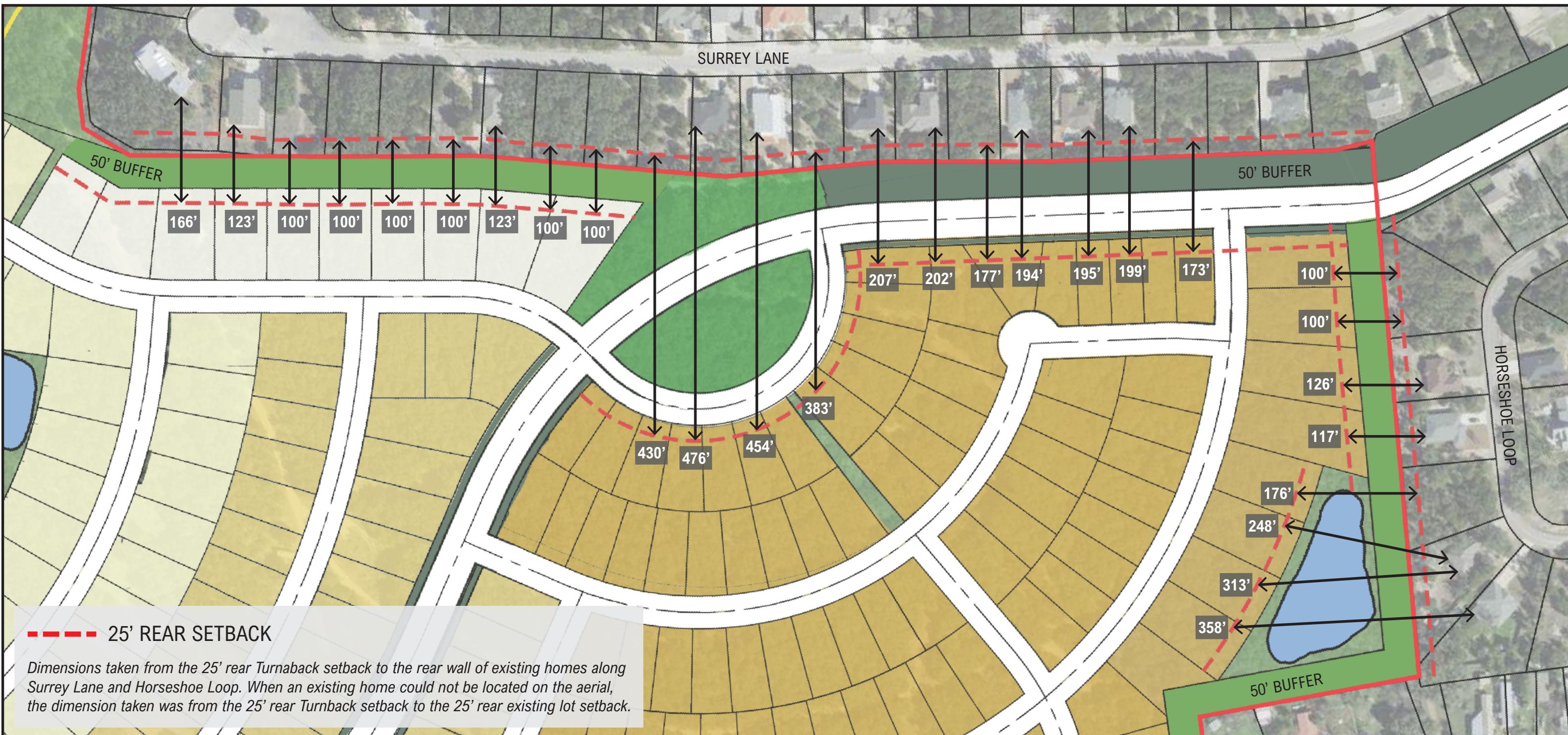
#### ADJACENT NEIGHBORHOOD DENSITIES TURNBACK RANCH

**Bowman**

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TBPE Firm Registration No. F-14309

THIS DOCUMENT IS RELEASED FOR  
THE PURPOSE OF INTERIM REVIEW,  
MARK-UP, AND/OR DRAFTING  
UNDER THE AUTHORITY OF  
JOSEPH P. COHAN, P.E.  
#115224  
ON APRIL 17 2023.  
IT IS NOT TO BE USED FOR  
CONSTRUCTION, BIDDING, OR  
PERMIT PURPOSES.

April 17, 2023



**MINIMUM DISTANCE**

100'

**MAXIMUM DISTANCE**

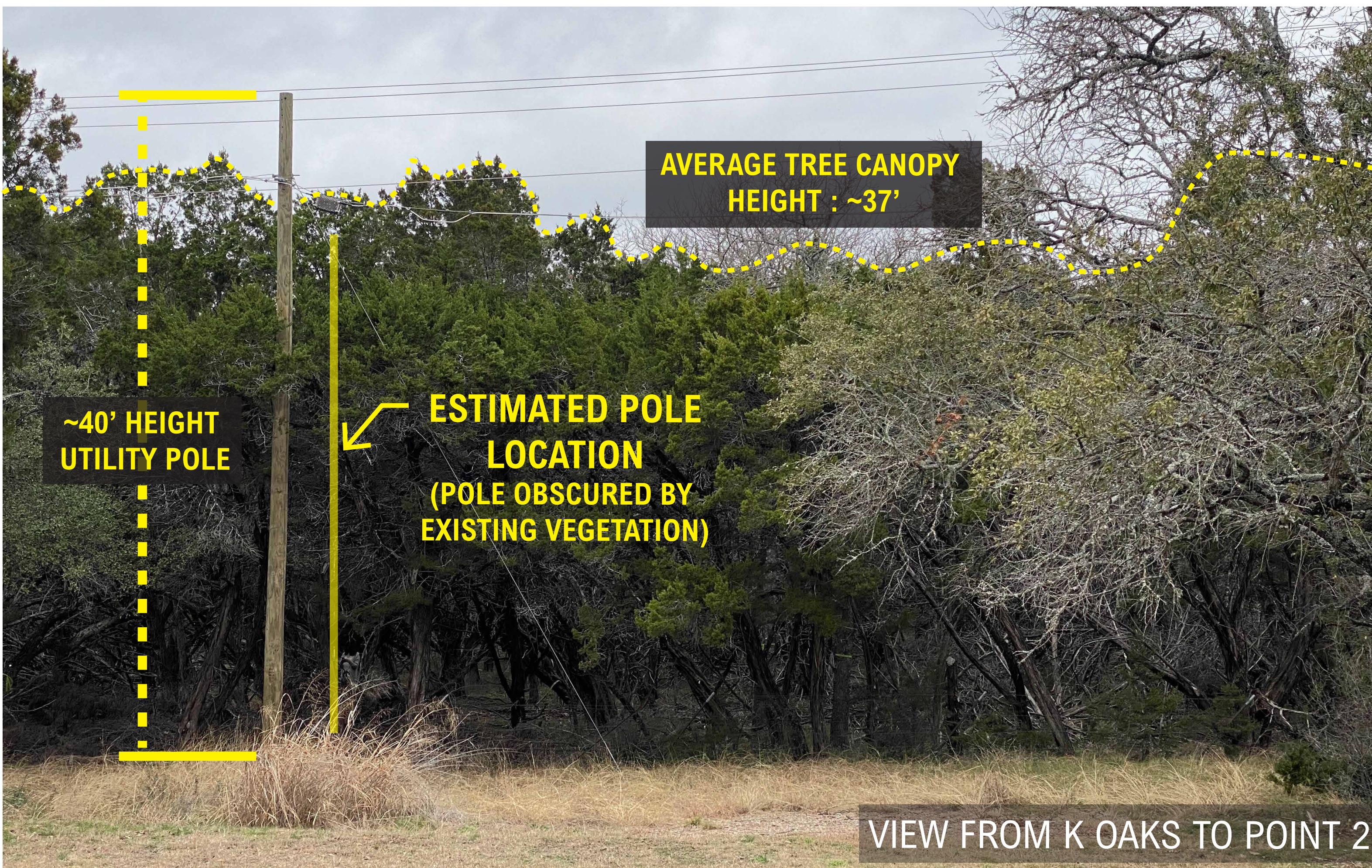
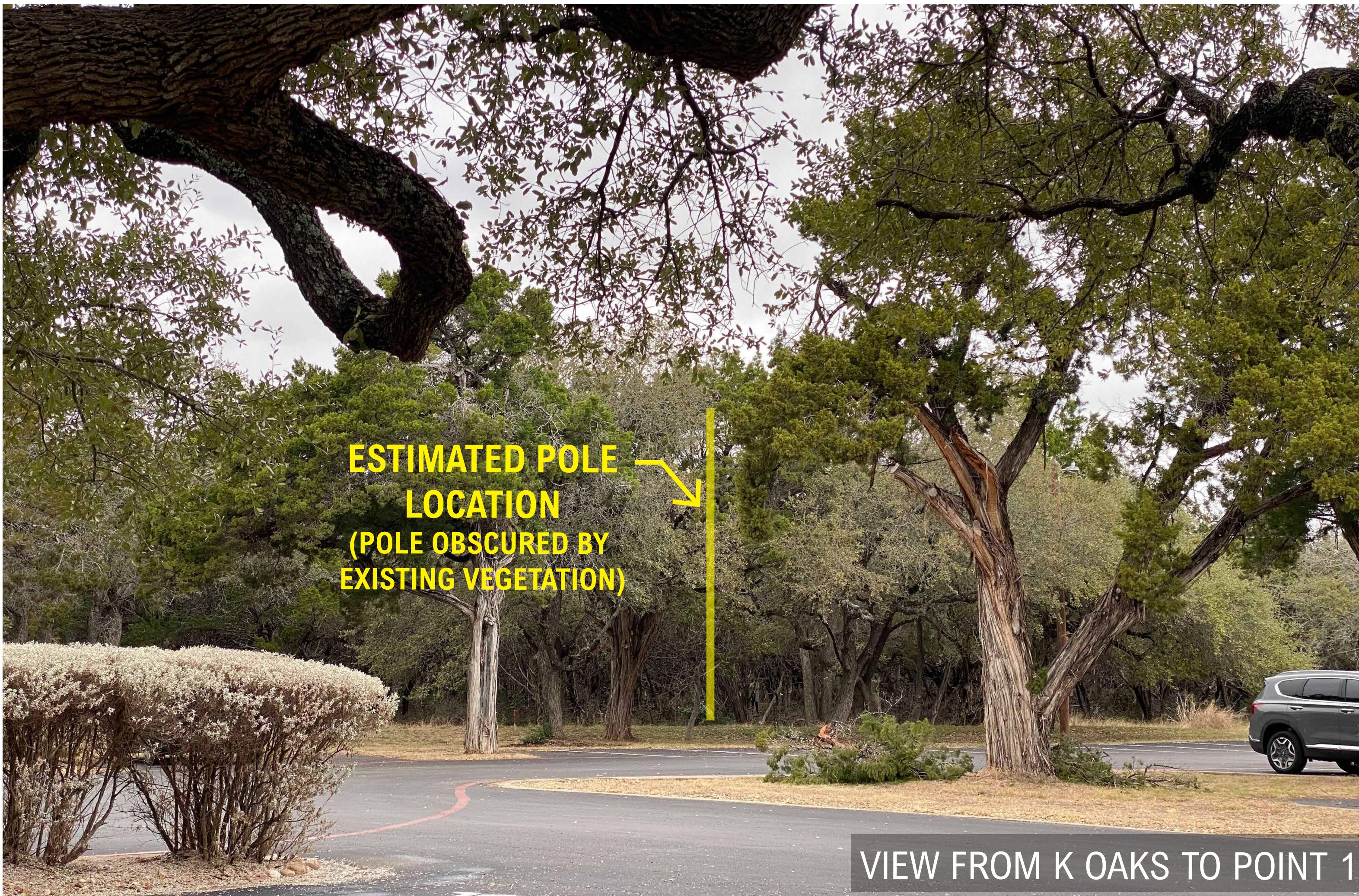
476'

**AVERAGE DISTANCE**

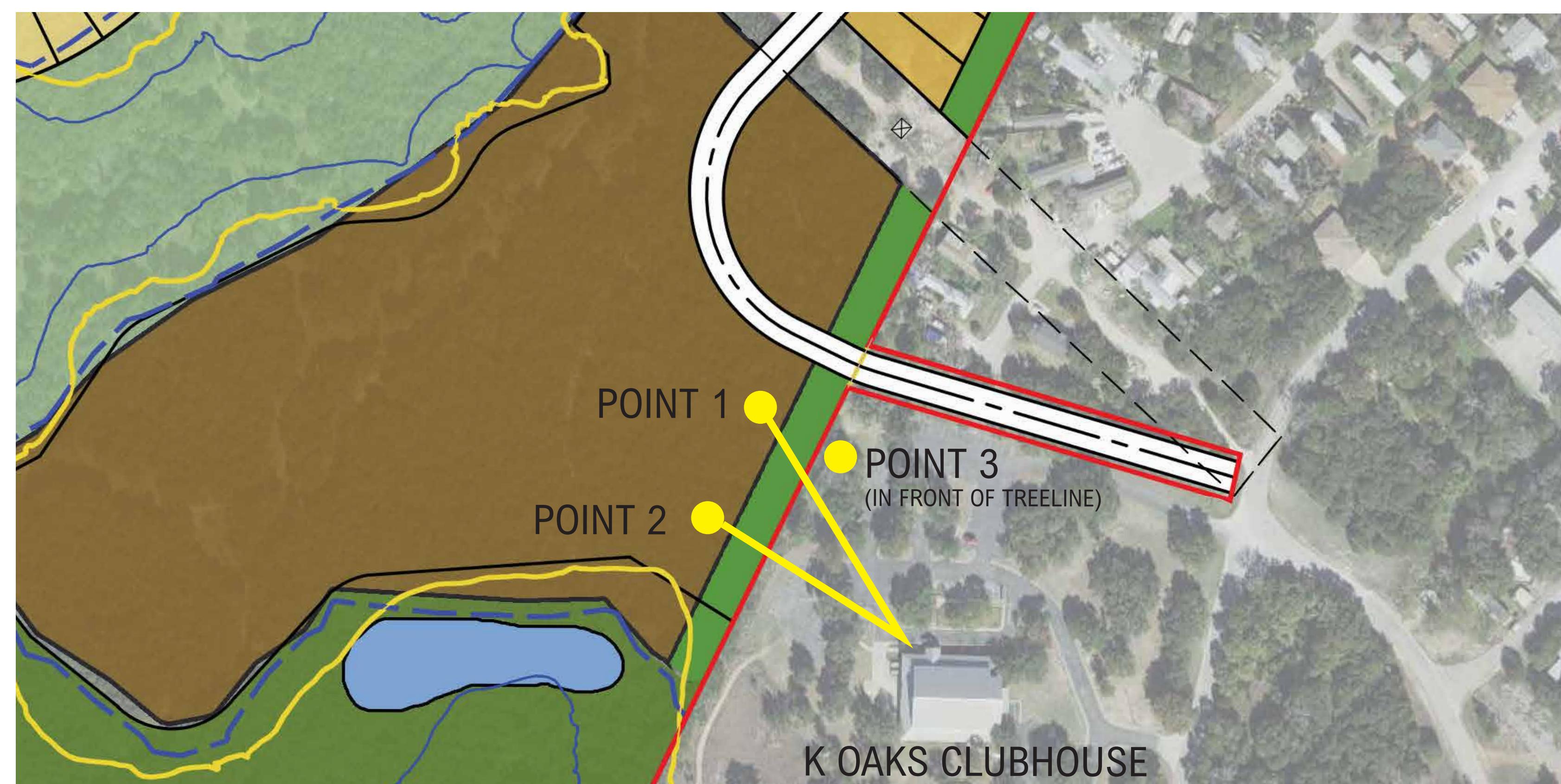
201'

**MEDIAN DISTANCE**

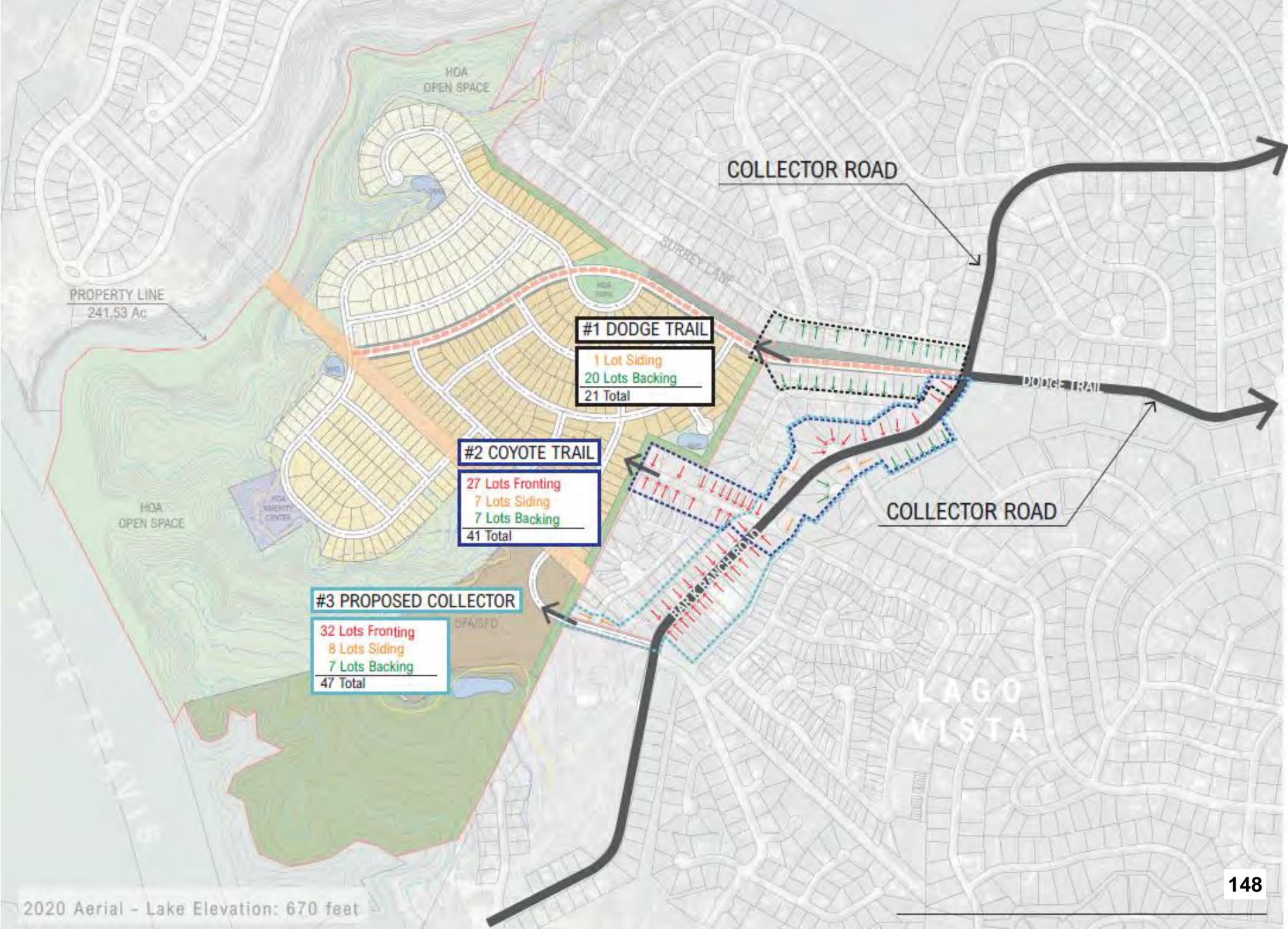
175'



PHOTOGRAPHS TAKEN FROM THE FRONT OF THE K OAKS CLUBHOUSE LOOKING WEST TOWARDS TURNBACK RANCH SHOW THAT THE PROPOSED HOMES WOULD BE COMPLETELY OBSCURED BY EXISTING VEGETATION.



# Access Options



# Dodge Trail Extension – Cross Section

